

**INSURANCE TERMS AND CONDITIONS CONCERNING MERLIN INSURANCE**

Of 1 January 2015

**Article 1 – Introductory Provisions**

1.1.

This private insurance, provided by Komerční pojišťovna, a. s., identification number (IČ) 63998017, with its registered office at Karolinská 1/650, 186 00 Prague 8 (hereinafter the “Insurer”), shall mainly be governed by Act no. 89/2012 Coll., Civil Code, General Insurance Terms and Conditions for Collective Insurance, these Insurance terms and Conditions, Contract on Collective Insurance Merlin and Profi Merlin no. 3170000000 (hereinafter the “Contract”), entered into by and between the Insurer and Komerční banka, a. s., identification number (IČ) 45317054, with its registered office at Na Příkopě 33/969, 114 07 Prague 1 (hereinafter “KB” or the “Policy Holder”).

1.2.

The Insured acknowledges that these Insurance terms and Conditions shall be amended due to their nature of collective insurance, on the basis of an agreement by and between the Insurer and the Policy Holder. The Insured shall be informed by the Policy Holder about such change no less than 2 months prior to the effective date of such amendment. Article 31 of the Policy Holder’s General Insurance terms and Conditions shall apply to such amendment.

1.3.

This insurance shall be general (nonlife) loss insurance coverage.

**Article 2 – Terms and Definitions**

For the purpose of this insurance, the below mentioned terms shall be defined as follows:

- **Foreign currency** – valid currency, other than CZK, in which an account is maintained;
- **Documents** – ID card, passport, residence permit, driver’s license, and certificate of vehicle registration document (however, not the vehicle registration document itself);
- **Physical violence** – act of violence committed by a third party against the Insured, resulting in bodily injury, or an actual/real threat of violence used with a view to influence the Insured’s free will;
- **Card** – debit or credit card issued to an account in the Insured’s name by a banking institution with its registered office in the Czech Republic;
- **KB card** – card issued by KB in the Insured’s name;
- **Safe deposit box keys** – keys to lockable area of a safe deposit box used by the Insured for personal purpose (i.e. nonbusiness) on the basis of an Agreement on the Use of KB Safe Deposit Box;
- **Theft or larceny** – unauthorized appropriation of third-party insured assets, where a perpetrator seizes such assets;
- **Robbery** – use or threat of violence against the Insured to obtain insured assets, unless specified otherwise herein;
- **Mobile phone** – mobile telephone device intended for communication via mobile operators;
- **Personal effects** – daily use items, with the exception of documents and keys, for example: mobile phone, cash, MP3 player, tablet, notebook, sunglasses and prescription glasses, flash disk, wallet, and hand luggage;
- **Other keys** – keys (and, in general, any items or devices used to lock and unlock doors) to a house/apartment and vehicles of the Insured or of close relatives rightly used by the Insured;
- **PIN** – personal identification number to a card;
- **Insured** – individual included in the insurance coverage by the Policy Holder; this may refer to a KB account holder and/or person authorized by such account holder;

For risks specified in Articles 5.3 through 5.5, this refers to KB. In case KB is the Insured, the following Articles of the Insurance Terms and Conditions relating to the Insured’s rights and obligations shall not apply to KB: 3, 4, 7, 9, 10, 11, and 12;

- **Card cancellation** – prevention of execution of all authorized card transactions by canceling the card (stop list); this measure is irrevocable;
- **Account** – current or credit account, to which a credit card is issued, maintained in CZK or foreign currency by a banking institution with its registered office in the Czech Republic, opened in the name of an individual, not intended for business purposes;
- **KB account**: account maintained by the Policy Holder, to which the insurance coverage relates;

- **Card statement** – bank account statement, specifying date and amount of each transaction, together with information that it was a card transaction;
- **Card replacement** – card replacement due to its damage or Insured’s name change;
- **Authorized person** – individual authorized by KB account holder to dispose of the financial funds in such KB account;
- **Loss** – any situation, where the Insured is no longer able to dispose of insured assets owned by the Insured irrespectively of his or her will; with regard to insured third-party assets, the Insured is no longer able to use them or return them to their owner, unless specified otherwise herein;

**Article 3 – Admission to Insurance**

3.1.

The Policy Holder may only provide insurance coverage to KB current account holders and/or individuals authorized by them. With regard to a credit account, insurance coverage may only be provided to individuals who have entered a credit account maintenance agreement with KB and/or individuals authorized by them.

3.2.

Insurance coverage may be provided to no more than two people in respect of one KB account.

3.3.

At the Insurer’s request, the Policy Holder must be able to provide the Insurer with a written or other reliable proof about the moment of an individual’s admission to insurance.

**Article 4 – Effectiveness of Insurance Coverage, Duration of Cover, Coverage, and Insurance Policy**

4.1.

