

INSURANCE TERMS AND CONDITIONS OF THE COLLECTIVE INSURANCE FOR CREDIT CARDS 'A KARTA' AND 'LADY KARTA'
as of 1 April 2011**Article 1 – Basic provisions**

1.1.

This private insurance of persons provided by Komerční pojišťovna, a. s., company registration number (IČ) 63998017, company address: Karolinská 1/650, 186 00 Prague 8 (hereinafter referred to as "the Insurer"), is especially regulated by Act 37/2004 Coll., the Insurance Contract Act (hereinafter referred to as "the Insurance Contract Act"), these insurance conditions and the Collective Insurance Contract no. 3230000000 as of 1 April 2011 (hereinafter referred to as "the Contract") entered into by and between the insurer and Komerční banka, a. s., company registration number (IČ) 45317054, company address: Na Příkopě 33/969, 114 07 Prague 1 (hereinafter referred to as "the Policy Holder").

1.2.

This insurance, as well as the rights and duties arising from it, follow the legislation of the Czech Republic. Should there be any legal disputes, the courts of the Czech Republic are the relevant courts of law.

1.3.

The Czech language is the language of communication.

1.4.

All amounts and payments related to the insurance are written and paid in the currency valid in the territory of the Czech Republic (except for the Cash Emergency Insurance).

Article 2 – Definitions

The following terms are defined for these insurance conditions:

- a) **assisted household** – is a housing unit used by the insured at the address given as the correspondence address for communication with the insurer. The common premises in houses with more than one housing unit shall not be considered an assisted household (e.g. common corridors, garages, cellars, terraces, etc.);
- b) **close person** – spouse, registered partner, parents, children (including any children adopted, entrusted into guardianship or foster care), siblings, grandparents, grandchildren;
- c) **regular premium** – the premium for an insurance term paid by the policy holder in regular instalments of the amount stipulated in the Contract;
- d) **foreign currency** – the valid currency other than CZK in which the account is managed;
- e) **time value** – the price of the purchased goods at the moment of the purchase after a deduction corresponding with the wear according to the age of the product,
 - from the 1st up to the 12th month of the purchase of the goods: 100 % of the purchase price,
 - from the 13th up to the 24th month of the purchase of the goods: 80 % of the purchase price,
 - from the 25th up to the 36th month of the purchase of the goods: 70 % of the purchase price,
 - from the 37th up to the 48th month of the purchase of the goods: 60 % of the purchase price;
- f) **member of the assisted household** – the person who has been living in a common household with the insured for at least one year as at the day of the insured event's occurrence. The person who lives with the insured with one household and pays for that shall not be considered a member of the insured household (a flat-/housemate or the insured's tenant/subtenant in particular);
- g) **small expendable supplies** – any small expendable supplies necessary for a repair, such as gaskets, screws, putty, wire, etc. Complete spare parts, such as a new mixer tap or sink trap, a new cylinder lock, glass panels, etc., shall not be considered small material;
- h) **physical violence** – a violent action of a third person towards the insured causing harm to the insured's health, or an actual threat to use violence in order to affect the insured's volitional conduct;
- i) **card** – a credit card (of the VISA or MasterCard association) issued by KB in the territory of the Czech Republic and in the name of the insured for a particular account;
- j) **theft** – an act of larceny when the offender overcomes, in a provably forcible way, the obstacles or arrangements protecting the subject of the insurance (see Art. 6) against asportation, unless the text provides further otherwise;
- k) **robbery** – use of violence or threat against the insured in order to obtain the object of the insurance, unless the text provides further otherwise;

- l) **mobile phone** – the portable telephone device for communication via mobile operators;
- m) **insurance of the agreed sum** – insurance in which the insurer is obliged to provide a lump-sum or repeated indemnity payment to the extent stipulated in the Contract;
- n) **beneficiary** – the person who, due to the insured event, has the right to insurance indemnity; the beneficiary in this insurance is always the insured person;
- o) **arrangement of services** – a form of insurance indemnity when the insurer arranges that a service provider will provide a service to the insured to the extent stipulated in the insurance contract, insurance conditions or contractual provisions; the costs of these services are always covered by the insured;
- p) **insurance period** – the period for which the private insurance of individual insured person is entered into; it corresponds with the card's validity period in this insurance;
- q) **insurance contract** – the contract for financial services in which the insurer undertakes to provide indemnity in the stipulated scope if an unexpected event occurs and the policy holder undertakes to pay premiums to the insurer;
- r) **insured event** – an unexpected event defined in the Contract, constituting the insurer's obligation to pay out insurance indemnity and occurring during the life of the insurance policy;
- s) **premium** – payment for the private insurance;
- t) **insurance term** – the period of time stipulated in the Contract for which the regular premium is paid; the insurance term is always one calendar month in this insurance;
- u) **insurance indemnity** – the amount that is paid out to the beneficiary, according to the Contract, if an insured event happens;
- v) **policy holder** – the person who has entered into the insurance contract with the insurer and is obliged to pay premiums; in this insurance, the policy holder is always Komerční banka, a. s. (hereinafter referred to as "KB") as the legal person providing the loan;
- w) **insured person** – the natural person included by the policy holder in the insurance;
- x) **extended warranty** – a period of 12 months immediately following the warranty period of the purchased goods;
- y) **consumable parts** – replaceable parts of the device under the warranty which are necessary for its proper functioning and wear by the use of the device, or such parts which cannot be further used in the state reached after they had been used and the correct functioning of which requires a regular replacement;
- z) **technical breakdown** – an unexpected and unforeseeable breakdown of the technical device for the intake, accumulation or output of energy and media necessary for the habitual use of the insured premises which resulted in the interruption of the supply to the extent obstructing the habitual use of the insured premises or in leakage of liquids or gases causing damage to the insured premises or their construction parts to the extent that prevents the habitual use or could cause damage to health or greater damage to the equipment of the premises insured; however, it is not a breakdown caused by intervention of the insured or a third person nor a breakdown of mobile technical devices that are part of the equipment of the premises insured or are placed in them (such as: breakdown of a washing machine, dishwasher or mobile heating unit, etc.);
- aa) **third party** – a person other than the policy holder, insurance company or the insured person;
- bb) **injury** – unexpected and sudden effect of external/own force not dependent on the will of the insured, or unexpected and continuous and not dependent on the insured's will effect of high or low external temperatures, gases, vapours, radiation (except for nuclear radiation), electricity and poisons (except for microbial and immunotoxic substances) that harmed the insured's health or caused his/her death within the course of the insurance; in this insurance, damage to health means bodily damage; the following events independent of the insured's will are also considered to be accidents – death by drowning or strike of lightning;
- cc) **ticket** – a ticket purchased using the card and to be used for a cultural or sports event, a musical or theatre performance having the minimum value of CZK 200 per person. The ticket shall indicate the date of the event and its price;
- dd) **card statement** – a bank account statement indicating the date of transaction, amounts and information that the transaction was performed by the card;

