

**INSURANCE TERMS AND CONDITIONS OF COLLECTIVE INSURANCE FOR KB BUSINESS LOANS**  
of 1<sup>st</sup> May 2009**Article 1 – General provisions**

1.1.

This private insurance provided by Komerční pojišťovna, a. s., company registration number 63998017, registered office: Karolinská 1/650, 186 00 Prague 8 (hereinafter referred to as the "Insurer"), is regulated especially by Act No. 37/2004 Coll., The Insurance Contract Act (hereinafter referred to as the "Insurance Contract Act"), these insurance conditions and the collective insurance contract No. 3140000000 (hereinafter referred to as the "Contract"), entered into between the insurer and Komerční banka, a. s., company registration number 45317054, registered office: Na Příkopě 33/969, 114 07 Prague 1 (hereinafter referred to as the "Policy Holder").

1.2.

This insurance, as well as the rights and duties arising out of it, follow the legal order of the Czech Republic. In case of 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) **insurance contract** – the contract for financial services in which the insurer promises to pay out the agreed sum of indemnity if an unexpected event occurs and the policy holder promises to pay the premium to the insurer
- b) **written questions of the insurer** – questions of the insurer concerning the state of health of the insured which are contained in the document "Health Declaration"
- c) **policy holder** – the person who has entered into an insurance contract with the insurer and is obliged to pay the premium; in this insurance it is always Komerční banka, a. s. (hereinafter referred to as "KB") as the legal person providing the loan
- d) **insured person** – a natural person to whom the policy holder provided the loan and who, at the same time, fulfils the conditions of admission into the insurance and to whose life or health the insurance relates;
- e) **beneficiary** – the person who due to an insured event has the right to insurance indemnity; in this insurance it is always KB.
- f) **appointed person** – the person who due to death of the insured person has the right to insurance indemnity; in this insurance it is always KB
- g) **full invalidity** – invalidity of third grade
- h) **insurance of the agreed sum** – insurance in which the insurer is obliged to provide a lump-sum or repeated insurance indemnity, if an insured event occurs, to the extent specified by the Contract
- i) **insurance period** – the period for which the private insurance of an individual insured was entered into; in this insurance it corresponds with the period of the loan duration (maturity)
- j) **insurance term** – the period of time stipulated in the Contract for which the periodic premium shall be paid
- k) **premium** – payment for the private insurance
- l) **periodic premium** – the premium for an insurance period paid by the policy holder in periodic instalments in the amount stipulated in the Contract
- m) **loan** – the business loan provided by the policy holder to the insured based on the loan contract and specified in the Contract
- n) **waiting period** – the period during which the insurer is not obliged to pay the insurance indemnity from events that would not otherwise be classified as insured events
- o) **insured event** – an unexpected event further defined in the Contract constituting the obligation of the insurer to provide the insurance indemnity
- p) **insurance indemnity** – the amount which is, according to the Contract, paid out to the beneficiary (appointed person) if an insured event occurs
- q) **accident** – an unexpected and sudden impact of external forces or the insured's own physical force independent of the insured's will, or unexpected, continuous and independent of the insured's will impact of high or low external temperatures, gases, fumes, radiation (excluding nuclear), electricity and poisons (excluding microbial poisons and immunotoxic substances) causing damage to the

insured person's health or death during the insurance period. The following events independent of the insured's will are also considered as accidents – death by drowning or due to a strike of lightning

- r) **professional sports activity** – any sports activity for which s/he receives an income from a dependent gainful activity (employment earnings) or an income from an independent gainful activity (performance of an independent profession).
- s) **age-at-entry** – the real age of the insured at the moment of the insurance commencement
- t) **uninsurable person** – a natural person who, on the basis of the Contract, cannot be insured; for the purposes of this insurance the uninsurable person means a person who, at the moment of the insurance commencement, is or was treated for his/her addiction to alcohol or any other addictive substances, or who cannot sign the Health Declaration.

**Article 3 – Insured risks and options**

This private insurance of agreed sum, which is taken out together with the loan arrangement, includes:

- insurance against death of the insured;
- insurance against total disability of the insured;
- insurance against working inability of the insured.

**Article 4 – Ascertainment of the state of health**

4.1.

