

**INSURANCE CONDITIONS OF LIFE INSURANCE VITAL PREMIUM**  
of 01-04-2013**Article 1 – Opening and general provisions****1.1.**

This private insurance for case of death and maturity stipulated by the insurer Komerční pojišťovna, a. s., ID: 63998017, Karolinská 1/650, 186 00 Praha 8 (hereinafter "insurance company") is regulated by especially Act No 37/2004 Coll., Insurance Contract Act (hereinafter "Insurance Contract Act") and the insurance contract with these insurance conditions as its integral part.

**1.2.**

This insurance, including the rights and duties arising from it, follows the legal environment of the Czech Republic. In case of any plea the Czech Republic courts of law are relevant.

**1.3.**

The Czech language is communication language.

**1.4.**

All payments and amounts in connection with the insurance are written and paid in the currency valid in the Czech Republic territory.

**Article 2 – Definitions**

The following terms are defined for these insurance conditions:

- a) **balanced premium** – difference between paid premium (including actually paid premium) and paid-out partial withdrawals
- b) **single premium** – premium specified for the whole insurance period
- c) **capital value (contract value, reserve)** – the value of the insurance contract specified as at certain date by the insurance-technical principles of the insurance company
- d) **appointed person** – a person who is set by the policyholder with the insured's approval and, due to the death of the insured, has the right to the insurance indemnity. In case the appointed person is not specified, insurance company pays out the indemnity to the persons determined by the Insurance Contract Act.
- e) **insurance of the agreed sum** – insurance in which, in case of an insured event, the agreed financial amount is paid out; the amount is independent of the occurrence or the extent of the loss
- f) **beneficiary** – a person who due to the insurance event has the right to the insurance indemnity
- g) **benefit from the insurance** – any amount paid out by the insurance company in terms of the insurance contract, i.e. the insurance indemnity in case of the insurance event, partial withdrawal in case of partial withdrawal or surrender in case of premature cancellation of the contract
- h) **insurance period** – period for which the insurance was concluded or eventually automatically prolonged (Article 5.2.)
- i) **insurance contract** – an agreement between the insurance company and the policyholder about providing the insurance coverage. In the contract the insurance company undertakes to provide an agreed amount upon the occurrence of a insurance event and the policyholder undertakes to pay stipulated premium. These insurance conditions are the integral part of the insurance contract.
- j) **insurance event** – a fortuitous event mentioned in the insurance contract which is associated with the obligation of the insurance company to provide the stipulated benefit (i.e. insurance indemnity)
- k) **premium** – payment for the insurance
- l) **policyholder** - the physical person who concluded the insurance contract with the insurance company and is obliged to pay the premium. In case of the death of the policyholder who is not as same as the insured the insured obtains the same rights and duties as the policyholder as of the date of the policyholder's death.
- m) **insured** – person to whose life the insurance applies
- n) **saving period** – period for which the technical interest rate is set up. First saving period lasts from the contract beginning over 5 years, at the beginning of the new saving period a new technical interest rate is set up for the next five years saving period respectively for the remaining period to the end of the insurance contract, if it is shorter than 5 years.
- o) **accident** – an unexpected and sudden activity of external forces or own physical forces independent of the insured's will, or an unexpected and continuous activity of high or low temperatures, gases, steams, radiation (with the exception of nuclear), electric current and poisons (with the exception of microbial poisons and immunotoxic substances) independent of the insured's will, that would physically damage the insured's health or cause death. To exclude any doubts, an accident in this definition is not a suicide, attempted suicide or intentionally self-inflicted wound or the court statement of insured's death. An accident also means following

events independent on the insured's will – death by drowning, drowning and lightning incidence.

- p) **age at death** – the real age of the insured at the moment of his/her death
- q) **anniversary date** – day with the same day number and month number as the day number and month number which is part of the date written in the insurance contract as date of the beginning of the insurance. If there is no such day in month the last day of the month is used.

