

## INSURANCE TERMS AND CONDITIONS FOR INSURANCE OF REVOLVING LOANS AND ESSOX CREDIT CARDS

as of 1 January 2010

### Article 1 – Basic provisions

1.1.

This collective insurance is regulated by the body of laws of the Czech Republic, principally by Act No. 37/2004 Coll., the Insurance Contract Act, by these Insurance Terms and Conditions for the insurance of revolving loans and ESSOX credit cards as of 1 May 2008 and by the collective insurance contract no. 3120000000, as of 1 June 2008, entered into by and between Komerční pojišťovna, a. s., as the insurer, and ESSOX s. r. o., registered office at Senovážné nám. 231/7, 370 21 České Budějovice, company registration number (IČ) 26764652, as the policy holder, (hereinafter referred to as the "Contract").

1.2.

This insurance, as well as the rights and duties arising from it, follow the legislation of the Czech Republic. Should there be any legal disputes, the courts of the Czech Republic are the relevant courts of law.

1.3.

The Czech language is the language of communication.

1.4.

All amounts and payments relating to the insurance are written and paid in the currency valid in the territory of the Czech Republic.

### Article 2 – Definitions

The following terms are defined for these insurance conditions:

- a) **insurance contract** – the contract for financial services in which the insurer undertakes to provide indemnity in the stipulated scope if an unexpected event occurs and the policy holder undertakes to pay premiums to the insurer;
- b) **policy holder** – the person who has entered into the insurance contract with the insurer and is obliged to pay premiums; the policy holder in this insurance is always ESSOX s.r.o. (hereinafter referred to as the "Essox") as the legal entity providing the loan;
- c) **insured person** – the natural person whom the policy holder provided with the loan and who, at the same time, meets the conditions for admission to this insurance and whose life or health the insurance applies to;
- d) **beneficiary** – the person who, due to the insured event, has the right to insurance indemnity; the beneficiary in this insurance is always Essox;
- e) **appointed person** – the person who, due to death of the insured, has the right to insurance indemnity; the appointed person in this insurance is always Essox;
- f) **insurance of agreed sum** – insurance in which the insurer is obliged to provide a lump-sum or repeated insurance indemnity to the extent stipulated in the Contract
- g) **insurance period** – the period for which the private insurance of individual insured person is entered into; in this insurance it is one year with automatic prolongation;
- h) **waiting period** – the period for which the insurer is not obliged to provide insurance indemnity for events that would otherwise be insured events;
- i) **deferred period** – the period following the occurrence of the insured event during which the insurer provides no indemnity;
- j) **insurance term** – the period of time stipulated in the Contract for which the regular premium is paid; the insurance term in this insurance is one calendar month;
- k) **premium** – payment for private insurance;
- l) **regular premium** – the premium for an insurance term paid by the policy holder in regular instalments as stipulated in the Contract;
- m) **loan** – it is the revolving loan provided to the insured according to the contract for provision of the credit card and revolving loan;
- n) **insured event** – an unexpected event defined in the Contract and constituting the insurer's obligation to pay out insurance indemnity;

- o) **insurance indemnity** – the amount, which is paid out to the beneficiary (appointed person), according to the Contract, if an insured event happens;
- p) **accident** – unexpected and sudden effect of external/own force no dependent on the will of the insured, or unexpected and continuous and not dependent on the insured's will effect of high or low external temperatures, gases, vapours, radiation (except for nuclear radiation), electricity and poisons (except for microbial and immunotoxic substances) that harmed the insured's health or caused his/her death within the course of the insurance; in this insurance, damage to health means bodily damage; the following events independent of the insured's will are also considered to be accidents – death by drowning or strike of lightning;
- q) **professional sports activity** – performance of a sports activity from which employment earnings are received or which generates earnings defined as earnings from another independent gainful activity (performance of an independent occupation);
- r) **age at entry** – the actual age of the insured at the moment of his/her admission to insurance;
- s) **uninsurable person** – the natural person who cannot be insured on the basis of the Contract. For the purposes of this insurance, the uninsurable person is the person who, at the moment of his/her admission to insurance:
  - receives or was receiving the state disability pension for 1st, 2nd or 3rd grade disability;
  - was on sick leave for more than 35 consecutive calendar days in the last 5 years;
  - suffers or suffered from a tumour disease;
  - suffers or suffered from an infectious disease (except for common childhood, intestinal or respiratory diseases);
  - suffers or suffered from a neurological disorder;
  - suffers or suffered from a chronic kidney or liver disease, or diabetes;
  - is or was addicted to alcohol or any other addictive substances and is or was treated for this addiction;
- t) **total disability** – 3rd grade disability.

