



**GENERAL TERMS AND CONDITIONS OF INSURANCE FOR CARDHOLDERS, INDEX
BNPP/CARDCPI_3_1.0/2015**

General Terms and Conditions of Insurance for Cardholders marked with the **BNPP/CARDCPI_3_1.0/2015** index apply to the Insurance Agreement, that is:

- Insurance Agreement for Cardholders, concluded by and between Towarzystwo Ubezpieczeń na Życie Cardif Polska S.A. and the Policyholder,
- Insurance Agreement for Cardholders, concluded by and between Cardif Assurances Risques Divers S.A. Oddział w Polsce and the Policyholder,

hereinafter jointly referred to as the "Insurance Agreement".

ART 1. DEFINITIONS

In the General Terms and Conditions of Insurance for Cardholders marked with the **BNPP/CARDCPI_3_1.0/2015** index (hereinafter referred to as "the General Terms and Conditions") and in other documents related to the Insurance Agreement, the below-listed terms shall have the following meaning:

- 1) **"Agent"** - an entrepreneur performing insurance intermediary activities under an agency agreement concluded with the Insurer, entered into the register of insurance agents maintained by the Financial Supervision Authority;
- 2) **"Card Activation"** - the change of card status from nonactive to active allowing transactions to be made by means of the card, performed by the Cardholder in a manner indicated by the bank and defined in the card regulations describing the terms and conditions of issuing and using cards issued by Bank BGŻ BNP Paribas SA;
- 3) **"Disease"** - organism's reaction to an agent of a disease or an injury, leading to functional impairment or organic changes in tissues, organs or the entire organism of the Insured, which occurred in the Insurer's liability period;
- 4) **"Insurance Coverage Starting Date"** - the day of opening a Card Account;
- 5) **"Insurance Agreement Conclusion Date"** - the day of issuing a Policy/Request-Policy by the Insurer;
- 6) **"Date of Event"** -
 - a) in the case of Death - the date of death indicated in the death certificate;
 - b) in the case of Permanent and Total Incapacity for Work the date indicated in the Opinion, or if the date is not indicated in the Opinion, then the date of the occurrence of Permanent and Total Incapacity for Work shall be the date of issuing the Opinion;
 - c) in the case of a Severe Medical Condition, depending on the event or disease:
 - for malignant neoplasm (cancer), myocardial infarction, cerebral stroke, renal failure – the date of a physician issuing a diagnosis confirming the compliance of a given disease with the description of the disease indicated herein;
 - for coronary vessels bypass surgery – the date of performing the surgery;
 - for organ transplantation – the date of performing the procedure or in the case of the Insured being qualified as a recipient - the date of entering the Insured in the list of recipients awaiting transplantation;
 - d) in the case of Loss of Employment:
 - for persons employed under a contract of employment concluded for an indefinite period of time or for a specified period of time - the date of terminating the employment relationship with the observance of statutory periods of notice to terminate contracts of employment concluded for an indefinite period of time or for a specified period of time, including the date of terminating a service relationship indicated in a document stating the termination of an employment or service relationship;
 - for persons conducting their own business activity - the date of removing the business from the register of businesses at the Gmina [Municipality] Office or the date of dismissal of a bankruptcy petition, if the business's assets are not sufficient to cover the costs of bankruptcy proceedings;
- 7) **"Card"** - a credit card for individual customers issued to the Cardholder by Bank BGŻ BNP Paribas SA under the Agreement on using a credit card, according to internal regulations of the bank;
- 8) **"Monthly Insurance Benefit"** - an insurance benefit paid out due to Loss of Employment, defined by the Insurer as 5% of the Balance of Debt as of the date of the Premium calculation;
- 9) **"Accident"** - a sudden event caused by an external factor, independent of the will and health condition of the Insured, which occurred in the Insurer's liability period;
- 10) **"Opinion"** - a valid medical opinion issued in compliance with appropriate provisions of the Polish law on retirement and disability pensions, concerning the health condition of the Insured, stating:
 - a) total incapacity for work of the Insured for the period of at least 5 years (opinions issued for a period shorter than 5 years shall not be summed up) issued by a ZUS [Social Insurance Institution] expert physician, a medical board or by a court verdict - in reference to an Insured who has not acquired the right to receive pension under appropriate provisions of the Polish law,
 - b) inability to exist independently and need for constant or long-lasting care of another person, issued for the period of at least 2 years (opinions issued for a shorter period shall not be summed up) by a ZUS [Social Insurance Institution] or KRUS [Agricultural Social Security Fund] expert physician, a medical board or by a court verdict - in reference to an Insured who receives a retirement or disability pension under appropriate provisions of the Polish law or an Insured who conducts an agricultural business (i.e. a business related to plant and animal production, including gardening, orchards, apiculture or fish production);
- 11) **"Insurance Coverage"** - coverage provided by the Insurer for a given Insured as stipulated by the Insurance Agreement under the rules set forth herein;
- 12) **"Card Settlement Period/Cycle"** - the period indicated in the Card Agreement within which Transactions are settled and for which the Bank issues a Transaction History;
- 13) **"Insurance Period"** - the period of Insurer's liability, lasting for one (1) month uninterruptedly and automatically renewed for consecutive one-month insurance periods, unless the Policyholder or the Insurer submits a statement to discontinue Insurance Coverage for consecutive one-month Insurance Periods. Payment of the Premium is a precondition and a confirmation of the Policyholder's intention to extend the Insurance Coverage to another Insurance

