Valid from 18 11 2019



ERGO Life Insurance SE

Special Cancer Insurance Conditions No 028-01

(these conditions shall apply along with the Universal Life Insurance Rules No 028)

1. Object of insurance

1.1. The object of insurance shall be property interests if the Insured develops cancer (a critical illness).

2. Insured persons

- 2.1. The person specified in the Insurance Certificate who is between 18 and 64 years old at the time of concluding the Insurance Agreement and who is subject to Insurance Coverage for the period of time specified in the Insurance Agreement, but no longer than till the age of 70.
- 2.2. Co-insured minor children and/or adopted children of the person referred to in clause 2.1 hereof, who have not been included in the Insurance Agreement and who are subject to Insurance Coverage for as long as the Insurance Coverage for cancer applies to one of their parents during the period of time specified in the Insurance Agreement, but no longer than till they turn 18.

3. Insured Events

- 3.1. The Insured shall be considered to have developed cancer when the diagnosis was confirmed by medical documents, i.e. when a malignancy was diagnosed in a histological test, and the diagnosis was confirmed by an oncologist, hematologist or pathologist, and complies with the description of the illness presented in the Insurance Agreement and clauses 3.2-3.3 of these Conditions, except for the cases provided for in clause 4 hereof.
- 3.2. Non-invasive/early stage cancer. This shall be cancer diagnosed and confirmed histologically and characterized by malignant cell growth in the primary tumor site without damaging the base membrane and spreading to other tissues. Such cancer may be:
 - All primary carcinomas in situ according to the applicable AJCC classification adopted by the American Joint Cancer Committee;
 - Melanoma in situ, except for other forms of skin cancer;
 - Primary stage T1aN0M0, T1bN0M0 or T2aN0M0 prostate cancer only when treating by radical prostatectomy;
 - Papillary or follicular stage T1 thyroid cancer (including T1aN0M0 and T1bN0M0).

The following shall not be considered non-invasive/early stage cancer:

- Benign tumor, dysplasia or a precancerous illness;
- Any skin cancer, except for preinvasive melanoma in situ.

3.3. Invasive cancer

- 3.3.1. Invasive skin (except melanoma *in situ*) cancer basal cell carcinoma, squamous cell carcinoma and dermatofibrosarcoma (10% of the Sum Insured shall be paid in this case).
- 3.3.2. Invasive cancer, which is characterized by uncontrolled growth and spread of malignant cells into tissues, blood, blood-forming organs and the lymphatic system, including malignant lymphoma, malignant bone marrow diseases, leukemia, malignant widespread melanoma, Hodgkin's disease and myelodysplastic syndrome.

The following shall not be considered invasive cancer:

- Benign tumor, dysplasia or precancerous disease;
- Skin basal cell and squamous cell carcinoma and dermatofibrosarcoma;
- Carcinoma in situ;
- Non-invasive malignancy;
- Prostate cancer of a stage lower than T2bN0M0;
- Papillary or follicular thyroid cancer of a stage lower than T2N0M0;
- True polycythemia and primary thrombocythaemia, monoclonal gamapathy of unknown origin.

4. Non-Insured Events

- 4.1. Non-Insured Events when an Insurance Benefit shall not be paid having diagnosed the illness:
 - 4.1.1. within the first 6 months (if the Policyholder is a legal person insuring its employees under a group agreement within the first 3 months, unless agreed otherwise) from the date of entry into force of the Insurance Coverage in respect of the Insured, also when Insurance Coverage was suspended;
 - 4.1.2. does not meet the definition of the illness specified in clause 3 hereof and the established diagnostic criteria, diagnosed based on finding tumor cells and/or signs of cancer in blood, saliva, faeces, urine or other body fluids in the absence of other conclusive and clinically confirmed evidence of the oncological process;
 - 4.1.3. suffered by the Insured due to the exposure to alcohol, drugs or toxic, psychotropic and other psychoactive substances used for the purpose of intoxication, also use of potent drugs that have not been prescribed by a doctor;
 - 4.1.4. related to acts of war (regardless of whether a war was declared or not), exposure to nuclear energy, radiation;
 - 4.1.5. to a person who is infected with HIV or AIDS;
 - 4.1.6. to the Insured, who already was diagnosed with any type of tumor, leukemia, lymphoma, had bleeding, painful, discolored moles, skin lesions, colon polyposis, inflammatory bowel disease (Crohn's disease or ulcerative colitis), polycystic kidney disease, benign breast tumours, asbestosis, hepatitis in any form (except hepatitis A) or cirrhosis before concluding the Insurance Agreement, also if the Insured already referred for diagnosing the above illnesses before concluding the Insurance Agreement. If the Insured reached for a consultation, and illness was been diagnosed or the remission period has passed, and the Insured has recovered, and, before concluding the Insurance Agreement, the Insured provided the Insurer with written information (a medical statement and medical check-up data), and the Insurer, knowing all the detailed information, still concluded the Insurance Agreement, this clause shall not apply to cancer diagnosed after the conclusion of the Insurance Agreement.

