

## INSURANCE CONDITIONS OF MERLIN INSURANCE

of 01/06/2006

### Article 1 - Opening provisions

1.1.

This private insurance arranged by Komerční pojišťovna, a.s., Karolinská 1/650, 186 00 Praha 8, ID 63998017 (hereinafter referred to as the "insurer") is regulated especially by Act No. 37/2004 Coll. (hereinafter referred to as the "insurance contract act") and by the insurance contract, its integral part these insurance conditions are.

1.2.

The insurance contract is concluded, on behalf and account of the insurer, by Komerční banka, a. s., residing Na Příkopě 33, 114 07 Praha 1 (hereinafter "KB").

1.3.

This insurance, including the rights and duties arising from it, follows the legal environment of the Czech Republic. In case of any plea the Czech Republic courts of law are relevant.

1.4.

The Czech language is communication language.

1.5.

All payments and amounts in connection with the insurance are written and paid in the currency valid in the CR territory.

1.6.

The relevant parts of the valid Act No 586/1992 Coll., Income Tax Act, are applied on this insurance.

1.7.

This insurance is a non-life insurance of loss and damage.

### Article 2 - Basic terms

For the purpose of this insurance, the following terms are defined:

- **insurance contract** - a contract about financial services in which the insurer undertakes to provide the insurance benefit, in the agreed scope, in case an insured event occurs, and the policy holder undertakes to pay the premium:
  - a) In case the insurance contract is arranged at a KB branch, it means: "Insurance Contract" (one copy receives the insurer and one copy the policyholder) and these insurance terms and conditions.
  - b) In case the insurance contract is arranged through KB telephone centre at a distance (see article 4.1.), the insurer shall confirm the arrangement of the insurance contract to the policyholder by sending the "Insurance Contract".
- **KB Telephone Centre** (hereinafter referred to as the TCKB) - KB workplace where the insurance contracts are entered into; there are no fees charged for entering into the insurance contract through TCKB
- **policy** – confirmation of the conclusion of an insurance contract
- **policyholder** - a natural person, who is the contractual part of the insurance contract. In this insurance he/she is also the insurer.
- **account** – current account for physical persons – citizens in CZK or foreign currency or credit account, to which a card is issued, maintained with KB and specified in the insurance contract
- **foreign currency** – valid currency other than CZK, in this currency the account is managed
- **authorised person** - person authorised by the current account owner to manipulate with this account by means of the card issued to this account or the person, who is authorised by the person who stipulated the Account of Credit Card Contract with KB to manipulate with the credit account by means of the credit card
- **beneficiary** – a person who due to the insurance event has the right to the insurance indemnity; in case of current account it is the owner of the account, in case of the credit account it is the person who stipulated the Credit Account Contract with KB
- **premium** – single premium for stipulated insurance period
- **card** – shall mean debit or credit payment card issued by KB with the policyholder's name (by VISA, MasterCard or American Express association)
- **card statement** – shall mean payment cards statement in case of current account or credit account statement in case of credit account
- **keys to a safe-deposit** – shall mean the keys to any locking place of depository box used by the policyholder on basis of stipulated Using Safe-deposit Box of KB Contract
- **other keys** – shall mean the keys (and generally any device or object serving for the locking and unlocking mechanism of a door) to flat/house of policyholder's permanent address and to a vehicle owned or used by the policyholder by some legal relation

- **documents** – documents of the policyholder: the identity card, passport, residence permit, driving license and Certificate on Vehicle registration book (but not the Vehicle registration book itself)
- **physical assault** - an act of violence committed by a third person incurring health prejudice of the policyholder or any other voluntary physical treat aiming to deprive the policyholder
- **close person** – the person in a mutually close relation with the policyholder within the sense of § 116 of the Civil Code, e.g. husband/spouse, parents, children (including children adopted, in guardianship or with foster parents), siblings, grandparents, grandchildren etc.
- **PIN** – personal identification number of the card
- **insurance event** – an incidental event defined in Article 5 of these insurance conditions, to which the insurer's duty to provide insurance benefit is related
- **third person** – shall mean a person other than KB, the insurer and the policyholder
- **contractual partner of the insurer** – a legal entity specified in the insurance contract, which is ensuring on the basis of the contract stipulated with the insurer the activities relating to the administration of the insurance and to the investigation of the insurance events
- **stoplisting** – shall mean providing against any authorised transactions by the card by placing the same on the stoplist. Stoplisting is irrevocable.
- **waiting period** – the 7-day period after concluding the insurance contract, when there is no right arising for paying the indemnity for the event which happened during this period
- **entering into the contract at a distance** - entering into the insurance contract with the usage of one or more means of communication (e.g. telephone or form letter) enabling to enter into the insurance contract without the physical presence of the contracting parties

