KB Pojišťovna

INSURANCE TERMS AND CONDITIONS – 'PROFI' PAYMENT INSURANCE
as of 1st April 2014

Article 1 – Basic provisions
1.1.
This private insurance provided by Komerční pojišťovna, a. s., company registration number (IČ): 63998017, company address: Karolinská 1/650, 186 00 Prague 8 (hereinafter referred to as "the insurer"), is regulated mainly by Act No. 37/2004 Sb., the Insurance Contract Act (hereinafter referred to as "the Insurance Contract Act"), by these insurance conditions and by collective contract no. 3240000000 (hereinafter referred to as "the contract").
This insurance may be taken out by a natural person with a current CZK account open with Komerční banka, a. s. (hereinafter referred to as "KB") or with a person authorised to handle the money on the KB client's account in accordance with the specimen signature. Insurance of one or two persons may be arranged to one current account for the account's owner and/or for one person authorised to handle the money on the KB client's account in accordance with the specimen signature.
1.2.
This insurance, as well as the rights and duties arising from it, follow the legislation of the Czech Republic. Should there be any legal disputes, the courts of the Czech Republic are the competent courts of law.
1.3.
The Czech language is the language of communication.
1.4.
All amounts and payments related to the insurance are written and paid in the currency valid in the territory of the Czech Republic.
1.5.
These insurance conditions are changed by the agreement between the insurance company and the policy holder. The policy holder has to inform the Insured person about the change at least two months in advance. The process of change in the terms and conditions according to the general terms and conditions for the policyholder do not apply to the insurance conditions.

Article 2 – Definitions
The following terms are defined for these insurance conditions:
a) **regular premium –** the premium for an insurance term paid by the policy holder in regular instalments and in the amount stipulated in the Contract;
b) **waiting period** – the period during which the insurer is not obliged to provide insurance indemnity from events that would otherwise be classified as insured events;
c) **lump-sum indemnity** - the fixed amount paid out by the insurer to the beneficiary in a lump sum if the insured dies due to an injury after all the required documents have been received;
d) **deferred period** – the period during which the insurer is not obliged to provide insurance indemnity;
e) **insurance of the agreed sum** - insurance in which a single or repeated indemnity is paid out to the extent stipulated in the insurance contract if the insured event occurs;
f) **beneficiary –** the person who, due to the insured event, has the right to insurance indemnity;
g) **total disability** – third grade disability;
h) **insurance contract** – the contract for financial services in which the insurer undertakes to provide indemnity to the stipulated extent if an unexpected event arises and the policy holder undertakes to pay premiums to the insurer;
i) **insured event** – an unexpected event constituting the obligation of the insurer to pay out insurance indemnity;
j) **premium –** payment for insurance protection;
k) **insurance term –** the period of time stipulated in the Contract for which the regular premium shall be paid; it is one calendar year in this insurance, i.e. the period from 1st January to 31st December;
l) **insurance indemnity –** the sum which is, according to the Contract, paid to the beneficiary if an insured event occurs;
m) **policy holder** – the person who entered into the insurance contract with the insurance company and is obliged to pay premiums; KB is the policy holder in this insurance;
n) **insured person –** the natural person who meets the conditions for admission to insurance and to whose life or health the insurance applies;
o) **periodic payments** – periodically repeated (monthly, quarterly, semi-annual or annual) payments paid from the KB account (bank transfer, standing order, direct debit, SIPO payments) to the service provider. (for example: lease of business premises, payments for data service, electricity, gas, water supply, sewer charges, parking space or garage parking etc). The regular payments doesn´t include instalments of the loans;
p) Only the following items are considered to be periodic payments:
   a) lease / sublease of business premises
   b) long-term (at least 12 months) leasing (lease / sublease) of property dedicated for business (without financial leasing)
   c) payments for electricity and gas
   d) payment for external delivery of heat and hot water
   e) payment of water supply / sewer charges
   f) payment for telephone, radio, television, newspapers and magazines
   g) payment for data services – Internet
   h) payments for a parking space or garage parking
   l) payments of premiums for the motor third party liability insurance (compulsory third-party insurance);
   i) payment for waste disposal
q) **regular indemnity** - the amount paid monthly to the beneficiary for the stipulated period after the insured event's occurrence;
r) **professional sports performance** – performance of a sports activity in return for employment earnings or for which the income from other independent gainful activity is received (performance of an independent occupation);
s) **account** – a business account established at KB and specified in the contract for the additional banking service provided to the current KB account – Profi payment insurance. If the account is transferred to another KB branch, the insurance remains in force;
t) **injury** – 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 person's health or death during the insurance period. In this insurance, damage to health shall be understood as bodily damage. The following events independent of the insured's will are also considered as injuries – death by drowning or by a strike of lightning. A heart attack or stoke is not considered an injury. The injury may occur anywhere in the world (i.e. the applicability is not limited to the Czech Republic's territory only);
u) **age at entry** – the actual age of the insured at the moment of his/her admission to insurance;
v) **authorised person** - the person authorised by the account owner to handle the money on his/her current account in accordance with a specimen signature valid for the relevant current account;

