

**INSURANCE CONDITIONS FOR THE COLLECTIVE INSURANCE  
OF BLUE KB CREDIT CARDS**  
dated 1. 11. 2007**Article 1 – Basic provisions**

1.1.

For this private insurance of persons, negotiated by Komerční pojišťovna, a.s., ID 63998017, headquarters at Karolinská 1/650, 186 00 Prague 8 (hereinafter the "Insurer"), particularly applicable are Act no. 37/2004 Coll., on insurance contracts (hereinafter the "Insurance Contract Act"), these Insurance Conditions, and collective insurance contract no. 3040000000 – 1.11.2007 (hereinafter the "Contract"), concluded between the Insurer and Komerční banka, a.s., ID 45317054, headquarters at Na Příkopě 33/969, 114 07 Prague 1 (hereinafter the "Policy Holder").

1.2.

This insurance, as well as the rights and obligations ensuing therefrom, is governed by the laws of the Czech Republic. Any possible court disputes will be resolved by the appropriate courts of the Czech Republic.

1.3.

The language of communication is Czech.

1.4.

All amounts and payments associated with the insurance are given and due in a currency valid in the territory of the CR.

**Article 2 – Definition of Insurance Conditions**

For these Insurance Conditions the terms below are defined as follows:

- a) **insurance contract** – a contract for financial services in which the Insurer agrees in the case of an accidental event to provide settlement for the negotiated amount and the Policy Holder agrees to pay the Insurer a premium
- b) **policy holder** – the person which concluded the insurance contract with the Insurer and is obliged to pay a premium; in this insurance it is always Komerční banka, a.s. (hereinafter "KB") as the legal person providing credit
- c) **the insured** – the physical person to whom the Policy Holder has furnished credit and who at the same time meets the conditions of acceptance for insurance, and whose life and health is the subject of insurance;
- d) **entitled person** – the person who as a result of a claim is entitled to an insurance settlement; in this insurance it is always KB
- e) **beneficiary** – the person who is entitled to an insurance settlement in the event of death of the insured; in this insurance it is always KB
- f) **fixed-sum insurance** – insurance for which in the event of a claim the Insurer is required to provide a one-time or repeated insurance settlement for an amount established by the Contract
- g) **duration of coverage** – the time for which the private insurance of a single insured person is negotiated
- h) **waiting period** – the time during which the Insurer is not required to provide an insurance settlement for an event which would otherwise be an insured event
- i) **claim expiration period** – the period of time following a claim event after which the Insurer will not settle
- j) **premium period** – the time period specified in the Contract for which the current premium is paid
- k) **premium** – payment for private insurance
- l) **current premium** – the premium for the insurance period paid by the insured in regular installments for the amount specified in the Contract
- m) **credit** – credit for credit cards according to the Personal Credit Card Contract
- n) **claim event** – an accidental event defined by the Contract giving rise to the obligation of the Insurer to provide an insurance settlement
- o) **insurance settlement** – an amount which is paid according to the Contract to the entitled person (beneficiary), if an insured claim event has occurred
- p) **injury** – the unexpected and sudden effect of external forces or one's own physical strength not willed by the insured, or the unexpected and uninterrupted effect, not willed by the insured, of high or low external temperatures, gases, steam, radiation (with the exception of nuclear radiation), electrical current and poisons (with the exception of microbial poisons and immunotoxic substances), which caused damage to health or death of the insured during the duration of insurance; in this insurance damage to health is

understood to be physical damage; also considered an injury are the following circumstances not willed by the insured – death by drowning or as a result of being struck by lightning

- q) **professional athletic performance** – the performance of athletic activity generating income as gainful employment or income from other independent lucrative activities
- r) **entry age** – the actual age of the insured at the time entering into insurance
- s) **uninsurable person** – a physical person which cannot be insured based upon the Contract. An uninsurable person for the purposes of this insurance is understood to be a person who, at the moment entering into insurance:
  - collects or has collected a partial or full invalidity pension from social security;
  - was unable to work for more than 35 consecutive calendar days within the last 5 years;
  - has or had a tumor illness;
  - has or had an infectious illness (aside from childhood, intestinal, or respiratory illnesses);
  - has or had a neurological illness;
  - has or had chronic illness of the kidneys and liver, diabetes;
  - is or was addicted or treated for addiction to alcohol or other addictive substances.

