GENERAL TERMS AND CONDITIONS OF THE INSURED'S ACCIDENTAL DISMEMBERMENT GROUP RIDER

Code of terms and conditions: TUGP30

GENERAL PROVISIONS

§ 1

These general terms and conditions of insurance shall be applicable to insured's accidental dismemberment group rider agreements concluded as rider agreements to group life insurance agreements indicated by PZU Life, referred to as the basic insurance.

§ 2

1. The term dismemberment used in the general terms and conditions of insurance shall mean a permanent damage to an organ or system, consisting in a physical loss of that organ or system or a handicap to its function, with no prognosis of improvement.
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 insurance shall cover accidental dismemberment of the insured, which occurs during the term of PZU Life's liability.

§ 5

PZU Life shall pay out a benefit for the occurrence of dismemberment in the amount specified in the proposal to conclude an agreement and confirmed by a policy, as a percentage of the sum insured in effect on the date of the accident per 1% of dismemberment.

CONCLUDING THE AGREEMENT AND ENROLLING IN THE INSURANCE

§ 6

The rider agreement may be concluded when the basic insurance agreement is concluded.

§ 7

A rider may only be purchased together with the purchase of the basic insurance.

TERM OF THE AGREEMENT

§ 8

1. The rider agreement shall be concluded for a definite term, equal to the term for which the basic insurance agreement was concluded.
2. If the basic insurance agreement is extended, the rider agreement shall be extended for the same period.

WITHDRAWAL FROM THE AGREEMENT

§ 9

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.

TERMINATION OF THE AGREEMENT

§ 10

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.

SUM INSURED

§ 11

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

§ 12

1. The premium amount shall be set by PZU Life depending on the sum insured, scope of riders, benefit amounts, frequency of premium payments and the number, age structure, gender 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. Premium shall be transferred together with the premium for the basic insurance.

BEGINNING AND END DATE OF PZU LIFE'S LIABILITY

§ 13

1. The liability of PZU Life towards the insured shall begin in accordance with the rules adopted in basic insurance.
2. The liability of PZU Life towards the insured shall end on the date the PZU Life's liability in basic insurance ends.

EXCLUSIONS FROM AND LIMITATIONS OF PZU LIFE'S LIABILITY

§ 14

PZU Life shall not be liable for results of an accident that occurred before PZU Life's liability towards the insured began, or which resulted from the following:

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

7) 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

§ 15

The right to receive the benefit for accidental dismemberment shall be vested in the insured.

1. PERFORMANCE OF OBLIGATIONS

§ 16

1. The person requesting performance of the obligation under the agreement shall submit the following to PZU Life:
   1) claim notification;
   2) medical documentation confirming the dismemberment;
   3) other documents needed to ascertain that the claim is justified – upon PZU Life's request.

2. PZU Life shall decide whether or not to accept the claim for dismemberment and on its extent (percentage) on the basis of documentation referred to in sec. 1, an opinion of or decision made by the decision-making physician it indicated 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.

§ 17

1. The right to receive the benefit shall be granted provided that from the medical point of view there is a normal cause-and-effect relationship between the accident and the dismemberment of the insured.

2. The right to receive the benefit for dismemberment of the insured shall be granted for the maximum of 100% of the insured's dismemberment caused by one accident.

§ 18

1. The extent (percentage) of dismemberment shall be set after the end of the treatment and the rehabilitation period.

2. If the treatment and rehabilitation period have not ended 4 months after the date of the accident, PZU Life shall request an opinion or decision from the decision-making physician and possibly order a medical examination and pay out the undisputable part of the benefit.

3. In the event the decision-making physician cannot determine the final extent (percentage) of dismemberment, PZU Life shall address the decision-making physician again, but not later than in the 24th month after the date of the accident, in order to determine the final extent (percentage) of dismemberment.

4. In event of loss of or damage to an organ or system, which was damaged before the accident due to idiopathic illness or injury, which influences the assessment of the current extent (percentage) of dismemberment, the extent (percentage) of dismemberment shall be set according to an analysis as the difference in the condition of a given organ or system before the accident and the condition after the accident.

5. When determining the extent (percentage) of dismemberment, the dismemberment percentage assessment table shall be applied, which constitutes an attachment to general terms and conditions of insurance.

6. When determining the extent (percentage) of dismemberment, the type of work or activities performed by the insured shall be disregarded.

7. After determining the extent (percentage) of dismemberment, no subsequent change, concerning either improvement or deterioration, shall form the grounds for changing the benefit amount.

§ 19

The benefit shall be paid out in a single payment in the full amount due, without prejudice to § 18 sec. 2 and 3.

MISCELLANEOUS

§ 20

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 the general terms and conditions.

§ 21

1. These general terms and conditions of insurance were approved by Resolution no. UZ/86/2004 adopted by the PZU Life Management Board on 3 March 2004 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
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