

**INSURANCE CONDITIONS OF ACCIDENTAL INSURANCE
PROFI PATRON**
of 01/09/2005**Article 1 - Opening and general provisions**

1.1.

This private insurance, negotiated by Komerční pojišťovna, a. s., ID: 63998017, registered office: Karolinská 1/650, 186 00 Praha 8 (hereinafter referred to as "insurer"), is regulated in particular by Act No 37/2004 Coll., on insurance contract (hereinafter referred to as 'Insurance Contract Act') and the insurance contract, its integral part these insurance conditions are.

1.2.

The insurance contract is concluded, on behalf and account of the insurer, by Komerční banka, a. s., residing in the CR, Na Příkopě 33, 144 07, Praha 1 (hereinafter "KB").

1.3.

This insurance, including the rights and duties arising from it, is governed by the law of the Czech Republic. In case of any plea the Czech Republic courts of law are relevant.

1.4.

The language of communication is Czech. Fundamental documents testifying to an insured event must be in the Czech language. In cases where such documents are issued in a foreign language, an officially certified translation into Czech must be attached to them.

1.5.

All payments and amounts connected to the insurance are specified and payable in the currency valid on the territory of the Czech Republic.

1.6.

The relevant provisions of Act No 586/1992 Coll., on income taxes, as amended, apply to this insurance.

Article 2 - Definitions

The following terms are defined for these insurance conditions:

- **insurance contract** – an agreement on financial services whereby the insurer undertakes to provide benefits of an agreed scope upon the occurrence of a fortuitous event and the policyholder undertakes to pay premium to the insurer; in this insurance it consists from:
 - Insurance Contract – the insurer will receive one copy and the policyholder will receive one copy
 - these insurance conditions
- **policy** – confirmation of the insurance contract conclusion
- **policyholder** - the person who concluded the insurance contract with the insurer and is obliged to pay the premium
- **insured** – person to whose death caused by accident the insurance applies; in this insurance is the same as the policyholder
- **appointed person** – a person who, due to the death of the insured, has the right to the insurance indemnity; he/she is given in the insurance contract
- **insurance of the agreed amount** – 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
- **insurance period** – period for which the insurance was concluded; in this insurance it is one year
- **premium** – payment for the insurance
- **single premium** – premium specified for the whole insurance period
- **insurance event** – an fact which is associated with the obligation of the insurer to provide insurance indemnity
- **insurance indemnity** – the amount paid out in case of the insurance event
- **accident** – it means unexpected and sudden impact of external forces independent on the will of the insured or unexpected and continuous (independent on the will of the insured) impact of high or low external temperature, gases, fumes, radiation (excluding nuclear), electricity and poisons (excluding micro bacterial poisons and immunotoxic substances), which caused death of the insured during lasting of the insurance. If the death occurred after expiration of the insurance, the insurer pays at that time if the accident occurred during lasting of the insurance and one year after the accident at least. The suicide, suicide attempted, intentional self-inflicted injury, heart attack or brain disease is not considered accident. In contrary following events independent on the will of the insured are considered accident – drowning of the insured and death caused by lightning (thunderbolt).

- **current account** – account of the physical person opened with KB in CZK for the entrepreneurs, which is specified in the insurance contract. In case of transfer of the account to another KB branch, the insurance will remain.
- **authorised person** – person authorised by owner of the account to dispose of capital at the owner's current account according to specimen related to the relevant current account
- **credit income (credit payments)** – all regular payments coming to the current account since the beginning of the insurance
- **fast indemnity** – fix lump-sum amount which will be paid to the beneficiary in 48 hours after receiving all necessary documents (Article 7)
- **main indemnity** – the amount of the half of the 12 average monthly credit incomes received on the current account during the last 12 months before the insured's death. If the insured dies earlier than 12 months after stipulating the insurance, the average monthly credit income is calculated from this shorter period. This amount is paid to appointed person in 12 monthly instalments within 12 months.

Article 3 - Insured risks and options

3.1.

In this insurance of agreed sum the risks of death caused by accident anywhere in the world (i.e. also outside the CR).

3.2.

This insurance can be stipulated only as a single paid insurance and in two options (A or B) by the minimal and maximal limits of the insurance indemnity.

3.3.

This insurance can be stipulated with an owner of the current account or with an authorised person. Two Patron insurances only may be stipulated with one current account, one with the owner of the current account and one with the authorised person.

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 contract.

4.2.

