

**INSURANCE TERMS AND CONDITIONS OF LIFE  
INSURANCE FOR CONSUMER AND REVOLVING  
LOANS AND ESSOX DIRECT CREDIT CARDS**  
as of 1 January 2010

**Article 1 – Introductory and general provisions**

1.1.

This private insurance provided by Komerční pojišťovna, a. s., company registration number (IČ): 63998017, company address: Karolinská 1/650, 186 00 Prague 8 (hereinafter referred to as the “insurer”), is regulated principally by Act No. 37/2004 Coll., the Insurance Contract Act (hereinafter referred to as the “Insurance Contract Act”), by these insurance conditions (hereinafter referred to as the “PPEDI”) and the Collective Insurance Contract No. 3070000000 (hereinafter referred to as the “Contract”) entered into by and between the insurer and ESSOX, s. r. o., company address: Senovážné nám. 231/7, 370 01 České Budějovice (hereinafter referred to as “Essox”).

1.2.

This insurance, as well as the rights and duties arising from it, follow the legislation of the Czech Republic.

1.3.

The Czech language is the language of communication. The key documents that prove the insured event's occurrence are submitted in Czech. If they were issued in a foreign language, their certified translation into Czech must be attached. The insurer does not bear any responsibility for incompleteness of the documents and for any discrepancies incurred due to language problems and ignorance of local circumstances on the part of the person entitled to the indemnity.

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.

1.5.

The relevant provisions of Act No. 586/1992 Coll., the Income Tax Act, as amended, apply to this insurance.

**Article 2 - Definitions**

The following terms are defined for these insurance conditions:

- **policy holder** – the person who has entered into the insurance contract with the insurer and is obliged to pay premiums;
- **insured person** – the natural person who has been provided with the loan and who meets the conditions for admission to insurance;
- **loan** – the consumer or revolving loan;
- **revolving loan** – the revolving loan or a loan frame;
- **credit card** – the card specified in the Contract and issued by Essox to its clients who have been provided with the revolving loan;
- **application for insurance** – the application for admission to insurance according to the Contract, which is either a part of the application for the loan or a separate document named “Application for Insurance”;
- **immobilization creditor** – the person to whose benefit the insurance indemnity is blocked, i.e. to whom the insurer provides insurance indemnity in the case that the immobilization creditor did not approve the provision of the indemnity payment to another person determined in the insurance contract. The immobilization creditor in this insurance is Essox.
- **insurance of agreed sum** – insurance in which the stipulated sum independent of the occurrence or extent of the damage is paid out if an insured event arises;
- **insurance period** – the period for which the insurance is arranged;
- **insurance term** – the stipulated period of time for which the premium is paid;
- **waiting period** – the period at the beginning of the insurance coverage; no right to insurance indemnity arises during this period;

• **deferred period** – the period following the insured event's occurrence during which the insurer provides no indemnity;

• **sum insured** – is determined by the amount of the provided loan; during the insurance duration it copies the balance of the unpaid principal or the unpaid part of the revolving loan;

• **premium** – the payment for insurance; its amount is set by the insurer especially on the basis of the sum insured and the state of health. It is stipulated in the Contract and stated in the application for insurance; monthly premiums are common in this insurance;

• **regular premium** – the premium set for an insurance term;

• **insured event** – a fact constituting the insurer's obligation to provide indemnity (i.e. death, total disability, inability to work and loss of job in this insurance);

• **insurance indemnity** – the amount paid out in the case of an insured event's occurrence;

• **accident** – unexpected and sudden effect of external/own force no dependent on the will of the insured, or unexpected and continuous and not dependent on the insured's will effect of high or low external temperatures, gases, vapours, radiation (except for nuclear radiation), electricity and poisons (except for microbial and immunotoxic substances) that harmed the insured's health or caused his/her death within the course of the insurance; if the damage to health manifested itself or the death occurred no sooner than after the termination of the insurance, the insurer provides indemnity only if the accident occurred within the insurance duration; to avoid any doubts, this definition does not consider suicide, attempted suicide or intentional self-inflicted injury as accidents;

• **total disability** – 3rd grade disability.

**Article 3 – Insured risks and options**

This insurance of the agreed sum arranged for a loan includes protection against the following risks:

- death of the insured
- total disability of the insured
- working inability of the insured
- loss of job of the insured

**Article 4 – Admission to insurance and termination of insurance**

4.1.