- ee) **blockage of door** – a situation when the closed main entrance door of the assisted household apartment cannot be opened by the designated key or as a result of loss of the designated key, its damage or breakage;
- ff) **abroad** – the territory of a state other than the Czech Republic;
- gg) **purchased goods** – the new goods purchased using the card issued by KB and having the value of CZK 1300 (taxes incl.) at least;
- hh) **intentional immaterial damage** – computer infection (Trojan horses, logic bombs, worms, viruses) and damage to programmes' data or malicious modification thereof;
- ii) **serious illness** – a sudden and unforeseeable deterioration of the health condition or an injury confirmed by the attending physician resulting in sick leave or hospitalisation of the insured.

Article 3 – Insured risks and options

This insurance against loss and damage, which is arranged for a card, shall always include:

- Purchase protection insurance (Article 6);
- Extended warranty insurance (Article 7);
- Internet delivery insurance (Article 8);
- Best price insurance (Article 9);
- Ticket cancellation insurance (Article 10);
- Home assistance insurance (Article 12);
- Risk life insurance (Life style (Article 13.));

And for the Lady credit card the following as well:

- Bag insurance (Article 11).

Article 4 – Ascertainment of the state of health

4.1.

In the case of the ticket cancellation insurance, the insurer is authorised to ascertain and examine the state of health of the insured. By the insured accepting the personal credit card and being included into the insurance, the right to require medical reports from the health-care facilities, in which the insured is or was treated, arises to the insurer. The insurer may ask the insured to undergo a medical examination, i.e. a check-up by a physician appointed by the insurer. The facts that the insurer discovers when ascertaining the state of health may be used for its own needs only, otherwise solely with the consent of the insured.

Article 5 – Inception and termination of insurance

5.1.

The policy holder includes the insured into the collective insurance of credit cards, according to the Contract, at the moment when the holder accepts the card. The insurer shall be able to provide the insurance company with a written or any other plausible proof of the holder having been included into the insurance, if the insurance company so requests.

5.2.

In accordance with the Contract, all insurance policies of the individual insured are terminated:

- by expiry of the credit card's validity;
- by death of the insured;
- by the insurer's refusal to provide insurance indemnity.

Article 6 – Purchase protection insurance

6.1.

The insurance applies to a financial loss incurred in consequence of theft or robbery of the purchased goods or damage thereto caused by:

- fire, explosion, direct strike of lightning or fall of a plane;
- activities relating to a fire extinguishing (including any damage caused by automatic extinguishing systems);
- natural disasters: gale and hailstorm, avalanche, landslide, unless provoked by human activity;
- damage by water: damage of things by water or a heating agent leaking from water piping;
- transport from the place of purchase immediately after the receipt of the goods.

This insurance is effective for 60 days following the day of purchase of the goods.

6.2.

If an insured event occurs, the insured person is obliged to:

- notify the insurance company of the insured event in writing within 30 days following the event's occurrence and to send the documents related to the claim settlement; otherwise the insured's entitlement to indemnity shall expire;

- submit a document identifying the goods, indicating its value and the date of purchase (e.g. invoice or bill); the date of purchase is the date specified on the invoice, bill or a similar proof of payment;
- submit a document proving the method of payment for the goods purchased (e.g. account or card statement);
- submit a police report or any other document proving the occurrence of the loss in the case of theft or robbery;
- submit a budget of the repair costs if they exceed the purchase price of the purchased goods.

6.3

The total indemnity limit for replacement or repair of the purchased goods (within the meaning of Article 6.1.) is CZK 20,000 for events incurred during the entire calendar year.

The limits include taxes.

6.4

If only part of the price for the purchased goods has been paid by the card, then the insurance indemnity shall not exceed the amount paid by the card. The insurance indemnity shall be determined by the proportion of the card payment to the total price of the goods.

6.5.

The insurance indemnity provided for all insured events of the insured person occurring in the course of one calendar year shall not exceed individual limits of insurance indemnity relevant for individual objects of insurance.

6.6.

Exclusions, limitations and refusal to provide indemnity

6.6.1.

The insurance company shall not compensate for losses caused by the insured, or a person close to the insured, intentionally.

6.6.2.