### Article 3 – Insured risks and options

This private life insurance of the agreed sum that is arranged together with the loan may be taken out in one of the below listed options:

- a) option A includes
  - insurance against death of the insured;
  - insurance against total disability of the insured;
  - insurance against the insured's inability to work;
  - insurance against loss of job of the insured;
- b) option B includes
  - insurance against death of the insured.

### Article 4 – Ascertainment of the state of health

The insurer is authorized to ascertain and examine the state of health of the insured. Upon signing the Contract for provision of the credit card and revolving loan the insurer has the right to require medical reports from the health-care facilities in which the insured is or was treated. The insurer may ask the insured to undergo a medical examination, i.e. a check-up by a physician appointed by the insurer. The right to ascertain and examine the state of health arises during the settlement of the claim and lasts even after the death of the insured. The facts that the insurer discovers when ascertaining the state of health may be used for its own needs only, otherwise solely with the consent of the insured.

### Article 5 – Inception, changes and termination of insurance

5.1.

The insured is included into the collective insurance:

- (i) upon signing the Contract for provision of the credit card and the revolving loan if s/he meets the conditions stipulated for admission in the Contract as of this date. The insurance begins at 00:00 a.m. on the day when the insured carries out the first transaction/uses the loan for the first time; or
- (ii) upon accepting the Application for option B insurance. The insurance then begins at 00:00 a.m. on the day stated by the company in the written notification delivered to the client. As in

every interest-free period, i.e. in the period during which no interest is paid on the used loan, if the company receives the insured's Application for option B insurance after the insured reached the age of 66, the client is not insured in this interim period (i.e. from 00:00 a.m. on the day of reaching the age of 66 until the day stated in the company's written notification) and the insurer is not entitled to premiums for this period but, at the same time, the insurer is not obliged to provide indemnity from events that would otherwise be considered as insured events.

5.2.

For option A, the insured's age at entry must be 18 years minimum and 65 years maximum; for option B, it must be 66 years minimum and 75 years maximum.

5.3.

If option A was arranged and if the insured reached the age of 66 at the same time, the insurance is automatically changed from option A to option B at this moment, unless the insured informs the insurer that s/he is not interested in the further duration of this insurance no later than 6 weeks before reaching the age of 66 or unless the insurance is terminated for any other reason.

5.4.

In accordance with the Contract, all insurance policies of the individual insured are terminated:

- at the moment of termination of the Contract for provision of the credit card and revolving loan;
- at 24:00 a.m. on the day preceding the day on which the insured reaches the age of 76;
- by death of the insured;
- by payment of indemnity from the insurance against total disability;
- by notice given within two months of the admission to insurance;
- by expiration of the insured period;
- by refusal to provide insurance indemnity;
- by withdrawal from the insurance contract;
- by premature termination of the loan by Essox due to the insured's default with fulfilling the liabilities toward Essox;
- by withdrawal of the consent to process the sensitive data of the insured.

5.5.

This insurance does not terminate upon the expiration of the stipulated insurance period unless the insurer or the policy holder informs the other party that s/he is not further interested in the duration of this insurance no later than 6 weeks before the insurance period expires and unless this insurance is not terminated due to any other reason. In such a case, this insurance is automatically extended to another year (new insurance period) and this can be done repeatedly.

