KB Pojišťovna

**Insurance Terms and Conditions of Collective Insurance concerning KB Consumer Loans**
of 01/07/2013, as amended on 01/04/2015

**Article 1 – General Provisions**
1.1.
This private insurance, arranged by Komerční pojišťovna, a. s., ID 63998017, Karolinská 1/650, 186 00 Praha 8 (hereinafter referred to as the "insurer"), especially follows Act No 37/2004 Coll., Insurance Contract Act (hereinafter referred to as the "Insurance Contract Act"), these Insurance terms and conditions and Collective Insurance Contract No. 3010000000 (hereinafter referred to as the "Contract") entered into by Komerční pojišťovna, a. s. and Komerční banka, a. s., ID 45317054, residing at Na Příkopě 33/969, 114 07 Praha 1 (hereinafter referred to as the „policyholder").
1.2.
This collective insurance, including the rights and duties arising from it, follow the legal environment of the Czech Republic. In case of any legal actions the Czech Republic courts of law have the final decision.
1.3.
Czech 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 Czech Republic territory.

**Article 2 – Definitions**
Among others, the following terms are defined for these Insurance terms and conditions:
a) **insurance contract** – an agreement on financial services whereby the insurer undertakes to provide benefits of an agreed scope upon the occurrence of a fortuitous event and the policyholder undertakes to pay premium to the insurer
b) **written questions of the insurer** – insurer's questions about the health state of the insured included in document Health declaration
c) **policyholder** – the person who entered into the insurance contract with the insurer and is obliged to pay the premium; in this insurance Komerční banka, a. s. (hereinafter referred to as the „KB") is the policyholder as a legal person advancing a credit
d) **the insured** – a natural person, to whom the policyholder gave a credit, and who complies with conditions for awarding insurance, and to whose life or health the insurance applies; if there is one credit given to more natural persons, who comply with conditions for awarding insurance, all those persons are insured and in such case term the "insured" is thereinafter in singular form used, that shall indeed determine each of the mentioned persons for these insurance terms and conditions purposes
e) **beneficiary** – a person who due to the insurance event has the right to the insurance indemnity; KB is always the beneficiary in this insurance
f) **appointed person** – a person who, due to the death of the insured, has the right to the insurance indemnity; KB is the appointed person in this insurance
g) **full invalidity** – invalidity of third grade
h) **insurance of the agreed sum** – insurance in which, in case of an insured event, the agreed lump-sum or regular financial amount is paid out by the insurer within the range agreed in the Contract
i) **insurance period** – period for which the private insurance of the insured was arranged; the insurance period corresponds to the duration (validity) of the credit in this insurance
j) **insurance term** – period agreed in the Contract for which the regular premium is paid
k) **premium** – payment for the private insurance
l) **regular premium** – premium for the insurance term paid by the policyholder in regular payments in amounts agreed in the Contract
m) **credit** – consumer credit given by the policyholder to the insured in terms of credit agreement and specified in the Contract
n) **waiting period** – the period during which insurer has the right not pay insurance indemnity for events that would be insurance events otherwise
o) **insurance event** – random event given in the Contract relating to the rise of the insurer's obligation to pay insurance indemnity
p) **insurance indemnity** – an amount that, according to the Contract, is paid out in case an insurance event arises. The maximum amount of insurance benefit for the risk of death or full invalidity of the insurace is 2.500.000 CZK.
q) **accident** – an unexpected and sudden activity of external forces or own physical forces independent of the insured's will, or an unexpected and continuous activity of high or low temperatures, gases, steams, radiation (with the exception of nuclear one), electric current and poisons (with the exception of microbial poisons and immunotoxic substances) independent of the insured's will, which caused death or the health damage of the insured during the insurance; for the purposes of this insurance a health damage means a body damage; an accident also means the following events independent on the insured's will – death by drowning and death caused by a lightning (thunderbolt)
r) **professional sport activity** – practicing of sport activities for an income from a dependent working activity (employment) or an income from independent working activity (self-employed occupation)
s) **age-at-entry** – the real age of the insured at the moment of entering into the insurance

**Article 3 – Insured risks and options**
This life insurance of the agreed sum, that is arranged to a credit, includes:
- Insurance for the Case of Death of the Insured;
- Insurance for the Case of Full Disability of the Insured;
- Insurance for the Case of Work Inability of the Insured;
- Unemployment Insurance.

