

Notification to the Policyholder/Insured before distance contract conclusion

This notification document serves to provide the Policyholder/Insured with information necessary to make it easier for them to understand the insurance contract. CROATIA INSURANCE COMPANY Plc. (hereinafter: Insurer), being an insurance company, provides the Policyholder/Insured with the following information prior to the conclusion of an insurance contract:

1. Company name and registered office/address of the insurance company

The insurance company to which you are addressing your insurance proposal is CROATIA INSURANCE COMPANY Plc., PIN: 26187994862, Vatroslava Jagića 33, 10000 Zagreb, Republic of Croatia. The Insurer is registered with the Commercial Court in Zagreb, under company registration number o80051022. Company name is CROATIA INSURANCE COMPANY Plc. By virtue of a Decision issued by the Croatian Financial Services Supervisory Agency (hereinafter: HANFA), Class: UP/I-453-02/07-30/09, Reg. No.: 326-112-07-7 of 6 December 2007, the Insurer became licenced for the business activity of concluding and performing life and non-life insurance contracts.

2. Terms and conditions of insurance applicable to the insurance contract

Terms and conditions of insurance under which the insurance contract is concluded are indicated in the enclosed Insurance Proposal/Informative Calculation. The terms and conditions are in Croatian and, with the Policyholder's consent, all communication which is to take place during the contract term will be in Croatian.

By virtue of the insurance contract, the Insurer undertakes to the Policyholder to pay to the Insured or Insurance Beneficiary the insured sum if an insured event occurs, whereas the Policyholder undertakes to pay to the Insurer the insurance premium.

3. Time limit during which the Proposal is binding for the proposing party and the right to withdrawal of Proposal

Unless a shorter period has been determined by the proposing party, a written Proposal shall be binding for the proposing party for a period of 8 (eight) days, or for 30 (thirty) days where a medical examination is required, counting from the day of delivery of the Proposal to the other party. The Proposal can be withdrawn by the proposing party within the same time limit as indicated above.

4. Terms and conditions for contract expiry and termination of/withdrawal from contract

Unless otherwise agreed, the insurance contract enters into effect upon expiry of the day indicated in such contract as the insurance inception date, and it will remain in effect until expiry of the agreed insurance end date.

Notwithstanding the above, an insurance contract may terminate prior to expiry of the period for which it was concluded, in cases where subject of insurance was destroyed/loss, insurance premium unpaid, or where it has been found that the Policyholder failed to disclose information, or unintentionally provided an inaccurate or incomplete application.

The Policyholder has the right to unilaterally terminate/withdraw from a distance contract within a period of 14 (fourteen) days following contract conclusion, unless the pertinent contract is for traveller and baggage insurance or another short-term insurance policy concluded for a term shorter than one month.

In the event of unilateral termination where insurance commenced, at Policyholder's explicit request, prior to expiry of the time limit for unilateral termination/withdrawal, i.e. prior to expiry of 14 (fourteen) days after conclusion of insurance contract, the Policyholder will pay to the Insurer the insurance premium proportionate to the duration of insurance contract until that time, provided that no insured event occurred by that time.

Termination/withdrawal notice is delivered in writing, to the Insurer's address: Vatroslava Jagića 33, Zagreb, prior to expiry of the time limit for insurance contract termination.

5. Term of insurance contract

The term of the insurance contract is indicated in the enclosed Insurance Proposal/Informative Calculation.

Unless otherwise agreed or specified in the terms and conditions for any individual type of insurance, the Insurer's liability under the insurance contract commences upon expiry of the 24th hour of the day indicated in

the insurance contract as the insurance inception date, if premium has been paid by that day. Where premium is paid after the day indicated in the insurance contract as the insurance inception date, Insurer's liability commences upon expiry of the 24th hour of the day on which premium is paid.

Insurer may proceed with performance of insurance contract concluded by distance communication, with a term of one month or longer, with explicit consent of the Policyholder, even prior to expiry of the 14 (fourteen) day time limit following conclusion of insurance contract.