**Article 3 – Insured risk and options**

This fixed-sum life insurance for individuals, which is negotiated for credit, encompasses:

- insurance in the event of death of the insured;
- insurance in the event of full invalidity of the insured;
- insurance in the event of work disability of the insured;
- insurance in the event of loss of employment of the insured.

**Article 4 – Determining state of health**

The Insurer is entitled to determine and examine the state of health of the insured. With the signature of the Personal Credit Card Contract the Insurer is entitled to request from the medical facilities where the insured is being treated or was treated a report on his state of health. The Insurer may request that the insured undergo a medical examination by a physician of his choice. The right to determine and examine the state of health arises when processing a claim and continues even after the death of the insured. Information gained by the Insurer in determining the state of health may only be used for its own needs, otherwise only with the consent of the insured.

**Article 5 – Rise and expiration of insurance**

5.1.

The insured enters into collective credit card insurance with the signature of the Personal Credit Card Contract, if at this time he/she meets the requirements for acceptance specified in the Contract. The insurance arises at the moment after initial credit is drawn.

5.2.

The entry age of the insured must be between 18 and 55 years of age.

5.3.

In accordance with the Contract all insurance for an individual insured person expires:

- at the moment the Personal Credit Card Contract is terminated;
- at 11:59 p.m. of the day before the insured reaches 60 years of age;
- with the death of the insured;
- with the payment of an insurance settlement for an insured case of full invalidity;
- with written notice of termination within two months of becoming insured;
- with refusal of an insurance settlement;
- with withdrawal of consent for the processing of sensitive information about the insured.

5.4.

Insurance for work disability of the insured expires on the day a full or partial invalidity, retirement, or special retirement pension is awarded, and further with the payment of an insurance settlement in case of work disability with a sum total of 24 months of work disability.

**Article 6 – Insurance in case of death**

6.1.

If the insured dies during the course of insurance, the insurance settlement will be awarded to the beneficiary.

6.2.

A claim to an insurance settlement does not arise if the insured dies during the waiting period. The waiting period for the purposes of this insurance is understood to be the first three months of insurance.

6.3.

The provisions of the previous clause do not apply if the insured dies as a result of an injury which is defined in article 2 of these Insurance Conditions.

6.4.

Conditions for the payment of an insurance settlement include:

- a written report of the claim event,
- submission of the original or certified copy of the Personal Credit Card Contract, an original death certificate and documentation of the cause of death of the insured (e.g. The report of the attending physician, protocol of the Police of the CR, an autopsy report, confirmation of the cause of death from the appropriate registry office),
- statement(s) from the credit card account pertaining to the period when the claim event occurred.

Certification that a copy and the original are identical may even be carried out by a KB employee.

#### **Article 7 – Insurance in case of full invalidity**

7.1.

If the insured has been awarded a full invalidity pension according to social security regulations, the insurance settlement will be remitted to the entitled person. Conditions for the payment of an insurance settlement are:

- a written declaration of the claim event on a prescribed form “Notification of claim – full invalidity”, submission of the original or a certified copy of the Personal Credit Card Contract, submission of the original or certified copy of the ruling of the Czech social security administration awarding a full invalidity pension to the insured,
- statement(s) from the credit card account pertaining to the period when the claim event occurred.

Certification that a copy and the original are identical may even be carried out by a KB employee.

7.2.

The claim to an insurance settlement does not arise if the full invalidity pension is awarded to the insured during the waiting period. For the purposes of this insurance the waiting period is understood to be the first 24 consecutive months of insurance.

7.3.

The provisions of the previous clause do not apply if the full invalidity pension was awarded to the insured exclusively as a result of an injury which is defined in article 2 of these Insurance Conditions, and which occurred during the period insured.

7.4.

A condition for the payment of an insurance settlement is demonstration of the reason for which the full invalidity pension has been awarded.

#### **Article 8 – Insurance in the case of work disability**

8.1.

