GENERAL TERMS AND CONDITIONS OF THE SPOUSE'S ACCIDENTAL DEATH GROUP RIDER

Code of terms and conditions: ZMGP31

GENERAL PROVISIONS

§ 1

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

§ 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 shall be the spouse's life.

§ 4

The insurance shall cover the spouse's death caused by an accident which occurred during the term of PZU Life's liability.

SERVICES PROVIDED UNDER THE AGREEMENT

§ 5

In the event of the spouse's accidental death, PZU Life shall pay 100% of the sum insured in effect on the date of death.

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. 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) spouse's death;
4) elapse of the rider agreement's term if it is not extended;
5) elapse of the period, for which premium was transferred, if the insured resigns from the rider;
6) elapse of the rider agreement termination notice period;
7) termination of the rider agreement.

EXCLUSIONS FROM AND LIMITATIONS OF PZU LIFE'S LIABILITY

§ 16

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 spouse's active participation in acts of terror or mass social unrest;

2) spouse's action or intended action satisfying statutory definitions of an intentional offense;
3) motor accident where the spouse 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 spouse 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) as a result of spouse's self-mutilation, suicidal attempt or suicide;
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) 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

§ 17

The right to receive the benefit for the spouse's accidental death shall be vested in the insured, provided that he/she did not intentionally contribute to death of a spouse.

PERFORMANCE OF OBLIGATIONS

§ 18

1. The person requesting performance of the obligation under the agreement shall submit the following to PZU Life:
   1) claim notification;
   2) the spouse's death certificate;
   3) spouse's death card or – if it cannot be acquired – medical documentation stating the cause of death;
   4) the insured's marriage certificate;
   5) other documents needed to ascertain that the claim is justified – upon PZU Life's request.

2. PZU Life shall decide whether the claim will be accepted on the basis of documentation referred to in sec. 1.

§ 19

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 spouse's death.

2. The right to receive the benefit shall be granted if the spouse's death occurred during the term of PZU Life's liability.

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 these general terms and conditions.

§ 21

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

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