Period. Insurance periods are equivalent to card settlement periods/cycles;

14) **"Policy"** - a document confirming the conclusion of the Insurance Agreement; a written form is required for the document to be valid, otherwise it will be null and void; the Policy may only be signed by the Agent;

15) **"Severe Medical Condition"** - one of the following events or diseases:

a) **malignant neoplasm (cancer)** - malignant neoplasm (tumour), characterised by uncontrolled growth and dissemination of neoplastic cells, causing infiltration and deterioration of regular tissues. The diagnosis must be confirmed in a histopathologic examination performed by an oncologist or a histopathologist. The insurance shall also cover leukaemia, malignant lymphoma, Hodgkin's disease, malignant bone marrow neoplasms and skin neoplasms that metastasise. The insurance shall not cover the following:

- non-invasive cancer (in situ carcinoma), cervical dysplasia or cervical carcinoma CIN-1, CIN-2, CIN-3 (CIN – Cervical Intraepithelial Neoplasia) as well as all precancerous and non-invasive lesions;
- early stage of prostate gland cancer (T1 according to the TNM classification, including T1a and T1b or a corresponding stage of progression according to some other classification);
- malignant skin melanoma in progression stage 1A (Stage 1A) =< 1mm, level II or III, without ulceration) according to the AJCC (American Journal of Critical Care) classification of 2002;
- hyperkeratosis, basal cell carcinoma and squamous cell carcinoma;
- all neoplasms accompanying the HIV infection;
- early stage of diverse thyroid gland neoplasms (T1 according to the TNM classification, including T1a and T1b or a corresponding stage of progression according to some other classification);
- the first stage of Hodgkin's disease;
- chronic lymphocytic leukaemia at the progression stage lower than Rai Stage III;

b) **myocardial infarction** - the first in life episode of myocardial infarction in the form of necrosis of a part of cardiac muscle as a result of acute ischaemia of a particular area of the cardiac muscle, diagnosed upon the presence of the typical pain in the chest, new lesions in the electrocardiography (ECG) record confirming the occurrence of myocardial infarction and considerable increase of cardiac enzymes concentration in the blood. The insurance shall not cover anginal thoracic pain episodes (angina pectoris);

c) **cerebral stroke** - a sudden in effect, permanent damage to cerebral tissue as a result of blood extravasation, ischaemia, or intracranial artery obstruction with some mass originating from the cardiovascular system, resulting in the occurrence of neurological deficits lasting for at least 24 hours and confirmed in a medical examination. The insurance shall not cover the following: episodes of temporary central nervous system ischaemia (TIA); a stroke that does not cause permanent damage to the CNS; ischaemic cerebral stroke as a result of a sudden respiratory arrest and/or circulatory arrest and cerebral tissue infarction or trauma-based intracranial bleeding. The diagnosis of a permanent CNS damage must be confirmed in an examination performed by a neurologist and by the result of computed tomography or magnetic resonance imaging examination not sooner than after the period of 8 weeks following the occurrence of the first symptoms;

d) **renal failure** - end stage of a chronic, permanent and total functional damage to both kidneys, resulting in the necessity of introducing dialysis therapy or kidney

transplantation. The diagnosis must be explicitly confirmed by medical documentation;

e) **coronary vessels bypass surgery** - performing surgery on an open thorax in order to eliminate stenosis or obstruction of one or more coronary arteries by bypass implantation. The surgery has to be preceded by angiography confirming considerable coronary artery stenosis and it must be performed upon the referral previously issued by a cardiologist. The insurance shall not cover angioplasty nor any other procedures performed on coronary arteries from inside coronary arteries' lumen and using catheterization of the coronary arteries or laser techniques;

f) **organ transplantation** - transplanting into the Insured as a recipient or qualifying the Insured for transplantation and entering him/her into a list of recipients awaiting transplantation of one of the following organs:

- heart, lung, liver, kidney, pancreas or
- bone marrow with the use of blood stem cells after previous total ablation (destruction) of the recipient's bone marrow.