**Article 3 – Insured risks and options****3.1.**

In this life insurance of agreed sum the coverages of the death risk and maturity risk are included.

**3.2.**

In case the policyholder is not the same as the insured the policyholder is obliged to inform about the contents of the insurance contract concerning the insurance of his insurance risk.

**3.3.**

The policyholder with respect to the below mentioned conditions has the right for:

- payment of the extra premium
- partial withdrawal (Article 8.1.)
- surrender (Article 10).

**Article 4 – Insurance inception****4.1.**

The insurance shall become effective at 00.00 a.m. on the day stipulated as the insurance inception in the insurance policy.

**4.2.**

Signing the proposal for the insurance conclusion by both contracting parties concludes the insurance contract.

**Article 5 – Termination of the insurance****5.1.**

This insurance terminates by:

- expiry of the insurance period mentioned in the insurance contract
- notice of cancellation (Article 5.3.)
- repudiation of the contract (Article 5.4.)
- death of the insured (Article 7)
- decreasing of the reserve below the given limit (Article 8.1.)
- agreement of the contractual parties.

**5.2.**

The insurance is prolonged for the next year and it can be made repeatedly, if the policyholder or the insurance company wouldn't inform 6 weeks before the end of the insurance period at least the other side that he/she has no interest on the future lasting of the insurance. In the prolonged insurance there is no more obligation of the policyholder to pay the premium.

**5.3.**

Notice of cancellation

**5.3.1.**

The insurance company or the policyholder may terminate the insurance contract within 2 months after the date of its conclusion. An eight-day notice period shall commence on the date of delivery of the notice of cancellation, and the insurance shall expire upon the expiry of this notice period. The insurance company has no more right for the premium and it will pay back every already paid premium.

**5.3.2**

In case there is notice of cancellation from the policyholder anytime after two months of the contract duration, the insurance contract will be settled the same way as mentioned in the Article 10.

**5.4.**

If the insurance company provides during the negotiation of the insurance contract untrue or incomplete answers to the policyholder's written questions concerning the private insurance to be concluded, the policyholder shall be entitled to repudiate the insurance contract if the policyholder would not have concluded the insurance contract were truthful and complete answers provided. The policyholder may exercise this right within two months of the date that the insurance company learned of such facts, otherwise this right shall expire. This shall apply also in the case of an amendment to the insurance contract.

**Article 6 – Premium and administrative fees****6.1.**

Single premium

**6.1.1.**

Policyholder is obliged to pay the concluded single premium which shall be payable on the date of inception of the insurance.

**6.1.2.**

The minimum level of the single premium is CZK 5,000,000.

**6.1.3.**

The single premium will be used by the insurance company to create the contract value. The insurance company will decrease the contract value by the administrative fees set from the single premium.

**6.1.4.**

The administrative fee will be extinguished by the insurance company in the five instalments. The first instalment will be accounted to the single premium payment, then the following four to the anniversary date.

**6.1.5.**

The one instalment of the administrative fee is set by the amount of the single premium and is given by the following table:

single premium	instalment of the administrative fees
up to 6 999 999 CZK	0,50 % of the premium
7 000 000 CZK – 11 999 999 CZK	0,45 % of the premium
12 000 000 CZK – 19 999 999 CZK	0,33 % of the premium
20 000 000 CZK and more	0,25 % of the premium

**6.1.5.**

In case one of the following conditions is fulfilled in the first five years of the insurance duration:

- the policyholder will ask for the surrender payment; or
- the contract is cancelled by the other reason than death of the insured; or
- the contract value will go down below the limit CZK 50,000 increased by the not yet distinguished administrative fee instalments,

the not yet extinguished administrative fees instalments will be deducted at once at this moment. The total deducted instalments of the administrative fees will be in total amount of the administrative fees.

