

**INSURANCE TERMS AND CONDITIONS OF COLLECTIVE LIFE
INSURANCE TO CONSUMER CREDITS OF ESSOX**
as of 1 January 2010**Article 1 – Basic provisions**

1.1.

This private insurance provided by Komerční pojišťovna, a. s., company registration number (IČ): 63998017, company address: Karolinská 1/ 650, 186 00 Prague 8 (hereinafter referred to as the "insurer"), is regulated principally by Act No. 37/2004 Coll., the Insurance Contract Act (hereinafter referred to as the "Insurance Contract Act"), by these insurance conditions and collective insurance contract no. 3130000000 (hereinafter referred to as the "Contract"), entered into by and between the insurer and ESSOX s. r. o., company address: Senovážné nám. 231/7, 370 01 České Budějovice (hereinafter referred to as "ESSOX").

1.2.

This collective insurance as well as the rights and duties arising from it, follow the legislation of the Czech Republic. In case of any 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 related 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** – contract for financial services in which the insurer undertakes to provide indemnity within the stipulated scope if an insured event occurs and the policy holder undertakes to pay premiums to the insurer;
- b) **policy holder** – the person who has entered into an insurance contract with the insurer and is obliged to pay premiums; in this insurance it is always ESSOX s.r.o. (hereinafter referred to as "Essox") as the legal person 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 insurance and whose life or health the insurance applies to;
- d) **beneficiary** – the person who, due to an insured event, has the right to insurance indemnity; in this insurance it 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 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 specified in the Contract if an insured event occurs;
- g) **insurance period** – the period for which the private insurance of the individual insured person is stipulated in the Contract; in this insurance, this period equals the period of the insured's loan maturity as agreed between the policy holder and the insured in the loan contract;
- h) **insurance term** – the period of time stipulated in the Contract for which regular premiums are paid; in this insurance, the insurance term is a calendar month;
- i) **premium** – the payment for private insurance;
- j) **regular premium** – the premium for an insurance term paid by the policy holder in regular instalments and in the amount stipulated in the Contract;
- k) **loan** – consumer loan provided by ESSOX on the basis of a **loan contract** specified in the Contract;
- l) **instalment** – the aggregated monthly loan instalment stated in the loan application/contract;
- m) **waiting period** – the period for which the insurer is not obliged to provide insurance indemnity for events that would otherwise be insured events;
- n) **deferred period** – the period following the occurrence of the insured event for which the insurer does not provide indemnity;
- o) **insured event** – an unexpected event defined in the Contract constituting the obligation of the insurer to provide insurance indemnity;
- p) **insurance indemnity** – an amount that is, according to the Contract, paid out to the beneficiary (appointed person) if an insured event occurs;
- q) **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;

- r) **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 the state disability pension for 1st, 2nd or 3rd grade disability;
 - is on sick leave (registered as sick);
 - was on sick leave for more than 35 consecutive calendar days in the last 5 years;
 - suffers or suffered from a cardiovascular, tumour, infectious, nervous or mental disease, depression; was unconscious; suffers or suffered from an nervous system disorder (e.g. multiple sclerosis, epilepsy, cerebral palsy), locomotive organs (system) disorder, chest pain, disorder of respiratory system, liver or kidneys, diabetes; his/her state of health is or was deteriorated due to an injury or illness;
 - has been positively tested for HIV (AIDS), VHC (type C hepatitis) or VHB (type B hepatitis);
 - has been treated for more than 35 consecutive days in the last 5 years;
 - is or was addicted to alcohol or other addictive substances.
- s) **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);
- t) **age at entry** – the actual age of the insured at the moment of his/her admission to insurance;
- u) **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;

b) option B 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;

c) option C includes

- insurance against death of the insured.

Article 4 – Ascertainment of the state of health

4.1.

The insurer is authorized to ascertain and examine the state of health of the insured. Upon signing the loan contract, to which the application for insurance is attached, 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.

4.2.

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.

5.1.1.

The insured is included into the collective insurance upon signing the loan contract if s/he meets the conditions stipulated for admission in the Contract as of this date and the insurance begins at 00:00 a.m. on the day when the loan contract becomes effective, which is indicated in the policy holder's written notification concerning the loan contract acceptance (in accordance with the loan contract's conditions).

5.1.2.

