

ze dne 6, 12, 2021

Please read the following information thoroughly as it can help you better understand the nature and parameters of the risk life insurance TEAM and it can be essential in making your decision to enter into an insurance contract. The definitions used in this document can be found in article 17. of the Insurance terms and conditions.

#### Information about us

Insurer Komerční pojišťovna, a.s.

> registered office: nám. Junkových 2772/1, 155 00 Prague 5, Czech Republic registered with the Municipal Court in Prague, Section B, Entry 3362

company ID: 639 980 17

**Contact details** address: Komerční pojišťovna, a.s., Palackého 53, 586 01 Jihlava

address for filing your complaints: Komerční pojišťovna, a.s., Contact centre, nám. Junkových

2772/1, 155 00 Prague 5 e-mail: servis@komercpoj.cz

telephone – working days: + 420 800 10 66 10 (toll-free client services number)

or + 420 955 527 999

Website www.kb-pojistovna.cz

Solvency https://www.kbpojistovna.cz/cs/o-nas/hospodarske-vysledky

Supervisory body Czech National Bank

Governing law Czech law (especially Act No. 89/2012 Coll., Civil Code)

Language Czech (for all documentation and communication)

**Disputes** 

the competent courts of the Czech Republic or the Financial Arbitrator for any disputes relating to this insurance; in case of out-of-court settlement of a dispute: the Financial Arbitrator for life insurance disputes (see www.finarbitr.cz) or the Czech Trade Inspection Authority for non-life insurance disputes (see www.coi.cz)

Complaints can be addressed to the above shown contact; we will respond no later than within 30 days;

you can also approach the Czech National Bank (the e-form for filing your complaint is

available at www.cnb.cz)

#### Information about policyholder

Policyholder Company XY

registered office: address of company, Czech republic

registered with the Municipal Court ...

company ID xxx xxx xxx

Complaints

Complaints or claims of customers, insured or other entitled persons are accepted by the policyholder. If you are not satisfied with the handling of the complaint or claim, you can contact Komerční pojišťovna, a.s. at Komerční pojišťovna, a.s. Contact Center, nám. Junkových 2772/1, 155 00 Prague 5. If you are not satisfied with the handling of the complaint or claim through Komerční pojišťovna, a.s., you can contact the Ombudsman of Komerční banka, a.s. More detailed information on how to resolve complaints and claims can be found at www.kb-pojistovna.cz. In the case of complaints about the policyholder 's activities, which consists in offering the opportunity to become insured under this insurance, you can also contact the Czech National Bank at Na Příkopě 28, 115 03 Prague 1 (electronic complaint form is available at www.cnb.cz).

#### Information on collective insurance and its structure

Collective insurance

This insurance is a collective (group) insurance. This means that the policyholder offers the possibility to be insured collectively (i.e. more independent persons belonging to the same group) in the form of accession to the collective insurance contract concluded by him. In this case, the policyholder offers its employees the opportunity to be insured under a collective insurance contract which it has concluded with us and which governs this insurance.

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# Accession to insurance and its consequences

Individual insurance is created by joining a collective agreement based on the policyholder's decision.

Accession to the collective insurance contract, you are insured under collective insurance, but you do not become a policyholder, i.e. you are not a party to the collective insurance contract and you cannot dispose of it (change its content, terminate this contract or otherwise terminate it); however, you can request your exclusion from insurance at any time.

# The structure of individual insurance

Collective insurance is an insurance product that includes basic life insurance and the following supplementary insurance:

- a) insurance against disability;
- b) insurance against death by injury;
- c) insurance against permanent consequences of injury;
- d) insurance of work incapability;
- e) insurance against serious diseases.

Unless otherwise specified in the insurance contract.

#### Information about life insurance

#### **Basic insurance**

The basis of this product is insurance in case of death of the insured. In the event of the death of the insured, which occurs during the insurance period, we will provide the beneficiary with insurance benefits in the amount of the agreed sum insured.

#### Sum insured

The sum insured is determined by the policyholder.

#### **Exclusions**

Please note that the insured benefit will only be provided if no exclusion defined in the Insurance terms and conditions (art. 13.1 and art. 13.2) can be applied to the insured event; we therefore recommend reading the insurance contract carefully before entering into it.

#### Information about additional insurance

## Additional insurance variants

The following types of additional insurance can be arranged under the risk life insurance:

- a) insurance against disability;
- b) insurance against death by injury;
- c) insurance against permanent consequences of injury;
- d) insurance against work incapability;
- e) insurance against serious diseases

Individual types of additional insurance are summed up below, a more detailed description of the rights, obligations and conditions of these types of additional insurance can be found in the Insurance terms and conditions; please read them carefully.