5.6.

The insurance against the insured's inability to work is terminated on the day when the disability pension for the 1st, 2nd or 3rd grade disability, retirement pension or extraordinary retirement pension is awarded and when the indemnity for the inability to work is paid out in total for 24 months of inability to work.

#### **Article 6 – Insurance against death**

6.1.

If the insured dies within the insurance duration, the insurance indemnity is provided to the appointed person.

6.2.

The right to insurance indemnity does not arise if the insured dies within the waiting period. For the purposes of this insurance, the waiting period is the period of the first three months of the insurance duration.

6.3.

The provision of the previous paragraph does not apply if the insured dies in consequence of an accident as defined in Article 2 of these insurance conditions and occurred during the insurance period.

6.4.

The payment of insurance indemnity is conditional on the submission of the following documents:

- written notification of the insured event,
- original or certified copy of the Contract for provision of the credit card and revolving loan,

- original of the death certificate and of the document proving the cause of death of the insured (e.g. report of the attending physician, report of the Police of the Czech Republic, autopsy report, confirmation of the cause of death from the relevant registry of births, deaths and marriages),
- credit card/loan account statement(s) relating to the insured event's occurrence.

#### **Article 7 – Insurance against total disability**

7.1.

If, in accordance with the social security legislation, the insured has been granted the 3rd grade disability pension during the insurance period, the insurance indemnity will be remitted to the beneficiary. The payment of insurance indemnity is conditional on the submission of the following documents:

- notification of the insured event written on the form "Notification of insured event – total disability", original or certified copy of the Contract for provision of the revolving loan and credit card; original or certified copy of the decision by the Czech Social Security Administration to grant 3rd degree disability pension to the insured,
- the insurance indemnity payment is conditional on proving the legitimate reason for being awarded the 3rd grade disability,
- credit card/loan account statement(s) relating to the insured event's occurrence.

7.2.

The right to insurance indemnity does not arise if the 3rd grade disability pension is granted to the insured during the waiting period. For the purposes of this insurance, the waiting period is the period the first 12 consecutive months of the insurance duration.

7.3.

The provision of the previous paragraph does not apply if the 3rd grade disability pension was granted to the insured exclusively in consequence of an accident as defined in Article 2 of these insurance conditions that occurred during the insurance period.

#### **Article 8 – Insurance against inability to work**

8.1.

The insurance only applies to citizens of the Czech Republic, EU and third countries who have a permanent residence permit for the territory of the Czech Republic and have their main employment based on an employment contract, complying with Act No. 65/1965 Coll., the Labour Code, or Act No. 262/2006 Coll., the Labour Code, as amended (hereinafter referred to as the "Labour Code"), for an indefinite or definite period longer than one year; it also applies to citizens of other countries who have their main employment based on an employment contract, complying with the Labour Code, for an indefinite or definite period longer than one year and who satisfy the conditions for employment laid down by Act No. 435/2004 Coll., regulating the employment, as amended (hereinafter referred to as the "Employment Act"). The insurance also applies to citizens of the Czech Republic, EU and third countries who have a permanent residence permit for the territory of the Czech Republic and receive income from an independent gainful activity registered in the Czech Republic and performed in the territory of the Czech Republic, were not granted the 1st, 2nd or 3rd grade disability pension and who lost their income from this activity in relation to the inability to work.

8.2.

The insured event is the insured's inability to work confirmed by a physician and caused by an illness or injury of the insured that occurred in the course of the insurance in the territory of the Czech Republic.

8.3.

In terms of these insurance conditions, the inability to work arises if the insured cannot, according to a physician's decision, and does not perform his/her profession or any other gainful activity even for a limited part of the day, neither s/he performs any management or control activity in return for payment.

8.4.

The insured event, considering the nature of this insurance, arises on the day when the physician declares the inability to

work and ends on the day when the physician terminates the sick leave.

8.5.

For the purposes of this insurance, the waiting period means the first 3 consecutive months of the insurance duration.

