

General Insurance Terms and Conditions

Payment card insurance



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INTRODUCTORY PROVISIONS

1. These General Insurance Terms and Conditions for the Payment Card Insurance GITC PC 2021 (hereinafter "GITC PC 2021") specify the basic scope of rights and obligations of the parties to insurance, i.e. the Insurer and the Policyholder as the Parties, the Insured and any other person with a right or obligation resulting from the insurance.
2. The relevant provisions of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter the "Civil Code") shall also apply to all the Insurance arranged under these GITC PC 2021.
3. The insurances taken out in accordance with GITC PC 2021 are real damage insurances.
4. The GITC PC 2021 constitute an integral part of the Insurance Policy.

ARTICLE I

Insured Event

1. The insured event is an accidental loss-incurring event covered by the Insurance.
2. If the insured event is caused intentionally either by the person exercising its right to indemnity or by a third party on the initiative of that person, the right to indemnity shall only arise in case it has been explicitly agreed or if it is stipulated by the Civil Code or another act.
3. Insured events for individual insurances are further defined by the provisions of the Insurance Policy and/or the Additional Insurance Terms and Conditions.

ARTICLE II

Obligations of the Parties to Insurance

1. The Insured is, in addition to the obligations stipulated in the generally binding legal regulations, also obliged to:
 - a) act in any and all dealings (legal or non-legal, in the case of an act or omission) in such a way that a loss-incurring event does not occur and, in particular, shall not breach the obligations aimed at averting or reducing the perils imposed on the Insured by or based on legal regulations, or which the Insured has accepted in the Insurance Policy, and shall not tolerate the breach of these obligations by third parties. If a loss-incurring event has already occurred, the Insured is obliged to take measures aimed at avoiding further damage,
 - b) notify the Police of the Czech Republic or another appropriate public administration authority, without unnecessary delay, of a loss-incurring event if there is, in relation to the loss-incurring event, a suspicion of a criminal act, an administrative delict or offence,
 - c) if there was a loss-incurring event, the condition caused by the loss-incurring event must not be changed until the affected values of the insurable interest (subject matter of insurance) have been inspected by the insurer or by a person authorised by the insurer, however not later than 10 business days of the notification of the loss-incurring event. However, this does not apply if such change is necessary for safety or hygiene reasons, or to reduce the consequences of the loss-incurring event; in such cases, the insured person is obliged to provide sufficient evidence of the extent of the loss-incurring event, in particular by the retention of the damaged objects insured or their components in photographic or film material, video recordings and testimony of third parties,
 - d) proceed in such a way that the Insurer may exercise a claim for damages or other right against another person in connection with the insured event,

- e) notify the Insurer without delay of the fact that the object insured missing in relation to an insured or loss-incurring event has been found.
2. In addition to the obligations stipulated by the generally binding legal regulations, the Beneficiary is also obliged to notify the Insurer, without undue delay, that the loss-incurring event occurred. The same responsibility lies with any person who notifies the Insurer of the occurrence of the loss-incurring event and who has a legal interest in the indemnity.
3. The Policyholder is, in addition to the obligations stipulated in the generally binding legal regulations, also obliged to
 - a) without undue delay, notify the Insurer in writing of any changes in the circumstances asked of the Insured in writing when negotiating the insurance, in particular the fact that there has been a change or cessation of the insurance peril or the value of the insurance interest (the object insured) or the insured place,
 - b) notify the Insured (if different from the Policyholder), without any unnecessary delay, that he/she has taken out insurance relating to the value of the Insured's insurance interest, and make the Insured acquainted with his/her rights and obligations under the taken out insurance,
 - c) notify the Insurer, without any unnecessary delay, of the fact that he/she has taken out another insurance against the same insured risk relating to the same value of the insurance interest for the same period of insurance with another insurer and inform the Insurer about the business name or title of this another insurer and about the agreed upper indemnity limit.

In case the insurance covers the value of insurable interest of the Insured different from the Policyholder, the Policyholder has the same obligations as the Insured.
4. The Insurer is, in addition to the obligations stipulated in the generally binding legal regulations, also obliged to:
 - a) return to the person exercising the right to indemnity the documents he/she requests and which he/she provided to the Insurer to investigate the existence and extent of the Insurer's obligation to provide indemnity,
 - b) allow the person exercising the right to indemnity to inspect the documents collected by the Insurer during the investigation of the loss-incurring event, and to obtain copies thereof.