The insurance options specified in Article 3 shall be applied depending on the insured's age at entry and the following conditions apply to their arrangement:

Insured's age at entry	18 – 52 yrs. inclusive	53 – 54 yrs. inclusive	55 - 68 yrs. inclusive
Insurance option available	Option A / Option B	Option A	Option C

5.2. Termination of insurance

5.2.1.

In compliance with the Contract, all insurance policies of the individual insured person are terminated in each below listed case depending on which arises first:

- at the moment of the loan contract termination;
- by expiration of the stipulated insurance period;
- by premature repayment of the loan;
- for option A: at 24:00 a.m. on the day preceding the day on which the insured reaches 62 years of age;
- for option B: at 24:00 a.m. on the day preceding the day on which the insured reaches 60 years of age;
- for option C: at 24:00 a.m. on the day preceding the day on which the insured reaches 76 years of age;
- by death of the insured;
- by payment of insurance indemnity from the insurance against total disability;
- by notice of the insurer/policy holder given within two months of admission to insurance;
- by premature termination of the loan due to the insured's default with the repayments set according to the conditions of the loan contract or due to any other violation of the loan contract conditions by the insured towards Essox;
- by refusal to provide insurance indemnity;
- by withdrawal of the insurance contract;
- by withdrawal of the insured's consent to process sensitive data.

5.2.2.

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 are awarded and when the indemnity for the inability to work is paid out in total for 24 months of inability to work.

5.2.3.

The insurance of an individual insured person is arranged for the period of the loan maturity stipulated between the parties to the loan contract. The period of the loan maturity may be extended up to the two-fold of the originally stipulated loan maturity period.

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 point does not apply if the insured dies in consequence of an accident, corresponding with the definition in Article 2 of these insurance conditions, which 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,
- submission of the original or certified copy of the contract for provision of the credit card and consumer 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),
- loan account statement(s) relating to the period of the insured event's occurrence.

The upper indemnity limit is specified in the Contract.

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 the revolving loan and credit card; original or certified copy of the decision by the Czech Social Security Administration to grant the 3rd degree disability pension to the insured,
- proof of the legitimate cause for awarding the 3rd grade disability to the insured,
- submission of the original or certified copy of the loan contract,
- loan account statement(s) relating to the period of the insured event's occurrence.

7.2.

The right to insurance indemnity does not arise if the decision to grant the 3rd grade disability pension to the insured comes into effect during the waiting period. For the purposes of this insurance, the waiting period is the period the first 12 consecutive months of 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 as a consequence of an accident as defined in Article 2 of these insurance conditions that occurred during the insurance period.

7.4.

The amount of insurance indemnity is regulated by Article 10.2. of these insurance conditions. The upper indemnity limit is specified in the Contract.

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. 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 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"). For the purposes of this insurance contract, the main employment means the employment with set minimum weekly working hours of 37.5.

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, who were not granted the 1st, 2nd or 3rd grade disability pension and lost income from this activity in relation to the inability to work.

The insurance does not apply to persons who receive 1st, 2nd or 3rd grade disability pension.

8.2.

The insured event is the insured's inability to work caused by an illness or injury of the insured that occurred in the course of the insurance in the territory of the Czech Republic and, at the same time, within the duration of the liability from the insured loan. The inability to work must be confirmed by a physician working 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 for a period longer than two months.

8.4.

The insured event 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. The waiting period shall not be applied if the insured's inability to work is the result of an accident as defined in Article 2 of these insurance conditions.

8.6.

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

8.7.

The insurer provides to the beneficiary the insurance indemnity for the period of the insured's inability to work that lasts after the expiry of the deferred period, however, a sum of 24 instalments maximum for the entire period of insurance duration unless the insurance is terminated earlier. The insurance indemnity is not paid for the period of maternity leave.

8.8.

The amount and the method of the indemnity payment are regulated by the provision of Article 10.3. of these insurance conditions. The upper indemnity limit is specified in the Contract.

8.9.

The insured is obliged to notify the insurer in writing of the insured event's occurrence without undue delay and, if objectively possible, to submit the necessary documents:

- i. 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 the 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,
- ii. 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 Trade Certificate in the case of self-employed persons,
- iii. loan account/credit card statement(s) relating to the insured event's occurrence,
- iv. original or certified copy of the contract for a consumer loan and credit card,
- v. evidence of the working inability duration - once a month. The insurer may change this interval.