**6.2.**

Extra premium

**6.2.1.**

The policyholder may, at any time and repeatedly during the insurance, pay extra premiums. This extra premium is deducted by the administrative fees and then it is used to increase the contract value.

**6.2.2.**

In case of payment of any extra premium the insurance company will calculate the balanced premium and by its level the following fees from the extra premium are set up:

balanced premium	administrative fees
up to 6 999 999 CZK	2,0 % of the extra premium
7 000 000 CZK – 11 999 999 CZK	1,8 % of the extra premium
12 000 000 CZK – 19 999 999 CZK	1,3 % of the extra premium
20 000 000 CZK and more	1,0 % of the extra premium

**6.2.3.**

The minimum level of the extra premium is CZK 100,000. The insurance company has the right to refuse extra premium payment any time during insurance contract duration.

**6.3.**

The contracting parties agreed that the insurance company may satisfy its financial claims on the premium, always in the order beginning with the oldest one, by premium payments in the order as they were credited to its account; the payments paid in one day will be used in the increasing order from the highest payment to the lowest.

**6.4.**

If the single premium is not paid but an extra premium payment is remitted to the insurance contract, the insurance company will preferentially use this payment to cover the outstanding single premium. After the single premium has been paid, all other payments are considered as extra premium.

**6.5.**

The day of single premium payment is considered as the day when the entire single payment or its last partial payment is credited to the insurance company's account. The day of extra premium payment is considered as the day when the entire extra premium is credited to the insurance company's account.

**Article 7 – Insurance Event**
**7.1.**

The insurance event is:

- death of the insured
- maturity/survival of the insured up to the end of the insurance period

**7.2.**

In case of death of the insured, the insurance company will pay the insurance indemnity to the appointed person. If this person is not specified by the policyholder in the insurance contract, the insurance company will provide the indemnity to the persons mentioned in the Article 51, par. 2 and 3 of the Insurance Contract Act.

**7.3.**

In case of maturity the insurance company provides the insurance indemnity to the insured as beneficiary.

**7.4.**

In case of the insurance event the beneficiary is obliged to inform without the undue delay the insurance company and to prove that the insurance event happened and to put the necessary documents. It means especially original of the insurance contract, in case of death the death certificate, in case of accidental death the police protocol describing the insurance event or medical certificate proving the death was caused by an accident, or other documents (esp. request for insurance indemnity). If these obligations are not fulfilled the insurance company is obliged not to pay the insurance indemnity or to postpone the payment of the insurance indemnity until the conditions are fulfilled.

**7.5.**

Documents proving the insurance event have to be submitted by the beneficiary in the original form or in the certified copy in the Czech language. The insurance company or the responsible employee of the Komerční banka, a. s., (hereinafter referred as "Bank") is also obliged to verify the correspondence of the original and copy. In case the document is in the foreign language the beneficiary is also obliged to submit that document together with the certified translation.

**7.6.**

Upon the insurance company's demand, the beneficiary shall ensure, at his/her own expense, the necessary medical documentation required by the insurance company.

**7.7.**

In case of doubts the insured or beneficiary is obliged to prove that the claims event happened.

**Article 8 – Benefit from the insurance**
**8.1.**

Partial withdrawal

**8.1.1.**

The policyholder may, at any time from the beginning of the insurance contract and repeatedly during the insurance period, request the payment of a partial withdrawal (capital value proportion withdrawal) amounting CZK 50,000, at least.

**8.1.2.**

If the required payment of the partial withdrawal will be in the amount of 90 % of the contract value, at most, and the amount of the contract value after the withdrawal won't be lower than amount of the CZK 50,000 increased by the not yet distinguished administrative fee instalments, the insurance company will pay out the required amount. The contract value will decrease and the insurance will stay effective. In case the required payment will be higher than 90 % of the contract value and if amount of the contract value after the withdrawal will be lower than amount of the CZK 50,000 increased by the not yet distinguished administrative fee instalments, the insurance will be cancelled and the partial withdrawal request will be treated as the surrender request, according to Article 10.

