GENERAL TERMS AND CONDITIONS OF THE P PLUS GROUP INSURANCE



Information indicating which of the provisions of the general terms and conditions of the P Plus group insurance, condition code PTGP34 (GTCI), apply to the basic terms and conditions of the contract of insurance.
This information forms an integral part of the GTCI and results from article 17, sub-paragraph 1, of the Act on insurance and reinsurance activity.

No.	Type of information	Clause no.
1.	Conditions for the payment of the benefit	§ 2 OF GTCI § 4 OF GTCI § 6 OF GTCI § 19 OF GTCI § 28 – 30 OF GTCI § 32 OF GTCI
2.	Limitations and exclusions of the liability of the insurance company entitling to refuse payment or to reduce the amount of benefits	§ 2 OF GTCI § 8 OF GTCI § 24 – 25 OF GTCI § 26 – 27 OF GTCI § 31 OF GTCI

GENERAL TERMS AND CONDITIONS OF THE P PLUS GROUP INSURANCE

Condition code: PTGP34

GENERAL PROVISIONS

§ 1

These general terms and conditions of insurance apply to contracts of P Plus group insurance referred to as the basic insurance.

§ 2

1. Terms used in the general terms and conditions of insurance mean:
1) **acts of terror** – individual or group actions targeted against people or property in order to instill chaos, terrorize the population and disorganize the public life, public transport, service or production enterprises – for the purpose of achieving economic, political or social goals;
2) **warfare** – actions of military forces meant to defeat the armed forces of the enemy on land, in the air or at sea;
3) **spouse** – a person married to the insured person;
4) **mass social unrest** – an organized or unorganized occurrence of a social group, usually accompanied by acts of physical violence, caused by a sense of dissatisfaction with the existing political, economic or social situation, directed against structures exercising power under applicable law;
5) **accident** – a sudden event arising from an external cause, constituting the sole and direct cause of the event falling within the liability of PZU Życie SA, independent of the will and health of the person whose life or health is the object of insurance.
6) **period of the PZU Życie SA liability** – duration of the PZU Życie SA liability towards the insured person, marked by the date of the beginning and end of the liability;
7) **adult child** – own or adopted child, or stepchild (if the father or mother is deceased) of the basic insured person, who has reached 18 years of age;
8) **policy** – a document confirming conclusion of the contract between the policyholder and PZU Życie SA and the terms of this contract;
9) **PZU Życie SA** – Powszechny Zakład Ubezpieczeń na Życie Spółka Akcyjna;
10) **policy anniversary** – each successive anniversary of the day of conclusion of the contract, confirmed by the policy;
11) **legal relationship** – employment or membership relationship, or any other relationship accepted by PZU Życie SA;
12) **policyholder** – an entity that has concluded a contract with PZU Życie SA;
13) **insured person** – a natural person who has acceded to the insurance and:
    a) has legal relationship with the policyholder (hereinafter referred to as the **basic insured person**),
    b) is a spouse or adult child of the basic insured person (hereinafter referred to as the **close relative of the insured person**);
14) **contract** – a contract of insurance concluded at the request of the policyholder on the basis of the general terms and conditions of insurance, and confirmed by the policy;
15) **beneficiary** – the entity indicated by the insured person as entitled to receive the benefit in the event of death of the insured person.

2. No technical rate applies to the rules for determination of the benefits due under the contract.

3. Information indicating which of the provisions apply to the basic terms and conditions of the contract forms an integral part of these general terms and conditions of insurance.

OBJECT AND SCOPE OF INSURANCE

§ 3

The object of insurance is life of the insured person.

§ 4

The scope of insurance covers death of the insured person during the period of the PZU Życie SA liability.

§ 5

1. At the request of the policyholder and subject to the PZU Życie SA consent, more than one contract of P Plus group insurance may be concluded, subject to the provisions of sub-paragraph 2.

2. The insured person may be covered by insurance only under one contract of P Plus group insurance.

BENEFITS UNDER THE CONTRACT

§ 6

In the event of death of the insured person, PZU Życie SA pays the benefit in the amount specified in the application for the conclusion of the contract and confirmed by the policy as percentage of the sum insured valid on the day of death.