Transplantation or qualifying the Insured for transplantation and entering him/her into a list of recipients awaiting organ transplantation must be medically justified and must result from diagnosing and confirming irreversible end stage of organ failure. The insurance shall not cover transplants using other than the above-described stem cells;

16) **"Cardholder"** – a consumer of full legal capacity who has entered into a Card Agreement with Bank BGŻ BNP Paribas SA;

17) **"Limit Granted"** - the maximum amount of debt, defined by the Bank, that the Cardholder can assume by using the credit card;

18) **"Card Account"** - bank account maintained by Bank BGŻ BNP Paribas SA, used to settle transactions made with a given card and to which a given card is assigned;

19) **"Balance of Debt"** - Cardholder's liability towards Bank BGŻ BNP Paribas SA on a given day, resulting from transactions performed by means of the card as at the Date of Event, including interests, commissions and fees due to Bank BGŻ BNP Paribas SA for using the card and indicated in the Card Transaction History;

20) **"The Unemployed Status"** - the status an Insured has been granted after having registered as an unemployed under the effective provisions of the Polish law, and which entitles the Insured to receive unemployment benefit;

21) **"Sum Insured"** - an amount indicated in the General Terms and Conditions that is the limit of the Insurer's liability;

22) **"Premium"** - an amount payable to the Insurer due to the provided insurance coverage, used to at least cover insurance risk and the costs of conducting insurance activity by the Insurer; The Premium is paid in arrears, which means that it becomes due within 30 days of the end of the Insurance Coverage Period;

23) **"Insurance Benefit"** - an amount paid by the Insurer to the Beneficiary due to the Insured's Death or to the Entitled due to other risks, under the provisions of these General Terms and Conditions, in case of the occurrence of an insured Event;

24) **"Permanent and Total Incapacity for Work"** - the condition of the Insured being incapacitated to such an extent which prevents them from undertaking any gainful employment, due to a disease or an accident, confirmed by an appropriate Opinion as defined herein;

25) **"Policyholder"** - a Cardholder who concluded an Insurance Agreement and undertakes to pay the Premium;

26) **"Insured"** - a Policyholder or a Cardholder covered by insurance under these General Terms and Conditions, indicated in the Policy/ Request-Policy, who expressed a written consent to be covered by insurance;

- 27) **"Insurer"** - an entity providing Insurance Coverage under these General Terms and Conditions, that is, respectively:
- a) - Towarzystwo Ubezpieczeń na Życie Cardif Polska SA, with its registered office in Warsaw, at pl. Piłsudskiego 2 - Death, Permanent and Total Incapacity for Work, Severe Medical Condition Insurance, or
 - b) - Cardif Assurances Risques Divers S.A. Branch in Poland, with its registered office in Warsaw at Pl. Piłsudskiego 2 - Loss of Employment Insurance;
- 28) **"Card Agreement"** - an agreement to use a credit card concluded by and between Bank BGŻ BNP Paribas SA and a Cardholder;
- 29) **"Insurance Agreement"** - the Insurance Agreement made by and between Towarzystwo Ubezpieczeń na Życie Cardif Polska S.A and Cardif Assurances Risques Divers S.A. Oddział w Polsce and the Policyholder under these General Terms and Conditions;
- 30) **"Beneficiary"** - natural or legal persons designated by the Policyholder in the Request/Request-Policy or indicated in these General Terms and Conditions, entitled to receive a Benefit after the Insured's Death;
- 31) **"Entitled"** - natural or legal persons designated by the Policyholder in the Request/Request-Policy, entitled to receive a Benefit in the event other than the Insured's Death;
- 32) **"Loss of Employment"** - an event resulting in the person being granted the unemployed status, understood as:
- a) termination of a contract of employment concluded with the Insured for an indefinite or specified period of time by his or her employer, with notice, or termination of a service relationship established for an indefinite or a specified period of time, as stipulated in the provisions of the Polish law,
 - b) declaring bankruptcy of the enterprise and removing the business from the register of businesses or dismissal of a bankruptcy petition, if the business's assets are not sufficient to cover the costs of bankruptcy proceedings, caused by economic reasons, i.e.: the Insured incurring financial losses within the scope of the conducted business (negative financial result, calculated as the difference between income and tax deductible expenses) for the period of 6 consecutive months during the Insurance Cover period;
- 33) **"Age"** - number of years lived;
- 34) **"Request"** - a document confirming a will to conclude an Insurance Agreement, signed by the Policyholder;
- 35) **"Request-Policy"** - a document confirming that an Insurance Agreement has been concluded; a written form is required for the document to be valid;
- 36) **"Blocking the Card"** - a request by the Insured to stop the card, submitted in a manner indicated by Bank BGŻ BNP Paribas SA in the card regulations, resulting in blocking all the transactions performed by means of this card and its cancellation;
- 37) **"Card Transaction History"** - a document generated and delivered/made available by Bank BGŻ BNP Paribas SA, issued personally to the Cardholder and including a list of all the transactions performed in a given month by means of the card, indicating e.g. the amount of the balance of debt on the card account for a given month;
- 38) **"Insurance Event"** - an event specified herein which occurred during the insurance period, thus giving rise to the right to apply for a Benefit payment;
- 39) **"Death"** - death of the Insured caused by any reason.

