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Pojišťovna

INSURANCE TERMS AND CONDITIONS OF MORTGAGE LOAN INSURANCE
as of 01/01/2014

Article 1 – Basic provisions
1.1.
The risk insurance of mortgage loans is private personal insurance based on life insurance against death or the occurrence of disability. The General Insurance Terms and Conditions of Individual Insurance, as well as the Conditions of Personal Insurance specified in the insurance contract apply to this insurance.
1.2.
The insurance contract is entered into for the period stipulated in the insurance contract in accordance with the principles defined by the insurer.

Article 2 – Insured loan
2.1.
All insurance policies concern a loan specified in the insurance contract (hereinafter referred to as „the insured loan").
2.2.
The amount receivable from the loan means the current undue and unpaid balance of the loan's principal sum, including the due future amounts of interest and the cost of the loan account administration. Any instalments of the insured loan after the due date, penalty interest, contractual penalties and other contractual sanctions or cost claimed or incurred due to violation of the loan contract are not, for the purposes of the insurance contract, considered amounts receivable from the loan.
2.3.
If the policyholder is not the same person as the loan recipient, the loan recipient's consent is necessary to enter into an insurance contract. The loan recipient's signing of the insurance contract draft or approving of the insurance contract draft constitutes the insurer's right to require reports on the current state of the insured loan from the loan provider, unless these reports are provided by the loan recipient herself/himself. The insurer's right to ascertain and re-examine the current state of the insured loan will mainly be used when entering into an insurance contract, making a change to an insurance contract or settling a claim; this right will last even after the death of the loan recipient.
2.4.
Consent to the processing of data about the insured loan
2.4.1.
By signing the insurance contract draft or approving of the insurance contract draft, the loan recipient grants the insurer her/his consent and authorises the insurer to obtain information about the insured loan, thusly authorising the loan provider to disclose this information to the insurer, even after the death of the loan recipient.
2.4.2.
The loan recipient hereby grants the insurer her/his explicit consent to process the data about the insured loan obtained by the insurer in accordance with this article, or created by the processing of the data. The insurer, or an administrator authorised by the insurer, will process this data in order to use it for activities directly or indirectly related to insurance or reinsurance. The insurer has the right to transfer the information about the insured loan to other states for the purposes of reinsurance.
2.4.3.
The granting of the consent to obtain and process the data about the insured loan to the above specified extent is the condition under which the insurance can be taken out and the entitlement to insurance indemnity can be exercised. However, the loan recipient has the right to withdraw her/his consent any time. The method of the consent withdrawal and its consequences are similarly governed by the provision of article 2.8.3. of the Conditions of Personal Insurance.

Article 3 – Insured risks and options
3.1.
An insurance contract always includes life insurance of the agreed sum against death according to the PS clause and against the occurrence of the 3rd grade disability, according to the VI clause, with indemnity derived from the sum insured.
3.2.
The sum insured in the insurance against death and against the occurrence of 3rd grade disability determined by the policyholder shall correspond with the amount of the insured loan. If the insured loan was used before the day of the insurance commencement, the current amount receivable from the loan is considered the amount of the insured loan.
3.3.
If the policyholder determines a lower sum insured, the percentage proportion between the sum insured and the amount of the insured loan (hereinafter referred to as "the insured ratio") defines which part of the liability from the insured loan will be covered by the insurance if an insured event occurs (hereinafter referred to as "the partial insurance").
3.4.
An insurance contract can also include additional insurance:
- agreed sum insurance against working incapability of the insured according to the PN clause;

or together:
- agreed sum insurance against working incapability of the insured according to the PN clause;
- agreed sum insurance against loss of job of the insured according to the ZZ clause;

with indemnity derived from proper instalments of the insured loan.
3.5.
The policyholder is obliged to pay modal premiums for any insurance taken out under the insurance contract within the given time limit, as stipulated in the insurance contract.

Article 4 – Formation of insurance contract and changes thereto
4.1.
An insurance contract is entered into in the mode of entering into an insurance contract on behalf and on the account of the insurer.
4.2.
The insurance is automatically interrupted from its beginning until to the first day of using the insured loan. If the insured loan was used before the day of the insurance inception, the insurance is not interrupted.
4.3.
The policyholder is obliged to notify the insurer, without undue delay, of any change in the insured loan which might affect the insurance contract, in particular:
a) one-off redemption of the balance of the insured loan,
b) partial redemption of the insured loan or any other change in the instalment schedule altering the amount of repayments or the day of the final maturity of the loan,
c) the fact that no justified debt of the insured arose to the provider of the loan.

4.4.
The consent of the person, whose right to financial claims from insurance has been pledged or assigned, is necessary for making any changes in the insurance. Changes can be made only after the relevant consent has been delivered to the insurer.

4.5.
The policyholder has the right to apply for:
a) change of the additional insurance;
b) change of the payment frequency;
c) change of the insurance period;
d) change of the insured ratio.

Article 5 – Termination of insurance

5.1.
Any insurance based on an insurance contract, apart from the cases specified by the New Civil Code (NOZ – abbreviation of the Czech title), is – differently from the NOZ – cancelled in the following cases as well:
- on the day of the occurrence of the insured event relating to the insurance against disability according to the VI clause;
- redemption of the insured loan provided that it is redeemed before the end of the insurance period (art. 5.2.);
- withdrawal from the insurance contract as a result of non-using the loan (art. 5.3.);
- acceleration of the insured loan (art. 5.4.);
- withdrawal of the consent to the processing of data about the insured event (art. 2.4.3.);
- withdrawal of the consent to the processing of sensitive data (art. 2.8.3. of the Conditions of Personal Insurance);
- expiry of the insurance year in which the insured celebrates her/his 75th birthday;
- notice of cancellation within 2 months (art. 5.5.).

