

**INSURANCE TERMS AND CONDITIONS OF MERLIN INSURANCE**  
as of 29th November 2011**Article 1 – Opening provisions**

1.1.

This private insurance is provided by Komerční pojišťovna, a.s., company registration number (IČ) 63998017, registered office at Karolinská 1/650, 186 00 Prague 8 (hereinafter referred to as the “insurance company” or “insurer”), is regulated principally by Act No. 37/2004 Coll., The Insurance Contract Act (hereinafter referred to as the “Insurance Contract Act”) and by these insurance terms and conditions, the Contract for Collective Insurance Merlin and Profi Merlin No. 3170000000 (hereinafter referred to as the “Contract”), entered into between the Insurance Company and Komerční banka, a.s., company registration number (IČ) 45317054, registered office at Na Příkopě 33/969, 114 07 Prague 1 (hereinafter referred to as “KB” or “policy holder”).

1.2.

This insurance, as well as the rights and duties arising from it, follows the law 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 relating to the insurance are written and paid in the currency valid in the territory of the Czech Republic.

1.5.

The relevant provisions of Act No. 586/1992 Coll., The Income Tax Act, as amended, apply to this insurance.

1.6.

This is non-life insurance against loss and damage.

**Article 2 - Definitions**

The following terms are defined for these insurance conditions:

- **close person** – the spouse, registered partner, parents, children (including the children adopted, under guardianship or in foster care), siblings, grandparents, grandchildren;
- **foreign currency** – valid currency other than CZK; the account is managed in this currency;
- **waiting period** – the period of 7 days following the day of the Insured’s admission to the insurance during which the insurance company is not obliged to provide insurance indemnity from events arising during this period and that would otherwise be classified as insured events;
- **identification documents** – ID, passport, residence permit, driving licence and road worthiness certificate (not the car certificate itself);
- **physical assault** – an act of violence committed by a third person causing bodily harm to the insured or an actual threat of violence aiming to influence the insured’s volition;
- **card** – a debit or credit payment card issued to the account in the name of the insured by a banking institution with its registered office in the territory of the Czech Republic;
- **KB card** – a card issued by KB in the name of the insured;
- **safety box keys** – the keys to the lockable room of the safety box used on the basis of the Contract for Usage of KB Safety Box;
- **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. 5) against asportation, unless the text provides further otherwise;
- **robbery** – use of violence or threat against the insured in order to obtain the subject of the insurance, unless the text provides further otherwise;
- **mobile phone** – the portable telephone device for communication via mobile operators;
- **beneficiary** – the person who, due to the insured event, has the right to insurance indemnity;
- **personal effects** – items of everyday use, such as a mobile phone, keys, cash, an MP3 player, a notebook, sunglasses and dioptric glasses, a flash drive, a wallet, or carry-on baggage;
- **other keys** – the keys (and generally any object or device for locking or unlocking the door) to the flat/house of the insured’s permanent address and to the car legitimately used by the insured;
- **PIN** – personal identification number of the card;
- **insurance contract** – the contract for financial services in which the insurance company undertakes to provide indemnity in the

stipulated scope in case of an insured event occurrence and the policy holder undertakes to pay premiums to the insurance company;

- **insured event** – an unexpected event defined in Article 5 of these insurance terms and conditions constituting the insurance company’s obligation to pay out the insurance indemnity;
- **premium** – the payment for provision of the insurance cover;
- **policy holder** – the person who has entered into the insurance contract with the insurance company and is obliged to pay premiums; the policy holder in this insurance is KB;
- **the insured** – the natural person included by the policy holder in the insurance;
- **stoplisting** – blocking the execution of all authorized card transactions via putting the card on the stoplist; the stoplisting is irrevocable;
- **third person** – a person other than the policy holder, the insurance company and the insured;
- **account** – the current or credit account to which the credit card is issued and which is managed in CZK or a foreign currency by a banking institution located in the territory of the Czech Republic and established in the name of a natural person, not intended for business purposes;
- **KB account** – the account managed by the policy holder to which the insurance relates;
- **card statement** – the bank account statement indicating the day of the transaction, the amount and information that the transaction was performed by the card;
- **replacement of card** – replacement of the card owing to damage or change of the insured’s name;
- **authorized person** – the natural person whom the KB account’s owner authorized to handle the money on this KB account;
- **loss** – the state when the insured has lost the possibility of having the insured item at his/her disposal independently of his/her own volition, if it concerns an item in his/her possession, or of using the insured item of another or has to return the item to its owner, unless the text provides further otherwise.