Insurance applies only to citizens of the Czech Republic, citizens of the EU, and citizens of third countries with permanent residency permits for the Czech Republic, employed full-time based upon an employment contract pursuant to Act no. 65/1965 Coll., of the Labor Code, and Act no. 262/2006 Coll., of the Labor Code, as currently amended (hereinafter the “Labor Code”), for an indefinite period or a definite period longer than one year, who meet the conditions for employment established by Act no. 435/2004 Coll., on employment, as currently amended (hereinafter the “Employment Act”). The insurance further pertains to citizens of the Czech Republic, citizens of the EU, and citizens of third countries with permanent residency permits for the Czech Republic, who collect income from independent gainful activity registered in the CR and operated within the territory of the CR, which are not receiving a full or partial invalidity pension, and which would suffer a loss of income from this activity in the event of work disability.

8.2.

A claim event is a medically verified work disability of the insured due to an illness or injury of the insured which occurred while insured in the territory of the Czech Republic.

8.3.

Work disability in the sense of these Insurance Conditions occurs provided that the insured cannot, by order of a physician, perform his or her job in any manner and does not perform his or her job or any other

gainful activity, not even for a limited portion of the day, and does not perform management or supervisory duties for pay.

8.4.

With respect to the character of this type of insurance, a claim event begins on the day when the physician determines work disability, and ends on the day when a physician no longer determines the insured to have a work disability.

8.5.

The waiting period for the purposes of this insurance is understood to be the first 3 continuous months of insurance.

8.6.

The qualifying period for this insurance is understood to be the first 2 months of work disability.

8.7.

In the event of work disability the Insurer will pay an insurance settlement for each month of work disability following the guard period, but no longer than the end of insurance.

8.8.

The insured is required to immediately give written notification that a claim event has occurred, and to submit the necessary documents required by the Insurer, provided this is objectively possible. In the event that he/she does not do so within 4 months of the onset of work disability, the Insurer is entitled to settle only for the work disability of the insured starting from the day upon which the required documentation is submitted.

8.9.

A necessary condition for the payment of an insurance settlement is the submission:

- of a completed “Work Disability Confirmation” form by a physician stating the onset, duration, and end of the work disability of the insured. Possible costs for issuing this form are borne by the insured. A form may not be issued by an attending physician which is also the husband, wife, partner, sibling, parent, child, or other possible close person as stated by § 116 of the Civil Code,
- confirmation from the employer of the employment of the insured, or confirmation of the employer that the employee is not in a termination period or ending employment by agreement; for self-employed persons a copy of the trade license is necessary,
- the original or certified copy of the Personal Credit Card Contract,
- statement(s) from the credit card account pertaining to the period when the claim event occurred,
- documentation of continued work disability of the insured at least every 14 days of continued work disability.

Certification that a copy and the original are identical may even be carried out by a KB employee.

#### **Article 9 – Insurance in case of loss of employment**

9.1.

Insurance applies only to citizens of the Czech Republic, citizens of the EU, and citizens of third countries with permanent residency permits for the Czech Republic, employed full-time based upon an employment contract pursuant to the Labor Code, for an indefinite period or a definite period longer than one year, as well as citizens of other countries employed full-time based upon employment contracts pursuant to the Labor Code for an indefinite period or a definite period longer than one year, which meet the conditions for employment established by the Employment Act.

9.2.

The waiting period in this insurance is understood to be the period from the beginning of insurance or from the start date for each new employment. The length of the waiting period is 6 months.

9.3.

The qualifying period in this insurance is understood to be the first 2 months of unemployment.

9.4.

A claim for an insurance settlement for loss of employment only arises in the event that the employer gives the employee notice for one of the following reasons:

- a) if the employer or its part ceases to exist (§ 52 para. 1 let. a) of the Labor Code), or
- b) if the employer or its part relocates (§ 52 para. 1 let. b) of the Labor Code), or
- c) if the employee becomes superfluous due to the decision of the employer or relevant body to change his tasks, technical equipment, reduce the number of employees to increase work productivity, or other organizational changes (§ 52 para. 1 let. c) of the Labor Code),

or if for the reasons above employment has been terminated through an agreement.

9.5.

In the event of loss of employment the Insurer shall pay an insurance settlement for each month begun following the qualifying period up to the start of new employment, retirement, maternal leave, arrest of incarceration, up to a maximum of 4 months.