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

4.3.

Right of the insurer to require reports on health condition of the insured from medical establishments, where the insured has passed treatment, originates by signing the insurance contract.

4.4.

The information learned by the insurer when ascertaining the health condition may be used for the claim adjustment only.

Article 5 - Termination of the insurance

5.1.

This insurance terminates by:

- death of the insured caused by accident (Article 7)
- expiry of the insurance period (Article 5.2.)
- realising of given conditions (Article 5.3.)
- notice of cancellation (Article 5.4.)
- non-payment of the premium (Article 6)
- refusing the paying the indemnity (9.7.)
- agreement of the contractual parties
- withdrawal of the contract (Sect. 23 of the Insurance Contract Act)

5.2.

By the expiration of the insurance period the insurance is not cancelled, if the policyholder or the insurer wouldn't inform the other party at least 6 weeks before the end of the insurance period, that he/she has no interest on the future lasting of the insurance and if the insurance isn't cancelled by the other reason. The insurance is automatically prolonged for the next insurance year (insurance period).

5.3.

Insurance is also cancelled if one of the following events occurs:

- a) passing the previous day before the anniversary date of the beginning of the insurance (anniversary date of the insurance) in the calendar year in which the insured should reach 74 years;
- b) passing the previous day before the anniversary date of the beginning of the insurance (anniversary date of the insurance) in the insurance year when the current account, to which the insurance is related, was closed;

- c) passing the previous day before the anniversary date of the beginning of the insurance (anniversary date of the insurance) in the insurance year, in which authorization to the current account for the authorized person (as insured) was cancelled,

5.4.

The insurer or the policyholder may terminate the insurance within 2 months after the date of conclusion of the insurance contract. 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.

Article 6 - Premium, its payment and consequences of default

6.1.

The single premium is paid only. Its amount by the chosen option is given in the insurance contract.

6.2.

The single premium is payable at the date of the beginning of the insurance and also at the day of prolongation of the insurance (anniversary day).

6.3.

This insurance can't be suspended even after non-payment of the premium.

6.4.

If the premium is not paid in the time limit specified by the insurer in a reminder to pay the premium, the insurance will terminate without compensation as at the date stipulated in this reminder. The insurer has the right for the premium till the day of insurance termination.

6.5.

Change of the premium

6.5.1.

The insurer has the right for premium changes if the conditions for premium determination have changed. The insurer has the duty to notify the policyholder on eventual change of the premium in written no later than 12 weeks before the anniversary date of the insurance. The changed premium is effective for upcoming insurance years from the following anniversary date of the insurance.

6.5.2.

If the policyholder doesn't agree with changed premium, he/she is obliged to inform about this the insurer within 4 weeks from the date of receiving of this notification. If the policyholder doesn't express his agreement with the changes or doesn't cancel the insurance contract, the insurer will suppose the policyholder disagree with the premium change and the insurance contract will be cancelled as described in the Article 5.2.

Article 7 - Insurance event

7.1.

An insurance event is death of the insured caused by accident, which happens anywhere in the world.

7.2.

In case of death of the insured the insurer pays the insurance indemnity to the appointed person if this person was defined in the insurance contract. If there was no such person defined, the insurer pays the indemnity to the persons specified in Section 51 (2) and (3) of the Insurance Contract Act.

7.3.

The appointed person is obliged to inform the insurer without undue delay that an insurance event occurred. He/she is than obliged to answer truly about the origination and range of the consequences of the event and to produce the necessary documents (Article 7.4.).

7.4.

The appointed person will apply for the insurance indemnity. Documents as follows must be submitted with this request:

- for fast indemnity payment: original of the insurance contract, death certificate, police protocol describing the insurance event or medical certificate proving the death was caused by an accident, eventually other documents;
- for main indemnity payment: original of the insurance contract, death certificate, police protocol describing the insurance event or medical certificate proving the death was caused by an accident, eventually other documents. Furthermore the client's current account statement for the last 12 months must be submitted to the insurer through the KB.

7.5.

For the payment of insurance indemnity, the originals or copies of documents authenticated by a notary must be produced. An authorized

representative of KB or insurer is also entitled to check conformity of a copy with an original.

7.6.

In case of doubt the appointed person is obliged to prove to the insurer that the insurance event happened.

Article 8 – Insurance indemnity

8.1.

The insurance indemnity is equal to sum of the fast indemnity and the main indemnity.

8.2.