If the insured event is not reported to the insurer within 4 months of the sick leave's commencement, the insurer has the right to provide indemnity only for the period of the insured's inability to work beginning on the day when the insurer was notified of the insured event.

Article 9 – Insurance against loss of job

9.1.

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 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;

For the purposes of this insurance contract, the main employment means employment with working hours of at least 37.5 per week.

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 consecutive months.

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

9.3.

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.

9.4.

In the case of loss of job, the insurer provides indemnity for each commenced month of unemployment after the expiry of the deferred period until the insured starts new employment, retires, is granted 1st, 2nd or 3rd grade disability pension, starts maternity leave, is taken into custody or commences the service of a term of imprisonment, however, for the maximum period of 4 months. The upper indemnity limit is stipulated in the Contract. The amount and the way of indemnity

payment are regulated by the provision of Article 10.4. of these insurance conditions.

Every month, the insured is obliged to provide evidence that s/he is registered with the Labour Office as a job applicant.

9.5.

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

- written notification of the insured event,
- 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,
- confirmation issued by the Labour Office stating that the insured is included in the register of job applicants,
- original or certified copy of the consumer loan and credit card contract,
- loan account statement(s) relating to the insured event's occurrence,

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.

9.6.

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. The insurer is not obliged to compensate for any potential sanctions (e.g. interest on late payment, contractual penalty) that the insured owed to ESSOX.

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 interest-bearing principal of the loan, including the due interest, as of the relevant day:

- in case of the reported insured event from the insurance against the insured's inability to work as of the commencement of this inability immediately preceding the total disability; the already provided indemnity for inability to work is offset,
- when the 3rd grade disability is awarded to the insured (excluding the 1st or 2nd grade disability).

The insurance company is not obliged to compensate for any potential financial sanctions (e.g. interest on late payment, contractual penalty) that the insured owed to ESSOX until the day preceding this date.

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 insurer covers up to 12 instalments for one insured event maximum.

The monthly loan instalment is set in the amount of the prescribed monthly repayment stated in the first regular loan account statement that was issued following the end of the month when the inability to work arose.

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 instalment falls into the period when the insured is unemployed after the expiration 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 statement issued following the end of the month when the insured lost his/her employment.

10.5.

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 required by the insurer and necessary for the insurance indemnity payment. 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 to discuss the expert's opinions.

10.6.

The upper insurance indemnity limit is stipulated in the Contract.

10.7.

The insurer has the right to offset any potential premiums arrears against the insurance indemnity.

Article 11 – Exclusions, limitations and refusal to pay 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 3rd grade disability or inability to work is a consequence of intentional self-inflicted injury any time in the course of the insurance;
- 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 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 treatment of 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. 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, No. 480/2004 Coll., on certain services of information companies, 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, Soci t  G n rale 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 Investičn  kapit lov  spoleĀnost KB, a.s., company registration number (IĀ): 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 KomerĀn  banka, a.s. company registration number (IĀ): 45317054 (Bank), Modr  pyramida stavebn  spořitelna, a.s., company registration number (IĀ): 60192852; Penzijn  fond KomerĀn  banky, a.s., company registration number (IĀ): 61860018; ESSOX s.r.o., company registration number (IĀ): 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 (IĀ), date of establishment, type of business, contact details, information about solvency and credibility of the insured/policy holder.

Article 13 – Delivering

13.1.

The insured is obliged to notify the insurer of any change in the company address or correspondence address without undue delay.

13.2.

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

13.3.

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.

13.4.

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.

13.5.

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

13.6.

If the addressee does not stay in the place of delivery without notifying the insurer of this fact, the written document is considered delivered on the day it is returned as non-deliverable.

Article 14 – Correspondence address

The correspondence address of the insurer is: KomerĀn  pojiřtovna, a.s., Karolinsk  1, 186 00 Prague 8. The correspondence address of the policy holder is: ESSOX s.r.o., Senov zn  n m. 231/7, 370 01 Āesk  Budějovice, which is the main contact point for handling the matters related to this insurance.

Article 15 – Settlement of disputes

15.1. [Should there be any complaints, it is possible to contact V p pad  st řnosti je mořn  se obr t t na KomerĀn  pojiřtovnu, a.s., Klientsk  servis Client Service, Karolinsk  1/650, 186 00 Praha 8,](#)

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.