

VPP PO 02/2018

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General Insurance Terms and Conditions

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Insurance of Persons

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Article 1 Introductory Provisions

1. The insurance of persons, arranged by ČSOB Pojišťovna, a.s., člen holdingu ČSOB (hereinafter referred to as the "Insurer" only), shall be governed by the relevant provisions of Act No. 89/2012 Sb., The Civil Code, as amended (hereinafter referred to as the "Civil Code" only), the provisions of the related legal regulations, the insurance contract, these General Insurance Terms and Conditions of Insurance of Persons (hereinafter referred to as "VPP" only) and the relevant special insurance terms and conditions. Insurance Terms and Conditions are an integral part of the insurance contract.

Article 2 Interpretation of Terms

Regular premium - premium set for the insurance period.

Waiting time - the period during which the Insurer is not obliged to provide insurance benefit for events that would otherwise be insured.

One-off premium - premium set for the whole period covered by the insurance.

Extraordinary premium - premium that the insurer allows the policyholder to pay beyond the normal premium.

Incident - an event that can occur but it is not certain whether or not it actually does occur within the term of the private insurance or the time of its occurrence is not known.

Disease - accidental change in health, independent of will and activity of the insured, that goes beyond the physiological standards of clinical tests results and physical functions.

Beneficiary - a person designated by the policyholder, who will be entitled to claim payment in the event of an insured event, which is the death of the insured.

Valuation tables - parts of the insurance terms and conditions under which the scope and amount of the insurer's insurance benefit from the selected insurance is determined.

Redemption - part of unused premiums deposited by the insurer as a technical reserve calculated by actuarial methods as of the date of termination of the insurance.

Entitled person - a person who, as a result of an insured event, has the right to claim insurance benefits. The insured person is the authorized person, unless otherwise agreed in the insurance contract.

Insurer - ČSOB Pojišťovna, a.s., člen holdingu ČSOB.

Insurance Policy - confirmation by the insurer of the conclusion of the insurance contract.

Covered Amount - the amount from which the amount of the benefit is determined in the event of an insured event occurrence in accordance with the contents of the insurance contract.

Insurance Period - the period for which the insurance was agreed.

Insurance Contract - by an insurance contract, the insurer undertakes to provide the policyholder or third person with insurance benefit if the insured event occurs, and the policyholder undertakes to pay the insurer the premium. The insurance contract defines the terms of the insurance. If the insurance terms and conditions refer to an insurance contract, the insurance contract means both the insurance policy itself as well as all insurance terms and conditions that are, in accordance with the "Introductory Provisions" of these VPP, an integral part thereof.

Insured Event - Incident covered by the insurance. For the purposes of these VPP and other insurance terms and conditions, in some cases the term "insured event" also applies to an incident reported to the insurer for which the insurer is not required to provide indemnity under the insurance contract.

Insurance Premium - consideration for the arranged insurance, the amount of which is stipulated in the insurance contract.

Insurance Peril - Possible cause of the insured event.

Insurance Period - the time period agreed in the insurance contract for which regular premiums are paid.

Insurance Benefit - the performance the insurer is obliged to provide if the insured event occurs; the insurer will provide it in accordance with the contents of the insurance contract, either on a one-off or repeated basis (e.g. in the form of a pension).

Insurance Risk - the probability of occurrence of the insured event caused by the insurance peril.

Policyholder - a legally competent private individual or legal person who has entered into an insurance contract with the insurer and has undertaken to pay the insurer the insurance premium. The policyholder need not be the same as the insured.

Insurance Year - a time period starting on the day of commencement of insurance or on the anniversary date of the insurance and ending on the day preceding the next anniversary of the insurance.

Insured Interest - a legitimate need of protection against the consequences of an insured event.

Fixed Benefit Insurance - insurance which obliges the insurer to provide, in the event of an insured event, a one-off or repeated benefit in the agreed extent. The basis for determining the amount of the premium and for calculating the insurance benefit is the amount determined based on the policyholder's proposal, which the insurer has to pay in the event of occurrence of an insured event, or the amount and frequency of the payment of the pension.

Indemnity Insurance - insurance, in which the insurer provides indemnification which, in the agreed scope, compensates for the loss of the assets arising as a result of an insured event.

Insured - an individual whose life, health or other value of the insurance interest is covered by the insurance.