**Article 3 Admission to insurance**

3.1.

The policy holder may admit to the insurance only a KB current account’s owner and/or an authorized person designated by him/her. In case of a credit account, only a person who has entered into a credit account contract with KB and/or an authorized person designated by him/her may be admitted to insurance.

3.2.

Two persons maximum may be included in insurance to one KB account.

3.3.

From the moment of the person’s admission to the insurance, the policy holder must be able to provide the insurance company, upon its request, with written or any other competent evidence.

**Article 4 – Insurance effectiveness, insurance period, insurance cover and insurance policy**

4.1.

The insurance becomes effective on the first day of the waiting period expiration.

4.2.

Insurance effectiveness also applies to insured events that occurred outside the territory of the Czech Republic.

4.3.

The insurance period is one calendar year, i.e. the period from 1st January to 31st December.

**Article 5 – Subject of insurance**

The subject of the insurance is a financial loss incurred due to the following events:

5.1.

Robbery, theft or loss of the card/cards and the subsequent misuse of these cards by a third person (even if using the PIN number).

The robbery, theft or loss of one or more cards at the same moment is considered to be one insured event. The financial loss incurred due to the withdrawal under threat and duress is also considered to be theft of the card.

5.2.

The theft, robbery or loss of cash that the insured withdrew from his/her account at a KB or any other bank’s branch, or from a KB or any other bank’s ATM, within the period of 48 hours following

the withdrawal and which occurred during a physical assault or sudden sickness with loss of consciousness or after a traffic accident in which the insured was injured.

5.3.

Loss of the PIN assigned to the KB card.

5.4.

Theft, robbery or loss of the KB card abroad.

5.5.

Theft, robbery, loss, replacement of the KB card.

5.6.

Theft or robbery of personal effects for everyday use, regularly worn or carried on the insured. Theft, robbery or loss of identification documents, keys to the safety box or of other keys if it occurs concurrently with the robbery, theft or loss of the card.

5.7.

Misuse of the stolen mobile phone for calling from this mobile phone within the period of 48 hours after its asportation, according to Article 5.6. Misuse of the stolen mobile phone for calling via prepaid cards of mobile operators is not subject to this insurance.

#### Article 6 Insurance indemnity and its limits

6.1.

The insured person is the beneficiary, with the exception of insured risks according to Articles 5.3., and 5.4. – in these cases the beneficiary is KB. Insurance indemnity provided for all insured events of one insured person, occurring in the course of one calendar year, must not exceed individual indemnity limits specified for individual items insured, as indicated in Articles 5 and 6.

6.2.

No loss participation of the insured is applied under this insurance.

6.3.

Insurance indemnity is paid out by the insurance company to an account specified by the insured.

6.4.

The paid insurance indemnity is not subject to income tax (S. 4 (1) I of the Income Tax Act).

6.5.

The insurance indemnity and its limits shall be determined as follows:

6.5.1.

Misuse of the card by a third person (in terms of Article 5.1.):

- a) CZK 30,000 for payments by the card;
- b) CZK 10,000 for card withdrawals from ATMs.

6.5.2.

Insurance indemnity also covers the cost reasonably spent when replacing personal effects, identification documents, keys and cash (within the meaning of Articles 5.2. and 5.6.) – CZK 15,000; CZK 3,000 per one item maximum, CZK 5,000 in the case of replacing a mobile phone.

6.5.3.

Insurance indemnity also covers the loss of KB arising as a result of returning to the insured the bank fee charged for the repeated delivery of his/her card PIN (in terms of Article 5.3.) – CZK 1,000.

6.5.4.

Insurance indemnity also covers the loss of KB arising as a result of returning to the insured the fee charged for delivery of the card and its PIN abroad – cost of the courier post (in terms of Article 5.4.) – CZK 12,000.

6.5.5.

Insurance indemnity also covers the loss of KB arising as a result of returning to the insured the bank fee charged for issuance of his/her KB card following a stoplisting and for issuance of his/her KB card's duplicate (in terms of Article 5.5.) – CZK 1,000.

6.5.6.

Insurance indemnity also covers the loss of KB arising as a result of returning to the insured the bank fee charged for issuance of an emergency cash advance (in terms of 5.4.) – CZK 15,000.

6.5.7.

Cost of calling and sending SMS/MMS within 48 hours following the asportation of the mobile phone (in terms of Article 5.7.) – CZK 5,000.

6.6.