Individual insurance coverage shall be effective from the day the Insured is admitted to insurance.

4.2.

Waiting period

4.2.1.

The Insurer is not required to provide any indemnification/insurance benefits from claims in the course of the waiting period, if such claims occurred during the waiting period and would otherwise qualify as claims (insured events); the waiting period starts from the effective date of the relevant insurance coverage.

4.2.2.

In case new insurance is added or the sum insured is increased for existing coverage (hereinafter also the “insurance protection increase”) throughout the duration of cover, the Insurer shall pay indemnification/insurance benefits in amounts applicable to the insurance protection increase after the relevant waiting period expires, if such waiting period is agreed for the given insurance peril; the waiting period starts from the moment of the insurance protection increase. In case of any claims that occur during the waiting period as a result of the insurance protection increase, the Insurer is required to pay indemnification/insurance benefits to the extent of the insurance protection applicable prior to the change thereof.

4.2.3.

In this case, the waiting period shall be 7 days from the day the Insured is admitted to insurance by the Policy Holder; during such period, the Insurer (insurance company) is not required to provide any indemnification/insurance benefits from claims in the course of the waiting period, if the claims occurred during the waiting period and would otherwise qualify as claims;

4.3.

The insurance coverage shall also apply to claims that take place outside of the Czech Republic.

4.4.

The insurance period shall be one calendar year, i.e. a period from 1 January to 31 December.

**Article 5 – Subject Matter of Insurance**

The insurance covers financial losses incurred as a result of the following events:

5.1.

Theft, robbery or loss of card/cards with subsequent unauthorized use of such cards by a third party (even with the use of PIN); the theft, robbery or loss of one or several cards simultaneously shall be considered a single claim (insured event). Unauthorized use of cards shall also refer to financial losses incurred as a result of forced withdrawal executed due to a threat of physical violence;

5.2.

Theft, robbery or loss of cash withdrawn by the Insured from an account at a KB branch / branch of another bank, KB ATM / ATM of another bank, provided such event takes place within 48 hours after such withdrawal and solely as a result of robbery during violent assault or sudden sickness with unconsciousness or following a traffic accident, in which the Insured suffered a bodily injury;

5.3.

Refund of KB bank fees charged to the Insured in connection with lost PIN to a KB card;

5.4.

Refund of KB bank fees charged to the Insured in connection with theft, robbery or loss of KB card abroad;

5.5.

Refund of KB bank fees charged to the Insured in connection with theft, robbery or loss, and KB card replacement;

5.6.

Theft or robbery of personal effects that the Insured normally carries with him or her for personal use - provided a perpetrator violently overcomes obstacles or measures protecting insurance object from theft. Theft, robbery or loss of keys to a safe deposit box or of other keys, if such event occurs simultaneously with the card theft, robbery or loss;

5.7.

Unauthorized use of a mobile phone for calls from such phone and internet access within 48 hours from moment it is stolen - provided a perpetrator violently overcomes obstacles or measures protecting insurance object from theft; the insurance does not cover unauthorized use of a mobile phone (calls) with mobile operator prepaid cards.

#### **Article 6 – Indemnification/Insurance Benefits and their Limits**

6.1.

The beneficiary shall be the Insured, with the exception of insurance hazards pursuant to Articles 5.3., 5.4., and 5.5.; in such cases, KB shall be the beneficiary. Insurance benefits provided in respect of any and all Insured's claims that take place during one calendar year may not exceed individual indemnification limits set down for individual partial insurance covers pursuant to Article 5 and specified in Article 6.

6.2.

This insurance coverage is agreed without the Insured's deductible.

6.3.

Insurance benefits (indemnification) and the **limits** thereof shall be determined as follows:

6.3.1.

Unauthorized card use by a third party (in terms of Article 5.1.):

- a) Limit of CZK 30,000 for card payments;
- b) Lit of CZK 10,000 for ATM withdrawals.

6.3.2.

Insurance benefits shall include reasonable expenses incurred in connection with the acquisition of personal effects, documents, keys, and cash (in terms of Articles 5.2. and 5.6.) – overall limit for all personal effects amounts to CZK 15,000, maximum limit of CZK 3,000 per one personal item or set of all documents and/or set of all keys; with regard to a mobile phone, the limit shall amount to CZK 5,000.

6.3.3.

Insurance benefits shall include the settlement of KB's loss incurred due to the refund of bank fees charged to the Insured in compliance with the applicable KB Pricelist for the redelivery of a card PIN (in terms of Article 5.3.) – CZK 1,000 limit.

6.3.4.

Insurance benefits shall include the settlement of KB's loss incurred due to the refund of bank fees charged to the Insured in compliance with the applicable KB Pricelist for the delivery of a card and PIN abroad (in terms of Article 5.4.) – CZK 12,000 limit.