5.2.
Repayment of the insured loan
5.2.1.
If the loan has been repaid prematurely, the policyholder is obliged to notify the insurer of this fact without undue delay. In such cases the insurer is entitled to premiums until the end of the month in which the loan was redeemed. Premature repayment of the loan needs to be proved by a relevant confirmation issued by the person whose right to financial claims from the insurance has been pledged or assigned.
5.3.
Withdrawal from the insurance contract as a result of non-using the loan
5.3.1.
The policyholder has the right to withdraw from the insurance contract if s/he delivers to the insurance company a confirmation that no justified debt has arisen from the insured loan since the beginning of the insurance. The non-creation of the justified debt from the insured loan must be documented by a relevant confirmation from the person whose right to financial claims from the insurance has been pledged or assigned. The policyholder may exercise this right within 24 months following the beginning of the insurance, otherwise this right shall expire.
5.4.
Acceleration of the loan
5.4.1.
The insurance contract is cancelled on the day on which the loan provider declares the insured loan to be immediately fully mature, taking a legal action in accordance with the conditions of the loan contract.
5.5.
Notice of cancellation within 2 months following the contract's arrangement
5.5.1.
If the insurer cancels the insurance contract within 2 months following its arrangement, the insurer's entitlement to the premium expires, unless, in the course of the insurance period, the insurer became obliged to provide insurance indemnity. The policyholder then becomes entitled to the refund of all paid premiums,
5.6.
Termination of additional insurance
5.6.1.
Apart from the cases specified above, additional insurance is also individually cancelled:
- by withdrawal from the part of the insurance contract concerning the relevant additional insurance;
- cancellation of the part of the insurance contract concerning the relevant additional insurance;
- refusal to provide indemnity from the relevant additional insurance.

5.6.2.
The additional insurance against working incapability is terminated if insured events of working incapability last 500 days in total during the period of 730 consecutive days. In such cases, the insurance against working incapability expires on the last day of the above specified time limit.
5.6.3.
For the reasons defined in article 5.6., only the following insurance can be cancelled separately:
- insurance against loss of job of the insured;

or they are always cancelled together:
- insurance against working incapability and insurance against loss of job of the insured.

Article 6 – Insurance indemnity

6.1.
Death, occurrence of 3rd grade disability
6.1.1.
If the insured event relating to the insurance against death according to the PS clause and the insurance against the occurrence of the 3rd grade disability according to the VI clause occurs during the first 26 months following the day of entering into the loan contract concerning the insured loan, and the insured loan has not been fully used, the insurer will provide the beneficiary with insurance indemnity in the amount of the stipulated sum insured.
6.1.2.
If the insured event relating to the insurance against death according to the PS clause and the insurance against the occurrence of the 3rd grade disability according to the VI clause occurs during the first 26 months following the day of entering into the loan contract concerning the insured loan, or if the insured loan has been fully used, the insurer will provide the beneficiary with insurance indemnity in the amount of the amount receivable (debt) from the loan as at the day of the insured event's occurrence. In the case of partial insurance, the insurer will provide the beneficiary with insurance indemnity in the amount of the debt from the loan multiplied by the insured ratio.
6.1.3.
The sum insured stipulated in the insurance contract is the limit of insurance indemnity for the insurance against death or the occurrence of the 3rd grade disability.
6.1.4.
No deferred period is arranged for the insurance against the 3rd grade disability duration; however, the waiting period is 12 months.
6.2.
Incapability to work
6.2.1.
If an insured event relating to the insurance against working incapability according to the PN clause occurs, the insurer provides the beneficiary with insurance indemnity of the product of the insured loan's proper monthly instalment and the number of instalments if this instalment is due in the period in which the insured event of the insured's sick leave lasts. The insurance

indemnity also includes the waiver of modal premiums in the period when the insured event of the working incapability lasts.
6.2.2.
No insurance indemnity is provided for the period in which the instalments of the insured loan are interrupted in the course of the insured event of sick leave.
6.2.3.
The time limit of indemnity in the additional insurance against working incapability is 12 months for one insured event.
6.2.4.
Elimination period of 28 days is prescribed for the insurance against working incapability.
6.2.5.
The insured is obliged to notify the insurer of the working incapability's occurrence without undue delay after the expiry of the deferred period, however, no later than within 3 months following the commencement of her/his sick leave. If the insured fails to notify the insurer of the insured event in this period, s/he is obliged to state what serious fact prevented her/him from meeting this obligation and to document it. If the insured fails to prove this fact, the insurer has the right to reduce insurance indemnity to the amount corresponding with average length of treatment of the particular injury or disease. The provision of this paragraph does not affect the insurer's right to reduce insurance indemnity in compliance with section 2800(2) of the NOZ.
6.3.
Loss of job
6.3.1.
If an insured event relating to the insurance against loss of job according to the ZZ clause occurs, the insurer provides the beneficiary with insurance indemnity of the product of the insured loan's proper monthly instalment and the number of instalments if this instalment is due in the period in which the insured event of the insured's unemployment lasts. In the case of partial insurance, the insurer provides the beneficiary with insurance indemnity multiplied by the insured ratio. The insurance indemnity also includes the waiver of modal premiums in the period when the insured event of the loss of job lasts.
6.3.2.
No insurance indemnity is provided for the period in which the instalments of the insured loan are interrupted in the course of the insured event of unemployment.
6.3.3.
The time limit of indemnity in the additional insurance against loss of job is 6 months for one insured event.
6.3.4.
The deferred participation of 2 months and the waiting period of 6 months are prescribed for the insurance against loss of job.
6.4.
The insurance against working incapability and against loss of job allow the insured to apply for advance payments in the amount of instalments of the insured loan if it is apparent that the insurer will be obliged to provide insurance indemnity in same amounts.