**Article 4 – Ascertaining of the health state**
4.1.
The insurer is authorized to ascertain and check up on the state of health of the insured. Signing of the credit contract and signing of the Health declaration establishes the insurer's right to demand reports about the insured's state of health from medical establishments where the insured is being treated or has been treated, reports on his/her medical condition. The Insurer may require that the Insured be examined by a medical specialist set by the Insurer. The right to ascertain and investigate the state of health of the insured is established during the settlement of an insurance event and remains after the insured's death. Information the insurer learns about when ascertaining the state of health of the insured may be used solely for the insurer's own requirements unless the insured gives consent.
4.2.
The Insured shall answer truthfully and completely all written questions of the Insurer, related to the insurance being arranged.

**Article 5 – Beginning and termination of the insurance**
5.1.
The insured enters into the collective insurance of consumer loans on the day of his/her signature of the Health declaration and the loan contract and/or addendum to it in which the insured consents to his/her inclusion in collective insurance relating to consumer loans in the form of a supplementary banking service, when complying with the conditions for awarding insurance given in the Contract.
5.2.
The age-at-entry of insured has to be between 18 and 60 years, inclusive. Sum total of the age-at-entry and insurance period must not exceed 62 years.
5.3.
Beginning of the insurance of individual insured is
- on the first day of drawing of the loan provided in the case that the drawing of the loan does not commence at the time of joining collective insurance according to Article 5.1
- on the first (1st) day of the following month the making of an addendum to the loan contract on inclusion in collective insurace in the case that the drawing of the loan has already commenced at the time of joining collective insurance according to Article 5.1

5.4.
In accordance with the Contract all insurance of the insured terminates by:
- on the day of premature credit repayment
- death of the insured;
- insurer's notice of cancellation within 2 months from entering into insurance;
- at 24:00 of the day preceding the day of on which the insured reaches 63 years of age;
- with the application of an exclusion from insurance according to Article 11.1 h) in consequence of having stated false or incomplete information or modified wording of the Health declaration.
- Upon revocation of consent to process sensitive information
- Upon the exclusion of the insured person from the insurance by the policy holder due to the decision of the bankruptcy of the insured person.

- Upon the exclusion of the insured person from the insurance by the policy holder at the request of the insured person according to a made addendum to the loan contract on the termination of insurance as a supplementary banking service.

5.5.
Insurance for the Case of Work Inability terminates on the day the insured won't have his/her permanent residence in the territory of the Czech Republic or the day the insured will be awarded an invalidity pension for disability of first, second or third grade or will receive the state retirement pension or extraordinary state retirement pension.

**Article 6 – Insurance in Case of Death**

6.1.
Provided the insured dies during the insurance period, the insurance indemnity will be remitted to the appointed person.
6.2.
The insurance indemnity is paid out, if only original of death certificate or its certified copy, evidence proving the cause of insured's death (e.g. confirmation of insured's physician, Policy protocol, autopsy study, statement about the cause of death from the relevant registry office) and furthermore Health declaration are submitted. The responsible KB employee can also verify the conformity of the original document and its copy.

**Article 7 – Insurance in Case of Full Disability**

7.1.
Provided the insured is awarded an invalidity pension of third grade in the course of the insurance in accordance with the social security regulations, the insurance indemnity will be remitted to the beneficiary. The insurance indemnity is paid out, if only original of confirmation of Czech social security authority or its certified copy and furthermore Health declaration are submitted. The responsible KB employee can also verify the conformity of the original document and its copy.
7.2.
The right to insurance indemnity won't arise in case the insured is awarded an invalidity pension of third grade during the waiting period. For the purposes of this insurance, the waiting period means the period of the first 12 consecutive months in the course of insurance.
7.3.
Provision of the previous paragraph is not applied in case the insured is awarded an invalidity pension of third grade as a result of an accident in terms of Article 2 of these Insurance terms and conditions, which happens to the insured in the course of the insurance.
7.4.
The insurance indemnity is paid out, if only the insured proves the reason for awarding his/her invalidity pension of third grade.
7.5.
The insurance indemnity is paid out in the amount of the outstanding principal of the loan on the date of recognition of third degree invalidity according to social security regulations. The day on which the insured is awarded the invalidity pension of third grade pension means the day, or more precisely date, released in confirmation of Czech social security authority as the day from which awarding the invalidity pension of third grade of insured is effective.

