PZU ŻYCIE SA CHANGES THE DEFINITION OF CHEMOTHERAPY AFTER THE INTERVENTION OF THE PRESIDENT OF UOKiK

* **PZU Życie SA introduces a new definition of chemotherapy in its general terms and conditions of insurance (GTCI) - this is the result of the actions taken by the President of Office of Competition and Consumer Protection.**
* **As a consequence, the insurer will also pay benefits when the drug is administered orally, not only by means of an injection as practiced before.**
* **If PZU Życie has refused to pay the Consumer the benefit solely for this reason, they should submit the application again.**

 **[Warsaw, 31 December 2020]** The Office of Competition and Consumer Protection (UOKiK) received a complaint from a consumer whom Powszechny Zakład Ubezpieczeń Życie SA has refused to reimburse the costs of chronic lymphocytic leukemia therapy, although he had acquired a policy for specialist treatment. The insurer explained that, according to the definition contained in the GTCI, chemotherapy covered only treatment with parenteral anticancer drugs, and the patient in question took them orally. The case raised doubts of the President of UOKiK, who instigated explanatory proceedings and asked the company to change its practices. As a result, PZU Życie will change the definition of chemotherapy in the GTCI that are the subject of the proceedings for one that is more favorable for consumers, and will also enable the pursuit of claims by the persons it issued a negative decision to after 1 January 2017.

*“Medical definitions included in the general terms and conditions of insurance must be clear and unambiguous. They cannot narrow down the concepts of a disease or a therapy. One must remember that it is the doctor that decides about the method of treatment each time. If a doctor decides that orally administered drugs will produce the best results in a given case, this cannot be a reason for the refusal of payment of the benefit*. *Thanks to the fact that PZU Życie company will change the definition and take into account the claims of the injured consumers, it will avoid having charges brought against it,”* says Tomasz Chróstny, President of the Office of Competition and Consumer Protection.

Until now, the GTCI, which are the subject of the proceedings, used by PZU Życie, referred to chemotherapy as "a method of **systemic treatment** of a neoplastic disease using at least one drug from the L group according to the ATC classification **administered parenterally**". According to this definition, the company refused to pay benefits both when the drugs were administered orally and when they affected inly one organ or tumor cells, and not systemically - the entire body. After negotiations between the President of Office of Competition and Consumer Protection and PZU Życie and consultations with the Patient Rights Ombudsman, the insurer adopted a new definition of chemotherapy as "a method of treating a malignant neoplasm with the use of at least one anticancer drug belonging to L01 group according to the ATC classification" provided that "the protection does not cover the use of hormonal drugs from the L02 group, immunostimulants from the L03 group and immunosuppressants from the L04 group according to the ATC classification in the treatment of malignant neoplasm”. The new definition no longer includes any condition for the drug to affect the whole body and any restrictions in the way drugs are administered.

Thanks to the actions undertaken by the President of Office of Competition and Consumer Protection, anyone with regard to whom PZU Życie has refused to pay the benefit under the old definition of chemotherapy after 1 January 2017 will have a chance to obtain it. The company will notify them of this possibility. They will have 30 days from the date of notification to reapply for the payment.

The President of Office of Competition and Consumer Protection already dealt with a similar case in 2010. At that time, doubts were raised by the definition of a heart attack applied by PZU Życie, on the basis of which the company refused to pay compensation to many patients. Following consultations with cardiology experts, the President of OCCP stated that the definition did not correspond to the existing medical knowledge. In the event of a heart attack, the condition mentioned by PZU Życie in the GTCI - the Q wave on the ECG - did not have to occur. The fine of almost PLN 4 million for misleading consumers was upheld in 2013 by the Court of Appeal.

**Consumer support:**

Phone: +48 801 440 220 or +48 22 290 89 16 – consumer helpline
Email: porady@dlakonsumentow.pl
[Consumer advocates](https://uokik.gov.pl/pomoc.php) – in your town or district
Patient Helpline: 800 190 590