ARTICLE III

Inception, Changes and Termination of the Insurance

1. The insurance comes into existence based on an Insurance Policy in writing. The insurance comes into existence on the first day following the day when the Insurance Policy is signed, unless stipulated otherwise in the Insurance Policy.
2. Insurance is taken out for the period specified in the Insurance Policy (the policy period).
3. Changes in the Insurance Policy can be made by agreement of the Parties. The agreement must be made in writing, otherwise it is invalid.
4. In accordance with the Civil Code, the cover does not interrupt during the policy period because of default in paying the premium.
5. In addition to the other reasons set out in generally binding legal regulations, the insurance shall be terminated by a written notice of the Policyholder or the Insurer, which may be filed by the Parties after each loss-incurring event, within 3 months of the date of notification of the occurrence of the loss-incurring event to the Insurer. A one-month notice period commences on the day of delivery of the notice, following which the insurance becomes extinct. In the case of mandatory insurance, this paragraph may only be applied if such a procedure is in accordance with the provisions of Section 2781 of the Civil Code.
6. In case the Policyholder fails to pay the premium even within an additional time limit specified by the Insurer in the reminder, the insurance shall terminate, differently from Section 2804 of the Civil Code, on the day following the futile lapse of that additional time limit.
7. In the event of a change of the owner or co-owner of the object insured the taken out insurance applies to, and this owner or co-owner is not the Policyholder, the insurance does not, differently from the provisions of Section 2812 and Section 2867 of the Civil Code, become extinct by notification of this change to the Insurer. The Insured's rights and obligations under the taken out insurance are assigned from the owner who is not the Insured any longer to the transferee.
8. Unless it is the case under par. 7 of this Article, the property insurance and any covers relating to the ownership right become extinct by notification of a change in ownership or co-ownership to the Insurer.

ARTICLE IV

Insurance Premium

1. The Policyholder is obliged to pay the premium, either regular or lump sum, according to what has been agreed in the Insurance Policy.
2. The premium amount is specified in the Insurance Policy. The Insurer is entitled to verify the correctness of the data decisive for determination of the premium with the Insured.
3. The regular premium is payable as of the first day of the insurance period, while the lump sum premium is payable as of the date of inception of the insurance.
4. In the Insurance Policy, it is possible to agree that the Policyholder will pay the premium (regular or lump sum) in instalments. In this case, under Section 1931 of the Civil Code, it is agreed that if any of the premium instalments is not paid at the latest on the maturity date of that instalment, the remaining part of the premium becomes payable as of that date if the Insurer requests its payment in writing no later than the due date of the following instalment.
5. If the payment of regular premium in instalments is agreed in the Insurance Policy under par. 4 of this Article, the premium shall be payable as follows:
 - a) in the case of biannual instalments, the premium instalments shall be payable on the first day of each insurance period and the date on which the 6-month period ends, calculated from the first day of each insurance period,
 - b) in the case of quarterly instalments, the insurance premium instalments shall be payable on the first day of each insurance period and the date on which the three-, six- and nine-month period ends, calculated from the first day of each insurance period.
6. Unless explicitly agreed otherwise in the insurance policy or unless this is the case of payment of the premium through an insurance broker, the premium shall be deemed to have been paid at the time of its crediting to the Insurer's account or by its payment to the Insurer in cash.
7. The Insurer has the right to the premium for the term of insurance, unless stipulated otherwise in the Civil Code, in these GITC PC 2021 or in the Insurance Policy.
8. If an insured event occurred, due to which the Insurance has been terminated, the Insurer is entitled to premium until the end of the insurance period within which the insured event occurred. In the case of lump sum premium, the Insurer is entitled to the entire insurance premium for the entire period for which the insurance was taken out.

