

**PART I – GENERAL RULES****Article 1 – Basic provisions****1.1.**

This private insurance for case of death and maturity stipulated by 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 CR courts of law are relevant.

**1.4.**

The Czech language is communication language.

**1.5.**

All payments and amounts in connection with the insurance are paid in the CR territory and in the currency valid in the CR territory.

**Article 2 - Definitions**

The following terms are defined for these insurance conditions:

- a) **periodic premium** – regularly paid due premium stipulated in the insurance contract
- b) **total sum insured at maturity** – an amount given in the insurance contract. This amount is calculated as aggregate of the face amount and expected future periodic life premium payments from the end of the saving periods till the end of the insurance.
- c) **single premium** – due premium set for the whole insurance period
- d) **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
- e) **due premium** – the periodic premium specified for the insurance term or the single premium specified for the whole insurance period
- f) **appointed person** – a person who can be given by the policyholder with the insured's agreement and who has the right to the insurance indemnity in case of insured's death. If there is no appointed person specified, the insurance company pays the indemnity to the persons specified in the Insurance Contract Act.
- g) **insurance of the agreed sum** – insurance in which, in case of an insured event, the agreed financial amount is paid out by the insurance company
- h) **beneficiary** – a person who due to the insurance event has the right to the insurance indemnity
- i) **benefit from the insurance** – any amount paid out by the insurance company, i.e. in case of the insurance event insurance indemnity, in case of the partial withdrawal the partial surrender or in case of surrender total surrender
- j) **insurance period** – period for which the insurance was concluded
- k) **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.
- l) **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)
- m) **premium** – price for the insurance
- n) **insurance term** – time period agreed in the insurance contract for which the each individual periodical premium is paid (e.g. month in case of monthly frequency of payment)
- o) **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.
- p) **insured** – person to whose life or health the insurance applies
- q) **professional sportsman** – a sportsman who is receiving the income from the practicing the sport activities (both as an employment and self-employment)
- r) **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.

- s) **accident premium** – part of the due premium related to the accident rider
- t) **age at death** – the real age of the insured at the moment of his/her death
- u) **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.
- v) **anniversary date in month** – day with the same day number as the day 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.
- w) **face amount** – it is amount calculated for the period of 5 years (hereinafter "the saving period"), which takes into the account the expected or paid life premium, its valorisation and possible paid out partial withdrawals in this period. At the beginning of the new saving period a new face amount for this saving period or the remaining period to the end of the insurance contract, if it is shorter than 5 years, respectively will be set. In this new face amount the value of the contract at the end of the previous saving period, the expected future life premium payments and the new technical interest rate will be taken into account.
- x) **life premium** – part of the due premium related to the life insurance

**PART II – COMMON ARTICLES OF THE INSURANCE CONTRACT****Article 3 - Insurance contract inception and its changes****3.1.**

The insurance shall become effective at 00.00 a.m. on the day stipulated as the insurance beginning date in the insurance contract.

**3.2.**

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

**3.3.**

If the contractual parties agree on a change in the scope of already concluded insurance, the insurance company pays from the insurance events which happen after given date, but no earlier than 00:00 of the day following the day of agreement with the change.

**Article 4 – Ascertain of the health state****4.1.**

Subscription to the insurance contract establishes the insurance company's right to demand reports about the insured's state of health from medical establishments where the insured is being treated or has been treated. The insurance company may demand that the insured undergo a medical check-up or examination by a doctor designated by the insurance company. The right to ascertain and investigate the state of health of the insured is established on conclusion, change and duration of the accident rider and during the settlement of an insurance event arising from the insurance.

**4.2.**

Information learned by the insurance company when ascertaining the state of health of the insured may be used solely for the insurance company's own requirements, otherwise solely with the insured's consent.

**Article 5 - Termination of the insurance contract****5.1.**

This insurance contract terminates by:

- notice of cancellation (Article 5.2. and Article 5.3.);
- repudiation of the insurance contract (Article 5.4.);
- decreasing the contract value below the given limit (Article 16.2. and Article 18.4.)
- the termination of the life insurance (Article 19);
- death of the insured.
- agreement of the contractual parties.

