

Notification to the Policyholder/Insured before distance contract conclusion

The purpose of this Notification is to provide information that the Policyholder/Insured requires for easier understanding of the insurance contract prior to conclusion of the insurance contract. The Notification and other precontractual documents shall be delivered in paper form, except where the Policyholder/Insured has opted for delivery via e-mail or a different durable medium other than paper (e.g. text message) or has agreed to delivery via the Insurer's website. Selection of the delivery method is made prior to conclusion of the insurance contract. Contractual and other documents and notices shall be delivered using the selected delivery method, except where the law and/or insurance terms and conditions stipulate a different delivery method. If the Policyholder/Insured wishes to change the delivery method, he is obligated to notify the Insurer of the desired change. With the consent of the Policyholder/Insured in the capacity of consumer, all communication shall be in Croatian. CROATIA osiguranje d.d. (hereinafter: Insurer), as the insurance company, shall notify the Policyholder/Insured of the following information and data prior to conclusion of the insurance contract:

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

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 080051022. 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. When insurance distribution this notification document applies to is carried out directly by an employee of the Insurer, that is a non-advised sale and for the performed insurance distribution the agent is entitled to proceeds (salary) payment under the employment contract.

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 provided by means of distance non-paper method of communication on a durable medium or through the website. 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. Unless it has been agreed otherwise for a specific type of insurance, a five-year insurance contract can not be subject to an early termination. If an insurance contract has been concluded for a period longer than five years, on the expiry of the five-year contract period any of the contracting

parties can send the other party a written statement of contract termination with a notice period of six months. If the parties have entered into an indefinite duration insurance contract, each of the parties has the right to terminate the contract on premium due date by sending a written notice of termination to the other contracting party not later than three months before the premium due date.

Notwithstanding the above, an insurance contract may be terminated prior to the expiry of the period for which it was concluded in case of loss or destruction of the subject matter insured; in case of personal insurance, it can be subject to early termination in case of death of the insured or loss of compulsory health insurance. Contracts for property and personal insurance may be terminated in case of non-payment of the insurance premium, where it has been found that the Policyholder failed to disclose information essential for risk assessment or in the case of unintentional provision of inaccurate or incomplete application essential for the Insurer's risk assessment.

Consumers entering into the insurance contract have 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. The time period of fourteen (14) days may commence:

- from the contract inception date, provided that the policyholder received pre-contract information and applicable terms and conditions prior to the insurance contract execution;
- from the pre-contract information and applicable terms and conditions received date, provided that the policyholder received pre-contract information and applicable terms and conditions after the insurance contract execution;

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 main office address: Vatroslava Jagića 33, Zagreb, or email: info@crosig.hr, 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 provided by means of distance non-paper method of communication on a durable medium or through the website.

Unless otherwise agreed 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 for unilateral contract termination, i.e., prior to expiry of the 14 (fourteen) day 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 provided by means of distance communication on a durable non-paper medium or through the website.

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 provided by means of distance communication on a durable non-paper medium or through the website. Premium payment may be contracted in instalments or as a lump sum. Premium is payable online by card payment or through a payment slip.

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: pritzube@crosig.hr; at the website: www.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. Supervisory body

The supervisory body responsible for supervising insurance companies is HANFA, Franje Račkoga 6, 10000 Zagreb.

9. 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 01 January 2023.

PROTECTION OF YOUR PERSONAL DATA

The principles and standards of personal data protection described in this document pertain to the products and services of CROATIA osiguranje d.d. and LAQO brands.

We, CROATIA osiguranje d.d., Vatroslava Jagića 33, Zagreb, are the controller in the process of personal data processing. This means that we protect your personal data and your privacy. We collect and process data lawfully and transparently, solely for the purposes for the achievement of which such data is necessary. We always make sure that the data is secure, accurate, complete and up-to-date.

01. WE PROCESS DATA FOR SEVERAL REASONS

1.1. Why do we process your personal data?

Performing certain activities at the Policyholder's request prior to contract conclusion.

Only based on your data is it possible for us to perform risk assessment, define the terms and conditions of insurance and the insurance premium, and prepare an informative calculation or insurance proposal.

