

respectively Section 46, subsection 1, letter c) of the Labour Code Act),
or the employment has been terminated by agreement from the above mentioned reasons.

9.5.
In the case of unemployment, the insurer shall remit insurance indemnity for every commenced month following the deferred period, up to the moment of entering new employment relationship, retiring, taking maternity leave, being taken into detention or beginning imprisonment, however, for a maximum period of 4 months.

9.6.
Provided any insured accident occurs, the Insured shall submit a copy of his/her work contract, copy of credit certificate and copy of the notice or the agreement showing the date and the reason for terminating of the employment relationship and submit his/her evidence in unemployment registry governed by the employment bureau. The insured with non-EU citizenship of is obliged to submit copy of employment permit or permit of his/her permanent residence in the Czech Republic.

9.7.
The insured shall report and document his/her entering into new employment relationship, retirement, full or partial disability pension, or taking maternity leave, beginning imprisonment, within one month of the date of the change.

Article 10 – Insurance Indemnity

10.1.
Provided the insured dies during the insurance period, the insurance indemnity will be remitted to the appointed person in the amount of justified outstanding debt (i.e. in the amount of outstanding principal of credit relative to month and year in which insurance event occurred).

10.2.
Full disability insurance indemnity shall be provided monthly in the amount of 100 % of the monthly credit instalment.

10.3.
Work inability insurance indemnity shall be provided daily in the amount of 3.3% of the monthly credit instalment.

10.4.
Unemployment insurance indemnity shall be provided monthly in the amount of 100 % of monthly credit instalment.

10.5.
The insured is obliged to report, in written form, to the Insurer that the insurance event occurred. The insured or the authorised person is obliged to present the necessary documents for payment of an insurance indemnity, which the insurer requires, and inform the insurer about changes that influence the payment of insurance indemnity. The insured is also obliged to undergo a medical examination at the request of the insurer. Should these obligations not be fulfilled, the insurer shall not pay out the insurance indemnity. The insurer has the right to ascertain and investigate submitted documents as well as the right to require and consult expert's reports.

10.6.
The upper limit of the insurance indemnity is given in the Contract.

Article 11 – Exclusions, limitations and rejection of indemnity payment

11.1.
The insurer is not obliged to pay out insurance indemnity from insurance events:

- a) that occur as a consequence or in connection with military actions or civil war, civil riots or terrorist attacks, a revolt or uprising;
- b) that occur during the driving motor vehicle by the insured with no driver's licence or if the motor vehicle was driven without authorization;
- c) in case of death of insured as a consequence of a suicide;
- d) in case of full disablement or work inability of the insured due to an intentional self-infliction of the insured during the insurance;
- e) in connection with consumption our consuming of alcohol or addictive or toxic substances by insured or in connection with drug abuse or poisoning as a consequence of the consumption solid or liquid or fluent form as a result of carelessness;
- f) in connection with the accident or illness that occurred before his/her entering into the insurance and for that insured was treated, was under medical monitoring, or their symptoms occurred or were diagnosed, in the course of 5 years before entering into the insurance;
- g) in case of AIDS, VHB (B hepatitis), VHC (C hepatitis).

11.2.
The insurer is authorised to reduce indemnity by up to a half:

- a) in case the insured event happened in connection with actions of the insured, for which he/she was found guilty of a crime by a court of law;
- b) in connection with actions by which the insured caused great injury or death to another person or otherwise grossly breached an important interest of the society;
- c) if it is discovered that the appointed person or the insured had presented different information about the rise of an insurance event than the one that became apparent from the investigation of the insurer or if such information was concealed.

11.3.
The insurer shall not pay the insured indemnity in the following cases of work inability:

- a) the treatment of the insured in establishments for the treatment of alcoholism, drug, gambling and other addiction;
- b) work inability due to a psychiatric or psychological finding (F00 – F99 diagnosis according to the international classification of diseases);
- c) the insured has suffered injury in relation to a professional sporting activity;
- d) in connection with the following sports activities: canyoning, sky-surfing, bungee-jumping, shark-diving, rafting, blace-water-rafting, heli-skiing(biking), diving in depth more than 30 meters, mountain-climbing, paragliding, motorless flying, parachute descent from aircrafts and from uphill;
- e) the insured does not stay in the place notified to his/her physician (given in confirmation of insured's work inability), except for those cases when
 - I. he/she is under necessary treatment in a hospital;
 - II. he/she has left his/her place notified to his/her physician with the approval of his/her physician (his/her leaving is permitted by his/her physician as a part of confirmation of insured's work inability);
 - III. the insured has been unable to work during his/her temporary stay out of his/her place of permanent residence for the reason of acute illness or injury suffered there, provided his/her return is out of question from medical point of view;
- f) curative stays in sanatoriums, health resorts and physiotherapeutic centres, except those cases when the stay therein is an indispensable part of illness or injury treatment from medical point of view and the insurer has granted a prior written approval to this curative stay;
- g) work inability related to pregnancy, hazardous pregnancy, childbirth and abortion;
- h) the pains of insured's back and their complications during the first 2 years from the beginning of insurance (M40 – M99 diagnosis according to the international classification of diseases);
- i) the insured suffered injury in relation to work accident or occupational disease;
- j) during the period the insured draws maternity indemnity or parent's allowance, during the period of further maternity leave of the insured who has no title to maternity indemnity, and also during the period the insured would draw maternity indemnity in accordance with legal regulations;
- k) the insured exposes himself/herself to a danger deliberately;
- l) the insurer has learned about any breach to curative regime; in that case, from the day of this discovery;
- m) the insured has consented to be made subject to testing products before being certified, registered and approved for manufacture or distribution (drugs, etc.);
- n) work inability related to cosmetic operations.