8.6.

For the purposes of this insurance, the deferred period means the first 2 months of the inability to work.

8.7.

In the case of inability to work, the insurer provides insurance indemnity for each month of the inability to work after the expiry of the deferred period, however, until the end of insurance maximum. The insurance is not terminated by the insurance indemnity payment.

8.8.

The insured is obliged to immediately notify the insurer of the insured event in writing and submit the necessary documents required by the insurer, if objectively possible. If s/he does not do so within 4 months of becoming incapable of working, the insurer has the right to provide indemnity only for the period beginning on the day when the required documents were presented to the insurer.

8.9.

The payment of insurance indemnity is conditional on the submission of the following documents:

- the form "Confirmation of inability to work" completed by a physician and indicating the beginning, duration and termination of the insured's inability to work. The potential cost of issuing this form is covered by the insured. The form must not be completed by such an attending physician who is also the spouse, partner, sibling, parent, child or any other close person in terms of Section 116 of the Civil Code,
- employer's confirmation of employment of the insured or confirmation that the employee is not in a notice period or has not terminated the employment by agreement; copy of the Trade Certificate in case of self-employed persons,
- original or certified copy of the Contract for provision of the revolving loan or credit card,
- credit card/loan account statement(s) relating to the insured event's occurrence.

8.10.

The insurer has the right to require that the documents proving the duration of the insured's inability to work are submitted no later than within 14 days of the continuation of the inability to work.

#### **Article 9 – Insurance against loss of job**

9.1.

The insurance only applies to citizens of the Czech Republic and foreign citizens with a permanent residence permit for the territory of the Czech Republic who have their main employment based on an employment contract, complying with the Labour Code, for an indefinite or definite period longer than one year and who satisfy the conditions for employment laid down by the Employment Act.

9.2.

The waiting period in this insurance is the period beginning with the insurance inception or on the day of commencing any new employment. The length of the waiting period is 6 months.

9.3.

For the purposes of this insurance, the deferred period means the first 2 months of unemployment.

9.4.

The entitlement to insurance indemnity in the case of loss of job arises only if the employer dismisses the employee due to one of the following reasons:

- a) the employer or its relevant part is being dissolved (Sec. 52 (1) a) of the Labour Code), or
- b) the employer or its relevant part is being relocated (Sec. 52 (1) b) of the Labour Code), or
- c) if the employee becomes redundant owing to a decision made by the employer or by a competent authority and aimed at changing tasks, replacing technical equipment, reducing the number of employees in order to increase labour efficiency or relating to other organisational changes (Sec. 52 (1) c) of the Labour Code),

or if the employment is terminated, due to the above stated reasons, by agreement.

9.5.

In the case of loss of job, the insurer provides insurance indemnity for each commenced month after the expiry of the deferred period until the commencement of new employment, retirement, maternity leave, custody or service of a term of imprisonment, however, for the maximum period of 4 months.

9.6.

The payment of insurance indemnity is conditional on the submission of the following documents:

- copy of the employment contract, employee's card containing records of employments, notice or agreement to terminate employment indicating the date and reason for employment termination, and confirmation issued by the Labour Office stating that the insured is included in the register of job applicants. If the insured is a citizen of a state other than an EU member state, s/he is obliged to submit the copies of his/her work permit and permanent residence permit for the territory of the Czech Republic,
- credit card/loan account statement(s) relating to the insured event's occurrence,
- original or certified copy of the Contract for provision of the revolving loan and credit card;

9.7.

The insured is obliged to report and prove the commencement of his/her new employment, retirement, 1st, 2nd or 3rd grade disability pension, maternity leave or service of a term of imprisonment and it shall be done within one month of the day of change.

#### **Article 10 – Insurance indemnity**

10.1.

The insurance indemnity from the insurance against death is provided in the amount of the rightful claim, i.e. in the amount of the unpaid principal of the loan, including the due interest, as of the day when the insured died.

10.2.