Should the financial loss be, according to Article 5, expressed in a foreign currency, for the purposes of claims handling and of the insurance indemnity payment the amount of the financial loss shall be converted to CZK, using the exchange rate of the Czech National Bank valid for this foreign currency as of the day of the insured event.

#### Article 7 – Exclusions from insurance

7.1.

The insurance does not cover the damage incurred due to:

- a) warlike events, other armed conflicts and national riots, including military, police and official measures;
- b) uprisings, riots, strikes;
- c) terrorist attacks and other violent actions with political, social, ideological or religious motivation;
- d) nuclear energy or ionizing radiation.

7.2.

The insurance company also does not cover the damage incurred:

- a) during the waiting period;
- b) due to payments carried out without the physical presence of the card, payments via the internet fall into this category;
- c) and caused by the insured, authorized person or the close person intentionally or on purpose;
- d) after the stoplisting, except for losses incurred during manual transactions performed up to 24:00 p.m. on the stoplisting day;
- e) in case of misusing electronic communication services other than phone calls and SMS/MMS via the stolen mobile phone.

7.3.

The insurance company does not provide indemnity according to Article 5.6. in the following cases:

- a) theft of personal effects during the period when they were left in a vehicle;
- b) theft of personal effects during the period when they were laid aside on any spot and/or in any area which is publicly accessible, including the access via a means of public transportation;
- c) pocket-picking;
- d) files, programmes and private data that are part of personal effects.

7.4.

The following objects, and their content, are excluded from the insurance of personal effects:

- a) cheques, foreign currency, lottery forms and tickets, securities, air tickets and other transport tickets, vouchers;
- b) precious metals and stones, jewellery;
- c) weapons;
- d) food;
- e) medicines;
- f) narcotics, alcohol;
- g) sport kits and equipment;
- h) travel, sports, security and shopping bags and their content.

#### Article 8 – Insurance termination

8.1.

The insurance of the person included in the insurance (the insured) is terminated:

- a) by cancellation of the KB account to which this insurance relates;
- b) by change of type of the KB account to which this insurance relates (in case of its change from a private account to a business one);
- c) by cancellation of the authorization – if the insured is the authorized person;
- d) by removal of the insured from the insurance based on a notification sent by the policy holder to the insurer;
- e) by agreement between the policy holder and the insurance company;
- f) by refusal of the insurance indemnity;
- g) by death of the insured;
- h) by death of the account owner.

8.2.

KB has the right to remove the insured from the insurance as of 31st December of each calendar year.

8.3.

KB has the right to remove the insured from the insurance within 2 months of the day of the insured's admission to insurance. The eight-day notice period starts on the day of delivering the notification of the removal. The insurance is terminated upon expiration of this period.

#### Article 9 – Duties of the insured

9.1.

The insured is obliged to take all the measures necessary for securing and protecting his/her card and its security PIN code, and to keep the PIN code confidential.

9.2.

The insured must not lend his/her card to a close person or a third person.

**9.3.**

In case of theft or loss of the card, the insured is obliged:

- a) to ensure stoplisting of the card without undue delay;
- b) to inform the police about the theft of the card or about the financial loss (in terms of Articles 5.1. and 5.2.) or about the theft of personal effects, keys or identification documents (in terms of Articles 5.6.) without undue delay, and to request that the police make a written report about this event;
- c) to inform, without undue delay, the municipal authority with extended competence or the local authority designated to be in charge of the births, marriages and deaths register about the loss of identification documents (in terms of Article 5.6.) and to request that the authority issues a confirmation of this fact;
- d) if s/he finds in his/her card statement any incorrect items caused by a fraudulent transaction performed by his/her stolen or lost card (in terms of Article 5.1.), also in the case of a financial loss (in terms of Article 5.2.) or loss or theft of keys or identification documents (in terms of Article 5.6.), the insured is obliged, without undue delay, to call the relevant phone number to notify the insurance company of the insured event.

**9.4.**

If an insured event occurs, the insured is obliged to submit to the insurance company the following documents (this does not apply to the risks specified under 5.3., 5.4. and 5.5; only originals or authenticated copies shall be submitted by clients):

- a) in case of theft or robbery - police report;
- b) in case of a physical assault, loss of consciousness or an injury - medical report or report of the ambulance service;
- c) in case of an unauthorized transaction - the card statement with indication of the transaction date and the amount, including the information that the transaction was carried out by the card;
- d) in case of the loss of card or keys or identification documents - affidavit;
- e) in case of the loss of identification documents - confirmation of this event from the municipal authority with extended competence or from the local authority designated to be in charge of the births, marriages and deaths register;
- f) invoices relating to expenses on replacing the lost or stolen keys or documents (including the relevant photographs) and copies of the newly issued documents;
- g) in case of theft of a piece of personal effects - a document (invoice/account statement) proving the purchase of a new one;
- h) in case of unauthorized use of the stolen mobile phone - detailed billing of services provided within 48 hours following the asportation of the mobile phone;
- i) other documents proving the occurrence of the loss, e.g. witness declaration (in writing, dated and signed by the witness, indicating his/her name, place and date of birth and address), with details concerning the circumstances and consequences of the assault.