Exercising of your rights and ours, and the performance of your contractual obligations and ours.

In order to be able to fulfil those obligations and exercise those rights, we require your data for:

- Performing administration of the insurance contract and processing of insurance documents
- Loan granting and loan receivables collection based on life insurance policies
- Collection of insurance premium receivables and other receivables
- Bookkeeping of collected premiums and losses
- Performing of activities connected with accounting and financial reporting, activities connected with underwriting and reinsurance and coinsurance activities
- Processing and settling insurance claims and
- Answering to your questions, complaints, objections and other requests for the exercising of your rights.

In the event that you decide to register and take part in our loyalty programs, we have to process your data so that you could participate in those programs. We do this in accordance with the general terms and conditions of the program.

We also process your data if you have submitted the request for:

- Conclusion of contract via our web shop
- Registration and log-in at the customer portal on our website
- Registration and log-in in the Moja Croatia and LAQO mobile apps

When you accept the general terms and conditions for use of the portal or apps, you become a party to the contractual relationship.

Compliance with Croatian and EU regulations

In accordance with legal regulations, we are obligated to take certain actions, such as evaluation of your requirements and demands prior to conclusion of an insurance contract, obligation of compensating for a loss under liability insurance contracts and performing due diligence in the context of prevention of money laundering and terrorist financing.

Also, according to FATCA and CRS regulations, we have to exchange personal data with institutions that provide for financial security. We may collect and process your data also as a result of obligations arising under other regulations and international arrangements, when these affect contract performance. In short, depending on the purpose of data processing, there are Croatian and EU regulations that we have to observe.

Performing certain activities necessary to provide credit intermediation services.

Fulfilling our legitimate interests or interests of third parties.

This means that we may process your data for the purpose of:

- Prevention and detection of insurance fraud as well as fraud or embezzlement in general
- Video surveillance of business facilities and visitor identification for the purpose of protecting persons and property
- Recording telephone conversations for the purpose of collecting information required for responding to queries, selling our products and contracting services, protecting persons and property and educating our staff
- Managing our clients' portfolio with certain financial institutions and leasing companies
- Making, exercising and defending against legal claims in court, administrative or out-of-court proceedings
- Notifications about debts and overpaid amounts, forced collection of premium and other debts, and handling of administrative and court procedures
- Activation of the service of electronic business communication (sending business-related documents by e-mail)
- Conducting internal analyses and business reporting based on individual purposes of the processing

- Contacting the visitors of our website in order to help them with their remote purchase transaction
- Delivering information about important facts pertaining to insurance contracts or in order to provide customer support
- Conducting direct marketing and research analysis for the requirements of being able to:
 - Notify you, as the Policyholder, based on a prepared profile, of: 1) the fact that your insurance contract is about to expire, and 2) being able to offer you some new products
 - Contact you, as the Policyholder, for the purposes of conducting customer satisfaction and opinion surveys
 - Contact you, as the Policyholder, in connection with the loyalty program
 - Conduct surveys that serve as bases for profiling policyholders for the requirements of direct marketing, improving marketing communication or personalizing customer support
 - Contact former policyholders and other individuals and offer new products to them
 - Offer you, as a loyalty program user, relevant products and services within the framework of a particular loyalty program.

In order to be able to contact you, we require your address, phone number and e-mail address. Every message we send offers the possibility of unsubscribing from the mailing list. If

you unsubscribe, you will no longer receive marketing-related information via the electronic communication channel you have unsubscribed from (SMS, message service or e-mail)

You may object at any time to personal data processing for the purpose of direct marketing or market research. This may be done via our customer support services or customer portals Moja Croatia and LAQO.

It is important that you are aware that we register your complaints separately for CROATIA osiguranje brand and the LAQO brand.

Data processing based on your consent.

In certain cases we may request your consent for the processing of your personal data. In such cases, we will inform you of the purposes for which we intend to process your data based on your consent.

When processing is based on consent, you have the right to withdraw your consent at any time. This shall not affect the lawfulness of processing performed based on such consent prior to its withdrawal. Regardless of whether you have given us your consent for a certain purpose, the rights and obligations applying both to you and to us under the insurance contract remain unaffected.