### Article 3 - Concluding of the insurance

3.1.

As far as the current account is concerned, the insurance may be concluded by the owner of the current account or by the authorised person. As far as the credit account is concerned, the insurance may be concluded by the person who stipulated the Account of Credit Card Contract with KB or by the authorised person.

3.2.

Two insurances may be concluded to one account maximally, each for one person only.

3.3.

The insurance can be stipulated on the KB branch only or by phone through the KB Telephone Centre.

### Article 4 - Effectiveness of the insurance, insurance period, insurance cover and policy

4.1.

The insurance contract is concluded by signing the proposal for insurance arrangement by both contracting parties. If the contract is entered into at distance, the contract is made by the payment of the first premium.

4.2.

The insurance becomes effective on the day following the expiry of the waiting period. The insurance lasts until 31<sup>st</sup> December of the calendar year in which the insurance contract was concluded.

4.3.

The insurance effectiveness also relates to insurance events that occurred outside the area of the Czech Republic.

4.4.

The standard period of insurance is one calendar year, that is the period from 1st January to 31st December.

4.5.

If, during the insurance duration (6 weeks before the end of the relevant calendar year, at the latest), the policyholder does not inform the insurer through KB, or the insurer does not inform the policyholder that they are not interested in the insurance for the next calendar year and if the insurance does not terminate due to any other reason before the end of the year and at the same time there is no outstanding premium at the end of the year, the effectiveness of the insurance is automatically extended to the next calendar year (standard insurance period). The policyholder is obliged to pay the premium every year on the first working day of the year for which the insurance period has been extended.

4.6.  
The insurance contract is a policy at the same time.

#### Article 5 - Subject of the insurance

The subject of insurance is a financial loss in consequence of the following events:

5.1.  
A theft or loss of the card or cards and a subsequent misuse of these cards by a third party after the card is lost or stolen. A loss or theft of one or more cards at the same moment is considered to be one insurance event.

5.2.  
Stoplising and issuing of the replacement card after stoplising if this occurs as a result of the loss or theft of a card.

5.3.  
Theft of cash withdrawn by the cardholder at a branch of KB or any other bank or from an ATM machine of KB or of any other bank within the period of 48 hours after its withdrawal, by a robbery attack or in an acute sickness with loss of consciousness or after a traffic accident in which the cardholder is bodily injured or a loss of cash in consequence of forced withdrawal made under threat of a physical assault.

5.4.  
Loss or theft of keys to safe-deposit and of other keys if this occurs concurrently with the loss or theft of a card.

5.5.  
Loss or theft of documents if this occurs concurrently with the loss or theft of a card.

#### Article 6 - Sums Insured

The sums insured are determined as follows:

6.1.  
Misuse of a card by a third person (in the sense of the Article 5.1.)  
a) CZK 30,000 for payments by the card;  
b) CZK 10,000 for withdrawals at branches of KB or from ATM machines of KB;  
c) CZK 5,000 for withdrawals at branches of other banks or from ATM machines of other banks.

6.2.  
Stoplising and replacement card fees after stoplising (in the sense of the Article 5.2.) - CZK 4,000.

6.3.  
Theft of cash within 48 hours of its withdrawal or through the forced withdrawal by the policyholder evidently under physical assault (in the sense of the Article 5.3.) - CZK 2,000

6.4.  
Compensation of the costs of replacement of keys to a safe-deposit and of other keys in case of their loss or theft (in the sense of the Article 5.4.) - CZK 5,000

6.5.  
Compensation of the costs of acquiring documents (in the sense of the Article 5.5.) - CZK 500.

6.6.  
If the financial loss in the sense of Article 5 is expressed in foreign currency, for the purposes of the claims handling process and for the purposes of paying-out the indemnity this amount is converted into the CZK using the Czech National Bank exchange rate valid as of the date of the insurance event.