GENERAL INSURANCE TERMS AND CONDITIONS OF INDIVIDUAL INSURANCE
as of 01/01/2014

Article 1 – Opening and general provisions
1.1.
This private insurance (hereinafter referred to as "the insurance"), provided by Komerční pojišťovna, a. s., company registration number 63998017, registered address: Karolinská 1/650, 186 00 Prague 8 (hereinafter referred to as "the insurer"), is regulated especially by Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as "the NOZ") and by the insurance contract of which these insurance terms and conditions form an integral part. If the insurance also includes assistance services, the conditions of providing these assistance services also form an integral part to the insurance contract.
1.2.
This insurance, as well as the rights and duties arising from it, follow the legislation of the Czech Republic (hereinafter referred to as "the CR"). In case of 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 written and paid in the currency valid in the territory of the CR.
1.5.
The effectiveness of the insurance is not restricted by the territory, unless the insurance contract stipulates otherwise.
1.6.
Legal actions the content of which causes no inception, change, cancellation of the insurance, or assertion of the right to insurance indemnity, do not have to be made in writing if they are taken 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 may stipulate the time period according to an insurance month/year. An insurance month/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 day in the last month, then the insurance month/year commences on the last day of the month.

Article 2 – Inception of insurance and changes thereto
2.1.
Insurance commences at 00:00 am on the day stipulated in the insurance contract as at the insurance inception day.
2.2.
The process of entering into an insurance contract may follow various modes.
2.2.1.
Mode of entering into an insurance contract on behalf of the insurer
2.2.1.1.
An insurance contract draft is prepared by the insurer's employee, or by an insurance intermediary authorised by the insurer, on behalf of the insurer; this person also submits the draft to the future policyholder (insurance applicant) for acceptance.
2.2.1.2.
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:
a) accepts the draft by signing the original copies and returning at least the one intended for the insurer to the insurance intermediary, or delivering the signed original copy directly to the insurer, or
b) accepts the draft by remitting the premium to the insurer's account, or
c) 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.

2.2.1.3.
If the policyholder accepts the draft by signing it or by paying the premium, the insurer will issue and deliver, without undue delay, a policy to the insured as a confirmation that the insurance contract has been entered into.
2.2.2.
Mode of submitting an insurance contract draft to the insurer
2.2.2.1.
The insurance contract draft shall be prepared by an insurance intermediary together with the future policyholder (insurance applicant) and submitted to the insurer to examine it and accept it, if possible.
2.2.2.2.
Starting from the date of the draft submission, the insurer has 1 month to accept it, unless the draft stipulates a period longer. In the course of this time period, the insurer either:
a) accepts the draft by issuing and delivering a policy to the policyholder as a confirmation of entering into the insurance contract, or
b) does not respond to the draft within the given period by which the draft shall be considered refused and no insurance contract is entered into, or
c) prepares a new draft and delivers it to the policyholder.

2.2.2.3.
Unless the new draft provides otherwise, the policyholder has 1 month to accept the new draft. During this period the policyholder:
a) accepts the new draft by signing the original copies and returning at least the one intended for the insurer to the insurance intermediary, or delivering the signed original copy directly to the insurer, or
b) accepts the new draft by remitting the premium to the insurer's account if the new draft explicitly permits it, or
c) does not respond to the draft within the given period, or refuses it or changes it in any other way by which the new draft is considered refused and no insurance contract is entered into.

2.2.2.4.
If the policyholder accepts the new draft by signing it or by paying the premium, the insurer will issue and deliver, without undue delay, a policy to the insured as a confirmation that the insurance contract has been entered into.

2.2.3.
Mode of entering into a short-term insurance contract (shorter than 1 year) using electronic means
2.2.3.1.
The insurance contract draft is prepared, on behalf of the insurer, using a web application on the Internet portal (hereinafter referred to as "the electronic system"), then it is submitted to the future policyholder (insurance applicant), based on her/his requirements, applying means that enable the content to be recorded.
2.2.3.2.
A time limit for accepting the draft runs for the policyholder from the required beginning of the insurance period. If the policyholder chooses the day of the insurance period commencement in the period from the draft submission until the following working day, the time limit for the draft acceptance will be extended to the 2nd working day following the day of commencement. In the course of this period, the policyholder accepts the draft:
a) by remitting the premium to the insurer's account, or
b) the policyholder does not pay the premium in this period of time by which the draft is considered refused and no insurance contract is entered into.
2.2.3.3.
If the policyholder accepts the draft by paying the premium, the insurer will, without undue delay, issue the policy and deliver it to the policyholder as a confirmation of entering into the insurance contract.
2.3.
The insurer is obliged to express its opinion on the application for a change of 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.
2.4.
Provision on entering into an insurance contract apply similarly to entering into amendments to insurance contracts.
2.5.
If the participants agree on a change of the scope of insurance in the course of its existence, these changes come into force at 00:00am of the day specified in the particular insurance contract amendment.

Article 3 – Duty to answer questions truthfully
3.1.
The insurance applicant, the policyholder and the insured are obliged to truthfully reply to the insurer's written questions, to provide complete information and not to conceal any substantial piece of information, or to submit the documents necessary for this purpose.
3.2.
The facts ascertained by the insurer from these answers may only be used for the purposes of the insurer's legitimate interests and fulfilment of statutory obligations, otherwise they may solely be used with the consent of the person whom the information concerns.