Article 3 – Insured risks and options
This private insurance against loss and damage which is arranged to a KB client's current account covers in its individual options the following risks:
- insurance against the insured's death due to an injury;
- insurance against the insured's total disability due to an injury;
- insurance against the insured's inability to work due to an injury.

The policy holder (KB) arranges the insurance for the insured who is a person different from the policy holder. The policy holder is obliged to acquaint the insured with the conditions and scope of his/her insurance as imposed by the law.

Article 4 – Ascertainment of the state of health
4.1.
The insurance company has the right to ascertain and examine the state of health of the insured. The signing of the contract for additional banking service gives the insurer the right to require medical information about the insured from health-care facilities in which he/she is or was treated. The insurer's right to ascertain and investigate the state of health of the insured arises upon handling an insured event and lasts even after the death of the insured. The information which the insurer acquires when ascertaining the state of health may be used solely for the insurer's needs, otherwise only with the insured's explicit consent.

Article 5 – Admission to insurance

5.1.
The policy holder may accept to insurance only the owners of a KB account or a person authorised to use the relevant KB account.

5.2.
The insured's age at entry has to be 18 years minimum and 65 years maximum.
5.3.
The policy holder has to be able to provide the insurance company with a written or any other credible proof at its request from the moment of the person's admission to insurance.

Article 6 - Insurance effectiveness, insurance period, insurance coverage
6.1.
The insurance is also applicable to insured events occurring outside the territory of the Czech Republic.
6.2.
The insurance term is one calendar year, i.e. the period from 1st January until 31st December.

Article 7 – Termination of insurance
7.1.
The insurance of the insured (a person accepted into insurance) is terminated:
a) by expiry of 31st December of the year in which the KB account, to which this insurance relates, is cancelled;
b) upon a change of the type of KB account, to which this insurance relates (if changed from a business account to a private one);
c) by excluding the insured from the insurance based on a policy holder's notification sent to the insurer;
d) by cancellation of the authorisation – if the authorised person is the insured person;
e) by agreement made between the policy holder and the insurer;
f) by refusal to provide insurance indemnity;
g) by expiry of 31st December of the year in which the insured reaches 66 years of age;
h) by death of the insured;
The insurance company is entitled to premiums until the end of the insurance term in which the insurance was terminated.

Article 8 – Insurance against death due to an injury
8.1.
The insured event is the death of the insured due to an injury occurring during the life of the insurance policy and, at the same time, within 1 year of this injury.
8.2.
The day of the insured event's occurrence is the day on which the insured dies due to the injury.
8.3.
If the insured event occurs, the insurer shall be notified of such a fact without undue delay and the following documents shall be submitted:
- death certificate and document proving the cause of the insured's death (e.g. report of the attending physician, autopsy report, report of the Police of the Czech Republic, etc.);
- KB account statements for the past 12 months with distinct indication of regular payments.

Unless these obligations are met, the insurer will not provide insurance indemnity, or it may suspend its payment until the specified obligations are met.