## Additional premium

A special additional premium, included in the sum of the premium paid under the insurance contract, shall be paid for these types of additional insurance.

#### Sum insured

The sum insured is determined by the policyholder.

#### **Exclusion**

Exclusions are also defined for individual types of additional insurance, which means that no benefit will be provided in such events; the full summary of them can also be found in the Insurance terms and conditions (art. 13.1, 13.3, 13.4 and 13.5).

Exclusions specific to accident insurance include, for example, the active participation of the insured in races, competitions, shows or exhibitions or preparation for them, as a driver or codriver of motor vehicles or a rider on an animal. (art. 13.4 e), running risky sports and adrenaline activities (art. 13.4 a).

Any mental or psychiatric disorders, among other things, are not considered an accident, even though they were incurred as a consequence of an accident, as well as any collapses, epileptic or other fits and spasms. (art. 17.10).

#### **Benefit limit**

If you have several simultaneous insurance policies arranged with us against an accident and its consequences (death resulting from an accident, permanent consequences resulting from an accident), the insured benefit from all these insurance policies, based on one and the same cause, is limited to **CZK 10 million** for the insured, i.e. we will pay you an insured benefit from all such insurance policies up to the given limit maximum.

#### Information about additional insurance against disability

#### Insurance variants

Insurance for the Disability of the Insured can be arranged in the following variants and scope:

- a) insurance against disability of 3rd degree;
- b) insurance against disability of 2nd and 3rd degree.

#### Disability

We will provide an insured benefit under this additional insurance if the definition of disability according to these Insurance terms and conditions has been met and, at the same time, if the competent body of the Czech Republic has acknowledged the insured's level two or level three disability on the basis of a disability assessment report during the period of cover. However, we will not provide benefits if such a declaration of disability occurred during the first:

- a) 12 months of insurance in the case of invalidity insurance 3rd. degree:
- b) 18 months of insurance in the case of disability insurance 2nd. degree; (except for disability caused by an accident that occurred during the insurance period; in such a case, we will provide benefits regardless of the above-mentioned waiting periods).

## Insurance indemnity

In the event of an insured event from this supplementary insurance, we will pay the insured a one-off payment:

- a) in the case of an agreed variant a) the sum insured in the event of invalidity 3rd. degree specified in the insurance contract:
- b) in the case of an agreed variant b) the sum insured in the event of invalidity 2nd. or 3rd. degree specified in the insurance contract.

#### Information about additional insurance against death by injury

#### Death by injury

The insured benefit from the additional insurance against death resulting from an accident of the insured will be provided if the accident, defined in the Insurance terms and conditions, occurred to the insured during the period of this additional cover and the insured dies as a result of this accident within 1 year of the accident.

## Insurance indemnity

In the event of death resulting from an accident, we will provide, under this insurance, an insured benefit in the amount of the sum insured against death resulting from an accident specified in the insurance contract.

#### Information about additional insurance against permanent consequences of injury

# Permanent consequences of injury

The insured benefit from the additional insurance against permanent consequences of injury will be provided if the insured incurred damage to health (within the meaning of the Insurance terms and conditions) as a result of an accident, defined in the Insurance terms and conditions, occurring during the period of this insurance cover.

## Insurance indemnity

In the event of permanent consequences of the accident, we will pay the insured an indemnity in the amount of the product:

- a) sum insured,
- b) the percentage of the extent of permanent consequences of the accident determined according to the PC classification and
- c) coefficient of increase

Extent of damage to health	Coefficient of increase
lower than 25 %	1
25 % to 49,5 %	2
50 % to 74,5 %	3
75 % to 99,5 %	4
100 %	5

The PC classification is part of the insurance conditions for this insurance.

#### Information about additional insurance against work incapability

#### Insurance variants

Insurance against incapacity for work of the insured can be arranged in the following variants:

- a) from the 29th day of incapacity for work with retroactive indemnity;
- b) from the 29th day of work incapability without retroactive indemnity.

#### Work incapability

Insurance is agreed against Work Incapability of the Insured person, which occurred during the period of this additional insurance.

#### Insurance indemnity

In the event of an insured event, we will provide the Beneficiary with an insurance indemnity in the amount of:

- a) the product of the daily benefit specified in the Insurance Contract; and
- b) the number of days of incapacity for work depending on the agreed insurance variant.