**Article 8 – Insurance in Case of Work Inability**

8.1.
The insurance relates only to the citizens of the Czech Republic and EU in their full employment relationships established on the basis of work contracts in accordance with Act No. 65/1965 Coll., the Labour Code, eventually Act No. 262/2006 Coll., the Labour Code, as amended (hereinafter only referred to as the "Labour Code"), for an indefinite period of time or for a definite period of time exceeding one year, as well as to the citizens of other coutries in their full employment relationships established on the basis of work contracts in accordance with the Labour Code, as amended, for an indefinite period of time or for a definite period of time exceeding one year, who comply with conditions of Act No. 435/2004 Coll., the Employment Code, as amended (hereinafter referred to as the "Employment Code"). The insurance also relates to the citizens of the Czech Republic and EU, who receive income from independent working activity registered and provided in the Czech Republic and who are not awarded an invalidity pension for invalidity of first, second or third grade and who, in connection with working inability, would suffer a pecuniary loss.
8.2.
Insurance event is a medically confirmed work inability caused by an illness or an injury suffered by the insured in the course of the insurance period in the territory of the Czech Republic.
8.3.
In accordance with these Insurance terms and conditions, work inability occurs when the insured, as decided medically, cannot and does not perform in any way his/her job or other employment, even for a limited number of working hours, or any controlling or inspection activity for a salary or wage.
8.4.
In consideration of the character of this type of insurance, any insured accident shall commence on the day of medically established work inability and terminate on the day the work inability is terminated upon a medical decision.
8.5.
For the purposes of this insurance, waiting period means the period of the first 3 consecutive months from insurance commencement. Waiting period is not applied in case work inability of insured occurs as a result of an accident in terms of Article 2 of these Insurance terms and conditions, which happens to the insured in the course of the insurance.
8.6.
If the work inability of the insured exceeds 28 consecutive days, the insurer pays out insurance indemnity per each day from the beginning of insured's work inability up to termination of insurance, at the longest. Where insurance benefit is paid in the course of the effect of an insured event, the insured person is obliged to prove the continuation of incapacity to work once a month. The insured may extend this interval.
8.7.
The Insured is obliged, without any delay, to notify, in written form, the insurer that insurance event occured and show documents required by the insurer, if objectively possible. In case the insurer fails to do that within 3 months from the beginning of his/her work inability, the insurer has the right to pay out insurance indemnity from the day the required documents are submitted.
8.8.
A necessary conditions for payment of insurance indemnity is submission of:

i. a form showing the commencement, lasting and termination of the work inability certified by the competent physician. Any relevant expenses related to issuing of this form shall be paid by the insured. It is unacceptable to issue the form by the competent physician who is simultaneously a spouse, partner, sibling, parent, child or any other person closely related to the insured in terms of Section 116 of the Civil Code Act,
ii. employer's confirmation proving employment relationship (employment) of insured or employer's confirmation that employment relationship of insured is not in the cancelling term or did not cancelled by agreement; in the case of persons receiving income from independent working activity the copy of Trade Certificate,
iii. Health declaration.

8.9.
Insurance in case of work inability terminates, if work inability of insured lasts more than 365 consecutive days or if work inability of insured in the course of 730 consecutive days lasts 500 days in total. In such case Insurance in case of work inability terminates on the last day of the terms mentioned above.

**Article 9 – Insurance in case of Unemployment**

9.1.
The insurance only relates to the citizens of the Czech Republic and EU in their full employment relationships established on the basis of work contracts in accordance with the Labour Code for an indefinite period of time or for a definite period of time exceeding one year as well as to the citizens of other countries in their full employment relationships established on the basis of work contracts in accordance with the Labour Code for an indefinite period of time or for a definite period of time exceeding one year, who comply with conditions of the Employment Code and the insured person is simultaneously kept on record in the records of applicants for employment by the relevant body of the Czech Republic.
9.2.
In this insurance, waiting period means the period from insurance commencement and also from the day of entering into any new employment relationship. The length of the waiting period is 6 consecutive months.
9.3.
In this insurance, deferred period means the period of the first 2 consecutive months of insured's unemployment.
9.4.

