# GENERAL TERMS
# ADDITIONAL GROUP INSURANCE IN THE EVENT OF COMPLETE INCAPACITY FOR EMPLOYMENT AND INDEPENDENT LIVING

The table below presents the provisions of the general terms and conditions of the additional group insurance in the event of a complete inability to work and independent existence, terms and conditions code TNGP55 (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 |
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| 1. | Conditions for benefit payment | items 1-2<br>items 4-6<br>items 12-14<br>item 32<br>items 33-37<br>item 38 |
| 2. | Restrictions and exemptions of the facility's liability insurance granting the right to refuse or reduce the payment of benefits or to reduce them | items 1-2<br>item 6<br>items 7-10<br>item 11<br>items 29-30<br>item 31<br>item 38 |

# GENERAL CONDITIONS FOR SUPPLEMENTARY GROUP INSURANCE IN THE EVENT OF COMPLETE INCAPACITY FOR EMPLOYMENT AND INDEPENDENT LIVING

GTC code: TNGP55

The Board of Directors of PZU Życie SA set out the general terms and conditions of the additional group insurance in case of complete incapacity for employment and independent living by means of Resolution No. UZ/202/2021 of 9 November 2021 (hereinafter referred to as the 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
– what do the terms actually mean

**1.** the GTC uses the following terminology:
   1) **complete incapacity for employment and independent living** – impairment of bodily functions which results in a total:
      a) loss of ability to perform any work, and
      b) need for assistance from another person to meet at least two of the following basic living needs: washing, dressing, eating, moving around the home.
      We are only responsible for such total inability to work and live independently that is permanent, i.e. according to current medical knowledge, there is no positive prognosis for regaining the ability to work and live independently;
   2) **disease** – a condition of the body that involves an abnormal response of systems or organs to external or internal environmental stimuli;
   3) **insurance protection period** – the period of time during which our liability to the insured under the supplementary insurance continues;
   4) **diagnostic and treatment procedure** – medical procedure consisting of the patient's medical history, physical examination of the patient and additional examinations to establish the diagnosis or medical procedure aimed at treatment;
   5) **supplementary insurance** – the insurance agreement to which these GTC apply;
   6) **basic insurance** – PZU Na Życie Plus group insurance agreement, to which the policyholder has the right to take out additional insurance;
   7) **occurrence of total inability to work and lead an independent life** – the date on which, according to the documentation, the insured became incapable of working and living independently.

**2.** The other terms used in these GTC are defined in the general terms and conditions of the basic insurance – the same terms retain the same meaning.

## OBJECT OF INSURANCE
– what do we insure

**3.** We insure your health.

## SCOPE OF INSRUANCE AND THE BENEFIT AMOUNT
– which events do we pay for and what amounts

**4.** The supplementary insurance covers the occurrence of your total incapacity to work and live independently as a result of an accident or illness.

**5.** In the event you become completely unable to work and live independently, we will pay you a benefit equal to the percentage of the sum insured current at the date of the occurrence of total incapacity for work and independent living, as specified in the policy and individual confirmation of insurance.

**6.** Both total incapacity for work and independent living and an accident or illness resulting in total incapacity for work and independent living must occur during the period of protection.

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## EXCLUSIONS OF PROTECTION
– i.e. cases in which you are not eligible for a benefit

7. For the purposes of defining our exclusions of protection, we use the term **competitive sports** – meaning the practice of sports by:
   1) members of the personnel of clubs who take part in professional, national or international competitions. These competitions must be organised by: the sports federation or professional sports federation responsible for the sport in question – or
   2) individuals who play individual sports and participate in professional, national or international competitions. These competitions must be organised by: the sports federation or professional sports federation responsible for the sport in question – or
   3) persons who receive remuneration, as well as scholarships or reimbursement of expenses related to the practice of individual sports or team games (per diems, allowances) – on the basis of an employment contract or a civil law contract.
8. We cease all liability in the event the total inability to work and live independently is the result of a disease that has occurred or for which diagnostic and therapeutic treatment was initiated before the start of the period of cover.
9. The exclusion from protection under section 8 shall not apply:
   1) to situations where the diagnostic and therapeutic procedure began and ended before the insured person reached the age of 18;
   2) total inability to work and to lead an independent life due to illness, without the causal link between the previous and the present occurrence of the same illness.
10. Our liability does not cover total incapacity for work and independent living caused by an accident that occurred before the start of our cover or that arises:
    1) occurring in war operations;
    2) as a result of active participation of the insured in the acts of terror or mass social unrest;
    3) as a result of the commission or attempted commission by the child of an act which fulfils the requirements of an intentional crime;
    4) as a result of a traffic accident while the insured was driving a vehicle:
       a) without holding the authority to drive as defined by the law
       b) being under the influence of alcohol or in a state of intoxication as defined by the regulations on education in sobriety and counteracting alcoholism or after using: drugs, narcotics, psychotropic substances or substitutes within the meaning of the provisions on counteracting drug addiction,

       – as far as any of these circumstances played a role in the traffic accident;
    5) when the Insured was intoxicated within the meaning of regulations on upbringing in sobriety and counteracting alcoholism or after using: drugs, narcotics, psychotropic substances or substitutes within the meaning of regulations on counteracting drug addiction - if any of these circumstances impacted the total incapacity for work and independent existence;
    6) as a result of the insured's self-harm or attempted suicide;
    7) directly as a result of intoxication by alcohol, drugs, narcotics, psycho-tropic substances or substitutes – within the meaning of the regulations on counteracting drug addiction – and in the scope of the illnesses caused by the aforementioned substances;
    8) as a result of the use of medicinal products by the insured not in accordance with the doctor's prescription or not in accordance with the information contained in the leaflet accompanying the medicinal product, and as a result of conditions caused by the misuse of the aforementioned products;
    9) in result of bodily injuries caused by medical treatment and therapeutic or diagnostic procedures, regardless of who they were performed by – unless it was to treat the direct consequences of an accident;
    10) as a result of the insured's competitive sporting activities.