5. Sum Insured and Insurance Benefits

- 5.1. The Insured's Sum Insured for cancer shall be indicated in the Insurance Certificate.
- 5.2. Having declared an illness diagnosed to the Insured an Insured Event, the Sum Insured or a part thereof shall be paid depending on the diagnosed illness:

10% of the Sum Insured	20% of the Sum Insured	100% of the Sum Insured
Invasive skin cancer	Non-invasive/early stage cancer (3.2)	Invasive cancer
(referred to in clause 3.3.1	Melanoma in situ	(referred to in clause 3.3.2)
hereof)	Primary carcinoma in situ	Widespread melanoma
	Primary prostate cancer	
	Papillary or follicular thyroid cancer	

The Sum Insured for a minor child shall be equal to $\frac{1}{2}$ of the Sum Insured for cancer for an insured adult, without exceeding EUR 25 000.

If 2 parents have been covered under a single Insurance Agreement, the Sum Insured for a minor child shall consist of ½ (without exceeding EUR 25 000) of the Sum Insured for each insured adult.

- 5.3. If both parents have been covered under different insurance agreements, the Sum Insured for a co-insured minor child shall be equal to ½ of the Sum Insured for cancer for each parent, but not more than EUR 25 000 under each insurance agreement.
- 5.4. Insurance Benefits for non-invasive/early stage cancer and invasive skin cancer shall be paid once to each Insured.
- 5.5. Having paid an Insurance Benefit for invasive cancer, Insurance Coverage in respect of this Insured and of co-insured minors shall terminate.
- 5.6. If the Sum Insured was increased, and the Insured developed a critical illness within the first 6 months after the increase of the Sum Insured, the Sum Insured to be paid shall be equal to the Sum Insured of the Insured which applied 6 months ago. When the Policyholder is a legal person insuring its employees under a group agreement, and the Insured develops a critical illness within the first 3 months after the increase of the Sum Insured, the Sum Insured to be paid shall be equal to the Sum Insured of the Insured person valid 3 months ago, unless the Insurance Agreement establishes otherwise.
- 5.7. If the Insured, for whom Insurance Benefits were being paid, was diagnosed with cancer within the first 6 months (when the Policyholder is a legal person insuring its employees under a group agreement within the first 3 months, unless the Insurance Agreement establishes otherwise) from the date of entry into force of the Insurance Coverage in his respect, when Insurance Coverage can no longer continue in respect of the Insured, the Insurer shall refund the amount of the Insurance Premium paid for this Insured, and Insurance Coverage shall terminate in respect of the Insured.
- 5.8. In case of death of the Insurance Coverage applicable to that person under the Insurance Agreement shall terminate in full.

6. Procedure of reporting Insured Events

- 6.1. In case of a critical illness of the Insured, the Insurer shall be provided with the following:
 - 6.1.1. a critical illness statement in the form prescribed by the Insurer;
 - 6.1.2. documents from health care institutions with confirmed illness diagnosis, description of anamnesis, performed tests and prescribed treatment;
 - 6.1.3. other documents requested by the Insurer significant in determining circumstances of the Insured Event.
- 6.2. Expenses related to obtaining documents confirming the Insured Event listed in clause 6.1 hereof shall be covered by the person to claim the Insurance Benefit.
- 6.3. The Beneficiary/the Insured or the Policyholder shall notify the Insurer about the critical illness in writing, within 30 days from the day the critical illness was diagnosed.

7. Procedure of paying Insurance Benefits

7.1. In case of cancer insurance, the Insurer shall pay an Insurance Benefit to the Insured, unless the Insurance Agreement establishes otherwise.

8. Procedure of amending the insurance conditions

- 8.1. Given developments in medical science, changes in morbidity levels and legal regulation, the Insurer shall have the right to change the definitions of cancer (critical illnesses) and/or criteria used to diagnose cancer. The Insurer may make unilateral amendments, provided that they do not violate rights or interests of the customer, and by notifying the Policyholder thereof in writing not later than 30 days before the planned date of amendment of the insurance conditions.
- 8.2. The Policyholder shall have the right to terminate the Insurance Agreement or to refuse the selected Insurance Coverage before the entry into force of amendments to the rules, if the amendments are unacceptable.
- 8.3. The Insurer shall have the right to amend the Special Cancer Insurance Conditions for agreements concluded for 1 year by notifying the Policyholder thereof in writing not later than 30 days before the date of an automatic extension of the Insurance Agreement.

General Manager Bogdan Benczak Bopdon Bul.