**5.2.**

Cancellation within 2 months from the contract stipulation

**5.2.1.**

The insurance company or policyholder can cancel the insurance contract within 2 months from the contract stipulation.

**5.2.2.**

In case the notice of cancellation is given by the policyholder, all insurances are terminated by expiring the eight-day period after delivering of this notice to the insurance company. The insurance company has the right for the accident premium till the insurance expiry date, remaining part of the paid due premium belongs to the policyholder.

**5.2.3.**

In case the notice of cancellation is given by the insurance company, all insurances are terminated by expiring the eight-day period after delivering of this notice to the policyholder. The insurance company has no more right for the premium and it will pay back every already paid premium. In case there is an insurance event from the accident rider, the insurance company has the right for the accident premium to the insurance expiry.

**5.3.**

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 17.

**5.4.**

Repudiation of the contract

**5.4.1.**

If the policyholder or insured provides during the negotiation of the insurance contract untrue or incomplete answers to the insurance company's written questions concerning the insurance to be concluded, the insurance company shall be entitled to repudiate the insurance contract. The insurance company may exercise this right within two months of the date that it learned of such facts, otherwise this right shall expire. This shall apply also in the case of an amendment to the insurance contract.

**5.4.2.**

The policyholder also has the above-mentioned entitlement to repudiate the insurance contract under the same conditions if the untrue or incomplete answers to his/her written questions concerning the insurances to be concluded were provided by the insurance company.

**5.4.3.**

In case of repudiation of the contract the contract is cancelled since the beginning. All contractual parties have the right for pay back all payments already made. In case of insurance company's repudiation it has right for all costs incurred in connection with the inception and administration of the insurance.

**Article 6 - Premium, way of payment****6.1.**

Premium can be paid periodically (monthly, quarterly, semi-annually, annually), single or extra.

**6.2.**

Policyholder is obliged to pay the premium by no cash to the account given by the insurance company in the stipulated amount, by the stipulated way, right and on time and with the correctly written payment symbols. The premium can't be paid from the account outside the CR.

**6.3.**

The payment of the concluded periodic or single premium will be paid with the specific symbol 1171171171, the variable symbol is the contract number.

**6.4.**

In case the single premium is not paid and the extra premium will be paid to the contract, this payment will be used by the insurance company to cover the debt on the single premium. After balancing the single premium the every following payment is recognized as the extra premium.

**6.5.**

The periodic premium shall be payable on the first day of the given insurance term and the single premium on the date of inception of the insurance.

**6.6.**

The minimal amount of the periodic life premium is CZK 500 monthly, CZK 1,500 quarterly, CZK 3,000 semi-annually and CZK 5,000 annually. Minimal amount of the single life premium is CZK 50,000.

**6.7.**

The insurance company has the right to count against the insurance indemnity the debt on the premium and other debts to the beneficiary.

**6.7.**

The insurance company is entitled, based on the written announcement, to change the bank account and/or payment symbols for the premium payments. The change is valid from the date of delivery unless there is no written that this change is valid later. The change is valid permanently unless there is no other information in this announcement.

**6.8.**

The insurance company has the right to count the receivables to the policyholder against the partial withdrawal payment, surrender payment or other payment to the policyholder.

**6.9.**

The contractual parties stipulated that the insurance company shall use paid premiums in the order in which such premiums were paid to cover the insurance company's receivables related to premiums in the order in which such receivables occurred.

**6.10.**

The premium payment date is the date in which the whole due premium was credited to the insurance company's account.

**Article 7 - Insurance event****7.1.**

The insurance event is defined separately for each concluded insurance or rider. The same event can generate several insurance events in concurrence.

**7.2.**

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 insured's death the death certificate or other document proving this event. 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.

**7.3.**

Documents proving the insurance event have to be submitted by the beneficiary in the original form or in the certified copy. The insurance company or the responsible employee of Komerční banka, a. s., (hereinafter referred as to "KB") 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.

**7.4.**

The beneficiary is obliged to collect on his/her own costs the medical documentation requested by the insurance company if he/she will be asked for.

**Article 8 - Exclusions, limitations and rejection of the indemnity payment by the insurance company**

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.

**Article 9 – Profit sharing****9.1.**

The insurance company decides about the profit sharing rate and about attributing of the profit sharing.

