GENERAL TERMS AND CONDITIONS OF THE INABILITY TO WORK AND EXIST INDEPENDENTLY GROUP RIDER

Code of terms and conditions: TNGP33

GENERAL PROVISIONS

§ 1

These general terms and conditions of insurance shall be applicable to the inability to work and exist independently group rider agreements concluded as a rider agreement to group life insurance agreements indicated by PZU Life, referred to as the basic insurance.

§ 2

1. The terms used in the general terms and conditions of insurance shall have the following meaning:
   1) **illness** – a condition of an organism characterized by an incorrect reaction of systems or organs to the stimuli from the external or internal environment;
   2) **date of event** – the first day of the continuing period of non-provision of work caused by the same illness or the same accident, which are the sole and direct cause for the inability to work and exist independently, ended by the issue of a decision;
   3) **non-provision of work** – the period of non-provision of work, as confirmed by a physician in a relevant ZUS form;
   4) **inability to work and exist independently** – permanent and total inability to take gainful employment in any profession whatsoever and to exist independently, resulting from an accident or illness occurring during the term of PZU Life's liability; permanent inability to work and exist independently shall mean that, according to the current medical knowledge, there is no positive outlook for the insured to regain his/her ability to work;
   5) **decision** – medical decision on total and permanent inability to work and exist independently, issued by an entity authorized to determine inability to work and exist independently.
2. Unless these general terms and conditions of insurance provide otherwise, the terms defined in general terms and conditions of basic insurance shall be used in these general terms and conditions of insurance in the same meaning.

SUBJECT MATTER AND SCOPE OF INSURANCE

§ 3

The subject matter of the insurance is the insured's health.

§ 4

The scope of insurance shall cover the insured's inability to work and exist independently during the term of PZU Life's liability.

SERVICES PROVIDED UNDER THE AGREEMENT

§ 5

In event of the insured's inability to work and exist independently, PZU Life shall pay out a benefit in the amount of 100% of the sum insured in effect on the date of the event.

CONCLUDING THE AGREEMENT AND ENROLLING IN THE INSURANCE

§ 6

The rider agreement may be concluded when the basic insurance agreement is concluded or at any moment of its term.

§ 7

The rider may be enrolled into by insureds covered with the basic insurance.

TERM OF THE AGREEMENT

§ 8

1. The rider agreement shall be concluded for one year, however if it is concluded between policy anniversaries, then it shall be concluded until the coming policy anniversary.
2. The rider agreement shall be extended for subsequent annual periods provided that the basic insurance agreement is still valid and none of the parties decides otherwise, however the statement expressing the will not to extend the rider agreement for another period should be submitted to the other party in writing 30 days before the expiry of the period for which the rider agreement was concluded.

§ 9

If the rider agreement is extended for another term, the enrollment declaration does not have to be resubmitted.

WITHDRAWAL FROM THE AGREEMENT

§ 10

1. The rules of withdrawal from the rider agreement shall be consistent with the rules adopted for the basic insurance.
2. Withdrawal from the basic insurance agreement shall result in withdrawal from the rider agreement.
3. Withdrawal from the rider agreement shall not result in withdrawal from the basic insurance agreement.

TERMINATION OF THE AGREEMENT

§ 11

1. The rules for terminating the rider agreement shall be consistent with the rules adopted for the basic insurance.
2. Termination of the basic insurance agreement shall result in termination of the rider agreement.
3. Termination of the rider agreement shall not result in termination of the basic insurance agreement.

SUM INSURED

§ 12

1. The sum insured is specified in the proposal to conclude the agreement and confirmed by the policy.
2. The sum insured shall be fixed throughout the term of the agreement.

PREMIUM

§ 13

1. The premium amount shall be set by PZU Life depending on the sum insured, premium payment frequency and the number, age structure, gender structure and professional structure of persons enrolling in the insurance.
2. The premium amount payable for the rider agreement shall be specified in the proposal to conclude the agreement and confirmed by the policy.
3. The premium shall be the same throughout the term of PZU Life's liability towards the insured, taking into account the change of the insurance risk related to the insured turning 55 years of age.
4. Premium shall be transferred together with the premium for the basic insurance.