Insurance Participants - insurer and policyholder as contracting parties and the insured and any other person who derives his or her right or obligation from the insurance of persons.

Accident

- a) Accident means an unexpected and sudden action of external forces or of one's own physical force, independent of the will of the insured, which occurred during the term of the insurance and which caused injury or death to the insured.
- b) The accident is also an unintended, sudden, unexpected and uninterrupted effect of high or low external temperatures, gases, vapors, radiation, electric current, chemicals and poisons (except for microbial poisons and immunotoxic substances), independent of the will of the insured, resulting in the bodily harm or death of the insured and which occurred during the term of the insurance.
- c) Accident is deemed to include also death by drowning, drowning and getting infected by tetanus or rabies in an accident.

Congenital disorders and defects - any birth defects and illnesses occurring before the birth, influenced by hereditary factors or factors obtained during pregnancy, that manifested and/or were found at birth or later, at any time during the life of the insured.

Article 3 The Inception and Term of the Insurance

1. The insurance is based on a written insurance contract.
2. The Insurer shall issue the Policyholder a policy as a confirmation of the conclusion of the insurance contract.
3. The insurance is arranged for the time defined in the insurance contract (insurance period).
4. The beginning of the insurance is at 00.00 of the day agreed upon in the insurance contract as the date of commencement of the insurance.
5. The termination of the insurance shall occur at 24.00 of the day agreed in the insurance contract as the date of termination of the insurance if the insurance is not terminated in accordance with the insurance contract earlier.
6. The insurance is not interrupted due to non-payment of insurance premiums during the insurance period.

Article 4 Insurance Premiums

1. The policyholder is obliged to pay the premium, either regular or one-off, depending on what was agreed in the insurance contract. If the payment of regular premiums is agreed, the length of the insurance period is set in the insurance contract.
2. The amount of the premium is stated in the insurance contract. The insurer is entitled to verify with the insured the accuracy of the details decisive for determining the amount of the premium.
3. Regular premiums are payable on the first day of the insurance period and the one-off insurance on the date of the commencement of the insurance.
4. The Insurer shall determine the policyholder's variable code to be used with the payments of regular premiums, which is, unless otherwise specified, the number of the insurance contract.
5. The premium is deemed to have been paid on the day on which it is credited to the account identified by the insurer or on the day when the insurer is paid in cash.
6. If the amount of premium depends on the age of the insured, his or her age is considered to be the difference between the calendar year of commencement of the insurance and the calendar year in which the insured was born.
7. The insurer is entitled to premiums for the term of the insurance unless the Civil Code provides otherwise or unless otherwise agreed.
8. The policyholder is obliged to pay the premium properly and on time.
9. If an insured event occurs resulting in the insurance ceasing to exist, the insurer is entitled to receive the insurance premiums until the end of the insurance period in which the insured event occurred. In the case of a one-off premium, the insurer is entitled to receive the entire insurance premium for the entire period for which the insurance was agreed.

Article 5 Fees and Limits

1. In addition to the agreed premiums, the insurer is entitled to charge fees for selected operations made at the request of an insurance participant.
Their amounts are stated in the Price List, which is an integral part of the insurance contract.
2. If any limits are set for insurance, they are listed in the Price List.

Article 6 Changes in the Insurance

1. Any changes to the already agreed insurance, including changes in its scope, shall be made on the basis of a written mutual agreement of the parties, unless otherwise stipulated in the insurance contract or in generally binding legal regulations.

Article 7 Indexing

1. If an indexing is agreed in the insurance policy, the insurer shall adjust the amount of the premium and the corresponding amount of covered amounts, according to the principles set out in the insurance contract, depending on the development of the average annual inflation rate announced by the Czech Statistical Office for the next insurance year.
2. Covered amounts increase by indexing without reviewing the health condition of the insured.
3. If the policyholder fails to pay premiums adjusted by indexing and pays the original amount of the insurance premium, the insurer shall return the policy to the pre-indexed state and will not continue indexing it in the following insurance periods unless the policyholder asks again for the indexing in writing. The insurance will then be re-indexed for the insurance year closest to the policyholder's request.
4. If the indexing is agreed in the insurance contract, the policyholder is entitled to request its cancellation in writing; the insurer then does not index the insurance any longer, from the insurance year closest to the policyholder's request.
5. If the policyholder is exempted from the payment of insurance premiums during insurance period, the insurer will not further index the insurance from the insurance year closest to the date of the effective date of such exemption. If the reasons for the exemption of insurance premium cease to exist, the policyholder is entitled to request the indexation in writing. The insurance will then be re-indexed for the insurance year closest to the policyholder's request.

