

**INSURANCE CONDITIONS
OF LIFE INSURANCE VITAL ALLEGRO**
of 01/09/2005**Article 1 - Opening and general provisions****1.1.**

This private insurance for case of death and maturity stipulated by Komerční pojišťovna, a. s., ID: 63998017, Karolinská 1/650, 186 00 Praha 8 (hereinafter "insurer") is regulated by especially Act No 37/2004 Coll., Insurance Contract Act (hereinafter "Insurance Contract Act") and the insurance contract with these insurance conditions as its integral part.

1.2.

The insurance contract is concluded, in the name and on behalf of the insurer, by Komerční banka, a. s., Na Příkopě 33, 144 07 Praha 1 (hereinafter "KB").

1.3.

This insurance, including the rights and duties arising from it, follows the legal environment of the Czech Republic. In case of any plea the Czech Republic courts of law are relevant.

1.4.

The Czech language is communication language. Crucial documents proving the insurance event have to be in the Czech language. In case they are in the foreign language also the certified translation is necessary to be added.

1.5.

All payments and amounts in connection with the insurance are written and paid in the currency valid in the Czech Republic territory.

1.6.

The relevant parts of the valid Act No 586/1992 Coll., Income Taxes Act, are applied on this insurance.

Article 2 - Definitions

The following terms are defined for these insurance conditions:

- **insurance contract** – for this insurance it means:
 - Proposal of the Insurance Contract – the insurer will receive one copy
 - Confirmation of the Proposal of the Insurance Contract – the policyholder will receive one copy
 - these insurance conditions
- **policy** – confirmation of the insurance contract conclusion
- **policyholder** – the person who concluded the insurance contract with the insurer and is obliged to pay the premium
- **insured** – person to whose life the insurance applies; in this insurance it is the same person as the policyholder
- **beneficiary** – a person who due to the insurance event has the right to the insurance indemnity, he/she is given in the insurance contract
- **appointed person** – a person who, due to the death of the insured, has the right to the insurance indemnity; he/she is given in the insurance contract
- **insurance of the agreed sum** – insurance in which, in case of an insured event, the agreed financial amount is paid out. The amount is independent of the occurrence or the extent of the loss.
- **insurance period** – period for which the insurance was concluded
- **insurance term** – period agreed in the policy for which the premium is paid
- **premium** – payment for the insurance
- **regular premium** – premium specified for the insurance term
- **single premium** – premium specified for the whole insurance period
- **insurance event** – an fact which is associated with the obligation of the insurer to provide insurance benefits
- **insurance indemnity** – the amount paid out in case of the insurance event
- **benefit from the insurance** – any amount paid out in case of the insurance event (death or maturity), capital value proportion withdrawal or surrender
- **capital value (reserve)** – the value of the insurance contract specified as at certain date by the insurance-technical principles of the insurer. It is created from the part of the premium as a reserve to cover the future insurer's obligations.
- **face amount** – it is amount calculated for the period of 5 years (hereinafter "the saving period"). At the beginning of the new saving period a new face amount for the new saving period res. for the rest period to the end of the insurance contract, if it is shorter than 5 years, will be calculated. This calculation will be done with the value of the contract at the end of the previous saving period, the expected future payments and the new technical interest rate.

- **total sum insured at maturity** – it is the amount given in the insurance contract. This amount is calculated as aggregate of the face amount and expected future regular premium payments in the next saving periods till the end of the insurance.
- **age at entry** – the difference between the calendar year of the beginning of the insurance and the calendar year of birth of the insured

Article 3 - Insured risks and options**3.1.**

In this life insurance of agreed sum the following risk coverages are included:

- death
- maturity

3.2.

The policyholder has also the right for surrender (with respect to the conditions given in Article 10).

Article 4 - Insurance inception**4.1.**

The insurance shall become effective at 00.00 a.m. on the day stipulated as the insurance inception in the insurance policy.

4.2.

Signing the proposal for the insurance conclusion by both contracting parties concludes the insurance contract. If the contract is concluded at distance, the insurance is concluded by the payment of the premium.

4.3.

The insurer will accept the proposal of the insurance contract within two months the proposal was received by the policyholder.

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

This insurance terminates by:

- death of the insured (Article 7)
- expiry of the insurance period if there is no prolongation (Article 5.2.)
- notice of cancellation (Article 5.3.)
- agreement of the contractual parties

5.2.

By the expiration of the insurance period the insurance is not cancelled, if the policyholder wouldn't inform the insurer 6 weeks before the end of the insurance period at least, that he/she has no interest on the future lasting of the insurance and if the insurance isn't cancelled by the other reason. In this case the insurance is prolonged for the next year (new insurance period) and it can be made repeatedly.

5.3.

Notice of cancellation

5.3.1.

The insurance shall expire by notice of the policyholder anytime; the consequence of this is surrender (Article 10).

