

Insurance Terms and Conditions of Collective Insurance concerning ESSOX Consumer Loans

of 01/02/2007

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. 3100000000 (hereinafter referred to as the "Contract") entered into by Komerční pojišťovna, a. s. and ESSOX s. r. o., residing at Senovážné nám. 231/7, 370 01 České Budějovice (hereinafter referred to as the „policyholder“ or „ESSOX“).

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) **policyholder** – the person who entered into the insurance contract with the insurer and is obliged to pay the premium
- c) **insured** – the natural person to whose life or health the insurance applies
- d) **beneficiary** – a person who due to the insurance event has the right to the insurance indemnity; ESSOX is the beneficiary in this insurance
- e) **appointed person** – a person who, due to the death of the insured, has the right to the insurance indemnity; ESSOX is the appointed person in this insurance
- f) **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
- g) **insurance period** – period for which the private insurance of insured was arranged
- h) **insurance term** – period agreed in the Contract for which the regular premium is paid
- i) **full invalidity** – invalidity of third grade
- j) **premium** – payment for the private insurance
- k) **regular premium** – premium for the insurance term paid by the policyholder in regular payments in amounts agreed in Contract
- l) **credit** – consumer credit given by ESSOX specified in the Contract
- m) **instalment** – total monthly credit instalment specified in the credit application / credit contract, including premium payments given in the arranged insurance and other fees
- n) **waiting period** – the period during which insurer has the right to not pay insurance indemnity for events that would be insurance events otherwise
- o) **deferred period** – the period following the commencement of insurance event, during which no insurance indemnity is paid
- p) **insurance event** – random event given in the Contract relating to the rise of the insurer's obligation to pay insurance indemnity
- q) **insurance indemnity** – the amount given in the Contract that is paid out in case an insurance event arises
- r) **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 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)

- s) **non-insurable person** – a natural person who cannot be insured in accordance with the Contract; in this insurance non-insurable person is a person who, at the moment of the entering into the insurance:
 - is receiving invalidity pension for invalidity of first, second or third grade in accordance with the social security regulations;
 - is currently unable to work (is being ill);
 - was unable to work for more than 30 consecutive days in the past 5 years;
 - has or had cardiovascular, tumor disease, infectious, neuro-psychiatric disorder, depression, faint or mental or neurological disease, locomotion system, chest pain, respiratory system, diabetes, renal disease; has or had any impairment resulting from an accident or a disease;
 - has tested positive for HIV (aids), or VHC (C hepatitis), or VHB (B hepatitis);
 - was treated for more than 30 consecutive days in the past 5 years.
- t) **professional sport activity** – practicing of sport activities for an income from dependent working activity (employment) or an income from independent working activity (self-employed occupation)
- u) **age-at-entry** – 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 for one person that is arranged for a credit, can be arranged in one of the undermentioned options:

- a) option A (Standard) with
 - 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;
- b) option B (Super) with
 - 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 application, which is the part of the credit contract, 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. The right to ascertain and investigate the state of health of the insured is established when entering into the insurance, during the insurance and during the settlement of an insurance event, namely in the time after the insured's death.

4.2.

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.

Article 5 – Beginning, changes and termination of the insurance

5.1.

5.1.1. Beginning of the insurance

5.1.1.1.

In accordance with the Contract, those persons will be insured who express their agreement with the Contract in writing, who are not non-insurable persons and comply with other conditions for awarding insurance given in the Contract and in these Insurance terms and conditions. The insured enters into the collective insurance of consumer credits at 00:00 a.m. on the day of his/her signature of the credit application / credit contract. Insurance for the individual insured is arranged for the period that equals to the term of credit expiration as agreed between contractual parties of credit relationship on the day of its arrangement. Term of credit expiration can be consequently prolonged, however for no more than double of originally agreed term of credit expiration

5.1.2.

In the case of insurance option A (Standard) the age-at-entry has to be between 18 and 59 years, inclusive. In case of insurance option B (Super) the age-at-entry has to be between 18 and 55 years, inclusive.

5.2.

5.2. Changes of the insurance

5.2.1.

The change in the insurance of the individual insured comes into effect from the contractually agreed day. No due debts to the insurer as of the change date are the condition for the change.