9.6.

Conditions for the payment of an insurance settlement are:

- submission of a copy of the employment contract, verification of employment and termination notice or agreement for ending employment, giving the date and reason for termination, and confirmation from the labor office of records of the insured seeking employment. If the insured is a citizen of country outside of the EU, he/she is required to submit a copy of a work permit and permit for permanent residency in the Czech Republic,
- statement(s) from the credit card account pertaining to the period when the claim event occurred,
- submission of the original or certified copy of the Personal Credit Card Contract.

Certification that a copy and the original are identical may even be carried out by a KB employee.

9.7.

The insured is required to provide notification and documentation of new employment, retirement, full or partial invalidity pension, maternal leave, or incarceration, within one month of the date of change.

#### **Article 10 – Insurance settlement**

10.1.

Insurance settlements in the case of death are awarded for the amount of authorized debt, i.e. for the amount of the balance of unpaid principal as of the particular month and year in which the claim event occurred. The insurance settlement does not include that part of the credit principal arising from credit drawn through credit card transactions following the claim event.

10.2.

Insurance settlements from insurance for cases of full invalidity are awarded for the amount of authorized debt, i.e. for the amount of the balance of unpaid principal as of the particular month and year in which the ruling awarding a full invalidity pension for the insured takes legal effect. The insurance settlement does not include that part of the credit principal arising from credit drawn through credit card transactions following the claim event. If permanent invalidity of the insured is awarded on a day which falls within a period of work disability of the insured or the period directly following, the Insurer shall pay an insurance settlement for the amount of authorized debt, i.e. for the amount of the balance of unpaid principal as of the particular month and year in which work disability of the insured was ended. In such case the insurance settlement does not include that part of the credit principal arising from credit drawn through credit card transactions taking place after the day work disability was declared for the insured.

10.3.

Insurance settlements in the case of work disability are awarded for the amount of monthly credit payments and are paid provided the monthly credit payment falls within the period of work disability following expiry of the qualification period. The monthly credit payment is established for the amount of the prescribed monthly payment given in the regular credit card account statement, which was issued as the initial statement following the month in which work disability occurred. The insurance settlement does not include that part of the prescribed monthly credit payment arising from credit drawn through credit card transactions following the claim event.

10.4.

Insurance settlements from insurance for cases of loss of employment are awarded for the amount of the monthly credit payment and is paid, provided the monthly credit payment falls within the period where the insured is unemployed, following expiry of the qualification period. The monthly credit payment is established for the amount of the prescribed monthly payment given in the regular credit card account statement, which was issued as the initial statement following the month in which employment was lost. The insurance settlement does not include that part of the prescribed monthly credit payment arising from credit drawn through credit card transactions following the claim event.

10.5.

The insured or entitled persons are required to immediately inform the Insurer in writing that a claim event has occurred. The insured or entitled persons are required to submit the necessary documents for

payment of the insurance settlement requested by the Insurer, and to inform the Insurer of any changes which affect the payment of the insurance settlement. The insured is further required upon request of the Insurer to undergo a medical examination. If these obligations are not met, then the Insurer will not pay an insurance settlement. The Insurer reserves the right to verify the submitted documentation, as well as the right to request and consult an expert assessment.

10.6.

The upper limit of insurance settlement is specified by the Contract.

#### **Article 11 – Exemptions from insurance, limited settlement and refusal of settlement**

11.1.

The Insurer will not award settlements for damaging events:

- a) which occur as a result of, or in association with war, civil war, civil unrest, terrorist attack, revolt and rebellions;
- b) which occur while the insured is driving a motor vehicle, provided the insured does not have a valid license or is using the vehicle without authorization;
- c) if the death of the insured occurs due to suicide of the insured;
- d) if full invalidity or work disability of the insured occurs as a result of intentional self-inflicted injury of the insured at any time during the course of insurance;
- e) in association with the use of alcohol or other narcotic or psychotropic substances or the abuse of drugs and poisoning resulting from the use of solids, liquid, or gaseous substances as a result of negligence; in association with the handling of these substances;
- f) in association with an illness or injury which occurred before the beginning of insurance and for which the insured was treated or medically monitored in the period five years before the beginning of insurance, or the symptoms of which were present or diagnosed during this period;
- g) from illnesses caused by AIDS, TBC (tuberculosis), type B hepatitis (VHB), and type C hepatitis (VHC).