**9.5.**

The insured is also obliged:

- a) to cooperate during the claim settlement and to provide the insurance company with any necessary information;
- b) to enable the insurance company to take all the necessary steps for ascertaining the cause of the insured event, scope of the damage and amount of insurance indemnity and to provide it with all information and written documents;
- c) in case of theft, robbery or loss of keys to the safe – to contact KB without undue delay;
- d) to notify the insurance company, without undue delay, that s/he has received damages from another entity;
- e) to ensure the right to damages to another person, who suffered a loss due to the insured event, as well as the right to sanction and settlement.

**9.6.**

The insured is obliged to prevent the insured event occurrence. In particular, s/he must not violate the obligations aimed at prevention or mitigation of the danger that are imposed on him/her by the valid legislation and that s/he accepted upon entering into the insurance contract; s/he must not tolerate violation of these obligations by any third person.

**9.7.**

Should the insured breach these obligations deliberately or under the influence of alcohol or any other narcotic substances and this violation contributed to the insured event occurrence or to extension of its consequences, the insurance company has the right to decrease the insurance indemnity proportionally.

**9.8.**

The beneficiary is obliged to submit the original or authenticated copy of the document proving the insured event occurrence. The insurance company has the right to make a photocopy of the submitted document. The conformity of the photocopy with the original shall be verified by a responsible KB employee. Should the relevant document be issued in a foreign language, the beneficiary is obliged to submit it together with its certified translation into Czech.

**Article 10 – Personal data processing of the insured****10.1.**

Personal data processing in connection with the insurance contract

**10.1.1.**

Personal data of the insured, in terms of Section 4 (a) of Act No. 101/2000 Coll., The 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 insurance company in relation to entering into the insurance contract or which the insurance company obtained in any other legal way or created by processing the data obtained in this way, will be processed by the insurance company or by an administrator, entrusted by the insurance company in compliance with the Personal Data Protection Act, in order to use this personal data within the subject-matter of the insurance company'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 insurance company is entitled to transfer the personal data of the insured within the necessary scope to other states for the purposes of reinsurance. The insurance company will process the insured'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.

**10.1.2.**

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

**10.2.**

Consent to process sensitive data in connection with the insurance contract

**10.2.1.**

Upon entering into the insurance, the insured grants the insurance company his/her consent to obtain information about his/her state of health through the insurance company'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 authorizes all requested physicians, health institutions and the health insurance companies to disclose this information to the insurance company even after his/her death.

**10.2.2.**

The insured thus grants the insurance company 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 insurance company in relation to the insurance or which the insurance company obtained by the other methods mentioned above, or created by processing the data obtained. This sensitive personal data shall be processed by the insurance company or by the entrusted administrator for the use as part of the insurance company's business activities, i.e. for activities directly or indirectly connected with insurance or reinsurance business.

**10.2.3.**

Consent to process sensitive data to the extent specified in Article 10.2.2. is a condition for entering into the insurance contract. However, the insured is entitled to withdraw this consent any time. The withdrawal of this consent may only be made in writing, preferably through a recorded delivery letter sent to the insurance company's registered office. The withdrawal of this consent terminates the insurance as of the day on which the insured withdrew his/her consent, but no sooner than on the day of the delivery of the consent withdrawal to the insurance company.

**10.3.**

Consent to share personal data within the group

**10.3.1.**

The insured agrees that his/her personal data (up to the maximum extent: name, surname, address, date of birth, birth certificate number, trade name, place of business/registered office, company registration number (IČ), contact details, information proving the

solvency and credibility of the insured) can be processed by the insurance company and any other Administrator, i.e. also mutually transferred between them in order to achieve higher quality care for the insured, to carry out Marketing activities, to provide information about the solvency and credibility of the insured to other Administrators and to analyse this data. The insured agrees that his/her personal data 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 other legal relationship with any of the Administrators.

10.3.2.