CONCLUSION OF THE CONTRACT AND ACCESSION TO THE INSURANCE

§ 7

1. The entity that intends to conclude the contract submits to PZU Życie SA an application for the conclusion of the contract and declarations of accession, signed by persons intending to accede to the insurance, along with the list of these persons.

2. Before conclusion of the contract, PZU Życie SA submits to the entity referred to in sub-paragraph 1 general terms and conditions of insurance along with relevant forms.

3. PZU Życie SA may refuse to conclude the contract.

4. PZU Życie SA confirms conclusion of the contract with a policy.

§ 8

1. The insurance may be acceded to by a person who submits the signed declaration of accession to the policyholder and who, on the day of signing the declaration of accession:
1) meets the definition of the insured person;
2) is 16 years of age and under 69 years of age, and in the case of an adult child - is 18 years of age and under 69 years of age;
3) is not on sick leave, in hospital, hospice, institution for the chronically ill, does not use rehabilitation benefit, or is not considered to be unable to work or incapable of service by the decision of a competent body pursuant to the regulations on social insurance or social security,

subject to sub-paragraph 2.

2. A close relative, who immediately before accession to the insurance:
1) was not covered by other group life insurance at PZU Życie SA;
2) was covered by other group life insurance at PZU Życie SA for a period shorter than 12 months;

submits a health declaration on the day of signing the declaration of accession. PZU Życie SA has the right to waive the necessity to submit the health statement.

3. PZU Życie SA may agree to the accession to the insurance of a person who is 69 years of age.
4. PZU Życie SA has the right to refuse consent for the accession to the insurance. PZU Życie SA informs the insured person about the refusal to grant consent for the accession to the insurance in writing through the policyholder.
5. Should it be determined that PZU Życie SA received premium for a person who could not accede to the insurance due to the fact that he/she does not meet the conditions set forth in sub-paragraph 1, point 1 or 2, the premium is returned to the policyholder as undue.
6. Should it be found that before beginning of the PZU Życie SA liability, the person accessing to the insurance provided false information in the declaration referred to in sub-paragraph 1, point 3, or sub-paragraph 2, PZU Życie SA may refuse to pay the benefit in relation to that insured person during the first three years from the beginning of the liability. If the false information was provided as a result of intentional fault of the insured person, then in case of doubt it is assumed that the event provided for in the contract as well as its consequences are the result of the said false circumstances.

§ 9

The insured person has the right to resign from the insurance at any time, without giving any reason, by submitting a written statement of resignation to the policyholder, which results in the end of the liability set forth in § 25 sub-paragraph 1, point 6.

DURATION OF THE CONTRACT

§ 10

1. The contract is concluded between PZU Życie SA and the policyholder for a definite period confirmed by the policy.
2. The contract is extended for another period of one year on the same terms, unless otherwise agreed by the parties, with the proviso that the statement of intent not to extend the contract for the subsequent period should be sent to the other party in writing 30 days before the end of the period for which the contract was concluded.

WITHDRAWAL FROM THE CONTRACT

§ 11

The policyholder has the right to withdraw from the contract within 30 days, and if the policyholder is an entrepreneur - within 7 days - from the conclusion of the contract, by submitting a written statement of withdrawal from the contract to PZU Życie SA. In the case of withdrawal by the policyholder after payment of the premium, PZU Życie SA refunds the premium less its portion corresponding to the period of the PZU Życie SA liability.

NOTICE AND TERMINATION OF THE CONTRACT

§ 12

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

§ 13

The contract is deemed terminated by the policyholder in the event of arrears in the payment of premiums for all insured persons - it expires after the end of third month of arrears, but no later than the end of the period for which the contract was concluded, subject to § 23.