11.4.
The insurer is entitled to refuse insurance indemnity if the cause of the insurance event was a circumstance of which the insurer learned after the insurance event and which the insurer could not have discovered at the time the insurance was arranged or its change due to the fact that the written questions of the insurer were answered untruthfully or incompletely by the insured, intentionally or out of negligence, and if the insurer would not have arranged the insurance, or would have arranged the insurance under different conditions, had the insurer known of the given circumstances. The insurance terminates on the date of delivery of notification of refusal to pay insurance indemnity.

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

12.1.
Personal data processing in connection with the insurance contract
12.1.1.

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

12.1.2.

The personal data of the insured/policyholder can be processed in the above mentioned scope and for the above mentioned purposes without the explicit agreement of these persons.

12.2.

Sensitive personal data processing consent connected with the insurance contract

12.2.1.

By entering into the insurance contract the insured awards the consent to insurer for purposes of obtaining data about his/her health condition, through the contractual physicians of the insurer, in compliance with Section 67b subsection 10 of Act No. 20/1966 Coll., Care for health of people Act, as amended, and authorizes all doctors, health offices and institutions and health insurance companies to disclose this data, even after the death, to the insurer.

12.2.2.

The insured/policyholder agrees that the insurer can process his/her personal data relevant to his/her health state (the sensitive personal data according to Section 4 Par. b of the Personal Data Protection Act), which were awarded by him/her or that the insurer obtained by a different legal way, or that he/she created by processing of data obtained in this way. This sensitive personal data will be processed by the insurer or by a processor that the insurer authorizes, within the subject of the business of the insurer and also to activities directly or indirectly related to insurance and reinsurance activity.

12.2.3.

The granting the agreement mentioned in the Article 12.2.2. is necessary for arrangement of the insurance contract. The granted agreement can be withdrawn only in written form in the letter sent to the insurer. This withdrawal will cause an automatic termination of the insurance on the date of the withdrawal, however, on the day of delivery to the insurer, at the earliest. In this case the insurer has the right to the premium till the end of the insurance.

12.3.

Shared personal data processing

12.3.1.

The insured/policyholder also agrees that his/her personal data (in case he/she is a natural person) or its data (in case it is legal person) are processed by the insurer and every subsequent Administrator, it also means the data transferred among them, for the purpose of achieving a better-quality care of the insured/policyholder, implementing Marketing activities, informing other Administrators of bonding capacity and credibility of the insured/policyholder, and analyzing the data. The insured/policyholder agrees that the Administrator processes his/her Personal Data for the purpose and in the extent mentioned above during the period after granting this consent until expiration of 4 years of termination of the last contractual or another legal relationship with any of the Administrators.

12.3.2.

The consent of the insured/policyholder, according to Article 12.3.1 of these Insurance terms and conditions, is effective only in relation to the insured/policyholder who signed the contract or the amendment to the contract (with these Insurance terms and conditions as an integral part), on the effective date, at the earliest, of these Insurance terms and conditions. For the insured/policyholder who signed, refused to sign or withdrew similar consent, the legal mode of the consent granted, refused or withdrawn before, remains unchanged by the change of the Insurance terms and conditions.

12.3.3.

This consent to processing of Personal Data, granted especially by the valid Acts No 363/1999 Coll., Insurance Business Act, No 513/1991 Coll., Business Code, No 480/2004 Coll., About some Services of the Information Society, No 101/2000 Coll. and Personal

Data Protection Act, is voluntary and the insured/policyholder is entitled to withdraw it anytime in relation to any Administrator. Consent withdrawal must be sent to the Insurer in a written form. Personal Data provision is voluntary unless a generally binding legal regulation stipulates otherwise.

12.4.

The insured/policyholder is obliged, without undue delay, to inform the insurer about the change of the processed personal data.

12.5.