Article 9 – Insurance against total disability due to an injury
9.1.
If, according to social security regulations, the insured has been declared to have a 3rd grade disability due to an injury, the insurance indemnity will be provided to the beneficiary. The indemnity will be paid out on the condition that the original or a certified copy of the decision to declare the insured as having the 3rd grade disability by the Czech Social Security Administration office has been submitted. A KB employee may verify the conformity of the copy with the original.
9.2.
The entitlement to insurance indemnity does not arise if the 3rd grade disability has been awarded to the insured for a reason other than the injury.
9.3.
Insurance indemnity will be paid out on the condition that the reason for having been awarded the 3rd grade disability has been proved.
9.4.
The insurer pays out insurance indemnity for each commenced month of the 3rd grade disability; however, up to the maximum of 12 months or until the end of the insurance. The indemnity is paid out from the day on which the 3rd grade disability of the insured was acknowledged in accordance with the social security regulations. The day on which the 3rd grade disability was acknowledged is the date specified in the statement of the decision by the Czech Social Security Administration office as the day on which the 3rd grade disability is acknowledged. Insurance indemnity is paid out by the insurer in monthly instalments.
9.5.
If the insured event arises, it is necessary to inform the insurer about the insured event's occurrence without undue delay and to submit the obligatory documents:
- copy of records of the proceedings of the competent authority of the Czech Republic; decision by the competent authority of the Czech Republic to acknowledge the insured's 3rd grade disability, including the documents proving the reason for the 3rd grade disability having been acknowledged;
- needed medical documentation appertaining to the insured event's occurrence;
- KB account statements for the past 12 months with distinct indication of regular payments.

Unless these obligations are met, the insurer will not provide insurance indemnity, or it may suspend its payment until the specified obligations are met.

Article 10 – Insurance against inability to work due to an injury
10.1.
The insurance only applies to the citizens of the Czech Republic and EU who receive income from an independent gainful activity registered and performed in the territory of the Czech Republic and to whom a loss in profit from this activity would arise in connection with the inability to work;
This insurance shall not apply to persons receiving the 1st, 2nd or 3rd grade disability pension, old-age pension or extraordinary old-age pension.
10.2.
The insured event is sick leave of the insured occurring during the life of the insurance policy and caused by an injury as confirmed by a doctor working in the territory of the Czech Republic.
10.3.
The deferred period in this insurance is the period of one month from the beginning of the sick leave.
10.4.
The insured event in the case of inability to work arises, within the meaning of these insurance conditions, if the insured, according to a doctor's diagnosis, cannot perform and does not perform his/her profession or any other gainful activity in any way, not even for a limited part of the day, and does not carry out any managing or controlling activities in return for payment, all this for a period longer than 1 month.
10.5.
The moment when the insured's sick leave is terminated according to a doctor's decision or the moment when the 12-month sick leave is terminated is considered as the day of the insured event's occurrence; however, it is the day of this insurance termination at the latest.
10.6.
The insured is obliged to immediately notify in writing of the insured event's occurrence and, if objectively possible, to submit the necessary documents:
- sick note filled in by the doctor and stating the commencement, duration and termination of the sick leave, as well as the cause of the insured's inability to work. Possible costs of issuing this form are covered by the insured. The form must not be issued by an attending physician who is also the husband, wife, partner, sibling, parent or child of the insured, or any other close person within the meaning of Section 116 of the Labour Code;
- copy of the trade certificate or of any other document authorising to carry out business activities;
- KB account statements for the past 12 months with distinct indication of regular payments.
- once per month to document the continuation of the sick leave. The insurance company may extend this interval. Unless the insured proves the continuation of his/her sick leave within 30 days following the submission of the last sick note, the insurer has the right to stop insurance indemnity advance payments as at the date of the last medical attention to the insured confirmed by the doctor.

10.7.
The insurance against inability to work expires on the day on which the decision to grant the 1st, 2nd or 3rd grade disability pension, old-age pension or extraordinary old-age pension comes into force.

Article 11 – Insurance indemnity

11.1.
In order to receive insurance indemnity, originals or certified copies of the documents have to be submitted. Should the relevant document be issued in a foreign language, the beneficiary is obliged to provide it together with its official translation into the Czech language. The verification of conformity of the copy with the original may also be carried out by a KB employee.

