INSURANCE PRODUCT INFORMATION DOCUMENT AND GENERAL TERMS AND CONDITIONS OF SUPPLEMENTARY GROUP INSURANCE FOR PERMANENT HEALTH IMPAIRMENT RESULTING FROM AN ACCIDENT

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

SUPPLEMENTARY GROUP INSURANCE FOR PERMANENT HEALTH IMPAIRMENT RESULTING FROM AN ACCIDENT

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 Supplementary Group Insurance for Permanent Health Impairment Resulting from an Accident, code of terms and conditions: TUGP30 (OWU). Before you decide to enter into a contract, your are advised to read and understand the GTC.

The entry into the contract is voluntary.

This product information document

- is presented 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 a sole basis for the decision to insure.

What is insured?

The subject of insurance is the health of the insured.
The insurance covers permanent impairment of the insured's health resulting from an accident occurring in the period of our liability.

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

In the event of a permanent health impairment sustained by the insured in the period of cover, we will pay a benefit to the insured equal to a percentage of the sum insured applicable on the day of the accident per 1% of health impairment.
The supplementary insurance contract can be concluded together with the basic insurance contract.

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.
Taking out of supplementary insurance is only possible together with the basic insurance.

What is the term of the contract?

The supplementary insurance contract is signed for a specified period of time, coinciding with the term of the basic insurance contract.
If the basic insurance contract is renewed, the supplementary insurance contract is renewed for the same period of time.

Where am I covered?

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

When and how do I pay the premium?

The amount of the contractual premium for supplementary insurance is specified in the insurance application and confirmed in the policy. The premium must be paid by the policyholder together with the basic insurance premium.

When does the cover start and end?

Our liability (i.e. insurance coverage) starts in accordance with the rules applicable to basic insurance.

Our liability to the insured ends in accordance with the rules applicable to basic insurance.

Major exclusions and limitations of liability – what is not covered by the insurance?

We are not liable if:

- events triggering exclusion of liability under the basic insurance occur;
- there is no cause and effect relationship between the accident and the permanent health impairment;
- 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 supplementary 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 supplementary insurance contract may also be terminated by not renewing it.

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 a 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 supplementary group insurance for permanent health impairment resulting from accident, code of terms and conditions: TUGP30 (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 § 5 GTC § 11 GTC § 15 GTC § 16–19 GTC § 20 GTC
2.	Liability limitations and exclusions entitling the insurance company to refuse to pay or to reduce benefits.	§ 2 GTC § 13 GTC § 14 GTC § 17–18 GTC § 20 GTC

GENERAL TERMS AND CONDITIONS OF SUPPLEMENTARY GROUP INSURANCE FOR PERMANENT HEALTH IMPAIRMENT RESULTING FROM AN ACCIDENT

Code of terms and conditions: TUGP30

GENERAL PROVISIONS

§ 1

These general terms and conditions of insurance are applicable to contracts of supplementary group insurance for permanent health impairment resulting from an accident entered into as supplementary contracts to contracts of group life insurance indicated by PZU Życie SA, referred to as the basic insurance.

§ 2

1. The term permanent health impairment used in the general terms and conditions of insurance means permanent damage to an organ or system consisting of the physical loss of that organ or system or the impairment of its function, which is considered unlikely to remit.
2. If these general terms and conditions of insurance do not provide otherwise, the terms defined in the general terms and conditions of the basic insurance have the same meaning in these general terms and conditions of insurance.

SUBJECT AND SCOPE OF INSURANCE COVER

§ 3

The subject of insurance is the health of the insured.

§ 4

The insurance covers permanent impairment of the insured's health resulting from an accident occurring in the period of liability PZU Życie SA.

§ 5

PZU Życie SA shall pay out a benefit in the case of a permanent health impairment 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 accident per 1% of permanent health impairment.

SIGNING THE CONTRACT AND TAKING OUT INSURANCE

§ 6

The supplementary insurance contract can be entered into upon the conclusion of the basic insurance contract.

§ 7

Taking out of supplementary insurance is only possible together with the basic insurance.

TERM OF THE CONTRACT

§ 8

1. The supplementary insurance contract is signed for a specified period of time, coinciding with the term of the basic insurance contract.
2. If the basic insurance contract is renewed, the supplementary insurance contract is renewed for the same period of time.

WITHDRAWAL FROM THE CONTRACT

§ 9

1. The terms of withdrawal from the supplementary insurance contract are the same as the terms set forth for the basic insurance.
2. Withdrawal from the basic insurance contract results in the withdrawal from the supplementary insurance contract.

TERMINATION OF THE CONTRACT

§ 10

1. The terms of termination of the supplementary insurance contract are the same as the terms set forth for the basic insurance.
2. Termination of the basic insurance contract results in the termination of the supplementary insurance contract.

SUM INSURED

§ 11

1. The sum insured is specified in the insurance application and confirmed in the policy.
2. The sum insured is not subject to any changes throughout the term of the contract.