Article 8 Termination of the Insurance

1. The insurance shall expire:
 - a) at the expiry of the insurance period, unless otherwise stipulated in the insurance contract,
 - b) by the death of the insured,
 - c) by the insurance peril ceasing to exist,
 - d) by the insurance interest ceasing to exist,

- e) by a written agreement of the contracting parties;
- f) due to the failure to pay the insurance premiums, by way of derogation from Section 2804 of the Civil Code, on the day following the expiry of the period stipulated by the insurer in a written reminder to pay the premium delivered to the policyholder,
- g) by written withdrawal of the policyholder or insurer from the insurance contract,
- h) by written rejection of the insurance benefit by the insurer pursuant to Section 2804 of the Civil Code,
- i) by a written notice in accordance with Article 9 of these VPP,
- j) in another way specified in the insurance contract or the Civil Code.

Article 9 Withdrawal from the Insurance

1. The policyholder and the insurer may terminate the insurance in writing within two months from the date of conclusion of the insurance contract. The notice period is eight days and starts from the day following the day of delivery of the notice to the other party. The insurance ceases to exist with its expiry.
2. In the case of non-life insurance the policyholder and the insurer may withdraw from the insurance in writing as of the end of each insurance period. However, if the notice is delivered to the insurer later than six weeks before the date on which the insurance period expires, the insurance expires at the end of the next insurance period.
3. In the case of non-life insurance the policyholder and the insurer may withdraw from the insurance in writing within three months of the date of delivery of the notice on occurrence of an insured event to the insurer. The notice period is one month and starts from the day following the day of delivery of the notice to the other party. The insurance ceases to exist with its expiry.
4. The policyholder may withdraw from the insurance in writing with an eight-day notice period:
 - a) within two months from the day when it learned that the insurer used a point of view prohibited in Section 2769 of the Civil Code when determining the amount of the premium or calculating the insurance benefit,
 - b) within one month from the day when it received a notice of a transfer of the insurance portfolio or of a part of it or of the transformation of the insurer; or
 - c) within one month from the date when a notice was published that the insurer's license to conduct insurance business was revoked.

Article 10 Suspension of Premium Payment

1. Whether and under what conditions the payment of insurance premiums may be suspended shall be determined by the insurer under special insurance conditions.

Article 11 Redemption

1. The policyholder shall be entitled to redemption in cases and under the conditions set out by the insurer under special insurance conditions.

Article 12 Waiting Period

1. The insurer is not obliged to provide insurance benefits for claims arising before the full amount of the regular premium for the first insurance period or the one-off premium has been paid.
2. Further waiting periods may be set in the special insurance terms and conditions for the respective insurance.

Article 13 Insurance Benefit

1. The insurer is obliged to provide insurance benefit from the insurance if an incident covered by the insurance occurs during the term of the insurance. The extent of the insurance benefit is determined in the insurance contract.
2. The insurer shall provide either a one-off or a multiple-term insurance benefit (e.g. a pension). The pension shall be paid for agreed periods which shall be counted from the first day of the month following the month in which entitlement to the payment of the pension arises.
3. The insurance benefit is payable within 15 days of the end of the investigation necessary to ascertain the existence and extent of the insurer's obligation to pay. The investigation is terminated as soon as the insurer communicates the results to the person who has exercised the right to claim compensation.