Article 4 – Premium, method of its payment and consequences of non-payment
4.1.
The policyholder is obliged to pay premiums for stipulated insurance terms (regular premium) or a single premium for the entire insurance period (single premium).
4.2.
By this contract, the policyholder undertakes to pay premiums to an account specified by the insurer, in the stipulated amount, using the stipulated method, in a due and timely manner and stating correct payment symbols.
4.3.
The policyholder is responsible for correct indication of payment symbols for the payment of the premium enabling the identification of the payment at the insurer's account, including the consequences related thereto.
4.4.
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.
4.5.
The regular premium always becomes due on the first day of the insurance term. 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.
4.6.
The contracting parties have agreed that the insurer accommodates its claims for premiums, starting from the oldest one, by payment of the premium in the order in which they have been credited to its account.
4.7.
The insurer has the right to reduce insurance indemnity by any due premium and by any other payable claims concerning the insurance.
4.8.
If the insurance has been cancelled, the insured becomes obliged to return any overpayments of the premium or any unearned premiums to the policyholder. However, the insurer has no obligation to return to the policyholder any overpayments of the premium or any unearned premiums up to CZK 100 inclusive.

Article 5 – Insured event
5.1.
An insured event is an unexpected event, i.e. it cannot be foreseen when it happens or whether it will happen at all, and it corresponds with the definition of the insured risk as specified in the insurance contract. Only an uncertain event occurring independently of the insured's or the beneficiary's will can be considered an insured event.
5.2.
The insured event is defined for each insurance arranged separately. Several insured events may arise from the very same cause simultaneously.
5.3.
The beneficiary is obliged to prove to the insurer that the insured event, corresponding with the definition in the insurance contract, has occurred. Once the occurrence and the scope of the insured event have been proven, the insurer becomes obliged to provide insurance indemnity.
5.4.
Beneficiary
5.4.1.
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.
5.4.2.
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 arise to this person, then right to insurance indemnity arises to the persons specified under sec. 2831 of the NOZ.

5.4.3.
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 6 – Pledge charging a claim from an insurance contract, assignment of a debt from an insurance contract
6.1.
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").
6.2.
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.
6.3.
If the claim has been assigned, the insurer will pay insurance indemnity to the person to whom the right has been assigned within the scope of assignment.
6.4.
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.
6.5.
The 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 7 – Delivering to the Client
7.1.
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 know 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.
7.2.
The Client is obliged to notify the insurer of a change in the delivery address without undue delay.
7.3.
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.
7.4.
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. 7.5.) is considered delivered on the seventh day following the sending of the document.
7.5.
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.

7.6.
The Client has the right to invoke the nullity of the contractual presumption of delivery time set according to articles 7.4. and 7.5. 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.
7.7.
Delivering via electronic means
7.7.1.
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.
7.7.2.
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.
7.7.3.
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.
7.7.4.
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 8 – Delivering to the insurer
8.1.
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.
8.2.
Delivering by insurance intermediaries
8.2.1.
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.
8.2.2.
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.
8.2.3.
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.
8.3.
Delivering via electronic means
8.3.1.
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.
8.3.2.
An electronic system is such a communication tool, including an electronic system of the 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.
8.3.3.
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.
8.4.
Delivering via electronic means
8.4.1.
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.
8.4.2.
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 9 – Personal data processing
9.1.
Processing of personal data in connection with the insurance contract
9.1.1.
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.
9.1.2.
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.
9.2.
Consent to sharing the data within the group
9.2.1.
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 analysing 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.
9.2.2.
The consent of the Client, according to art. 9.2.1., is effective only 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.
9.2.3.
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.
9.3.
The Client is obliged to inform the insurer of any change in the processed personal data without undue delay.
9.4.
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.

9.5.
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, 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 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.
9.6.
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 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.

CONDITIONS OF PERSONAL INSURANCE
as of 01/01/2014

Article 1 – The insured
1.1.
The insured is the person named in the insurance contract.

Article 2 – Processing of sensitive data
2.1.
The insurer has the right to ascertain the state of health, financial situation and other information about the insured, possibly also about the policyholder, when entering into the insurance contract, for the duration of the insurance or when providing indemnity from the insurance.
2.2.
Upon the insured's, or possibly the policyholder's, signing of the insurance contract draft or the medical questionnaire (for the purposes of this article hereinafter referred to as "the insured"), if the insurance includes premium waiver, 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.
2.3.
At the insurer's request, the insured is obliged to obtain, at her/his own expense, the necessary medical documentation required by the insurer.
2.4.
The insurer may require the insured to undergo a checkup, or more precisely a medical examination at the health-care provider appointed by the insurer. The insurer does not cover the cost of the insured's transport.
2.5.
The insurer's right to ascertain and investigate the state of health of the insured will mainly be used when entering into the insurance contract, amendment to the insurance contract and during a claim handling – even after the death of the insured.
2.6.
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 not fault of the creditor.
2.7.
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.
2.8.
Consent to medical data processing in connection with the insurance contract
2.8.1.
If the text of the insurance contract draft so stipulates, the insured grants, by signing the insurance contract or the medical questionnaire, 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.
2.8.2.
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.
2.8.3.
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 cancellation of the insurance and, unless the insurance contract stipulates otherwise, in extinguishment of the beneficiary's entitlement to insurance indemnity 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. In this case, the insurer is entitled to premiums for the period of the insurance duration, unless the insurance contract stipulates otherwise.
2.8.4.
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 3 – Insured risks in personal insurance
3.1.
Insured risks are potential causes of the insured event to which the insurance contract applies and they are explicitly specified in the insurance contract.
3.2.
The insurer is obliged to provide insurance indemnity only if the loss event occurring from the insured risk meets the conditions of the insured event defined by the insurance contract and the respective clause, and no insurance exclusion applies to it, unless the insurance contract stipulates otherwise. The insurance contract may limit the insured event's occurrence only to a specific event or a related fact (e.g. traffic accident, temporary stay abroad, use of an assistance service, etc.).
3.3.
Injury
3.3.1.
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.
3.3.2.
Death by drowning, near drowning and strike of lightning are also considered an injury provided that they occur independently of the insured's will.
3.3.3.
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.