In compliance with the Contract, only the persons who express their approval of the Contract in writing and meet the conditions for admission to insurance may be insured.

4.2.

The proposal for arranging insurance protection must be made in writing.

4.3.

The insured who applies for insurance protection to the insurer is obliged to answer all insurer's written questions related to the insurance in a true and complete manner.

4.4.

The insurer is obliged to ascertain and examine the state of health of the insured. By signing the application for insurance the insurer acquires the right to request medical reports about the insured's state of health from the health-care facilities in which the insured is or was treated. The insurer may demand that the insured undergoes a medical check-up or examination by a physician designated by the insurer. The insurer's right to ascertain and examine the state of health of the insured arises upon admission to insurance and lasts for the insurance duration and settlement of an insured event.

4.5.

The information, which the insurer acquires when ascertaining the state of health, may be used solely for its own interests, otherwise with the insured's consent only.

4.6.

Methods of insurance termination:

- termination of the loan contract

- death of the insured
- maturity according to Article 5.5.
- total disability according to Article 7
- cancellation within two months of admission to insurance.

#### **Article 5 – Insurance period, insurance term, commencement and termination of insurance cover**

##### 5.1.

The insurance period and the insurance term are stipulated in the Contract.

##### 5.2.

The insurance period may be arranged as definite (with a stipulated date of insurance termination) or indefinite.

##### 5.3.

The insurance commences at 00:00 a.m. on the day when the loan contract, including the application for insurance, was stipulated or at 00:00 a.m. on the day when the application for insurance is signed within the loan contract duration.

##### 5.4.

The insurance cover of an individual insured commences at 00:00 a.m. on the day when the provided loan is used or at 00:00 a.m. on the day when the individual revolving loan is used. The insurance cover terminates upon the expiry of the insurance period at 24:00 p.m. on the day when the last loan instalment is paid or upon the premature repayment of the loan or upon the death of the insured.

##### 5.5.

The age of the insured applying for the insurance must range between 18 and 65 years and the insurance is automatically terminated upon the expiry of the day preceding the day when the insured reached the age of 66.

#### **Article 6 – Insurance against death**

##### 6.1.

If the insured dies within the period of insurance duration, the indemnity in the amount set according to Article 10.1. of these PPEDI shall be remitted to the beneficiary.

##### 6.2.

The insured grants his/her consent to disclose the data relating to his/her state of health for the purposes of the claim settlement even after his/her death.

##### 6.3.

The right to insurance indemnity does not arise if the insured dies within the waiting period. For the purposes of this insurance, the waiting period is the period of the first 3 months of insurance duration.

##### 6.4.

The provision of the previous point does not apply if the insured dies in consequence of an accident as defined in these PPEDI and occurred after the commencement of the insurance.

#### **Article 7 – Insurance against total disability**

##### 7.1.

The insured event arises if, during the insurance period, however, no sooner than 12 months of the insurance commencement, the insured has been granted, in accordance with the social security regulations, the 3rd grade disability pension (hereinafter referred to as the "disability pension"). The insured is obliged to prove the reason for being awarded this disability pension.

##### 7.2.

The amount of insurance indemnity is set in 10.2. of these PPEDI.

##### 7.3.

The insurance is terminated upon the provision of indemnity for total disability.

#### **Article 8 – Insurance against inability to work**

##### 8.1.

The insured event is the insured's inability to work confirmed by a physician 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.

##### 8.2.

In terms of these PPEDI, the inability to work arises if the insured cannot, according to a physician's decision, and does not perform his/her profession or any other gainful activity even for a limited part of the day, neither s/he performs any management or control activity in return for payment.

##### 8.3.

The insured event, considering the nature of this insurance, arises on the day when the physician declared the inability to work and ends on the day when the physician terminates the sick leave.

##### 8.4.

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

##### 8.5.

For the purposes of this insurance, the deferred period is the period beginning on the 1st day of the inability to work until the 28th day inclusive.

##### 8.6.

The right to insurance indemnity does not arise if the inability to work commences during the waiting period.

##### 8.7.

If the length of the sick leave exceeds the deferred period, the insurer provides insurance indemnity. The amount and the method of the insurance indemnity payment are governed by the provision of Article 10.3. of these PPEDI.