The insurance company shall also not compensate for any damage to the purchased goods arising in consequence of:

- a) standard usage, wear of the material and defect of the purchased goods;
- b) using the purchased goods in contradiction of the manufacturer's or supplier's instructions;
- c) intentional damage to the purchased goods by the insured or his/her close person;
- d) theft of the purchased goods from a motor vehicle;
- e) fraud planned by the insured;
- f) damage to the purchased goods which is subject to the manufacturer's/supplier's warranty;
- g) floods;
- h) aesthetic damage;
- i) damage to or breakage of glass components of the purchased goods.

6.6.3.

Independently on the price, the following items are excluded from the purchase protection insurance:

- a) plants and animals;
- b) food and food products, alcohol and tobacco products;
- c) items made of glass, ceramic and porcelain;
- d) works of art and antiquities;
- e) furs and jewellery, unless stolen using violence against the insured person;
- f) cash, cheques, foreign currency, traveller's cheques, lottery forms and tickets, securities, plane tickets, transport tickets, vouchers;
- g) motor vehicles and their components;
- h) commercial goods – goods purchased in order to be sold;
- i) mobile phones, portable computers, cameras and camrecorders.

Article 7 – Extended warranty insurance

7.1.

The purpose of this insurance is to provide a warranty extended by 12 months to the purchased goods to which the statutory warranty period or the warranty period guaranteed by the manufacturer has been provided in the maximum scope of 36 months. The extended warranty relates to the goods (whiteware, brownware and other ware) purchased by the card.

The extended warranty covers only defects caused by an electric, electronic, electromechanical or mechanical effect rooted in the device itself.

7.2.

The following terms are defined for the purposes of the 'extended warranty insurance':

- **whiteware** – wine fridges, air conditioning, freezers, stoves, ovens, kitchen extractor hoods, washing machines, dishwashers, cooktops, tumble dryers, refrigerators;

- **brownware** - amplifiers, cameras, camrecorders, hi-fi systems, TV sets, video players, video recorders, speaker sets, home cinema systems, monitors, DVD/CD/cassette players, projectors, overhead projectors, GPS navigation;
- **other ware** – home game console, telephones, mobile phones, printers, scanners, MP3 or multimedia portable players, laptops or desktops.

7.3.

If an insured event occurs, the insured person is obliged to:

- notify the insurance company of the insured event in writing within 30 days following the event's occurrence and to send the documents related to the claim settlement; otherwise the insured's entitlement to indemnity shall expire;
- submit a document identifying the goods, indicating its value and the date of purchase (e.g. invoice or bill); the date of purchase is the date specified on the invoice, bill or a similar proof of payment;
- submit a document of warranty provided by the manufacturer or supplier (warranty card);
- submit a detailed invoice for any repairs carried out by a professional repairman that shall specify:
 - name, address and signature of the customer,
 - date of defect,
 - category, production mark and type of the device,
 - reason for the customer's complaint and the defect detected by a technician,
 - type of the work performed,
 - detailed indication of the material used, costs of the work and of transport,
 - name of the technician who did the repair,
- submit a budget of the repair costs if they exceed the purchase price of the purchased goods.

7.4.

The insurance indemnity includes:

- compensation for the repair costs of the purchased goods under the extended warranty provided that the defect is fixable according to Article 7.1.;
- compensation for the price of the purchased goods reduced by the value of wear provided that the purchased goods under the extended warranty is not fixable or if the total repair costs would be equal to or exceed the time value of the goods (according to Article 7.1.).

7.5.

The total indemnity limit for the extended warranty (within the meaning of Article 7.1.) is CZK 20,000 for events incurred during the entire calendar year.

The limits include taxes.

The indemnity limit is also defined by the time value of the purchased goods.

7.6.

If only part of the price for the purchased goods has been paid by the card, then the insurance indemnity shall not exceed the amount paid by the card. The insurance indemnity shall be determined by the proportion of the card payment to the total price of the goods.

7.7.

Exclusions, limitations and refusal to provide indemnity

7.7.1

The insurance company shall also not compensate for any damage to the purchased goods arising in consequence of:

- standard usage, wear of the material and defect of the purchased goods;
- using the purchased goods in contradiction of the manufacturer's or supplier's instructions;
- intentional damage to the purchased goods by the insured or his/her close person;
- fraud planned by the insured;
- defects of components incompatible with the components recommended by the manufacturer;
- damage to software, cost of restoration of the data and information stored in the memory;
- damage caused by corrosion, oxidation, rusting through, getting clogged or gradual deterioration of qualities of the purchased goods;
- immaterial defects (e.g. computer viruses), including the cases of intentional immaterial damage;
- damage caused by the insured's adjustment of the purchased goods;
- damage to the purchased goods which is subject to the manufacturer's/supplier's warranty;
- defects incurred caused by a change in the construction and original qualities of the purchased goods;

- floods;
- aesthetic damage;
- damage to or breakage of glass components.

7.8.

Independently on the price, the following items are excluded from the extended warranty insurance:

- a) motor vehicles and their components;
- b) commercial goods – goods purchased in order to be sold;
- c) components and fittings of ships and air planes;
- d) rubber components (excluding the door sealing which is subject to the warranty);
- e) imitations and false spare parts;
- f) files, programmes and private data included in the purchased goods.

Article 8 – Internet delivery insurance

8.1.

The purpose of this insurance is to compensate for financial costs arising from the shipping of the goods back to the seller provided that it was delivered in contradiction of the conditions given. The goods must be purchased on the internet by the card from a business entity registered in the Commercial Register or the Register of Trades and authorised to carry out business activities in the territory of the Czech Republic.