The insurer is authorized to ascertain and investigate the state of health of the insured. By signing the loan contract and the health declaration the insurer acquires the right to request medical reports about the insured's state of health from the health-care facilities where the insured undergoes treatment or was treated. The insurer may demand that the insured person undergoes a medical check-up or examination by a doctor designated by the insurer. The insurer's right to ascertain and investigate the state of health of the insured arises during the insured event settlement – even after the death of the insured. The information which the insurer acquires, when ascertaining the state of health, may be solely used for the insurer's needs, otherwise with the insured person's explicit consent.

4.2.

The insured is obliged to answer all insurer's written questions concerning the insurance in a true and complete way.

**Article 5 – Commencement and termination of the insurance**

5.1.

The insured enters into the collective insurance contract to business loans on the day of signing the loan contract and the Health Declaration (The Declaration must be signed on the same day as the loan contract. The insured must not alter the text of the Health Declaration or enter any other data than those related to the questions), and if s/he fulfils the conditions for admission specified in the Contract and is not an uninsurable person in terms of Article 2 s) of these insurance conditions.

5.2.

The age-at-entry of the insured must be at least 18 years, however 60 years maximum. The sum of the age-at-entry and the insurance period given in years must not exceed 62 years.

5.3.

The insurance of each individual insured commences at 00:00 a.m. on the day following the day of the first loan drawing.

5.4.

In accordance with the Contract, all insurance policies of each individual insured shall be terminated:

- upon expiration of the stipulated insurance period;
- upon premature loan repayment;
- at 24:00 p.m. on the day preceding the day when the insured reaches 63 years of age;
- by death of the insured;
- by notice of cancellation from the part of KB or KP within two months following the commencement of the insurance policy;
- upon the insurer's refusal to provide insurance indemnity;
- upon the insured's withdrawal of the consent to sensitive data processing;
- upon the insured's withdrawal of the consent to provide the insurance indemnity to the policy holder which the insured granted when signing the Health Declaration;
- by application of the exclusion from insurance according to article 10.1. h) due to providing untrue or incomplete information or altering the text of the Health Declaration.

5.5.

The insurance against inability to work is terminated on the day when the insured abandons his/her permanent residence in the territory of the Czech Republic or on the day when the invalidity pension for invalidity of first, second or third grade, retirement pension, eventually an extra retirement pension is granted.

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

6.1.

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

6.2.

The payment of the insurance indemnity is conditioned by submission of the original death certificate or its authenticated copy, document proving the cause of death of the insured (e.g. attending physician's report, report of the Police of the Czech Republic, autopsy report, confirmation of the cause of death by the relevant registry) and the Health Declaration. Verification of the conformity of the copy with the original may be carried out by a KB employee.

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

7.1.

If an invalidity pension of third grade has been awarded to the insured in accordance with the social welfare system, the insurance indemnity will be provided to the beneficiary. Payment of the insurance indemnity is conditioned by submission of an original or an authenticated copy of the resolution of the Czech Social Security Administration concerning the provision of the invalidity pension of third grade and submission of the Health Declaration. Verification of the conformity of the copy with the original may be carried out by a KB employee.

7.2.

The entitlement to insurance indemnity shall not arise if the invalidity pension of third grade was awarded to the insured person during the waiting period. For the purposes of this insurance, the waiting period means the period of first 12 continuous months from the beginning of the insurance.

7.3.

The provision of the previous point shall not be applied if the invalidity pension of third grade was awarded to the insured solely due to the accident, as defined in Article 2 of these insurance conditions, which occurred within the insurance duration.

7.4.

The insurance indemnity payment is conditioned by the fact that the insured proved the cause for the invalidity pension of third grade granting and that s/he informed the insurer, without undue delay, of his/her disqualification for the disability pension. After 12 months of the insurance indemnity payment, the insured is always obliged to prove that s/he is still receives the disability pension.

7.5.

The insurer provides insurance indemnity for each commenced month of the invalidity pension of third grade for the period of the insured's invalidity pension of third grade duration, however, no longer than until the end of insurance. The insurance indemnity payment starts on the nearest day of the loan instalment following the day from which the insured is awarded the invalidity pension of third grade according to the social security regulations. The day of awarding the disability pension is the day or date which is given in the statement of decision of the Czech Social Security Administration as the day from which the invalidity pension of third grade is granted. The insurer pays out the insurance indemnity in monthly periods, always at the 20<sup>th</sup> day of the calendar month.

