

INSURANCE TERMS AND CONDITIONS OF THE OPTIONAL COLLECTIVE INSURANCE AIMED AT PAYMENT PROTECTION TO 'A KARTA' AND 'LADY' CREDIT CARDS

as of 1 April 2011

Article 1 – Basic provisions

1.1.

This private insurance of persons 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 especially regulated by Act 37/2004 Coll., the Insurance Contract Act (hereinafter referred to as "the Insurance Contract Act"), these insurance conditions and the Collective Insurance Contract no. 3230000000 as of 1 April 2011 (hereinafter referred to as "the Contract") entered into by and between the insurer and Komerční banka, a. s., company registration number (IČ) 45317054, company address: Na Příkopě 33/969, 114 07 Prague 1 (hereinafter referred to as "the KB").

1.2.

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

1.3.

The Czech language is the language of communication.

1.4.

All amounts and payments 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) **regular premium** – the premium for an insurance term paid by the policy holder in regular instalments of the amount stipulated in the Contract;
- b) **waiting period** – the period during which the insurance company is not obliged to provide insurance indemnity for events that would otherwise be classified as insured events;
- c) **deferred period** – the period following the commencement of an insured event during which no indemnity shall be paid;
- d) **appointed person** – the person who, due to the death of the insured, has the right to insurance indemnity; it is always KB in this insurance;
- e) **insurance of the agreed sum** – insurance in which the single or repeated indemnity shall be provided by the insurer to the extent stipulated in the Contract if an insured event occurs;
- f) **beneficiary** – the person who, due to the insured event, has the right to insurance indemnity; it is always KB in this insurance;
- g) **written questions of the insurer** – questions of the insurer concerning the state of health of the insured and written in the Health Declaration;
- h) **total disability** – third-grade disability;
- i) **insurance period** – the period for which the private insurance of an individual insured person was arranged;
- j) **insurance contract** – the contract for financial services in which the insurer undertakes to pay out the indemnity stipulated if an insured event occurs and the policy holder undertakes to pay the premium;
- k) **insured event** – an unexpected event defined in the Contract, constituting the obligation of the insurer to provide insurance indemnity;
- l) **premium** – the payment for private insurance;
- m) **insurance term** – the period of time, stipulated in the Contract, for which the regular premium shall be paid; it is always 1 calendar month in this insurance;
- n) **insurance indemnity** – the amount which is, according to the Contract, paid out to the beneficiary (appointed person) if an insured event occurs
- o) **policy holder** – the person who entered into an insurance contract with the insurer and is obliged to pay premiums; being the legal person that provides the loan, it is always KB in this insurance;
- p) **insured person** – the natural person to whom the policy holder provided the loan, who simultaneously meets the conditions for admission to insurance and to whose life or health the insurance applies;
- q) **professional sports activity** – performance of a sports activity from which employment earnings are received or which generates earnings defined as earnings from another independent gainful activity (performance of an independent occupation);

- r) **injury** – unexpected and sudden effect of external/own forces 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 injuries – death by drowning or strike of lightning;
- s) **loan** – the loan provided to the credit card according to the Contract for a Personal Credit Card;
- t) **age-at-entry** – the actual age of the insured at the moment of his/her admission to insurance;
- u) **loan maturity notice** – a monthly statement in which KB informs the insured, in accordance with the relevant contractual conditions, about the immediate maturity of the whole used principal or of its part and appurtenances

Article 3 – Insured risks and options

This private life insurance of the agreed sum, which is arranged to the loan, 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.

Article 4 – Ascertainment of the state of health

The insurer is authorised to ascertain and examine the state of health of the insured. The signing of the Contract for a Personal Credit Card constitutes to the insurer 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 by a physician appointed by the insurer itself. The right to ascertain and examine the state of health arises during the settlement of the claim and lasts even after the death of the insured. The facts that the insurer discovers when ascertaining the state of health may be used for its own needs only, otherwise solely with the consent of the insured.

Article 5 – Inception and termination of insurance

5.1.

The policy holder includes the insured person into the collective insurance of credit cards immediately after the arrangement of the additional banking service of the payment protection insurance which is part of the Contract for a Personal Credit Card provided that the insured meets the admission conditions specified in the Contract, or any time later immediately after the arrangement of the relevant Amendment to the Contract for a Personal Credit Card, if the insured has signed the Health Declaration. The Health Declaration shall be signed on the day of arrangement of the additional banking service and one copy shall be provided to KB on the same day. The insured shall not modify the text of the Health Declaration or enter any data other than his/her answers to questions.

5.2.

The insured's age at entry shall be 18 years minimum and 55 year maximum.

5.3.