PREMIUM

§ 12

1. 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.
2. The amount of the contractual premium for supplementary insurance is specified in the insurance application and confirmed in the policy.
3. The premium shall be paid together with the basic insurance premium.

START AND END OF LIABILITY OF PZU ŻYCIE SA

§ 13

1. The liability of PZU Życie SA to the insured starts in accordance with the rules applicable to basic insurance.
2. The liability of PZU Życie SA to the insured ends on the end date of the liability PZU Życie SA under basic insurance.

EXCLUSIONS AND LIMITATIONS OF LIABILITY OF PZU ŻYCIE SA

§ 14

PZU Życie SA shall not be liable for the consequences of an accident which occurred before the start of the liability of PZU Życie SA to the insured or:

1) as a result of acts of war, active involvement of the insured in acts of terror or mass civil unrest;

2) as a result of a wrongful act amounting to intentional offence committed or attempted by the insured;
3) as a result of a traffic accident if the insured drove the vehicle:
   a) without the driving licence for the vehicle concerned required by the applicable regulations,
   b) while intoxicated or under the influence of alcohol, drugs, narcotic substances, psychoactive substances or their substitutes within the meaning of substance abuse prevention legislation, if the circumstances referred to in a) or b) had an impact on the occurrence of the event;
4) the insured was under the influence of alcohol, drugs, narcotic substances, psychoactive substances or their substitutes within the meaning of substance abuse prevention legislation and this led to the accident;
5) as a result of self-harm or a suicide attempted by the insured;
6) as a direct result of poisoning caused by alcohol consumption or use of drugs, narcotic substances, psychoactive substances or their substitutes within the meaning of substance abuse prevention legislation, or use of pharmaceutical products irrespective of the dose;
7) as a result of bodily injuries caused by treatment and medical or diagnostic procedures, irrespective of who carried out such treatment or procedures, unless the treatment of immediate consequences of an accident was involved.

PERSONS ELIGIBLE FOR BENEFITS

§ 15

The entitlement to a benefit for permanent health impairment resulting from an accident is vested in the insured.

PERFORMANCE OF OBLIGATIONS

§ 16

1. A person demanding that a contractual obligation be met shall submit the following to PZU Życie SA:
   1) a claim;
   2) medical records confirming permanent health impairment;
   3) 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 for permanent health impairment is valid and determine the degree (percentage) of health impairment on the basis of the documentation referred to in par. 1., an opinion or report issued by its designated medical examiner and results of medical examinations requested by PZU Życie SA, if any.
3. PZU Życie SA shall cover the cost of its designated medical examiner and the cost of the medical examinations requested by PZU Życie SA.

§ 17

1. The entitlement to the benefit exists provided that there was a normal cause and effect relationship between the accident and the insured's permanent health impairment from the medical point of view.
2. The entitlement to a benefit for permanent health impairment resulting from an accident is capped at 100% of permanent health impairment caused by a single accident.

§ 18

1. The degree (percentage) of permanent health impairment is established after the end of the treatment and rehabilitation period.
2. If the treatment and rehabilitation do not end within four months after the date of accident, PZU Życie SA shall request a medical examiner to issue an opinion or report and, possibly, request for medical examinations and pay out the undisputed portion of the benefit.
3. If the medical examiner is unable to establish the final degree (percentage) of permanent health impairment, PZU Życie SA shall again request a medical examiner, however no later than in the 24th month after the date of the accident, to establish the final degree (percentage) of permanent health impairment.
4. In the event of loss of or damage to an organ or system which had been damaged before the accident as a result of a pre-existing illness or injury, with an impact on the determination of the current degree (percentage) of permanent health impairment, the degree (percentage) of permanent health impairment shall be determined analytically, as the difference between the condition of the organ or system before the accident and its condition after the accident.
5. The Permanent Health Impairment Percentage Matrix attached to the general terms and conditions of insurance will be used to establish the degree (percentage) of permanent health impairment.
6. The type of work or activities carried out by the insured is not taken into consideration when establishing the degree (percentage) of permanent health impairment.
7. Following the determination of the degree (percentage) of permanent health impairment, no future change (whether improvement or deterioration) will give rise to a change in the amount of the benefit.

§ 19

The benefit shall be paid as a lump sum in its entirety, subject to § 18 par. 2 and 3.

FINAL PROVISIONS

§ 20

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

§ 21

1. These general terms and conditions of insurance were approved by resolution No. UZ/86/2004 of the Management Board of Powszechny Zakład Ubezpieczeń na Życie SA of 3 March 2004, as amended by resolution No. UZ/145/2009 of the Management Board of Powszechny Zakład Ubezpieczeń na Życie SA of 14 May 2009, resolution No. UZ/19/2011 of the Management Board of Powszechny Zakład Ubezpieczeń na Życie SA of 24 January 2011 and resolution No. UZ/150/2013 of the Management Board of Powszechny Zakład Ubezpieczeń na Życie SA of 5 August 2013.
2. These general terms and conditions shall enter into force on 1 November 2013.