The title to unemployment insurance indemnity arises only provided the employer dismissed the employee for the following reasons:

a) the employer or a part thereof is under dissolution (Section 52, subsection 1, letter a), respectively Section 46, subsection 1, letter a) of the Labour Code Act),
b) the employer or a part thereof is transferred (Section 52, subsection 1, letter b), respectively Section 46, subsection 1, letter b) of the Labour Code Act), or
c) the employee becomes redundant with regard to a decision of the employer or a competent body on a change of its orientation or technical equipment, as well as on a reduction in the number of employees in order to increase work efficiency, or on other organizational changes (Section 52, subsection 1, letter c), respectively Section 46, subsection 1, letter c) of the Labour Code Act),

or the employment has been terminated by agreement from the above mentioned reasons.

9.5.

In the case of unemployment, the insurer shall remit insurance indemnity for every commenced month following the deferred period, up to the moment of entering new employment relationship, retiring, taking maternity leave, being taken into detention or beginning imprisonment, however, for a maximum period of 6 months.

9.6.

Provided any insured accident occurs, the Insured shall submit a copy of his/her work contract, copy of credit certificate and copy of the notice or the agreement showing the date and the reason for terminating of the employment relationship and submit his/her evidence in unemployment registry governed by the employment bureau. Confirmation of registration of job applicants is not required to prove only if the insured is incapable of work, which follows the termination of employment.The insured with non-EU citizenship of is obliged to submit extra copy of employment permit or permit of his/her permanent residence in the Czech Republic.

9.7.

The insured shall report and document his/her entering into new employment relationship, retirement, an invalidity pension for invalidity of first, second or third grade, or taking maternity leave, beginning imprisonment, within one month of the date of the change.

**Article 10 – Insurance Indemnity**

10.1.

Provided the insured dies during the insurance period, the insurance indemnity will be remitted to the appointed person in the amount of justified outstanding debt (i.e. in the amount of outstanding principal of credit relative to month and year in which insurance event occurred).

10.2.

Insurance indemnity in case of permanent disability provided in the amount of the outstanding principal amount of the loan on disability grant third degree.

10.3.

Work inability insurance indemnity shall be provided daily in the amount of 3.3% of the monthly credit instalment.

10.4.

Unemployment insurance indemnity shall be provided monthly in the amount of 100 % of monthly credit instalment.

10.5.

The insured is obliged to report, in written form, to the Insurer that the insurance event occured. The insured or the authorised person is obliged to present the necessary documents for payment of an insurance indemnity, which the insurer requires, and inform the insurer about changes that influence the payment of insurance indemnity. The insured is also obliged to undergo a medical examination at the request of the insurer. Should these obligations not be fulfilled, the insurer shall not pay out the insurance indemnity. The insurer has the right to ascertain and investigate submitted documents as well as the right to require and consult expert's reports.

10.6.

The upper limit of the insurance indemnity is given in the Contract. A common limit of performance for one and all claims from the insurance against disability and death of the insured is 2,500,000 CZK.

**Article 11 – Exclusions, limitations and rejection of indemnity payment**

11.1.

The insurer is not obliged to pay out insurance indemnity from insurance events:

a) that occur as a consequence or in connection with military actions or civil war, civil riots or terrorist attacks, a revolt or uprising;
b) that occur during the driving motor vehicle by the insured with no driver's licence or if the motor vehicle was driven without authorization;
c) in case of death of insured as a consequence of a suicide;
d) in case of full disablement or work inability of the insured due to an intentional self-infliction of the insured during the insurance;
e) in connection with consumption our consuming of alcohol or addictive or toxic substances by insured or in connection with drug abuse or poisoning as a consequence of the consumption solid or liquid or fluent form as a result of carelessness;
f) in connection with the accident or illness that occurred before his/her entering into the insurance and for that insured was treated, was under medical monitoring, or their symptoms occurred or were diagnosed, in the course of 5 years before entering into the insurance;
g) in case of AIDS, VHB (B hepatitis), VHC (C hepatitis).
h) if, during investigation of the loss event that the insured signed the Declaration of health, even if they have not fulfilled the conditions for his signature, which gave false or incomplete information, or a statement that the text edited

11.2.