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

8.1.

The insurance only applies to the citizens of the Czech Republic and the EU, who have their main employment on the basis of an employment contract in accordance with Act No. 65/1965 Coll., The Labour Code, or Act No. 262/2006 Coll., The Labour Code, as amended (hereinafter referred to as the "Labour Code"), for an indefinite period of time or a definite period of time longer than one year, as well as to citizens of other states who have their main employment on the basis of an employment contract in accordance with the Labour Code, as amended, for an indefinite period of time or a definite period of time longer than one year and satisfy the conditions for employment defined by Act. No. 435/2004 Coll., The Employment Act, as amended (hereinafter referred to as the "Employment Act"). The insurance applies to the citizens of the Czech Republic and the EU who receive income from an independent gainful activity registered in the

Czech Republic and performed in the territory of the Czech Republic, do not receive invalidity pension for invalidity of first, second or third grade and to whom a loss in profit from this activity would arise in connection with the inability to work. For the purposes of this Contract, the main employment means an employment with set weekly working hours within the minimum extent of 37.5 hours per week.

8.2.

Insured event is a medically confirmed inability to work of the insured person, caused by an illness or accident of the insured which occurred during the life of the insurance policy in the territory of the Czech Republic.

8.3.

The inability to work in terms of these insurance conditions arises if the insured, according to a doctor's decision, cannot perform and does not perform his/her profession or independent gainful activity in any way, not even for a limited part of the day and does not carry out managing or controlling activities in return for payment.

8.4.

Regarding the character of this insurance, the insured event begins on the day when the inability to work is ascertained by a doctor and ends on the day when the inability to work is terminated upon the doctor's decision.

8.5.

Waiting period in this insurance is the period of first 3 continuous months following the day of the insurance commencement. The waiting period shall not be applied if the insured's inability to work incurred due to an accident, as defined in Article 2 of these insurance conditions, which happened within the insurance duration.

8.6.

If the insured's inability to work is longer than 28 continuous days, the insurer provides indemnity for each day of the inability to work from its beginning, however, no longer than until the end of the insurance. The insurance indemnity payment is carried out always on 20<sup>th</sup> day of the calendar month if the insured proves that his/her inability to work lasts, or that his/her inability to work has been terminated.

8.7.

The insured is obliged to notify in writing and without undue delay of the insured event occurrence and, if objectively possible, to submit the necessary documents required by the insurer. If s/he does not satisfy this requirement within 3 months of the working inability commencement, the insurer is entitled to provide indemnity for the insured's inability to work from the day when it received the required documents.

8.8.

For the insurance indemnity payment it is necessary to submit the following:

- i. form of the "Confirmation of inability to work" completed by a doctor, stating the commencement, duration and termination of the insured's inability to work. All possible costs related to this form issuance are borne by the insured. The form must not be issued by the attending physician who is also the husband, wife, partner, sibling, parent, child of the insured, eventually another close person in terms of Section 116 of the Labour Code,
- ii. confirmation of insured's employment from his/her employer or confirmation of the employer that the employee is not in a notice period or has not terminated the employment by an agreement; for self-employed persons a copy of their trade certificate,
- iii. Health Declaration.

8.9.

The insurance against inability to work is terminated if the working inability lasts longer than 365 continuous days or if the working inability during 730 continuous days lasts 500 days in total. In this case the Insurance against inability to work expires on the last day of the above mentioned periods of time.

#### **Article 9 – Insurance indemnity**

9.1.

If the insured dies during the insurance duration, the insurance indemnity from the insurance against death will be provided in the amount of the rightful claim (i.e. in the amount of the unpaid principal of the loan as of the relevant month and year in which the insured event occurred) to the appointed person.

9.2.

The insurance indemnity from the insurance against total disability shall be provided in the amount of a monthly benefit totalling 100 % of the monthly loan instalment.

9.3.

The insurance indemnity from the insurance against inability to work shall be provided in the amount of the daily benefit totalling 3.3 % of the monthly loan instalment.

9.4.

The insured is obliged to notify the policy holder in writing, without undue delay, of the insured event occurrence. The insured or the beneficiary is obliged to submit the documents necessary for the insurance indemnity payment as required by the insurer and to notify the insurer of all changes affecting payment of the insurance indemnity. The insured is also obliged to undergo a medical examination upon the insurer's request. If these duties are not satisfied, the insurer shall not provide insurance indemnity. The insurer reserves the right to check all submitted documents, as well as to request and to discuss the expert's opinions.

