

**INSURANCE TERMS AND CONDITIONS OF
VITAL PREMIUM**

as of 22nd April 2015

Article 1 – Basic provisions

1.1.

The insurance VITAL PREMIUM is private insurance of persons against death or maturity (hereinafter referred to as "the insurance") provided by Komerční pojišťovna, a. s., company registration number (IČ) 63998017, registered office in Karolinská 1/650, 186 00 Prague 8 (hereinafter referred to as "the insurer"). This insurance is mainly regulated by Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as "the NOZ") and the insurance contract of which these insurance conditions, mentioned in the insurance contract, form integral part.

1.2.

This insurance, as well as the rights and duties arising from it, follow the law of the Czech Republic (hereinafter referred to as "the CR"). Should there be any legal disputes, the courts of the Czech Republic are the relevant courts of law.

1.3.

The Czech language is the language of communication.

1.4.

All amounts and payments related to the insurance are payable in the territory of the Czech Republic and given in the currency valid in the territory of the ČR.

1.5.

The effectiveness of this insurance is not limited by territory.

1.6.

Legal actions the content of which causes no insurance inception, change, cancellation, or assertion of the right to insurance indemnity, do not have to be made in writing if they are made in a form enabling to capture the content.

1.7.

If another legal regulation, governing legal actions of the policyholder, the insured or the beneficiary (hereinafter referred to everybody as "the Client") obliges to meet another duty or to render assistance to the insurer in meeting the insurer's obligations but the Client fails to meet her/his duty or to render assistance within her/his legal actions, then the time period before the fulfilment of this duty or the rendering of assistance by the Client shall be considered default of the Client.

1.8.

Unless the legal regulation specifies a special form of the power of attorney so that it can come in force (e.g. notarial deed), the power of attorney granted by the Client to the authorised person has to be specific and definite, properly signed by the Client and accepted by the authorised person. The Client's signature on the power of attorney must be authenticated.

1.9.

The insurance contract is entered into for a period stipulated in the insurance contract in accordance with the principles given by the insurer (hereinafter referred to as "the fixed insurance period"), offering optional automatic extension (hereinafter referred to as "the new insurance period").

1.10.

The insurance contract may stipulate the time period according to the insurance year. The insurance year commences on the day the number of which matches the day of the insurance beginning specified in the insurance contract. If there is no such a day in the last month, then the insurance year commences on the last day of the month.

Article 2 – Insured risks and options

2.1.

The insurance contract always includes life insurance of the agreed sum covering the insured for death or maturity without a fixed sum insured.

2.2.

The insured event of the insured surviving the insurance maturity

2.2.1.

The insured event is the insured's living to reach 24:00 pm on the day defined in the insurance contract as the end of this insurance.

2.2.2.

The day of the insured event's occurrence is the day stipulated in the insurance contract if the insured lives to reach its end (24:00 pm).

2.2.3.

If necessary, the insured event's occurrence shall be, at the insurer's request, proved or substantiated by any credible proof.

2.3.

The insured event of the insured's death in the insurance period

2.3.1.

The insured event is the insured's death occurring during the insurance.

2.3.2.

The day of the insured event's occurrence is the day on which the insured died.

2.3.3.

The insured event's occurrence is proved by the death certificate and the document proving the cause of the insured's death, and if the circumstances of the death are investigated by the Police, then also by the document of the Police describing the insured event and reporting the conclusions of their investigation, or by the final and conclusive declaration of the death of the insured.

2.4.

The beneficiary is obliged to prove to the insurer that the insured event occurred in accordance with the definition in the insurance contract. After the insured event's occurrence and scope have been proved, the insurer becomes obliged to provide insurance indemnity.

Article 3 – Formation of insurance contract

3.1.

This insurance commences at 00:00 am on the day stipulated in the insurance contract as the insurance beginning.

3.2.

An insurance contract draft is prepared, on behalf of the insurer, by the insurer's employee or by an insurance intermediary authorised by the insurer; this person also submits the draft to the future policyholder (the person interested in insurance) for acceptance.

3.3.