**8.1.3.**

Partial withdrawal is payable to 15 days from the day the insurance company received the partial withdrawal request. This time limit is not running over the time for which the insurance company is obliged not to finish the business due to valid legal precaution against the legalisation of the income from the crimes and terrorism financing.

**8.1.4.**

If the insured is not as same person as the policyholder and if he/she agreed with the contract by its signing, it is considered that he/she agrees with the policyholder's partial withdrawals during contract duration.

**8.1.5.**

The paid out partial withdrawal can be subject of the income tax.

**8.2.**

Indemnity in case of death

**8.2.1.**

In case of the death of the insured, the insurance company will pay out to the appointed person the insurance indemnity consisting of two parts:

- a) the actual amount of the contract value as at the date of the death;
- b) relevant increase in case of death, which is calculated from the amount of the contract value as at the date of the death. The contract value is multiplied by the increasing coefficient.

**8.2.2.**

The increasing coefficient depends on the age at death of the insured and it is written in the following table:

age at death	coefficient of increasing
till 49 years	10.0 %
50 – 59 years	5.0 %
60 – 69 years	2.5 %
from 70 years	0.0 %

**8.2.3.**

In case of the death of the insured due to an accident (excluding the suicide), the increasing coefficient 15 % instead of increasing coefficient mentioned in the Article 8.2.2. is used for the calculation of the increase in case of death. This coefficient is valid only for the insured whose age at death is below 80 years and which death occurred no later than 1 year after the accident which the insured sustains during the insurance duration.

**8.2.4.**

Maximum paid out amount of increase in case of death is CZK 350,000.

**8.3.**

Indemnity in case of maturity/survival of the insured

**8.3.1.**

In case of the survival of the insured of the end of the insurance, the insurance company will pay out to insured the insurance indemnity in amount of the contract value as of the contract end date.

**8.3.2.**

Paid insurance indemnity can be subject of the income tax.

**8.4.**

Ways of insurance indemnity payment:

**8.4.1.**

The payment of an insurance indemnity can be performed in one of the following ways:

- a lump-sum payment;
- the payment of a lifetime pension (paid until the death of the beneficiary);
- the payment of a lifetime pension guaranteed for a certain period (paid until the death of the beneficiary, for at least a guaranteed minimum number of years);
- the payment of a pecuniary pension paid in the agreed amount;
- the payment of a pecuniary pension paid over an agreed period;
- a combination of a lump-sum payment and the payment of one of the above pensions.

**8.4.2.**

The request for the insurance indemnity has to be presented by the beneficiary before the insurance indemnity due date. When the payments start it is not possible to change the stipulated way of payment. If the way of indemnity payment is not mentioned in the request, it is considered the lump-sum payment is required.

**8.4.3.**

In case the beneficiary chooses the annuity, the amount of the annuity payments is established from the lump-sum indemnity in accordance with approved insurance-technical rules valid as of the date of the indemnity payment (as of the date of the first annuity payment). The annuity can be paid out only in monthly instalments and the minimum level of the monthly annuity is CZK 5,000. In case there is no such indemnity to reach this minimal amount of the annuity by some way of payment, the different way of payment is necessary to choose; if no annuity payment is possible, the lump-sum payment is paid out.

**Article 9 – Exclusions, limitations and rejection of the paying the indemnity**
**9.1.**

A person, who becomes entitled to the indemnity from the death of the insured, shall not be so entitled should such person will cause the death of the insured by an intentional criminal act which such person was found guilty by a court of law.

**9.2.**

In case of a suicide of the insured, the insurance company pays out the concluded insurance indemnity.

