

**INSURANCE CONDITIONS
OF ACCIDENTAL INSURANCE PATRON**
of 01/05/2004**Article 1****Introduction**

1. This accident insurance is regulated by the Act 40/1964, Coll., Civil Code, these Insurance Conditions of Accidental Insurance Patron of 01/05/2004 (hereinafter "ICAIP"), collective insurance contract Patron (hereinafter "Contract") subscribed by the Komerční pojišťovna, a. s., (hereinafter "Insurer") and Komerční banka, a. s. (hereinafter "Policyholder") and Application form stipulated between the insured, insurer and Komerční banka, a. s. (hereinafter "Application").
2. This accident insurance has to be stipulated with a physical person - citizen, holder of a CZK current account with Komerční banka, a. s., (hereinafter "KB") or with a person authorised to dispose of capital at the account of KB client according to specimen. The insurance indemnity is paid in CZK only and on the Czech Republic territory only. Two Patron insurance policies only may be stipulated with one current account, with holder of the account and the person authorised to dispose of capital at the account of KB client according to specimen.
3. Territorial validity of the insurance is not limited.
4. Patron may be sold mainly at KB branches and by phone through KB Call Center.

Article 2**Definitions**

- **policyholder** – KB, which pays the premium to the insurer
- **insured** – physical person according to Article 1, par. 2 of these ICAIP, who is a contractual part of effective Application and who is 18 years at least and 65 years maximum at the moment of signature of the Application
- **price for admission into insurance** – fee for insurance coverage paid by insured to policyholder, which is equal to the value of premium
- **current account** – account opened with KB, which is specified in the Application. In case of transfer of the account to another KB branch, the insurance will remain.
- **authorised person** – person authorised by holder of the account to dispose of capital at the holder's current account according to specimen related to the relevant current account.
- **beneficiary** - one or more persons who is entitled to receive the insurance indemnity. The person is set up in time of coming into the insurance by the insured, it may be (repeatedly) changed by the insured in written during duration of the Application.
- **beginning of the insurance cover** - the insurance cover starts from the effective moment of the Application
- **insurance event - the insurance event is accidental death of the insured no later than one year after accident**
- **accident** – it means unexpected and sudden impact of external forces or unexpected and continuous and independent on the insured's will 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. Following events independent on the will of the insured are considered accident – drowning of the insured and death caused by lightning (thunderbolt). Heart attack or brain disease is not considered accidents. The accident may take place anywhere in the world (i.e. validity is not limited on the territory of the Czech Republic)
- **credit income (credit payments)** - regular payments coming to the insured's current account since the beginning of the insurance cover. Items as follows only are included into the credit payments :
 - a) salary (any regular income from the employer)
 - b) regular incoming payments of self-employeds
 - c) retirement or other type of state pension or pension paid by a pension fund
 - d) annuity paid from a life insurance
 - e) rents (i.e. rents from flat or other real estate)
 - f) state social benefits (unemployment, etc.)

- **fast indemnity** - fix lump-sum amount which will be paid to the beneficiary in 48 hours after receiving all necessary documents (Article 9 of these ICAIP)
- **main indemnity** - the amount of 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 Patron insurance, the average monthly credit income is calculated from this shorter period. This amount is paid to beneficiary in 12 monthly instalments within 12 months. Two options (1 or 2) with minimum and maximum sum of insurance indemnity may be stipulated.

Article 3**Cancellation**

Contractual parties may cancel Application 2 weeks before the anniversary date of insurance (Application) at least which will be in force according to Article 8 of these ICAIP.

Article 4**Insurance indemnity**

The insurance indemnity is equal to sum of fast indemnity and main indemnity. The amount of fast indemnity is CZK 20,000 for both options. The minimum amount of main indemnity is CZK 0 for option 1 and CZK 120,001 for option 2. The maximum amount of main indemnity is CZK 120,000 for option 1 and CZK 240,000 for option 2.

Article 5**Maximum insurance indemnity**

In case the sum of insurance indemnity in stipulated Patron insurance policies at several accounts of one insured person exceeds the amount of CZK 720,000, the insurer will pay the insurance indemnity up to the limit of CZK 720,000 only and it will be paid out by the ratio by every individual Application.

Article 6**Price for admission into insurance**

1. The insured is obliged to pay to the policy holder the price for admission into insurance for the first insurance year on the day of stipulating of the Application, otherwise the Application will not become effective and will expire. The next price for admission into insurance is paid by the anniversary date of the Application.
2. The insurer has the right for premium changes. Price for admission into insurance changes automatically with changes of premium, in the same extent and amount. The insurer has the duty to inform the insured on eventual change of sum of the price for admission into insurance in written no later than 4 weeks before the anniversary date of the Application. The premium changed, i.e. price for admission into insurance, is effective for upcoming insurance years from the following anniversary date of the Application.
3. The insurer is entitled to reduce unpaid price for admission into insurance from the indemnity.