5.2.2.

If the contractual parties agree on a change in the scope of already arranged insurance, the insurer pays from the insurance events which happen after the given date, but no earlier than at 00:00 of the day following the day of agreement with the change.

5.3.

Termination of the insurance

5.3.1.

In accordance with the Contract all insurance of the insured terminates in each of following cases, depending on which one occurs earlier, by:

- expiry of the insured period;
- premature credit repayment;
- in case of insurance option A at 24:00 of the day preceding the day of on which the insured reaches 62 years of age;
- in case of insurance option B at 24:00 of the day preceding the day on which the insured reaches 60 years of age;
- death of the insured;
- awarding of an invalidity pension of third grade to the insured;
- insurer's/policyholder's notice of cancellation within 2 months from entering into insurance;
- premature termination (paying-off) of credit due to insured's delay in credit instalments according to credit conditions, insured's infraction of credit conditions by other reasons eventually;
- refusal of the insurance indemnity;
- withdrawal of insured's consent with sensitive personal data processing.

5.3.2.

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 invalidity pension for invalidity 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 in the amount according to Article 10 paragraph 1 of these Insurance terms and conditions will be remitted to the appointed person.

6.2.

The insurance indemnity is paid out, if only death certificate and evidence proving cause of insured's death (confirmation of insured's physician, policy protocol, autopsy study, statement from registry office ect.) are submitted. The upper limit of the insurance indemnity is given in the Contract.

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 appointed person.

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 from insurance commencement.

7.3.

The insurance indemnity is paid out, if only confirmation of Czech social security authority, which awards an invalidity pension of third grade to insured, is submitted. The insurance indemnity amounts as per Article 10 paragraph 2 of these Insurance terms and conditions. The upper limit of the insurance indemnity is given in the Contract.

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, 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, 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 "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 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.

8.6.

For the purposes of this insurance, deferred period means the period of the first month of the work inability.

8.7.

Provided the work inability of the insured exceeds the deferred period, the insurer shall remit insurance indemnity, to the limit of 24 months since the insurance has terminated, at the most. Insurance indemnity is not remitted for the term of maternity leave.

8.8.

The insurance indemnity amounts as per Article 10 paragraph 3 of these Insurance terms and conditions. The upper limit of insurance indemnity is given in the Contract.

8.9.

The Insured is obliged to submit to the insurer a form showing the commencement, lasting and termination of the work inability certified by the competent physician. Possible expenses of issuing this form shall be paid by the insured. The lasting of the work inability also has to be proved by a form certified by the competent physician at least once a month, on the 5th working day of the following month, in which the insured was in working inability, at the latest, if objectively possible. To the contrary the insurer remits indemnity as of on the month following month of reporting of insurance event.

8.10.

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.

8.11.

If the length of work inability is inadequate to the type and nature of illness or injury, the Insurer has the right to consult the time, the course and the method of treatment with its contracting physician – a medical specialist. The insurer then remits insurance indemnity based on the decision of the contractual physician.

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, as amended, 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, as amended, for an indefinite period of time or for a definite period of time exceeding one year, who comply with conditions of the Employment Code.

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 of the Labour Code Act),
- b) the employer or a part thereof is transferred (Section 52, 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 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 4 months. The upper limit is given in the Contract. The insurance indemnity amount and method of payment shall be governed by the provisions of Article 10 paragraph 4 of these Insurance terms and conditions. The insured is obliged to submit his/her evidence in unemployment registry governed by the employment bureau.

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. The insured with non-EU citizenship of is obliged to submit copy of employment permit or permit of his/her permanent residence.

9.7.

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

Article 10 – Insurance Indemnity

10.1.

Death insurance indemnity is a lump-sum payment of the obligations of the insured in amount of the outstanding credit capital as of the date of death, except the payment of instalments of the credit and appropriate interests on late payment, which the insured owed the ESSOX the day before the day of his/her death.

10.2.

Insurance indemnity of an invalidity pension of third grade is a lump-sum payment of the obligations of the insured in amount of the outstanding credit capital as of the date when the award an invalidity pension of third grade (not first or second) to the insured has come into force, except the payment of instalments of the credit and appropriate interests on late payment, which the insured owed the ESSOX the day before the day of awarding of an invalidity pension of third grade (not first or second).