Personal Data about the insured/policyholder is processed to the extent in which the insured/policyholder has provided it in relation to (a) request for contractual or other legal relationship, (b) with any contractual or another legal relationship established between him/her and the Administrator, or (c) which the Administrator has collected otherwise and processes them in compliance with valid legal regulations for the following purposes: (i) purposes included within the consent of the insured/policyholder, (ii) negotiations about the contractual relationship, (iii) performance of the contract, (iv) protection of the vital interests of the insured/policyholder, (v) authorized publishing of personal data, (vi) protection of the rights of the Administrator, recipient or other persons involved, (vii) filing kept in compliance with the law, (viii) offering business or services, (ix) handing over the name, surname, and address of the insured/policyholder for the purpose of offering business and services in compliance with generally binding legal regulations.

12.6.

If the insured/policyholder asks the Insurer in writing, he/she is entitled - in compliance with valid legal regulations - to the provision of information on Personal Data processed about him/her, the purpose and nature of processing of Personal Data, on recipients of this data and the Administrators. Furthermore, the insured/policyholder is entitled to ask the insurer for correction of Personal Data if it is discovered that the Personal Data processed by any of the Administrators does not correspond with reality. If the insured/policyholder finds out or thinks that the Administrator processes his/her Personal Data in violation of protection of the insured's/policyholder's private and personal life or in violation of legal regulations, he/she is entitled to seek an explanation from the insurer. If appropriate he/she is entitled to ask that the Insurer corrects such defective state. Irrespective of the preceding regulations of this paragraph, the insured/policyholder is entitled to contact the Office for Personal Data Protection (if the Administrator breached duties) with request to take appropriate measures for adjustment.

12.7.

For the purpose of the Article 12, the following is understood:

- the Administrator – the Insurer, Société Générale SA, B 552 120 222, the company established and existing pursuant to the French law, residing at 29 Boulevard Haussmann, 75009 Paris (SG), FSKB members and the Persons controlled by SG;
- Marketing activities – collection of activities, the purpose of which is informing the insured/policyholders about products and services of the Administrator, submitting an offer for their order, mediation or acquisition and evaluation of appropriate data for these purposes, this also by means of email;
- Members of the financial group of the Bank (FSKB members) – particularly Komerční banka, a. s., ID 45317054 (the Bank), Investiční kapitálová společnost KB, a. s., ID 60196769, Modrá pyramida stavební spořitelna, a. s., ID 60192852, Penzijní fond Komerční banky, a. s., ID 61860018, ESSOX s. r. o., ID 26764652 and other subjects in which the Bank has or will have capital participation consisting in direct or indirect share in their basic capital;
- Persons controlled by SG – subjects that SG controls and that, at the same time, either (i) have or will have capital participation in subjects seated in the territory of the Czech Republic consisting in direct or indirect share in their basic capital, or (ii) have seat in the territory of the Czech Republic. If such subject is a member of FSKB, this subject is then included in the specification of FSKB members;
- Personal Data – name, surname, address, date of birth, birth number, contact data, financial standing and credibility of the insured/policyholder as the natural person, no sensitive personal data according to the Czech Personal Data Protection Act;
- Data about the Legal Person – identification data of the insured/policyholder as the legal person, especially business name, place of business, ID, date of establishment, type of business, contact data, financial standing and credibility of the insured/policyholder.

Article 13 – Delivering

13.1.

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

13.2.

The contractual parties are obliged to send written documents via a holder of a postal licence to an address agreed in advance or to the last known address of the other contractual party. Written documents intended for the policyholder, the insured or beneficiary may be given to these persons directly by the insurer via the insurer's employee or other person authorized by the insurer.

13.3.

If the addressee of a written document wasn't reached at the time of delivery and if this addressee failed to collect a written document stored at the postal licence holder within the set delivery period (15 days), the last day of this period shall be considered the date the written document was delivered to the addressee, even if the addressee did not learn of such poste restante.

13.4.

If the addressee refuses to take receipt of a written document, this document shall be considered as delivered on the date on which such receipt was refused.

Article 14 – Correspondence Address

The mailing address for correspondence addressed to the insurer is Komerční pojišťovna, a. s., Karolinská 1, Praha 8 186 00. The mailing address for insurer's and insured's correspondence addressed to the policyholder is address of any branch of Komerční banka, a.s.

Article 15 – Disputes

In the event of a dispute, it is possible to contact Komerční pojišťovna, a. s., Customer Service, Karolinská 1/650, 186 00 Praha 8, or the Czech National Bank, Na Příkopě 28, 115 03 Praha 1.

RELATED INFORMATION

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

Article A. Taxes

In the event of death, full disability, work inability or the loss of job the insurance indemnity is free of income tax (section 4, subsection 1, letter l) of the Income Tax Act).

Article B.

In this insurance the insurer does not pay out surrender value and does not attribute the profit sharing.

Article C.

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