ART 2. OBJECT AND SCOPE OF INSURANCE

1. The object of insurance shall be the life, health and the risk of Loss of Employment of the Cardholder. Insurance coverage:
- a) Death,
 - b) Total and permanent incapacity for work,

- c) one of the below listed Insured Events, depending on the current source of income earned by the Insured as at the Event date:

- **Loss of Employment** - in reference to persons who earn their income under an employment contract concluded for an indefinite or a specified period of time or who earn their income due to a service relationship established for an indefinite or a specified period of time or income earned from the conducted business activity;
- **Severe Medical Condition** - in reference to persons who are not covered by Loss of Employment insurance.

2. The Insured shall be covered by Insurance in any location around the world, regardless of their place of stay.

ART 3. TERMS AND CONDITIONS OF TAKING OUT INSURANCE

1. Every Cardholder who, on the Insurance Agreement Conclusion Date, is between 18 and 75 years of age shall have the right to take out insurance.
2. In order to take out insurance the Cardholder has to fulfil the following conditions:
 - a) sign the Request and receive a Policy from the Agent or sign the Request-Policy;
 - b) conclude a Card Agreement with Bank BGŻ BNP Paribas S.A. under which the granted limit on the card account does not exceed PLN 50,000
 - c) pay the Premium on a due date.

ART 4. PERIOD OF INSURER'S LIABILITY

1. The Insurance Period for the Insured begins on the Insurance Coverage Start Day and lasts for a month, in the sense of a definition of the Insurance Period. The Insurance Period is automatically renewed for consecutive Insurance Periods unless the Policyholder or the Insurer submits a statement to discontinue the Insurance Coverage or the Policyholder submits a declaration of withdrawing from the Insurance Agreement. Payment of the Premium is a pre-condition and confirmation of the Policyholder's will to extend the Insurance Coverage for another Insurance Period, except when the premium was not required for a given Insurance Period due to lack of debt on the card account.
2. The Insurer shall provide Insurance Coverage for the Insured during the period for which a Premium has been paid as stipulated in Article 9.
3. Insurance Coverage for a given Insured shall terminate:
 - a) on the last day of the given Insurance Period in the following cases:
 - the Policyholder submits a written notice of the Insurance Agreement termination;
 - the Policyholder's withdrawal from the Insurance Agreement;
 - on the day of the lapse of the Insurance Agreement notice period submitted by the Policyholder as specified in Art. 5 item 1 of the General Terms and Conditions;
 - on the day of attaining 75 years of age by the Insured;
 - on the day of attaining 67 years of age by the Insured - for loss of employment insurance;
 - b) on the day the Card Agreement is terminated;
 - c) on the day of Death of the Insured;
 - d) on the day of payment of an Insurance Benefit due to Permanent and Total Incapacity for Work or a Severe Medical Condition;
 - e) on the last day of the Insurance Period for which a Premium was paid, subject to the provisions of Art. 4 item 1;
 - f) on the day the Card Agreement is withdrawn from;

- g) due to withdrawal from the Insurance Agreement in line with the rules specified in Art. 5 item 3 of the General Terms and Conditions
- h) depending on which of the events occurs first.