Insurance indemnity options

8.2.1.

The amount of fast indemnity is CZK 30,000 for both options.

8.2.2.

The minimum amount of main indemnity payment is CZK 0 for option A and CZK 240,000 for option B.

8.2.3.

The maximum amount of main indemnity payment is CZK 240,000 for option A and CZK 480,000 for option B.

8.3.

In case the sum of insurance indemnities in stipulated Profi Patron insurances at several accounts of one insured person exceeds the amount of CZK 1 440,000, the insurer will pay the insurance indemnity up to the limit of CZK 1 440,000 only and it will be paid out by the ratio of the indemnities of every individual insurance contract.

8.4.

In case the insured dies in 30 days after beginning of the insurance, the insurer will always pay fast indemnity and then main indemnity in the amount as follows (insurance indemnity is always paid maximum up to the above mentioned limits):

- If there is no credit income on the insured's account and appointed person brings the declaration, that on the current account particular amount will be credited within 30 days. E.g. the collectable invoice or collectable performance from the contract or other expected regular income will be considered as this declaration. Than this expected income will be considered as the main indemnity and it will be paid in 12 monthly instalments during 12 months.
- If no credit income was received on the current account and the appointed person doesn't submit any declaration of the expected income, the insurer will pay main indemnity in the minimum level of stipulated option.

8.5.

If the appointed person didn't submit the requested document for payment of the indemnity, the insurer has the right not pay the indemnity.

Article 9 - Exclusions, limitations and insurer's refusal to pay indemnity

9.1.

A person who becomes entitled to indemnity owing to the death of the insured shall not be so entitled should this person have caused the death of the insured by an intentional criminal act and be found guilty thereof in a court of law.

9.2.

The insurer is not obliged to pay out indemnity in relation to insurance events that occur as a consequence of or in connection with military events, civil war, revolt or riots.

9.3.

The insurer is not obliged to pay out indemnity in relation to insurance events that occur during driving of motor vehicles by the insured if the insured is not a holder of the prescribed driving licence.

9.4.

The insurer won't pay for the accidental death which happens

- by insured's participation in racings and competitions or during preparation for them as driver or co-driver of motor vehicles on the land, water or in the air or as a rider on an animal;
- while working as pyrotechnics, professional diver, stuntman or tamer of beasts;
- during danger risk activities, e.g. flying by gliders, sail planes with auxiliary engine, ultra light planes, hang gliding, paragliding, parasailing, ballooning, parachute or falling descent from planes or hills, bungee jumping, ski jumping, ski flying, ski acrobatics, riding the racing sleds, racing ski sleds and racing sledges, ski alpinism, skiing, snowboarding and ski sledding outside the marked routes or inside the marked routes out of operation time, riding snow scooter or ski jets, snow rafting, rafting and canoeing;

- d) during executing of climbing including mountain tourism;
- e) during expeditions to the lands with extreme climatic or natural conditions, to the geographically distant places or wide uninhabited regions (deserts, polar lands, etc.);
- f) during professional sport activities;
- g) during participation in the national or international sport events except of chess event.

9.5.

The insurer won't pay also

- a) for death caused by infection, if it was transmitted by injury;
- b) for suicide, attempt of suicide and for deliberate self damaging.

9.6.

The insurer shall be entitled to reduce the indemnity by up to one half

- a) if the insured's death occurs in connection with his/her actions which indicate that the insured has perpetrated a crime;
- b) if the insured's death occurs 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;
- c) if the insured's death occurs as a consequence of the consumption of alcohol or other addictive or psychotropic substances by the insured person.

9.7.

The insurer is entitled to refuse insurance indemnity if the cause of the insurance event was a circumstance of which the insurer learned after the insurance event and which the insurer could not have discovered at the time the insurance was concluded or changed due to the fact that the written questions of the insurer were answered untruthfully or incompletely by the insured, intentionally or out of negligence, and if the insurer would not have concluded the insurance contract, or would have concluded the insurance contract under different conditions, had the insurer known of the given circumstances. The insurance terminates on the date that notification of refusal to pay insurance indemnity is delivered.

9.8.

The insurer is entitled to refuse insurance indemnity if it is discovered that the beneficiary states deliberately untrue or severely distorted facts related to the scope of the insured event when claiming for the insurance benefits or conceals material facts related to this event. The insurance terminates on the date that notification of refusal to pay insurance indemnity is delivered.

Article 10 - Surrender

No surrender payment is available under this insurance.

