

INSURANCE TERMS AND CONDITIONS OF ESSOX VEGA INSURANCE

as of 1st November 2009

Article 1 – Opening provisions

1.1.

This private insurance 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 “insurance company”), is regulated principally by Act No. 37/2004 Coll., The Insurance Contract Act (hereinafter referred to as the “Insurance Contract Act”), by these insurance terms and conditions and Collective Insurance Contract No. 3090000000 (hereinafter referred to as the “Contract”) entered into by and between the insurance company and ESSOX s. r. o., company address: Senovážné nám. 231/7, 370 01 České Budějovice (hereinafter referred to as the “Policy Holder” or “ESSOX”).

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 relating to the insurance are written and paid in the currency valid in the territory of the Czech Republic.

1.5.

This insurance 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** – any 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 for 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);
- **card holder** – the owner of the loan or the authorised person in whose name the card is issued;
- **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** – the payment card issued by ESSOX for the insured and specified in the Contract;
- **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;
- **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** – the 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’s 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 coverage;

- **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 ESSOX;
- **insured person** – 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 party** – a person other than the policy holder, the insurance company and the insured;
- **loan contract** – a revolving loan contract or a contract for provision of a loan framework;
- **account** – the loan account (in CZK) established, pursuant to Act No. 284/2009 Coll. regulating the system of payment, by the Loan Contract and opened in the name of a natural person; a card is issued to this account;
- **loan’s owner** – any natural person who entered into the loan contract with ESSOX;
- **account statement** – the statement of transactions carried out by the cards and the statement of loan repayments;
- **authorised person** – the natural person whom the loan’s owner authorised to handle the money on the account using the card;
- **loss** – the state when the insured has lost, independently of his/her own volition, the possibility of having the insured item at his/her disposal – provided that it concerns an item which is in his/her possession or an item of another which is used by the insured or if the insured 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 include into this insurance only a card holder. The card holder becomes the insured person upon admission to the insurance.

3.2.

From the moment of the person’s admission to insurance, the policy holder must be able to provide the insurance company, upon its request, with written or any other competent evidence (an insurance application signed by the client, etc.).

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

4.1.

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

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 beginning at the moment of the insured’s admission to insurance.

4.4.

The effectiveness of the insurance is automatically prolonged for another year (insurance period) unless the insured informs the insurance company in writing via the policy holder that s/he is not interested in the further duration of the insurance or unless the insurance company informs the insured in writing that it is not interested in the further duration of the insurance – in both cases this has to be done no later than within 6 weeks before the anniversary day of the insurance – or unless the insurance is terminated due to other reasons earlier (Art. 9.2.).

Article 5 – Subject of the insurance

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

5.1.

The theft, robbery or loss of the card and the subsequent misuse of this card by a third person. The financial loss incurred due to the withdrawal carried out under threat and duress is also considered to be theft of the card.

5.2.

The robbery or loss of cash that the insured withdrew from his/her account at a bank’s branch or from an ATM within 48 hours of the withdrawal and that occurred during a physical assault or sudden sickness with loss of consciousness or after a traffic accident, in which the insured was physically injured.

5.3.

The theft, robbery or loss of keys if it occurs concurrently with the theft, robbery or loss of the card.

5.4.

The theft, robbery or loss of identification documents if it occurs concurrently with the theft, robbery or loss of the card.

5.5.

The theft or robbery of the mobile phone that occurred during a physical assault of the insured or forced breaking and entering.

5.6.

The misuse of the mobile phone for making calls within 48 hours of its theft as indicated in Art. 5.5. The misuse of the stolen mobile phone for calling via prepaid cards of mobile operators is not subject to insurance.

Article 6 – Insurance indemnity limits

The insurance indemnity limits shall be determined as follows:

6.1.

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

CZK 20,000 for payments by the card and CZK 10,000 for withdrawals from ATMs carried out by the card.

6.2.