The insurer is authorised to reduce indemnity by up to a half:

a) in case the insured event happened in connection with actions of the insured, for which he/she was found guilty of a crime by a court of law;
b) in connection with actions by which the insured caused great injury or death to another person or otherwise grossly breached an important interest of the society;
c) if it is discovered that the appointed person or the insured had presented different information about the rise of an insurance event than the one that became apparent from the investigation of the insurer or if such information was concealed.

11.3.

The insurer shall not pay the insured indemnity in the following cases of work inability:

a) the treatment of the insured in establishments for the treatment of alcoholism, drug, gambling and other addiction;
b) work inability due to a psychiatric or psychological finding (F00 – F99 diagnosis according to the international classification of diseases);
c) the insured has suffered injury in relation to a professional sporting activity;
d) in connection with the following sports activities: canyoning, sky-surfiing, bungee-jumping, shark-diving, rafting, blace-water-rafting, heli-skiing(biking), diving in depth more than 30 meters, mountain-climbing, paraglaiding, motorless flying, parachute descent from aircrafts and from uphill;
e) the insured does not stay in the place notified to his/her physician (given in confirmation of insured's work inability), except for those cases when
   I. he/she is under necessary treatment in a hospital;
   II. he/she has left his/her place notified to his/her physician with the approval of his/her physician (his/her leaving is permitted by his/her physician as a part of confirmation of insured's work inability);
   III. the insured has been unable to work during his/her temporary stay out of his/her place of permanent residence for the reason of acute illness or injury suffered there, provided his/her return is out of question from medical point of view;
f) curative stays in sanatoriums, health resorts and physiotherapeutic centres, except those cases when the stay therein is an indispensable part of illness or injury treatment from medical point of view and the insurer has granted a prior written approval to this curative stay;
g) work inability related to pregnancy, hazardous pregnancy, childbirth and abortion;
h) the pains of insured's back and their complications during the first 2 years from the beginning of insurance (M40 – M99 diagnosis according to the international classification of diseases);
i) the insured suffered injury in relation to work accident or occupational disease;

j) during the period the insured draws maternity indemnity or parent's allowance, during the period of further maternity leave of the insured who has no title to maternity indemnity, and also during the period the insured would draw maternity indemnity in accordance with legal regulations;
k) the insured exposes himself/herself to a danger deliberately;
l) the insurer has learned about any breach to curative regime; in that case, from the day of this discovery;
m) the insured has consented to be made subject to testing products before being certified, registered and approved for manufacture or distribution (drugs, etc.);
n) work inability related to cosmetic operations.

11.4.
The insurer is entitled to refuse insurance indemnity if the cause of the insurance event was a circumstance of which the insurer learned after the insurance event and which the insurer could not have discovered at the time the insurance was arranged or its change due to the fact that the written questions of the insurer were answered untruthfully or incompletely by the insured, intentionally or out of negligence, and if the insurer would not have arranged the insurance, or would have arranged the insurance under different conditions, had the insurer known of the given circumstances. The insurance terminates on the date of delivery of notification of refusal to pay insurance indemnity.