Starting from the date of the draft submission, the policyholder has 1 month to accept it, unless the draft stipulates a period longer. In the course of this time period, the policyholder either:

- accepts the draft by signing the original copies and returns to the insurance intermediary at least the one intended for the insurer, or delivers the signed original copy directly to the insurer, or
- accepts the draft by remitting the premium to the insurer's account, or
- does not respond to the draft within the given period, or refuses it or changes it in any other way by which the draft is considered refused and no insurance contract is entered into.

3.4.

If the policyholder accepts the draft by signing it or by paying the premium, the insurer will issue and deliver to the insured without undue delay a policy as a confirmation that the insurance contract has been entered into.

Article 4 – Changes in insurance

4.1.

With the beginning of an insured year the policyholder has the right to apply for a change of the insurance period. The application for this change must be delivered to the insurer no later than 6 weeks before this date. The suggested new date of the insurance expiry can only be the approaching end of the insured year.

4.2.

The insurer is obliged to express its opinion on the policyholder's application for a change of his insurance within 3 months of the day on which the application was delivered to the insurer. Unless the insurer provides its opinion within this period of time, it is deemed that it does not agree with the content of the application.

4.3.

Provisions on entering into the insurance contract apply similarly to entering into amendments to insurance contracts.

4.4.

If the participants agree on a change of the scope of insurance in the course of its existence, these changes come into force at 00:00 am on the day specified in the particular insurance contract amendment.

4.5.

The insurance is not cancelled upon expiry of the stipulated insurance period unless the policyholder or the insurer inform the other party at least 6 weeks before expiry of the insurance period that they are not interested in further duration of this insurance. The policyholder is not obliged to pay premiums under the extended insurance.

Article 5 – Cancellation of insurance

5.1.

Any insurance based on an insurance contract, apart from the cases specified by the NOZ, is – differently from the NOZ – cancelled in the following cases as well:

- expiry of the insurance period unless the period is extended (art. 4.5.);
- decrease of the reserve below the set limit (art. 10.3.);
- non-payment of the premium (art. 5.2.);
- no later than upon expiry of the insurance year in which the insured celebrates her/his 99th birthday;
- notice of cancellation (art. 5.3.).

5.2.

Cancellation of insurance due to non-payment

5.2.1.

If the single premium has not been fully settled and the reserve is below CZK 50,000, the insurance will be cancelled upon the lapse of the time period given in the reminder, but the policyholder will be entitled to the surrender amount.

5.3.

Notice of contract cancellation within 2 months following the contract arrangement

5.3.1.

If the contract is cancelled within 2 months following its arrangement, the insurer's entitlement to premiums expires but it becomes entitled to the refund of provided partial withdrawals. At the same time, the policyholder becomes entitled to the refund of all paid premiums.

Article 6 – Premium

6.1.

The policyholder is obliged to pay the premium in a lump sum for the entire insurance period (single premium).

6.2.

Through this contract, the policyholder undertakes to deposit the premium in the account specified by the insurer, in the agreed sum and way, in a due and timely manner, and correctly indicating the payment symbols.

6.3.

The policyholder is responsible (including the related consequences) for correct indication of payment symbols for the payment of the premium, enabling thus the identification of the payment in the insurer's account.

6.4.

The insurer has the right to refuse, without undue delay, a payment of the premium credited from an account with a financial institution outside the CR and remitted via a provider of postal services from abroad or made by a cash deposit.

6.5.

The single premium becomes due on the first day of the insurance period. Any premium that should become due before entering into the insurance contract becomes due on the day following the entering into the insurance contract.

6.6.

The contracting parties have agreed that the insurer accommodates its claims for premiums, starting from the oldest one, by payments of the premium in the order in which they were credited to its account.

6.7.

The insurer will use the single premium to create a reserve. The reserve will be reduced by the management cost calculated from the single premium.

6.8.

The management cost will be charged as at the date of the single premium payment.

6.9.

The amount of the management cost depends on the amount of the single premium and is shown in the table shown below:

single premium	management cost of the premium
to 6,999,999 CZK	2.0 %
7,000,000 CZK – 11,999,999 CZK	1.8 %
12,000,000 CZK – 19,999,999 CZK	1.3 %
20,000,000 CZK and more	1.0 %

6.10.

