GENERAL TERMS AND CONDITIONS OF THE ADDITIONAL GROUP INSURANCE AGAINST DEATH OF THE INSURED PERSON CAUSED BY A TRAFFIC ACCIDENT

Information indicating which of the provisions of the general terms and conditions of the additional group insurance against death of the insured person caused by a traffic accident, condition code WKGP32 (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 § 5 OF GTCI § 12 OF GTCI § 17 OF GTCI § 18 OF GTCI § 19 OF GTCI § 20 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 § 14 – 15 OF GTCI § 16 OF GTCI § 19 OF GTCI § 20 OF GTCI

GENERAL TERMS AND CONDITIONS OF THE ADDITIONAL GROUP INSURANCE AGAINST DEATH OF THE INSURED PERSON CAUSED BY A TRAFFIC ACCIDENT

Condition code: WKGP32

GENERAL PROVISIONS

§ 1

These general terms and conditions of insurance apply to the contracts of additional group insurance against death of the insured person caused by a traffic accident, concluded as contracts of additional insurance to group life insurance contracts indicated by PZU Życie SA, hereinafter referred to as the basic insurance.

§ 2

1. Terms used in the general terms and conditions of insurance mean:
   1) **ship** - a passenger or cargo sea vessel or inland waterway vessel, except warships, powered by motor or sailing;
   2) **traffic accident** - an accident:
      a) caused by road traffic in which the insured person participated as a road user or driver, with "vehicle", "road", "road user" and "driver" being understood in accordance with the meaning provided for in the applicable legal regulations on road traffic; a tram is also considered a vehicle,
      b) caused by railway traffic in which the insured person participated as a passenger or crew member of a railway vehicle hauled by a traction vehicle, with the proviso that:
         - the railway vehicle means a vehicle adapted to move on its own wheels on railway tracks,
         - the traction vehicle means a railway vehicle with its own drive, including subway,

      the traffic accident within the meaning provided for in letter b) does not include accidents in connection with a facility's internal rail transport and with cable and funicular transport,
      c) caused by the operation of a passenger aircraft of licensed airlines which took place when any person went aboard with an intention of execution of the flight until any and all passengers remaining aboard leave the aircraft, whereas the aircraft was damaged or its structure was destroyed or it went missing and was not found, and the official search for the aircraft was cancelled or the aircraft remains at an inaccessible place,
      d) caused by the movement of the ship where the insured person was a crew member or passenger, and the ship sank or was damaged or its structure was destroyed, or the ship went missing and was not found, and the official search for the ship was cancelled or the ship remains at an inaccessible place.

2. If these general terms and conditions of insurance do not provide otherwise, terms defined in the general terms and conditions of basic insurance are used in these general terms and conditions of insurance in the same meaning.

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 caused by a traffic accident which took place during the period of the PZU Życie SA liability.

BENEFITS UNDER THE CONTRACT

§ 5

In the event of death of the insured person caused by a traffic accident, 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

§ 6

The contract of additional insurance may be concluded along with the conclusion of contract of basic insurance or at any time throughout its term.

§ 7

Insured persons covered by the basic insurance may accede to the insurance.

DURATION OF THE CONTRACT

§ 8

1. The contract of additional insurance is concluded for one year, with the proviso that if it is concluded between the anniversaries of the policy, it is concluded for the period up to the next anniversary of the policy.

2. The contract of additional insurance is extended by consecutive annual periods, provided that the contract of basic insurance is in effect, and none of the parties decides otherwise, except that the statement expressing the intention not to extend the contract of additional insurance for the next period should be submitted to the other party in writing, 30 days before the end of the period for which the contract of additional insurance was concluded.

§ 9

In the case of extension of the contract of additional insurance for another period, submission of the declaration of accession is not required.

WITHDRAWAL FROM THE CONTRACT

§ 10

1. Rules of withdrawal from the contract of additional insurance are consistent with the rules set forth in the basic insurance.

2. Withdrawal from the contract of basic insurance results in the withdrawal from the contract of additional insurance.

3. Withdrawal from the contract of additional insurance does not result in the withdrawal from the contract of basic insurance.