9.5.

The upper insurance indemnity limit is stipulated in the Contract.

## **Article 10 – Exclusions, limitations and refusal to provide indemnity**

10.1.

The insurer does not provide indemnity from the following loss events:

- a) if occurred due to or in connection with a warlike event or civil war, civil disorder, terrorist attack, riot and uprising;
- b) if occurred during the insured person's driving of motor vehicles without possessing the required driving licence or the insured's unauthorized use of the vehicle;
- c) if the death of the insured occurs as a consequence of his/her suicide;
- d) if the total disability or work inability of the insured occurs due to an intentional self-inflicted injury any time in the course of the insurance;
- e) in connection with the insured's consumption of alcohol or other narcotic or psychotropic substances, or drug abuse or poisoning as a consequence of consuming substances in a solid or liquid or fluent form due to negligence;
- f) in connection with an illness or accident which occurred prior to the insurance commencement and due to which the insured was treated, monitored by a doctor or during the period of 5 years before the insurance commencement, or s/he had the symptoms or the symptoms were diagnosed in this period;
- g) as are diseases: AIDS, hepatitis B (VHB), hepatitis C (VHC);
- h) if, during investigation of the loss event, it is ascertained that the insured signed the Health Declaration even though all conditions were not satisfied and thus s/he provided untrue or incomplete information, or if s/he altered the text of the declaration.

10.2.

The insurer is authorized to lower 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 in connection with an action by which s/he caused serious damage to the health or death of another person, or otherwise seriously violated an important interest of the society;
- c) if the insurer finds out, that the beneficiary or the insured person gave other information about the insured event than what was uncovered by the insurer or if such information was concealed.

10.3.

In case of work inability occurrence, the following shall not be considered insured events:

- a) stay of the insured in facilities for treatment of alcoholism, drug addiction, gambling and other addictions;
- b) inability to work due to a psychiatric or psychological diagnosis (diagnoses F00 – F99 according to the international illness classification);
- c) if the insured suffered an injury in connection with professional sports activities;
- d) if the insured suffered an injury in connection with performing the following high-risk sports: canoeing, sky-surfing, bungee-jumping, shark-diving, rafting, black-water-rafting, heli-skiing (biking), diving to deeper than 30 m, mountain climbing, paragliding, gliding, parachuting from planes and from heights;
- e) if the insured does not stay in the place approved by his/her attending doctor (named in the confirmation of inability to work), except for the cases:
  - iv. when s/he undergoes a necessary hospital treatment;
  - v. s/he left the place reported to the attending physician with the consent of the attending physician (strolls permitted by the

attending physician written in the confirmation of inability to work);

- vi. during a temporary stay out of his/her permanent residence s/he is incapable to work due to an acute illness or due to an injury occurred there, if the return is impossible from the medical aspect;
- f) treatment 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 the illness or injury treatment and the insurer expressed its consent thereto in writing;
- a) inability to work related to pregnancy, child delivery and abortion;
- g) inability to work related to back pain, its consequences and complications (diagnoses M40 – M99 according to the international illness classification);
- h) if the insured suffered a work-related injury or is suffering from a work-related disease;
- i) period during which the insured person receives a maternity or parental benefit, and period of another maternal leave of the insured person, who has no right to the maternal benefit even during the period for which, according to legal regulations, s/he would be receiving such a maternity benefit;
- j) if the insured intentionally exposes 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 which have not yet been approved, registered and authorized for production and distribution (pharmaceutical etc.);
- m) inability to work related to cosmetic operations.

10.4.

The insurer may refuse to pay the indemnity from the insured event if it occurred due to a fact of which the insurance company learnt after the insured event arose, and which could not be ascertained at the time of entering into the insurance or of its amending because of intentionally or due to negligence untrue answers of the insured person to written questions, and if, based on the knowledge of this fact at the time of the insurance contract conclusion, the insurer would not enter into the insurance contract or would enter into it under different conditions. The insurance contract is terminated on the day when the notification of refusal to pay insurance indemnity is delivered.

## **Article 11 – Insured person's/policy holder's personal data processing**

11.1.