The date of the single premium payment is the day on which the payment of the entire single premium or its remaining partial payment was credited to the insurer's account.

Article 7 – Reserve and contract value

7.1.

The reserve consists of the paid premium; it is reduced by partial withdrawals and the management cost, and it is increased by the profit shares awarded for the completed calendar years and by technical interest rate.

7.2.

The contract value consists of the paid premium and is reduced by partial withdrawals and the management cost, at the same time it is increased by the profit shares awarded and the technical interest rate for the completed calendar years, as well as by the minimum guaranteed total appreciation in the course of the last calendar year.

7.3.

The reserve and the contract value mean the reserve or the value of the insurance contract determined as at a certain time according to the actuarial principles of the insurer.

7.4.

The technical interest rate is determined by the insurer in accordance with the binding legislation at the beginning of the savings period and remains valid and unchanged for the whole of this period.

7.5.

The savings period means the period for which the technical interest rate is set. The first savings period starts from the beginning of the insurance period and runs for 5 years; the new technical interest rate for the following five-year period (or for the period remaining before the end of the fixed insurance period provided that this period is shorter than 5 years) is determined at the beginning of a new savings period. The savings period in the new insurance period is 1 year.

Article 8 – Profit sharing

8.1.

Only the insurer decides about the amount of profit shares which are calculated and awarded on an annual basis.

8.2.

In advance for every calendar year, the insurer determines the rate of the minimum guaranteed total appreciation (in amount of the sum of the technical interest rate and the expected minimum profit sharing rate) for the following calendar year and notifies the policyholder of it. After the end of the calendar year, the insurer determines the rate of the total appreciation the minimum amount of which shall correspond with the set rate of the minimum guaranteed total appreciation.

8.3.

The profit sharing rate is calculated as the difference between the rate of the total appreciation and the applied technical interest rate, and it is used to calculate the profit shares.

8.4.

The insurer shall add the profit shares to the reserve, increasing thus its amount.

Article 9 – Extra premium

9.1.

The policyholder may, any time during the insurance period and even repeatedly, pay other premium (hereinafter referred to as “the extra premium”) above the scope of her/his contractual obligation to pay premiums. The payment of the extra premium is considered the policyholder's offer for a change to the contract which needs not be made in writing. The insurer has the right to refuse the extra premium, including the offer to modify the insurance contract, without undue delay.

9.2.

Through accepting the extra premium, the insurer accepts the change (increase in the insurer's obligation) in the insurance against death or maturity.

9.3.

In the event of any separate payment of the extra premium the insurer determines the amount of the balance premium as the difference between the paid premium (including the currently paid extra premium) and any potential partial withdrawals.

The insurer includes the payments of the extra premium to the balance premium in the order as they were credited to its account, starting from the oldest one; for payments credited in the course of one calendar day it shall be in the order starting from the highest amount to the lowest one.

9.4.

The insurer determines the management cost of the extra premium according to the balance premium as shown in the following table:

balance premium	management cost of extra premium
to 6,999,999 CZK	2.0 %
7,000,000 CZK – 11,999,999 CZK	1.8 %
12,000,000 CZK – 19,999,999 CZK	1.3 %
20,000,000 CZK and more	1.0 %

9.5.

Having been reduced by the management cost, the extra premium is used to increase the reserve.

9.6.

If the policyholder fails to pay the single premium but remits an extra premium on the insurance contract, the extra premium will be used to cover the due single premium. Any additional payments after the payment of the single premium shall be considered extra premiums.

9.7.

The date of the extra premium settlement is the day on which the extra premium is credited to the insurer's account.

Article 10 – Partial withdrawal

10.1.

The policyholder may, any time from the beginning of the insurance (and even repeatedly) and in the course of the insurance period apply for a partial withdrawal from the reserve. The insurer undertakes to grant the request, subject to the conditions set by Article 10.3.

10.2.

The partial withdrawal reduces the reserve and the contract value but the insurance remains valid.

10.3.

The minimum partial withdrawal has to be CZK 50,000. The partial withdrawal reduces the reserve but the insurance remains valid. Should the reserve decrease below CZK 50,000, the insurer will consider the policyholder's request an application for surrender.

10.4.