6. The amount of insurance premium, insured sum, method of payment of insurance premium and period of premium payment, the amount of contributions, duties, taxes and other expenses and fees, total amount to be paid

The amount of the insurance premium, insured sum for basic and supplemental coverage and period of premium payment are all indicated in the enclosed Insurance Proposal/Informative Calculation.

The amount of contributions, taxes and other expenses and fees, where they are payable together with the insurance premium, as well as the total amount to be paid, are also indicated in the enclosed Insurance Proposal/Informative Calculation.

Premium payment may be contracted in instalments or as a lump sum. Premium is payable online, by card payment.

7. Information about the complaints and dispute handling process

Any natural or legal person or representative of a consumer group who decides or intends to (directly or indirectly) conclude or has already concluded an insurance contract, as well as any person endowed with the rights and obligations under the concluded insurance contract has the right to submit a complaint with regard to the work performed by the insurance distributor or with regard to service provision or contract performance, specifically caused by any action of the Insurer or a person performing insurance brokerage activities on behalf of the Insurer.

A complaint may be filed at the Insurer's premises by filling in the complaints form; by regular mail to the address: CROATIA INSURANCE COMPANY Plc., PP 56, 10002 Zagreb; by e-mail to the address: prituze@crosig.hr; by telephone: 072 00 1884; by fax: 01 633 2020.

The complaint is to include the following information:

- Where the complainant is a natural person: name, family name and address of the complainant or his/her legal representative, or where the complainant is a legal person: company name, registered office, name and family name of the person responsible;
- Reasons for the complaint and requests of the complainant, as well as evidence that confirms the statements made in the complaint, where such evidence can be enclosed. This can also include documents that were not taken into consideration during the decision-making procedure that resulted in the adoption of the decision being complained against, as well as proposals for presentation of evidence;
- Date of filing of complaint and signature of the complainant or his/her representative;
- Power of attorney for representation, where the complaint is filed by an attorney.

The complaints handling process is the responsibility of the Contact Centre.

The Insurer shall deliver to the complainant an answer to the complaint within 15 (fifteen) days counting from the day on which the Insurer received the complaint, or exceptionally, when an answer cannot be given within the above time limit, the Insurer shall notify the complainant of the reasons for the delay, indicating a time when the process will be finished

and the complaint answered. When the answer to the complaint does not fulfil or only partially fulfils the requests made in the complaint, the complainant is entitled to submit a complaint to the insurance ombudsman for violation of the Code of Insurance and Reinsurance Business Ethics, to initiate the procedure of amicable dispute settlement, or to file a complaint to the competent court.

All disputes resulting from or relating to the insurance relationship, including disputes pertaining to issues of its valid creation, violation or termination, as well as legal effects resulting therefrom, can be forwarded to one of the mediation organizations in the Republic of Croatia which are active with the Croatian Insurance Bureau, the Croatian Chamber of Economy or the Croatian Employers Association.

The mediation proposal is to be delivered in writing.

If the Policyholder/Insured or other interested party believes that the Insurer or the Insurer's broker failed to act in accordance with their obligations, they may submit a complaint to HANFA.

8. Protection of personal data

CROATIA INSURANCE COMPANY Plc., as the controller, protects your privacy and processes only the personal data that is necessary for achieving the purpose for which they were provided. Categories of personal data collected by CROATIA INSURANCE COMPANY Plc. are the following:

Identification data: PIN, name and family name, ID card number; Contact data: address, phone number, mobile phone number, e-mail address; Special category of personal data: health-related data, membership in any union; Market segmentation data: occupation, information on your family, assets, preferences, records of phone calls to the Insurer's Call Centre and sales consultants; Information on movable/immovable property: licence plate number of your vehicle, VIN number, location and size of immovable property, value of immovable/movable property and any other information provided by way of risk assessment questionnaires; Other information required for contract performance: IBAN, date of birth, VIN number, licence plate number, annual income.