##### 8.8.

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

##### 8.9.

The insured is obliged to submit to the insurer the confirmation of his/her inability to work in which the attending physician confirms the beginning of the sick leave. The potential cost of issuing this form is covered by the insured. The form must not be completed by the attending physician who is also the spouse, partner, sibling, parent, child or any other close person.

##### 8.10.

The completed form specified in Article 8.9. must be submitted by the insured without any unnecessary delays, however, no later than within 4 months of commencing the sick leave (see Article 8.8.).

##### 8.11.

The insurer has the right to require the insured to have the inability to work confirmed, using the insurer's form, every 14 days.

##### 8.12.

The insurer reserves the right to examine the submitted documents, as well as the right to require and discuss expert's opinions.

##### 8.13.

The indemnity is paid out until the end of insurance, however, for 24 months maximum. The insurance does not terminate by the insurance indemnity payment.

##### 8.14.

If the length of the inability to work is not adequate to the type and nature of the illness or accident, the insurer has the right to have the duration, course and method of treatment considered by its contractual physician – competent specialist. The insurer then provides insurance indemnity in accordance with the contractual physician's decision.

##### 8.15.

The insurance indemnity is not provided for the period of maternity leave.

##### 8.16.

The insurance against inability to work is terminated on the day when the insured ends his/her permanent residence in the territory of the Czech Republic or on the day when s/he is awarded the retirement pension or extraordinary

retirement pension. The insurance is terminated when the insured reaches the maximum age specified in Article 5.5.

#### **Article 9 – Insurance against loss of job**

9.1.

The insurance only applies to citizens of the Czech Republic and EU who have their main employment based on an employment contract, complying with Act No. 65/1965 Coll., the Labour Code, as amended, for an indefinite or definite period longer than one year; it also applies to citizens of other countries who have main their employment based on an employment contract, complying with Act No. 65/1965 Coll., the Labour Code, as amended, for an indefinite or definite period longer than one year and who satisfy the conditions for employment laid down by the Employment Act.

9.2.

The waiting period in this insurance is the period beginning on the first day of the insurance cover or on the day of commencing any new employment and no right to indemnity arises within this period. The length of the waiting period is 6 months.

9.3.

For the purposes of this insurance, the deferred period means 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 or relocated, or
- b) the employer ceases to exist or its relevant part is being transferred to another employer and the accepting employer is unable to employ the employee according to the employment contract, 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 organisational changes, or if the above mentioned reasons caused termination of employment by agreement.

9.5.

The loss of job must not be caused by the insured him/herself.

9.6.

In the case of loss of job, the insurer provides insurance indemnity for each commenced month after 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. The amount of insurance indemnity is regulated by the provision of Article 10.4. of these PPEDI.

9.7.

In case of the insured event, the insured is obliged to submit copies of employment contract, employee's card containing records of employment and notice indicating the date and reason for employment termination. If the insured is a citizen of a state other than an EU member state, s/he is obliged to submit the copies of his/her work permit and permanent residence permit for the territory of the Czech Republic.

9.8.

The insured is obliged to report and prove the commencement of his/her new employment, retirement, 1st, 2nd or 3rd grade disability pension or maternity leave and it shall be done within one month of the day of change.

#### **Article 10 – Insurance indemnity**

10.1.

The insurance indemnity from the insurance against death is a one-off payment of the insured's liabilities in the amount of the unpaid principal of the loan or unpaid part of the revolving loan as of the day when the insured died, excluding the payment of loan or revolving loan

instalments and relevant interest on late payment owed by the insured to Essox until the day preceding the day of the insured's death.

10.2.

The insurance indemnity from the insurance against total disability is a one-off payment of the insured's liabilities in the amount of the unpaid principal of the loan or unpaid part of the revolving loan as of the day on which the decision to grant the 3rd grade disability pension to the insured came into force, excluding the payment of loan or revolving loan instalments and relevant interest on late payment owed by the insured to Essox until the day preceding the day when the disability pension was awarded.

10.3.

The insurance indemnity from the insurance against inability to work is provided as a 100% monthly loan instalment and is paid out if the monthly loan repayment falls into the period when the insured is on sick leave following the expiration of the deferred period.

10.4.