Partial withdrawal is payable within 15 days following the day on which the insurer received the application for this partial withdrawal. This period does not run for the period in which the insurer shall not make any transaction in accordance with the applicable measures against legalisation of the crime proceeds and the financing of terrorism.

10.5.

If the insured is a person different from the policyholder, it is deemed that s/he agrees with the partial withdrawal made by the policyholder in the course of the insurance period.

Article 11 – Surrender

11.1.

The policyholder may ask the insurer to pay out the surrender any time during the insurance period, however, no sooner than following the first two months of the insurance period.

11.2.

If the policyholder is a person different than the insured person, the insured's consent is also needed in order to have the surrender paid out. If the policyholder's application does not contain the insured's consent, it is considered delivered no sooner than on the day on which the insured's consent is delivered.

11.3.

The surrender amount depends on the period of the insurance contract's duration and the surrender is determined using the relevant % of the reserve or the contract value in accordance with the following table:

period of insurance	surrender
1 st year	97.5 % of the reserve
2 nd year	98.0 % of the reserve
3 rd year	98.5 % of the reserve
4 th year	99.0 % of the reserve
5 th year	100.0 % of the reserve
6 th year and onwards	100.0 % of the contract value

11.4.

The insurer does not award any profit shares for the calendar year in which the surrender amount was paid out.

11.5.

The insurance expires on the day on which the surrender amount is debited from the insurer's account.

Article 12 – Beneficiary

12.1.

If the insured event occurs, the person stipulated in the insurance contract becomes entitled to insurance indemnity. If this person is not explicitly specified in the insurance contract, the right to insurance indemnity arises to the insured.

12.2.

If the insured event is the death of the insured, the right to insurance indemnity arises to the appointed person. If no appointed person was designated by the policyholder, or if the right to indemnity does not arise to this person, then the right to insurance indemnity arises to the persons specified under sec. 2831 of the NOZ.

12.3.

The person, whose right to indemnity shall arise due to the death of the insured person, does not acquire this right if s/he causes the death of the insured by an intentional criminal act for which her/his guilt will be ascertained by the court, or if she instructs a third party to do so.

Article 13 – Forms of insurance indemnity

13.1.

Based on the beneficiary's application, the payment can be carried out in one of the following ways:

- one-off indemnity payment;
- monthly pension for life (paid until the death of the beneficiary);
- monthly pension for life guaranteed for a certain period of time (paid until the death of the beneficiary, however, no less than for the guaranteed number of years);
- financial pension in the amount required by the beneficiary for a period stipulated by the insurer;
- financial pension in the amount stipulated by the insurer for a period required by the beneficiary;
- combination of one-off indemnity and one of the above specified pensions.

13.2.

Once the payment of the indemnity payment has been started, the agreed method of payment cannot be changed. Unless the type of indemnity payment is stated in the insurance indemnity application, it is deemed that the beneficiary prefers the one-off indemnity payment.

13.3.

If the beneficiary requires the indemnity to be paid out as pension, the amount of this pension shall be calculated from the entitlement to a one-off indemnity in accordance with current actuarial principles effective as at the day of the indemnity payment (as at the day of the pension's first instalment). The pension can only be paid out on a monthly basis, always by the 20th calendar day in a month, and the amount of the monthly pension must be no less than CZK 5,000. If the existing entitlement to payment of the selected form of insurance indemnity is insufficient, another payment option has to be

selected; if the entitlement is insufficient to cover any of the listed pension payments, the insurer will provide insurance indemnity in a lump sum.

Article 14 – Insurance indemnity

14.1.

The insured surviving the end of the insurance

14.1.1.

If the insured survives the end of the insurance, the insurer will pay her/him insurance indemnity in the amount of the contract value.

14.2.

Death of the insured in the insurance period

14.2.1.

In the event of the insured's death the insurer provides the beneficiary with insurance indemnity in the amount of the sum of the contract value and the increase for the event of death.

The insurance company will provide the stipulated insurance indemnity even if the insured dies by suicide.

14.2.2.

The increase in indemnity for death is calculated as the product of the reserve as at the date of the insured event's occurrence and the increase coefficient. The increase coefficient depends on the insured's age at death and is shown in the following table:

age at death	increase coefficient
to 49 yrs	10.0 %
50 – 59 yrs	5.0 %
60 – 69 yrs	2.5 %
from 70 yrs	0.0 %

14.2.3.