The delivery is considered to be in contradiction of the conditions in the following cases:

- the goods purchased and delivered do not correspond to the goods actually ordered by the insured and does not have the manufacturer's or distributor's reference number specified in the order;
- the purchased goods are delivered damaged, broken or incomplete.

8.2.

The total indemnity limit is CZK 20,000 for events incurred during the entire calendar year.

8.3.

Exclusions, limitations and refusal to provide indemnity

8.3.1.

Independently on the price, the following items are excluded from the internet delivery insurance:

- a) plants and animals;
- b) perishables;
- c) furs and jewellery;
- d) items made of glass, ceramic and porcelain;
- e) works of art and antiquities;
- f) cheques, traveller's cheques, lottery forms and tickets, securities, plane tickets, transport tickets, vouchers;
- g) motor vehicles and their components;
- h) components and fittings of ships and air planes;
- i) commercial goods – goods purchased in order to be sold;
- j) goods purchased outside the territory of the insured's permanent residence in a country that does not follow the customs regulations of the country of the insured's permanent residence;
- k) goods purchased from a natural person;
- l) goods which are forbidden to be traded,
- m) weapons;
- n) psychotropic and narcotic substances.

8.3.2.

The insurance company shall not compensate for any losses incurred on the purchased goods in consequence of:

- civil wars or international war conflicts or confiscation by authorities;
- intentional fault of the insured;
- strike of service providers or carriers;
- floods;
- bankruptcy, receivership or compulsory winding-up.

8.4.

If an insured event occurs, the insured person is obliged to:

- notify the insurance company of the insured event in writing within 30 days following the event's occurrence and to send the documents related to the claim settlement; otherwise the insured's entitlement to indemnity shall expire;
- submit a document identifying the goods, indicating its value and the date of purchase (e.g. invoice or bill); the date of purchase is the date specified on the invoice, bill or a similar proof of payment;
- delivery note of the carrier;
- receipt proving the costs of sending the goods back to the seller;
- card statement or receipt proving the payment by the card;
- affidavit concerning accurate circumstances of the insured event;
- copy of the confirmation of order or of the email confirming the acceptance of the order by the seller;

- email or another document proving that a complaint about wrongly delivered goods has been made.

8.5.

Territorial validity independently of the website only applies to delivery of the purchased goods within the Czech Republic.

Article 9 – Best price insurance

9.1.

This insurance applies to the ascertainment of a lower price of identical goods compared to the price of the purchased goods. The purchased goods and the identical goods offered at a better price must come from a permanent retail store (not a shop selling goods based on a telephone, postal or internet order) and the difference in prices must be CZK 200 minimum. The date of the insured event's occurrence is the time specified in the confirmation of price of the identical goods issued by the seller and the insured must lodge his/her claim within 5 working days of the day of issuance. The right to insurance indemnity shall expiry if the claim has not been filed within the deadline.

The difference in prices means a difference between the price paid for the purchased goods and the confirmed price of the identical goods.

The insurance does not relate to events when the evidenced identical goods were on special offer and/or offered at a discount price (including bulk discounts) or on sale.

9.2.

For the purposes of this insurance, all items, products and generally all movable property which were purchased in the Czech Republic and before the purchase were not used or modified in any way and which:

- were bought in a retail shop,
- were not purchased for business purposes,
- were purchased using solely a card covered by the best price insurance,

shall be considered as a new product.

9.3.

The best price insurance shall be applied:

- to all insured new products within 30 days following the date of their purchase or the delivery of the insured new product,
- even if the lower purchase price was seen in a store (open to the public) different to the one where the insured new product was purchased.

9.4.

The total insurance indemnity limit is CZK 20,000, including VAT for events incurred during the entire calendar year.

9.5.

The best price insurance applies to all products purchased in the territory of the Czech Republic and offered there for a lower price.

9.6.

If an insured event relating to the purchased goods occurs, the insured person is, within the meaning of the Articles, obliged to:

- a) claim insurance indemnity in writing, or at least over the phone, within 5 working days of the event's occurrence;
- b) notify the insurance company of the insured event in writing within 30 days following the event's occurrence and to send the documents related to the claim settlement;
- c) submit a document identifying the goods, indicating its value and the date of purchase (e.g. invoice or bill); the date of purchase is the date specified on the invoice, bill or a similar proof of payment;
- d) submit a document proving the method of payment for the purchased goods (e.g. account or card statement);
- e) prove the existence of the lower price of the identical goods;
- f) cooperate during the insured event's settlement and to provide the insurance company with all the necessary data and information.

In addition, the insurer reserves the rights to carry out an investigation in order to check the price and to ask the insured for sending any other information and documents.

9.7.

Independently on the price, the following items are excluded from the best price insurance:

- a) plants and animals;
- b) food and food products, alcohol and tobacco products;
- c) fuels;
- d) works of art and antiquities;
- e) cash, cheques, foreign currency, traveller's cheques, lottery forms and tickets, securities, plane tickets, transport tickets, vouchers, coins;
- f) motor vehicles and their components, trailers, caravans and mobile homes;
- g) movable items that become part of immovable property after they have been incorporated into it (e.g. tiles, wallpaper, building material)

and also all items that shall be installed permanently (e.g. fitted kitchen, built-in wardrobes, heating units, blinds) as fixtures to immovable property;

- h) goods ordered individually, hand-made goods or bespoke goods;
- i) optical or medical aids, including glasses (sun or dioptric glasses), contact lenses, dentures;
- j) costs related to the acquisition of the purchased goods (e.g. transport, installation, putting into operation) even if such costs arise from an additional service related to sale of the goods in return for payment;
- k) goods were purchased by employees or owners of the store or business in which the goods was purchased, or in which the lower price was seen, or by a person close to the employee or owner;
- l) goods that were purchased outside the territory of the Czech Republic or in a duty-free zone or was seen there for a better price;
- m) second-hand goods;
- n) goods that were not paid for by one or several card transactions at least.