The insurance indemnity from the insurance against loss of job is provided as a 100% monthly loan instalment and is paid out if the monthly loan repayment falls into the period when the insured is unemployed following the expiration of the deferred period.

10.5.

The insured or the beneficiary is obliged to submit the documents necessary for the indemnity payment and required by the insurer, to undergo a medical examination upon the insurer's request and to notify the insurer of any changes effecting the indemnity payment. If these duties are not fulfilled, the insurer does not provide the insurance indemnity.

10.6.

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

#### **Article 11 – Limitations and exclusions**

11.1.

The insurer is not obliged to provide indemnity for insured events occurred due to or in connection with any warlike events or a civil war, civil disorder, riot or uprising.

11.2.

The insurer is not obliged to provide indemnity for insured events that occur during the insured's driving of a motor vehicle without possessing the required driving licence.

11.3.

The insured is not obliged to provide indemnity if the insured dies by suicide within 2 years of insurance duration. The insurer is not obliged to provide indemnity if the insured becomes disabled in consequence of intentional self-inflicted injury any time within the insurance duration.

11.4.

The insurer is authorized to reduce the indemnity by up to one half:

- a) if the insured dies in connection with an action indicating that the insured committed a crime,
- b) if the insured dies in consequence of conduct by which s/he caused serious bodily damage to or death of another or otherwise violated an important interest of the society,
- c) if the insured event occurs as a result of consumption of alcohol or other narcotic or psychotropic substances by the insured,
- d) if ascertained that the beneficiary provided about the insured event's occurrence information other than what resulted from the insurer's investigation, or if such information were concealed by the insured from the insurer.

11.5.

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

- a) stay of the insured in facilities specialised in treatment of alcoholism, drug addiction, gambling and other addictions;

- b) inability to work due to a diagnosed psychiatric or psychological illness;
- c) if the insured suffered an injury in connection with a professional sports activity;
- d) if the insured suffered an injury or illness in connection with the disturbance s/he provoked, or in connection with an intentional criminal activity committed by him/her and of which s/he has been ascertained guilty by a court;
- e) if the insured attempted to commit suicide or intentionally damaged his/her health;
- f) if the insured does not stay in the place of his/her permanent residence address, except for cases when a. s/he undergoes a necessary hospital treatment; b. s/he left the place of his/her permanent residence with the permission of his/her attending physician; c. during a temporary stay outside the place of his/her permanent residence s/he is unable to perform work due to an acute illness or incurred injury – if his/her return is, according to the physician, impossible;
- g) 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;
- h) inability to work related to pregnancy;
- i) the period when the insured receives a maternity or parental benefit and the period of another maternal leave of the insured who has no right to the maternal benefit even during the period for which s/he would be receiving such maternity benefit pursuant to legislation;
- j) if the insured intentionally exposed him/herself to danger;
- k) if the insurer ascertains a breach of the treatment regime – from the day of ascertainment thereof;
- l) if the insured consented to treatment using means that have not been approved, registered and authorized for production and distribution (medicaments, etc.);
- m) inability to work related to cosmetic operations.

11.6.

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**

12.1.

Consent to process personal data, including the sensitive ones

12.1.1.

Upon entering into an insurance contract, the insured grants, in compliance with Act No. 101/2000 Coll., the Personal Data Protection Act, as amended, the insurer his/her consent to process his/her Personal Data, including the sensitive ones, provided 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, itself or by an administrator entrusted 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. The insurer is entitled to process the Personal Data in the above described manner and to the extent required by the insurance contract for the period necessary to ensure all the rights and duties resulting from the insurance obligation relationship. This consent may only be withdrawn in writing, preferably via a recorded delivery

letter sent to the insurer's company address. The insured also undertakes to notify the insurer of any potential change in the Personal Data processed without undue delay.

12.1.2.

Upon entering into an insurance contract, the insured also grants his/her consent to transfer his/her Personal Data to other states for the purposes of reinsurance. All the data provided will be processed by the insurer or by an administrator entrusted by the insurer and registered with the Office for Personal Data Protection in compliance with Section 16 of the above mentioned Act.

12.1.3.

The insured has the right to access the Personal Data according to Section 12 as well as other rights according to Section 21 of the above mentioned Act, especially the right to contact the Office for Personal Data Protection residing in Prague in case that the insurer breaches its obligations stemming from the above mentioned law and the right to require a correction of, addition to or destruction of the Personal Data. The insured confirms that s/he has been duly acquainted with these rights by the insurer.