## PROTECTION RESTRICTIONS
– i.e., cases where the insurance coverage is reduced

11. If you are over 55 years of age, the insurance covers only complete incapacity for work and independent living resulting from a personal accident.

## SUM INSURED
– what is it, and where is it indicated

12. The sum insured is the amount which we use as the basis for determining the benefit due.
13. The amount of the sum insured can be included in the policy and in the individual confirmation of insurance.
14. 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 does it depend on and when to pay it

15. Amount of the premium per the insured:
    1) takes into account the change in coverage associated with the insured turning 55;

2) it is fixed, but may be changed by mutual agreement;
3) it depends on:
a) the sum insured,
b) benefit amount
c) the number, age structure and gender of those who take out insurance, as well as the type of work they do.

**16.** The amount of the premium applicable to the additional insurance agreement is specified in the application for conclusion of the agreement as well as in the policy.

**17.** The policyholder pays us the premiums for the supplementary insurance on a monthly basis, together with the premium for the primary insurance.

## TAKING OUT AND JOINING SUPPLEMENTARY INSURANCE
– i.e., How do we insure you

**18.** Supplementary insurance may be taken out either with or during the conclusion of the basic insurance.

**19.** The additional insurance may be joined by insured persons who joined the basic insurance.

## DURATION OF SUPPLEMENTARY INSURANCE
– i.e., which period we take out the supplementary insurance for

**20.** The policyholder may take out supplementary insurance with us for a limited period. We confirm the duration of the additional insurance in the policy. If the additional insurance is taken out between policy anniversaries, our cover continues until the next policy anniversary.

## EXTENSION OF SUPPLEMENTARY INSURANCE
– what are the rules for extending supplementary insurance

**21.** Unless otherwise agreed by either party to the contract and provided that the primary insurance is in force, the supplementary insurance shall be automatically extended for the next policy year – under the same conditions. In this case, as an insured, you do not have to re-submit the declaration of membership.

**22.** Either party has the right to cancel the extension of the supplementary insurance, of which it shall notify the other party in writing. This must be done at the latest 30 days before the termination of this insurance.

## WITHDRAWAL FROM SUPPLEMENTARY INSURANCE
– i.e. the conditions under which a policyholder may withdraw from the supplementary insurance

**23.** The cancellation of the additional insurance is carried out in accordance with the rules laid down in the basic insurance.

**24.** If the policyholder cancels the primary insurance, this results in cancellation of the secondary insurance.

**25.** If the policyholder withdraws from the additional insurance, this does not result in withdrawal from the primary insurance.

## TERMINATION OF SUPPLEMENTARY INSURANCE
– i.e. the manner in which the policyholder can cancel the supplementary insurance

**26.** The termination of the supplementary insurance is carried out in accordance with the rules outlined in the basic insurance.

**27.** In the event the policyholder terminates the primary insurance, this results in the termination of the secondary insurance.

**28.** If the policyholder terminates the additional insurance, this does not result in termination of the primary insurance.

## THE BEGINNING OF OUR PROTECTION
– when our insurance protection starts

**29.** Coverage under the supplementary insurance commences as described in the basic insurance.

**30.** Cover under the additional insurance shall only commence if the cover under the basic insurance is in force.

## THE CESSATION OF OUR PROTECTION
– i.e. when the supplementary insurance ends

**31.** The cover under the supplementary insurance ceases:
1) from the date of termination of cover under the primary insurance;
2) from the date on which we receive the policyholder’s declaration that he or she is withdrawing from the additional insurance;
3) on the date of termination of cover under the supplementary insurance – if not renewed;

4) on the last day of the month in which you cancel the supplementary insurance;
5) at the end of the month of the supplementary insurance on the current terms and conditions, if you have not given the required consent to change the supplementary insurance;
6) as from the date of expiry of the notice period of the supplementary insurance;
7) as from the date on which the supplementary insurance is terminated;
8) on the date the insured person turns 55 – to the extent of total incapacity for work and independent living due to illness – in relation to that insured person.

## PERSONS ENTITLED TO OBTAIN THE BENEFIT
– the person to whom the payment is due

**32.** In such case you have the right to receive the benefit.

## PROVISION OF THE HEALTH BENEFIT
– when we pay the benefit

**33.** If you develop total incapacity for work and independent living, please provide us with:
1) a request for payment of a benefit,
2) medical documentation from the course of treatment proving total incapacity for work and independent living and the date of its occurrence or a certificate – if you are in possession of such a certificate.

**34.** In cases where the documents referred to in section 33 are not sufficient to conclude that the benefit payment is due, we may additionally:
1) ask for another document that proves the inability to work and independent existence;
2) ask for the opinion of the doctor identified by us;
3) order medical tests – if necessary.

**35.** We cover the costs of the doctor's opinion and the medical tests we order.

**36.** If the documents we have requested are in a language other than Polish, you must provide us with a Polish translation. This translation must be carried out by a sworn translator.

**37.** We decide on the payment of the benefit on the basis of the documentation provided.

## FINAL PROVISIONS
– what other matters are important

**38.** Any matters not regulated by the supplementary insurance shall be subject to the general terms and conditions of basic insurance, the provisions of the Civil Code, the Act on Insurance and Reinsurance Activity and any other applicable laws.