6.3.5.

Insurance benefits shall include the settlement of KB's loss incurred due to the refund of bank fees charged to the Insured in compliance with the applicable KB Pricelist for KB card cancellation and issuance of a duplicate KB card (in terms of Article 5.5.) – CZK 1,000 limit.

6.3.6.

Insurance benefits shall include the settlement of KB's loss incurred due to the refund of bank fees charged to the Insured in compliance with the applicable KB Pricelist for the provision of emergency cash advance (in terms of Article 5.4.) – CZK 15,000 limit.

6.3.7.

Cost of calls, text and other messages (SMS/MMS) and internet access for the period of up to 48 hours from the moment a mobile phone is stole (in terms of Article 5.7.) – CZK 5,000 limit.

6.4.

In case the financial losses pursuant to Article 5 are expressed in a foreign currency, the amount of such financial losses shall be converted to CZK for the purpose of claim settlement (handling) and payment of indemnification using the given foreign currency exchange rate of the Czech National Bank prevailing on the day of an insured event.

#### **Article 7 – Insurance Exclusions**

7.1.

Insured events (claims) shall not include any losses that arise:

- a) As a result of warlike events, other armed conflicts, and domestic disturbances, as well as any military, police, and official measures associated therewith;
- b) As a result of riots, revolt or strike;
- c) Due to acts of terrorism and other violent actions motivated politically, socially, ideologically or religiously;
- d) Due to nuclear decay or ionizing radiation.

7.2.

Moreover, the Insurer shall not cover any losses:

- a) Occurring during the waiting period;
- b) Arising due to payments executed without a card being physically present – this category includes online (internet) card payments;
- c) Knowingly or intentionally caused by the Insured, authorized person or close relative;
- d) Occurring after the card cancellation, with the exception of any losses arising from manual transactions executed until midnight (24:00) of the card cancellation day.

7.3.

The Insurer shall not provide insurance benefits pursuant to Article 5.6.:

- a) Theft of personal effects that were left in a vehicle;
- b) Theft of personal effects at the time they were set aside within any place and/or area with public access, including means of public transportation;
- c) Pickpocketing of personal effects;
- d) Files, software, and personal data included within personal effects.

7.4.

The following items or their contents, as appropriate, shall be excluded from the insurance coverage of personal effects:

- a) Checks, foreign currency, traveler's checks, coupons, ballots, securities, air and other tickets, vouchers;
- b) Precious metals and gemstones, jewelry;
- c) Weapons;
- d) Food;
- e) Medicines;
- f) Drugs and narcotics, alcohol;
- g) Sport accessories and equipment;
- h) Travel, sport, security, shopping bags/luggage and the contents thereof.

#### **Article 8 – Insurance Termination**

8.1.

Individual insurance coverage of an individual admitted to insurance (Insured) shall be terminated due to:

- a) Closing a KB account, to which such insurance coverage is provided;
- b) Changing the type of a KB account, to which such insurance coverage is provided (in case of its change from personal to business account);
- c) Authorization cancellation – for insurance coverage relating to authorized person;
- d) Exclusion of the Insured from insurance on the basis of a notification sent by the Policy Holder to the Insurer;
- e) Agreement of the Policy Holder and the Insurer;
- f) Refusal of indemnification/insurance benefits;
- g) Insured's decease;
- h) Account holder's decease.

8.2.

KB may exclude any Insured from insurance as of 31 December of each calendar year.

8.3.

KB may exclude any Insured from insurance within 2 months from the day he or she is admitted to insurance. Eight-day notice period starts on the delivery of the exclusion notification; the insurance coverage shall cease to exist upon the expiration of the aforementioned notice period.

#### **Article 9 – Insured's Obligations**

9.1.

The Insured shall comply with any necessary requirements aimed at protecting the safety of his or her card and the card's security code (PIN) and to maintain confidentiality regarding such PIN.

9.2.

The Insured may not lend his or her card to any close relative or third party.

9.3.

In case a card is lost or stolen, the Insured shall:

- a) Cancel the card without any undue delay;
- b) Report the stolen card or financial loss (in terms of Articles 5.1. and 5.2.) or stolen personal effects, keys or documents (in terms of Article 5.6.) without any undue delay and request the police to prepare a written report about the given event;
- c) Inform, without any undue delay, a municipal authority with extended competence or municipal authority in charge of the registry office about the loss of documents (in terms of Article 5.6.) and request the said authority to issue a confirmation of the given fact;
- d) In case he or she identifies any items resulting from fraudulent transactions in a card statement, caused by the use of his or her lost or stolen card (in terms of Article 5.1.), in case of financial losses (in terms of Article 5.2.), or in case of lost or stolen keys or documents (in terms of Article 5.6.), the Insured shall call the relevant telephone number without any undue delay to inform the Insurer (insurance company) of the claim.