Processing of personal data in connection with the insurance contract

11.1.1.

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"), (except for the sensitive ones), provided by the insured/policy holder to the insurer in relation to entering into the insurance contract or which the insurance company obtained by any other legal way, eventually created by processing the data obtained in this way, will be processed by the insurer or by an administrator 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 insurance company's business, i.e. for processes 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 person to other states for the purposes of reinsurance. The insurer will process the personal data of the insured person in the given way and for the period necessary to ensure all rights and duties resulting from the insurance obligation relationship.

11.1.2.

The insurer is entitled to process the personal data of the insured/policy holder to the given extent and for the given purpose, even without the express consent of these persons.

11.2.

Consent to processing of personal data in connection with the insurance contract

11.2.1.

Upon entering into the insurance contract, the insured/policy holder grants consent to obtain information about his/her state of health through the contractual physicians of the insurer in compliance with Section 67b (10) of Act No. 20/1966 Coll., Care for the Health of People Act, as amended, and gives the right to all interviewed doctors, health-care institutions, health-care facilities and health insurance companies to disclose this data, even after his/her death, to the insurer.

11.2.2.

At the same time, the insured/policy holder grants to the insurer his/her explicit consent to process the personal data concerning his/her state of health (sensitive personal data in terms of Section 4 b) of the Personal Data Protection Act) which was given to the insurer by him/her or which the insurer obtained in the above mentioned way, eventually which the insurer created by processing the data obtained in such way. This sensitive personal data will be processed by the insurer or by an entrusted administrator for the purposes of using this data within the subject matter of the insurer's business, i.e. for the processes directly or indirectly related to the insurance or reinsurance activities.

11.2.3.

The granting of the consent to process sensitive data in the scope specified in Article 11.2.2 is a condition for entering into the insurance contract. However, the insured is entitled to withdraw the consent granted at any time. The withdrawal of this consent can solely be made in writing, sent as a registered letter to the company address of the insurer. Withdrawal of this consent causes the extinguishment of the insurance on the day on which the insured person withdrew his/her consent in writing, however, no sooner than on the day of delivery of this withdrawal to the insurer. In this case, the insurance company is entitled to the premium until the end of the insurance period.

11.3.

Consent to the disclosure of data within the group

11.3.1.

The insured/policy holder further agrees that his/her personal data – if s/he is a natural person, eventually the data about it – if it is a legal person, will be processed by the insurer and by any other Administrator, mutually shared between them for the purpose of improving the quality of care for the insured/policy holder, performance of Marketing activities, informing of other Administrators about the solvency and credibility of the insured/policy holder and for analysing this data. The insured/policy holder agrees that the Administrator will process his/her personal data – if s/he is a natural person, eventually the data about it – if it is a legal person, for the purpose and in the extent mentioned above for the period from granting this consent until the expiry of 4 years from terminating the last contractual or any other legal relationship with any of the Administrators.

11.3.2.

Consent of the insured/policy holder, according to Article 11.3.1. of these insurance conditions, is effective only in relation to the insured/policy holder, who enters into the contractual relationship or addendum to an existing contractual relationship with the insurance company, an integral part of which are these insurance conditions, no sooner than on the day of effectiveness of these insurance conditions. For the insured/policy holder who refused to sign or withdrew a similar consent earlier, the legal force of his/her consent granted, refused or withdrawn remains unaffected by the change in the insurance conditions.

11.3.3.

This consent to data processing granted especially in compliance with current Acts No. 363/1999 Coll., Insurance Act, No. 513/1991 Coll., Labour Code, and No. 101/2000 Coll., Personal Data Protection Act, is voluntary and the insured/policy holder is entitled to withdraw it any time and in relation to any of the Administrators. Withdrawal of the consent must be submitted to the insurer in writing. Provision of personal data is voluntary unless the generally binding legal regulation stipulates otherwise.

11.4.

The insured/policy holder is obliged to notify the insurance company of any possible change in the personal data processed without undue delay

11.5.