Robbery or loss of cash within 48 hours of the withdrawal or directly during the withdrawal (in terms of Article 5.2.) – CZK 5,000.

6.3.

Cost of replacing the keys in case of their theft, robbery or loss (in terms of Article 5.3.) – CZK 3,000.

6.4.

Cost of replacing the identification documents in case of their theft, robbery or loss (in terms of Article 5.4.) – CZK 500.

6.5.

Cost of purchasing a new mobile (in terms of Article 5.5.) – CZK 3,000.

6.6.

Cost of making calls within 48 hours following the asportation of the mobile phone (in terms of Article 5.6.) – CZK 3,000.

6.7.

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

Article 7 – Insurance indemnity

7.1.

The insurance indemnity provided for all insured events of the insured, incurred within one calendar year, must not exceed individual limits of the insurance indemnity relevant for the individual subjects of insurance in accordance with Article 5 and as specified in Article 6.

7.2.

This insurance is arranged without any financial participation of the insured.

7.3.

The insurance indemnity is paid out by the insurance company to an account designated by the insured.

7.4.

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

Article 8 – Exclusions from insurance

8.1.

The insurance does not cover the damage incurred due to:

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

8.2.

The insurance company also does not compensate for the damage incurred:

- during the waiting period;
- due to payments and withdrawals performed using PIN, excluding the withdrawals carried out by the insured provably under threat and duress;
- due to payments carried out with the physical presence of the card; payments via the internet fall into this category;
- and caused by the insured, authorized person or the close person intentionally or on purpose;

- after the stoplisting, except for losses incurred during manual transactions performed up to 24:00 p.m. on the stoplisting day;
- in case of misusing other electronic communication services than phone calls and SMS/MMS via the stolen mobile phone;
- by theft of the cash that was deposited on the premises of banking institutions.

8.3.

The insurance company does not provide insurance indemnity in terms of Article 5.5.:

- if the mobile is taken by a way other than by theft or robbery;
- for theft of the insured device during the period when it was left in an unattended vehicle or in a vehicle not properly locked;
- for theft of the insured device during the period when it was laid aside on any spot and/or in any area which is publicly accessible, including the access with a means of public transportation.

Article 9 – Insurance termination

9.1.

The insurance of the person included in the insurance (the insured) is terminated upon the expiry of the insurance period unless it has been automatically prolonged (Art. 4.4.).

9.2.

The insurance of the insured is also terminated:

- by cancellation of the loan contract;
- by cancellation of the authorization – if the insured is the authorized person;
- by agreement of the contracting parties;
- by refusal to provide indemnity;
- by death of the insured;
- by removing the insured from the insurance (Art. 9.3.).

9.3.

The policy holder has the right to remove the insured from the insurance no later than within 2 months and 8 days of the day of the insured's admission to insurance, or each year at the end of the insurance period as a consequence of the loan's owner default on meeting the obligations stemming from the loan contract towards the policy holder.

9.4.

The policy holder must be able to provide the insurance company with written or any other credible evidence about the moment of the insured's removal from the insurance.

Article 10 – Obligations of the insured

10.1.

The insured is obliged to take all the measures necessary for securing and protecting his/her card.

10.2.

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

10.3.

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

- to ensure the stoplisting of the card without undue delay;
- 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 keys or identification documents (in terms of Articles 5.3. and 5.4.) or about the theft of the mobile phone (in terms of Article 5.5.), without undue delay, and to request that the police make a written report about this event;
- 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 5.4.) and to request that the authority issues a confirmation of this fact;
- if s/he finds in his/her card statement any 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 Articles 5.3. and 5.4.), the insured is obliged to notify the insurance company of the insured event without undue delay.

10.4.

If an insured event occurs, the insured is obliged to submit the following documents to the insurance company (originals or certified copies):

- in case of theft or robbery - police report;
- 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 the card or keys or documents - affidavit;
- e) in case of loss of 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 the mobile phone - a document (invoice/account statement) proving the purchase of a new mobile phone;
- h) in case of unauthorized use of the stolen mobile phone - detailed billing of services provided within 48 hours following the theft 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;

10.5.