All insurance policies of an individual insured person shall be terminated:

- at the moment of termination of the Contract for a Personal Credit Card;
- at 24:00 p.m. of the day preceding the day on which the insured reaches 60 years of age;
- by death of the insured;
- on the day of occurrence of an insured event from the total disability insurance;
- by premature termination of the loan by the bank;
- by refusal to provide insurance indemnity;
- by withdrawal of the consent to process the sensitive data of the insured;
- by the insured having been removed from the insurance by the policy holder based on their written agreement;
- by unilateral removal of the insured from the insurance by the policy holder;
- by unilateral removal of the insured from the insurance by the insurer or the policy holder within two months following the insured's admission to the insurance.

5.4.

The insurance against the insured's inability to work is terminated on the day when a disability pension for the first-, second- or third grade disability, retirement pension or extraordinary retirement pension is awarded and when the indemnity for the inability to work is paid out in total for 24 months of the inability to work.

Article 6 – Insurance against death

6.1.

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

6.2.

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

6.3.

The provision of the previous paragraph shall not apply if the insured dies in consequence of an injury defined in Article 2 of these insurance conditions.

6.4.

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

- written notification of the insured event,
- original or certified copy of the Contract for a Personal Credit Card, original of the death certificate and of the document proving the cause of the insured's death (e.g. report of the attending doctor, report of the Police of the Czech Republic, autopsy report, confirmation of the cause of death the relevant registry office),
- credit card statements relating to the period of the insured event's occurrence.

The verification of conformity of the copy with the original may also be carried out by a KB employee.

Article 7 – Insurance against total disability

7.1.

The insured event is the insured's total disability occurred in the course of the insurance and existence of the insured's debt from the insured loan provided by KB. The day of the insured event's occurrence is the day on which the decision of the relevant body of the Czech Republic to grant the third-grade disability pension to the insured came into force. If an insured event occurs, the insurance company shall be informed of such a fact without undue delay and the following documents shall be submitted:

- notification of the insured event written on the form "Notification of an insured event – total disability", original or certified copy of the Contract for a Personal Credit Card or Amendment to this Contract, including the Health Declaration,
- original or certified copy of the decision by the Czech Social Security Administration office to grant third-grade disability pension to the insured, including the documents concerning the reason for this decision (such as: medical reports relating to the illness causing the disability, abstract from the record of proceedings of the relevant body of the Czech Republic concerning the granting of the disability pension)

The verification of conformity of the copy with the original may also be carried out by a KB employee.

7.2.

No right to insurance indemnity shall arise if the third-grade disability pension is granted to the insured during the waiting period. The waiting period means, for the purposes of this insurance, the first 24 consecutive months of the insurance duration.

7.3.

The provision of the previous paragraph shall not apply if the third-grade disability is granted to the insured exclusively in consequence of an injury defined in Article 2 of these insurance conditions that occurred during the insurance period.

7.4.

The insurance indemnity will be paid out on condition that the reason for the granting of the third-grade disability pension has been proved.

Article 8 – Insurance against inability to work

8.1.

The insurance only applies to:

- a) citizens of the Czech Republic and EU employed for an indefinite period or a definite period longer than one year,
- b) citizens of other states who are employed for an indefinite period or a definite period longer than one year and satisfy the conditions for

employment laid down by Employment Act 435/2004 Coll., as amended (hereinafter referred to as "the Employment Act"),

- c) citizens of the Czech Republic, EU and third countries who receive income from an independent gainful activity registered in the Czech Republic and performed in the territory of the Czech Republic, were not granted the first-, second- or third-grade disability pension and who lost their income from this activity in relation to the inability to work.

The insurance shall not apply to persons with the first-, second- or third-grade disability pension.

8.2.

The insured event is the insured's inability to work confirmed by a doctor and caused by an illness or injury of the insured that occurred in the course of the insurance in the territory of the Czech Republic and during the period of the existence of the debt from the insured loan. The inability to work shall be confirmed by a doctor working in the territory of the Czech Republic.

8.3.

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

8.4.

Considering the nature of this insurance, the insured event arises on the day when the inability to work is declared by a doctor and ends on the day when the sick leave is terminated by the doctor.

8.5.

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

8.6.

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

8.7.

In the case of working inability, the insurer provides insurance indemnity for each month of the inability to work after the expiry of the deferred period; however, until the end of insurance maximum. If the insurance is terminated only after the occurrence of an insured event and the expiry of the deferred period at the same time and the insured event specified in this article still lasts, the insurer shall pay indemnity until the end of the month in which the insurance is, according to this article, terminated. If the insured event occurs before the expiry of the deferred period and the insurance is terminated before the deferred period as well, no entitlement to insurance indemnity arises.

8.8.

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

8.9.