9. In accordance with Section 2785 and Section 2786 of the Civil Code, the Insurer and the policyholder agree that the Insurer has the right, in relation to changes in the conditions decisive for the determination of the amount of the premium, to adjust the amount of the regular premium for the next insurance period. For the purposes of these GITC PC 2021, the changes in the conditions within the meaning of the preceding sentence shall be also understood as the change in the loss ratio.
10. The Insurer is obliged to communicate the newly determined amount of the premium pursuant to paragraph 9 of this Article to the policyholder no later than 2 months before the premium for the insurance period, in which the amount of the premium is to be changed, becomes payable.
11. If the policyholder disagrees with a change in the premium pursuant to paragraphs 9 and 10 of this Article, the policyholder may communicate this disagreement to the Insurer in writing no later than 1 month of the date on which the policyholder became aware of the proposed change in the amount of the premium. In this case, the insurance shall become extinct with the expiry of the insurance period immediately preceding the insurance period for which the Insurer has set a new amount of premium. However, if the Insurer failed to notify the Policyholder of this consequence in the communication pursuant to paragraph 10 hereof, the insurance shall continue to be valid and the amount of the premium shall not change without the Policyholder's agreement.
12. If the policyholder fails to submit its disagreement in writing with the newly set amount of the premium pursuant to paragraph 11 of this Article to the Insurer, the policyholder shall be deemed to agree with the new amount of the premium, including all the obligations resulting thereof.

ARTICLE V

Exclusions from Insurance

1. The insurance does not cover any loss-incurring events occurring:
 - a) as a result of wars, revolts, uprisings or any other violent riots having the nature of revolt or revolution,
 - b) as a result of acts of terrorism, strikes or by intervention of the public authority and in causal connection with them,
 - c) by nuclear energy, radiation of any kind, and radioactive contamination.
 - d) as a result of a defect inherent to the insured item at the time the insurance was taken out, which was or could have been known to the Policyholder or the Insured regardless of whether it was known to the Insurer.
2. The insurance does not cover any loss-incurring events in connection with which the beneficiary knowingly provides, while exercising the right to indemnity, untruthful or grossly distorted substantial information concerning the scope of the insured event, or if the beneficiary conceals any substantial information concerning that insured event.
3. The Insurer shall not provide the Beneficiary with the indemnity if the loss-incurring event occurred as a result of fraudulent or deliberate actions on the part of the Insured or another person at his/her initiative.
4. The Insurer may not provide the Beneficiary with the indemnity if the loss-incurring event occurred as a result of fraudulent or deliberate actions on the part of a person close to the Insured.
5. Further exclusions from insurance might be specified in the other parts of these insurance terms and conditions, follow-up insurance terms and conditions and in the Insurance Policy.

ARTICLE VI

Indemnity

1. All the costs of providing the Insurer's indemnity (new, termed, other) or the degrees of wear and tear shall always be professionally determined by the Insurer, or determined by an eligible person agreed with the Insurer.
2. The Insurer shall provide indemnity in cash in local currency (Czech crown) unless otherwise provided by the generally binding legal regulations.
3. If the Insured is a VAT payer with respect to a legal relationship arising from insurance of items or other property from which the Insurer provides indemnity (hereinafter referred to as VAT payer), the Insurer shall provide the indemnity without VAT, except when the Insured, as a VAT payer, cannot claim VAT deduction for reasons arising from the generally binding legal regulations. The rule ensuing from the previous sentence is in no way affected by whether or not the Insured is a beneficiary.

ARTICLE VII

Deductible

1. The Insurer and the Insured have agreed that a certain part of the property loss arisen in causal connection with an insured event goes to the debit of the Beneficiary (hereinafter also referred to as deductible).
2. The deductible is expressed in the Insurance Policy as a fixed amount, percentage, their combination, or otherwise.
3. Differently from the provisions of Section 2815 of the Civil Code, the Insurer and the Policyholder agree that the deductible is not determined from the value of the property loss arisen in causal connection with an insured event. The deductible is determined from the value of the indemnity the Beneficiary would otherwise be entitled to (upon consideration of all of the provisions of the Insurance Policy regulating the insurance indemnity, such as the provisions of the upper indemnity limit, etc.) before deduction of the stipulated deductible, (hereinafter also referred to as gross amount of indemnity).
4. The Insurer shall subtract the deductible from the amount of gross indemnity. The difference between these amounts, i.e. the gross amount of indemnity and the deductible, is the insurance indemnity the Beneficiary is entitled to for the given insured event.
5. Unless the gross amount of indemnity exceeds the agreed deductible, the Insurer shall not provide any indemnity.
6. The Insurance Policy may also stipulate a non-deducted deductible not to be deducted from the gross amount of indemnity; the indemnity shall not be provided up to the amount of the non-deducted deductible.

ARTICLE VIII

Rescue Costs

1. Rescue costs are expenses purposefully incurred in order to:
 - a) avert the imminent occurrence of an insured event,
 - b) mitigate the consequences of an already occurred insured event,
 - c) fulfil the obligation to remove damaged property insured or its rests for health, environmental or safety reasons.