9.4.

In case a claim occurs, the Insured shall present the following documents to the Insurer (insurance company) (this does not apply to risks specified in Articles 5.3., 5.4., 5.5.; the Insured shall present either originals or officially authenticated copies at the Insurer's request):

- a) Police report in case of theft or robbery;
- b) Medical report / ER report in case of physical violence, unconsciousness or bodily injury;
- c) In case of any unauthorized transactions, a card statement with the specification of the given transaction date and amount, together with information that it was a card transaction;
- d) In case of lost card, keys or documents, a written affidavit regarding such event;
- e) In case of lost documents, a confirmation of such fact prepared by the relevant municipal authority with extended competence or municipal authority in charge of the registry office;
- f) Invoices relating to expenses relating to the replacement of lost or stolen keys and/or documents (including given photographs) and copies of any newly issued documents;
- g) In case of any stolen personal effects, a document corroborating the purchase of new personal effects (invoice/account statement);
- h) In case of any unauthorized use of stolen mobile phone, detailed billing relating to the service provided within 48 hours after such mobile phone is stolen;
- i) Other documents corroborating the given losses, e.g. testimony (written, with a date, and signed by a witness, together with his or her name, place and date of birth, and current address), specifying details about the circumstances and consequences of an assault.

9.5.

Furthermore, the Insured shall:

- a) Provide his or her assistance in the course of the claim settlement (handling) process and provide the Insurer (insurance company) with any and all data and information;
- b) Allow the Insurer (insurance company) to take any necessary steps aimed at uncovering the cause of a claim, scope of damage, and amount of insurance benefits/indemnification, and provide the Insurer

(insurance company) with any and all information and written documents;

- c) In case of theft, robbery, or loss of keys from a safe, contact KB without any undue delay;
- d) Inform the Insurer (insurance company) without any undue delay that he or she received compensation of the incurred loss;
- e) Secure from a third party his or her right to the compensation of losses arising from a claim, as well as the right of recourse and settlement.

9.6.

The Insured shall prevent the occurrence of claims; in particular, the Insured shall not breach their responsibilities aimed at averting or mitigating risks set down for the Insured by applicable legal regulations or assumed by the Insured upon conclusion of an insurance policy, and shall not tolerate the breach thereof by third parties.

9.7.

In case the Insured breaches such obligations knowingly or under the influence of alcohol or other drugs/habit forming substances, and such breach contributes to the occurrence of a claim or more extensive consequences thereof, the Insurer may adequately reduce insurance benefits.

9.8.

The beneficiary shall submit originals or officially authenticated copies of any documents corroborating the occurrence of claims. The Insurer is entitled to make photocopies of any presented documents. Moreover, authorized KB employees may verify that a copy corresponds to an original. In case the relevant documents are issued in a foreign language, the beneficiary shall present them together with their official translation to Czech, unless they are issued in English, French, German, Russian, or Spanish.

#### **Article 10 – Legal Acts and Delivery**

10.1.

Notwithstanding the provisions of Article 1.6 of the General Insurance Terms and Conditions for Collective Insurance, it is hereby agreed that any legal acts relating to exercising the right to claim insurance benefits/indemnification do not have to be in writing.

10.2.

The Insured may exercise his or her right to claim insurance benefits/indemnification by electronic communications.

#### **Article 11 – Address for Service, Claim Reporting**

Unless specified otherwise in the relevant insurance policy or herein, the address for any correspondence shall be as follows: Komerční pojišťovna, a. s., Palackého 53, 586 01 Jihlava; it is also possible to use an address of the relevant branch of Komerční banka, a. s. (particularly for change in the Insured's address).

#### **Article 12 – Dispute Resolution**

12.1.

Any complaints may be submitted to Komerční pojišťovna, a. s., Customer Service, Karolinská 1/650, 186 00 Prague 8, or to the Czech National Bank, as appropriate.

12.2.

The Czech National Bank, with its registered office at Na Příkopě 28, 115 03 Prague 1 shall be the authority responsible for the supervision of the Insurer's activities.

**GENERAL INSURANCE TERMS AND CONDITIONS FOR COLLECTIVE INSURANCE**

Of 1 January 2015

**Article 1 – Introductory and General Provisions**

1.1.

This private insurance (hereinafter the “insurance”), provided by Komerční pojišťovna, a. s., identification number (IČ) 63998017, with its registered office at Karolinská 1/650, 186 00 Prague 8 (hereinafter the “Insurer”), shall mainly be governed by Act no. 89/2012 Coll., Civil Code (hereinafter the “Code”), and by the relevant insurance policy, which also includes insurance terms and conditions specified in such insurance policy. In case the insurance coverage also comprises the provision of assistance services, the terms and conditions for the provision of such assistance services form an integral part of the relevant insurance policy as well.