**9.3.**

The insurance company has the right to decrease the increase in case of death by up to half:

- if the insured's death occurred in connection with his/her actions which indicate that the insured has perpetrated a crime;
- if the insured's death occurred in connection with actions whereby the insured caused serious actual bodily harm or death to another

person or otherwise grossly breached an important interest of society;

- if the insured's death occurred in relation with the consumption of alcohol or other addictive or psychotropic substances by the insured;
- if the insurance company ascertains that the beneficiary provided other information about the occurrence of the insured event that that were ascertained by the insurance company, or that the beneficiary concealed such information.

**Article 10 – Surrender**
**10.1.**

The policyholder with the insured's approval may ask the insurance company to pay out the surrender at any time after two months of the contract duration.

**10.2.**

The surrender value is dependent on the insurance contract duration and the surrender is given as the % of the contract value as of the surrender payment date as mentioned in the following table:

Insurance duration	Surrender
1 <sup>st</sup> year	97.5 % of the contract value
2 <sup>nd</sup> year	98.0 % of the contract value
3 <sup>rd</sup> year	98.5 % of the contract value
4 <sup>th</sup> year	99.0 % of the contract value
5 <sup>th</sup> year and more	100.0 % of the contract value

**10.3.**

Before the surrender calculation the insurance company decreases the contract value by the not yet distinguished administrative fee instalments (see Article 6.1.6.). The insurance company doesn't credit the profit sharing for the calendar year in which the surrender payment occurs.

**10.4.**

In case of the surrender payment in the first five years of the contract duration the contract value over the calendar year of the surrender payment will be evaluated by the technical interest rate only.

**10.5.**

The insurance is terminated by the surrender payment, i.e. the day the payment is sent from the insurance company account.

**10.6.**

Paid surrender can be subject of the income tax.

**Article 11 – Evaluation rates**
**11.1.**

During the insurance period the capital value of the contract is credited by the total evaluation rate which consists from the technical interest rate and the profit sharing rate.

**11.2.**

The technical interest rate is set by the insurance company (according to the valid legislation) at the beginning of the saving period and it is valid and not changed over this five years period. For the contracts concluded after 01-04-2013 (included) is valid that the technical interest rate for the first saving period is 0.5 % p. a.

**11.3.**

Only the insurance company decides about the attributing of the profit sharing. The value of profit sharing is calculated and attributed annually.

**11.4.**

The insurance company will announce to the policyholder before the new calendar year beginning the minimal guaranteed total evaluation rate for the following calendar year. After the calendar year end the insurance company will set the total evaluation rate which is not lower than minimal guaranteed total evaluation rate.

**11.5.**

The profit sharing rate is calculated as difference between the total evaluation rate and technical interest rate and it is used for the profit sharing calculation.

**11.6.**

The insurance company will add the profit sharing to the contract value which increases the contract value.

**Article 12 – Insured's/Policyholder's personal data processing**
**12.1.**

Personal data processing connecting with the insurance contract

**12.1.1.**

The insured's/policyholder's personal data, in compliance with Section 4, Par. a) of Act No. 101/2000 Coll., on protection of personal data, (except the sensitive ones), which the insured/policyholder awards to the insurance company by the conclusion of the insurance contract or that the insurance company obtained by a different legal way, or that he/she created by processing of data obtained in this way, can process by the

insurance company or by the entrusted administrator (Bank) in order to use this personal data within the subject of the enterprise of the insurance company, i.e. to activities directly or indirectly related to insurance and reinsurance activity. The personal data can be sent to other states, in compliance with permission issued to the insurance company according to section 27 of the quoted Act. The insurance company will process personal data in the given way to the extent required by the insurance contract for a period necessary to ensure all rights and duties resulting from the insurance contractual relationship.

#### 12.1.2.

The personal data of the insured/policyholder can be processed in the above mentioned scope and for above mentioned purposes without the explicit agreement of these persons.