11.2.

The Insurer is entitled to reduce the insurance settlement by up to half:

- a) if the claim event occurred in association with actions which implicated the insured was committing a criminal act;
- b) if the claim event occurred in association with actions which caused others serious injury to health or death or otherwise grossly violated the interests of society;
- c) if the entitled person or insured submitted information about the rise of the claim event other than that determined from the investigation of the Insurer, or if such information was concealed from the Insurer.

11.3.

The Insurer shall further not award an insurance settlement for these cases of work disability:

- a) for stays of the insured in facilities for the treatment of alcoholism, drug addiction, gambling and other addictions;
- b) for work disability resulting from psychiatric or psychological findings (diagnoses F00 – F99 according to international illness classification);
- c) if the insured has suffered an injury in association with professional athletic performance;
- d) in association with the following high-risk sports: canyoning, sky-surfing, bungee-jumping, shark-diving, rafting, black-water-rafting, heli-skiing(biking), diving to depths greater than 30 meters, mountain climbing, paragliding, flying gliders, and parachuting from airplanes and heights;
- e) if the insured does not remain at the place reported by the attending physician (given in the confirmation of work disability), except for the following cases:
  - i. when a hospital examination is medically necessary;
  - ii. when he has left the place reported by his attending physician with the consent of the attending physician (outings approved by the attending physician in the confirmation of work disability);
  - iii. during a temporary stay beyond the place of permanent residence he is unable for reasons of acute illness or injury incurred here, provided that he is not allowed to return for medical reasons;
- f) during treatment stays at sanatoriums, bath spa facilities, and rehabilitation centers aside from those cases where the stay at these facilities is from a medical standpoint a necessary part of

- treating the illness or injury, and the Insurer has expressed prior written approval of such treatment stay;
- g) for work disability associated with pregnancy, high-risk pregnancy, birth and abortion;
  - h) for back pain, its consequences and complications during insurance (diagnosis M40 – M99 according to international illness classification);
  - i) if the insured has suffered a work injury or suffers from a work-related illness;
  - j) for the period during which the insured person collects monetary assistance in the form of maternal or parental benefits, and for the period of extended maternal leave for insured persons which do not have a claim to maternal benefits, even for the period for which according to legal regulations she would collect maternal benefits;
  - k) if the insured intentionally exposes him/herself to danger;
  - l) if the Insurer determines a violation of treatment regime, from the date of this finding;
  - m) if the insured consented to treatment using products which have not yet been approved, registered, and authorized for manufacture and distribution (drugs, etc.);
  - n) for work disability related to cosmetic intervention.

#### 11.4.

The Insurer may refuse to award a claim settlement if it is caused by circumstances of which it learned only after the claim event and which it could not have determined when negotiating or changing the insurance as a result of intentional, or due to negligence untrue or incomplete information given in the application by the insured, and if knowledge of such circumstances at the time would have led the insurer not to conclude the insurance or conclude it under different conditions. Insurance is terminated upon the day of delivery of the notice of settlement refusal.

### Article 12 – Processing data of the insured / policy holder

#### 12.1.

Processing personal data associated with the insurance contract

##### 12.1.1.

Personal data of the insured/policy holder pursuant to § 4 para. a) of Act no. 101/2000 Coll., on the protection of personal data (hereinafter the "Personal Data Protection Act"), (with the exception of sensitive personal data) which the insured/policy holder provides the Insurer in association with the conclusion of an insurance contract, or which the Insurer obtains in another legal manner, possibly which it has created by processing data so acquired, will be processed by the Insurer or, in accordance with the Personal Data Protection Act, its authorized processor (the policy holder) for the purposes of using this personal data within the scope of the commercial operations of the Insurer, i.e. for activities directly or indirectly related to insurance and custodial activities. The personal data of the insured/policy holder may be provided to the necessary extent by the Insurer pursuant to § 27 of the Personal Data Protection Act to other countries for the purpose of security. The Insurer will process the personal data of the insured/policy holder in the given manner to the extent required by the insurance contract, for the period necessary to secure all rights and obligations ensuing from binding relations of insurance.