Personal data of the insured/policy holder are processed to such extent to which the insured/policy holder provided them in relation to (a) the application for a contractual or another legal relationship, (b) any contractual or another legal relationship concluded between him/her and the Administrator, or (c) which the Administrator collected otherwise and processes them in compliance with the current legal regulations for the following purposes: (i) purposes within the consent of the insured/policy holder, (ii) negotiations of the contractual relationship, (iii) fulfilment of the contract, (iv) protection of vitally important interests of the insured/policy holder, (v) authorized disclosure of personal data, (vi) protection of rights of the Administrator, recipient or other concerned persons, (vii) archiving kept as required by the law, (viii) offering deals or services, (ix) provision of the name, surname and address of the insured/policy holder for the purpose of offering deals and services in compliance with the generally binding legal regulation.

11.6.

If the insured/policy holder submits a written request to the insurer, s/he has right, in compliance with the current legislation, to the provision of information processed about him/her, purpose and nature of the personal data processed, recipients of such data and about the Administrators. The insured/policy holder is further entitled to demand from the insurer a correction of the personal data if s/he ascertains that the data processed by any of the Administrators do not correspond with the reality. If the insured/policy holders ascertains or believes that the Administrator processes his/her personal data in contradiction with the protection of private and personal life of the insured/policy holder, s/he has right to request an explanation from the insurer, has right to request that the insurer remedies such defects. Regardless of the previous provisions of this Article, the insured/policy holder has right to contact the Office for protection of personal data and require remedy if the Administrator breached the duties.

11.7.

For the purposes of Article 12 the following is understood:

- Administrator – Insurance Company, Société Générale SA, B 552 120 222, a company founded and existing according to the law of the French Republic, residing at: 29, Boulevard Haussmann, 75009 Paris (SG), Members of FSKB, Investiční kapitálová společnost KB, a. s. and Persons controlled by SG;
- Marketing activities – set of activities the purpose of which is informing the insured/policy holder about the products and services of the Administrator, submitting offers to their order, mediation or purchase and evaluation of the relevant data for these purposes, even via electronic mail;
- Members of the financial group of the Bank (Members of FSKB) especially Komerční banka, a. s., Company Registration Number 45317054 (Bank); Company Registration Number 60196769; Modrá pyramida stavební spořitelna, a. s., Company Registration Number 60192852; Penzijní fond Komerční banky, a. s., Company Registration Number 61860018; ESSOX s. r. o., Company Registration Number 26764652, and other entities in which the Bank has or will have its ownership consisting of a direct or indirect share in their registered capital;
- Persons controlled by SG – entities controlled by SG and which, at the same time, (i) have or will have their ownership in subjects residing in the territory of the Czech Republic, consisting of a direct or indirect share in their registered capital, or (ii) have their company address in the territory of the Czech Republic. If such entity is a Member of FSKB, this entity is named on the list of FSKB members;
- Data on natural person – name, surname, date of birth, birth certificate number, contact details, information about the reliability and solvency of the insured/policy holder – natural person, no sensitive personal data according to the Czech legislation governing the personal data protection;
- Data on legal person – the identification data of the insured/policy holder, especially: business name, place of business/company address, company registration number, date of foundation, type of business, contact details, information about the solvency and reliability of the insured/policy holder.

## Article 12 – Delivery

12.1.

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

12.2.

The contracting parties and the insured are obliged to send written documents to each other via a holder of a postal licence to a previously agreed or last known correspondence address of the other contracting party. The 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.

12.3.

If the addressee is not present and did not pick up the written document, deposited at the post office, in 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.

12.4.

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

## Article 13 – Correspondence address

The correspondence address of the insurer is: Komerční pojišťovna, a. s., Karolinská 1, 186 00 Prague 8. The address for

sending correspondence of the insurer and insured persons to the policy holder is the address of any KB branch.

**Article 14 – Solving of disputes**

In case of any complaints it is possible to contact: Komerční pojišťovna, a. s., Client Service, Karolinská 1/650, 186 00 Prague 8, eventually it is also possible to contact the Czech National Bank residing at: Na Příkopě 28, 115 03 Prague 1.

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**RELATED INFORMATION**

**(duty to inform according to Section 66 of the Insurance Contract Act)**

**Article A. Taxes**

In the case of death, total disability or inability to work of the insured the insurance indemnity is exempt from the income tax (Section 4 (1) I) of the Income Tax Act).

**Article B.**

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

**Article C.**

Information about other circumstances which are subject to insurer's obligation to disclose information, according to Section 66 of the Insurance Contract Act, is contained directly in the text of these insurance terms and conditions.

For information only