Article 11 - Profit sharing

No profit sharing is available under this insurance.

Article 12 - Insured's/Policyholder's personal data processing

12.1.

Personal Data Processing

12.1.

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 insurer by the conclusion of the insurance contract or that the insurer obtained by a different legal way, or that he/she created by processing of data obtained in this way, can process in order to use this personal data within the subject of the enterprise of the insurer. That means 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 by the insurers according to section 27 of the quoted Act. The insurer 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.

The Insured awards the consent, by the conclusion of this contract, even for purposes of obtaining data about his/her health condition, through the contractual physicians of the insurer, in compliance with Section 67b subsection 10 of Act No. 20/1966 Coll., on care for health of people, as amended, to examining and checking death of the insured whether was caused by the accident. He/she authorizes all

doctors, health offices and institutions and health insurance companies to disclose this data to the insurer and authorizes the relevant social security office to provide the information to the insurer. This consent is awarded also for the time after the death of the insured till the expiration of the relevant period of limitation for claiming the rights from the insurance contract and for performance of the obligations arising from the insurance contract including other connected acts.

12.3.

Shared Personal Data Processing

12.3.1.

The insured/policyholder also agrees that his/her Personal Data, excluding the sensitive personal data according to section 4 b of the quoted Act, are processed by the Insurer 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 is voluntary and the insured/policyholder is entitled to withdraw it anytime in relation to any Administrator. Consent withdrawal must be sent to the Insurer in a written form. Personal Data provision is voluntary unless a generally binding legal regulation stipulates otherwise.

12.3.4.

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

12.3.5.

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.

12.3.6.

If the insured/policyholder asks the Insurer 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 insurer 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 insurer. If appropriate he/she is entitled to ask that the Insurer 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.

12.3.

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

- the Administrator – the Insurer, 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 and the Persons controlled by SG;
- 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), Investiční kapitálová společnost KB, a. s., ID 60196769, 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.

Article 13 - Delivering

13.1.

The policyholder is obliged to inform the insurer without undue delay of any change in permanent residential address or corresponding address.

13.2.

All disclosures, announcements and requests related to the insurance must be made in writing in Czech and are effective as of date of delivery thereof to the other contracting party.

13.3.

The contracting parties are obliged to send written documents via a holder of a postal licence to an address agreed in advance or to the last known address of the other contracting party. Written documents intended for the policyholder, the insured or beneficiary may be given to these persons directly by the insurer via the insurer's employee or other person authorized by the insurer.

13.4.

If the addressee of a written document is not present at the time of delivery and if this addressee fails to collect a written document stored at the postal licence holder within the set delivery period (15 days), the last day of this period shall be considered the date the written document was delivered to the addressee, even if the addressee did not learn of such poste restante.

13.5.

If the addressee refuses to take receipt of a written document, this document shall be considered delivered on the date on which such receipt was refused.

13.6.

If the addressee does not dwell at the place of delivery and the addressee fails to inform this fact to the insurer, the written document is considered delivered on the date on which the consignment was sent back to the insurer as non-deliverable.

Article 14 - Corresponding address

The mailing address is Komerční pojišťovna, a. s., Palackého 53, 586 01 Jihlava or the relevant Komerční banka branch which is the main contact place for any subject connected with the insurance.

Article 15 - Settlement of disputes

In the event of a dispute, it is possible to contact Komerční pojišťovna, a. s., Customer Service, Karolinská 1/650, 186 00 Praha 8, or the Ministry of Finance of the Czech Republic.

Article 16 - Change of the insurance conditions

16.1.

Insurer is entitled to unilateral change of these insurance conditions. In case of insurance conditions change the insurer is obliged to inform policyholder 12 weeks before the anniversary date of beginning of the insurance at least. The changed insurance conditions are valid for the next insurance years following the next anniversary date of beginning of the insurance.

16.2.

In case of agreement with the new insurance conditions the policyholder is obliged to inform the insurer in the period of 4 weeks from receiving this announcement. In case the policyholder doesn't give the agreement nor don't cancel the contract in this period, the insurer considers that policyholder doesn't agree with the new insurance conditions and it doesn't renew the insurance contract according to the Article 5.2.

Information duty according to the Section 66 of the Insurance Contract Act

A. Taxes

In the event of the death of the insured the insurance indemnity isn't the subject of the income tax (Section 4, Subsection 1, point I of Income Tax Act).

B.

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