Article 7**Shorter periods of duration**

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):

- a) if there is no credit income on the insured's account and beneficiary brings the declaration about salary from the insured's employer, collectable invoice of the self-employeds or declaration about payments from other institutions – employment office or other documents proving expected income which should have been received on the current account, this expected income will be considered the main indemnity and will be paid 12 times in 12 instalments,
- b) if no credit income was received on the current account and the beneficiary doesn't submit any declaration of income, the insurer will pay main indemnity in the minimum level of stipulated option.

Article 8**End of the insurance cover**

Apart from different subscribed cases, the insurance cover will end when any of the next situations occur:

- a) death of the insured,
- b) passing the previous day before the anniversary date of the insurance (anniversary date of the Application) in the calendar year in which the insured should reach 74 years,
- c) passing the previous day before the anniversary date of the insurance in the insurance year when the current account, to which the insurance is related, was closed
- d) passing the previous day before the anniversary date of the insurance in the insurance year, in which authorization to the current account for the authorized person (as insured) was cancelled,
- e) passing the previous day before the anniversary date of the insurance in the insurance year, in which the insured, policy holder or insurer cancels the Application,
- f) passing the previous day before the anniversary date of the insurance in the insurance year, in which the Contract was cancelled, on which the insured will be informed,
- g) passing 3 months after anniversary date of the insurance, when the full amount of the price for admission into the insurance should have been paid but it has not been done.

Effectivity of the Application expires together with the insurance cover.

Article 9**Notification of the insurance event**

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

- a) For fast indemnity: original of Application, death certificate, police protocol describing the insurance event or medical certificate proving the death was caused by an accident or other document.
- b) For main indemnity: original of Application, death certificate, police protocol describing the insurance event or medical certificate proving the death was caused by an accident, event, other documents. Furthermore, the policy holder must submit to the insurer the client's current account statement for the last 12 months.

Original or certified copy of the documents is requested to pay out the insurance indemnity.

Article 10**Exclusions of the insurance indemnity**

1. The insurer won't pay for the accidental death which happens
 - 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, professional diver, stuntman or tamer of beasts,
 - c) 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 canoying,
 - 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.

2. The insurer doesn'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,
 - c) for accidental death due to or in connection with war, civil war or terrorist attack or due insured's active participation in the civil unrests or citizen's violence,
 - d) for accidental death that occurs during driving motor vehicles, if the insured is not holder of a requested driving licence.

Article 11**Health condition**

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

Article 12**Insurer's Indemnity Limitations**

1. The insurer is authorised to reduce up to a half indemnity if the insured dies in connections with such acting, by which he/she caused serious injury or death of another person or by which he/she violated grossly an important social interest
2. The insurer may reduce up to a half indemnity if accidental death of the insured was caused due to consumption of spirits or addictive drugs.
3. The insurer may reduce more than half indemnity if acting of the insured (par. 1) was wilful or very dangerous for society and circumstances of the case give reasons for it.

Person, who should be entitled to receive the insurance indemnity due to death of the insured, is not entitled if he/she caused death of the insured by deliberate crime or participated in committing such, a crime and was convicted upon a final judgment.

Article 13**Change of ICAIP**

Insurer is entitled to unilateral change of these ICAIP after previous written agreement of policyholder. If the insured doesn't express disagreement with changes of the insurance conditions in 30 days from their receipt, the changed insurance conditions are valid for him/her. If the insured expresses his disagreement with these changes, his Application (insurance cover) will expire on the day before the anniversary date of beginning of insurance in the insurance year when the insurance conditions changed.

Article 14**Information duty of the insurer**

(§ 66 of Act No 37/2004 Coll., Insurance Contract Act)

Information about the insurance which are not mentioned in this article, are underlined in the previous articles of these ICAIP.

1. This insurance is non-life insurance against loss.
2. The insurance is stipulated for one insurance year with automatic prolongation as it is mentioned in the Application.
3. The amount of the premium is mentioned in the Application. It is fully used for cover of the stipulated risk and there is no provision made from it.
4. There are no charges when insurance indemnity is paid out.
5. The indemnity is not a subject of the income tax (§ 4, par. 1, letter I of Act No 586/1992 Coll., Income Tax Act).
6. This insurance follows the legal environment of the CR.
7. Corresponding address is relevant Komerční banka branch which is main contact place for any subject connected with the insurance. Reclamation (protest) address is Komerční pojišťovna, a. s., Client's Service, Karolinská 1/650, 186 01 Prague 8, eventually it is possible to address to Ministry of finance CR.