GENERAL TERMS AND CONDITIONS OF THE GROUP RIDER FOR THE INSURED'S ACCIDENTAL DEATH IN A MOTOR ACCIDENT

Code of terms and conditions: WKGP32

GENERAL PROVISIONS

§ 1

These general terms and conditions of insurance shall be applicable to insured's accidental death in a motor accident 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) **ship** – a passenger or cargo marine vessel or inland vessel, with the exception of warships, with motor or sail drive;
   2) **motor accident** – an accident:
      a) caused by vehicle traffic on the road, in which the insured participated as a road user or driver, while a "vehicle", "road", "road user" and "driver" shall be understood according to the definitions in the applicable road traffic regulations; a tramway is also a vehicle,
      b) caused by train traffic where a railway vehicle is towed by a rail traction unit, in which the insured participated as a passenger or member of the vehicle's crew, while:
         – - a railway vehicle is a vehicle adjusted to move on its own wheels on railway tracks,
         – - a rail traction unit means a railway vehicle with its own drive, including underground train,

         a motor accident within the meaning of sub-item b) shall not include accidents related to internal company rail transport, cable and funicular transport,
      c) caused by the use of a passenger aircraft of licensed airlines, which occurred after the moment when any person entered on its deck with an intention of a flight until all the persons in the aircraft leave the aircraft's deck, and the aircraft was damaged or its structure was damaged or the aircraft was missing and was not found and the official search for the aircraft was discontinued or the aircraft is located in a place which cannot be accessed,
      d) caused by ship traffic, in which the insured participated as a crew member or passenger and the ship sank or was damaged or its structure was damaged or the ship was missing and was not found and the official search for the ship was discontinued or the ship is located in a place which cannot be accessed.
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 life.

§ 4

The insurance covers the insured's accidental death in a motor accident which occurred during the term of PZU Life's liability.

SERVICES PROVIDED UNDER THE AGREEMENT

§ 5

In the event of the insured's death caused by a motor accident, PZU Life shall pay out a benefit in the amount specified in the proposal to conclude the agreement and confirmed by a policy as a percentage of the sum insured in effect on the date of the insured's 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 is set by PZU Life depending on the sum insured and benefit amount, premium payment frequency 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

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

EXCLUSIONS FROM PZU LIFE'S LIABILITY

§ 16

PZU Life shall not be liable for results of a motor 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) 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,
   c) which did not have a valid technical test certificate or other documents required for admittance to road traffic,

   provided that the event can be attributed to the circumstances mentioned in sub-item a), b) or c);
4) if the insured was in a state of inebriation, under the influence of narcotics or other drugs, psychotropic substances or replacement drugs as defined in binding regulations on counteracting drug addiction, which was the cause of the motor accident;
5) as a result of insured's self-mutilation, suicidal attempt or suicide.

PERSONS ENTITLED TO RECEIVE THE BENEFIT

§ 17

1. The right to receive the benefit for the insured's accidental death in a motor accident shall be vested in the beneficiary.
2. The rules adopted in basic insurance shall be applied to the beneficiary, including the rules governing the procedure and manner of naming, changing and revoking the beneficiary.

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 insured's death certificate;
   3) death card or – if it cannot be acquired – medical documentation stating the cause of death;
   4) other documents necessary to ascertain that the claim is justified, in particular, documentation confirming the circumstances of the motor accident – at the request of PZU Life.
2. PZU Life shall decide, whether the claim is justified, on the basis of the documentation mentioned 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 motor accident and the insured's death.
2. The right to receive the benefit shall be granted if the insured'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

PZUŻ 7436/4