Your withdrawal or refusal to give consent for certain data processing will in no case have a negative impact on your consumer rights or the level and quality of services provided by us to you.

02. TYPES OF DATA WE PROCESS

Depending on the purpose and legal basis, we process different personal data:

- **Basic personal data:** name and surname, PIN, insured's ID number, temporary/permanent residence address, contact details, date of birth, sex, citizenship
- **Information about the subject of insurance:** identification numbers, designation of characteristics, description, specification, location and other indirect information about the subject of insurance (depending on its type), information about health, information about social status and life-style, information about profession and income, information about planned trips, information about family, about earnings, loans and bank cards, information about property owned and any relevant photographs. We process this information for the requirements of risk assessment, defining the terms and conditions of insurance and defining the insurance premium, drafting proposals and monitoring the insurance product.
- **Information about the loss event or the claim (depending on the type of insurance):** copies of identification and other documents, information about the subject of insurance, information about the circumstances surrounding the occurrence of the insured event, information about participants in the loss event, health-related information connected with the loss event.
- **Copies of identification documents and other documents issued by competent state authorities**
- **Information required for administration of the insurance contract, pay-out and collection of payment, and loan granting**
- **Information necessary for insurance fraud prevention**
- **Special categories of personal data.** We process health-related data because they are necessary for risk assessment and because they affect contract conclusion, but also because they are necessary for performance of the obligations arising from that contract and for the exercise of rights upon occurrence of an insured event. We also process information about membership in unions, when that information is required for concluding and performing contracts.
- **Financial and similar information:** we process them for making pay-outs, collecting insurance premium, recourse payments and other receivables
- **Information required for the purpose of performing activities in accordance with the insurer's legal obligations, which include:** prevention of money laundering, customer due diligence, accounting, bookkeeping and tax obligations.
- **Information connected with customer segmentation and profiling and information obtained by research**
- **Information connected with forced collection, enforcement, administrative and court procedures and conclusion of settlements**
- **Information connected with your complaints, queries, objections and requests for customer support, audio files from customer support services and insurance sales**

department, information for the control of access to our facilities and for implementation of video surveillance

- Information connected with implementation of our loyalty programs, prize winning games and contests
- Information connected with the provision of digital services and use of customer portal and mobile apps
- Information connected with sponsorship, donations and informing the public about our products
- Information connected with implementation of direct marketing customized for your profile

- **Data collected while you browse our website:** on our website we use cookies with different functions. You can learn more about that in our Cookie Policy, which is available on our website.

We need certain types of data to be able to conclude a contract with you and perform it and to be able to fulfil our legal obligations. In the event that you fail to provide that data to us, we will not be able to conclude a contract with you and provide the required service.

03. WE COLLECT, USE AND SAFEGUARD DATA IN COMPLIANCE WITH EUROPEAN STANDARDS

We may collect your data directly (in a situation where we request data from you) or indirectly (when data are received from third parties).

3.1. From which sources do we collect data?

We do not always get the data we process directly from you. This is what we call indirect data collection.

In this case, depending on the purpose of data processing, we may also obtain data from: policyholders (e.g., when the policyholder is not also the insured), insureds, insurance beneficiaries, injured parties (persons that suffered the loss) and other participants in the loss event, parties responsible for the loss, household members within the Spektar loyalty program, other insurance companies, various associations, competent institutions, from publicly available sources, claim adjusters and other business partners.

3.2. Who has access to your 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.

That will only be done when it is 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 our legal obligations, or where there is legitimate interest or consent given by you. It may also be done in cases where:

- You have given explicit written consent to communication of certain confidential data for a specific purpose or to a specific party
- Data are 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
- Data are required by another reinsurance or insurance company for the purpose of reinsurance or insurance
- Data are required by a court or a notary public and the presentation of such data has been requested in writing
- Data are required in situations defined in the Anti-Money Laundering and Counter-Terrorism Financing Act, the Compulsory Traffic Insurance Act, the Insurance Act and other applicable legislation under which we are obligated to process data
- Data are required by a CROATIA osiguranje group member company
- Data are required by health institutions and pharmacies

- Data are required by a roadside assistance company (if such services have been contracted)
- Data are required by mail delivery companies, e.g., Hrvatska pošta, Lider Express
- Data are required by financial institutions, leasing companies and card payment companies for the purpose of collecting payment for our services
- Data are required by the Croatian Insurance Bureau and other insurance companies
- Data are required by lawyers, experts, external appraisers, insurer's physicians
- Data are required by other business partners and auditing companies.