**9.2.**

The profit sharing is calculated from the contract value (with respect of its average values during the calendar year) and it is calculated and attributed generally annually.

**9.3.**

The insurance company will use the attributed profit sharing to increase the face amount and total sum insured at maturity.

**PART III – LIFE INSURANCE****Article 10 - Insured risks**

The insurance contract always consists of the life insurance of the agreed sum of the person (hereinafter referred as to "life insurance"). In this insurance the coverage of the death or maturity is stipulated.

**Article 11 – Life premium**

Each paid periodic, single or extra premium is deducted by the payment fees in amount of 4 % of the life premium. Remaining part will be used by the insurance company for increasing the contract value.

**Article 12 – Extra premium****12.1.**

The policyholder can pay anytime and repeatedly additional extra premiums. The extra premium payment will be paid with the specific symbol equals the contract number and generally without specific symbol, if the insurance company won't set it differently in specific cases.

**12.2.**

Based on the paid extra premium the insurance company will increase the face amount and the total sum insured.

**12.3.**

Paying the extra premium has no impact on the duty of the policyholder to pay the periodic or single premium.

**12.4.**

The extra premium payment can't be used to settle the obligations from the periodic premiums without the policyholder's order.

**Article 13 – Insurance event**

The insurance event from the life insurance is:

- death of the insured during insurance duration;
- maturity/survival of the insured up to 24:00 p. m. of the day that is specified in the insurance contract as the end of insurance.

**Article 14 – Insurance indemnity**
**14.1.**

Indemnity in case of death of the insured

**14.1.1.**

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

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

**14.1.2.**

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

age at death	increasing coefficient
till 49 years	10.0 %
50 – 59 years	5.0 %
60 – 69 years	2,5 %
from 70 years	0.0 %

**14.1.3.**

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 14.1.2. 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.

**14.1.4.**

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

**14.2.**

Indemnity in case of survival of the insured

**14.2.1.**

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.

**14.2.2.**

Paid insurance indemnity can be lowered by the tax as defined in the Income Tax Act.

**14.3.**

Ways of payment of the indemnity

**14.3.1.**

By the beneficiary's written request the payment can be performed in one of the following ways:

- a) a lump-sum payment;
- b) the payment of a lifetime monthly annuity (paid until the death of the beneficiary);
- c) the payment of a lifetime annuity guaranteed for a certain period (paid until the death of the beneficiary, for at least a guaranteed minimum number of years);
- d) the payment of a pecuniary annuity (payments of an agreed amount or for an agreed period);
- e) a combination of a lump-sum payment and the payment of one of the above annuities.

**14.3.2.**

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.

**14.3.3.**

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 300. 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 15 – Exclusions, limitations and rejection of the indemnity payment from the life insurance**
**15.1.**

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

**15.2.**

The insurance company is authorised to reduce the increase in case of death 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 in relation with the consumption of alcohol or other addictive or psychotropic substances by the insured;
- d) 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 16 – Partial withdrawal**
**16.1.**

The policyholder may at any time after two months of the life insurance duration request the partial (extra) withdrawal amounting CZK 1,000 at least.

**16.2.**

If the required payment of the partial withdrawal will be in the amount of 90 % of the contract value, at most, and the contract value after withdrawal won't be lower than CZK 5,000, the insurance company will pay out the required amount. The insurance company will decrease the face amount and total sum insured and the insurance will stay effective. In case the required payment will be higher than 90 % of the contract value or if contract value after withdrawal will be lower than CZK 5,000, the insurance company will pay the surrender as described in the Article 17.

**16.3.**

If the insured is not as same person as the policyholder it is considered that he/she agrees with the policyholder's partial withdrawals during contract duration.

**16.4.**

Paid partial withdrawal can be lowered by the tax as defined in the Income Tax Act.

**Article 17 – Surrender**
**17.1.**

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

**17.2.**

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	95 % of the contract value
2 <sup>nd</sup> year	96 % of the contract value
3 <sup>rd</sup> year	97 % of the contract value
4 <sup>th</sup> year	98 % of the contract value
5 <sup>th</sup> year and more	100 % of the contract value

The insurance company doesn't credit the profit sharing for the calendar year in which the surrender payment occurs.