#### 12.2.

Sensitive personal data processing consent connected with the insurance contract

##### 12.2.1.

The insured/policyholder awards the consent, by the conclusion of the other than saving option of the insurance and/or accident rider, even for purposes of obtaining data about his/her health condition, through the contractual physicians of the insurance company, in compliance with Section 67b subsection 10 of Act No. 20/1966 Coll., on care for health of people, as amended, and authorizes all doctors, health offices and institutions and health insurance companies to disclose this data, even after the death, to the insurance company and authorizes the relevant social security office to provide the information to the insurance company.

##### 12.2.2.

The insured/policyholder agrees that the insurance company can process his/her personal data relevant to his/her health state (the sensitive personal data according to Section 4 Par. b of the Personal Data Protection Act), which were awarded by him/her or that the insurance company obtained by a different legal way, or that he/she created by processing of data obtained in this way. These sensitive personal data will be processed within the subject of the business of the insurance company and also to activities directly or indirectly related to insurance and reinsurance activity.

##### 12.2.3.

The granting the agreement mentioned in the Article 12.2.2. is necessary for stipulation of the other than saving option of the insurance and/or accident rider. The granted agreement can be withdrawn only in written form in the letter sent to the insurance company. This withdraw will cause the termination of the accident rider and the beneficiary's right for the increase in case of death to the date of withdrawal, at least at the date of delivery. In this case the insurance company has the right to the periodic accident premium till the end of the insurance period or the right to the single accident premium till the next anniversary date. The insurance company right for the life premium remains unchanged.

#### 12.3.

Shared personal data processing

##### 12.3.1.

The insured/policyholder also agrees that his/her personal data (in case he/she is the physical person) or its data (in case it is legal person) are processed by the insurance company and every subsequent Administrator, it also means the data transferred among them, for the purpose of achieving a better-quality care of the insured/policyholder, implementing Marketing activities, informing other Administrators of bonding capacity and credibility of the insured/policyholder, and analyzing the data. The insured/policyholder agrees that the Administrator processes his/her Personal Data for the purpose and in the extent mentioned above during the period after granting this consent until expiration of 4 years of termination of the last contractual or another legal relationship with any of the Administrators.

##### 12.3.2.

The consent of the insured/policyholder, according to Article 12.3.1 of these insurance conditions, is effective only in relation to the insured/policyholder who signed the contract or the amendment to the contract (with these insurance conditions as an integral part), on the effective date, at the earliest, of these insurance conditions. For the insured/policyholder who signed, refused to sign or withdrew similar consent, the legal mode of the consent granted, refused or withdrawn before remains unchanged by the change of the insurance conditions.

##### 12.3.3.

This consent to processing Personal Data, granted especially by the valid acts No 363/1999 Coll., Insurance Business Act, No 513/1991 Coll., Business Code, No 480/2004 Coll., About some Services of the Information Society, No 101/2000 Coll. and Personal Data Protection Act, is voluntary and the insured/policyholder is entitled

to withdraw it anytime in relation to any Administrator. Consent withdrawal must be sent to the insurance company in a written form. Personal Data provision is voluntary unless a generally binding legal regulation stipulates otherwise.

#### 12.4.

The insured/policyholder is obliged, without undue delay, to inform the insurance company about the change of the processed personal data.

#### 12.5.

Personal Data about the insured/policyholder is processed to the extent in which the insured/policyholder has provided it in relation to (a) request for contractual or other legal relationship, (b) with any contractual or another legal relationship established between him/her and the Administrator, or (c) which the Administrator has collected otherwise and processes them in compliance with valid legal regulations for the following purposes: (i) purposes included within the consent of the insured/policyholder, (ii) negotiations about the contractual relationship, (iii) performance of the contract, (iv) protection of the vital interests of the insured/policyholder, (v) authorized publishing of personal data, (vi) protection of the rights of the Administrator, recipient or other persons involved, (vii) filing kept in compliance with the law, (viii) offering business or services, (ix) handing over the name, surname, and address of the insured/policyholder for the purpose of offering business and services in compliance with generally binding legal regulations.