1.2.

This insurance, as well as any rights and obligations arising therefrom shall be governed by the laws of the Czech Republic. Competent courts of the Czech Republic shall have jurisdiction over any legal disputes.

1.3.

The communication language shall be Czech.

1.4.

All amounts and payments relating to insurance shall be due and payable in the Czech Republic and are quoted in the currency valid within the Czech Republic.

1.5.

Unless specified otherwise in the relevant insurance policy, the territorial effect of the insurance is not limited in any way.

1.6.

Any legal acts that do not result in the inception, change or expiration of the insurance or exercising the right to claim any indemnification under the insurance do not have to be in writing, provided such acts are executed by means that make it possible to capture the contents thereof.

1.7.

If, under another legal regulation, certain acts of the policy holder, insured or beneficiary (hereinafter collectively the “Client”) require the Client to fulfill another obligation or provide assistance to ensure that the Insurer fulfills its obligation and the Client fails to fulfill such obligation/provide such assistance together with the Client’s legal acts, the period that passes until the fulfillment of such obligation/provision of such assistance shall be considered a Client’s delay.

1.8.

Unless a special form (e.g. notarial record) is set down for the power of attorney validity by applicable legal regulations, a power of attorney awarded by the Client to an attorney must be certain, duly signed by the Client, and accepted by the attorney. Client’s signature of such power of attorney must be officially authenticated.

1.9.

The relevant insurance policy may define certain deadlines or periods based on the month/year of insurance. The month/year of insurance starts on the day the number of which corresponds to the day defined in the relevant insurance policy. The month/year of insurance for individual insurance starts on the day the number of which corresponds to the day on which the insured is admitted to insurance. In case the last month does not have such day, the insurance inception shall fall on the last day of the month.

**Article 2 – Insurance Inception and Changes**

2.1.

A collective insurance policy proposal is prepared by an Insurer’s employee or insurance intermediary authorized by the Insurer on Insurer’s behalf; it is then presented to the future policy holder (party interested in insurance) for acceptance.

2.2.

The Policy Holder may accept such proposal within 1 month from the presentation thereof, unless the proposal specifies a longer period. During the given period, the Policy Holder either:

- a) Accepts the proposal, signing the policy counterparts and returning at least one of them (intended for the Insurer) to the insurance intermediary or delivering it directly to the Insurer; or
- b) Accepts the proposal by paying the relevant insurance premium to an Insurer’s account; or
- c) Takes no action during the given period or otherwise rejects the proposal or modifies it, thereby rendering the proposal reject, whereas no insurance policy is concluded.

2.3.

In case the Policy Holder accepts the proposal by signing it or by paying the relevant insurance premium, the Insurer shall, without any undue delay, issue and deliver the policy to the Policy Holder as a confirmation of the policy conclusion.

2.4.

Individual insurance of each insured under a collective insurance policy shall come into existence at 00:00 of the day specified as the day on which the insured is admitted to insurance. The insurance policy must define the method for determining the insureds as well as the method for admitting insureds to insurance by the Policy Holder.

2.5.

The Insurer must reply to any Policy Holder’s request for insurance change within 3 months from the day such request is delivered to the Insurer. In case the Insurer fails to do so within the aforementioned period, the Insurer is deemed to no agree with the contents of such request.

2.6.

The provisions concerning the conclusion of a policy shall also apply accordingly to the conclusion of any policy amendments.

2.7.

In case the relevant parties agree on the change to the scope of coverage in the course of the insurance, such changes come into force at 00:00 of the day specified in the relevant policy amendment. Changes to the scope of coverage apply to any individual insurance of each insured under the collective insurance policy, unless such amendment expressly specifies otherwise.

**Article 3 – Obligation to Answer Questions Truthfully**

3.1.

A person interested in insurance, the Policy Holder and the insured shall truthfully answer written questions of the Insurer, provide full information and not to withhold any material facts, and submit any documents necessary for the given purpose, as appropriate.

3.2.

Any facts the Insurer comes to know based on the given answers may only be used to secure their rightful interest and fulfill legal obligations, otherwise solely with the consent of the relevant person.

**Article 4 – Insurance Premium, Method of Payment, and Consequences of the Failure to Pay**

4.1.

The Policy Holder shall insurance premium regularly for agreed periods of insurance (regular insurance premium) or all at once for the entire insurance term (lump-sum insurance premium).

4.2.

On the basis of the relevant policy, the Policy Holder undertakes to pay the relevant insurance premium to an account specified by the Insurer, in the agreed amount and way, in due and timely manner, and with any payment symbols correctly specified.

4.3.

The Policy Holder shall be liable for correct specification of payment symbol of the given insurance premium payment that identify the payment in the Insurer’s account, including any consequences thereof.