11.2.
Indemnity for death of the insured due to an injury

11.2.1.
If the insured dies due to an injury, the insurer will pay out to the beneficiary the stipulated amount of lump-sum indemnity.

11.3.
Determination of the regular indemnity amount

11.3.1.
The monthly regular indemnity is determined as 1/12 of periodic payments for the past 12 months according to the KB current account statements before the occurrence of the event (death, injury) resulting in the insured event. If the current account has been established less than the defined 12 months prior to the insured event, the indemnity amount shall be determined as a monthly average of periodic payments for all full months of the account's existence before the insured event.

11.3.2.
The insured or the beneficiary has the right to prove to the insurer that a standing order or a debit direct that has not yet been used was arranged to the KB current account before the insured event's occurrence. In such a case the regular indemnity determined according to Article 11.3.1 will be increased by the monthly average calculated from the fixed contractual price, advance payment or lump-sum of this periodic payment. No consideration will be given to any future additional costs resulting from the actual use of services or to their billing.

11.3.3.
The insured or the beneficiary has the right to prove to the insurer that the contractual amount of the periodic payment has been increased by the service supplier before the insured event. In such a case the regular indemnity determined according to Article 11.3.1 shall be increased by the monthly average calculated from the new fixed contractual price, advance payment or lump-sum of this periodic payment reduced by the part of the regular indemnity computed from previous payments of this periodic payment according to Article 11.3.1. No consideration will be given to any future additional costs resulting from the actual use of services or to their billing.

11.3.4.
If the regular indemnity determined according to Articles 11.3.1. up to 11.3.3. exceeds the stipulated sum insured for regular indemnity, the stipulated sum insured for regular indemnity shall be used as the amount of the regular insurance indemnity.

11.4.
Regular insurance indemnity in case of the insured's disability due to an injury

11.4.1
If the insured becomes disabled due to an injury, the insurer will pay the insured every month the amount of indemnity advance that equals the regular indemnity for the period of the insured's 3rd grade disability; however for the maximum period of 12 months.

11.5.
Regular insurance indemnity in case of the insured's inability to work due to an injury

11.5.1
If the insured's inability to work arises due to an injury, the insurer will provide the insured, following the expiry of the deferred period, with the monthly amount of insurance indemnity advance equalling the regular indemnity for the period of the insured's sick leave; however for the maximum of 12 months for one and all insured events resulting from one and the same injury.

11.5.2.
If the insured event is not reported to the insurer within 3 months of the sick leave commencement, the insurer has the right to provide indemnity only for the period following the day on which it was notified of the insured event.

11.6.
If the KB account includes insurance of 2 persons and an entitlement to regular indemnity or advance of regular indemnity arises to both of them in one month, the insurer will provide insurance indemnity in the amount of regular indemnity up to the sum of limits for both insured persons.

11.7.
If an entitlement to regular indemnity for the period that is not a multiple of full months arises, the insurer will pay for the period of the last non-full months only the proportional part of the regular indemnity.

11.8.
Insurance indemnity is not subject to income tax (Section 4 (1) l of the Income Tax Act).

11.9.
Insured amount and insurance indemnity limits:

Profi payment insurance

	Risks	Insurance indemnity limit
Klasik	death due to an injury	200 000 - immediately
	disability due to an injury	12 x 20 000 – per month
	inability to work due to an injury	12 x 20 000 – per month
Extra	death due to an injury	400 000 - immediately
	disability due to an injury	12 x 40 000 – per month
	inability to work due to an injury	12 x 40 000 – per month

Article 12 – Exclusions from insurance, indemnity limits and refusal to provide indemnity