Purpose of processing and legal basis for processing

Your personal data is collected and processed for the purpose of concluding and performing insurance, reinsurance and co-insurance contracts, as well as for the purpose of concluding and performing loan agreements which include a life insurance contract.

In accordance with the Insurance Act, insurance activities are of significant public interest. In accordance therewith, we process special categories of personal data, such as membership in any union, where such data is necessary for concluding and performing insurance contracts, as well as the special category of personal data pertaining to the health of the data subjects, where, depending on the type of insurance coverage, the health of the data subject represents information necessary for concluding and performing an insurance contract, as well as for exercising insurer's legal rights after the insured event has occurred.

We also collect and process your personal data because we require it in order to be able to fulfil our duties under the laws of the Republic of Croatia, such as the Civil Obligations Act (to fulfil our legal and contractual duties, e.g. to pay insurance compensation under liability insurance contracts), the Anti-money Laundering and Terrorist Financing Act (e.g. for conducting due diligence with risk assessment in accordance with the provisions of that Act), the Insurance Act (e.g. for assessing your requirements and demands), and other standards in effect in the Republic of Croatia (e.g. FATCA and CRS regulations, based on which we process your personal data with the aim of fulfilling the obligation of automatic exchange of financial information). All obligations listed above are based on and allow for the performance of our primary activity, which is the performance of insurance contracts or loan agreements.

With your consent, we process personal data for the purpose of conducting phone surveys with the aim of analysing your satisfaction with the services provided, for marketing the products of CROATIA INSURANCE COMPANY Plc., which includes offering new insurance products, for sending marketing materials, for market segmentation and for other purposes which require your consent.

Please note that giving your consent not in no way affects the (non)performance of the insurance contract, as well as that termination or modification of the insurance contract does not affect a valid consent.

Source of personal data

We also process personal data required for the purposes listed above even

when such data has not been provided directly by the person they pertain to, and which data we received from policyholders, insureds, insurance beneficiaries, injured parties or parties responsible for any losses, other insurance companies, competent bodies, public sources, appraisers and other business partners. In this case, data subjects are duly notified in accordance with the provisions of the GDPR.

In certain cases, where CROATIA INSURANCE COMPANY Plc. concluded an insurance contract with the policyholder, it shall act as a joint controller with the policyholder in the part pertaining to necessary processing of personal data of the insured/insurance beneficiary for the purpose of concluding and performing insurance contracts (e.g. contracts for insurance of the policyholder's employees).

In certain cases, where CROATIA INSURANCE COMPANY Plc. concluded an insurance distribution contract with an insurance broker, CROATIA INSURANCE COMPANY Plc. and the insurance broker shall act as joint controllers in the part pertaining to necessary processing of personal data for the purpose of concluding and performing insurance contracts (e.g. financial institutions, brokers, etc.).

Personal data collection and processing is fair, lawful and transparent and we invest great efforts to make sure that the data is correct, complete, up-to-date and secure.

Legitimate interest

Processing of your data based on our legitimate interest is subject to special rules that allow you to object to such processing at any time and on grounds relating to your particular situation. The following constitutes legitimate interests of CROATIA INSURANCE COMPANY Plc. for processing your personal data:

- Prevention and detection of insurance fraud as well as fraud or embezzlement in general;
- Direct marketing for the purposes of insurance contract renewal;
- Contacting policyholders to offer new products to them (marketing);
- Contacting former policyholders and other persons from the company's client database for the purpose of making first contact and obtaining consent for offering products to them;
- Contacting policyholders who are candidates for the "Dobra prilika" loyalty program;
- Joint legitimate interest with financial institutions for the purpose of managing the client portfolio;
- Video surveillance of business facilities, visitor identification and registration for the purpose of protecting persons and property;
- Recording telephone conversations in call centres.