#### Information about additional insurance against serious diseases

#### Serious deseases

Insurance is agreed for the case of occurrence of one of the serious diseases of the Insured person defined below, which was first diagnosed or treated during the period of this additional

#### Insurance indemnity

In the event of an insured event, we will provide the Insured Adult with an insurance indemnity in the amount of the sum insured agreed for this supplementary insurance in the insurance contract, unless otherwise stated for individual insured serious diseases.

#### Information about the premium and the insurance management costs

#### **Premium**

For insurance agreed according to the collective insurance contract, the premium is paid in the amount agreed in this contract. Premiums are paid by the policyholder. Its amount is changed only under the conditions set out in the Civil Code and the collective insurance agreement.

#### Method of payment

The premium is paid for a stipulated insurance period (on a monthly, quarterly, semi-annual or yearly basis) as a "regular premium".

#### Form of payment

The regular premium can only be paid via a cashless transaction - a transfer to our bank account, indicating the payment symbols agreed in the insurance contract. Before remitting the payment, always remember to check whether the payment data is correct; if the payment of your premium cannot be identified even after additional investigation, it will be returned to the account from which it was remitted to us. We may refuse any payments made at any foreign financial institution, a provider of postal services, from a foreign currency account or any payments made by cash deposits.

#### Premium due date

The regular premium is always due on the basis of an invoice issued.

#### Information about the insurance contract and its arrangement

#### **Duration of** insurance

The insurance contract is concluded for a specific insurance period specified in the insurance contract, namely 1 year with the possibility of automatic extension and runs from 00:00 on the day specified as the day of the beginning of the insurance in the insurance contract. The entry age of the insured is a minimum of 18 years and a maximum of 64 years.

#### Insurance changes

During the insurance period, you can change it in agreement with us:

- additional insurance, resp. insurance variant;
- insured persons; b)
- payment frequency; c)
- sum insured.

#### Assessment of health and of other facts

When entering into the insurance, or when changing it or in any similar situations, the insured may be asked to submit an extract from his or her medical documentation, or to undergo a medical examination at the health care provider designated by us in order to assess his or her health. Depending on the results of this assessment, we can propose a change in the contract, which could be an adjustment of the premium or of the contractual conditions. If you fail to accept the proposed change, we have the right to terminate this insurance or the relevant additional insurance

## Information on inclusion in the collective insurance and the duration of individual insurances

# Entry into collective insurance

The insurance of each individual insured person arises on the basis of the policyholder's proposal from the 1st day of the following calendar month after delivery to the Insurer.

# Conditions for inclusion in collective insurance

We will include you in the insurance if you are an employee of the policyholder in an employment relationship according to Act 262/2006 Coll. The Labor Code and at the same time the sum of your age at the time of entering the insurance and the insurance period in years does not exceed 65 years. Unless otherwise stated in the Insurance Contract.

#### Provision of insurance documentation

Documentation for this insurance (this information, the Insurance Conditions and other documents) will be provided to you by the Policyholder, in the manner you choose between yourself. However, you can request these documents in hard copy at any time during the period of your insurance.

#### Duration of individual insurance

The collective insurance contract is concluded for a definite period. Individual insurances always start from 00:00 on the first day of the month following the inclusion in the collective insurance and end in the manner specified in the Insurance Conditions or in the Insurance Contract.

#### Information about the ways of insurance termination

## Insurance termination

**Special** 

insurance

termination of

supplementary

In particular, your insurance expires in the following cases:

- a) termination of the legal / natural person policyholder;
- b) upon expiry of the insurance period;
- c) termination of insurance.

# Termination of individual insurance of a person included in the insurance

In particular, the insurance terminates in the following ways (whichever occurs first): a)upon expiry of the Insurance Year in which the Insured lives to be 65 years old;

- b) termination of employment;
- c) death of the insured;
- d) withdrawal of consent to the processing of sensitive personal data of the insured.

In addition to (or, in contrast to) the cases mentioned above, additional insurance also expires:

- the insurance in the event of the occurrence of disability, except for (or, in contrast to) the cases mentioned above, terminates separately by the payment of insurance benefits from this supplementary insurance;
- b) insurance for permanent consequences of injury, except (or in contrast to) cases mentioned above, separately expires with the payment of insurance benefits, in which the sum of percentages of damage to health for all insured events from the beginning of the insurance reaches or exceeds 100%;
- the insurance against work incapability of the Insured expires if the indemnity is paid in the total amount of 365 days in total for all insured events from the beginning of the insurance:
- the insurance against incapacity for work of the Insured Adult expires on the day the disability is granted III. the degree indicated in the invalidity report;
- e) the Insured's Serious Illness insurance terminates upon the payment of insurance benefits in the total amount of at least 100% of the sum insured
- refusal of indemnity or withdrawal as a result of a breach of obligations arising from the insurance contract.