12.1.
The insurer shall not provide indemnity for the following loss events:

a) if occurred as a consequence of or in relation to a warlike event or civil war, civil disorder, terrorist attack (i.e. an act of violence fuelled by social, political or ideological or religious motives), revolutionary events, coups; riots and insurrection or international peace mission;
b) if occurred during the insured's driving of a motor vehicle in motor vehicle races or in the related preparation for these;
c) if occurred during the insured's driving of a motor vehicle without possessing the required driving licence or when the insured used the vehicle without authorisation;
d) if the insured fails to obey the request of a police officer and refuses to undergo medical examination or breath test governed by a special regulation and aimed at ascertaining whether or not the insured is under the influence of alcohol or any other addictive substance;
e) if the insured dies by suicide;
f) in connection with the consumption of alcohol or other narcotic or psychotropic substances by the insured, drug abuse or poisoning as a consequence of consuming solid, liquid or fluent substances due to negligence;
g) if the insured suffered the injury in relation to professional sports performance;
h) in connection with performance of the following risky sports: canoeing, sky-surfing, bungee-jumping, sky-surfing, shark-diving, mega-diving, rocket-bungee, rafting, black water-rafting, heli-skiing(biking), aqualung diving, paragliding, gliding, hot-air ballooning, parachuting from aircraft and heights;
i) in connection with an injury occurred before the insurance inception;
j) if the insured's disability or inability to work arises due to an intentional self-inflicted injury any time during the insurance;
k) mental disorders or illnesses even if they are the consequence of the injury;
l) collapses, epileptic or other fits and spasms affecting the whole body even if they are the consequence of the injury;
m) the 3rd grade disability or inability to work occurred as a result of a job-/service-related injury or a job-related illness.

12.2.
The insurer has the right to reduce the indemnity by up to one half:

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 he/she caused serious bodily damage to or death of another or otherwise violated an important interest of the society;
c) if ascertained that the beneficiary or the insured provided about the insured event's occurrence information different to what resulted from the insurer's investigation, or if such information was concealed from the insurer.

12.3.
The insurer also does not provide indemnity for the following cases of inability to work:

a) if the insured does not stay in the place reported to his/her attending physician (specified in the confirmation of inability to work), except for the following cases:
   i. necessary hospital treatment;
   ii. he/she left the place reported to the attending physician with the physician's permission (strolls permitted by the attending physician as specified in the sick note);
   iii. during a temporary stay outside the place of his/her permanent residence he/she is unable to perform work due to an acute illness or injury occurred there – if his/her return is, according to the physician, impossible;
b) therapy in sanatoriums, spas and rehabilitation centres except for the cases when the stay at these facilities is, from the medical aspect, a necessary part of treating the illness or injury and the insurer expressed its consent thereto in writing beforehand;
c) if the insured intentionally exposes himself/herself to danger;
d) if the insurer ascertains a breach of the treatment regime – from the day of ascertainment thereof;
e) inability to work related to cosmetic operations.