ART 5. NOTICE OF TERMINATION AND WITHDRAWAL FROM INSURANCE AGREEMENT BY THE POLICYHOLDER

1. The Policyholder may terminate the Insurance Agreement at any time during the Insurance Period by submitting a written notice of termination to the Insurer. The notice of termination of the Insurance Agreement may also be submitted to the Insurer by intermediary of an Agent.
2. The termination shall be deemed effective on the last day of the Insurance Period during which the Policyholder submitted a written notice of the Insurance Agreement termination to the Insurer.
3. The Policyholder may withdraw from the Insurance Agreement within 30 days of the Insurance Agreement Conclusion Date indicated in item 1.
4. Withdrawal from the insurance agreement shall not relieve the Policyholder from the obligation to pay the Premium for the period in which the Insurer afforded Insurance Coverage.

ART 6. POLICYHOLDER'S OBLIGATIONS

The Policyholder shall pay Premiums in compliance with the rules and in the amount indicated in the Request/Request-Policy and these General Terms and Conditions.

ART 7. INSURER'S OBLIGATIONS AND RIGHTS

1. The Insurer shall pay Insurance Benefits in the amount and under conditions stipulated in the General Terms and Conditions.
2. The Insurer shall keep confidential any information, including personal data obtained as a result of covering a relevant person with insurance, likewise any other data, including the data of persons listed in documents attached to a request for Benefit payment. The Insurer shall also keep confidential the data of persons who are not covered by insurance but for who have applied for taking out Insurance.

ART 8. OBLIGATIONS OF THE INSURED

1. The Insured shall sign the Request on the form prepared by the Policyholder and made available by the Agent.
2. A Request for Benefit (Notice of Claim) shall be submitted by the Insured (or another Entitled Person) on an appropriate form of the Policyholder, provided to him/her by the Agent.
3. The Insured shall inform the Policyholder by the intermediary of the Agent of any change of their personal data.
4. Intentional providing incorrect or incomplete information by the Insured shall be the ground for refusal to pay the Benefit.

ART 9. PREMIUM

1. A Premium shall be payable by the Policyholder on a monthly basis under terms and rules indicated in the Policy/Request-Policy.
2. The Premium amount depends on the amount of the Balance of Debt as at the day of the Premium calculation.
3. If the Insured Event occurs before the Premium for the month in which the Event occurred is paid, the Benefit paid by the Insurer shall not be reduced by the amount of the unpaid Premium due to the fact that the Policyholder is obligated to pay it in the full required amount.
4. If the Insurance Coverage expires before the end of the Insurance Period, the Policyholder is entitled to be returned the Premium for the unused Insurance Cover period.

ART 10. SUM INSURED

1. The amount of the Sum Insured due to Death, Permanent and Total Incapacity for Work, a Severe Medical Condition, shall be equal to the Balance of Debt on the card account on the day of the occurrence of an Insured Event, not exceeding PLN 50,000.
2. The amount of the Sum Insured due to Loss of Employment shall be equal to maximum six (6) Monthly Insurance Benefits, with a reservation that the Insurer shall pay compensation not exceeding PLN 1,000 in relation to one Event.

ART 11. BENEFIT AMOUNT

1. In the case of Death of the Insured, Permanent and Total Incapacity for Work, a Severe Medical Condition, the Insurer shall pay the Benefit in the amount of the Sum Insured indicated in Art. 10 item 1 of the General Terms and Conditions.
2. If a **Serious Medical Condition** occurs within the first 90 days, calculating from the Insurance Coverage Start Day, the Insurer shall pay the Benefit in the amount of 5% of the Insured Sum specified in Art. 10 item 1, but not exceeding PLN 50.
3. In the case of **Loss of Employment**, the Insurer shall pay the first Benefit after 30 consecutive days of the Insured having the Unemployed Status, for which the Insured has collected the unemployment benefit, in the amount of one Monthly Insurance Benefit.
4. If, after the lapse of the period referred to in item 3 hereof, the Insured is still entitled to the Unemployment Status or in the case of occurrence of another Loss of Employment, the Insurer shall pay another Monthly Insurance Benefit after every 30 consecutive days of uninterrupted period in which the Insured was entitled to Unemployment Status and in which s/he collected unemployment benefit.
5. If the **Loss of Employment** by the Insured occurs within the first 60 days, calculating from the Insurance Coverage Start Day, the Insurer shall pay the Benefit each time in the amount of 5% of one Monthly Insurance Benefit, but not exceeding PLN 50, after every 30 consecutive days of uninterrupted period in which the Insured was entitled to Unemployment Status and in which s/he collected unemployment benefit.
6. The Insurer shall pay no more than 6 Monthly Insurance Benefits for Loss of Employment in every 12-month period of uninterrupted provision of Insurance Coverage.
7. Should the Insurer pay out Insurance Benefits for **Loss of Employment** in the total amount equal to the Sum Insured indicated in Art. 10 item 2 within a 12-month period referred to in item 6, or should the Insurer pay out 6 Monthly Insurance Benefits, then Insurance Coverage against Loss of Employment shall expire in this period.