§ 14

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

RIGHTS AND OBLIGATIONS OF THE PARTIES

§ 15

1. The Policyholder has the right to transfer, in whole or in part, rights and obligations under the contract to another party. In the case of transfer of rights and obligations to another party, that party becomes policyholder at the moment of the transfer. The contract on transfer of the rights and obligations should be accepted in writing by PZU Życie SA under pain of nullity.
2. The policyholder is obliged to:
   1) deliver terms and conditions of insurance to persons intending to accede to the insurance prior to the receipt of their declarations of accession;
   2) submit to PZU Życie SA declarations of accession signed by the insured persons;
   3) provide the insured persons, in the form set forth by the provisions of the Act on insurance and reinsurance activity, with information on changes to the terms of the contract or amendments of the law governing the contract, before the policyholder agrees to make such changes, determining the impact of these changes on the value of benefits under the contract;
   4) notify PZU Życie SA about changes to personal and contact details of the policyholder, insured persons, and beneficiaries, unless changes to the details of the insured persons or beneficiaries were reported to PZU Życie SA by the insured person;
   5) pay premiums to PZU Życie SA in a timely manner;
   6) provide PZU Życie SA, along with the payment of the premium, with the settlement of premiums together with relevant lists of the insured persons;
   7) provide other documents necessary for the proper performance of the contract - at the request of PZU Życie SA;
   8) appoint the person responsible for the performance of the contract by the policyholder and inform the insured persons and PZU Życie SA about the designation and any change of such a person.

§ 16

1. The insured person has the right to demand that PZU Życie SA fulfills obligations arising from § 17 sub-paragraph 2 and from the applicable law, in particular the Civil Code and the Act on insurance and reinsurance activity, in a proper and timely manner.
2. The insured person is obliged to report to the policyholder or to PZU Życie SA changes in personal and contact details of both the insured person and the beneficiaries.

§ 17

1. PZU Życie SA has the right to control performance of the obligations under the contract by the policyholder and to provide guidelines in this respect.
2. PZU Życie SA is obliged to:
   1) perform the obligations provided for in the contract in a correct and timely manner;
   2) provide the policyholder, in the form set forth by the provisions of the Act on insurance and reinsurance activity, with information on changes to the terms of the contract or amendments of the law governing the contract, before the parties agree to make such changes, determining the impact of these changes on the value of benefits under the contract;
   3) provide, at the request of the insured person, information referred to in point 2;
   4) inform the policyholder or the insured person about occurrences of the events covered by the PZU Życie SA liability, if the event was reported to PZU Życie SA, and these persons are not persons indicated in that notification;
   5) inform the person filing the claim, in writing or in another way to which that person has agreed, which documents are needed in order to establish the obligation, if it is necessary to conduct further proceedings;

6) inform the person filing the claim and the insured person, if the insured person is not the person filing the claim, in writing about the reasons for which it is not possible to satisfy the claim in whole or in part within the prescribed period, and to pay the indisputable part of the benefit;
7) inform the person filing the claim and the insured person, if the insured person is not the person filing the claim, in writing that the benefit is not due in whole or in part, indicating the circumstances and legal basis justifying the refusal to pay the benefit in whole or in part, along with instructions regarding the possibility of seeking claims in court;
8) provide the policyholder, the insured person, the person filing the claim, the person entitled to demand performance of the benefit, and the heir of the insured who reported the event, with information and documents which affected determination of the PZU Życie SA liability or the amount of the benefit; at the request of the above people information and documents may also be made available in electronic form;
9) at the request of the insured information, provide information on the provisions of the concluded contract and the general terms and conditions of insurance in so far as they concern the rights and obligations of the insured person;
10) at the request of the policyholder or the insured person, provide information about statements made by them at the stage of concluding the contract or acceding to the insurance, or copies of documents prepared at this stage.

AMENDMENTS TO THE CONTRACT

§ 18

Any amendments to the contract are made through negotiations, in the circulation mode, or in another manner provided for by generally applicable legal regulations, and confirmed in writing. An amendment of the contract to the detriment of the insured or the person entitled to receive the sum insured in the event of death of the insured person requires consent of the insured person.

SUM INSURED

§ 19

1. The sum insured is the amount constituting the basis for determination of the amount of benefits.
2. The amount of the sum insured is specified in the application for the conclusion of the contract, and confirmed by the policy.
3. The amount of the sum insured is constant throughout the duration of the contract.

PREMIUM

§ 20

The amount of the premium is determined by PZU Życie SA depending on the amount of the sum insured, scope of additional insurance, amount of benefits, frequency of the premium payment, as well as the number, age, sex, and professional structure of persons acceding to the insurance.