#### 12.6.

If the insured/policyholder asks the insurance company in writing, he/she is entitled - in compliance with valid legal regulations - to the provision of information on Personal Data processed about him/her, the purpose and nature of processing of Personal Data, on recipients of this data and the Administrators. Furthermore, the insured/policyholder is entitled to ask the insurance company for correction of Personal Data if it is discovered that the Personal Data processed by any of the Administrators does not correspond with reality. If the insured/policyholder finds out or thinks that the Administrator processes his/her Personal Data in violation of protection of the insured's/policyholder's private and personal life or in violation of legal regulations, he/she is entitled to seek an explanation from the insurance company. If appropriate he/she is entitled to ask that the insurance company corrects such defective state. Irrespective of the preceding regulations of this paragraph, the insured/policyholder is entitled to contact the Office for Personal Data Protection (if the Administrator breached duties) with request to take appropriate measures for adjustment.

#### 12.7.

For the purpose of the Article 12, the following is understood:

- the Administrator – the Insurance company, Société Générale SA, B 552 120 222, the company established and existing pursuant to the French law, residing at 29 Boulevard Haussmann, 75009 Paris (SG), FSKB members, the Persons controlled by SG and Investiční kapitálová společnost KB, a. s., ID 60196769;
- Marketing activities – collection of activities, the purpose of which is informing the insured/policyholders about products and services of the Administrator, submitting an offer for their order, mediation or acquisition and evaluation of appropriate data for these purposes, this also by means of email;
- Members of the financial group of the Bank (FSKB members) – particularly Komerční banka, a. s., ID 45317054 (the Bank), Modrá pyramida stavební spořitelna, a. s., ID 60192852, Penzijní fond Komerční banky, a. s., ID 61860018, ESSOX s. r. o., ID 26764652 and other subjects in which the Bank has or will have capital participation consisting in direct or indirect share in their basic capital;
- Persons controlled by SG – subjects that SG controls and that, at the same time, either (i) have or will have capital participation in subjects seated in the territory of the Czech Republic consisting in direct or indirect share in their basic capital, or (ii) have seat in the territory of the Czech Republic. If such subject is a member of FSKB, this subject is then included in the specification of FSKB members;
- Personal Data – name, surname, address, date of birth, birth number, connection data, financial standing and credibility of the insured/policyholder as the physical person, no sensitive personal data;
- Data about the Legal Person – identification data of the policyholder as the legal person, especially business name, place of business, ID, date of establishment, type of business, connection data, financial standing and credibility of the insured/policyholder.

#### Article 13 – Delivering to the insurance company

All information, announcements and requests of the policyholder, the insured or the beneficiary relating to the insurance must be made in a

written form in Czech language personally on the Bank or sent to the Komerční pojišťovna, a. s., Palackého 53, 586 01 Jihlava.

#### Article 14 – Delivering to the client's side

##### 14.1.

The insurance company is obliged to send the paper documents for the policyholder, for the insured or for the beneficiary to the address defined in advance or to the last known address of this person through the holder of the postal license (hereinafter referred as "post"). The insurance company may give written documents for these persons by personal delivery through the insurance company's employee or other person authorized by the insurance company.

##### 14.2.

The written document of the insurance company sent to the addressee by the post ordinary is considered as delivered on the third day after the sending of the document to the corresponding address although the recipient didn't know about delivery.

##### 14.3.

The written document of the insurance company sent to the addressee by the registered post is considered as delivered (if it is not delivering by the registered post with confirmation of delivery as described in the Article 14.4.), on the seventh day after the proved sending of the document.

##### 14.4.

The written document of the insurance company sent to the addressee by the registered post with confirmation of delivery is considered as delivered:

- on the date of receiving which is written on the confirmation of delivery, if this date is before the receiving date given on the paragraph c);
- on the date the addressee refused the document, if this date is before the receiving date given on the paragraph c);
- on the seventh day after the date on which the document was laid at the post; this is applied also in case the addressee didn't collect the document during this period or he/she collected the document after this seven day period;
- on the day of returning, if the document is undeliverable due other reasons.