2. The Insurer shall reimburse:
 - a) rescue costs incurred on saving the life or health of persons in the amount of up to a maximum of 30 % of the upper limit of the indemnity set for the value of insurance interest (object insured) and the insured risk to which the rescue expenses are related,
 - b) other rescue costs up to a maximum of 10 %, always from the upper limit of the indemnity set for the value of the insurable interest (subject matter of insurance) and the insured risk to which the rescue expenses were related, up to a total of CZK 5,000,000 of all insurances agreed under these GITC PC 2021 through one Insurance Policy.
3. The amount of compensation paid in terms of rescue costs is not included in the indemnity.

ARTICLE IX

Special provisions on the form of legal acts relating to insurance

1. For the purposes of insurance-related legal acts performed in the manner agreed in the Insurance Policy, the Insurer and the Policyholder have agreed as follows:
 - a) The Insurer and the Policyholder have agreed that through the Internet application the parties to insurance may only perform such insurance-related legal acts that the application makes technologically possible at the time of such legal acts.
 - b) The activating key for the purposes of insurance taken out under these Insurance Terms and Conditions is a numeric or alphanumeric code delivered to the party to insurance by the Insurer, the correct entering of which is an unbreakable technological requirement of each single access to the Internet application. If any legal act addressed to the Insurer is performed through the Internet application using the activating key, it is presumed that the legal act has been carried out by the party to insurance who has been provided with the activating key by the Insurer. In the interest of the legal safeguard of the parties to insurance, performance of a legal act by the party to insurance addressed to the Insurer through the Internet application may be conditioned, apart from using the activating key, by another security element (e.g. another, i.e. second, numeric or alphanumeric code sent by the Insurer to the party to insurance to perform a legal act, e.g. in the form of a text message to his/her mobile communication device).
 - c) Any legal acts by the party to insurance performed through the Internet application shall be considered as delivered to the Insurer, regardless of the fact whether the Insurer has actually got acquainted with their contents, at the moment the contents of such legal acts by the party to insurance are displayed in the Internet application on the Insurer's side, which shall be acknowledged by the Insurer to the party to insurance electronically through the application by means of an informative text confirming receipt of the legal act by the Insurer.
 - d) Any legal acts by the Insurer performed through the Internet application shall be considered as delivered to the party to insurance, regardless of the fact whether the party to insurance has actually got acquainted with their contents, at the moment they are delivered to the data space of the party to insurance in the Internet application.
 - e) The obligations of all the parties to insurance relating to the use of the Internet application:
 - The party to insurance is responsible for the fact that any insurance-related legal acts or notifications addressed to the Insurer shall only be performed through the Internet application personally by that party to insurance.
 - The party to insurance shall not leave the computer or another communication device through which he/she is using the Internet application unattended during the time he/she is logged into the Internet application, particularly while performing insurance-related legal acts or notifications through the Internet application.
 - The party to insurance shall protect his/her activating key, keep it secret, not communicate it or make it accessible to any third party, and take any usual security measures preventing access of third parties to the activating key.
 - The party to insurance shall, immediately after detection of any suspicion of the fact that the activating key could have been disclosed or made accessible to any third party or abused by any third party, notify the Insurer of that suspicion and proceed in accordance with the Insurer's instructions (particularly, e.g., change the activating key at the Insurer's call and in accordance with the Insurer's instructions, etc.).
 - The party to insurance shall only use, for utilisation of the Internet application, computers or any other communication devices owned by that party to insurance or legitimately used by that party to insurance and equipped with rightfully (legally) acquired and installed software.