5.3.2.

The insurer or the policyholder may terminate the insurance within 2 months after the date of conclusion of the insurance contract. An eight-day notice period shall commence on the date of delivery of the notice of cancellation, and the insurance shall expire upon the expiry of this notice period.

Article 6 - Premium, way of payment and consequences of non-payment**6.1.**

Premium can be paid regularly monthly or extra.

6.2.

The policyholder may, at any time and repeatedly during the insurance, pay extra premiums over and above the regular premium payments or single premium payment. The policyholder will inform the insurer of extra premiums in writing. Extra premiums will be remitted without a specific symbol. The insurer will use extra premiums credited with a technical interest rate to increase the face amount and total sum insured. If the premium isn't paid with the proper specific symbol, the insurer has the right to refuse/return this premium. The date of payment of the extra premium is the date this premium is credited to the insurer's account. There is no possibility to withdraw extra premium during the contract duration.

6.3.

The minimum level of regular premium paid by the policyholder is CZK 300 monthly; the minimum level of extra premium is CZK 5,000.

6.4.

The regular premium shall be payable on the first day of the insurance term.

6.5.

The date the premium is credited into the insurer's account is considered as the date of the settlement of the premium.

6.6.

If the premium payments have not been paid in the amounts and periods agreed on and given in the insurance contract, the face amount and total sum insured will be decreased in accordance with the approved insurance-technical rules.

Article 7 - Insurance Event**7.1.**

The insurance event is:

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

7.2.

In case of death of the insured, the insurer will pay the insurance indemnity to the appointed person (if this person is given in the insurance contract). If this person is not specified, the insurer will provide the indemnity to the persons mentioned in the Article 51, par. 2 and 3 of the Insurance Contract Act.

7.3.

In case of maturity the insurer provides the insurance indemnity to the insured as beneficiary.

7.4.

The beneficiary is obliged to notify the insurer, without unnecessary delay, of an insured event, to give a truthful explanation of the occurrence and scope of consequences of this event, to submit necessary documents (death certificate in case of death especially) and to proceed in a manner agreed in the insurance contract.

7.5.

In case of doubts the beneficiary is obliged to prove that the claims event happened.

Article 8 - Benefit from the insurance**8.1.**

In case of the death of the insured the insurer will pay out the insurance indemnity in the actual amount of the capital value as at the date of the death.

8.2.

In case of maturity the insurer will pay out the actual amount of the capital value as at the end of insurance.

8.3.

Ways of insurance indemnity payment:

8.3.1.

The payment of an insurance indemnity can be performed in one of the following ways (by the written request of the beneficiary):

- a) a lump-sum payment
- b) a lump-sum payment upon the expiry of an agreed number of years (deferred benefits payment)
- c) the payment of a lifetime pension (paid until the death of the beneficiary)
- d) the payment of a lifetime pension guaranteed for a certain period (paid until the death of the beneficiary, for at least a guaranteed minimum number of years)
- e) the payment of a pecuniary pension (payments of an agreed amount or for an agreed period)
- f) the payment of a transferable lifetime pension (paid until the death of the beneficiary; from the date of the death of the beneficiary the payments will be made to the person given in the request as the person to whom the pension payments are to be transferred at the amount of 60 % of the original lifetime pension)
- g) a combination of a lump-sum payment and the payment of one of the above pensions.

8.3.2.

The beneficiary must submit the request before the insurance benefit is paid. When the payments start it is not possible to change the stipulated mode of payment.

8.3.3.

The amount of the pension paid is established in accordance with approved insurance-technical rules valid as of the date of the indemnity payments (as of the date of the first pension payment). The annuity can be paid out only in monthly instalments and the minimum level of the monthly annuity is CZK 300.

8.3.4.

The value of a deferred indemnity will be increased by the profit sharing.

8.4.

The beneficiary is obliged to submit the insurer the requested documents for the paying of the sum insured or annuity, to inform the insurer about the changes that may influence the paying out the insurance indemnity. In case these duties are not fulfilled the insurer has a right not to pay any sum insured or not to start paying the annuity or to stop paying out the annuity, until fulfilling these duties.

Article 9 - Exclusions, limitations and rejection of the paying the indemnity**9.1.**

A person, who becomes entitled to the indemnity from the death of the insured, shall not be so entitled should such person will cause the death of the insured by an intentional criminal act which such person was found guilty by a court of law.

9.2.

In case of a suicide of the insured, the insurer pays out the concluded insurance indemnity even if the suicide happens during the first two years of the insurance duration.

Article 10 - Surrender**10.1.**

The policyholder may ask the insurer to pay out the surrender at any time after two months of the contract duration.

10.2.