BEGINNING AND END DATE OF PZU LIFE'S LIABILITY

§ 14

The liability of PZU Life towards the insured shall begin in accordance with the rules adopted in basic insurance.

§ 15

PZU Life's liability towards the insured shall end on the date one of the following circumstances occurs:

1) PZU Life's liability in basic insurance ends;
2) PZU Life receives a statement on the policyholder's withdrawal from the rider agreement;
3) disbursement of benefit for inability to work and exist independently;
4) expiration of the rider agreement's term if it is not extended;
5) upon elapse of the period, for which premium was transferred, if the insured resigns from the rider;
6) elapse of termination notice period under the rider agreement;
7) termination of the rider agreement.

EXCLUSIONS FROM AND LIMITATIONS OF PZU LIFE'S LIABILITY

§ 16

After the insured turns 55, PZU Life shall be liable for the inability to work and exist independently caused by an accident only.

§ 17

PZU Life's liability shall not cover the insured's inability to work and exist independently resulting from illnesses which were diagnosed or treated or for reason of which the insured's diagnostic and treatment procedure commenced prior to the beginning of PZU Life's liability towards the insured.

§ 18

PZU Life shall not be liable for inability to work and exist independently resulting from an accident that occurred before PZU Life's liability towards the insured began, or which occurred:

1) as a result of wartime activities or the insured's active participation in acts of terror or mass social unrest;
2) as a result of the insured's action or intended action satisfying statutory definitions of an intentional offense;
3) as a result of a motor accident where the insured drove the vehicle:
   a) without authorizations defined in applicable law, required to drive such a vehicle,
   b) after the consumption of alcohol, in a state of inebriation, under the influence of narcotics, intoxicants, psychotropic substances or drug substitutes as defined in regulations on counteracting drug addiction,

   provided that the event can be attributed to the circumstances mentioned in sub-item a) or b);
4) if the insured was in a state of intoxication, under the influence of narcotics, drugs, psychotropic substances or replacement drugs as defined in regulations on counteracting drug addiction, which caused the inability to work and exist independently;
5) as a result of the insured's self-mutilation or suicidal attempt;
6) directly as a result of poisoning caused by alcohol consumption, the use of drugs, narcotics, psychotropic substances or drug substitutes as defined in regulations on counteracting drug addiction, usage of pharmacological substances, regardless of the dose, or as a result of disorders caused by the abuse of the aforementioned substances;
7) as a result of bodily injuries caused by treatment and medical or diagnostic procedures, regardless of who they were performed by, unless the purpose was to treat the immediate consequences of an accident.

PERSONS ENTITLED TO RECEIVE THE BENEFIT

§ 19

The right to receive the benefit for inability to work and exist independently shall be vested in the insured.

PERFORMANCE OF OBLIGATIONS

§ 20

1. The person requesting performance of the obligation under the agreement shall submit the following to PZU Life:
   1) claim report;
   2) decision;
   3) other documents necessary to ascertain that the claim is justified, in particular ZUS ZLA forms confirming non-provision of work and medical documentation pertaining to the cause of the inability to work and exist independently – at the request of PZU Life.
2. PZU Life shall decide whether or not to accept the claim on the basis of documentation referred to in sec. 1, an opinion or a decision made by the decision-making physician it appointed and possibly results of medical examination it ordered.
3. PZU Life shall cover the cost of decisions made by the decision-making physician it appointed and the cost of medical examination it ordered.

MISCELLANEOUS

§ 21

General terms and conditions of basic insurance, the Civil Code, the insurance activity act and other applicable legal regulations shall apply to issues not regulated by these general terms and conditions.

§ 22

1. These general terms and conditions of insurance were approved by Resolution no. UZ/340/2007 adopted by the PZU Life Management Board on 11 July 2007 with amendments approved by Resolution no. UZ/145/2009 adopted by the PZU Life Management Board on 14 May 2009, Resolution no. UZ/19/2011 adopted by the PZU Life Management Board on 24 January 2011 and Resolution no. UZ/150/2013 adopted by the PZU Life Management Board on 5 August 2013.
2. These general terms and conditions shall come into effect on 1 November 2013.

[signed]
Dariusz Krzewina
CEO of PZU Life

[signed]
Rafał Grodzicki
PZU Life Management Board member

801 102 102 pzu.pl
PZUŻ 7947/6