4.4.

The Insurer shall, without any undue delay, refuse any insurance premium payment made from an account maintained by a financial institution outside of the Czech Republic, sent via foreign postal services provide or made in cash.

4.5.

Regular insurance premium shall always be due and payable on the first day of the given period of insurance. Lump-sum insurance premium shall always be due and payable on the first day of the relevant insurance term. Any insurance premium that should be due prior to the policy conclusion shall be due and payable on the following day after the policy conclusion.

4.6.

The parties have agreed that the Insurer shall always satisfy its insurance premium receivables from the oldest one, using insurance premium payments in the order they were credited to the Insurer’s account.

4.7.

The Insurer may subtract any outstanding insurance premium amounts or other payable insurance receivables from any insurance benefits / indemnification.

4.8.

Upon insurance expiration, the Insurer is required to return any excess or unused insurance premium to the Policy Holder. However, the

Insurer is not required to return any excess or unused insurance premium up to the total amount of CZK 100 (incl.).

#### Article 5 – Insured Event (Claim)

5.1.

Insured event shall mean an accidental event that may or may not occur (i.e. is uncertain) and that corresponds to the definition of insurance peril pursuant to the relevant insurance policy. Insured events shall only include events that occur independently of the insured's/beneficiary's will.

5.2.

Insured events are defined separately for purchased insurance coverage. Several insured events may occur simultaneously as a result of a single cause.

5.3.

A beneficiary must prove to the Insurer that an insured event, as defined by the relevant insurance policy, in fact took place. Once the occurrence and scope of such insured event is documented, the Insurer shall be required to pay out insurance benefits/indemnification.

5.4.

Beneficiary

5.4.1.

In case of an insured event, the person specified in the relevant insurance policy shall be entitled to insurance benefits/indemnification. In case such person is not expressly specified in the relevant insurance policy, the insured shall be entitled to claim insurance benefits/indemnification.

5.4.2.

In case the given insured event relates to the insured's decease, the beneficiary shall be entitled to claim insurance benefits/indemnification. In case no beneficiary is specified by the Policy Holder or in case he or she fails to acquire the right to claim insurance benefits/indemnification, the right to insurance benefits/indemnification shall rest with the persons specified in Section 2831 of the Code.

5.4.3.

A person that would otherwise be entitled to claim insurance benefits/indemnification as a result of the insured's decease shall not be entitled to do so if the insured's death is caused by such person or a third person instructed by such person by means of premeditated crime, for which he or she is convicted.

#### Article 6 – Pledge and Assignment of Insurance Policy Receivables

6.1.

The Policy Holder may assign or pledge receivables or other rights arising from insurance (hereinafter the "rights"), subject to insured's consent.

6.2.

The right of lien or assignment of right shall be effective for the Insurer at the moment the Policy Holder notifies the Insurer of such fact or at the moment a creditor documents to the Insurer the assignment of rights/right of lien, as appropriate.

6.3.

In case of any assigned rights, the Insurer shall pay out insurance benefits/indemnification to the given assignee, to the extent of the relevant assignment.

6.4.

In case of right of lien, the Insurer shall pay out insurance benefits/indemnification to the person, for whose benefit such right of lien had been established, up to the amount of rightful receivables secured by the lien.

6.5.

Any positive difference between the amount of insurance benefits/indemnification and the amount of secured rightful receivables of the creditor or assigned receivables of the assignee shall be paid out to the beneficiary by the Insurer.

#### Article 7 – Notices to the Client

7.1.

The Insurer may send any legal acts, notifications, and other communications (hereinafter the "consignments") intended for the Client to an agreed correspondence address or last known place of residence (hereinafter the "address for service") of the Client via a postal service provider (hereinafter the "postal service") or make a personal delivery to the Client through the Insurer's employees or authorized individuals.

7.2.

The Client shall notify the Insurer of any change to the address for service without any undue delay.

7.3.

The Policy Holder shall arrange an address for service within the Czech Republic throughout the insurance term.

7.4.

Any consignment of the Insurer sent to the Client in the form of a registered letter via postal service (unless it concerns consignments sent in the form of a registered letter with advice of delivery pursuant to Article 7.5. hereof) shall be deemed delivered on the seventh day after posting.

7.5.

Any consignment of the Insurer sent to the Client in the form of a registered letter with advice of delivery via postal service shall be deemed delivered:

- a) On the day the consignment is received/accepted, as specified on the advice of delivery, if prior to the day of delivery pursuant to subsection c);
- b) On the day the Client refuses to accept such consignment, if prior to the day of delivery pursuant to subsection c);
- c) On the seventh day after the day, on which the given consignment is delivered to the Client's collection post office, even in case the Client fails to collect such consignment during the collection period or collected it after the seventh day following the delivery thereof;
- d) On the day such consignment is returned as undeliverable for other reasons.