Article 14 Exemptions from the Insurance

1. Insurer will not provide insurance benefit:
 - a) if the right to indemnity arises for a person who caused the insured the insured event in connection with an act, which according to the Criminal Code is an intentional criminal offence, and within the framework of criminal proceedings about this act:
 - the preparatory proceedings have been terminated by filing an indictment or filing a motion to punish

that person; at the same time, it is agreed that this exclusion from insurance shall cease to be valid if, subsequently, in the criminal proceedings, that person is acquitted by a final decision, the insurer shall, in such a case, be obliged, without undue delay after the fact is announced, to resume the investigation of the insured event, or

- a decision on a conditional suspension of the criminal prosecution of that person as an accused has been issued, or
 - a final decision on the approval of the settlement and the suspension of the criminal prosecution of that person as the accused has been issued or the final decision on the conditional suspension of submission of the petition for the punishment of this person as a suspect has been issued,
- b) if the right to insurance benefit arises to a person who caused the insured event in connection with an act, which is an intentional criminal offense under the Criminal Code, in a situation where the prosecution of the person has not been started or has been stopped due to the persons death, providing it is otherwise proven that the person has committed such an act,
- c) if the insured caused the insured event to himself or herself or if the insured event was caused to the insured by another person based on an impulse of the insured in connection with an act, which according to the Criminal Code is an intentional criminal offence, and within the framework of criminal proceedings about this act:
- the preparatory proceedings have been terminated by filing an indictment or filing a motion to punish the insured or that person; at the same time, it is agreed that this exclusion from insurance shall cease to be valid if, subsequently, in the criminal proceedings, the insured or that other person is acquitted by a final decision, the insurer shall, in such a case, be obliged, without undue delay after the fact is announced, to resume the investigation of the insured event, or
 - a decision on a conditional suspension of the criminal prosecution of the insured or that person as an accused has been issued, or
 - a final decision on the approval of the settlement and the suspension of the criminal prosecution of the insured or that person as the accused has been issued or the final decision on the conditional suspension of submission of the petition for the punishment of the insured or this person as a suspect has been issued,
- d) if the insured caused the insured event to himself or herself or if the insured event was caused to the insured by another person based on an impulse of the insured in connection with an act, which is an intentional criminal offense under the Criminal Code, in a situation where the prosecution of the insured or that other person has not been started or has been stopped due to a death, providing it is otherwise proven that the insured or that other person has committed such an act,
- e) if the insured event occurred in a direct or indirect connection with a war conflict, combat or war action, revolt, rebellion or civil unrest,
- f) if the insured event occurred in connection with:
- the use of nuclear, chemical or biological weapons during a terrorist act, or
 - a terrorist act in which the insured has actively participated on the side of the initiator of such an act, or
 - with a terrorist act committed in a country to which the Ministry of Foreign Affairs of the Czech Republic did not recommend to travel because of terrorist and other security threats, i.e. the Ministry of Foreign Affairs of the Czech Republic issued a warning on its website regarding traveling to that country or part thereof,
- g) if the insured caused the insured event when driving a motor vehicle, vessel or aircraft for which he or she had not an appropriate a driving license, or if an insured event occurred during flights where, with the knowledge of the insured, the aircraft used or the pilot did not have an official authorization or which was carried out against an official regulation or without the knowledge or the against the will of the aircraft owner,

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- a) if the insured event occurred as a result of a suicide of the insured or of an attempt thereof, and the insurance from which the right to claim insurance benefit did not last for a continuous period of at least two years immediately prior to such suicide or attempted suicide,
- b) if the insured event occurred within 2 months of the commencement of the insurance due to health problems suffered by the insured before the insurance was arranged,
- c) if the insured event occurred due to intentional self-harm or deliberate behavior of the insured,
- d) if the insured event occurred or if the consequences of the insured event worsened as a result of deliberate failure to seek medical attention or knowingly disrespecting an advice and recommendation of a physician, including the abuse of medicines by the insured or the use of medication by the insured in contravention of the medical recommendation,
- e) if the insured event was caused by nuclear radiation caused by an explosion or defect of a nuclear installation and devices or negligence of responsible persons, institutions or authorities in the transport, storage or handling of radioactive materials,

3.

- a) if an insured event occurred as a result of an epidemic or pandemic infection,
- b) if the beneficiary in the exercise of the right to insurance benefit from the insurance, states consciously false or grossly distorted substantial details relating to the extent of the insured event, or conceals substantial details related to the event.

4. The insurer shall not provide insurance benefit from insurance also in other cases specified in the insurance contract or in the Civil Code.
5. If the insurance ceases to exist due to a insured event for which the insurer is excluded from paying the benefit under the provisions of this Article and if a right for redemption fee has arisen from the insurance, the insurer shall pay the redemption fee.
- 6.