If the insured died due to injury, within the meaning of art. 14.2.2.2. through 14.2.2.4., suffered by the insured in the insurance period and, at the same time, the increase for the event of death is not calculated using the increase coefficient according to art. 14.2.2. but the 15% coefficient is applied. This coefficient is only used for an insured whose age at death is below 80 years and who died within one year following the injury.

14.2.3.1.

Injury is an unexpected and sudden impact of external forces or the insured's own physical force independent of the insured's will, or unexpected, continuous and independent of the insured's will impact of high or low external temperatures, gases, fumes, radiation (excluding nuclear), electricity and poisons (excluding microbial poisons and immunotoxic substances) causing damage to the insured's health or the insured's death during the insurance period.

14.2.3.2.

Death by drowning, near drowning and strike of lightning are also considered an injury provided that they occur independently of the insured's will.

14.2.3.3.

To eliminate any doubts, the following cases are not considered injury: suicide, attempted suicide, intentional self-inflicted injury and judgement of the declaration of the death of the person.

14.2.4.

The maximum indemnity limit from the increase for the event of death due to injury is CZK 350,000.

14.2.5.

Exclusions and limitations concerning the increase for the event of death

14.2.5.1.

The insurer has the right to decrease by up to one half the part of insurance indemnity which is the increase provided for the event of death:

- a) if the insured event occurred in connection with an action indicating that the insured committed a crime;
- b) if the insured event occurred as a consequence of the insured's conduct by which s/he caused serious bodily damage or death of another;
- c) if ascertained that the beneficiary or the insured provided about the insured event's occurrence and scope information different to what resulted from the insurer's investigation, or if such information was concealed from the insurer.

14.2.5.2.

The insurer is not obliged to provide the part of insurance indemnity equalling the increase for death if the insured dies in connection with the consuming/consumption of alcohol or other narcotic substances or agents containing such a substance, in connection with drug abuse or poisoning as a consequence of consuming solid, liquid or gaseous substances due to negligence, or when handling these substances.

Article 15 – Obligations in asserting the right to insurance indemnity for the insured event

15.1.

If the loss event occurs, the beneficiary is, without undue delay, obliged to notify the insurer in writing of the loss event's occurrence and to prove it by submitting the relevant documents.

15.2.

Before the settlement of the claim, the insurer has the right to require of the insured and/or of the beneficiary, who is/are obliged to meet the insurer's requirement, the submission of originals or certified copies of documents. If the relevant document is produced in a foreign language, the insured and/or the beneficiary is/are obliged to procure its certified translation into the Czech language and submit it together with the original document.

15.3.

The insurer has the right to require other documents if it is necessary for the proving of the insured event's occurrence.

15.4.

Unless these obligations have been met, the insurer provides no insurance indemnity, or suspends the payment until the prescribed obligations are met.

Article 16 – Pledge charging a claim from an insurance contract, assignment of a debt from an insurance contract

16.1.

If having the consent of the insured, the policyholder has the right to assign or pledge the claims or any other rights from insurance which can be expressed in monetary terms (hereinafter referred to as "the rights").

16.2.

The security interest or assignment of the claim towards the insurer comes into effect at the moment when the policyholder informs the insurer of this fact, or possibly when the creditor proves the assignment of the claim or formation of the pledge to the insurer.

16.3.

If the claim has been assigned, the insurer will pay insurance indemnity, within the scope of assignment, to the person to whom the right has been assigned.

16.4.

If the claim has been pledged, the insurer will pay insurance indemnity to the person who holds the security interest and up to the amount of the legitimate claim pledged.

16.5.

Should there be any potential positive difference between the amount of indemnity and the amount of the legitimate claim of the creditor, or the assigned claim of the assignee, the insurer will pay this positive difference to the beneficiary.

Article 17 – Delivering to the Client

17.1.

Legal arrangements, announcements or any other information (hereinafter referred to as "the written documents") intended for the Client can be sent by the insurer to a previously agreed mailing address, or to the last known residence address (hereinafter referred to as "the delivery address") of the Client, via a provider of postal services (hereinafter referred to as "the post"), or delivered to the Client to her/his own hands through the insurer's employee or any other authorised person.