Obligation to safeguard personal data

We undertake to safeguard your personal data in line with the highest applicable standards, which means that we will not communicate them or make them available to any third parties, except where necessary for the purpose of concluding and performing insurance contracts, exercising the insurer's legal rights following the occurrence of an insured event, or fulfilment of legal obligations of the controller, or where there is legitimate interest or consent given by you:

- Where you have given explicit written consent to communication of certain confidential data for a specific purpose or to a specific party;
- Where data is required by the Ministry of the Interior, by the competent State Attorney's Office or by other national authorities for their performance of tasks falling under their competence;
- Where data is required by other reinsurance or insurance company for the purpose of reinsurance or co-insurance;
- Where data is required by a court or a notary public for any procedure conducted by them requiring the presentation of such data in writing;
- In cases defined by the Anti-money Laundering and Terrorist Financing Act;
- Where data is required by HANFA, the competent supervisory body or any other supervisory body, including EIOPA, ESMA, EBA, ESRB and the Joint Committee, for the purpose of supervision performed by them under their competence;
- Where data is required by a tax authority in the procedure performed under its competence;
- In cases defined by the Compulsory Traffic Insurance Act and other applicable regulations under which we are obligated to collect data;
- In cases where it is necessary for the purposes of the Croatian State Archives;
- In cases defined by the REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL with regard to the possibility and

rules of personal data processing performed by data processors on behalf of insurers;

- Where data is required within the company of a CROATIA INSURANCE COMPANY group member;
- Where data is required by health institutions and pharmacies;
- Where data is required by a roadside assistance company (if such services have been contracted);
- Where data is required by printing companies and mail preparation and delivery companies, e.g. HITRA, Hrvatska pošta, Lider Express;
- Where data is required by IT service providers;
- Where data is required by financial institutions and credit card companies for the purpose of debt enforcement;
- Where data is required by lawyers, experts, external appraisers, insurer's physicians;
- Where data is required by marketing and other business partners, auditing companies.

Personal data retention period

Your personal data will be retained until the intended purpose behind their collection as well as all contractual rights and obligations have been fulfilled or until expiry of the time limits prescribed by the laws of the Republic of Croatia. The period in which your personal data will be retained depends on the legal obligation of data retention, the type of insurance contract concluded, the term of the insurance contract, the processing of claims and the statute of limitations for claims.

Transfer of personal data to countries or international organizations outside the European Economic Area

Your personal data is generally processed within the European Economic Area (EEA). Personal data shall be revealed to recipients in third countries or international organizations where this is necessary for the purpose of concluding or performing insurance contracts (e.g. for the purpose of reinsurance or in processing international claims) only if the European Commission has decided that such countries offer an adequate level of data protection prescribed by the General Personal Data Regulation, or where appropriate safeguard measures have been implemented (e.g. standard data protection clauses). In the absence of such adequacy decision or appropriate safeguard measures, including binding corporate rules, derogations from the rules on transfer or a set of transfers of personal data to a third country or an international organization are allowed in specific situations, in accordance with Article 49 of the Regulation, where applicable.

What are your rights?

- **Right of access** – you have the right to contact us at any time and to receive confirmation as to whether your personal data is being processed, and where that is the case, to request access to such personal data and to information you are entitled to receive with regard to personal data protection. On that occasion, CROATIA INSURANCE COMPANY Plc. will provide you with a copy of the personal data being processed, and should you require any further copies, a reasonable fee may be charged based on administrative costs. If you submit your request electronically, information will be provided in electronic form, unless you specify otherwise;
- **Right to rectification** – if some of your personal data being processed is inaccurate, you may request that we rectify it at any time. Likewise, if data is incomplete, you have the right to supplement it;
- **Right to erasure** – you have the right to request that we erase personal data pertaining to you if we have processed them unlawfully or if the personal data is no longer necessary in relation to the purposes for which they were collected or in other similar situations. Please note that there are reasons that may make instantaneous erasure of data impossible, such as establishment, exercise or defence of legal claims, of which you will be duly notified on a case-by-case basis;
- **Right to restriction of processing** – you may request that we restrict the processing of your data where one of the following applies:
 - You contest the accuracy of personal data, for a period that allows us to verify the accuracy of such data;
 - Processing is unlawful, but you oppose erasure and request restriction of use of such data instead;
 - Such data is no longer required for the purposes of processing but they are required by you for establishment, exercise or defence of legal claims,
 - You have objected to the processing;