3.3.4.
The following is not/are not considered an injury:
a) formation and aggravation of hernias and tumours of all kinds and origins, of varicose ulcers, diabetic gangrenes, formation and aggravation of aseptic inflammations of tendon sheaths, bursitis, synovitis, epicondylitis, spinal disc prolapse and thereto related problems, including vertebrogennic algic syndromes – even if the listed problems have been provoked by injury or a sudden vascular accident;
b) mental or psychiatric disorders – even if induced by an injury;
c) collapses, epileptic or other fits and spasms affecting the whole body – unless they occur as a sole result of an injury;
d) infectious diseases – even if transmitted by wounds caused by an injury;
e) work-related injuries and diseases – unless they are of injurious nature as defined in these insurance terms and conditions;
f) aggravation or manifestation of a disease as a result of an injury;
g) heart attack or brain strokes.

3.4.
Waiting period
3.4.1.
If the insurance contract stipulates a waiting period for a specific insured risk, then the insurer has no obligation to provide insurance indemnity for loss events the cause of which arose during the waiting period running from the beginning of effectiveness of the particular insurance and which would otherwise be considered insured events, unless further specified otherwise.
3.4.2.
If any new insurance is added to the existing insurance contract or if its sum insured is increased ("hereinafter referred to as "the increase of insurance protection") during the insurance period, the insurer indemnifies from the amounts of the increased insurance protection only after the expiry of the relevant waiting period – if the insurance contract stipulates it for the particular insured risk – which runs from the moment of increasing the insurance protection. If an insured event occurs due to the increase of the insurance protection in this waiting period, the insurer is obliged to provide insurance indemnity in the scope of the insurance protection stipulated before the change thereto.
3.4.3.
However, the waiting period is not applied if the insured event arose as a result of injury occurring in the insurance period.
3.5.
Deferred period
3.5.1.
If the insurance contract stipulates a deferred period for a specific insured risk, then the insured event can occur only from the loss event the adverse consequences of which last longer than for the stipulated deferred period.
3.5.2.
The deferred period may be defined in the insurance contract as follows:
a) deferred participation – which is not included in the calculation of the entitlement to insurance indemnity counted from the period of the loss event duration, or
b) elimination period – which is included in the calculation of the entitlement to insurance indemnity counted from the period of the loss event duration.

3.6.
Time limit of indemnity
3.6.1.
If the insurance contract stipulates a time limit of indemnity for a specific insured risk, then the period which is included in the calculation of the entitlement to insurance indemnity counted from the period of the loss event duration must not exceed the value of the time limit of indemnity.
3.6.2.
The insurance contract can stipulate the time limit of indemnity:
a) for one insured event, or
b) for all insured events occurring in a particular period of time (e.g. in an insurance year or for the entire insurance period).

Article 4 – Obligations in asserting the right to insurance indemnity for an insured event
4.1.
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.
4.2.
Before the settlement of the claim, the insurer has the right to require of the insured and/or 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.
4.3.
The insurer has the right to require other documents to be submitted if it is necessary for the proving of the insured event's occurrence.
4.4.
The insured is obliged to undergo, at the insurer's request, a medical examination at the health-care provider appointed by the insurer, to prove her/his identity by showing the ID or any other valid identification document to the physician. If the insured refuses to undergo the checkup or fails to provide the necessary information and documents, the insurer can proportionally reduce the insurance indemnity or, in justified cases, even refuse to pay out the indemnity at all.
4.5.
Unless these obligations have been met, the insurer provides no insurance indemnity, or suspends the payment until the prescribed obligations are met.

Article 5 – Exclusions and limitations of insurance indemnity
5.1.
Exclusions and limitation of personal insurance
5.1.1.
The insurer will not indemnify 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, ideological or religious motives), insurrection, coups, uprising, or international peace or security mission;
b) if occurred as a result of nuclear energy impact, ionization, radiation or radioactive contamination;
c) if occurred during the insured's driving of a motor vehicle, or operating of a machine, the operation of which requires of the insured to hold the prescribed licence but the insured does not hold such a document, or in the period in which the insured is banned from driving a motor vehicle or operating a machine, or when the relevant licence has

been revoked, or if the insured used the motor vehicle or the machine without authorisation, or if the insured knowingly allowed such a person to drive the motor vehicle or operate the machine;

d) if occurred when working with explosives, unless the insurance contract explicitly stipulates otherwise;
e) if occurred in relation to professional performance of sports by the insured, unless the insurance contract explicitly stipulates otherwise;
f) if occurred when performing the work of a bodyguard, animal trainer, stuntman, acrobat, or when providing direct-contact erotic services, unless the insurance contract explicitly stipulates otherwise;
g) in consequence of the insured's congenital defect, or a diagnosed disease or injury occurring before the commencement or a change of the insurance and not stated by the insured in her/his answers to the insurer's questions in relation to entering into the insurance contract or amending it.

5.1.2.
The insurer has the right to reduce insurance 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 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.