ART 12. REPORTING INSURANCE EVENTS AND PAYMENT OF BENEFITS

1. If an Insured Event has occurred, the Insured or another person shall immediately inform the Insurer, possibly by an intermediary of the Agent, of the occurrence of an Insured Event, in writing, on an appropriate Notice of Claim and attach to it the required documents indicated in item 9 of this Article.
2. It is required that all the documents attached to the Notice of Claim Form are originals or duplicates or that they are certified to be true copies of the original by authorised employees of the bank or by a competent body. In the case of documents made in a language other than Polish, it is required that each document has a Polish translation attached to it, authenticated by an authorised body or an officially sworn translator.
3. Within 7 days of receiving a completed form, the Insurer shall inform the person reporting an Event in writing which documents are required to establish the grounds for Benefit payment and shall specify the amount of Insurance

- Benefit, provided it is necessary to carry out with the procedure to establish the basis for Benefit payment.
4. The Insurer shall pay an Insurance Benefit within 30 days from the date of receiving a Notice of Claim.
 5. Should it be impossible to clarify the circumstances necessary to establish the Benefit or Insurance Benefit amount within the time frame indicated in item 4 of this Article, the Insurance Benefit shall be paid within 14 days of the day when it was possible to clarify those circumstances while maintaining due diligence. However, the indisputable part of the Insurance Benefit shall be paid by the Insurer within the time frame set forth in item 4 of this Article.
 6. In the event an Insurance Benefit is not due or is due in a different amount than indicated in the Request for the Benefit Payment, the Insurer shall inform the Policyholder or another person reporting an event of this fact within the time frames stipulated in items 4 and 5 of this Article, indicating the circumstances and legal grounds for total or partial refusal to pay the Insurance Benefit. The Insurer's information shall include instruction concerning the possibility of asserting claims in court proceedings.
 7. In the case when the Insurance Benefit is due, the Insurer shall inform the person reporting an Event of this fact by providing them with written information on the payment of Insurance Benefit.
 8. The Benefit shall be paid by transfer to the bank account of the Beneficiary or the Entitled Person.
 9. For the claim to be reviewed, it is necessary to provide information on the amount of liabilities under Loan Agreement as at the Insurance Event Date, Policy/Request-Policy and the following documents, subject to item 10 of this Article:
 - a) in the case of **Death**:
 - Notice of Claim or a written request for Benefit payment;
 - a copy of the Death certificate of the Insured;
 - a certificate indicating the cause of Death (e.g. a death card, statistical card, medical certificate, hospital discharge card, ambulance call report, autopsy report, etc.);
 - medical documentation on the treatment of the Insured;
 - a document describing the circumstances of the accident, e.g. a police report from the accident scene or a decision to discontinue the inquiry conducted by the public prosecutor's office or other documents confirming the occurrence of the accident);
 - other documents required by the Insurer necessary to establish the legitimacy of claim and the amount of Insurance Benefit.
 - b) in the case of **Total and Permanent Incapacity for Work**:
 - Notice of Claim or a written request for Benefit payment;
 - a relevant Opinion as defined in these General Terms and Conditions;
 - a document defining the cause of the Insured being unable to work (medical documentation or a document describing the circumstances of the accident, e.g. a police report from the accident scene or a decision to discontinue the inquiry conducted by the public prosecutor's office or other documents confirming the occurrence of the accident);
 - other documents required by the Insurer, necessary to establish the legitimacy of claim and the amount of the Insurance Benefit (e.g. additional medical documentation);
 - c) in the case of a **Severe Medical Condition**:
 - Notice of Claim or a written request for Benefit payment;
 - documents confirming the occurrence of a disease entity or of having undergone a surgery listed in the catalogue of severe medical conditions;
 - certificate concerning the source of income earned by the Insured (e.g. a copy of an employment contract);
 - other documents required by the Insurer, necessary to establish the legitimacy of claim and the amount of the Insurance Benefit (e.g. additional medical documentation);
 - d) in the case of **Loss of Employment**:
 - Notice of Claim or a written request for Benefit payment;
 - for persons employed under a contract of employment: the record of employment from the last workplace or a copy of a statement on terminating the employment relationship by the employer of the Insured or on terminating the service relationship, as defined in the provisions of the labour law;
 - for persons who conduct their own business: a request to have the business removed from the register of businesses or a dismissal of a bankruptcy petition, if the business's assets are not sufficient to cover the costs of bankruptcy proceedings, together with a document confirming that the Insured had been incurring financial losses within the scope of the conducted business (i.e.: obtained a negative financial result, calculated as the difference between income and tax deductible expenses for the period of 6 months prior to the occurrence of an Insured Event);
 - a certificate informing about the source of income as at the Event Occurrence Date;
 - a certificate of obtaining the unemployed status including the date from which the Insured has been eligible for unemployment benefit;
 - other documents required by the Insurer, necessary to establish the legitimacy of claim and the amount of Insurance Benefit.
 10. Should there be grounds for paying the second and every consecutive Monthly Insurance Benefit in the framework of acknowledging the bases for the payment of Benefit due to Loss of Employment, the person reporting an Event shall provide the Insurer with a document issued by the Labour Office confirming that the Insured is eligible for the unemployment status and to collect the unemployment benefit on the last day of a given period, prior to each payment of the Monthly Insurance Benefit.