§ 21

The premium is deemed to have been paid upon crediting the bank account indicated by PZU Życie SA.

§ 22

1. The amount of the premium in the contract is specified in the application for the conclusion of the contract, and confirmed by the policy.
2. The frequency and deadlines for the payment of the premiums are set forth in the application for the conclusion of the contract, and confirmed by the policy.
3. The premium is not subject to indexation.
4. The premium is paid by the policyholder in the full amount required.

§ 23

1. In the event of arrears in the payment of all or part of the premiums, PZU Życie SA calls upon the policyholder to pay the arrears, indicating in the request at least a 15-day additional payment deadline counted from the date of receipt of the request, and informing about the consequences of failure to pay the premium, specified in § 25, sub-paragraph 1, point 3, and in § 13.
2. In the case of arrears in the payment of the premiums, the amounts paid are allocated in the first place to cover the arrears.

BEGINNING AND END OF THE PZU ŻYCIE SA LIABILITY

§ 24

1. The PZU Życie SA liability towards the insured persons begins on the first day of the calendar month, if the following requirements are jointly met:
1) prior to the beginning of this calendar month, PZU Życie SA received declarations of accession to the insurance signed by the insured persons, along with the list of these persons;
2) the first premium was paid not later than by the premium payment deadline falling in this calendar month;
subject to sub-paragraph 2.
2. The PZU Życie SA liability in relation to a given insured person begins no earlier than on the day of conclusion of the contract and no earlier than on the next day after the insured person has made a statement to the policyholder that the insured person intends to enjoy the insurance cover on terms set forth in the contract, including the amount of the sum insured.

§ 25

1. The PZU Życie SA liability towards the insured person ends on the day of occurrence of one of the following circumstances:
1) receipt by PZU Życie SA of a declaration on the policyholder's withdrawal from the contract;
2) death of the insured person;
3) lapse of one month, counting from the end of the period for which the last premium was paid, subject to sub-paragraph 2;
4) anniversary of the policy falling in the calendar year in which the insured person reaches 70, or 76 years of age if the coverage was provided to a person who at the date of submitting declaration of accession reached 69 years of age;
5) lapse of the period for which the premium was paid, if the legal relationship between the basic insured person and the policyholder ceased to exist in that period, subject to sub-paragraph 3;
6) lapse of the period for which the premium was paid in the event of the insured person's resignation from the insurance;
7) commencement of the PZU Życie SA liability in relation to the insured person under another P Plus group insurance contract concluded between the given policyholder and PZU Życie SA;
8) lapse of the term of the contract in the event of its non-extension;
9) lapse of the period of the notice of contract termination.
2. The PZU Życie SA liability in relation to the insured person is restored, subject to the continuity of liability, if the premium arrears are paid before the end of third month of the arrears.
3. The PZU Życie SA liability in relation to the insured person is extended by 1 month after the end of the legal relationship between the basic insured person and the policyholder if premiums are paid on a monthly basis, on a condition that the premium for the said month was paid.

EXCLUSIONS AND LIMITATIONS OF PZU ŻYCIE SA LIABILITY

§ 26

PZU Życie SA is not liable in the event of:

1) death of the insured person as a result of warfare, active participation in acts of terror or mass social unrest;
2) death of the insured person as a result of the insured person committing or attempting to commit an act that satisfies the statutory definition of an intentional crime;
3) suicide of the insured person committed within 2 years since the commencement of the liability in relation to this insured person;
4) death of the insured person as a result of a traffic accident, if the insured person was driving a vehicle under the influence of alcohol, illegal drugs, intoxicants, psychoactive substances or alternative substances within the meaning of regulations on combating drug addiction, if such circumstances had an impact on the incident.

§ 27

1. PZU Życie SA is not liable in relation to the insured during the grace period, i.e. within 6 months from the beginning of the PZU Życie SA liability, subject to sub-paragraph 6.

2. The grace period in relation to the basic insured person applies if the PZU Życie SA liability towards this person begins later than in the fourth month counting from:
   1) conclusion of the contract, provided that he/she had a legal relationship with the policyholder on the day the contract was concluded;
   2) establishment of a legal relationship between him/her and the policyholder, provided that the relationship was established after the day the contract was concluded.