Individual supplementary insurances expire independently of the basic insurance, so it is possible to withdraw from them as part of the contract and terminate them separately. Also, as a result of the breach of obligations, only the supplementary insurance to which the breach related expires.

#### **Termination**

You can terminate the insurance unilaterally by notice; You may terminate in particular in the following cases:

- within 2 months from the date of concluding the insurance contract with an eight-day notice period (similarly, we can also terminate the insurance);
- on the last day of each insurance period; this notice must be delivered to us at least 6
  weeks before the end of the insurance period, otherwise the insurance will expire at
  the end of the insurance period for which this six-week notice period was observed (we
  can thus terminate the supplementary insurance);

 within 3 months from the date of the insured event with a one-month notice period (we can thus terminate the supplementary insurances).

# Withdrawal after the conclusion of insurance

If the insurance contract was concluded in the form of distance selling (eg online) or outside our business premises, you can withdraw from such an insurance contract without giving a reason within 30 days of its conclusion, or from the day when the insurance conditions were handed over to you, if this transfer took place at your request only after the conclusion of the insurance contract, with the exception of supplementary insurance, for which a 14-day period applies.

#### Other cases of termination

The insurance may also be terminated in one of the following ways in the event of a breach of obligations.

#### Information about measures relating to a breach of obligations

# Termination of insurance for non-payment

The insurance may also terminate for non-payment of the premium according to the insurance contract. If you do not pay your debt on the insurance premium even within the additional period specified in the reminder sent by us, your insurance will expire.

## Punitive withdrawal

Having not been informed by us or by the insurance intermediary about any inconsistencies between the insurance being arranged and your requirements, you can withdraw from the insurance contract within 2 months of such ascertainment. Moreover, had we answered your written questions in an untrue or incomplete manner when arranging or changing the insurance, you can withdraw from the contract as well.

We can withdraw from the insurance contract within the same time limit and for the same reason, i.e. if you answer our written questions in an untrue or incomplete manner (among other things, this concerns the information about the insured's health); or we can withdraw from additional insurance policies only.

## Refusal to indemnify

We can refuse to provide an insured benefit from the insurance. However, the relevant individual insurance, or individual additional insurance, ceases to exist without you having the right to any refund of the paid premium, provided that the insured event was caused by a fact of which we learnt no sooner than after its occurrence and which could not have been ascertained by us when arranging or changing the insurance due to intentionally or negligently untruthful or incomplete answers to our written questions and provided that we would not have entered into the insurance contract or entered into it under different conditions, had we been aware of that fact at the time of making the insurance contract.

## Reduction of the insured benefit

The insured benefit from the life insurance, the insurance against death resulting from an accident, the insurance against permanent consequences of an accident and the insurance against damage resulting from an accident can be reduced by up one half in the following cases:

- a) the insured event occurred in connection with an action indicating that the insured committed a crime;
- the insured event occurred in connection with an action by which the insured or the beneficiary caused serious health damage or death of another;
- c) as a result of the insured's consumption of alcohol or an addictive substance or a product containing such substance, if justified by the circumstances under which the accident occurred; but if the accident resulted in the insured's death, we can reduce the insured benefit only if the accident occurred in connection with an action of the injured party by which he or she caused serious health damage or death of another;
- d) occurrence of an accident in connection with which the insured refuses to undergo at the request of an officer of the Police of the Czech Republic or at the request of a municipal police officer a test or a medical exam, according to a special regulation, aimed at determining whether or not he or she is under the influence of alcohol or any other addictive substance;
- e) when claiming his or her right to the insured benefit, the beneficiary intentionally provided untruthful or grossly distorted elementary information concerning the scope of the insured event or intentionally concealed any elementary information concerning this event (in such a case, we can become entitled to a reimbursement of the costs spent on the investigation of the facts about which those untruthful or grossly distorted elementary information was provided to us or on the investigation of the facts concealed from us).

#### Information on relevant taxes and tax regulations

Income tax

Act No. 586/1992 Coll., On income taxes, as amended, applies to benefits from this insurance; according to the provisions of § 4 par. 1 let. I) of this Act, the insurance benefit is exempt from income tax.

#### Information about personal data management

Information about personal data

The information about the processing of your personal data, its scope, purpose and the period of the data processing can be found at our websites www.kb-pojistovna.cz.