Article 13 – Processing of the insured's personal data

13.1.
Personal data processing in connection with the insurance contract
13.1.1.
Personal data of the insured, in terms of Section 4 (a) of Act No. 101/2000 Coll., Personal Data Protection Act (hereinafter referred to as the "Personal Data Protection Act"), (excluding the sensitive data), provided by the policy holder 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 an administrator (policy holder), entrusted by the insurer in compliance with the Personal Data Protection Act, in order to use this personal data within the subject-matter of the insurer's business, i.e. for activities directly or indirectly related to insurance or reinsurance activities. Within the meaning of Section 27 of the Personal Data Protection Act, the insurer is entitled to transfer the personal data of the insured, within the necessary scope, to other states for the purposes of reinsurance. The insurer will process the insured's personal data in the way and scope stipulated in the insurance contract/insurance of the insured for the period necessary to ensure all the rights and duties resulting from the insurance obligation relationship. The insured takes into account that the policy holder has the right to provide the insured's data, including the necessary data about his/her banking transactions, to the insurer for the above specified purposes.
13.1.2.
The insurer has the right to process the insured's personal data to the given extent and for the given purpose even without the express consent of these persons.
13.2.
Consent to process sensitive data in connection with the insurance contract
13.2.1.
By entering into the contract for additional banking service to the KB account – Profi payment insurance, the insured approves his/her admission to insurance and grants the insurer his/her consent to obtain information about his/her state of health through the insurer's contractual physicians, in accordance with Section 67b (10) of Act No. 20/1966 Coll. on the Care of the Health of the People, as amended, and hereby authorises all requested physicians, health-care institutions and health insurance companies to disclose this information to the insurer even after the insured's death.
13.2.2.
The insured thus grants the insurer his/her explicit consent to process personal data about his/her state of health (sensitive data according to Section 4 (b) of the Personal Data Protection Act), provided to the insurer in relation to entering into the insurance contract or which the insurer obtained by any other method mentioned above, or created by processing the data obtained. This sensitive data shall be processed by the insurer or by the entrusted administrator for the use as part of the insurer's business activities, i.e. for activities directly or indirectly connected with insurance or reinsurance business.
13.2.3.
Consent to process sensitive data to the extent specified in Article 13.2.2. is a condition for admission to insurance and exercising the entitlement to insurance indemnity. However, the insured has the right to withdraw this consent at any time. The withdrawal of this consent may only be made in writing, preferably through a recorded delivery letter sent to the insurer's registered office. The withdrawal of this consent terminates the insurance and the beneficiary's entitlement to indemnity as of the day on which the insured withdrew his/her consent, but no sooner than on the day of delivery of the consent's withdrawal to the insurer. In such a case, the insurer is entitled to premiums until the end of the insurance period.
13.3.
Consent to share personal data within the group
13.3.1.
The insured also agrees that his/her personal data (in case he/she is a natural person) or its data (in case it is a legal person) can be processed by the insurer or any other Administrator, i.e. also mutually transferred between them, in order to achieve higher quality of care for the insured, to carry out Marketing activities, to provide information about the solvency and credibility of the insured to other Administrators and to analyse the data. The insured agrees that his/her personal data (if a natural person) or its data (if a legal person) can be processed by the Administrator for the above mentioned purpose and to the above mentioned extent from when this consent is granted until 4 years have expired after the last contractual or any other legal relationship with any of the Administrators.
13.3.2.
The consent of the insured in compliance with Article 13.3.1. of these insurance terms and conditions is effective only in relation to the insured who has expressed his/her consent to be included in the insurance by signing the contract for additional banking service to the KB current account – Profi payment insurance – of which these insurance terms and conditions form an integral part, and only from the effective day of these conditions. For the insured who has already signed, refused to sign or withdrawn such consent, the legal status of the consent granted, refused or withdrawn shall remain unaffected by the change in the insurance conditions.
13.3.3.
This consent to process data, granted particularly pursuant to current Acts No. 363/1999 Coll., Insurance Act, No. 513/1991 Coll., Commercial Code, No. 480/2004 Coll. on certain services of information societies, and No. 101/2000 Coll., Personal Data Protection Act, is voluntary and the insured is entitled to withdraw this consent at any time in relation to any Administrator. The withdrawal of the consent has to be sent to the insurer in writing. The provision of personal data is voluntary unless the generally binding regulation stipulates otherwise.
13.4.
The insured is obliged to inform the insurer of any changes in the processed personal data without undue delay.
13.5.
Personal data about the insured is processed to the extent to which the insured has provided this data in connection with: (a) a request for a contractual or any other legal relationship, (b) any contractual or any legal relationship established between him/her and the Administrator, or (c) which the Administrator has collected by other means and processes in compliance with the valid legal regulations for the following purposes: (i) purposes included within the consent of the insured, (ii) negotiations on the contractual relationship, (iii) performance of the contract, (iv) protection of the insured's vital interests, (v) authorised publishing of personal data, (vi) protection of the rights of the Administrator, recipient or other persons involved, (vii) archiving maintained in compliance with the law, (viii) offering of business or services, (ix) transfer of the given name, surname and address of the insured for the purpose of offering business and services in compliance with the generally binding legislation.
13.6.
If the insured so requests in writing, he/she is entitled – in compliance with the valid legislation – to receive from the insurer information on the personal data processed about him/her, the purpose and nature of processing this personal data, on the recipients of this data and on the Administrators. Moreover, the insured is entitled to ask the insurer to correct the personal data if he/she discovers or assumes that it does not correspond with reality. If the insured discovers or suspects that the Administrator processes his/her personal data in violation of the protection of the insured's private and personal life or in violation of the legal regulations, he/she is entitled to request an explanation from the insurer, or he/she is entitled to request the insurer to correct the defective situation. Regardless of the preceding provisions of this Article, if the Administrator violates the duties, the insured has the right

to contact the Office for Personal Data Protection and request adoption of remedial measures.