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

- the form "Confirmation of inability to work" completed by a doctor and indicating the beginning, duration and termination of the insured's inability to work. The potential cost of issuing this form is covered by the insured. The form must not be completed by such an attending physician who is also the spouse, partner, sibling, parent, child or any other close person in terms of Section 116 of the Civil Code,
- the employer's confirmation of employment of the insured or confirmation that the employee is not in a notice period or has not terminated the employment by agreement; copy of the Trade Certificate in case of self-employed persons,
- original or certified copy of the Contract for a Personal Credit Card,
- credit card statement(s) relating to the period of the insured event's occurrence,
- documents evidencing the continuation of the insured's sick leave at least after 1 month of duration of the inability to work.

The verification of conformity of the copy with the original may also be carried out by a KB employee.

Article 9 – Insurance against loss of job

9.1.

The insurance only applies to citizens of the Czech Republic, EU citizens and citizens of third states who have a permanent residence

permit for the territory of the Czech Republic and have their main employment based on an employment contract, complying Act No. 65/1965 Coll. or No. 262/2006 Coll., for an indefinite or definite period longer than one year. It also applies to citizens of other states employed on the basis of an employment contract, complying with Act No. 65/1965 Coll. or Act No. 262/2006 Coll., for an indefinite or definite period of time longer than one year provided that they meet the conditions of employment set forth by the Employment Act.

9.2.

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

9.3.

The deferred period in this insurance is the period if the first 2 months of unemployment.

9.4.

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

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

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

9.5.

In the case of loss of job, the insurer provides insurance indemnity for each commenced month following the expiry of the deferred period until the commencement of new employment, retirement, maternity leave, custody or service of a term of imprisonment; however, for the maximum period of 4 months. If the insurance is terminated only after the occurrence of the insured event and the expiry of the deferred period at the same time and the insured event defined in this article still lasts, the insurer shall pay indemnity until the end of the month in which the insurance is, according to this article, terminated. If the insured event occurs before the expiry of the deferred period and the insurance is terminated before the deferred period as well, no entitlement to insurance indemnity arises.

9.6.

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

The verification of conformity of the copy with the original may also be carried out by a KB employee.

9.7.

The insured is obliged to report and prove the commencement of his/her new employment, retirement, first- / second- or third-grade disability pension, maternity leave or service of a term of imprisonment and it shall be done within one month of the day of such a 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 as at the day when the insured event occurred. The insurance indemnity does not include the part of the loan's principal created by the drawing of the loan using the credit card after the insured event's occurrence.

10.2.

The insurance indemnity from the insurance against total disability is provided in the amount of the rightful claim, i.e. in the amount of the

unpaid principal of the loan as of the day on which the decision to grant the third-grade disability pension to the insured came into force. The insurance indemnity does not include the part of the loan's principal created by the drawing of the loan using the credit card after the insured event's occurrence. If the total disability pension is granted to the insured as at a day falling into the period of the insured's inability to work or it immediately follows such a period, the insurer shall provide insurance indemnity in the amount of the rightful claim, i.e. in the amount of the unpaid balance of the principal as at the relevant month and year in which the insured's sick leave was terminated. In this case the part of the principal created by using the loan through credit card transactions performed after the day when the insured's inability to work commenced is not included in the insurance indemnity.

10.3.

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

The provision of this article does not affect article 8.7.

10.4.

The insurance indemnity from the insurance against loss of job is provided in the amount of a monthly loan instalment and is paid out if the monthly loan repayment falls into the period when the insured is unemployed and the deferred period has expired. The amount of indemnity remains unchanged in the course of the insured event. The monthly loan instalment is set in the amount of the prescribed monthly repayment stated in the first regular credit card statement issued following the end of the month when the insured lost his/her employment. The part of the principal created by using the loan through credit card transactions after the insured event's occurrence is not included in the insurance indemnity. The insurance indemnity also does not include any potential overdue instalments that occurred before the insured event's occurrence.

The provision of this article does not affect article 9.5.

10.5.

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

10.6.

The upper insurance indemnity limit is stipulated in the Contract.

Article 11 – Exclusions, limitations and refusal to provide indemnity

11.1.

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

- a) if occurred as a consequence of or in relation to a warlike event or civil war, civil disorder, terrorist attack, riot or insurrection;
- b) if occurred during the insured's driving of a motor vehicle without possessing the required driving licence or when the insured used the vehicle without authorisation;
- c) if the insured dies by suicide;
- d) if the insured's total disability or inability to work is a consequence of intentional self-inflicted injury any time in the course of the insurance duration;
- e) in connection with the consumption of alcohol or other narcotic or psychotropic substances by the insured, drug abuse or poisoning as a consequence of consuming solid, liquid or fluent substances due to negligence; in connection with handling these substances;
- f) if the insured fails to obey the request of a police officer and refuses to undergo medical examination or breath test governed by a special regulation and aimed at ascertaining whether or not

the insured is under the influence of alcohol or any other addictive substance;

- 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: AIDS, TBC (tuberculosis), type B hepatitis (VHB), type C hepatitis (VHC).