##### 12.1.2.

The Insurer is entitled to process the Personal data of the insured/policy holder to the extent and for the purposes given, even without the express consent of these persons.

#### 12.2.

Consent to processing sensitive personal data in association with the insurance contract

##### 12.2.1.

With the conclusion of the insurance contract the insured grants the Insurer consent to obtain data concerning his state of health through contracted physicians of the Insurer pursuant to § 67b para. 10 of Act no. 20/1966 Coll., on the care of human health, as currently amended, and thus authorizes all questioned physicians, institutions, medical facilities and health insurers to disclose such information to the Insurer, even after his death.

##### 12.2.2.

The insured also hereby grants the Insurer consent to process personal data corresponding to his state of health (sensitive personal data pursuant to § 4 para. b) of the Personal Data Protection Act), which he himself has given to the Insurer, or which the Insurer has obtained in a manner given above, or possibly which it has created by processing data thusly acquired. This sensitive data will be processed by the Insurer or its authorized processor for the purposes of using this data

within the scope of the commercial operations of the Insurer, i.e. for activities directly or indirectly related to insurance and custodial activities.

##### 12.2.3.

Granting consent to the processing of sensitive personal data to the extent specified in art. 12.2.2. is a condition for concluding an insurance contract. Consent which has been granted may at any time be withdrawn by the insured. Consent may only be withdrawn in writing, best through a registered letter sent to the headquarters of the Insurer. Withdrawal of this consent will result in termination of insurance as of the day on which the insured withdraws his/her consent in writing, but no sooner than the day the notice of consent withdrawal is delivered to the Insurer. In such case the Insurer is entitled to the premium to the end of the insurance period.

##### 12.3.

Consent to the group disclosure of data

##### 12.3.1.

The insured /policy holder further agrees that his personal data, if a physical person, or possibly data about it as a legal person, if a legal person, may be processed by the Insurer and every other Administrator, and mutually shared between them for the purpose of improving the care for the insured/policy holder, carrying out Marketing activities, informing other Administrators of the standing and credibility of the insured/policy holder and analysis of such data. The insured/policy holder agrees that an Administrator process his personal data, if a physical person, or possible data about it as a legal person, if a legal person, for the purpose and to the extent mentioned above for the period from the granting of this consent to 4 years from the end of the final contractual or other legal relation with any of the Administrators.

##### 12.3.2.

Consent of the insured/ policy holder according to art. 12.3.1. of the Insurance Conditions is effective only in relation to the insured/ policy holder which concludes a contractual relation or addendum to an existing contractual relation with the Insurer, part and parcel of which are these Insurance Conditions but no sooner than the day these Insurance Conditions go into effect. For the insured/ policy holder which signed, refused to sign, or withdrew similar consent previously, the legal force of consent already granted, refused or withdrawn remains unaffected by a change in the Insurance Conditions.

##### 12.3.3.

This consent to the processing of data, granted particularly in accordance with current Acts no. 363/1999 Coll., on insurance companies, no. 513/1991 Coll., of the Commercial Code, and no. 101/2000 Coll., on the protection of personal data, is voluntary and the insured/policy holder is entitled at any time to withdraw consent in relation to any Administrator. Withdrawal of consent must be submitted in writing to the Insurer. The provision of personal data is voluntary, unless determined otherwise by generally binding legal regulations.

#### 12.4.

The insured/policy holder is required to report any possible change of processed personal data to the Insurer without needless delay.

#### 12.5.

Personal data about the insured/policy holder is processed to the extent to which it is provided by the insured/policy holder in association (a) with the application for a contractual or other legal relation, (b) with any contractual or other legal relation concluded between them and the Administrator, or (c) which the Administrator has compiled otherwise and processed in accordance with current legal regulations for the following purposes: (i) purposes contained within the scope of consent of the insured/ policy holder. (ii) contract negotiations, (iii) fulfillment of a contract, (iv) protection of vitally important interests of the insured/policy holder, (v) authorized disclosure of personal data, (vi) protection of the rights of the Administrator, recipient, or other affected person, (vii) archives kept as required by law, (viii) the offer of trade or services, (ix) handing over the names, surnames and addresses of the insured/policy holder for the purpose of offering trade and services in accordance with generally binding legal regulations.