3. The grace period in relation to the spouse of the basic insured person applies if the PZU Życie SA liability towards this person begins later than in the fourth month counting from:
   1) conclusion of the contract, provided that the basic insured person had a legal relationship with the policyholder on the day the contract was concluded;
   2) establishment of a legal relationship between the basic insured person and the policyholder, provided that the relationship was established after the day the contract was concluded.
   3) date of marriage with the basic insured after the day the contract was concluded.

4. The grace period in relation to the adult child of the basic insured person applies if the PZU Życie SA liability towards this person begins later than in the fourth month counting from:
   1) conclusion of the contract, provided that the basic insured person had a legal relationship with the policyholder on the day the contract was concluded;
   2) establishment of a legal relationship between the basic insured person and the policyholder, provided that the relationship was established after the day the contract was concluded.
   3) reaching 18 years of age after the day the contract was concluded.

5. In relation to the person who immediately before accession to the insurance was covered by P Plus group insurance taken out by a given policyholder, but with a lower sum insured or with a lower amount of the benefit - during the grace period, i.e. within 6 months from the beginning of the liability, PZU Życie SA is not responsible for the difference between the current and previous sum insured and the amount of the benefit, subject to sub-paragraph 6.

6. The grace period does not apply if the death was caused by an accident.

PERSONS ENTITLED TO RECEIVE THE BENEFIT

§ 28

The right to the benefit on account of death of the insured person is vested in the beneficiary, subject to § 30.

§ 29

1. The insured person has the right to indicate, change and revoke beneficiaries.

2. If the insured person indicated several beneficiaries, and some of them died before the death of the insured person or lost their right to the benefit, then their part of the benefit is distributed proportionally among the remaining beneficiaries.

§ 30

If the insured did not indicate the beneficiary, or if all the beneficiaries died before the death of the insured person or lost their right to the benefit, then the benefit is due to the following members of the insured person's family listed below in order of priority:

1) the spouse - full benefit,
2) children - in equal parts;
3) parents - in equal parts;
4) other statutory heirs of the insured person in equal parts.

§ 31

The benefit is not granted to the person who intentionally contributed to the death of the insured person.

FULFILLMENT OF THE OBLIGATIONS

§ 32

1. The person applying for the performance of the contractual obligation submits the following to PZU Życie SA:
   1) claim notification;
   2) certificate of death of the insured person;
   3) medical confirmation of death or, if it is not possible to obtain it, medical documentation stating the cause of death, if death was caused by an accident or if death occurred in the first two years from the beginning of the PZU Życie SA liability towards the insured person;
   4) other documents necessary to prove legitimacy of the claim - at the request of PZU Życie SA.

2. PZU Życie SA decides about the legitimacy of the claim based on the documentation referred to in sub-paragraph 1.

3. If the documents submitted by the applicant are made in a language other than Polish, the applicant provides them translated into Polish by a sworn translator.

§ 33

1. PZU Życie SA fulfills its obligations within 30 days from the date of receipt of the notification about the event covered by the PZU Życie SA liability.

2. If it is impossible to clarify circumstances necessary to determine the PZU Życie SA liability with regard to the insured person or the amount of the obligation in the above-mentioned period, PZU Życie SA fulfills the obligation within 14 days from the date on which it was possible to clarify these circumstances with due diligence, except that the non-disputable part of the benefit is paid within the period set forth in sub-paragraph 1.

§ 34

The benefit is paid on a one-basis in the full amount due.

§ 35

1. If PZU Życie SA, in connection with the fulfillment of any of its obligations under the contract, is obliged, in accordance with applicable law, to collect and pay any amounts, in particular amounts due to tax liabilities of entitled persons, amounts collected and paid by PZU Życie SA reduce the relevant amounts paid out by PZU Życie SA under the contract.

2. Taxation of PZU Życie SA liabilities is governed by applicable law regarding income tax, in particular provisions of the Act on personal income tax.

§ 36

If the benefit is not due in whole or in part,
PZU Życie SA immediately informs the claimant and the insured person, if the insured person is not the claimant, thereof, indicating

circumstances and legal basis justifying refusal to pay the benefit in whole or in part, along with instructions regarding the possibility of seeking claims in court.