The insurance indemnity from the insurance against total disability is provided in the amount of the rightful claim, i.e. in the amount of the unpaid principal of the loan, including the due interest, as of the day on which the decision to grant the 3rd degree disability pension to the insured came into force. If the total disability pension of the insured is awarded on a day within the period of the insured's inability to work or immediately after this period, the insurer provides insurance indemnity in the amount of the rightful claim, i.e. in the amount of the unpaid principal of the loan as of the day when the insured's inability to work was terminated. In this case the part of the principal created by using the loan through credit card transactions performed after the day when the insured's inability to work commenced is not included in the insurance indemnity.

10.3.

The insurance indemnity from the insurance against inability to work is provided in the amount of the monthly loan instalment and is paid out if the monthly instalment falls into the period of the inability to work after the expiry of the deferred period. The monthly loan instalment is set in the amount of the prescribed monthly repayment stated in the first regular loan account/credit card statement that was issued following the end of the month when the inability to work arose. The amount of the prescribed monthly loan instalment created by using the loan through credit card transactions performed after the insured event's occurrence is not included in the insurance indemnity.

10.4.

The insurance indemnity from the insurance against loss of job is provided in the amount of a monthly loan instalment and is paid out if the monthly loan repayment falls into the period when the insured is unemployed and the deferred period has expired. The monthly loan instalment is set in the amount of the prescribed monthly repayment stated in the first regular loan account/credit card statement issued following the end of the month when the insured lost his/her employment. The part of the principal created by using the loan through credit card transactions after the insured event occurrence is not included in the insurance indemnity.

10.5.

The liabilities relating to interest-free repayment regimes are not covered by the insurance.

10.6.

The insured or the beneficiary is obliged to immediately notify the insurer in writing of the insured event's occurrence. The insured or the beneficiary is obliged to submit the documents necessary for the insurance indemnity payment and required by the insurer. They are also obliged to inform the insurer about any changes affecting the payment of the insurance indemnity. Upon a request of the insurer, the insured is also obliged to undergo a medical examination. If these duties are not fulfilled, the insurer does not provide the insurance indemnity. The insurer reserves the right to check all submitted documents, as well as the right to request and discuss the expert's opinions.

10.7.

The upper insurance indemnity limit is stipulated in the Contract.

#### **Article 11 – Exclusions, limitations and refusal to provide indemnity**

11.1.

The insurer shall not provide indemnity for the following loss events:

- a) if occurred as a consequence of or in relation to a warlike event or civil war, civil disorder, terrorist attack, riot or uprising;
- b) if occurred during the insured's driving of a motor vehicle without possessing the required driving licence or when the insured used the vehicle without authorisation;
- c) if the insured dies by suicide;
- d) if the insured's total disability or inability to work is a consequence of intentional self-inflicted injury any time in the course of the insurance duration;
- e) in connection with the consumption of alcohol or other narcotic or psychotropic substances by the insured, drug abuse or poisoning as a consequence of consuming solid, liquid or fluent substances due to negligence; in connection with handling these substances;
- f) if the insured fails to obey the request of a police officer and refuses to undergo medical examination or breath test governed by a special regulation and aimed at ascertaining whether the insured is under the influence of alcohol or any other addictive substance or not;
- g) in connection with an illness or injury, occurring prior to the insurance inception, for which the insured was treated or monitored in the period of five years before the insurance commencement or whose symptoms were present or diagnosed in this period;
- h) such as diseases: AIDS, TBC (tuberculosis), type B hepatitis (VHB), type C hepatitis (VHC).

11.2.

The insurer is authorized to reduce the indemnity by up to one half:

- a) if the insured event occurred in connection with an action indicating that the insured committed a crime;
- b) if the insured event occurred as a consequence of the insured's conduct by which s/he caused serious bodily damage to or death of another or otherwise violated an important interest of the society;
- c) if ascertained that the beneficiary or the insured provided about the insured event's occurrence information different to what resulted from the insurer's investigation, or if such information was concealed from the insurer.

11.3.