The basis for the surrender calculation is the amount of the capital value as at the moment of the payment. The charge lowers the payment of surrender. Its amount is 5% of the capital value in the first year of insurance duration, 4% of the capital value in the second year of insurance duration, 3% of the capital value in the third year of insurance duration and 2% of the capital value in the fourth year of insurance duration. From the fifth year of the insurance duration the deduction is not charged for the surrender.

10.3.

The insurance terminates by the surrender payment.

Article 11 - Profit sharing**11.1.**

The insurer decides about the attributing of the profit sharing.

11.2.

The value of profit sharing is calculated from the average amount of the capital value of the contract and it is calculated and attributed generally annually.

11.3.

The insurer uses the attributed profit shares, increased by the technical interest rate, to increase the face amount and total sum insured at maturity.

Article 12 - Insured's/Policyholder's personal data processing**12.1.****Personal Data Processing****12.1.1.**

The insured's/policyholder's personal data, in compliance with Section 4, Par. a) of Act No. 101/2000 Coll., on protection of personal data, (except the sensitive ones), which the insured/policyholder awards to the insurer by the conclusion of the insurance contract or that the insurer obtained by a different legal way, or that he/she created by processing of data obtained in this way, can process in order to use this personal data within the subject of the enterprise of the insurer. That means to activities directly or indirectly related to insurance and reinsurance activity. The personal data can be sent to other states, in compliance with permission issued by the insurers according to section 27 of the quoted Act. The insurer will process personal data in the given way to the extent required by the insurance contract for a period necessary to ensure all rights and duties resulting from the insurance contractual relationship.

12.1.2.

The personal data of the insured/policyholder can be processed in the above mentioned scope and for above mentioned purposes without the explicit agreement of these persons.

12.2.

In this insurance the Insured's/policyholder's consent with the processing of their sensitive personal data is not necessary.

12.3.**Shared Personal Data Processing****12.3.1.**

The insured/policyholder also agrees that his/her Personal Data, excluding the sensitive personal data according to section 4 b of the quoted Act, are processed by the Insurer and every subsequent

Administrator, it also means the data transferred among them, for the purpose of achieving a better-quality care of the insured/policyholder, implementing Marketing activities, informing other Administrators of bonding capacity and credibility of the insured/policyholder, and analyzing the data. The insured/policyholder agrees that the Administrator processes his/her Personal Data for the purpose and in the extent mentioned above during the period after granting this consent until expiration of 4 years of termination of the last contractual or another legal relationship with any of the Administrators.

12.3.2.

The consent of the insured/policyholder, according to Article 12.3.1 of these insurance conditions, is effective only in relation to the insured/policyholder who signed the contract or the amendment to the contract (with these insurance conditions as an integral part), on the effective date, at the earliest, of these insurance conditions. For the insured/policyholder who signed, refused to sign or withdrew similar consent, the legal mode of the consent granted, refused or withdrawn before remains unchanged by the change of the insurance conditions.

12.3.3.

This consent to processing Personal Data is voluntary and the insured/policyholder is entitled to withdraw it anytime in relation to any Administrator. Consent withdrawal must be sent to the Insurer in a written form. Personal Data provision is voluntary unless a generally binding legal regulation stipulates otherwise.

12.4.

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

12.5.

Personal Data about the insured/policyholder is processed to the extent in which the insured/policyholder has provided it in relation to (a) request for contractual or other legal relationship, (b) with any contractual or another legal relationship established between him/her and the Administrator, or (c) which the Administrator has collected otherwise and processes them in compliance with valid legal regulations for the following purposes: (i) purposes included within the consent of the insured/policyholder, (ii) negotiations about the contractual relationship, (iii) performance of the contract, (iv) protection of the vital interests of the insured/policyholder, (v) authorized publishing of personal data, (vi) protection of the rights of the Administrator, recipient or other persons involved, (vii) filing kept in compliance with the law, (viii) offering business or services, (ix) handing over the name, surname, and address of the insured/policyholder for the purpose of offering business and services in compliance with generally binding legal regulations.

12.6.

If the insured/policyholder asks the Insurer in writing, he/she is entitled - in compliance with valid legal regulations - to the provision of information on Personal Data processed about him/her, the purpose and nature of processing of Personal Data, on recipients of this data and the Administrators. Furthermore, the insured/policyholder is entitled to ask the insurer for correction of Personal Data if it is discovered that the Personal Data processed by any of the Administrators does not correspond with reality. If the insured/policyholder finds out or thinks that the Administrator processes his/her Personal Data in violation of protection of the insured's/policyholder's private and personal life or in violation of legal regulations, he/she is entitled to seek an explanation from the insurer. If appropriate he/she is entitled to ask that the Insurer corrects such defective state. Irrespective of the preceding regulations of this paragraph, the insured/policyholder is entitled to contact the Office for Personal Data Protection (if the Administrator breached duties) with request to take appropriate measures for adjustment.