11.2.

The insurer has the right 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 he/she caused serious bodily damage to or death of another or otherwise violated an important interest of the society;
- c) if ascertained that the beneficiary or the insured provided about the insured event's occurrence information different to what resulted from the insurer's investigation, or if such information was concealed from the insurer.

11.3.

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

- a) stay of the insured in facilities specialised in treating alcoholism, drug addiction, gambling and other addictions;
- b) inability to work due to psychiatric or psychological illness (diagnoses F00 – F99 according to the international illness classification);
- c) if the insured suffered an injury in connection with a professional sports activity;
- d) in connection with the performance of the following risky sports: canoeing, sky-surfing, bungee-jumping, shark-diving, rafting, black-water-rafting, heli-skiing (biking), diving into depth of more than 30 metres, mountain climbing, paragliding, gliding, parachuting from airplanes and from heights;
- e) 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. necessary hospital treatment;
 - ii. he/she 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 he/she is unable to perform work due to an acute illness or injury – if his/her return is, according to the physician, impossible;
- f) 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;
- g) inability to work related to pregnancy, high-risk pregnancy, child birth and abortion;
- h) inability to work related to back pain, its consequences and complications incurred during the insurance (diagnoses M40 – M99 according to the international illness classification);
- i) if the insured suffered a work-related injury or suffers from a work-related disease;
- j) 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 he/she would be receiving such maternity benefit pursuant to legislation;
- k) if the insured intentionally exposes himself/herself to danger;
- l) if the insurer ascertains a breach of the treatment regime – from the day of ascertainment thereof;
- m) if the insured consented to treatment using means that have not been approved, registered and authorised for production and distribution (medicaments, etc.);
- n) 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 person / 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.

By arranging the additional banking service of payment protection insurance which is part of the Contract for a Personal Credit Card, 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 the 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 admission to insurance. 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/policy holder 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/policy holder agrees that his/her personal data (if a natural person) or its data (if a legal person) can be processed by the Administrator for the above mentioned purpose and to the above mentioned extent from when this consent is granted until 4 years have expired after the last contractual or any other legal relationship with any of the Administrators.

12.3.2.

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

12.3.3.

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

12.4.

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

12.5.

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

12.6.

If the insured/policy holder so requests in writing, he/she 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 he/she 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, he/she is entitled to request an explanation from the insurer, or he/she is entitled to request the insurer to correct the defective situation. Regardless of the preceding provisions of this Article, if the Administrator violates the duties, the insured/policy holder has the right to contact the Office for Personal Data Protection and request adoption of remedial measures.

12.7.

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

- the Administrator – the Insurer, Société Générale SA, B 552 120 222, a company established and existing pursuant to the French law, registered office: 29, Boulevard Haussmann, 75009 Paris (SG), FSKB members, Entities controlled by SG and Investiční kapitálová společnost KB, a.s., company registration number (IČ): 60196769;
- Marketing activities – activities the purpose of which is to inform the insured persons/policy holder about the products and services of

the Administrator, to present an offer to order, to mediate or procure these products and services and to evaluate the relevant data, including via email;

- Members of the Financial Group of the Bank (FSKB members) particularly Komerční banka, a.s. company registration number (IČ) 45317054 (Banka), Modrá pyramida stavební spořitelna, a.s., company registration number (IČ) 60192852; Penzijní fond Komerční banky, a.s., company registration number (IČ) 61860018; ESSOX s. r. o., company registration number (IČ) 26764652, and other entities in which the Bank has or acquires an equity interest consisting of a direct or indirect share in their registered capital;
- Entities controlled by SG – entities which SG controls and which – at the same time – either (i) have or acquire an equity interest in entities with their registered office in the Czech Republic consisting of a direct or indirect share in their registered capital, or (ii) have their registered office in the Czech Republic. If such an entity is a FSKB member, this entity is listed in the specification of FSKB members;
- Personal data includes: name, surname, address, date of birth, birth certificate number, contact details, information about solvency and credibility of the insured/policy holder-natural person, excluding the sensitive personal data pursuant to the Czech Personal Data Protection Act;
- Data on a legal person includes: identification data of the insured/policy holder-legal person, especially its trade name, place of business/registered office, company registration number (IČ), date of establishment, type of business, contact details, information about solvency and credibility of the insured/policy holder.

Article 13 – Delivering

13.1.

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

13.2.

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

13.3.

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

13.4.

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

Article 14 – Correspondence address

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

Article 15 – Settlement of disputes

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

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.

FOR INFORMATION ONLY