#### Article 7 - Insurance indemnity

7.1.  
The insurance indemnity provided for all insured events of the cardholder occurred during one calendar year may not exceed individual limits of the insurance indemnity relevant to the individual partial subjects of the insurance, in compliance with article 5 and mentioned in article 6.

7.2.  
The insurance is entered into without the co-insurance of the cardholder.

7.3.  
The insurance indemnity is paid in CZK by the insurer to the account given by the policyholder.

#### Article 8 - Exclusions from the insurance

8.1.  
Insurance does not relate to damage arising:  
a) as a result of war, other armed conflicts and internal unrests, as well as army, police and official measures related therewith;  
b) as a result of insurgencies, uprisings, and strikes;

c) as a consequence of terrorist acts and other violent actions motivated by political, social, ideological or religious factors;  
d) from disintegration of an atomic nucleus or ionised radiation.

8.2.  
The insurer shall not further reimburse:  
a) losses incurred during the waiting period,  
b) withdrawals and payments realised with PIN, with the exception of withdrawals made by the cardholder evidently under the threat of physical assault;  
c) caused by the payments realised without the physical presence of the card;  
d) losses caused by an intentional or wilful fault caused by the policyholder, authorised person or a close person;  
e) losses incurred after the card was stoplised in exception the losses due the manual transactions which happen up to 24:00 of the day of stoplising.

#### Article 9 - Premium payments

9.1.  
The policyholder is obliged to pay the premium by relevant tariff. In case of co-existence of two insurance contracts to the same account, the decreased tariff is connected to the contract which was concluded as the second. Otherwise the basic premium is connected with the insurance contract.

9.2.  
If the account connected with the Merlin insurance is managed in the foreign currency, the premium is converted into the CZK by the KB-purchase exchange rate valid as of the date of the premium payment.

9.3.  
On the first working day following conclusion of the insurance contract the policyholder is obliged to pay a lump-sum premium, counted as 1/12 of standard period premium for each of full calendar months following the day of insurance contract conclusion till the end of the calendar year. Provided that the insurance effectiveness prolongation occurs (in the sense of Article 4) the policyholder is obliged to pay the lump-sum premium for standard insurance period (by the actual tariff, i.e. the basic or decreased) as of the first working day of the calendar year by which the insurance effectiveness has been prolonged.

9.4.  
The payment is realised via encashment from the current account specified in the insurance contract or by increasing the drawn amount of given credit as of the first working day following conclusion of the insurance contract and as of the first working day of each calendar year by which the insurance effectiveness has been prolonged. The encashment or the drawn amount increase related to the given credit is arranged by KB who is authorised to do so by both the insurer and the policyholder.

9.5.  
This insurance can't be suspended even after non-payment of the premium.

#### Article 10 - Termination of insurance

10.1.  
Insurance terminates by:  
a) expiry of the stipulated insurance period (Article 10.2.);  
b) by non-payment of the premium in the period given by the insurer;  
c) by closing the account;  
d) by cancelling the holding of all the cards of the policyholder;  
e) by cancelling the authorisation – in case the authorised person was the policyholder;  
f) notice of termination (Article 10.3.);  
g) by the agreement;  
h) refusing the paying the indemnity;  
i) by death of the policyholder.

10.2.  
By the expiration of the insurance period the insurance is not cancelled, if the policyholder or the insurer wouldn't inform the other party at least 6 weeks before the end of the insurance period, that he/she has no interest on the future lasting of the insurance and if the insurance isn't cancelled by the other reason. The insurance is automatically prolonged for the next insurance year (insurance period).

10.3.  
The insurer or the policyholder may serve notice on the insurance within two months of the date of conclusion of the insurance contract. The eight-day notice period shall commence on delivery of the notice; the insurance shall terminate on expiry of this period.

