



# NOMINATION OF BENEFICIARIES IN THE EVENT OF DEATH OF THE INSURED

## THE INSURED

MRS / MR

FIRST NAME, FAMILY NAME

ADDRESS

COUNTRY OF BIRTH

DATE OF BIRTH (DD/MM/YYYY)

EMAIL

MOBILE

**The Beneficiaries designated according to the formula set out in the General Terms and Conditions of Insurance (unless I opt for the other formula provided below).**

The covered amounts in the case of the Insured's death are attributed in the order as follows:

1. To the Spouse, not legally separated of the married Insured, or else, to the civil union partner of the Insured;
2. Otherwise, to the children of the Insured born or unborn, equally between them, the share of the pre-deceased reverting to his own children or to his siblings if he has no children;
3. Otherwise, to the father and mother equally between them, the share of the pre-deceased reverting to the survivor;
4. Otherwise, to the heirs.

**I do not opt for the formula above and I designate as Beneficiary:**

FAMILY NAME	FIRST NAME(S)	DATE AND COUNTRY OF BIRTH	CITY AND COUNTRY OF BIRTH	ADDRESS, PHONE, EMAIL	SHARE (%)
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By opting for the 2nd formula, the Insured shall designate several successive Beneficiaries; and if the Insured wants to allocate a specific share to each Beneficiary, the Insured should indicate the share accruing to each and terminate the nomination of Beneficiaries by adding: "otherwise, to my heirs".

If neither formula is chosen, the 1st formula will be applicable. At any time, the Person Insured may revise the above nomination and assign the covered amounts to one or more individuals or entities on a post-issue basis (by completing this form).

The above repeals and replaces any previous arrangements for Beneficiary designation .

PLACE AND DATE

SIGNATURE OF THE PERSON APPLYING FOR INSURANCE COVERAGE, PRECEDED BY THE HANDWRITTEN WORDS: "ACKNOWLEDGED AND APPROVED".

## GUIDANCE FOR THE NOMINATION OF BENEFICIARIES IN THE EVENT OF DEATH OF THE INSURED

### **Please make sure to read the guidance below.**

When more than one Beneficiary is designated, the Beneficiaries should be listed in the order of priority.

1. If the covered amount in its entirety should be paid to the first designated person, who is pre-deceased, it should be indicated: "Mr X, otherwise, Mrs Y, etc.", etc.
2. If the covered amount should be divided equally between the different Beneficiaries, it should be indicated: "Mr X, Mrs Y, in equal shares"; the share of the pre-deceased reverting to the survivor.
3. If the covered amount should be divided unequally between the different Beneficiaries, up to 100% of the covered amount, it should be indicated: "30% for Mr X, 50% for Mrs Y, and 20% for Mr Z".

Also, it is recommended to specify to whom the shares of the pre-deceased should be reverted.

### Change of Beneficiary

The Insured may, at any time, modify the standard designation (acc. to the 1st formula) and name as Beneficiary any natural or legal person of their choice. The Insured should notify us about the change of Beneficiary in writing by registered letter with acknowledgement of receipt. We should be notified in the above-said manner about the change of Beneficiary, while the Insured has the right to change the Beneficiary at any time.

If the Beneficiaries are designated by name, you must give their full contact details (family name, maiden name, date and place of birth, address, etc.). This information will be used by the Insurer in the event of death of the Insured.

## THE GDPR – PERSONAL DATA PROCESSING INFORMATION

It is our priority to comply with personal data processing regulations. In this document, please find detailed information on the purpose and scope of your personal data processing, your rights associated with personal data processing, and other relevant information.

### 1. PERSONAL DATA CONTROLLER

The Controller of your personal data is Inter Partner Assistance S.A. with registered office in Brussels, operating in Poland through Inter Partner Assistance S.A. Oddział w Polsce, with registered office in Warsaw, ul. Prosta 68; 00 – 838 Warszawa (hereinafter referred to as: "Insurer" or "AXA"). The Insurer is a part of the international AXA Group. Website address: [www.axaassistance.pl](http://www.axaassistance.pl). In the regular course of business as an insurance company, the Insurer acts as data controller, i.e. it determines how and for what purpose your data is used.

### 2. DATA PROTECTION OFFICER

The Insurer relies on the service of Data Protection Officer, who supervises compliance with personal data processing regulations. Relevant templates and forms for data protection requests and queries are available from the website: [www.axa-assistance.pl/iodo/](http://www.axa-assistance.pl/iodo/).

You may contact the Data Protection Officer at your convenience, by any of the following:

- Email to: [iodo@axa-assistance.pl](mailto:iodo@axa-assistance.pl),
- Contact form at [www.axa-assistance.pl](http://www.axa-assistance.pl),
- In writing to the following address: ul. Prosta 68, 00-838 Warszawa.

You may contact the Data Protection Officer in all matters related to personal data processing, in particular, your rights associated with personal data processing, listed below.