FINAL PROVISIONS

§ 37

1. Claims arising from the contract may be filed in accordance with the provisions on general jurisdiction or before the court having territorial jurisdiction over the place of residence or registered office of: the policyholder, insured person, beneficiary or other person entitled to demand performance under the contract of insurance, or before the court having territorial jurisdiction over the place of residence of the inheritor of: the insured person, beneficiary or other person entitled to demand performance under the contract of insurance.

2. The relationships under the contract are governed by Polish law.

§ 38

Provisions of the Civil Code, the Act on insurance and reinsurance activity and other relevant legal regulations apply in matters not covered by the general terms and conditions of insurance.

§ 39

1. All notifications, applications and statements made by PZU Życie SA in connection with the contract must be made in writing or in other form agreed upon by the policyholder and PZU Życie SA in order to be valid, and have legal effect upon their delivery.

2. All notifications, applications and statements submitted to PZU Życie SA in connection with the contract must be made in writing or in other form agreed upon by the policyholder and PZU Życie SA in order to be valid, and have legal effect upon their delivery.

3. PZU Życie SA, the policyholder and the insured person are obliged to inform each other any change of their addresses.

§ 40

1. The policyholder, the insured person, the beneficiary, and other person entitled to the benefit under the contract of insurance, who is a natural person, have the right to file complaints within the meaning of the Act on complaint handling by entities of the financial market and on the financial ombudsman, i.e. the right to submit a letter to PZU Życie SA with a complaint about the services provided by PZU Życie SA.

2. Complaints may be submitted at any branch office of PZU Życie SA which provides customer service.

3. Complaints may be filed:
   1) in writing – delivered in person or via post within the meaning of the Postal Law Act;
   2) orally – by phone or in person, with an entry being made in the relevant records during a visit of the person referred to in sub-paragraph 1 at the unit referred to in sub-paragraph 2;
   3) in electronic form – by sending an email to reklamacje@pzu.pl or by completing the form which may be found at www.pzu.pl.

4. PZU Życie SA handles complaints and responds thereto without undue delay, but no later than within 30 days of receiving the complaint, subject to sub-paragraph 5.

5. In particularly intricate circumstances when the complaint cannot be handled and the response cannot be delivered within the period set out in sub-paragraph 4, PZU Życie SA notifies the complainant of:
   1) the reason for delay;
   2) the circumstances which must be established before the complaint can be examined;
   3) the date by which the complaint is expected to be examined and replied to, which may not exceed 60 days following the day on which the complaint was received.

6. PZU Życie SA response to the complaint is submitted to the complainant as a hardcopy or using another permanent information carrier within the meaning of the Act on payment services, or by email, solely at the complainant's request.

7. The customer referred to in sub-paragraph 1 has the right to file a complaint to the Financial Ombudsman concerning:
   1) rejection of claims during the complaint handling procedure;
   2) failure to perform activities resulting from the complaint handled as requested by the customer within the time limit specified in the reply to the complaint.

8. A grievance or appeal that is not a complaint referred to in sub-paragraph 1, is submitted in writing, by post, courier or in person, to any organizational unit of PZU Życie SA in a manner enabling identification of the applicant and the subject of the grievance or appeal.

9. Grievances and appeals are handled by organizational units of PZU Życie SA in accordance with their scope of operation.

10. PZU Życie SA handles a grievance or appeal immediately, but no later than within 30 days from receiving the grievance or appeal, and replies in writing, and if it is impossible to handle the grievance or appeal within the above-mentioned time limit, PZU Życie SA notifies the applicant thereof in writing, stating the reason for the delay as well as giving the new deadline for the consideration of the grievance or appeal.

11. The policyholder, insured person, beneficiary, and other person entitled to demand performance under the contract of insurance, who is a consumer, has the right to apply for assistance to the Municipal and County Consumer Ombudsman.

12. PZU Życie SA is supervised by the Polish Financial Supervision Authority.

13. Reports on solvency and financial situation of the insurance company are available at www.pzu.pl, in the Investor Relations section.

§ 41

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

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