The consent of the insured in compliance with Article 10.3.1. of these insurance terms and conditions is effective only in relation to the insured who signed the insurance contract or the amendment to the existing contract with the insurance company of which these insurance terms and conditions form an integral part, and only from the effective day of these conditions. For the insured 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.

10.3.3.

This consent to process data is voluntary and the insured is entitled to withdraw this consent at any time in relation to any Administrator. The withdrawal of consent must be sent to the insurance company in writing. The provision of personal data is voluntary unless the generally binding regulation stipulates otherwise.

10.4.

The insured is obliged to inform the insurance company of any changes in the processed personal data without undue delay.

10.5.

Personal data about the insured is processed to the extent in which the insured 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, (ii) negotiations on the contractual relationship, (iii) performance of the contract, (iv) protection of the insured's vital interests, (v) authorized 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 for the purpose of offering business and services in compliance with the generally binding legislation.

10.6.

If the insured so requests in writing, s/he is entitled – in compliance with the valid legislation – to receive from the insurance company 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. In addition, the insured is entitled to ask the insurance company to correct the personal data if s/he discovers that it does not correspond with reality. If the insured discovers or suspects that the Administrator is processing his/her personal data in violation of the protection of the insured's private and personal life or in violation of the legal regulations, s/he is entitled to request an explanation from the insurance company, or s/he is entitled to request the insurer to correct the defective situation. Regardless of the preceding provisions of this Article, should the Administrator violate the duties, the insured has the right to contact the Office for Personal Data Protection and request the Administrator to take remedial action.

10.7.

For the purposes of Article 11, the following terms are understood:

- the Administrator – the Insurance Company, 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 and Entities controlled by SG and Investiční kapitálová společnost KB, a. s., company registration number (IČ): 60196769;
- Marketing activities – activities the purpose of which is to inform the insured persons about the products and services of the Administrator, to present an offer to order, mediate or procure these products and services and to evaluate the relevant data, including by email;
- Members of the financial group of the Bank (FSKB members) particularly Komerční banka, a. s. company registration number

(IČ): 45317054 (Bank); 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.

## Article 11 - Delivering

11.1.

The insured is obliged to inform the insurance company, without undue delay, of any change in the permanent residence or correspondence address.

11.2.

All information, announcements and requests about the insurance must be made in writing in Czech and are effective on the day they are delivered to the competent contracting party.

11.3.

The contracting parties are obliged to send written documents to the beforehand agreed or last known address of the other contracting party. The contracting parties are obliged to send the written documents via a holder of a postal licence (hereinafter referred to as the "post"). Written documents for the policy holder, the insured or the beneficiaries may also be given to these persons to their own hands through an insurance company's employee or any other entitled person. The insured person or the beneficiary can send the written documents for the insurance company through any KB branch. The delivery day to the insurance company is the day of the actual delivery of the written document to the insurance company's address.

11.4.

The written document sent to the addressee via standard postal services is considered delivered on the third day after the proved sending of the document to the correspondence address, even if the recipient does not know about the delivery.

11.5.

The written document of the insurance company sent to the address by recorded delivery is considered delivered, if it is not a delivery in accordance with the below mentioned articles, on the eighth day after the proved sending of the document.

11.6.

The written document of the insurance company sent to the addressee by recorded delivery with delivery confirmation is considered delivered, if it is not a delivery in accordance with the below mentioned articles, on the day when the document is received and which is written on the delivery confirmation.

11.7.

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

11.8.

If the addressee is not present and the insurance company's written document sent by recorded delivery is deposited by the postman at the post office, then the written document is considered delivered on the last day of the deposit period, even if the addressee does not know about the delivery. Should the last day of this period fall on a Saturday, Sunday or a bank holiday, the last day of the period is the next working day.

11.9.

The insurance company's written document sent by post is considered delivered on the day on which the document is sent back to the insurance company as non-deliverable due to other reasons.

## Article 12 – Correspondence address

Address for sending the correspondence is the address of the contractual partner of the insurer: Willis, s. r. o., Karlovo náměstí 10, 120 00 Prague 2 (particularly for correspondence relating to insured events) or the address of the relevant branch of Komerční banky, a. s., (particularly in case of changing the insured's address).

**Article 13 – Settlement of disputes**

13.1.

Should there be any complaints, it is possible to contact Komerční pojišťovna, a. s., Client Service, Karolinská 1/650, 186 00 Prague 8, or the Czech National Bank, if necessary.

13.2.

The authority responsible for supervision over the insurance company's activities is the Czech National Bank, registered office: Na Příkopě 28, 115 03 Prague 1.

For information only