CONTRACT TERMINATION

§ 11

1. Rules governing termination of the contract of additional insurance are consistent with the rules set forth in the basic insurance.

2. Termination of the contract of basic insurance results in the termination of the contract of additional insurance.

3. Termination of the contract of additional insurance does not

result in the termination of the contract of basic insurance.

SUM INSURED

§ 12

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

PREMIUM

§ 13

1. The amount of the premium is determined by PZU Życie SA depending on the amount of the sum insured, amount of the benefit, frequency of the premium payment, as well as the number, age, sex, and professional structure of persons acceding to the insurance.
2. The amount of the premium in the contract of additional insurance is specified in the application for the conclusion of the contract, and confirmed by the policy.
3. The premium is paid together with the premium for the basic insurance.

BEGINNING AND END OF THE PZU ŻYCIE SA LIABILITY

§ 14

The PZU Życie SA liability towards the insured person begins in accordance with the rules set forth in the basic insurance.

§ 15

The PZU Życie SA liability towards the insured person ends on the day of occurrence of one of the following circumstances:

1) termination of the PZU Życie SA liability under the basic insurance;
2) receipt by PZU Życie SA of a declaration on the policyholder's withdrawal from the contract of additional insurance;
3) lapse of the term of the contract of additional insurance in the event of its non-extension;
4) lapse of the period for which the premium was paid in the event of the insured person's resignation from the additional insurance;
5) lapse of the period of the notice of termination relating to the contract of additional insurance;
6) termination of the contract of additional insurance.

EXCLUSIONS OF PZU ŻYCIE SA LIABILITY

§ 16

PZU Życie SA is not responsible for the consequences of a traffic accident that occurred before the beginning of PZU Życie SA liability in relation to the insured person, or:

1) as a result of warfare, active participation of the insured person in acts of terror or mass social unrest;
2) as a result of the insured person committing or attempting to commit an act that satisfies the statutory definition of an intentional crime;
3) when the insured person was driving a vehicle:
   a) without the rights, specified in the relevant legal provisions, to drive a given vehicle,
   b) being after alcohol use or under the influence of alcohol, illegal drugs, intoxicants, psychoactive substances or alternative substances within the meaning of the regulations on combating drug addiction,
   c) without a valid technical inspection or other documents allowing the vehicle to be used on the roads,

   provided that the circumstances referred to in letters a), b) or c) had an influence on the occurrence of the event;
4) if the insured person was under the influence of alcohol, illegal drugs, intoxicants, psychoactive substances or alternative substances within the meaning of the applicable regulations on combating drug addiction, which caused the traffic accident;
5) as a result of self-mutilation, or suicide or attempted suicide by the insured person.

PERSONS ENTITLED TO RECEIVE THE BENEFIT

§ 17

1. The right to the benefit on account of death of the insured person caused by a traffic accident is vested in the beneficiary.
2. The rules set forth in the basic insurance apply to the beneficiary, including the mode and manner of designating and revoking the beneficiary.

FULFILLMENT OF THE OBLIGATIONS

§ 18

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;
   4) other documents necessary to prove legitimacy of the claim, in particular documentation confirming circumstances of the traffic accident - 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.

§ 19

1. The right to the benefit exists if, from the medical point of view, there is a normal causal relationship between the traffic accident and the death of the insured person.
2. The right to the benefit exists if the death of the insured person occurred during the period of the PZU Życie SA liability.

FINAL PROVISIONS

§ 20

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

§ 21

1. These general terms and conditions of insurance were approved by the resolution no. UZ/340/2007 of the Management Board of Powszechny Zakład Ubezpieczeń na Życie SA of 11 July 2007, as amended by the resolution no. UZ/145/2009 of the Management Board of Powszechny Zakład Ubezpieczeń na Życie SA of 14 May 2009, the resolution no. UZ/19/2011 of the Management Board of Powszechny Zakład Ubezpieczeń na Życie SA of 24 January 2011, and the 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 enter into force on 1 November 2013.

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Dariusz Krzewina

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Rafał Grodzicki

President of the Management Board,
Powszechny Zakład Ubezpieczeń na
Życie Spółka Akcyjna

Member of the Management Board,
Powszechny Zakład Ubezpieczeń na Życie
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