**Article 12 – Insured's/Policyholder's personal data processing**

12.1.
Personal data processing in connection with the insurance contract
12.1.1.
The personal data of the insured person (with the exception of sensitive data) which the policy holder provided the insurance company in relation to the inclusion of the insured person in the insurance and in relation to the provision of benefit as data required for the entering into of the insurance and the provision of benefit or which the insurance company obtained in another legal way or which it generated by processing the data obtained in this way shall be processed by the insurance company in accordance with Section 4(a) of Act No. 101/2000 Sb. on personal data protection (hereinafter referred to as the "Personal Data Protection Act") or by a processing person which it authorises in accordance with the Personal Data Protection Act, this with the aim of using this personal data within the scope of the business activity of the insurance company; i.e. relating to activities directly or indirectly connected to insurance or reinsurance activity. The insurance company is authorised to transfer the personal data of the insured person to the necessary extent in accordance with Section 27 of the Personal Data Protection Act to other states for the purpose of reinsurance. The Insurer shall process the personal data of the insured person in the specified way to the extent required by the insurance contract/insurance of the insured person for the period which is absolutely essential to safeguard all rights and duties ensuing from relations of obligations arising from insurance. The insured person is aware that the policy holder is authorised to transfer data concerning the insured person, including essential data concerning his/her banking transactions, to the insurance company for the above-mentioned purposes.
12.1.2.
The personal data of the insured/policyholder can be processed in the above mentioned scope and for the above mentioned purposes without the explicit agreement of these persons.
12.2.
Sensitive personal data processing consent connected with the insurance contract
12.2.1.
By entering into the insurance contract the insured awards the consent to insurer for purposes of obtaining data about his/her health condition, through the contractual physicians of the insurer, in compliance with Section 67b subsection 10 of Act No. 20/1966 Coll., Care for health of people Act, as amended, and authorizes all doctors, health offices and institutions and health insurance companies to disclose this data, even after the death, to the insurer.
12.2.2.
The insured/policyholder agrees that the insurer can process his/her personal data relevant to his/her health state (the sensitive personal data according to Section 4 Par. b of the Personal Data Protection Act), which were awarded by him/her or that the insurer obtained by a different legal way, or that he/she created by processing of data obtained in this way. This sensitive personal data will be processed by the insurer or by a processor that the insurer authorizes, within the subject of the business of the insurer and also to activities directly or indirectly related to insurance and reinsurance activity.
12.2.3.
The granting the agreement mentioned in the Article 12.2.2. is necessary for arrangement of the insurance contract. The granted agreement can be withdrawn only in written form in the letter sent to the insurer. This withdrawal will cause an automatic termination of the insurance on the date of the withdrawal, however, on the day of delivery to the insurer, at the earliest. In this case the insurer has the right to the premium till the end of the insurance.
12.3.
Shared personal data processing
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 legal person) are processed by the insurer and every subsequent Administrator, it also means the data transferred among them, for the purpose of achieving a better-quality care of the insured/policyholder, implementing Marketing activities, informing other Administrators of bonding capacity and credibility of the insured/policyholder, and analyzing the data. The insured/policyholder agrees that the Administrator processes his/her Personal Data for the purpose and in the extent mentioned above during the period after granting this consent until expiration of 4 years of termination of the last contractual or another legal relationship with any of the Administrators.
12.3.2.
The consent of the insured/policyholder, according to Article 12.3.1 of these Insurance terms and conditions, is effective only in relation to the insured/policyholder who signed the contract or the amendment to the contract (with these Insurance terms and conditions as an integral part), on the effective date, at the earliest, of these Insurance terms and conditions. For the insured/policyholder who signed, refused to sign or withdrew similar consent, the legal mode of the consent granted, refused or withdrawn before, remains unchanged by the change of the Insurance terms and conditions.
12.3.3.
This consent to processing of Personal Data, granted especially by the valid Acts No 363/1999 Coll., Insurance Business Act, No 513/1991 Coll., Business Code, No 480/2004 Coll., About some Services of the Information Society, No 101/2000 Coll. and Personal Data Protection Act, is voluntary and the insured/policyholder is entitled to withdraw it anytime in relation to any Administrator. Consent withdrawal must be sent to the Insurer in a written form. Personal Data provision is voluntary unless a generally binding legal regulation stipulates otherwise.
12.4.
The insured/policyholder is obliged, without undue delay, to inform the insurer about the change of the processed personal data.
12.5.
Personal Data about the insured/policyholder is processed to the extent in which the insured/policyholder has provided it in relation to (a) request for contractual or other legal relationship, (b) with any contractual or another legal relationship established between him/her and the Administrator, or (c) which the Administrator has collected otherwise and processes them in compliance with valid legal regulations for the following purposes: (i) purposes included within the consent of the insured/policyholder, (ii) negotiations about the contractual relationship, (iii) performance of the contract, (iv) protection of the vital interests of the insured/policyholder, (v) authorized publishing of personal data, (vi) protection of the rights of the Administrator, recipient or other persons involved, (vii) filing kept in compliance with the law, (viii) offering business or services, (ix) handing over the name, surname, and address of the insured/policyholder for the purpose of offering business and services in compliance with generally binding legal regulations.
12.6.
If the insured/policyholder asks the Insurer in writing, he/she is entitled - in compliance with valid legal regulations - to the provision of information on Personal Data processed about him/her, the purpose and nature of processing of Personal Data, on recipients of this data and the Administrators. Furthermore, the insured/policyholder is entitled to ask the insurer for correction of Personal Data if it is discovered that the Personal Data processed by any of the Administrators does not correspond with reality. If the insured/policyholder finds out or thinks that the Administrator processes his/her Personal Data in violation of protection of the insured's/policyholder's private and personal life or in violation of legal regulations, he/she is entitled to seek an explanation from the insurer. If appropriate he/she is entitled to ask that the Insurer