Article 10 – Ticket cancellation insurance

10.1.

The insurance applies to compensation for the purchase price of unused tickets if one of the following events occurs:

- serious illness of the insured or his/her close person occurring no sooner than 72 hours before the commencement of the event for which the ticket was bought;
- impossibility of the insured to participate in the event due to a natural disaster.

10.2.

The insured event is the non-use of the tickets issued for the event.

10.3.

The insurance indemnity limit is CZK 6,000 per ticket and CZK 12,000 in total for all events incurred during the entire calendar year.

10.4.

The insured is obliged to notify the insurance company of the insured event in writing within 30 days following the event's occurrence and to send the documents related to the claim settlement; otherwise the insured's entitlement to indemnity shall expire.

10.5.

The insured is obliged to submit the following documents:

- confirmation of the inability to work or of hospitalisation due to a serious illness of the insured or his/her close person;
- written declaration of the insured containing description of the fact preventing his/her participation in the event in the case of a natural disaster which objectively prevented the insured from attending the event;
- card statement proving the purchase of the ticket by the card;
- original of the unused ticket.

10.6.

Exclusions, limitations and refusal to provide indemnity

10.6.1.

The following cases are excluded from the ticket cancellation insurance:

- a) cancellation of the performance by the organiser;
- b) season ticket to performances and events.

Article 11 – Bag insurance

11.1.

This insurance applies to compensation for costs sensibly spent on the acquisition of new things that were purchased by the card after the insured's bag or its content has been stolen. For the purposes of this insurance, a bag means a bag or a briefcase intended for everyday use and part of its content comprising everyday personal effects.

11.2.

The insurance indemnity limit is CZK 3,000 per item and the maximum overall limit for a calendar year is CZK 10,000.

11.3.

Exclusions, limitations and refusal to provide indemnity

11.3.1.

The following items, and their content, are excluded from the bag insurance:

- a) cash, cheques, foreign currency, traveller's cheques, lottery forms and tickets, securities, plane tickets, transport tickets, vouchers;
- b) precious metals and stones, jewellery;
- c) weapons;
- d) food;
- e) medicines;
- f) narcotic substances and alcohol;
- g) sports equipment and tools;

h) travel, sports, security and shopping baggage and its content.
 11.4.

If an insured event occurs, the insured person is obliged to:

- if objectively possible, report the event to the police without undue delay;
- notify the insurer of the insured event within 30 days of the insured event's occurrence;
- submit a police report containing the list of stolen things;
- submit the documents proving the purchase of the new thing replacing the things stolen in the insured event;
- submit the card statement proving the purchase of new things using the card.

Article 12 – Home assistance insurance

12.1.

The insured event is:

- a) a technical breakdown,
- b) blockage of door
- c) working inability of the insured

12.2.

Removal of the cause of the breakdown

If there is a technical breakdown in a flat of the assisted household, the insurer shall, through the assistance company at the request of the insured person or a member of the assisted household, arrange and pay for the arrival of the technical emergency service provider to the flat and for the work aimed at removing the cause of the technical breakdown up to the limit of insurance indemnity.

12.3.

Blockage of door

If the door of the assisted household's flat gets blocked, the assistance company shall, at the request of the insured or a member of the assisted household, arrange for the arrival of the technical emergency service provider to the assisted household that will unblock the door.

12.3.1.

The insurer shall cover the related costs up to the amount of CZK 10,000 per one insured event.

The cost of the small expendable supplies is covered up to CZK 1,000 per one insured event.

The cost of other material, such as: the building material used, the replaced components not being small expendable supplies, complete spare parts, etc., is not covered by this insurance and the insured shall pay for them him/herself. The works covered by this insurance are: plumber's work, sewage treatment, heating technician's work, locksmith's work (opening of door), glazier's work, electrician's work, chimney sweeper's work, gas-fitter's work and house painter's work.

12.4.

Working inability of the insured

If the insured is on sick leave due to an injury or illness, the assistance service provider shall arrange, upon the insured's request, the delivery of medicines prescribed to the insured by his/her attending physician from the nearest pharmacy to the insured's place of residence.

12.4.1.

The insurer shall cover the costs of medicine delivery up to CZK 5,000 per one insured event.

Home assistance insurance	
Scope and limits of insurance indemnity	
Arrival of the service provider at the destination	no limit
Plumber's works	CZK 10,000
Electrician's works	
Heating technician's works	
Gas-fitter's works	
Glazier's works	
Locksmith's works	
Chimney sweeper's works	
House painter's works	
Sewage treatment	

12.5.

Exclusions, limitations and refusal to provide indemnity

12.5.1.

The insurance shall not apply to:

- reimbursement for the costs spent by the insured without a previous approval of the assistance company;
- premises not determined for everyday living but solely for commercial purposes (e.g. production, industrial, commercial and office premises, etc.);
- common premises in a property with more than 1 flat, e.g. corridors, staircase, common lofts, cellars, pram rooms or garages;
- premises in uninhabitable buildings;
- premises in an obviously unsuitable technical condition the basic maintenance of which has been neglected;
- regular repairs, maintenance and preventative repairs;
- works required by administrative bodies;
- cases when – on the basis of previous intervention of the assistance company – actions, repairs or measures were recommended but the insured did not arrange for them and repeatedly requires same or similar services from the assistance service provider;
- technical breakdown caused by unprofessional, unauthorised or non-allowed actions of the assisted household's member or a third person;
- technical breakdown caused by any building repairs or refurbishment;
- technical breakdown caused by action intending to inflict damage to property or health of a third person and to harm this person's rights, or caused by vandalism.