ART 13. INSURER EXEMPTION FROM LIABILITY

1. In the case of **Death of the Insured**, the Insurer shall not be liable, should the death have been caused by or resulted from the following:
 - a) results and consequences of diseases or accidents, diagnosed and treated or having occurred, accordingly, prior to the Insurance Agreement Conclusion Date,
 - b) suicide that took place within the first two years from the Insurance Agreement Conclusion Date of a given Insured
 - c) participation of the Insured in war operations, armed hostilities, riots, active and voluntary participation of the Insured in acts of violence, unless his or her participation was due to higher necessity or defence of necessity;
 - d) the Insured attempting to commit or committing a crime,
 - e) the Insured being under the influence of alcohol, narcotics or other intoxicants (designer drugs),

- excluding medications prescribed by a doctor and taken in accordance with the doctor's instruction;
- f) an event directly related to mass chemical or radioactive contamination caused by the use of weapons or devices which use the energy of nuclear fission or radioactivity.
2. In the case of **Permanent and Total Incapacity for Work**, the Insurer shall not be liable if the permanent and total incapacity for work was caused by or resulted from the following:
- a) a crime or suicide, either attempted or committed by the Insured,
 - b) results and consequences of diseases or accidents, diagnosed and treated or having occurred, accordingly, prior to the Insurance Agreement Conclusion Date,
 - c) active and voluntary participation of the Insured in war operations, armed hostilities, riots or acts of violence, unless his or her participation in acts of violence was due to higher necessity or defence of necessity,
 - d) attempted suicide,
 - e) self-mutilation or infliction of an injury at the request of the Insured, independent of their mental status;
 - f) the Insured being under the influence of alcohol, narcotics or other intoxicants (designer drugs), excluding medications prescribed by a doctor and taken in accordance with the doctor's instruction;
 - g) the Insured subjecting him- or herself to a plastic surgery or a cosmetic surgery, unless it was necessary in order to remove the effects of an accident that the Insured participated in.
 - h) an event directly related to mass or radioactive contamination caused by the use of weapons or devices which use the energy of nuclear fission or radioactivity.
3. In the case of a **Severe Medical Condition**, the Insurer shall not be liable, should the severe medical condition have been caused by or resulted from the following:
- a) results and consequences of diseases or accidents, diagnosed and treated or having occurred, accordingly, prior to the Insurance Agreement Conclusion Date,
 - b) a crime either attempted or committed by the Insured,
 - c) the Insured being under the influence of alcohol, narcotics or other intoxicants (designer drugs), excluding medications prescribed by a doctor and taken in accordance with the doctor's instruction;
 - d) an event directly related to mass or radioactive contamination caused by the use of weapons or devices which use the energy of nuclear fission or radioactivity.
4. The Insured shall have no right to receive the Benefit in the event of contracting Malignant Neoplasm (cancer) in the following cases:
- a) if, before the Insurance Agreement Conclusion Date, the Insured was referred to perform medical tests or examination, on the basis of which Malignant Neoplasm (cancer) was diagnosed;
 - b) if the Insured was waiting for the results of medical tests or examination performed before the Insurance Agreement Conclusion Date, on the basis of which Malignant Neoplasm (cancer) was diagnosed;
 - c) if the diagnosis of Malignant Neoplasm (cancer) was preceded by symptoms which occurred for the first time before the Insurance Agreement Conclusion Date.
5. In the event of **Loss of Employment**, the Insurer shall not bear liability if the loss of employment was due to the following circumstances:
- As regards natural persons employed under a contract of employment, a manager contract or a public service relationship:
- a) the termination by the Insured of service relationship, a contract of employment, as stipulated by the provisions