10.3.

Work inability insurance indemnity shall be provided in the amount of 100 % monthly credit instalment and is paid out if the respective monthly credit instalment is in the period of work inability after expiration of the deferred period.

10.4.

Unemployment insurance indemnity shall be provided in the amount that equals to 100 % of monthly credit instalment always when the respective monthly credit instalment is in the period of unemployment after expiration of the deferred period.

10.5.

The insured is obliged to report, in written form, to the Insurer that the insurance event occurs. 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 insurer has the right to count against the insurance indemnity the debt on the premium.

Article 11 – Limitations and exclusions of indemnity payment

11.1.

The insurer is not obliged to pay out insurance indemnity from insurance events that occur as a consequence or in connection with military actions or civil war, a revolt or uprising.

11.2.

The insurer is not obliged to pay out insurance indemnity from insurance events that occur during the driving motor vehicle by the insured with no driver's licence or if the motor vehicle was driven without authorization.

11.3.

The insurer is not obliged to pay out indemnity should the death occur of the insured as a consequence of a suicide within two years from the commencement of the insurance. The insurer is not obliged to pay the insurance indemnity, in case of full disablement of the insured due to an intentional self-infliction of the insured during the insurance.

11.4.

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) in case the insured event happened as a consequence of the consumption of alcohol or addictive or toxic substances by the insured,
- d) if it is discovered that the appointed person 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.

11.5.

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

- a) the accident or illness of the Insured in connection with consumption of alcohol or addictive or toxic substances;
- b) the treatment of the insured in establishments for the treatment of alcoholism, drug, gambling addiction etc.;
- c) work inability due to a psychiatric or psychological finding (F00 – F99 diagnosis according to the international classification of diseases);
- d) the insured has suffered injury in relation to a professional sporting activity;
- e) the insured has attempted to commit suicide or has impaired his/her health deliberately;
- f) 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
 - a. he/she is under necessary treatment in a hospital;
 - b. 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);
 - c. 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;
- g) 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; curative stays in rehabilitation centres for alcoholics and during the toximania or other dependences treatment;
- h) work inability related to pregnancy;
- 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, the insurer does not provide insurance indemnity;
- 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.

11.6.

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 insured's/policyholder's personal data, in compliance with Section 4, Par. a) of Act No. 101/2000 Coll., on protection of personal data, (except the sensitive ones), which the insured/policyholder awards to the insurer by entering into the insurance contract or that the insurer obtained by a different legal way, or that he/she created by processing of data obtained in this way, can process by the insurer or by the entrusted administrator (Policyholder) in order to use this personal data within the subject of the enterprise of the insurer, i.e. to activities directly or indirectly related to insurance and reinsurance activity. The personal data of the insured/policyholder can be, to a necessary extent, sent to other states, in compliance with permission issued by the insurers, according to section 27 of the quoted Act. The insurer will process personal data in the given way to the extent required by the insurance contract for a period necessary to ensure all rights and duties resulting from the insurance contractual relationship.

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 the conclusion 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 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), Investiční kapitálová společnost KB, a. s., ID 60196769, 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 physical person, no sensitive personal data according to the 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, connection data, financial standing and credibility of the insured/policyholder.

Article 13 – Delivering

13.1.

The policyholder is obliged to inform the insurer, without undue delay, about the change of address or corresponding address.

13.2.

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.

13.3.

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.

13.4.

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.

13.5.

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.

13.6.

If the addressee does not dwell at the place of delivery and the addressee fails to inform this fact to the insurer, the written document is considered delivered on the date on which the consignment was sent back to the insurer as non-deliverable.

Article 14 – Correspondence

The mailing address for policyholder's 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 ESSOX s. r. o., Senovážné nám. 231/7, 370 01 České Budějovice which is the main contact place for any subject connected with the insurance.

Article 15 – Disputes

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.

INFORMATION DUTY OF THE INSURER

(Information duty regarding the Section 66 of the Insurance Contract Act)

Article A. Taxes

In the event of death, disability of third grade, 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 conditions.