##### 14.5.

The addressee has the right to appeal the invalidity of the fictive delivery as described in the Article 14,3, and 14.4. only in case he/she prove the objective reasons due them he/she was not able to receive the document, he/she was not able collect the document or he/she was not able collect the document at the post after it is laid there, or the document is undeliverable due other reasons.

#### Article 15 – Settlement of disputes

In the event of a dispute, it is possible to contact Komerční pojišťovna, a. s., Client's Service, Karolinská 1/650, 186 00 Praha 8, or the Czech National Bank.

#### RELATED INFORMATION

##### (Information duty regarding the Section 66 of the Insurance Contract Act)

#### Article A – Taxes

##### A.1.

The relevant parts of the valid Act No 586/1992 Coll., Income Tax Act, are applied on this insurance.

##### A.2.

###### Tax deductions

This type of insurance makes it possible to use the advantages of decrease of the tax base, according to Section 15, subsection 6 of the Income Tax Act.

##### A.2.1.

Maximum amount which can be deducted for tax year is CZK 12,000 in total for all contracts the policyholder stipulated. The policyholder also has to fulfil the following conditions:

- the policyholder has to be the same person as the insured;
- the payment of the insurance indemnity agreed in the insurance contract has to be after 60 months of the conclusion, at least;
- the payment of the insurance indemnity has to be in the calendar year in which the policyholder reaches age of 60 years, at least;
- the stipulated sum insured has to be CZK 40,000, at least, concerning contracts with the insurance period from 5 to 15 years; concerning contracts with the insurance period longer than 15 years, it has to be CZK 70,000, at least.

##### A.2.2.

Only the extra premium paid in the tax year can be used or the single life premium that has to be calculated for individual periods, according to the insurance duration, with the accuracy to days can be used.

##### A.2.3.

When terminating the insurance due the cancellation or shortening of the insurance period, the right to tax deduction expires and the policyholder is obliged to declare the taxes for the tax period, in which the conditions were breached, and specify the amounts of premium, by which the tax base was lowered in the previous years, as the tax base, according to Section 10 of the Income Tax Act. The insurance contract in which the insurance indemnity or surrender won't be paid and at the same time the reserve or capital value of the contract will be transferred to the new private life insurance contract satisfying the tax deductibility conditions are excluded.

##### A.3.

###### Taxation of the benefit from the insurance

When paying the insurance benefit, the insurance company is obliged to pay the related income tax instead of the insured:

- in case of maturity or in case of a partial withdrawal – 15 % of the profit (section 36, subsection 2, letter n) of the Income Tax Act)
- in case of surrender – 15 % of the profit (section 36, subsection 2, letter s) of the Income Tax Act)
- in case of death – 0 % (section 4, subsection 1, letter l) of the Income Tax Act)

##### A.3.

###### Taxation of the benefit from the insurance

When paying the insurance benefit, the insurance company is obliged to pay the related income tax instead of the insured:

- in case of maturity – 15 % of the benefit from the insurance deducted by the paid premium (Section 36, subsection 2, letter n) of the Income Tax Act)
- in case of an partial withdrawal – 15 % of the benefit from the insurance deducted by the paid premium paid by the taxpayer (policyholder) (Section 36, subsection 2, letter n) of the Income Tax Act)
- in case of surrender – 15 % of the benefit from the insurance deducted by the paid premium, it is not deducted by the payments of the employer instead of the employee (policyholder) (Section 36, subsection 2, letter s) of the Income Tax Act)
- in case of death – benefit from the insurance is free of income tax (Section 4, subsection 1, letter l) of the Income Tax Act)

#### Article B – Other information

Information about other circumstances subject to the insurance company's obligation to disclose information under Section 66 of the Insurance Policy Act is contained directly in the text of these insurance conditions.