- of the Polish labour law or other legal provisions regulating a given relationship, excluding the contract termination by the employee without notice, for reasons under the employer's control, pursuant to Art. 55 item 1 section 1 of the Labour Code,
- b) the termination of employment relationship and the contract of employment by mutual agreement of parties, as stipulated in the provisions of the Polish labour law or other legal provisions, unless the mutual agreement was made for reasons beyond the employee's control, as a result of the employer's bankruptcy or liquidation, or redundancies for reasons in control of the employer, and the mutual agreement was made in the period of the Insurer's liability for Loss of Employment;
 - c) the termination by the employer of the contract of employment concluded with the Insured, without notice, and also the termination by the employer of service relationship for reasons attributable to the Insured, unless the termination was due to a long-term illness,
 - d) the termination of a contract of employment or of service relationship after the lapse of the period for which it was concluded,
 - e) the termination of the service relationship or a contract of employment when the Insured was given a notice before the Insurance Agreement Conclusion Date,
- as regards natural persons who conduct Business Activity:
- f) crime attempted or committed by the Insured,
 - g) the Insured ceasing to conduct Business Activity for reasons other than economic,
 - h) ceasing to conduct Business Activity as a result of requests submitted before the Insurance Agreement Conclusion Date.

ART 14. BENEFIT TAXATION

1. Insurance Benefits are subject to taxation under generally applicable provisions of the Polish law.
2. In the case of natural persons, Insurance Benefits received under Insurance Agreement are exempt from income tax under the provisions of the Personal Income Tax Law dated 26 July 1991 (consolidated text, Journal of Laws of 2000 No. 14, item 176, as amended). Insurance benefits that are not exempt from tax are listed in the aforementioned Act.
3. In the case of legal entities, insurance benefits received under an Insurance Agreement constitute income under the provisions of Art. 12 item 1 of the Corporate Income Tax Law dated 15 February 1992 (consolidated text, Journal of Laws of 2000 No. 54, item 654 as amended).

ART 15. HANDLING COMPLAINTS AND CLAIMS

1. Claims and complaints may be lodged at any time with the Insurer at Insurer's registered office, in person or in a different manner.
2. The Insurer shall reply to a claim or a complaint within 30 days of its receipt in the same form as the lodged claim or complaint or in any other form agreed upon with the person lodging a claim or complaint.
3. The Insurer shall be entitled to demand a written confirmation of claims or complaints lodged over the phone or via e-mail.
4. In order to reach the final decision, the person concerned may lodge a claim or complaint with the Insurer's Management Body.
5. The Insured shall have the right to appeal against the final decision of the Insurer to the Insurance Ombudsman or Municipal or District Consumer ombudsmen.
6. Towarzystwo Ubezpieczeń na Życie Cardif Polska S.A. is subject to the supervision of the Polish Financial Supervision Authority.

ART 16. COMPETENT COURT AND DISPUTE RESOLUTION

1. Relevant regulations of Polish law shall apply to all matters not regulated herein.
2. Any disputes arising from insurance agreements may be brought to a court of general jurisdiction or a court having jurisdiction over the place of residence or registered office of the Policyholder, Insured, Beneficiary or person entitled to a benefit under an Insurance Agreement.

ART 17. MONETARY SYSTEM

In the case of change of the monetary system in Poland or denomination of the Polish currency, all financial obligations arising from an Insurance Agreement denominated in the Polish currency shall be converted at the NBP mid-rate.

ART 18. FINAL PROVISIONS

These General Terms and Conditions of Insurance for Cardholders, marked with index **BNPP/CARDCPI_3_1.0/2015**, approved by:

- a) the Management Board of Towarzystwo Ubezpieczeń na Życie Cardif Polska SA by way of a resolution of 31 March 2015,
- b) the Management Body of Cardif Assurances Risques Divers SA Branch in Poland, by way of a resolution of 31 March 2015, respectively,

shall become effective on 1 April 2015.