5.2.
Other exclusions and limitations specific for accident insurance
5.2.1.
The insurer also does not indemnify from the accident insurance for the following loss events:

a) if occurred in connection with performing risky sports or adrenaline activities: bungee-jumping, rafting, water jumping, shark-diving, aqualung diving, skiing; snowboarding, skiing and skibobbing outside marked tracks, or on marked tracks outside operating hours; acrobatic skiing and snowboarding, ski jumping and ski flying, heli-skiing(biking), motoskijöring, riding a competition sleigh, competition skibob or competition luge sled, snowrafting, zorbing, canoeing, black-water-rafting, speleological activities, boxing, ultimate fighting;
b) if occurred in connection with performance of mountain-climbing, including alpine hiking, i.e. hiking or climbing on a terrain of 2 UIAA difficulty and above (climbing when three fixed points technique is required), including climbing on tracks secured in advance, mountain hiking outside permitted tourist tracks and hiking ona glacial terrain; in areas more than 3,000 m above sea level and moving on a terrain of lower difficulty;
c) if occurred in connection with flying any means (e.g. flying ultralight planes, flying motor-less planes, paragliding, parasailing, parachuting from planes and from heights), excluding aircrafts of a regular air carrier or a special group flight registered with OAG Worldwide Flight Guide;
d) if occurred in connection with expeditions to places with extreme climate or natural conditions; to remote and vast, unpopulated areas (deserts, arctic areas, etc.);
e) if occurred in connection with the insured's active participation in races, competitions, shows and exhibitions, or with preparation for them as the driver or co-driver of motor vehicles or when horse riding;
f) if occurred in connection with the insured's active participation in organised sports competitions and preparation for them, except for chess competitions, board games and sports, unless the insurance contract stipulates otherwise.

The exclusion from the accident insurance does not apply if the injury occurred at the insured's performance of a sports activity, including the sports activity performed as the insured's regular profession which is specified in the insurance and for which the relevant premium loading is paid, unless the insurance contract stipulates otherwise.
5.2.2.
Apart from the cases specified above and prescribed by legislation, the insurer has also the right to reduce indemnity from the accident insurance by up to one half if the insured fails to obey the request of a police officer/constable and refuses to undergo a medical examination or a 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.
5.2.3.
The insurance specified by clauses of life insurance or sickness insurance is also considered to be accident insurance provided that the insurance contract explicitly stipulates that the insured event must solely arise as a result of an injury, or the identification of the clause contains "/U" (e.g. insurance against disability due to injury – VI/U clause, insurance against hospitalisation due to injury – PH/U clause, insurance against incapability to work to injury – PN/U clause, etc.).

Article Z – Life insurance clauses
The insurance in the scope of the following clauses can only be arranged as agreed sum insurance.

PS clause – Insurance against death
PS.1.
The insured event is the insured's death occurring during the insurance.
PS.2.
The insurer is not obliged to indemnify if the insured dies in suicide committed within 2 years following the commencement of the insurance. If suicide is committed after the change in the insurance consisting of the insurance protection increase has been made, the insurer is obliged to indemnify in the scope of the increased insurance protection only after 2 years of the particular change have expired.
PS.3.
The insurer is not obliged to indemnify if the insured dies in connection with the consumption of alcohol or other narcotic or psychotropic substances or agents containing such a substance, drug abuse or poisoning as a consequence of consuming solid, liquid or gaseous substances due to negligence, or when handling these substances.
PS.4.
The day of the insured event's occurrence is the day on which the insured died.

PS.5.
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.

VI clause – Insurance against the occurrence of disability
VI.1.
The insured event is the occurrence (as stipulated in the insurance contract) of the decrease in the insured's capability to perform any gainful activity owing to her/his limited physical, sensory and mental abilities caused by the insured's long-term health condition affecting her/his ability to use her/his achieved education, knowledge and skills, ability to continue in the previous gainful activity or ability to be retrained compared to the state of the insured before the occurrence of her/his long-term health condition, provided that it lasts longer than for the deferred period stipulated in the insurance contract, and occurred during the insurance.
VI.2.
The following can be arranged in the insurance contract:
a) insurance against the 3rd grade disability when the insured's capability to work must be decreased by at least 70 %;
b) insurance against the 2nd and 3rd grade disability when the insured's capability to work must be decreased by at least 50 %;

so that the loss event occurred can be considered an insured event.
VI.3.
When determining the decrease in working capability, the insurer bases on the insured's state of health proved by the results of functional examinations while taking into account whether or not the handicap permanently affects the insured's capability to work, whether or not the state of health has been stabilised, and whether or not the insured has adapted to her/his handicap, and if s/he can be retrained to a gainful activity different from the one s/he has been doing so far.
VI.4.
The percentage of the decrease in the continuous gainful activity is solely assessed by the insurer on the basis of the insured's medical documentation, opinion (documents) of the health-care facility appointed by the insurer, decision of the relevant body of the CR to acknowledge the insured's disability and the table assessing the decrease in the capability to work. It also applies that this working incapability occurred as a result of the insured's disease or injury and that other conditions of the insurance contract have been met. The assessment table can be inspected at the insurer's headquarters.
VI.5.
Insured events are not any loss events occurring:
a) in connection with performing risky sports or adrenaline activities: bungee-jumping, rafting, water jumping, shark-diving, aqualung diving, skiing; snowboarding, skiing and skibobbing outside marked tracks, or on marked tracks outside operating hours; acrobatic skiing and snowboarding, ski jumping and ski flying, heli-skiing(biking), motoskijöring, riding a competition sleigh, competition skibob or competition luge sled, snowrafting, zorbing, canoeing, black-water-rafting, speleological activities, boxing, ultimate fighting;
b) in connection with performance of mountain-climbing, including alpine hiking, i.e. hiking or climbing on terrain of 2 UIAA difficulty and above (climbing when three fixed points technique is required), including climbing on tracks secured in advance, mountain hiking outside permitted tourist tracks and hiking on a glacial terrain; in areas more than 3,000 m above sea level and moving on a terrain of lower difficulty;
c) in connection with flying any means (e.g. flying ultralight planes, flying motor-less planes, paragliding, parasailing, parachuting from planes and from heights), excluding aircrafts of a regular air carrier or a special group flight registered with OAG Worldwide Flight Guide;
d) as a result of intentional self-inflicted injury of the insured, psychiatric or psychological diagnosis;
e) in connection with the consumption of alcohol or other narcotic or psychotropic substances or agents containing such a substance, drug abuse or poisoning as a consequence of consuming solid, liquid or gaseous substances due to negligence, or when handling these substances;
a) as a result of AIDS, hepatitis B (VHB), hepatitis C (VHC).