### 3. PERSONAL DATA PROCESSING PURPOSE AND GROUNDS

Your personal data may be processed in connection with:

- Life insurance contract conclusion and performance and the underwriting procedure – the data, including health-related data, is processed on the grounds of compliance with legal obligations and the purpose of contract conclusion and performance;
- Automated underwriting as part of profiling before entering into the insurance contract – the data is processed on the grounds of compliance with legal obligations;
- Direct marketing of controller's products and services, including data processing for analytical purposes and for profiling purposes before entering into the insurance contract – the data is processed on the grounds of the legitimate interest of the controller, the legitimate interest is defined as direct marketing of controller's services;
- Direct marketing of controller's products and services, including data processing for analytical purposes and for profiling purposes, after insurance contract expiry – the data is processed on the grounds of the consent you may provide;
- Controller's compliance with the reporting requirements – the data is processed on the grounds of compliance with legal obligations as per applicable provisions;
- Accounting, fiscal and fee calculation purposes – the data is processed on the grounds of compliance with legal obligations as per applicable provisions;
- Exercise, processing or defence of claims under the insurance contract – the data is processed on the basis of protection of the legitimate interest of the controller;
- As a measure of insurance fraud prevention – the data is processed on the grounds of compliance with legal obligations as per applicable provisions;
- Risk reinsurance – the data is processed on the basis of protection of the legitimate interest of the controller; the legitimate interest of the controller is related to reinsurance as a measure to mitigate the risk resulting from the insurance contract concluded.

### 4. RECIPIENTS OR CATEGORIES OF RECIPIENTS OF PERSONAL DATA

Your personal data may be shared with the following recipient categories:

- the entities authorized to receive personal data under the Act of 11 September 2015 on Insurance and Re-insurance Activity and other legal provisions, including other insurers in connection with recourse claims as well as reinsurers,
- The entities that process personal data on behalf of AXA, among other things, the entities that deliver the benefits under insurance contract, IT service providers, the entities that process data for debt collection purposes, marketing agencies or insurance agents – where the data is processed by those entities on the basis of an agreement with the controller and strictly in line with AXA instruction.

Within the international AXA Group, we may share your personal data with other entities which cooperate with us in providing specific services such as: claim adjustment, call recording, verification of the business license in connection with an activity pursued by an entity. The aforementioned entities

act on our behalf, and we are liable for how they use your personal data for the aforementioned purposes.

Moreover, we may share your personal data with other entities that belong to/make part of the international AXA Group in connection with claim cost management, product improvement, offer customization and insurance fraud prevention and detection.

### 5. TRANSFER OF PERSONAL DATA TO A THIRD COUNTRY

Your data may be transferred to a third country when necessary in order to deliver a benefit under the insurance contract and protect your material interest or the material interest of the Insured, especially in case of an insurance contract with health or life coverage. The AXA Group conducts its business globally and uses the services of international entities. When transferring the data outside the European Economic Area and Switzerland, we guarantee such level of protection which best fulfils the personal data protection requirements applicable in Poland.

### 6. PERSONAL DATA STORAGE PERIOD

Your personal data will be stored, respectively:

- For the duration of the contract and, subsequently, until the expiry of insurance contract claims, or
- Until AXA legitimate interest has been satisfied, or
- Until the data storage requirement provided for in the law has expired, in particular, as regards the requirement to store insurance contract accounting evidence, or
- For 12 years directly following insurance contract termination, for statistical purposes, including with the purpose to determine, on the basis of personal data, the value of insurance premiums, re-insurance premiums, and technical reserves for solvency purposes and for the Insurer's accounting purposes.

The controller will cease to process the data for direct marketing purposes, including the profiling and the analytical purposes, if you object to the processing of your data for those purposes. If you have given your consent for the personal data to be processed for marketing purposes, the data will be stored until you have withdrawn your personal data processing consent.

### 7. RIGHTS OF THE DATA SUBJECT

You have the right to:

- Access your data;
- Rectify/correct your data;
- Delete the personal data;
- Restrict the processing of your personal data;
- Transfer the data;
- Lodge an objection to the processing of your data.

You may exercise those rights in the circumstances and within the scope stipulated in the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC. (Regulation). The Regulation came into effect on 25 May 2018. As regards your personal data processing that is carried out on the grounds of your consent, you have the right to withdraw the consent at any time. Consent withdrawal has no effect for the legality of personal data processing performed on the basis of the consent prior to its withdrawal or with a different purpose and grounds (legal obligations, controller's legitimate interest).

You have the right to lodge a complaint to the supervisory body – the President of the Personal Data Protection Office.

### 8. INFORMATION ON THE STATUTORY OR CONTRACTUAL CHARACTER OF PERSONAL DATA PROVISION

Contract conclusion in itself does not mean that you are required to provide your personal data, but this data is necessary to underwrite, conclude and perform the insurance contract; thus, without the personal data the contract cannot be concluded.

### 9. AUTOMATED DECISION MAKING

The information provided in the insurance or enrolment application will be automatically processed in AXA Group systems for underwriting purposes. Based on the underwriting procedure, you will receive a positive decision with a proposal to conclude the insurance contract, a negative decision, or a proposal to conclude the insurance contract on amended terms and conditions. In connection with automated decision making, you have the right to receive appropriate explanations as to the basis of the decision, to challenge the decision, to express your own opinion or to obtain human intervention (i.e. to have the data analysed and the decision taken by a human).