17.2.

The Client is obliged to notify the insurer of a change in the delivery address without undue delay.

17.3.

The policyholder is obliged to ensure that s/he has a delivery address in the territory of the CR for the entire period of the insurance duration.

17.4.

The insurer's written document sent to the Client by recorded delivery (unless it is an item sent by recorded delivery with delivery confirmation according to art. 17.5.) is considered delivered on the seventh day following the sending of the document.

17.5.

The insurer's written document sent to the Client by recorded delivery with delivery confirmation is considered delivered:

- a) on the day of receipt which is written on the delivery confirmation if it precedes the delivery day specified according to c);
- b) on the day when the Client refused to accept the delivered item if it precedes the delivery day specified according to c);
- c) on the seventh day following the day when it was deposited by the postman at the post office relevant for the Client, even if the Client did not pick up the deposit within the deposit period or picked it up after the expiry of the seventh day of the deposit period;
- d) on the day on which the item is sent back as non-deliverable due to other reasons.

17.6.

The Client has the right to invoke the nullity of the contractual presumption of delivery time set according to articles 17.4. and 17.5. only if s/he proves the existence of objective reasons that prevented her/him from ensuring the delivery of the item, acceptance of the item or collection of the deposited item at the relevant post office, or resulted in the non-deliverability due to other reasons.

17.7.

Delivering via electronic means

17.7.1.

Written documents, for which no written legal form is required, can be sent by the insurer to the Client via electronic means provided that the Client has stated her/his electronic address.

17.7.2.

The Client is obliged to notify the insurer, without undue delay, of any change in the electronic address. Even a telephone number that is capable of receiving short text messages (SMS) is considered an electronic address.

17.7.3.

The insurer's written document sent to the Client by electronic means is considered delivered on the day following the sending to the last known electronic address of the Client.

17.7.4.

The Client has the right to order the insurer to stop sending the documents via electronic means any time. However, the Client has no right to request sole delivering via electronic means from the insurer.

Article 18 – Delivering to the insurer**18.1.**

All written documents of the Client intended for the insurer have to be delivered by post to the address of Komerční pojišťovna, a. s.: Palackého 53, 586 01 Jihlava, unless it is stipulated otherwise in the insurance contract or hereafter.

18.2.

Delivering by insurance intermediaries

18.2.1.

If the insurance contract was entered into by an insurance intermediary, the Client may deliver written documents for the insurer through the insurance intermediary as well.

18.2.2.

If the insurance intermediary acts on the basis of the contract entered into with the insurer (as an agent), the item is considered delivered on the seventh day following its provable delivery to the intermediary.

18.2.3.

If the insurance intermediary acts on the basis of the contract entered into with the Client (as a broker), the item is considered delivered on the third working day after it was provably sent to the insurer by the insurance intermediary.

18.3.

Delivering via electronic means

18.3.1.

The Client can be engaged in legal negotiations and deliver their content intended for the insurer via electronic means provided that the execution of the particular legal act explicitly allows that.

18.3.2.

An electronic system is such a communication tool, including an electronic system of a third party (e.g. tool for direct banking of Komerční banka, a.s.), enabling the recording of the Client's legal actions, the identification and records are made systematically and sequentially and are protected against changing.

18.3.3.

If the Client acts through such an electronic system, the item is considered delivered to the insurer on the first working day following its provable sending.

18.4.

Delivering via electronic means

18.4.1.

Written documents, the printed written legal form of which is not required, can be sent by the Client to the insurer via electronic means, using provided electronic addresses.

18.4.2.

The Client's written document sent to the insurer by electronic means is considered delivered on the day following the sending to the electronic address of the insurer.

Article 19 – Sensitive data processing**19.1.**

When paying out the insurance indemnity, the insurer has the right to obtain information about the insured's state of health and other information.

19.2.

Upon the insured's signing of the insurance contract draft the insurer becomes authorised to request reports on the insured's state of health from health-care providers who provide/provided medical care to the insured or register her/him as their patient.

19.3.