VI.6.
There is no entitlement to insurance indemnity if the relevant body of the CR acknowledges the insured's disability during the waiting period stipulated in the insurance contract.
VI.7.
The day of the insured event's occurrence is the day on which the deferred period started at the commencement of the disability indicated in the final decision to acknowledge the insured's disability by the competent body of the CR; however, it is no sooner than on the day on which the decision to acknowledge the insured's disability came into force.
VI.8.
The insured event's occurrence is proved by the record of proceedings of the relevant body of the CR, decision of the relevant body of the CR to acknowledge the insured's disability, including the documents concerning the reasons for the disability acknowledgement and the necessary medical documentation applying to the insured event's occurrence.

ZZ clause – Insurance against loss of job
ZZ.1.
The insured event is the occurrence and duration of the insured's unemployment that started in the insurance period and meets the conditions that it lasts longer than for the deferred period stipulated in the insurance contract, the insured has no other employment and does not perform her/his profession or gainful activity (hereinafter referred to as "the usual profession") even for a certain part of the day, does not perform any managing or controlling activity in return for payment and is registered as a job applicant with the relevant body of the CR.
ZZ.2.
It also applies that the insured lost her/his job by having been dismissed by the employer for one of the following reasons:
a) if the employer or its part is being dissolved (s. 52(1)a of the Labour Code), or
b) if the employer or its part relocates (s. 52(1)b of the Labour Code), or
c) if the employee becomes redundant with respect to the decision of the employer or relevant body to change his/her tasks, technical equipment, to reduce the number of employees in order to increase work efficiency or to make other organizational changes (s. 52(1)c of the Labour Code),

or if, due to the above mentioned reasons, the employment was terminated by agreement which explicitly specifies the reason.

ZZ.3.
The insured event's occurrence is also conditioned by the fact that the unemployment started and lasts:
a) outside the period when the insured receives maternity benefits;
b) outside the period for which the insured is determined as having the 3rd grade disability in accordance with the disability pension rules in the CR;
c) before the insured reaches her/his retirement age in accordance with the retirement pension rules in the CR;
d) outside the period when the insured serves a term of imprisonment.

ZZ.4.
The insurance only applies to the citizens of the CR, citizens of other EU member states and citizens of a state other than an EU member state who have their permanent residency permit in the territory of the CR, and are employed on the basis of an employment contract, in compliance with the Labour Code, for an indefinite or definite period of one year or longer, and who meet the conditions for employment defined by the Employment Act.

ZZ.5.
No entitlement to insurance indemnity arises if the insured becomes unemployed during the waiting period stipulated in the insurance contract.
The waiting period in this insurance is the period from the beginning of insurance and also from the day on which each new employment relationship is established.

ZZ.6.
The insured event becomes effective upon expiry of the deferred period following the termination of the insured's employment and ends on the day of the insured event's occurrence.
The day of the insured event's occurrence is the day on which the time limit for indemnity stipulated in the insurance contract expires, or on which the insured starts performing her/her usual profession, or a managing or controlling activity in return for payment, or on which the insured reaches her/his retirement age according to the retirement pension rules in the CR, or when the insured's disability corresponding with grade 3 according to the disability pension rules in the CR is acknowledged, or on which the insured starts maternity leave or service of a term of imprisonment, or on the day on which this insurance is cancelled.

ZZ.7.
The insured event's occurrence shall be proved by:
a) copy of employment contract, earnings record, and notice or agreement to terminate employment with the date and reason for employment termination;
b) confirmation from the competent body of the CR of keeping the insured in the register of job applicants for the period of the insured event's effect;
c) employee-natural person – confirmation of net monthly earnings before the insured event's occurrence issued by the employer; if the insured is a citizen of a state other than an EU member state, s/he is also obliged to submit a copy of her/his work permit, or her/his permanent residency permit for the territory of the Czech Republic.

If the insured receives advance payments of indemnity in the course of the insured event's effect, s/he is obliged to submit once a month a confirmation issued by the competent body of the CR that the insured is kept in the register of job applicants. The insurer may extend this time period.
The insured is also obliged within one month to document and notify of the commencement of new employment, or of the fact that s/he has started to perform her/his usual profession or a managing or controlling activity in return for payment, or that s/he has reached the retirement age according to the retirement pension rules in the CR, or that s/he has been determined as having disability corresponding with grade 3 according to the disability pension rules in the CR, or started her/his maternity leave, or the service of a term of imprisonment, provided that such an event occurred before expiry of the time limit for indemnity (if stipulated in the insurance contract).

Article N – Sickness insurance clauses

The insurance in the scope of the following clauses can be taken out as both insurance against loss and damage and insurance of the agreed sum.

PN clause – Insurance against working incapability

PN.1.
The insured event is the occurrence and duration of medically necessary temporary incapability to work that started during the insurance period and is conditioned by the fact that it lasts longer than the deferred period stipulated in the insurance contract and that the insured cannot, based on the decision on temporary working incapability issued by a health-care provider operating in the territory of the CR, in any way perform – and does not perform – her/his profession or another gainful activity (hereinafter referred to as "usual profession") even for a certain part of the day, and does not perform any managing or controlling activity in return for payment.