## Article 11 - Duties of the policyholder

### 11.1.

The policyholder is obliged to comply with all necessary measures to protect safety of his/her card and its PIN security code and keep the PIN in secrecy.

### 11.2.

The policyholder may not lend his/her card to a close person or third person.

### 11.3.

In case of theft or loss of a card the policyholder is obliged:

- a) without undue delay, to stoplist the card at the KB branch or by calling to the telephone number for stoplisting specified by KB,
- b) without undue delay, to notify the police of theft or loss the card or a financial loss (in the sense of the Articles 5.1. and 5.3.) or theft or loss keys or documents (in the sense of the Articles 5.4. and 5.5.) about such the occurred events and to require a written police report to be drawn up,
- c) without undue delay, to notify the bureau of municipality with extended scope or bureau of municipality authorised to keep register office of loss the documents (in the sense of the Article 5.5.) about such the occurred events and to require a written confirmation to be issued,
- d) in case he/she notices on his/her card statement a debit of fraudulent operation, as a result of the use of his/her stolen or lost card (in the sense of the Article 5.1.), in case of his/her financial loss (in the sense of the Article 5.3.) or in case of keys or document theft or loss (in the sense of the Articles 5.4. and 5.5.) he/she is obliged to dial immediately the given phone number to declare the claim to the contractual partner of the insurer.

### 11.4.

If an insurance event occurs, the policyholder is obliged to submit to the contractual partner of the insurer the following documents (the originals or the notary authorised copies are required):

- a) the policy,
- b) card statement showing the payment of the stoplisting fee,
- c) in case of theft or physical assault the police report,
- d) in case of loss of card, or eventually in case of loss of keys or documents, the declaration of honour regarding this event,
- e) in case of fraudulent use the substantial card statement indicating the date and sums fraudulently debited from his/her current account,
- f) in case of the physical assault the medical certificate by the physician or emergency service,
- g) other documentation proving the claim, e.g. a witness statement (written, dated and signed by the witness, indicating his/her name, the place and date of his/her birth, his/her address) both detailing the circumstances and consequences of the assault,
- h) in case of loss of the documents the confirmation of this event by the bureau of municipality with extended scope or bureau of municipality authorised to keep register office,
- i) invoices corresponding to the expenses incurred for the replacement of the theft or lost keys or documents (including the relevant photos) and the copies of re-issued documents

### 11.5.

The policyholder is also obliged to:

- a) provide assistance for the claims handling and provide the contractual partner of the insurer with all necessary information and data,
- b) enable the contractual partner of the insurer to take all reasonable steps to examine the causes of the insurance event, extent of damage and the amount of benefit, and provide it with all information (in writing, if needed) being instrumental therein,
- c) to contact the KB without undue delay in case of theft or loss of keys to a safe,
- d) notify to the insurer without undue delay that he/she has received the claim compensation from the other subject,
- e) secure, in respect of a third party, the right to compensation for damage caused by the insurance event, as well as a right of recourse and settlement.

### 11.6.

The policyholder is obliged to take care to minimize the likelihood of an insurance event occurrence; in particular, he must not breach the obligations leading to averting or limiting the danger, that are placed upon him by valid legal regulations or that he took upon himself when entering into the insurance, nor to tolerate the breaching of these obligations by third parties.

### 11.7.

If the policyholder breaches these obligations wilfully or under the influence of alcohol, intoxicants or other addictive substances, and if this breach contributes to the occurrence of the insurance event or to increasing the scope of its consequences, the insurer is entitled to decrease the insurance indemnity ensuing under the insurance policy by a reasonable amount.

### 11.8.

For the payment of insurance indemnity, the originals or copies of documents authenticated by a notary must be produced. An authorized representative of KB or insurer is also entitled to check conformity of a copy with an original. In case the documents are in the foreign language also the certified translation to the Czech language is necessary to be added.

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

### 12.1.

Personal data processing connecting 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 the conclusion of 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 (Bank) 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 can be 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 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.