12.1.4.

Upon entering into an insurance contract, the insured also grants his/her consent to obtain data about his/her state of health via the contractual physicians of the insurer in compliance with Section 67b (10) of Act No. 20/1966 Coll., the Care for Health of People Act, as amended, and authorizes all inquired physicians, health-care institutions and health insurance companies to provide information even after his/her death and s/he also authorizes the Social Security Administration office to provide relevant information to the insurer.

12.1.5.

The insurance is also terminated in compliance with Section 25 of the Insurance Contract Act on the day when the insured withdrew his/her consent to process sensitive personal data to the extent specified in Article 12.1.1. of these PPEDI, however, no sooner than on the day when this withdrawal is delivered to the insurer. In this case, the insurer is entitled to premiums until the end of the insurance period.

12.2.

Consent to share personal data

12.2.1.

The insured agrees that his/her Personal Data (except for the sensitive ones in terms of Section 4 b of the above mentioned act) 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 agrees that his/her Personal Data 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.

12.2.2.

The consent of the insured in compliance with Article 12.2.1. of these insurance terms and conditions is effective only in relation to the insured 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 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.

12.2.3.

This consent to share the Personal Data to the extent specified in Article 12.2.1. is voluntary and the insured has the right 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.

#### 12.2.4.

Personal data about the insured is processed to the extent to which the insured 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, (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.

#### 12.2.5.

If the insured so requests in writing, s/he is entitled – in compliance with the valid legislation – to receive from the insurer information on the Personal Data processed about him/her, the purpose and nature of processing this Personal Data, on the recipients of this data and on the Administrators. Moreover, the insured has the right to ask the insurer to correct the personal data if s/he discovers that it does not correspond with reality. If the insured discovers or suspects that the Administrator processes his/her personal data in violation of the protection of the insured's private and personal life or in violation of the legal regulations, s/he is entitled to request an explanation from the insurer, or s/he is entitled to request the insurer to correct the defective situation. Regardless of the preceding provisions of this Article, if the Administrator violates the duties, the insured/policy holder has the right to contact the Office for Personal Data Protection and request adoption of remedial measures.

#### 12.3.

For the purposes of this Article, 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, Investiční kapitálová společnost KB, a. s., company registration number (IČ) : 60196769 and Entities controlled by SG;
- 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 and the sensitive personal data about the insured's state of health pursuant to Section 4 b of the above mentioned act;
- Marketing activities – activities the purpose of which is to inform the insured persons about the products and services of the Administrator, to present an offer to order, to mediate or procure these products and services and to evaluate the relevant data, including via email;
- Members of the Financial Group of the Bank (FSKB members) - particularly Komerční banka, a. s. company registration number (IČ): 45317054 (Bank), 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.

### Article 13 - Delivering

#### 13.1.

The insured/policy holder is obliged to notify the insurer of any change of his/her permanent residence address or correspondence address without undue delay.

#### 13.2.

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

#### 13.3.

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

#### 13.4.

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

#### 13.5.

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

#### 13.6.

If the address does not stay in the delivery place and does not inform the insurer about this fact, the written document is considered delivered on the day when it is returned to the insurer as undeliverable.

### Article 14 – Correspondence address

The correspondence address is: Komerční pojišťovna, a. s., Palackého 53, 586 01 Jihlava or ESSOX s. r. o., Senovážné nám. 231/7, 370 01 České Budějovice, which is the main contact point for handling matters related to this insurance.

### Article 15 – Settlement of disputes

#### 15.1.

Should there be any complaints, it is possible to contact Komerční pojišťovna, a. s., Client Service, Karolínská 1/650, 186 00 Prague 8, or the Ministry of Finance of the Czech Republic.

#### 15.2.

The contracting parties have agreed, in compliance with Section 89a of Act No. 66/1963 Coll., Civil Procedure Code, that all financial disputes arising from the arranged insurance contract or in relation to it will be handled by a court having jurisdiction in the insurer's locality.

### Duty to inform pursuant to Section 66 of the Insurance Contract Act:

#### 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) I) of the Income Tax Act).

#### B.

No surrender payment and no shares in profit are available under this insurance.

#### 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.