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) to notify the insurance company, without undue delay, that s/he has received damages from another entity;
- d) to ensure the right to damages to another person, who suffered a loss due to the insured event, as well as the right to recourse and settlement.

10.6.

The insured is obliged to prevent the insured event's occurrence. In particular, s/he must not violate the obligations aimed at the prevention or mitigation of the danger which 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.

10.7.

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.

10.8.

The beneficiary is obliged to submit the original or certified copy of the document proving the insured event's occurrence. The insurance company has the right to make a photocopy of the submitted document. 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 11 – Processing of personal data of the insured

11.1.

Personal data processing in connection with the insurance contract

11.1.1.

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.

11.1.2.

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.

11.2.

Consent to process sensitive data in connection with the insurance contract.

11.2.1.

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.

11.2.2.

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.

11.2.3.

Consent to process sensitive data to the extent specified in Article 11.2.2. 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.

11.3.

Consent to share personal data within the group

11.3.1.

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.

11.3.2.

The consent of the insured in compliance with Article 11.3.1. 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.

11.3.3.

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.

11.4.

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

11.5.

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.

11.6.

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, if the Administrator violates the duties, the insured has the right to contact the Office for Personal Data Protection and request the Administrator to take remedial action.

11.7.

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

- the Administrator - Soci t  G n rale 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 and Investičn  kapit lov  spoleēnost 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, to mediate or procure these products and services and to evaluate the data relevant for these purposes, including via email;
- Members of the Financial Group of the Bank (FSKB members) particularly Komerēn  banka, a. s. company registration number (IČ): 45317054 (Bank), Modr  pyramida stavebn  spořitelna, a. s., company registration number (IČ): 60192852; Penzijn  fond Komerēn  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 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 an FSKB member, this entity is listed in the specification of FSKB Members.

Article 12 - Delivering

12.1.

The insured is obliged to inform the insurance company without undue delay about any change of his/her permanent residence address or correspondence address.

12.2.

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

12.3.

The contracting parties are obliged to send written documents to each other to a previously agreed or last known address of the other contracting party. The contracting parties are obliged to send written documents to each other via a holder of a postal licence (hereinafter referred to as the "post"). Written documents intended for the policy holder, insured person or beneficiaries may be delivered to these persons to their own hands through an insurer's employee or another authorized person. The day of delivery to the insurance company is

the day of the actual delivery of the written document to the insurance company's address.

12.4.

Written documents sent to the addressee by standard postal services are usually considered delivered on the third day after the proved sending of the document to the correspondence address, even if the addressee does not know about the delivery.

12.5.

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

12.6.

Written documents of the insurance company sent to the addressee by recorded delivery with delivery confirmation are 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.

12.7.

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

12.8.

If the addressee is not present and the written document was deposited at the post office, it is considered delivered on the last day of the deposit period, even if the addressee does not learn about the deposit. However, if the last day of this period falls on a Saturday, Sunday or bank holiday, the following working day is considered the last day of this period.

12.9.

Written documents of the insurance company sent by post are considered delivered on the day on which the consignment is sent back to the insurance company as non-deliverable due to other reasons.

Article 13 – Correspondence address

The correspondence address is the address of the insurer's contracting partner – Willis, s. r. o., Karlovo n m st  10, 120 00 Prague 2 (especially for correspondence related to insured events), which is the main contact point for handling any matters related to this insurance.

Article 14 – Settlement of disputes

14.1.

Should there be any complaints, it is possible to contact Komerēn  pojišťovna, a. s., Client Service, Karolinsk  1/650, 186 00 Prague 8, or the Czech National Bank (ČNB).

14.2.

The authority responsible for supervision of the insurance company's activities is the Czech National Bank having its registered office: Na Př kop  28, 115 03 Prague 1.