The insurer also does not provide indemnity for the following cases of inability to work:

- a) stay of the insured in facilities specialised in treating alcoholism, drug addiction, gambling and other addictions;
- b) inability to work due to psychiatric or psychological illness (diagnoses F00 – F99 according to the international illness classification);
- c) if the insured suffered an injury in connection with a professional sports activity;
- d) if the insured does not stay in the place reported to his/her attending physician (specified in the confirmation of inability to work), except for the following cases:
  - i. a necessary hospital treatment;

- ii. s/he left the place reported to the attending physician with the physician's permission (strolls permitted by the attending physician as specified in the confirmation of inability to work);

- iii. j during a temporary stay outside the place of his/her permanent residence s/he is unable to perform work due to an acute illness or injury – if his/her return is, according to the physician, impossible;

- e) therapy in sanatoriums, spas and rehabilitation centres except for the cases when the stay at these facilities is, from the medical aspect, a necessary part of treating the illness or injury and the insurer expressed its consent thereto in writing beforehand;
- f) inability to work related to pregnancy, high-risk pregnancy, child birth and abortion;
- g) inability to work related to back pain, its consequences and complications incurred during the insurance (diagnoses M40 – M99 according to the international illness classification);
- h) the period when the insured receives a maternity or parental benefit and the period of another maternal leave of the insured who has no right to the maternal benefit even during the period for which s/he would be receiving such maternity benefit pursuant to legislation;
  - i) if the insurer ascertains a breach of the treatment regime – from the day of ascertainment thereof;
  - j) if the insured consented to treatment using means that have not been approved, registered and authorized for production and distribution (medicaments, etc.);
- k) inability to work related to cosmetic operations.

11.4.

The insurer may refuse to pay indemnity for an insured event that occurred due to a fact about which the insurer learnt after the insured event's occurrence and which could have not been ascertained at the time of arranging or changing the insurance because the insured, intentionally or due to negligence, provided untrue or incomplete answers to written questions and if, being aware of the fact at the time of arranging the insurance, the insurer would not enter into the insurance contract or would enter into it under different conditions. The insurance is terminated on the day when the notification of refusal to provide insurance indemnity is delivered.

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

12.1.

Personal data processing in connection with the insurance contract

12.1.1.

Personal data of the insured/policy holder, in terms of Section 4 (a) of Act No. 101/2000 Coll., Personal Data Protection Act (hereinafter referred to as the "Personal Data Protection Act"), (excluding the sensitive data), provided by the insured/policy holder to the insurer in relation to entering into the insurance contract or which the insurer obtained in any other legal way or created by processing the data obtained in this way, will be processed by the insurer or by an administrator (policy holder), entrusted by the insurer in compliance with the Personal Data Protection Act, in order to use this personal data within the subject-matter of the insurer's business, i.e. for activities directly or indirectly related to insurance or reinsurance activities. In terms of Section 27 of the Personal Data Protection Act, the insurer is entitled to transfer the personal data of the insured/policy holder, within the necessary scope, to other states for the purposes of reinsurance. The insurer will process the insured's/policy holder's personal data in the way and scope stipulated in the insurance contract for the period necessary to ensure all the rights and duties resulting from the insurance obligation relationship.

12.1.2.

The insurer is entitled to process the insured's/policy holder's personal data to the given extent and for the given purpose even without the express consent of these persons.

12.2.

Consent to process sensitive data in connection with the insurance contract

12.2.1.

Upon entering into the collective insurance, the insured grants the insurer his/her consent to obtain information about his/her state of health through the insurer's contractual physicians, in accordance with Section 67b (10) of Act No. 20/1966 Coll. on the Care of the Health of People, as amended, and hereby authorises all requested physicians, health-care institutions and health insurance companies to disclose this information to the insurer even after his/her death.