12.6.

Should an insured event occur, the insured person shall call without undue delay the headquarters of the assistance company in Prague at telephone number: +420 272 10 10 30. The symbol "+" is the dialling code for making an international call from abroad.

Article 13 – Lifestyle assistance services

13.1.

Ticket reservation

- a) At the insured's request, the assistance company shall arrange the reservation of tickets to a theatre, concert or a sports event, as well as of accommodation in accommodation facilities: hotels, apartments, lodgings, chalets and in restaurants.
- b) To ensure comfortable travelling, the assistance company shall obtain at the insured's request reservations and transport documents necessary for travelling by any means the of local and international transport (coach, train, plane, ferry) or it shall arrange for a car rental.
- c) At the insured's request, the assistance company shall arrange for interpreting, translating, guide or accompanying services.

13.2.

Cultural information

If the insured so requires, the assistance company shall provide him/her with information about any local cultural and sports events and other events according to the given parameters. At the insured's request, it will find cultural, entertainment and sports centres in the particular area and obtain their programmes.

13.3.

Delivery services

- a) At the insured's request, the assistance company shall arrange purchase of required items and related delivery services to any place in the world in order to deliver the item to its recipient.
- b) At the insured's request, the assistance company shall arrange delivery of flowers, gifts, food and beverages.
- c) At the insured's request, the assistance company shall arrange delivery of cash up to CZK 30,000 as agreed in advance.
- d) The delivery to the required place is also arranged for the booked entrance tickets, plane tickets, transport tickets, forgotten identity documents and credit cards, or for substitute documents, if the original ones have been lost.

13.4.

Order of external services

- a) At the insured's request, the assistance company shall arrange for accompaniment to a social event, personal protection services or detective services.
- b) If need be, the assistance company will find contacts and addresses of external service providers required by the insured.

13.5.

Business service

- a) For the insured's business activities the assistance company shall arrange for any necessary services, such as secretarial services, services of interpreters or translators, hire of meeting premises, delivery of office supplies (e.g. telephone, fax, computer or projector).
- b) The assistance company shall also deliver the necessary reports to the insured's business partner.

13.6.

Cash emergency

In the case of loss of theft of cash, traveller's cheques, credit and payment cards or if there are no banks or ATMs in the place of the insured's stay, the assistance services shall deliver cash up to CZK 100,000 to the insured. This amount shall be accounted to the debit of the insured's card and will be subject to previous approval by the issuer of the card.

13.7.

Should an insured event occur, the insured person shall call without undue delay the headquarters of the assistance company in Prague at telephone number: +420 272 10 10 30. The symbol "+" is the dialling code for making an international call from abroad.

Lifestyle assistance insurance (Czech Republic + abroad)
TICKET RESERVATION
Reservation of tickets for theatre performances
Reservation of tickets for concerts
Reservation of tickets for sports events
Reservation of hotels and stays
Reservation of places in restaurants
Reservation of local transport (trains, planes)
Reservation of international transport (trains, planes, ships)
Reservation of car rental
Reservation of interpreting and translating services
Reservation of guides and accompanying services
CULTURAL INFORMATION
Information about current local events
Information about entertainment centres and cultural programmes
Information about local sports events
Information about programmes of theatres, concert halls
Information about programmes of sports centres
DELIVERY SERVICES
Delivery of flowers and gifts
Delivery of food and beverages
Delivery of booked tickets
Delivery of cash agreed in advance
Delivery of booked plane and transport tickets
Delivery of lost or forgotten documents
ORDER OF EXTERNAL SERVICES
Order of accompaniment to social events
Order of personal protection services
Order of detective services
Searching for contacts and addresses
BUSINESS SERVICE

Secretarial services
Arrangement of interpreting, translating and conference services
Hire of meeting premises
Hire of a mobile phone
Hire of a fax
Hire of a computer, projector
Transfer of a message to a business partner
CASH EMERGENCY
Cash advance in the case of a defective payment card

Article 14 – General obligations of the insured

14.1.

The insured is obliged:

- to cooperate during the settlement of an insured event and to provide the insurance company with all the necessary data and information;
- to enable the insurance company to take all the steps necessary for the ascertainment of the cause of the insured event, its extent and the amount of indemnity and to provide it with all information and written documents;
- to notify the insurance company of receiving a compensation for the incurred loss from another entity without undue delay;
- to secure the right to compensation for damage, resulting from an insured event, against a third party and the right to impose a penalty and the right to settlement.

Depending on circumstances, the insurer reserves the right to require any other document or additional information necessary for the ascertainment of the extent of damage.

14.2.

The insured is obliged to prevent the insured event; especially he/she must not breach the obligations aimed at the prevention or mitigation of the risk and imposed on him/her by the current legislation, and he/she must not tolerate any third party breaching these obligations.

14.3.

If the insured has breached these obligations wilfully or under the influence of alcohol, or any other narcotic or addictive substances, and this breach helped to provoke the insured event or to extend the scope of its consequences, the insurance company has the right to adequately reduce the insurance indemnity.

14.4.