By entering a household within the Spektar loyalty program, all members of the same household have access to the personal data (name, surname, address, insurance type) of the members in the same household.

We sometimes also use the services of our partners - data processors, who process your personal data on our behalf and solely upon our instructions, in order to provide to us the services of IT support, preparing and printing documents, insurance distribution, implementing marketing activities and similar services.

In three specific cases, we also act as joint controllers. This means that we make joint decisions with other companies about the processing of your data, in cases where:

- Upon conclusion of coinsurance contract with other insurance companies we have a contract in place pertaining to the underwriting of the customers' risks
- We have an insurance distribution contract concluded with certain banks and our products are part of the bank's products or in cases where we manage the portfolio of our mutual clients together with the bank and assess the likelihood of their contracting certain financial services.
- We provide the services of roadside assistance and emergency interventions, in which context our partners help us with claim notification and adjustment.

3.3. How long do we retain your data?

Data retention period depends on the purpose for which the data have been collected, the legal basis, type and term of insurance contract, the processing of claims, the periods of

limitation for receivables, legal obligation of data retention and business interests.

3.4 In which countries can your data be processed?

Your personal data is generally processed within the European Union and the European Economic Area (EU/EEA).

In certain situations we may send them outside the territory of EU/EEA, for example for the purpose of reinsurance or in the event of processing a claim pertaining to a loss which occurred in the territory of a third country. This will only be done if the European Commission has decided that it is a country that provides an adequate level of personal data

protection or if appropriate safeguards have been implemented (e.g., standard data protection clauses).

In special situations, it is allowed for one of these two requirements not to be met. This can happen in the event that data transfer is necessary for the performance of a contract between you (data subject) and us (controller), for implementation of precontractual measures at your (as the data subject's) request, or for conclusion or performance of a contract concluded between us as the controller and another natural or legal person (in your interest as the data subject).

04. YOU MAY EXERCISE YOUR RIGHTS AT ANY TIME

4.1. What are your rights in data processing?

- **Right of access:** you have the right to contact us at any time to find out whether your personal data is being processed. Where that is the case, you may request access to that data. At your request, we will send you a copy of personal data being processed. Should you request additional copies, you may be charged an administrative fee.
- **Right to rectification:** If some of your personal data being processed are inaccurate, you may request that we rectify them at any time. Likewise, if data are incomplete, you have the right to supplement them.
- **Right to erasure:** you are entitled to request that we erase personal data pertaining to you if the legal basis for further processing and storage no longer exists.
- **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 your 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 the establishment, exercise or defence of legal claims;
 - You have objected to the processing and it is to be restricted until the objection is resolved.
- **Right to data portability:** you may request your personal data which you have provided to us, in a structured, commonly used and machine-readable format. This applies only if data processing is based on consent or contract and if it is fully automated.

- **Right to object:** you have the right to object at any time to the processing of your personal data and the preparing of your profile if we process them based on our legitimate interests. Once you object, we will no longer process your personal data, unless there are compelling legitimate grounds for the processing which override your interests, rights and freedoms, or where this is done due to the establishment, exercise or defence of legal claims. If you have objected to the processing for the purposes of direct marketing, we will no longer process your personal data for that purpose.
- **Right to a complaint:** if you believe that our processing of your personal data is in violation of the General Data Protection Regulation or other legislation pertaining to personal data protection, please contact our Data Protection Officer, whose contact details are provided below. In any case, you 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.

You may request the exercise of your rights:

- by e-mail at zastitapodataka@crosig.hr
- by telephone at 072 00 1884 — from 8:00 to 20:00 h on workdays and from 8:00 to 15:00 h on Saturdays
- at the address CROATIA osiguranje d.d., Vatroslava Jagića 33, 10 000 Zagreb.

In order to additionally protect you, once we receive your request, we may ask additional information from you to verify that it was really you who has made the request.