7.6.

Clients may only invoke the invalidity of the contractual assumption of delivery pursuant to Articles 7.4 or 7.5 hereof, if they document the existence of objective reasons that prevented them from ensuring the delivery of consignment, from accepting it or from collecting the consignment from collection post office, or that rendered the consignment undeliverable for other reasons, as appropriate.

7.7.

Electronic Delivery

7.7.1.

Any consignments, for which a written legal form is not required, may be sent electronically by the Insurer to the Client, provided the Client notified the Insurer of his or her electronic address.

7.7.2.

The Client shall, without any undue delay, notify the Insurer of any change to his or her electronic address. Such electronic address shall also mean a telephone number that may receive text messages (SMS).

7.7.3.

Any consignment of the Insurer sent to the Client electronically shall be deemed delivered on the following day after it is sent to the last known electronic address of the Client.

7.7.4.

The Client may, at any time, ask the Insurer to no longer use electronic communications for the delivery of consignments. However, the Client may not ask the Insurer to only use this form of delivery.

#### Article 8 – Notices to the Insurer

8.1.

Unless otherwise specified in the relevant insurance policy or herein, any Client's consignments intended for the Insurer must be delivered via postal service to the following address: Komerční pojišťovna, a. s., Palackého 53, 586 01 Jihlava.

8.2.

Delivery through insurance intermediaries

8.2.1.

In case an insurance policy is concluded through an insurance intermediary, the Client may also deliver any consignments intended for the Insurer through such insurance intermediary.

8.2.2.

In case the given insurance intermediary acts on the basis of an agreement concluded with the Insurer (i.e. as an agent), such consignment is deemed delivered on the seventh day after it is verifiably delivered to the intermediary.

8.2.3.

In case the given insurance intermediary acts on the basis of an agreement concluded with the Client (i.e. as a broker), such consignment is deemed delivered on the third workday after it is verifiably sent by the insurance intermediary to the Insurer.

8.3.

Delivery via an electronic system

8.3.1.

The Client has the right to carry out legal acts and deliver their contents intended for the Insurer via an electronic system, provided the specific legal acts in questions may expressly be carried out in such manner.

### 8.3.2.

Electronic system shall refer to such means of communication, including third-party electronic systems (e.g. direct banking applications of Komerční banka, a.s.), that make it possible to capture the contents of the Client's legal acts, identify them, provided their records are registered systematically, successively, and are protected against changes.

### 8.3.3.

In case the Client carries out any acts via such electronic system, they shall be deemed delivered to the Insurer on the first workday after they are verifiably made (sent).

### 8.4.

Delivery via electronic communications

#### 8.4.1.

Any consignments, for which a written legal form is not required, may be sent electronically by the Client to the Insurer, to electronic addresses published by the Insurer.

#### 8.4.2.

Any consignment of the Client sent to the Insurer electronically shall be deemed delivered on the following workday after it is sent to the last known electronic address of the Insurer.

## Article 9 – Personal Data Processing

### 9.1.

Personal data processing in connection with an insurance policy

#### 9.1.1.

The Client's personal data, within the meaning of Section 4(a) of Act no. 101/2000 Coll., on Protection of personal data (hereinafter the "Personal Data Protection Act" or "PDPA"), with the exception of sensitive data, provided by the Client to the Insurer in connection with the insurance policy execution or acquired by the Insurer in another legal manner, or otherwise created through the processing of such acquired data, shall be processed by the Insurer or authorized processor in compliance with the PDPA for the purpose of the use of such personal data in the course of the Insurer's business activities – i.e. for activities directly or indirectly relating to insurance or reinsurance activities. The Policy Holder may disclose insured's personal data, to the necessary extent, to other countries for the purpose of reinsurance in terms of Section 27 of the PDPA. The Insurer shall process the Client's personal data in the said manner to the extent required under the relevant insurance policy, for the period inevitable for ensuring all rights and obligations arising from the concluded contractual relationship.

#### 9.1.2.

The Insurer may also process the Client's personal data – to the specified extent and for the agreed purpose – without the express consent of such individuals.

#### 9.1.3.

The Insured hereby acknowledges that the Policy Holder may provide the insured's data to the Insurer (insurance company), including any necessary information about the insured's banking transactions, for the above mentioned purposes.

### 9.2.

Consent to intra-group data sharing

#### 9.2.1.

In the relevant insurance policy, the Client agrees that his or her personal data – where the Client is an individual - or Client's data about a legal entity – where the Client is a legal entity - may be processed by the Insurer and any other Controller; this shall also include data sharing between such entities, for the purpose of improving customer care, carrying out Marketing Activities, informing other Controllers about the Client's financial standing and credibility, and analyzing such data. The Client agrees that the Controller may process his or her personal data – where the Client is an individual - or Client's data about a legal entity – where the Client is a legal entity – for the purpose and to the extent specified above, for the period from moment such consent is given until 4 years after the termination of the last contractual or other legal relations with any of the Controllers.