The beneficiary is obliged to submit the document proving the insured event's occurrence in its original copy or a certified copy. The insurance company has the right to make a copy of the document presented. The verification of conformity of the copy with the original may also be carried out by a KB employee. If the document is issued in a foreign language, the beneficiary is obliged to submit it together with its certified translation into Czech.

14.5.

KP reserves the right to require an expert's opinion in order to assess the circumstances of the insured event and to define the amount of indemnity.

14.6.

If the financial loss is expressed in a foreign currency, the amount shall be converted to CZK for the purposes of the claim's settlement, using the exchange rate of the Czech National Bank valid for this type of foreign currency as at the date of the insured event's occurrence.

14.7.

The insurance indemnity provided for all insured events of one insured occurring during one calendar year shall not exceed the individual indemnity limits relevant for individual objects of insurance.

Article 15 – Exclusions, limitations and refusal to provide indemnity

15.1.

The insurer shall not provide indemnity for the following loss events:

- if occurred as a consequence of or in relation to a warlike event or civil war, civil disorder, terrorist attack, riot or insurrection;
- if occurred during the insured's driving of a motor vehicle without possessing the required driving licence or when the insured used the vehicle without authorisation;
- if the loss event occurs due to an intentional self-inflicted injury of the insured any time during the life of the insurance policy;

- d) in connection with the consumption of alcohol or other narcotic or psychotropic substances by the insured, drug abuse or poisoning as a consequence of consuming solid, liquid or fluent substances due to negligence; in connection with handling these substances;
- e) if the insured fails to obey the request of a police officer and refuses to undergo medical examination or breath test governed by a special regulation and aimed at ascertaining whether or not the insured is under the influence of alcohol or any other addictive substance.

15.2.

The insurer has the right to reduce the indemnity by up to one half:

- a) if the insured event occurred in connection with action indicating that the insured committed a crime;
- b) if the insured event occurred as a consequence of the insured's conduct by which he/she caused serious bodily damage to or death of another or otherwise violated an important interest of the society;
- c) if ascertained that the beneficiary or the insured provided about the insured event's occurrence information different to what resulted from the insurer's investigation, or if such information was concealed from the insurer.

Article 16 – Processing of personal data of the insured person / policy holder

16.1.

Personal data processing in connection with the insurance contract

16.1.1.

Personal data of the insured/policy holder, in terms of Section 4 (a) of Act No. 101/2000 Coll., Personal Data Protection Act (hereinafter referred to as the "Personal Data Protection Act"), (excluding the sensitive data), provided by the insured/policy holder to the insurer in relation to entering into the insurance contract or which the insurer obtained in any other legal way or created by processing the data obtained in this way, will be processed by the insurer or by an administrator (policy holder), entrusted by the insurer in compliance with the Personal Data Protection Act, in order to use this personal data within the subject-matter of the insurer's business, i.e. for activities directly or indirectly related to insurance or reinsurance activities. In terms of Section 27 of the Personal Data Protection Act, the insurer is entitled to transfer the personal data of the insured/policy holder, within the necessary scope, to other states for the purposes of reinsurance. The insurer will process the insured's/policy holder's personal data in the way and scope stipulated in the insurance contract for the period necessary to ensure all the rights and duties resulting from the insurance obligation relationship.

16.1.2.

The insurer is entitled to process the insured's/policy holder's personal data to the given extent and for the given purpose even without the express consent of these persons.

16.2.

Consent to process sensitive data in connection with the insurance contract

16.2.1.

By expressing consent with the insurance contract (no later than at the moment of asserting the entitlement to insurance indemnity) the insured grants the insurer his/her consent to obtain information about his/her state of health through the insurer's contractual physicians, in accordance with Section 67b (10) of Act No. 20/1966 Coll. on the Care of the Health of People, as amended, and hereby authorises all requested physicians, health-care institutions and health insurance companies to disclose this information to the insurer even after his/her death.

16.2.2.

The insured thus grants the insurer his/her explicit consent to process personal data about his/her state of health (sensitive data according to Section 4 (b) of the Personal Data Protection Act), provided to the insurer in relation to entering into the insurance contract or which the insurer obtained by any other method mentioned above, or created by processing the data obtained. This sensitive personal data shall be processed by the insurer or by the entrusted administrator for the use as part of the insurer's business activities, i.e. for activities directly or indirectly connected with insurance or reinsurance business.

16.2.3.

Consent to process sensitive data to the extent specified in Article 16.2.2. is a condition for provision of insurance indemnity in cases of insured events arising from a serious illness of the insured or from a use of violence against the insured. However, the insured has the right to withdraw this consent at any time. The withdrawal of this consent may only be made in writing, preferably through a recorded delivery

letter sent to the insurer's registered office. The withdrawal of this consent extinguished the entitlement to so far unpaid or potential future indemnity in cases of insured events arising from a serious illness or from a use of violence against the insured.

16.3.

Consent to share personal data within the group

16.3.1.

The insured/policy holder also agrees that his/her personal data (in case he/she is a natural person) or its data (in case it is a legal person) can be processed by the insurer and any other Administrator, i.e. also mutually transferred between them, in order to achieve higher quality of care for the insured/policyholder, to carry out Marketing activities, to provide information about the solvency and credibility of the insured/policy holder to other Administrators and to analyse the data. The insured/policy holder agrees that his/her personal data (if a natural person) or its data (if a legal person) can be processed by the Administrator for the above mentioned purpose and to the above mentioned extent from when this consent is granted until 4 years have expired after the last contractual or any other legal relationship with any of the Administrators.

16.3.2.