PN.2.
The insured event's occurrence is also conditioned by the fact that the working incapability is a consequence of the insured's diagnosed disease and/or injury occurred during the insurance period.

PN.3.
The insured event's occurrence is also conditioned by the fact that the working incapability occurred and lasts:
a) in the period in which the insured's usual profession still exists;
b) outside the period when the insured receives maternity benefits;
c) outside the period for which the insured is determined by the competent body of the CR or a foreign state as having the 3rd grade disability in accordance with the disability pension rules in the CR;
d) before the insured reaches her/his retirement age in accordance with the retirement pension rules in the CR;
e) outside the period when the insured serves a term of imprisonment.

PN.4.
Insured events are not any loss events occurring:
a) as a result of AIDS, hepatitis B (VHB), hepatitis C (VHC);
b) in relation to back/spine pain, its consequences and complications, even if it there is a concurrence with other diagnoses;
c) as a result of a psychiatric or psychological diagnosis (diagnoses F00 – F99 according to international disease classification);
d) in relation to attempted suicide or self-inflicted injury of the insured;
e) in relation to pregnancy, birth and abortion;
f) in relation to cosmetic operations;
g) in connection with the testing of products which have not yet been approved, registered and authorised for production and distribution (pharmaceuticals, etc.) with consent of the insured;
h) in connection with the consumption of alcohol or other narcotic or psychotropic substances or agents containing such a substance, drug abuse or poisoning as a consequence of consuming solid, liquid or gaseous

substances due to negligence, or when handling these substances.

The following is not considered duration of the incapability to work:

i) treatment in sanatoriums, spas and rehabilitation centres except for the cases when the stay at these facilities is, from the medical point of view, a necessary part of the disease or injury treatment and the insurer expressed its consent thereto in writing beforehand;
j) stay of the insured in facilities treating alcoholism, drug addiction, gambling and other addictions;
k) the period following the day on which the insured's breach of the treatment regimen was discovered;
l) if the insured does not stay in the place approved by her/his attending physician (stated in the sick note), except for the cases when s/he undergoes a necessary medical treatment.

PN.5.

If, within 2 months of terminating the incapability to work, new incapability to work occurs due to the relapse of the disease or injury, or as a consequence of the disease or injury which caused the original incapability to work, this incapability to work is considered continuation of the original incapability to work. If new incapability to work arises after the expiry of 2 months following the termination of the original incapability to work, this another incapability to work shall be considered new working incapability.

PN.6.

If the incapability to work lasts longer than 2 months, the insurer may require the insured to undergo a checkup, or more precisely an examination at the health-care services provider appointed by the insurer aimed at re-examination of the necessity for the insured's sick leave – and this can be done even repeatedly.

PN.7.

The insurance only applies to:

a) citizens of the Czech Republic and the EU having their employment, based on an employment contract in compliance with the Labour Code, for an indefinite period or for a definite period of one year or longer,
b) citizens of a state other than an EU state having permanent residency permit in the territory of the CR and employed on the basis of an employment contract in compliance with the Labour Code for an indefinite or definite period of one year or longer, provided that they meet the conditions for employment defined by the Employment Act,
c) citizens of the Czech Republic and the EU who have income from an independent gainful activity registered and performed in the territory of the CR and who would lose the income from this gainful activity while on sick leave,
d) citizens of the Czech Republic serving the Czech Republic based on the Act governing the service of officers of security forces,
e) citizens of the Czech Republic serving the Czech Republic based on the Act governing the service of professional soldiers.

PN.8.

No entitlement to insurance indemnity arises if the disease, which caused the insured's incapability to work, was first diagnosed during the waiting period.

The waiting period for the purposes of this insurance is the period of the first 3 consecutive months from the beginning of the insurance. The waiting period in cases of working incapability related to pregnancy and child birth is 8 months.

PN.9.

The insured event starts to have effect upon expiry of the deferred period from the beginning of the insured's sick leave and ends on the day of the insured event's occurrence.

The day of the insured event's occurrence is the day on which the time limit of indemnity stipulated in the insurance contract expires, or when the duration of the insured's sick leave is no longer medically necessary, or when the insured starts to perform her/his usual profession or a managing or controlling activity in return for payment or when the insured's usual profession ceases to exist, or when the insured reaches her/his retirement age according to the retirement pension rules in the CR, or when the insured is determined as having the 3rd grade disability according to the disability pension rules in the CR, or when the insured starts her/his maternity leave or the service of a term of imprisonment, or when this insurance is cancelled.

PN.10.

The insured event's occurrence is proved by:

a) the insurer's form completed by the health-care provider – confirmation of working incapability stating the commencement, duration and termination of the insured's sick leave; the form must not be issued by the attending physician who is also the insured's close person;
b) for natural persons in an employer-employee relationship or in a public service relationship – confirmation of the insured's employment or public service, or confirmation issued by the employer that the insured is not in a notice period or has not terminated the employment by agreement;
c) for self-employed natural persons – a copy of the trade certificate or any other document proving the authorisation to undertake business.

If the insured receives advance payments of indemnity in the course of the insured event's effect, s/he is obliged to prove the continuation of her/his sick leave once. The insurer may extend this time period.

The insured is also obliged within one month to document and notify of the physician's decision to terminate the sick leave, or of the fact that s/he has started performing her/his usual profession or a managing or controlling activity in return for payment, or that her/his usual profession has ceased to exist, or that s/he has reached the retirement age according to the retirement pension rules in the CR, or that s/he has been determined as having disability corresponding with grade 3 according to the disability pension rules in the CR, or started her/his maternity leave, or the service of a term of imprisonment, provided that such event occurred before expiry of the time limit for indemnity (if stipulated in the insurance contract).