**17.3.**

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

**17.4.**

Paid surrender can be lowered by the tax as defined in the Income Tax Act.

## Article 18 – Consequences of the premium non-payment

### 18.1.

Due to the life premium non-payment in the due dates the life insurance is not suspended.

### 18.2.

If both of the following conditions are fulfilled:

- the contract value as of the given effective date is not lower than CZK 5,000;
  - the policyholder didn't paid some of the periodic life premium or single life premium respectively, in its full amount as of the due date nor in the period given in the reminder for premium payment,
- the insurance will be transformed to the insurance with reduced sum insured (insurance in paid-up status) without the policyholder's duty to pay the periodic life premium. The date of the effectiveness is the following date after date given in the reminder for premium payment by the insurance company.

### 18.3.

Insurance company's right for the still not paid life premium is terminated by this day. Every following payment is recognized as the extra premium.

### 18.4.

The insurance won't be transformed to the paid-up status but will be cancelled due to low value, if the contract value is lower than CZK 5,000. The termination day is the following date after date given in the reminder the insurance. The policyholder has the right for the settlement in amount of surrender as defined in the Article 17.

## Article 19 - Termination or prolongation of the insurance period of the life insurance

### 19.1.

The life insurance, beyond the cases mentioned in the Article 5., is also terminated by:

- expiry of the 24:00 p. m. of the day that is specified in the insurance contract as the end of insurance, if there is no prolongation;
- expiry of the 24:00 p. m. of the day before the anniversary date following the 99<sup>th</sup> birthday date of the insured.

### 19.2.

The life 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. If the life insurance was single paid or it was the insurance in paid-up status, in the prolonged life insurance there is no more obligation of the policyholder to pay the life premium.

## PART IV – ACCIDENT RIDER

### Article 20 – Insured risks and options

#### 20.1.

It is possible to stipulate the non-life insurance with the agreed sum for case of the accident (hereinafter referred to "accident rider").

Following risks are included in the accident rider:

- death by accident;
- permanent consequences by accident;
- injury by accident.

#### 20.2.

The beginning of the lately stipulated accident rider must be as of:

- the due date of the periodic premium;
  - the anniversary date in month of the single premium
- but no late than the next anniversary date following the 69<sup>th</sup> birthday date of the insured.

#### 20.3.

This accident rider covers any accident of the insured which happen during the accident rider duration.

#### 20.4.

Sums insured for the each insured risks are fixed to each other. Basic sum insured for the each insured risks are:

death by accident	CZK 100,000
permanent consequences by accident	CZK 100,000
injury by accident	CZK 10,000

#### 20.5.

It is possible to stipulate only the multiplication enabled by the insurance company.

#### 20.6.

There is no surrender in the accident rider.

## Article 21 – Termination of the accident rider

### 21.1.

Accident rider, beyond the cases mentioned in the Article 5, is also terminated by:

- expiry of the 23:59 p. m. of the day that is specified in the insurance contract as the end of insurance, if there is no prolongation (Article 21.2.);
- expiry of the 23:59 p. m. of the day before the anniversary date following the 70<sup>th</sup> birthday date of the insured;
- notice of cancellation (Article 21.3.);
- repudiation of the part of the insurance contract related to the accident rider (Article 21.4.);
- refusal to pay out the insurance indemnity (Article 25.);
- due to non-payment of the premium (Article 26.3.)
- agreement;
- withdrawal of the consent to sensitive personal data processing.

### 21.2.

The periodically paid accident rider 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 this rider.

### 21.3.

Notice of cancellation

#### 21.3.1.

The insurance company or the policyholder may cancel the accident rider within 3 months after the date of delivery of an advice of an insured event. A 1-month 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.

#### 21.3.2.

The insurance company or the policyholder may cancel the accident rider anytime as of the end of the insurance term; the notice of cancellation must be received at least 6 weeks before the end of the insurance term.

### 21.4.

Repudiation of the part of the insurance contract related to the rider

#### 21.4.1.

In case the written questions of the insurance company or the policyholder concerns only rider, both contractual parties have the right to repudiate the part of the contract concerning this rider. This right arises under the same conditions as set in Articles 5.4.1. or 5.4.2.