The consent of the insured/policy holder in compliance with Article 16.3.1. of these insurance terms and conditions is effective only in relation to the insured/policy holder who signed the insurance contract or the amendment to the existing contract with the insurer of which these insurance terms and conditions form an integral part, and only from the effective day of these conditions. For the insured/policy holder who has already signed, refused to sign or withdrawn such consent, the legal status of the consent granted, refused or withdrawn shall remain unaffected by the change in the insurance conditions.

16.3.3.

This consent to process data, granted particularly pursuant to current Acts No. 277/2009 Coll., Insurance Act, No. 513/1991 Coll., Commercial Code, and No. 101/2000 Coll., Personal Data Protection Act, is voluntary and the insured/policy holder is entitled to withdraw this consent at any time in relation to any Administrator. The withdrawal of the consent must be sent to the insurer in writing. The provision of personal data is voluntary unless the generally binding regulation stipulates otherwise.

16.4.

The insured/policy holder is obliged to inform the insurer of any changes in the processed personal data without undue delay.

16.5.

Personal data about the insured/policy holder is processed to the extent to which the insured/policy holder has provided this data in connection with: (a) a request for a contractual or any other legal relationship, (b) any contractual or any legal relationship established between him/her and the Administrator, or (c) which the Administrator has collected by other means and processes in compliance with the valid legal regulations for the following purposes: (i) purposes included within the consent of the insured/policy holder, (ii) negotiations on the contractual relationship, (iii) performance of the contract, (iv) protection of the insured's/policy holder's vital interests, (v) authorised publishing of personal data, (vi) protection of the rights of the Administrator, recipient or other persons involved, (vii) archiving maintained in compliance with the law, (viii) offering of business or services, (ix) transfer of the given name, surname and address of the insured/policy holder for the purpose of offering business and services in compliance with the generally binding legislation.

16.6.

If the insured/policy holder so requests in writing, he/she is entitled – in compliance with the valid legislation – to receive from the insurer information on the personal data processed about him/her, the purpose and nature of processing this personal data, on the recipients of this data and on the Administrators. Moreover, the insured/policy holder is entitled to ask the insurer to correct the personal data if he/she discovers or assumes that it does not correspond with reality. If the insured/policy holder discovers or suspects that the Administrator processes his/her personal data in violation of the protection of the insured's/policy holder's private and personal life or in violation of the legal regulations, he/she is entitled to request an explanation from the insurer, or he/she is entitled to request the insurer to correct the defective situation. Regardless of the preceding provisions of this Article, if the Administrator violates the duties, the insured/policy holder has the right to contact the Office for Personal Data Protection and request adoption of remedial measures.

16.7.

For the purposes of Article 12, the following terms are understood:

- the Administrator – the Insurer, Société Générale SA, B 552 120 222, a company established and existing pursuant to the French law, registered office: 29, Boulevard Haussmann, 75009 Paris (SG), FSKB members, Entities controlled by SG;
- Marketing activities – activities the purpose of which is to inform the insured persons/policy holder about the products and services of the Administrator, to present an offer to order, to mediate or procure these products and services and to evaluate the relevant data, including via email;
- Members of the Financial Group of the Bank (FSKB members) particularly Komerční banka, a. s. company registration number (IČ) 45317054 (Banka), Investiční kapitálová společnost KB, a. s., company registration number (IČ) 60196769, Modrá pyramida stavební spořitelna, a. s., company registration number (IČ) 60192852; Penzijní fond Komerční banky, a. s., company registration number (IČ) 61860018; ESSOX s. r. o., company registration number (IČ) 26764652, and other entities in which the Bank has or acquires an equity interest consisting of a direct or indirect share in their registered capital;
- Entities controlled by SG – entities which SG controls and which – at the same time – either (i) have or acquire an equity interest in entities with their registered office in the Czech Republic consisting of a direct or indirect share in their registered capital, or (ii) have their registered office in the Czech Republic. If such an entity is a FSKB member, this entity is listed in the specification of FSKB members;
- Personal data includes: name, surname, address, date of birth, birth certificate number, contact details, information about solvency and credibility of the insured/policy holder-natural person, excluding the sensitive personal data pursuant to the Czech Personal Data Protection Act;
- Data on a legal person includes: identification data of the insured/policy holder-legal person, especially its trade name, place of business/registered office, company registration number (IČ), date of establishment, type of business, contact details, information about solvency and credibility of the insured/policy holder.

Article 17 – Delivering

17.1.

All notifications, announcements and requests about the insurance must be made in writing in the Czech language or the Slovakian language. They become effective upon their delivery to the other party.

17.2.

The contracting parties are obliged to send written documents to each other via a holder of a postal licence to a previously agreed or last known address of the other contracting party. Written documents intended for the policy holder, the insured person or beneficiaries may also be delivered to these persons to their own hands through an insurer's employee or another authorised person.

17.3.

If the addressee is not present and did not pick up the written document deposited at the post office within the given delivery period (15 days), then the document can be considered delivered on the last day of this period, even if the addressee does not learn about the deposit.

17.4.

If the addressee refuses to accept the written document, this document shall be considered delivered on the day it is refused.

Article 16 – Correspondence address

The correspondence address of the insurer is: Komerční pojišťovna, a. s., **Palackého 53, 586 01 Jihlava** (especially the correspondence concerning insured events). The correspondence address for sending letters from the insurer and insured persons to the policy holder is the address of any KB branch.

Article 17 – Settlement of disputes

Should there be any complaints, it is possible to contact Komerční pojišťovna, a. s., Client Services, Karolinská 1/650, 186 00 Prague 8, or the Czech National Bank residing at: Na Příkopě 28, 115 03 Prague 1.