Article 15 Limitation of the Insurance Benefit

1. The insurer is entitled to reduce the insurance benefit adequately:
 - a) if the insured event occurred in direct connection with an unlawful conduct of the insured, as determined by the public administration in an administrative proceeding, or if the insured caused an insured event in connection with an act which is a criminal negligence under the Criminal Code, providing such act in the criminal proceedings the following occurred:
 - the preparatory proceedings have been terminated by filing an indictment or filing a motion to punish the insured; at the same time, it is agreed that this limitation of the insurance shall cease to be valid if, subsequently, in the criminal proceedings, the insured is acquitted by a final decision, the insurer shall, in such a case, be obliged, without undue delay after the fact is announced, to resume the investigation of the insured event, or
 - a decision on a conditional suspension of the criminal prosecution of the insured as an accused has been issued, or
 - a final decision on the approval of the settlement and the suspension of the criminal prosecution of the insured as the accused has been issued or the final decision on the conditional suspension of submission of the petition for the punishment of the insured as a suspect has been issued,
 - b) if the insured event occurred in direct connection with an unlawful conduct of the insured, on which it was not possible to decide by the public administration in the administrative proceedings, because the insured person died, or if the insured person caused the insured event in connection with an act, which according to the Criminal Code is a criminal negligence in a situation where the prosecution of the insured due to his death has not been commenced or has been stopped, and if it is otherwise proven that the insured person engaged in an unlawful conduct or committed such an act,
 - c) if the insured event occurred under the influence of alcohol or other narcotic, toxic, psychotropic or other substances capable of adversely affecting human psyche or his or her control or recognition ability or social behavior.
- 2.
3. The insurer is entitled to reduce the insurance benefit if the policyholder or the insured violates the obligation to respond in writing to the insurer's inquiries regarding the insurance policy in full and truthful manner when arranging the insurance or a change thereof (as defined in Section 2788 of the Civil Code) and if, as a result of the untruthful response of the insurance participant, an insurance contract or an individual insurance policy is concluded under other conditions or with other parameters (e.g. with a higher covered amount, daily allowance, etc.) than would have been agreed, if there no such breach of duty occurred.
4. The insurer will make a reduction in such proportion as the ratio of the insurance parameters that should have been agreed to the parameters actually agreed or in proportion to the terms and conditions that should have been and actually were agreed.
5. If during the term of the insurance or during the investigation necessary to ascertain the scope of the Insurer's obligation to perform the Insured withdraws his or her consent with examination and review of the health status and/or processing of personal data and if this has an impact on the investigation necessary to ascertain the existence and extent of the insurer's obligation to perform, the insurer has the right to reduce the indemnity proportionally to the effect of this withdrawal to the extent of its obligation to perform or to refuse to perform, if the insurer's investigation is prevented by such conduct of the insured.
- 6.
7. If the policyholder or the insured violate any of the obligations set out in these VPP or other obligations set out in the insurance contract or as laid down by generally binding legal regulations in connection with the conclusion of an insurance contract or an amendment thereof, and as a result of such breach the lower premium was set, the insurer has the right to reduce the insurance benefit by a part corresponding with the ratio of the insurance premium agreed in the insurance contract to the premium that should have been paid.
8. If the policyholder, the insured or any other person entitled to the insurance benefit is in breach of the obligations stated in these VPP or other obligations set out in the insurance contract or stipulated by the generally binding legal regulations and if the breach of these obligations had a material effect on the occurrence of a insured event, its course or increase of its consequences or to examination or determination of the amount of the insurance benefit, the insurer has the right to reduce the insurance benefit proportionally to the effect of such breach on the extent of its obligation to perform.
9. The insurer is entitled to reducing the insurance benefit by one half if the insured event occurred as a result of a suicide of the insured or of an attempt thereof, and the insurance from which the right to claim insurance benefit did not last for a continuous period of at least two years immediately prior to such suicide or attempted suicide,
10. The insurer is entitled to reduce the insurance benefit from the insurance also in other cases specified in the

insurance contract or in the Civil Code.