#### 21.4.2.

If the insured during the rider duration or claims handling of the rider does not enable, refuses or in any way disallows the insurance company to examine or check his/her health condition, the insurance company is authorized to repudiate the part of the contract concerning the rider. The effect of repudiation is as of the day of delivery of the repudiation to the policyholder.

## Article 22 – Accident premium

### 22.1.

The accident premium is set up by the insurance company by the chosen multiply of the basic sums insured including the insured risks and expected rider duration.

### 22.2.

The insurance company has the right for the accident premium for the rider duration, if it is not mentioned otherwise in these insurance conditions.

### 22.3.

In case of the contract termination as a consequence of the life insurance surrender, when the accident rider is cancelled also, the insurance company has the right for the accident premium to the day before the next anniversary date in month following the day in which the insurance contract was terminated.

### 22.4.

In case of the termination only of the accident rider the due premium remains the same and it is considered as the life premium.

## Article 23 – Insurance event in the accident rider

### 23.1.

The insurance event is:

- insured's death by the accident till one year after the accident;
- insured's permanent consequences by the accident;
- insured's injury by the accident

### 23.2.

The beneficiary is obliged to inform the insurance company without undue delay that an insurance event occurred and he/she is also obliged to produce among others the necessary documents:

- a) in case of the death by accident: medical confirmation the death was caused by accident or in case of police investigation of the death circumstances the police protocol describing the insured event, eventually another documents;
- b) in case of the permanent consequences by the accident or in case of the injury by accident: the insurance company's form containing the medical confirmation about the accident and describing the scope of the impact on the insured's health.

#### **Article 24 – Insurance indemnity in the accident rider**

##### **24.1.**

The level of the indemnity payment of the permanent consequences and the injury is set by the insurance company and it is regulated by the rules given in the Articles 24.3. and 24.4., by the Classification of the indemnities of the permanent consequences by accident and also by the Classification of the indemnities of the injuries by accident issued by the Komerční pojišťovna, a. s., (hereinafter referred as "Classification"). The insured has the right to look into the Classification in the insurance company's seat. The Classification can be filled and changed in dependency of the medical science and practice development.

##### **24.2.**

Indemnity for the death caused by accident

- a) In case of the death of the insured by the accident the insurance company will pay by the lump-sum way the stipulated sum insured of the death by accident to the appointed person.
- b) In case the death of the insured was caused by accident and the insurance company paid for the permanent consequences of this accident, the insurance company will pay only the difference between the sum insured of the death by accident and the amount already paid.

##### **24.3.**

Indemnity for the permanent consequences by accident

- a) In case the accident causes permanent consequences to the insured, the insurance company shall pay out to the insured by lump-sum way the indemnity in the amount of the percentage share of the sum insured that, for individual harms, according to the Classification, corresponds with the extent of permanent consequences after their stabilization. In case that they are not stabilized within three years after the accident, according to the percentage share that corresponds with the situation at the end of this period. In case the Classification gives a percentage range, the amount of the benefit is determined in such way that within the given percentage range it corresponds with the type and extent of the harm caused by the accident. The amount of the indemnity is given by the insurance company based on a medical report about the results of the examination by the assessment physician of the insured. The examination to the ascertainment of the permanent consequences is ensured by the insurance company at its own costs. The insurance company doesn't pay the costs for transport of the insured from the foreign country to the CR.
- b) In case one accident causes several permanent consequences to the insured, the total permanent consequences are the total amount of the percentages for individual consequences, however, 100 % of the sum insured at the most.
- c) In case the individual consequences of the accident after one or more accidents relate to one limb, organ or their parts, the insurance company assesses that as a whole, at the maximum, by the percentage given in the Classification for anatomic or functional loss of the relevant limb, organ or their part.
- d) In case the permanent consequences relate to a part of the body or organ that were harmed already before the accident, the insurance company shall lower the indemnity by the percentage corresponding to the extent of the previous harm, given by the Classification.