The insured/policyholder awards the consent, by the conclusion of the insurance contract, even 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., on care for health of people, 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 and authorizes the relevant social security office to provide the information 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. These sensitive personal data will be processed 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 stipulation of the insurance contract. The granted agreement can be withdrawn only in written form in the letter sent to the insurer. This withdraw will cause the termination of the insurance contract to the date of withdrawal, at least at the date of delivery. In this case the insurer has the right to the premium till the end of the insurance period.

#### 12.3.

Shared personal data processing

#### 12.3.1.

The insured/policyholder also agrees that his/her personal data (in case he/she is the physical 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 conditions, is effective only in relation to the insured/policyholder who signed the contract or the amendment to the contract (with these insurance conditions as an integral part), on the effective date, at the earliest, of these insurance 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 conditions.

#### 12.3.3.

This consent to processing Personal Data 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.

### Article 13 - Delivering

#### 13.1.

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

#### 13.2.

All information, announcements and requests relating to the insurance must be made in a written form in Czech language and they are effective as of date of delivery to the other contractual party.

#### 13.3.

The contractual parties are obliged to send the paper documents to the address defined in advance or to the last known address of the other contractual party. The contractual parties are obliged to send the paper documents through the holder of the postal license (hereinafter referred as "post"). The insurer may give written documents for the policyholder, the insured or beneficiary to these persons by personal delivery through the insurer's employee or other person authorized by the insurer. The policyholder, the insured or the beneficiary can also give the paper document for the insurer through any of the KB branch. Date of delivering is recognized as the date the documents are delivered to the address of the insurer.

#### 13.4.

The written document sent to the addressee by the post ordinary is considered as delivered on the third day after the proved sending of the document to the corresponding address although the recipient didn't know about delivery.

#### 13.5.

The written document sent to the addressee by the registered post is considered as delivered, if this is not delivering by below written paragraphs, on the eighth day after the proved sending of the document.

#### 13.6.

The written document sent to the addressee by the registered post with confirmation of delivery is considered as delivered, if this is not delivering by below written paragraphs, on the date of receiving which is written on the confirmation.

#### 13.7.

In case the addressee refuses to accept the written document, this document is considered as delivered on the date the addressee refused the document.

#### 13.8.

If the addressee of the written document wasn't reached and if he/she didn't collect the written document which was laid at the post, the document is considered as delivered the last day of the laid period. This is applied also in case the addressee didn't know that the written document was laid there. If this date is Saturday, Sunday or some state holiday, the last day of this period is the first following working day after that day.

#### 13.9.

The written document sent to the addressee by the post is considered as delivered, if the document is undeliverable due other reasons.

### Article 14 - Corresponding addresses

Address for sending of correspondence is the address of the contractual partner of the insurer, company Willis, s. r. o., Karlovo náměstí 10, 120 00 Praha 2 (especially for the correspondence related to the insured events) or the address of the relevant branch of Komerční banka, a. s. (especially for the change of the policyholder's address).

### Article 15 – Solving of 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.

### Article 16 - Change of the insurance conditions

#### 16.1.

The insurer has the right for change of the premium or the insurance conditions. The insurer is obliged to announce this possible change of the premium or the insurance conditions at least 12 weeks before the end of the calendar year. Change of the premium or the insurance

conditions is effective for next insurance years after 1<sup>st</sup> January of the following calendar year.

16.2.

The policyholder, in case of interest on lasting of the insurance, is obliged to inform the insurer about his/her agreement with the new amount of the premium or the insurance conditions in the period of 4 weeks from the date of receiving of this announcement. If the policyholder won't react in the period of 4 weeks from the date of receiving of the announcement, the insurer will suppose that the policyholder doesn't agree with the change of the premium nor the insurance conditions and the insurer cancel the contract in the sense of Article 4.

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#### **A. Insurer's duty to inform, according to section 66 of the Insurance Contract Act:**

##### **A.1. Taxes**

The paid out insurance indemnity is not a subject to the income tax act (section 4, paragraph 1 letter l of the Income tax act).

##### **A.2. Supervisory**

The institution responsible for the insurer's supervisory is the Czech National Bank residing Na Příkopě 28, 115 03 Praha 1.

##### **A.3. Other information**

Other information resulting from this duty is mentioned in these insurance conditions.