ARTICLE X

Common Provisions

1. Written insurance-related legal acts must be made in the Czech language.
2. The addressed legal acts of the Insurer regarding the insurance made in written printed form and the Insurer's notifications made in written printed form (hereinafter also referred to as "documents") shall be delivered to the parties to insurance to the last known address of their place of actual or declared domicile or to the address of the real or registered office. In the case that the policyholder has stated its mailing address in the insurance policy (in the field headed "Mailing address"), it expresses its willingness to receive the Documents to this mailing address, with all legal consequences resulting therefrom, and the documents shall be delivered to this address, but only to an address in the Czech Republic.
3. The Insurance Policy and any insurance taken out under it shall be governed by the laws of the Czech Republic.
4. If the party interested in insurance, the Policyholder, the Insured or the beneficiary is a consumer, it is entitled to the so-called out-of-court resolution of consumer disputes. The materially competent authority for the out-of-court settlement of any consumer disputes arising out of insurance types other than life insurance is the Czech Trade Inspection Authority (website: <http://www.coi.cz/>) or the Office of the Ombudsman of the Czech Insurance Association registered institute (website of the Office of the Ombudsman of the Czech Insurance Association: <https://www.ombudsmancap.cz>).
5. If the party interested in insurance, the Policyholder, the Insured or the beneficiary is a consumer, it is entitled to the so-called alternative resolution of disputes relating to a contractual obligation arising out of an insurance policy concluded online through an online disputes resolution platform operated by the European Commission and available at <http://ec.europa.eu/consumers/odr/>. The e-mail address for communication with ČSOB Pojišťovna, a.s., member of the ČSOB Group, which concludes insurance policies as the Insurer, is: info@csobpoj.cz.
6. The Parties may regulate their mutual rights and obligations by agreement differently from the GITC PC 2021.
7. These GITC PC 2021 become effective on 1 July 2021.

1. **Regular premium** is premium stipulated for the insurance period.
2. **Actual cash value** is the value the item had immediately before the occurrence of the insured event; it is determined on the basis of the replacement value of the item taking account of the level of wear and tear or another depreciation and/or appreciation of the item resulting from its repair, modernization, or otherwise.
3. **Lump sum premium** is premium that is stipulated for the whole period for which insurance was taken out.
4. **Beneficiary** shall mean the person having the right to indemnity on the basis of an insured event. The beneficiary is the Insured, unless stipulated otherwise in the Insurance Policy.
5. **Insurer** shall mean ČSOB Pojišťovna, a.s., member of the ČSOB Group.
6. **Policy period** is the period for which the insurance has been taken out. The policy period is a time period defined by inception of insurance and termination of insurance (insurance for a definite period of time) or just by inception of insurance (insurance for an indefinite period of time). The policy period is specified in the Insurance Policy and does not have to correspond to the period of insurance for which regular premium is paid.
7. **Insured value** is the maximum possible property damage that may result from an insured event.
8. **Insured risk** is a possible cause of occurrence of an insured event.
9. **Insurance peril** is the probability of the occurrence of an insured event caused by the insured risk.
10. **Policyholder** shall mean an individual or legal entity who has taken out the Insurance Policy with the Insurer and who has undertaken to pay the premiums. The Policyholder does not have to be identical to the Insured.
11. **Insurance year** shall mean a time period starting at 00:00 hours on the day specified in the Insurance Policy as the beginning of the insurance and ending upon the elapse of 365 calendar days (in the case of a leap year 366 calendar days) from the beginning of the insurance.
12. **Insured** shall mean the party whose life, health, property, liability or other value of insurable interest the insurance covers.
13. **Indemnity** is, for the purposes of the Insurance arranged under these GITC PC 2021, the sum of indemnities to which the entitled persons are entitled for the insured events occurring under individual Insurance concluded with the Insurer by all the policyholders under these GITC PC 2021 and which (indemnities) have been paid out for these insured events by the Insurer.
14. **Prescribed premium** for the purpose of the insurance arranged under these GITC PC 2021 is the sum of the regular premium for individual insurances under these GITC PC 2021 agreed by all Policyholders with the Insurer.
15. For the purposes of the insurance agreed under these GITC PC 2021, **indemnity reserve** is defined as the reserve sum for indemnity determined by the Insurer within the meaning of Section 61 of Act No. 277/2009 Coll., on Insurance, as amended, and relating to individual insurances arranged under these GITC PC 2021 by all Policyholders with the Insurer.
16. **Loss-incurring event** shall mean the circumstance resulting in damage that could be the reason for establishment of the right to indemnity.
17. For the purposes of the insurance agreed under these GITC PC 2021, the **loss ratio** is defined as the ratio, expressed as a percentage, of
 - the indemnity sum and the indemnity reserve, in the numerator, and
 - the prescribed premium, in the denominator,of every individual insurance under these GITC PC 2021 agreed by all Policyholders with the Insurer.
18. **Party to insurance** refers to the Insurer and the Policyholder as the Contracting Parties, and also to the Insured and any other person having the right or obligation under the personal insurance.