12.7.

For the purpose of the Article 12, the following is understood:

- the Administrator – the Insurer, Société Générale SA, B 552 120 222, the company established and existing pursuant to the French law, residing at 29 Boulevard Haussmann, 75009 Paris (SG), FSKB members and the Persons controlled by SG;
- Marketing activities – collection of activities, the purpose of which is informing the insured/policyholders about products and services of the Administrator, submitting an offer for their order, mediation or acquisition and evaluation of appropriate data for these purposes, this also by means of email;
- Members of the financial group of the Bank (FSKB members) - particularly Komerční banka, a.s., ID 45317054 (the Bank), Investiční kapitálová společnost KB, a.s., ID 60196769, Modrá pyramida stavební spořitelna, a.s., ID 60192852, Penzijní fond Komerční banky, a.s., ID 61860018, ESSOX s. r. o., ID 26764652 and other subjects in which the Bank has or will have capital

participation consisting in direct or indirect share in their basic capital;

- Persons controlled by SG – subjects that SG controls and that, at the same time, either (i) have or will have capital participation in subjects seated in the territory of the Czech Republic consisting in direct or indirect share in their basic capital, or (ii) have seat in the territory of the Czech Republic. If such subject is a member of FSKB, this subject is then included in the specification of FSKB members.

Article 13 - Delivering

13.1.

The policyholder is obliged to inform the insurer without undue delay about the change of the permanent residence address or corresponding address.

13.2.

Every information, announcements and requests relating to the insurance must be made in written form in Czech language and they are effective as of date of delivery to the other contractual party.

13.3.

The contractual parties are obliged to send the paper documents through the holder of the postal license ("post") to the address defined in advance or to the last known address of the other contractual party. The written documents for the policyholder, insured or beneficiary the insurer may give them directly by the insurer's employee or person authorized by the insurer.

13.4.

The written document sent to the addressee by the post ordinary is considered as delivered on the third day after the proved sending of the document to the corresponding address although the recipient didn't know about delivery.

13.5.

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

13.6.

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

13.7.

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

13.8.

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

13.9.

The written document sent to the addressee by the post is considered as delivered, if the document is undeliverable due other reasons.

Article 14 – Mailing address

The mailing address is Komerční pojišťovna, a. s., Palackého 53, 586 01 Jihlava or the relevant branch of Komerční banka, a.s., which is the main contact place for the handling of matters connected with the insurance.

Article 15 – Settlement of disputes

In the event of a dispute, it is possible to contact Komerční pojišťovna, a. s., Customer Service, Karolinská 1/650, 186 00 Praha 8, or the Czech National Bank.

Information duty regarding the Section 66 of the Insurance Contract Act

A.1. Tax deductions

This type of insurance makes it possible to use the advantages of decrease of the tax base, according to section 15, subsection 6 of Income Tax Act.

A.1.1.

Maximum amount which can be deducted for tax year is CZK 12,000 in total for all contracts the policyholder stipulated. The policyholder has to fulfil the following conditions to carry out the tax deductions:

- a) the policyholder has to be the same person as the insured

- b) the payment of the insurance benefit is agreed in the insurance contract to be after 60 months of the contract conclusion, at least
- c) the payment of the insurance benefit has to be in the calendar year in which the policy holder reaches 60 years of age, at least
- d) the stipulated sum insured has to be CZK 40,000, at least, concerning contracts with the insurance period from 5 to 15 years; concerning contracts with the insurance period longer than 15 years, it has to be CZK 70,000, at least

A.1.2.

Only the premium paid in the tax year can be used or the single premium that has to be calculated for individual periods, according to the insurance duration, with the accuracy to days.

A.1.3.

When terminating the insurance due the cancellation or shortening of the insurance period, the right to tax deduction expires and the policyholder is obliged to declare the taxes for the tax period, in which the conditions were breached, and specify the amounts of premium, by which the tax base was lowered in the previous years, as the tax base, according to section 10 of the Income Tax Act. The insurance contract in which the insurance indemnity or surrender won't be paid and at the same time the

reserve or capital value of the contract will be transferred to the new private life insurance contract satisfying the tax deductibility conditions are excluded.

A.2. Taxation of the benefit from the insurance

When paying the insurance benefit, the insurer is obliged to pay the related income tax instead of the insured:

- a) in case of maturity or in case of a partial withdrawal – 15 % of the profit (section 36, subsection 2, letter n) of the Income Tax Act)
- b) in case of surrender – 15 % of the profit (section 36, subsection 2, letter s) of the Income Tax Act)
- c) in case of death – 0 % (section 4, subsection 1, letter l) of the Income Tax Act)

A.3. Other information

Information about other circumstances subject to the insurer's obligation to disclose information under Section 66 of the Insurance Policy Act is contained directly in the text of these insurance conditions.