##### **24.4.**

Indemnity for the injury by accident

- a) In case the insured sustains an accident, the insurance company shall pay out to the insured by lump-sum way the insurance indemnity in the amount of a percentage share out of the sum insured given according to the Classification for the relevant injury.
- b) In case the insured had several injuries caused by one accident, the amount of the indemnity is given by the total amount of percentages for each injury, however, 100 % of the sum insured at the most.

##### **24.5.**

If the insured dies before the payment of the insurance indemnity of the permanent consequences or of the injury, however, not because of the after-effects of this accident, the insurance indemnity became the part of the legacy.

#### **Article 25 – Exclusions, limitations and rejection of the paying the indemnity in the accident rider**

##### **25.1.**

The insurance company not pays for the events which happen

- a) 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;
- b) while working as pyrotechnics, stuntman or tamer of beasts;
- c) during danger risk activities, e.g. diving with the aqualung, 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 high-mountain tourism, i.e. hiking or ascending/climbing in a 1 UIAA degree of difficulty terrain (hands are needed to maintain balance) including ascents on pistes secured in advance, hiking in a mountain terrain outside the approved hiking pistes and hiking in a glacial terrain; at places with the altitude of more than 3,000 m above sea level also movement in a terrain of a lower degree of difficulty;
- 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 and preparation for them;
- g) during participation on the organised sport events and preparation for them except of chess event;
- h) in relation of terrorists attacks (i.e. violence motivated by political, social, religious or ideological reasons).

##### **25.2.**

The insurance event is not or the insurance events are not:

- a) the occurrence and setback of celosomia, tumors of all kinds and origin, varicose ulcer, diabetic gangrene, aseptic inflammation of sheat tendos, muscular tentacles, bursae, epicondylites, prolapse of intervertebral plate, sudden vertebral syndrome, sudden vascular stroke and retinae amocoe; and it means even though they were started by accident;
- b) mental disorders, even though they were caused by accident;
- c) collapses, epileptic fit or other fits and convulsions that attack the whole body in case they did not happen exclusively due to the accident;
- d) infectious diseases, even though they were transmitted by an injury;
- e) work injuries and vocational disease if they are not defined as in the Article 2 of these insurance conditions;
- f) consequences of diagnostic, medical and preventive interventions that were not carried out in order to cure the accident consequences;
- g) the disease gets worse or occurs due to the accident;
- h) cardiac infarcts or strokes or apoplectic strokes;
- i) suicides and attempted suicides or intentional self-infliction.

##### **25.3.**

The insurance company is not obliged to pay insurance indemnity from the accident rider in relation of driving of motor vehicles by the insured if the insured is not a holder of the prescribed driving licence at the moment of the insurance event.

##### **25.4.**

The insurance company is not obliged to pay out indemnity in relation to insurance events from the accident rider that occur as a consequence of or in connection with military events, civil war, revolt or riots or international peace mission.

##### **25.5.**

The insurance company shall be entitled to reduce the indemnity from the accident rider by up to one half

- a) if the insured's accident occurs in connection with his/her actions which indicate that the insured has perpetrated a crime;
- b) if the insured's accident 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 accident occurs in relation with the consumption of alcohol or other addictive or psychotropic substances by the insured;
- d) if the insured denies the state or municipal policeman request by the special law regulation to pass the medical examination or breath test to find out if he/she is influenced by the alcohol or other addictive substances;
- e) if the insurance company ascertains that the appointed person provided other information about the occurrence of the insured event

that that were ascertained by the insurance company, or that the appointed person concealed such information.

**25.6.**

The insurance company is entitled to refuse insurance indemnity from the accident rider if the cause of the insurance event was a circumstance of which the insurance company learned after the insurance event and which the insurance company could not have discovered at the time the accident rider was concluded or changed due to the fact that the written questions of the insurance company were answered untruthfully or incompletely by the insured and if the insurance company would not have concluded the accident rider, or would have concluded the accident rider under different conditions, had the insurance company known of the given circumstances. The accident rider terminates on the date that notification of refusal to pay insurance indemnity from the accident rider is delivered and the insurance company has the right for the accident premium to the day before the next anniversary date in month following the day in which the rider was terminated.