Article 16 Rights and Obligations of Insurance Participants

1. The insurer is obliged to keep confidentiality about the facts concerning the insurance of private individuals and legal persons, as well as about the facts, which it learns when arranging the insurance, its administration and the settlement of the insured events. It may provide such information only with the consent of the insured, or if so provided by generally binding legislation.
2. After being notified of an insured event the insurer is obliged, without undue delay, to commence the investigation necessary to ascertain the existence and extent of its obligation to perform and terminate such investigation within 3 months after being notified of such event. If it can not terminate the investigation within this time limit, it is obliged to inform the notifier why the investigation can not be terminated; if requested by the notifier, the insurer shall inform the notifier of the reasons in writing. This period is suspended if the investigation is prevented or made difficult by the fault of the beneficiary, policyholder or insured.
3. Both the policyholder and the entitled person are required to be identified and controlled in accordance with the relevant legal regulations governing measures against the legalization of proceeds from crime and the financing of terrorism.
4. The policyholder is also obliged without undue delay:
 - a) to inform the insured (if he or she is different from the policyholder and if he or she has not taken part in the insurance contract) that his or her insurance has been concluded and inform the insured of the contents of the insurance contract, in particular of the rights and obligations which arise for him or her from the arranged insurance,
 - b) to notify the insurer in writing of all changes to personal details and other identification details or a change to the status of the politically exposed person ascertained in the course of arranging or changing the insurance (in particular, the change of address of the real address) as well as changes in other details asked about; the same applies to the details of the insured,
 - c) to notify the insurer in writing of the insurance interest ceasing to exist, to state and to document the reason for its ceasing.
5. The policyholder shall, without undue delay, notify the insurer in writing that an insured event has occurred, provide a true explanation of the origin and extent of the consequences of the event, provide the necessary documents and proceed in the way agreed in the insurance contract. If the policyholder is not the insured at the same time, this obligation falls to the insured or other entitled person; if the insured event is a death of the insured, this obligation falls on the beneficiary or other entitled person.
6. The policyholder and the insured are obliged to answer truthfully and completely all the insurer's written questions concerning insurance being arranged.
7. This applies also in the case of a change of insurance. The insurer has the same obligation towards the policyholder and the insured.
8. The insured is obliged:
 - a) to act in the course of all his or her actions (legal and otherwise, in any action or a possible omission) in a manner so that the insured event does not occur,
 - b) to seek medical treatment without undue delay after the accident or disease has occurred,
 - c) to adhere to all instructions of a physician relating to the treatment of disease or injury, to the treatment regimen, and to exclude any conduct which may adversely affect his or her medical condition or the course of the treatment,
 - d) if the insurer so requires, to submit on the insurer's expense to a check-up of the health condition by a physician determined by the insurer, and at a time specified by the insurer,
 - e)
 - f) to submit to the insurer all documents, medical reports and testimonials that the insurer claims at the time of an insured event at any time during the term of the insurance, without undue delay,
 - g) to enable the insurer to obtain and process all medical documentation about himself or herself, to provide such medical documentation for the insurer and release all doctors who have treated or examined the insured for reasons other than the insured event from their confidentiality duty and empower them to provide all necessary information to the insurer.
9. The policyholder has the right at any time during the term of the insurance to ask the insurer for a statement of how much the redemption would be.
10. The insurer shall inform the policyholder of the amount, including its calculation, within one month of receipt of the policyholder's request.
11. In addition to the rights and obligations set forth in these VPP, the insurance participants have the rights and obligations specified in the insurance contract and set out in generally binding legal regulations.

Article 17 Special Provisions on the Form of Legal Proceedings and Notices Relating to the Insurance

1. For the purposes of legal proceedings and insurance announcements made in the way agreed in the insurance policy, the insurer and the policyholder shall also agree as follows:

- a) The insurer and the policyholder agree that through the internet application, the insurance participants may only make such legal acts or notices regarding insurance that this application makes technologically possible at the time of legal proceedings or notifications,
- b) The activation key for insurance purposes arranged under these insurance terms and conditions means a numeric or alphanumeric code delivered by the insurer to the insurance participant, while entering thus code correctly is an unavoidable technological condition of each individual access to the internet application. If any legal act or notice addressed to the insurer using the activation key is made through the Internet application, such legal act or notice shall be deemed to be done by the insurance participant to whom the activation key was provided by the insurer. In the interests of legal certainty of the insurance participants, the legal act or notice of the insurance participant addressed to the insurer via the internet application, except for the use of the activation key, is subject to another security element (e.g. another, i.e. the second, numeric or alphanumeric code sent by the insurer to the insurance participant via SMS to his or her mobile communication device for the purpose of making a legal act),
- c) Legal acts and notices made by the insurance participant through the Internet application are deemed to have been delivered to the insurer, regardless of whether the insurer actually got acquainted with them, at the moment when the content of the legal act or notice was displayed on the side of the insurer in the internet application, whereas the insurer shall confirm the such delivery to the insurance participant in an electronic way through this application with an informative text confirming delivery of such legal act or notice to the insurer,
- d) Legal acts and notices made by the insurer through the internet application are deemed to have been delivered to the insurance participant regardless of whether or not the insurance participant has actually become acquainted with their content, when they were delivered to the data area of the insurance participant in the internet application,
- e) Obligations of all insurance participants related to the use of the Internet application:
 - The insurance participant is responsible for the fact that the legal act or notice concerning the insurance addressed to the insurer are made by the person via the internet application only in person.
 - The insurance participant is obliged not to leave a computer or other communication device through which it uses the Internet application, when a insurance participant is signed in to the Internet application, in particular during legal acts or notices relating to insurance through the Internet application.
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 - The insurance participant is obliged to protect its activation key, keep it secret, not to disclose it or provide to any third party, and take usual security measures prior to third party access to the activation key.
 - The insurance participant is obliged to immediately notify the Insurer of its suspicion that its activation key may be disclosed or made available to any third party or misused by any third party and proceed as per its instructions (particularly at the insurer's request and at its instructions change the activation key, etc.). The insurance participant is obliged to use the Internet application only with computers owned by him or her or properly authorized by him or her or by other communications equipment equipped with only legally obtained and installed software.

Article 18 Common Provisions

1. Legal acts and any announcements or communications relating to the insurance must be made in the Czech language. All documents relating to insurance must be submitted by the insurance participants in the Czech language. If these have been issued in a foreign language, they must be accompanied by an officially certified translation into the Czech language.
2. All payments made in connection with the insurance, whether by the policyholder or the insurer, as well as the insurance benefits, are stated and paid in Czech currency and in the Czech Republic territory only.
- 3.
4. The addressed legal acts of the insurer concerning the insurance in a written documentary form and the Insurer's notices made in a written documentary form (hereinafter also referred to as "the documents") to the insurance participants shall be delivered to their last specified address of the place of actual or declared residence or to the actual address of the registered office or the one specified in a public register. If the policyholder indicates a correspondence address in the insurance policy, he or she expresses his her her willingness to have the documents delivered to him or her at this address, with all legal consequences resulting thereof, and the documents are delivered to this address, but always only to an address in the Czech Republic.
5. The insurer is entitled to review the insured person's medical condition at the conclusion of the insurance contract, the change of the insurance policy as well as at any time during the term of the insurance, on the basis of reports and medical records requested with his or her consent by a person operating the medical facility, authorized by the insurer, from the attending physicians and when needed also based on an examination or check-up performed by the healthcare facility determined by the insurer.
6. As of the day of the death of the policyholder or the day when it ceases to exist without a legal successor, the insured takes over its rights and obligations.
7. However, if the insured notifies insurer in writing within 30 days that he or she is not interested in the insurance to continue, the insurance shall expire on the day of death or on the day the policyholder ceases to exist. The effects of the delay on the insured shall not occur before the lapse of 15 days from the date when the insured became aware of his or her entry into the insurance.

8. Where general or special insurance terms and conditions refer to generally binding legal regulations, in particular laws, these are generally binding legal regulations of the Czech Republic.
9. The insurance contract and the insurance concluded therein are governed by the Czech law.
10. Any disputes arising out of or in connection with the insurance will, if not solved by agreement, be settled at the appropriate court in the Czech Republic under Czech law.
11. If an applicant for insurance, a policyholder, an insured, an entitled person or a beneficiary is a consumer, he or she is entitled to out-of-court settlement of a consumer dispute. The relevant authority for out-of-court resolution of consumer disputes arising out of the offering, provision or mediation of life insurance is the financial arbitrator (financial arbitrator's address: <http://www.finarbitr.cz/en/>). The relevant authority for out-of-court resolution of consumer disputes arising out of insurance other than in the life insurance is the Czech Trade Inspection Authority (the Internet address of the Czech Trade Inspection: <http://www.coi.cz/>).