#### 12.2.2.

The insured thus grants the insurer his/her explicit consent to process personal data about his/her state of health (sensitive data according to Section 4 (b) of the Personal Data Protection Act), provided to the insurer in relation to entering into the insurance contract or which the insurer obtained by any other method mentioned above, or created by processing the data obtained. This sensitive personal data shall be processed by the insurer or by the entrusted administrator for the use as part of the insurer's business activities, i.e. for activities directly or indirectly connected with insurance or reinsurance business.

#### 12.2.3.

Consent to process sensitive data to the extent specified in Article 12.2.2. is a condition for entering into the insurance contract. However, the insured has the right to withdraw this consent at any time. The withdrawal of this consent may only be made in writing, preferably through a recorded delivery letter sent to the insurer's registered office. The withdrawal of this consent terminates the insurance as of the day on which the insured withdrew his/her consent, but no sooner than on the day of the delivery of the consent's withdrawal to the insurer. In such a case, the insurer is entitled to premiums until the end of the insurance period.

#### 12.3.

Consent to share personal data within the group

##### 12.3.1.

The insured/policyholder also agrees that his/her personal data (in case he/she is a natural person) or its data (in case it is a legal person) can be processed by the insurer and any other Administrator, i.e. also mutually transferred between them, in order to achieve higher quality of care for the insured/policyholder, to carry out Marketing activities, to provide information about the solvency and credibility of the insured/policy holder to other Administrators and to analyse the data. The insured/policyholder agrees that his/her personal data (if a natural person) or its data (if a legal person) can be processed by the Administrator for the above mentioned purpose and to the above mentioned extent from when this consent is granted until 4 years have expired after the last contractual or any other legal relationship with any of the Administrators.

##### 12.3.2.

The consent of the insured/policy holder in compliance with Article 12.3.1. of these insurance terms and conditions is effective only in relation to the insured/policy holder who signed the insurance contract or the amendment to the existing contract with the insurer of which these insurance terms and conditions form an integral part, and only from the effective day of these conditions. For the insured/policy holder who has already signed, refused to sign or withdrawn such consent, the legal status of the consent granted, refused or withdrawn shall remain unaffected by the change in the insurance conditions.

##### 12.3.3.

This consent to process data, granted particularly pursuant to current Acts No. 363/1999 Coll., Insurance Act, No. 513/1991 Coll., Commercial Code, and No. 101/2000 Coll., Personal Data Protection Act, is voluntary and the insured/policy holder is entitled to withdraw this consent at any time in relation to any Administrator. The withdrawal of the consent must be sent to the insurer in writing. The provision of personal data is voluntary unless the generally binding regulation stipulates otherwise.

#### 12.4.

The insured/policy holder is obliged to inform the insurer of any changes in the processed personal data without undue delay.

#### 12.5.

Personal data about the insured/policy holder is processed to the extent to which the insured/policy holder has provided this data in connection with: (a) a request for a contractual or any

other legal relationship, (b) any contractual or any legal relationship established between him/her and the Administrator, or (c) which the Administrator has collected by other means and processes in compliance with the valid legal regulations for the following purposes: (i) purposes included within the consent of the insured/policy holder, (ii) negotiations on the contractual relationship, (iii) performance of the contract, (iv) protection of the insured's/policy holder's vital interests, (v) authorised publishing of personal data, (vi) protection of the rights of the Administrator, recipient or other persons involved, (vii) archiving maintained in compliance with the law, (viii) offering of business or services, (ix) transfer of the given name, surname and address of the insured/policy holder for the purpose of offering business and services in compliance with the generally binding legislation.

#### 12.6.

If the insured/policy holder so requests in writing, s/he is entitled – in compliance with the valid legislation – to receive from the insurer information on the personal data processed about him/her, the purpose and nature of processing this personal data, on the recipients of this data and on the Administrators. Moreover, the insured/policy holder is entitled to ask the insurer to correct the personal data if s/he discovers or assumes that it does not correspond with reality. If the insured/policy holder discovers or suspects that the Administrator processes his/her personal data in violation of the protection of the insured's/policy holder's private and personal life or in violation of the legal regulations, s/he is entitled to request an explanation from the insurer, or s/he is entitled to request the insurer to correct the defective situation. Regardless of the preceding provisions of this Article, if the Administrator violates the duties, the insured/policy holder has the right to contact the Office for Personal Data Protection and request adoption of remedial measures.