#### 9.2.2.

The Client's consent pursuant to Article 9.2.1 shall only be effective in respect of Clients, who enter into a contractual relationship or amendment to an existing contractual relationship with the Insurer, with these Insurance Terms and Conditions forming an integral part thereof, on or after the effective date of the contractual relationship, or express their consent to existing contractual relationship thereafter. With regard to Clients, who signed, refused to sign, or revoked similar consent earlier, the legal mode applicable to the consents given, refused or

revoked by them shall not be affected by the change of the Insurance Terms and Conditions.

### 9.2.3.

This consent to the data processing, given particularly in compliance with Act no. 277/2009 Coll., on the Insurance industry, the Code, Act no. 480/2004 Coll., on Certain information society services, and the PDPA, is voluntary and may be revoked by the Client in respect of any Controller at any time. The consent must be revoked in writing. Personal data are provided voluntarily, unless generally binding legal regulations specify otherwise.

### 9.3.

The Client shall notify the Insurer of any change in the processed personal data without any undue delay.

### 9.4.

Client's personal data are processed to the extent such data had been provided directly by the Client or the Policy Holder, on Client's behalf, in connection with:

- a) Request/application for contractual or other legal relationship;
- b) Any contractual or other legal relationship entered into by and between the Client and the Controller; or
- c) Data otherwise collected by the Controller and processed by the Controller in compliance with applicable legal regulations for the following purposes:
  - i) Reasons specified within the insured's consent;
  - ii) Negotiations on contractual relationship;
  - iii) Contract/agreement performance;
  - iv) Protection of Client's vital interests;
  - v) Rightful disclosure of personal data;
  - vi) Protection of any rights of the Controller, recipient, or other stakeholders;
  - vii) Archiving pursuant to applicable laws;
  - viii) Solicitation of business or services;
  - ix) Disclosure of Client's first and last name and address for the purpose of solicitation of business or services in compliance with generally binding legal regulations.

### 9.5.

Upon the Client's written request, the Client shall be entitled – in compliance with applicable legal regulations – to the provision of information about the personal data processed about the Client, purpose and nature of such personal data processing, recipients of such data, and Controllers. Moreover, the Client may also ask the Insurer to correct Client's personal data, if the Client finds out that the personal data processed by any Controller do not correspond to reality. In case the Client finds out or believes a Controller processes the Client's personal data contrary to the protection of the Client's private and personal life or contrary to legal regulations, the Client may ask the Insurer for explanation or demand that the Insurer remedy such defective state. Notwithstanding the previous provisions of this subsection, the Client may also contact the Office for Personal Data Protection with any breach of the Controller's obligations and request corrective measures.

### 9.6.

For the purpose of this Article, the below mentioned terms shall have the following meaning:

- Controller shall mean the Insurer, Société Générale SA, B 552 120 222, company incorporated and existing pursuant to French law, with its registered office at 29, Boulevard Haussmann, 75009 Paris (SG), Members of the KB Financial Group and Entities controlled by SG, and Investiční kapitálová společnost KB, a. s., identification number (IČ): 60196769;
- Marketing Activities shall mean various activities, the purpose of which is to inform Clients about the Controller's products and services, presentation of offers for ordering of such products and services, intermediation or acquisition and assessment of relevant data for such purposes, even with the use of electronic mail;
- Members of the Bank's Financial Group (Members of the KB FG) shall mainly be: Komerční banka, a. s., identification number (IČ): 45317054 (the Bank); Modrá pyramida stavební spořitelna, a. s., identification number (IČ): 60192852; KB Penzijní společnost, a. s., identification number (IČ): 61860018; ESSOX s. r. o., identification number (IČ): 26764652, and other entities, in which the Bank has or acquires ownership interest consisting in direct or indirect interest in the registered capital of such entities;
- Entities controlled by SG shall mean entities controlled by SG and also either (i) have or acquire ownership interest in an entity domiciled in the Czech Republic consisting in direct or indirect interest in such entity's registered capital; or (ii) are domiciled in the

Czech Republic. If such entity is a Member of the KB FG, it is included in the list of Members of the KB FG;

- Personal data shall mean first name, last name, address, date of birth, national ID number, contact information, information characterizing the financial standing and credibility of a Client – individual, with the exception of sensitive personal data;
- Data about a legal entity shall mean identification data of a Client – legal entity, particularly the trade name/name, place of business/registered office, identification number (IČ), incorporation date, line of business, contact information, information characterizing the financial standing and credibility of a Client.