**25.7.**

In case of the concurrence of the more accident insurances/riders concluded the insurance company with the same insured, the insurance company is entitled to decrease the insurance indemnity from the accident rider in such way the total indemnity paid out from every concurrent accident insurance/rider (of the same reason/event) is maximally ten times of the basic sums insured. In case the paid indemnity from the others concurrent accident insurances/riders is above the ten times of the basic sums insured the insurance company is entitled to refuse the indemnity from this concrete accident insurance/rider.

**Article 26 – Consequences of the premium non-payment in the rider****26.1.**

If the accident premium is not paid in the 2 months time limit after its due, the accident rider is suspended. During suspension time there is no obligation of the policyholder to pay the accident premium and also there is no obligation of the insurance company to provide the benefit from the events which occur during the accident rider suspension and which should be the insurance events.

**26.2.**

In case the policyholder will pay the debt on the accident premium in the period given by the insurance company in the reminder for premium payment, the suspension of the accident rider is cancelled by this payment. The insurance company has the right for the accident premium for the whole period as there was no accident rider suspension.

**26.3.**

In case the policyholder won't pay the debt on the accident premium in the period given by the insurance company in the reminder for premium payment, the following date given in the reminder the accident rider will be terminated.

**26.4.**

The insurance company has the right to pay the debt on accident premium from the contract value.

**PART V – FINAL PROVISIONS****Article 27 – Insured's/Policyholder's personal data processing****27.1.**

Personal data processing connecting with the insurance contract

**27.1.1.**

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 by 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.

**27.1.2.**

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.

**27.2.**

Sensitive personal data processing consent connected with the insurance contract

**27.2.1.**

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.

**27.2.2.**

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.

**27.2.3.**

The granting the agreement mentioned in the Article 27.2.2. 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.

**27.3.**

Shared personal data processing

**27.3.1.**

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.

**27.3.2.**

The consent of the insured/policyholder, according to Article 27.3.1. 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.

**27.3.3.**

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.

**27.4.**

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

**27.5.**

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.

#### 27.6.

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.

#### 27.7.

For the purpose of the Article 27, the following is understood:

- the Administrator – the insurance company, Soci t  G n rale 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 Investičn  kapit lov  spolenost 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 Komern  banka, a. s., ID 45317054 (the Bank), Modr  pyramida stavebn  spořitelna, a. s., ID 60192852, Penzijn  fond Komern  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 insured/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 28 – 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 KB branch or sent to the Komern  pojiřtovna, a. s., Palack ho 53, 586 01 Jihlava.

#### Article 29 – Delivering to the client's side

##### 29.1.

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.

##### 29.2.

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 proved sending of the document to the corresponding address although the recipient didn't know about delivery.

##### 29.3.

The written document of the insurance company sent to the addressee by the registered post is considered as delivered, if this is not delivering by below written paragraphs, on the eight day after the proved sending of the document.

##### 29.4.

The written document of the insurance company sent to the addressee by the registered post with confirmation of delivery is considered as delivered, if this is not delivering by below written paragraphs, on the date of receiving which is written on the confirmation.

##### 29.5.

In case the addressee refuses to accept the written document, this document is considered as delivered on the date the addressee refused the document.

##### 29.6.

If the addressee of the written document of the insurance company wasn't reached and if he/she didn't collect the written document which was laid at the post, the document is considered as delivered the last day of the laid period. This is applied also in case the addressee didn't know that the written document was laid there. If this date is Saturday, Sunday or some state holiday, the last day of this period is the first following working day after that day.

##### 29.7.

The written document of the insurance company sent to the addressee by the post is considered as delivered the day of returning, if the document is undeliverable due other reasons

#### Article 30 – Settlement of disputes

In the event of a dispute, it is possible to contact Komern  pojiřtovna, a. s., Client's Service, Karolinsk  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) 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.
- b) Only the periodic life premium or extra life 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.
- c) 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:

- a) in case of maturity – 15 % of the benefit from the insurance deducted by the paid gross premium (Section 36, subsection 2, letter n) of the Income Tax Act)
- b) in case of an partial withdrawal – 15 % of the benefit from the insurance deducted by the paid gross premium paid by the taxpayer (policyholder) (Section 36, subsection 2, letter n) of the Income Tax Act)

- c) in case of surrender – 15 % of the benefit from the insurance deducted by the paid gross 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)
- d) 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.

For information only