#### 12.7.

For the purposes of Article 12, the following terms are understood:

- the Administrator – the Insurer, Société Générale SA, B 552 120 222, a company established and existing pursuant to the French law, registered office: 29, Boulevard Haussmann, 75009 Paris (SG), FSKB members, Entities controlled by SG and Investiční kapitálová společnost KB, a.s., company registration number (IČ): 60196769;
- Marketing activities – activities the purpose of which is to inform the insured persons about the products and services of the Administrator, to present an offer to order, to mediate or procure these products and services and to evaluate the relevant data, including via email;
- Members of the Financial Group of the Bank (FSKB members) particularly Komerční banka, a.s. company registration number (IČ) 45317054 (Banka), Modrá pyramida stavební spořitelna, a.s., company registration number (IČ) 60192852; Penzijní fond Komerční banky, a. s., company registration number (IČ) 61860018; ESSOX s. r. o., company registration number (IČ) 26764652, and other entities in which the Bank has or acquires an equity interest consisting of a direct or indirect share in their registered capital;
- Entities controlled by SG – entities which SG controls and which – at the same time – either (i) have or acquire an equity interest in entities with their registered office in the Czech Republic consisting of a direct or indirect share in their registered capital, or (ii) have their registered office in the Czech Republic. If such an entity is a FSKB member, this entity is listed in the specification of FSKB members;
- Personal data includes: name, surname, address, date of birth, birth certificate number, contact details, information about solvency and credibility of the insured/policy holder-natural person, excluding the sensitive personal data pursuant to the Czech Personal Data Protection Act;
- Data on a legal person includes: identification data of the insured/policy holder-legal person, especially its trade name, place of business/registered office, company registration number (IČ), date of establishment, type of business, contact details, information about solvency and credibility of the insured/policy holder.

**Article 13 – Delivering**

13.1.

All notifications, announcements and requests about the insurance must be made in writing in Czech language and they become effective upon their delivery to the other party.

13.2.

The contracting parties are obliged to send written documents to each other via a holder of a postal licence to a previously agreed or last known address of the other contracting party. Written documents intended for the policy holder, insured person or beneficiaries may be delivered to these persons to their own hands through an insurer's employee or another authorized person.

13.3.

If the addressee is not present and did not pick up the written document, deposited at the post office, within the given delivery period (15 days), then the document can be considered delivered on the last day of this period, even if the addressee does not learn about the deposit.

13.4.

If the addressee refuses to accept the written document, this document shall be considered delivered on the day it is refused.

**Article 14 – Correspondence address**

The correspondence address of the insurer is: Komerční pojišťovna, a. s., Karolinská 1/650, 186 00 Prague 8. The correspondence address of the policy holder is: ESSOX s. r. o., Senovážné nám. 231/7, 370 01 České Budějovice, which is the main contact point for handling the matters related to this insurance.

**Article 15 – Settlement of disputes**

Should there be any complaints, it is possible to contact Komerční pojišťovna, a. s., Client Service, Karolinská 1/650, 186 00 Prague 8, or the Czech National Bank residing at: Na Příkopě 28, 115 03 Prague 1.

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**RELATED INFORMATION**

**(duty to inform pursuant to Section 66 of the Insurance Contract Act)**

**Article A. Taxes**

In case of the insured's death, total disability, inability to work or loss of job, the insurance indemnity is exempt from income tax (Sec. 4 (1) l) of the Income Tax Act).

**Article B.**

No surrender payment and no shares in profit are available under this insurance.

**Article C.**

The information about other circumstances which are subject to the insurer's obligation to disclose information, pursuant to Section 66 of the Insurance Contract Act, is contained directly in the text of these insurance terms and conditions.