13.7.

- For the Administrator – the Insurer, Société Générale SA, B 552 110 222, a company established and existing pursuant to the French law, registered office: 29, Boulevard Haussmann, 75009 Paris (SG), FSKB members, Entities 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 the insured persons about the products and services of the Administrator, to present an offer to order, to mediate or procure these products and services and to evaluate the relevant data, including via email;
- Members of the Financial Group of the Bank (FSKB members) particularly Komerční banka, a. s., company registration number (IČ) 45317054 (the Bank); Modrá pyramida stavební spořitelna, a. s., company registration number (IČ) 60192852; Penzijní fond Komerční banky, 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 acquires an equity interest consisting 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 a FSKB member, this entity is listed in the specification of FSKB members;
- Personal data includes: name, surname, address, date of birth, birth certificate number, contact details, information about solvency and credibility of the insured-natural person, excluding the sensitive personal data;
- Data on legal persons includes: identification data of the insured-legal person, especially its trade name, place of business/registered office, company registration number (IČ), date of establishment, type of business, contact details, information about solvency and credibility of the insured.

Article 14 – Delivering to clients

14.1.

Written documents for the policy holder, insured person or beneficiaries may be sent by the insurer to a previously agreed or last known address of the person via a holder of a postal licence (hereinafter referred to as "the post"), or handed over to these persons by the insurer's employee or another entrusted person. The policy holder is obliged to state his/her correspondence address in the territory of the Czech Republic for the period of insurance existence. The policy holder is obliged to notify the insurer of any change in the correspondence address without undue delay.

14.2.

Written documents sent to the addressee by standard postal services are usually considered delivered on the third day after the sending of the document to the correspondence address.

14.3.

Written documents of the insurer sent to the addressee by recorded delivery (unless it is a recorded delivery with delivery confirmation according to Article 16.4.) are considered delivered on the seventh day of the proved sending of the document.

14.4.

Written documents of the insurer sent to the addressee by recorded delivery with delivery confirmation are considered delivered:

a) on the day when the document is received as it is written on the delivery confirmation provided that it precedes the delivery date specified under c);
b) on the day on which the addressee refused the delivery provided that it precedes the delivery date specified under c);
c) on the seventh day following the day on which it was deposited by a postman at the addressee's respective post office, even if the addressee has not picked up the delivery within the deposit period or picked it up after the expiry of the seventh day following the day of deposit;
d) on the day on which the delivery is sent back as non-deliverable due to other reasons.

14.5.

The addressee has the right to invoke the nullity of the contractual fiction of delivery specified according to Articles 16.3. and 16.4. only if he/she proves the existence of objective reasons that prevented him/her from receiving the delivery of the document, accepting the document or collecting the deposited document at the relevant post office, or resulted in non-deliverability of the document due to other reasons.

Article 15 – Correspondence address

The correspondence address of the insurer is: Komerční pojišťovna, a. s., Karolinská 1, Prague 8, 186 00. The policy holder's address is the address of any branch of Komerční banka, a. s.

Article 16 – Settlement of disputes

Should there be any complaints, it is possible to contact Komerční pojišťovna, a. s., Client Services department, Karolinská 1/650, 186 00 Prague 8, or the Czech National Bank, Na Příkopě 28, 115 03 Prague 1.

RELATED INFORMATION
(duty to inform according to Section 66 of the Insurance Contract Act)

Article A. Taxes

The insurance shall be exempt from income tax (Section 4 (1) l of the Income Tax Act) in the case of the insured's death, total disability or working inability.

Article B.

No shares in profit or surrender are available under this insurance.

Article C.

Information about other circumstances which are subject to the insurance company's obligation to disclose information, as defined in Section 66 of the Insurance Contract Act, is contained directly in the text of these insurance terms and conditions.