- **Right to data portability** – you have the right to receive your personal data, which you have provided to us, in a structured, commonly used and machine-readable format and you have the right to transmit such data to another controller where the processing is based on consent or on a contract and where the processing is automated;
- **Right to object** – you have the right to object at any time to the processing of your personal data, where processing is based on our legitimate interests, including profiling or where your personal data is processed for direct marketing purposes;
- **Right to complaint** – if you believe that our processing of your personal data is in violation of the REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL or other regulations pertaining to protection of personal data, please contact our Data Protection Officer to have the issue clarified. This can be done by using the following contact information: Vatroslava Jagića 33, 10000 Zagreb, telephone: 016332253, and e-mail address: zastitapodataka@crosig.hr. You also have the right to submit a complaint to the national supervisory body (Croatian Personal Data Protection Agency) or to an EU supervisory body;
- **Right to withdraw consent** – where processing is based on consent, you have the right to withdraw your consent at any time, without this affecting the lawfulness of processing performed based on such consent prior to its withdrawal. This can be done the same way the consent was initially given, as well as by e-mail: info@crosig.hr or by calling the toll-free number 072 00 1884;
- **Right to compensation** – if you have incurred (non-)financial loss as a result of violation of relevant legal provisions, you are entitled to compensation by us or by the data processor for the loss suffered;

The exercise of the rights listed above, with the exceptions pertaining to consent withdrawal and filing of complaint, can be requested by e-mail: info@crosig.hr or by regular mail sent to the address: CROATIA INSURANCE COMPANY Plc., Vatroslava Jagića 33, 10000 Zagreb. In the event of any uncertainties, we may request additional information to verify your identity, which is how we protect your rights and privacy. Where your demands are clearly unfounded or excessive, especially as a result of their frequent recurrence, we may charge an administrative fee or refuse to do as requested.

Provision of the personal data listed above, except the data provided based on your consent, is a prerequisite for achieving a specific purpose, specifically the conclusion and/or performance of a contract. Consequently, you have the right to refuse the provision of such data, but in that case, CROATIA INSURANCE COMPANY Plc. will not be able to conclude a contract with you or it will not be able to fulfil its obligations arising from such contracts.

9. Supervisory body

The supervisory body responsible for supervising insurance companies is HANFA.

10. Governing law

Unless otherwise agreed, governing law for the insurance contract is the law of the Republic of Croatia.

In the event of a court dispute, the competent court will be the court of subject-matter jurisdiction in Zagreb, unless the parties agree otherwise at conclusion of insurance contract.

In insurance contracts that include an international element, which are governed by Regulation (EC) No. 593/2008 of the European Parliament and of the Council, the parties have the right to choose one of the following laws as the governing law:

- Where insurance is for buildings or buildings and their content, provided that the content is covered by the same insurance policy, the law of the Member State where the property is situated;
- Where a travel insurance contract is concluded for a period of 4 months or less and where insurance is for any type of risk connected to travel or vacation, the law of the Member State in which the Policyholder has concluded an insurance contract;
- The law of the Member State which imposed the obligation to take out insurance;
- The law of the Member State in which a motor vehicle/aircraft/boat or yacht is registered;

- Where the insurance contract covers risks limited to events occurring in one Member State other than the Member State where the risk is situated, the law of that Member State;
- Where the Policyholder/Insured pursues a commercial or industrial activity or a liberal profession and the insurance contract covers two or more risks which relate to those activities and are situated in different Member States, the law of any of the Member States concerned or the law of the Member State of habitual residence of the Policyholder,
- The law of the Member State of registered domicile or habitual residence of the Policyholder;
- Where the Policyholder is a legal person, the law of the Member State in which the Policyholder to which the contract refers is established.

The Insurer shall propose that the governing law of choice be the law of the Republic of Croatia for an insurance contract where the parties have the right to choose.

Applicable as of 1 July 2020.