The insurer's right to ascertain and investigate the state of health of the insured will mainly be used when handling a claim – even after the death of the insured.

19.4.

The period when it is temporarily rendered impossible to ascertain and investigate the insured's state of health, owing to reasons on the part of the insured, her/his health-care provider or the beneficiary, is considered the period of the creditor's default even if it was no fault of the creditor.

19.5.

The information obtained by the insurer when ascertaining the state of health may only be used to meet the insurer's obligations arising from the insurance contract and to ensure the insurer's legitimate interests, otherwise solely with the insured's consent.

19.6.

Consent to medical data processing in connection with the insurance contract

19.6.1.

If the text of the insurance contract draft so stipulates, the insured grants, by signing the insurance contract, her/his consent to the insurer to obtain information about her/his state of health via the health-care provider appointed by the insurer and authorises all the inquired insured's health-care providers, physicians, institutions, medical establishments and health insurance companies to provide this information to the insurer even after the death of the insured person.

19.6.2.

The insured hereby also grants the insurer her/his explicit consent to process the personal data concerning her/his state of health (sensitive data within the meaning of s. 4b of the Personal Data Protection Act) which s/he provided to the insurer when taking out the insurance, or which the insurer obtained in the above described way or created by processing the data acquired in this way. This sensitive personal data will be processed by the insurer, or an administrator entrusted by the insurer, in order to be used within the subject-matter of the insurer's business, i.e. for processes directly or indirectly related to insurance or reinsurance activities. The insurer has the right to transfer the sensitive data of the insured, to the necessary extent, in accordance with the meaning of s. 27 of the Personal Data Protection Act, to other states for the purposes of reinsurance.

19.6.3.

The granting of the consent to obtain and process sensitive data in the scope specified above is a condition for entering into the insurance contract and for exercising the right to insurance indemnity. However, the insured has the right to withdraw the granted consent any time. The withdrawal of this consent can solely be made in writing, best sent as a registered letter to the address of the insurer. The withdrawal of this consent results in extinguishment of the beneficiary's entitlement to the part of insurance indemnity in the amount of the increase for death as at the day on which the insured withdrew her/his consent in writing, however no sooner than as at the day on which this withdrawal was delivered to the insurer.

19.6.4.

The situation when it is rendered impossible to ascertain and investigate the insured's state of health owing to reasons on the part of the insured, which seems to be of a permanent nature, is

considered a withdrawal of consent to the sensitive data processing as at the day by which the insurer learnt of this fact.

Article 20 – Personal data processing

20.1.

Processing of personal data in connection with the insurance contract

20.1.1.

The Client's personal data, within the meaning of section 4a) of Act No. 101/2000 Coll. governing the personal data protection (hereinafter referred to as "the ZOOU") – except for the sensitive ones – provided by the Client to the insurer in relation to entering into the insurance contract, or which the insurer obtained in any other legal way, or created by processing the data obtained in this way, will be processed by the insurer, or by the administrator entrusted by the insurer, in compliance with the ZOOU, in order to be used within the subject-matter of the insurer's business, i.e. for processes directly or indirectly related to insurance or reinsurance activities. Within the meaning of section 27 of the ZOOU, the insurer has the right to transfer the insured's personal data to other states for the purposes of reinsurance. The insurer will process the Client's personal data in the given way and in the scope stipulated in the insurance contract, for the period necessary to ensure all the rights and duties arising from the insurance obligation relationship.

20.1.2.

The insurer has the right to process the personal data of the Client to the given extent and for the given purpose even without the express consent of these persons.

20.2.

Consent to sharing the data within the group

20.2.1.

The Client grants in the insurance contract her/his consent that her/his personal data – if s/he is a natural person – or its personal data – if it is a legal person – can be processed by the insurer and any other Administrator, and mutually shared between them for the purposes of improving the quality of care for the Client, performance of Marketing activities, informing of other Administrators about the solvency and credibility of the Client and in order to analyse this data. The client agrees that the Administrator can process the personal data about her/him (natural person) or it (legal person) for the purposes and in the scope specified above for the period from the granting of this consent until 4 years have expired of the end of the last contractual or any other legal relationship with any of the Administrators.

20.2.2.