corrects such defective state. Irrespective of the preceding regulations of this paragraph, the insured/policyholder is entitled to contact the Office for Personal Data Protection (if the Administrator breached duties) with request to take appropriate measures for adjustment.
12.7.
For the purpose of the Article 12, the following is understood:

- the Administrator – the Insurer, Société Générale SA, B 552 120 222, the company established and existing pursuant to the French law, residing at 29 Boulevard Haussmann, 75009 Paris (SG), FSKB members, Investiční kapitálová společnost KB, a. s., ID 60196769 and the Persons controlled by SG;
- Marketing activities – collection of activities, the purpose of which is informing the insured/policyholders about products and services of the Administrator, submitting an offer for their order, mediation or acquisition and evaluation of appropriate data for these purposes, this also by means of email;
- Members of the financial group of the Bank (FSKB members) - particularly Komerční banka, a. s., ID 45317054 (the Bank), , Modrá pyramida stavební spořitelna, a. s., ID 60192852, Penzijní fond Komerční banky, a. s., ID 61860018, ESSOX s. r. o., ID 26764652 and other subjects in which the Bank has or will have capital participation consisting in direct or indirect share in their basic capital;
- Persons controlled by SG – subjects that SG controls and that, at the same time, either (i) have or will have capital participation in subjects seated in the territory of the Czech Republic consisting in direct or indirect share in their basic capital, or (ii) have seat in the territory of the Czech Republic. If such subject is a member of FSKB, this subject is then included in the specification of FSKB members;
- Personal Data – name, surname, address, date of birth, birth number, contact data, financial standing and credibility of the insured/policyholder as the natural person, no sensitive personal data according to the Czech Personal Data Protection Act;
- Data about the Legal Person – identification data of the insured/policyholder as the legal person, especially business name, place of business, ID, date of establishment, type of business, contact data, financial standing and credibility of the insured/policyholder.

**Article 13 – Delivering**
13.1.
All information, announcements and requests relating to the insurance must be made in a written form in Czech or Slovak language and they are effective as of date of delivery to the other contractual party.
13.2.
The contractual parties are obliged to send written documents via a holder of a postal licence to an address agreed in advance or to the last known address of the other contractual party. Written documents intended for the policyholder, the insured or beneficiary may be given to these persons directly by the insurer via the insurer's employee or other person authorized by the insurer.
13.3.
If the addressee of a written document wasn't reached at the time of delivery and if this addressee failed to collect a written document stored at the postal licence holder within the set delivery period (15 days), the last day of this period shall be considered the date the written document was delivered to the addressee, even if the addressee did not learn of such poste restante.
13.4.
If the addressee refuses to take receipt of a written document, this document shall be considered as delivered on the date on which such receipt was refused.

**Article 14 – Correspondence Address**
The mailing address for correspondence addressed to the insurer is Komerční pojišťovna, a. s., Karolinská 1, Praha 8 186 00. The mailing address for insurer's and insured's correspondence addressed to the policyholder is address of any branch of Komerční banka, a.s.

**Article 15 – Disputies**
In the event of a dispute, it is possible to contact Komerční pojišťovna, a. s., Customer Service, Karolinská 1/650, 186 00 Praha 8, or the Czech National Bank, Na Příkopě 28, 115 03 Praha 1.

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**RELATED INFORMATION**
**(Information duty according to Section 66 of the Insurance Contract Act)**

**Article A. Taxes**
In the event of death, full disability, work inability or the loss of job the insurance indemnity is free of income tax (section 4, subsection 1, letter l) of the Income Tax Act).

**Article B.**
In this insurance the insurer does not pay out surrender value and does not attribute the profit sharing.

**Article C.**
Information about other circumstances subject to the insurer's obligation to disclose information under Section 66 of the Insurance Contract Act is contained directly in the text of these Insurance terms and conditions.