#### 12.6.

If the insured/policy holder requests the Insurer, he/she/it is entitled in accordance with current legislation to be given information on the personal data pertaining to him/her/it being processed, the purpose and nature of the processed personal data, the recipients of this data, and Administrators. The insured/policy holder is further entitled to request the Insurer for a correction of personal data, if it is determined that certain data processed by an Administrator is not factual. If the insured/policy holder determines or believes than an Administrator is processing his personal data in violation of the protection of the private

and personal life of the insured/policy holder or in violation of legal regulations, he is entitled to request an explanation from the Insurer, or is entitled to request that the Insurer remedy such situation. Without regard to the previous provisions of this paragraph the insured/policy holder has a right in the event of a violation of Administrator obligations to contact the Office for the Protection of Personal Data with a request to ensure corrective measures are taken.

12.7.  
For the purposes of article 12 the following is understood:

- Insurer Administrator - Société Générale SA, B 552 120 222, a company founded and existing according to the laws of the French Republic, headquarters at 29 Boulevard Haussmann, 75009 Paris (SG), Members of FSKB and Persons controlled by SG;
- Marketing activities – a set of activities, the purpose of which is to inform the insured/policy holder of the products and services of the Administrator, by submitting offers for their order, mediation, or purchase, and assessment of relevant data for these purposes, also through electronic mail;
- Members of the financial group of banks (FSKB Members), particularly Komerční banka, a. s., ID 45317054 (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 acquires an ownership share consisting of a direct or indirect share in its registered capital;
- Persons controlled by SG – subjects which SG controls and at the same time either (i) have or acquire an ownership share in subjects with headquarters in the Czech Republic consisting of a direct or indirect share in their registered capital, or (ii) have headquarters in the territory of the Czech Republic. If such subject is an FSKB Member, then this subject is listed among FSKB Members;
- Personal data - name, surname, address, date of birth, birth ID no., contact information, financial standing and credibility of the insured/policy holder-physical person, in no case sensitive personal data according to the Czech Personal Data Protection Act;
- Data on legal persons – identification data of the insured/policy holder legal person, particularly commercial firm/name, place of business/headquarters, founding date, type of business, contact information, financial standing and credibility of the insured/policy holder.

#### **Article 13 – Delivery**

13.1.

All correspondence, notifications and requests pertaining to insurance must be made in writing in the Czech or Slovak languages and are effective upon their delivery to the second contracting party.

13.2.

The contracting parties are required to send correspondence through an authorized postal carrier to the previously agreed or last known address of the second contracting party. Correspondence intended for the policy holder, the insured, or authorized persons may also be delivered by the Insurer in person through its employees or authorized person.

13.3.

If the addressee cannot be located and the correspondence is not picked up after being kept with postal carrier within the allotted deadline (15 days), then the last day of this deadline is considered to be the date of delivery of the correspondence to the addressee, even if he never learned of correspondence being kept.

13.4.

If the addressee refuses to accept the correspondence, then the correspondence is considered to have been delivered the day on which it was refused.

#### **Article 14 – Address for correspondence**

The address for sending correspondence to the Insurer is Komerční pojišťovna, a. s., Karolinská 1/650, 186 00 Prague 8. The address for sending correspondence from the Insurer or insured to the policy holder is any branch of Komerční banka, a. s.

#### **Article 15 – Resolving disputes**

In the event of any complaints, it is possible to contact Komerční pojišťovna, a. s., Client service, Karolinská 1/650, 186 00 Prague 8, or possibly Česká národní banka, headquarters at Na Příkopě 28, 115 03 Prague 1.

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#### **RELATED INFORMATION**

**(information obligations pursuant to § 66 of the Insurance Contract Act)**

##### **Article A. Taxes**

In the event of death, full invalidity, work disability or loss of employment, the insured is exempt from income tax (§ 4, para. 1, let. l) of the Income Tax Act).

##### **Article B.**

For this insurance no surrender value is paid and profit shares are not awarded.

##### **Article C.**

Information about other matters concerning the information obligations of the Insurer according to § 66 if the Insurance Contract Act is contained directly within the text of these Insurance Conditions.