The consent of the Client, according to art. 9.2.1., is only effective in relation to the Client who has entered with the insurer into the contract or amendment to the existing contract of which these insurance terms and conditions form an integral part, and no sooner than on the day on which these insurance terms and conditions come into effect, or who additionally grants her/his consent to the existing contractual relationship. For the Client who has signed, refused to sign or withdrawn such consent previously, the legal status of the consent granted, refused or withdrawn shall remain unaffected by the change in the insurance terms and conditions.

20.2.3.

This consent to the data processing, granted principally in compliance with current Acts No. 277/2009 Coll., governing the insurance business, the NOZ, No. 480/2004 Coll., governing certain services of an information society, and the ZOOU, is voluntary and the Client has the right to withdraw it in relation to any of the Administrators any time. The withdrawal of the consent must be made in writing. The provision of personal data is voluntary unless the generally binding legal regulation stipulates otherwise.

20.3.

The Client is obliged to inform the insurer of any change in the processed personal data without undue delay.

20.4.

The Client's personal data is processed to such an extent in which the Client has provided them or the policyholder has provided them on the Client's behalf in relation to:

- a) application for a contractual or any other legal relationship,
- b) any contractual or any other legal relationship concluded between her/him and the Administrator, or
- c) which the Administrator collected otherwise and processes in compliance with current legislation for the following purposes:
 - i) purposes included within the consent of the insured,
 - ii) negotiations on the contractual relationship,
 - iii) fulfilment of the contract,
 - iv) protection of vital interests of the Client,
 - v) authorised disclosure of personal data,
 - vi) protection of the rights of the Administrator, recipient or other persons involved,
 - vii) archiving kept as required by the law,
 - viii) offering of deals or services,
 - ix) provision of the name, surname and address of the Client for the purpose of offering deals and services in compliance with the generally binding legislation.

20.5.

If the Client so requests in writing, s/he has the right, in compliance with current legislation, to receive from the insurer information on the personal data processed about her/him and the purpose and nature of the personal data processed, on the recipients of such data and on the Administrators. The Client is further entitled to demand from the insurer a correction of the personal data if s/he ascertains that the data processed by any of the Administrators does not correspond with reality. If the Client ascertains or suspects that the Administrator processes her/his personal data in violation of the protection of private and personal life, s/he has the right to request an explanation from the insurer, or more precisely has the right to request that the insurer remedies such defects. Regardless of previous provisions of this Article, the Client has the right to contact the Office for Personal Data Protection and request the Administrator to take remedial action.

20.6.

For the purposes of this article, the following is understood:

- Administrator – Insurance Company, Société Générale SA, B 552 120 222, a company founded and existing according to the law of the French Republic, residing at: 29, Boulevard Haussmann, 75009 Paris (SG), Members of FSKB, Persons controlled by SG and Investiční kapitálová společnost KB, a. s., company registration number (IČ) 60196769;
- Marketing activities – activities the purpose of which is to inform Clients about products and services of the Administrator, to present offers to order, to mediate or procure these products and services, and to evaluate the data relevant for these purposes, including via email;
- Members of the Financial Group of the Bank (Members of FSKB), especially Komerční banka, a. s., company registration number (IČ) 45317054 (Bank); Modrá pyramida stavební spořitelna, a. s., company registration number (IČ) 60192852; KB Penzijní společnost, a. s., company registration number (IČ) 61860018; ESSOX s. r. o., company registration number (IČ) 26764652, and other entities in which the Bank has or will acquire an equity interest of a direct or indirect share in their registered capital;
- Entities controlled by SG – entities which SG controls and which, at the same time, either (i) have or acquire an equity

interest in entities with their registered office in the Czech Republic consisting of a direct or indirect share in their registered capital, or (ii) have their registered office in the Czech Republic. If such an entity is an FSKB member, this entity is listed in the specification of FSKB Members;

- Personal Data – name, surname, address, date of birth, birth certificate number, connection details, financial

standing and credibility of the Client – natural person, no sensitive personal data;

- Data on legal entity – the identification data of the Client - legal person, especially: business name, place of business/company address, company registration number (IČ), date of foundation, type of business, contact details, information about the solvency and reliability of the Client.

For Information Only