ČSOB Pojišťovna, a.s., member of the ČSOB Group
Masarykovo náměstí 1458, Zelené Předměstí
530 02 Pardubice, Czech Republic
incorporated in the Commercial Register maintained by
the Regional Court in Hradec Králové, Section B, Insert 567,
telephone: **466 100 777**, fax: 467 007 444,
e-mail: **info@csobpoj.cz**, **www.csobpoj.cz**
(hereinafter referred to as the "Insurer")

General Insurance Terms and Conditions

Purchase Protection and Extended Warranty Insurance

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Insurance of Purchase Protection and insurance of Extended Warranty (hereinafter referred to as the "insurance") follow the Insurance Policy concluded between ČSOB Pojišťovna, a.s. , a member of the ČSOB Group, with its registered office at Masarykovo náměstí 1458, Zelené Předměstí, 530 02 Pardubice, Company ID No. 45534306 (hereinafter referred to as the "insurer") and Československá obchodní banka, a.s. (hereinafter referred to as the "policyholder"), these insurance terms and conditions (hereinafter referred to as "PPEW GITC"), Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code"), and related legal regulations. **These PPEW GITC** take effect on 15 October 2024.

The General Insurance Terms and Conditions PPEW GITC constitute an integral part of the Insurance Policy.

The insurances are damage insurances.

PART A. | GENERAL SECTION

The general part of PPEW GITC is common to all insurances.

ARTICLE 1 Terms and their meaning

Valuables are
a) money, i.e. valid domestic and foreign banknotes and coins,
b) valuable documents, i.e. e.g. valid postage stamps, fee stamps, lottery tickets, telephone cards, motorway tax stickers, and any other valuable documents that could be monetised,
c) deposit and cheque books and payment cards,
d) other valuable items that, in view of their relatively small size and low weight, are of a high value, i.e. e.g. jewellery, precious metal products, precious stones, pearls, valuable stamps, coins.

For the purposes of this insurance, the **purchase price** means the price at which the original item was purchased.
Motor vehicle is such a motor-driven vehicle that requires a driver‘s licence to drive, i.e. e.g. garden tractors, snow blowers, electric bicycles are not considered motor vehicles for the purposes of this document.
New price is the amount that has to be spent to reacquire the item of the same or comparable type, quality and utility value in the new condition, in the given place and time.
Beneficiary is the person having the right to indemnity on the basis of an insured event. The beneficiary is the insured person.
The insured person is a natural person who has concluded insurance.
Loss-incurring event means a circumstance that has resulted in damage and that could be the reason for establishment of the right to indemnity.
Party to insurance means the insurer and the policyholder as the parties, and also the insured person and any other person having incurred the right or obligation under the insurance.

ARTICLE 2 Subject matter of insurance

The subject matter of insurance is any movable thing owned by the insured person, which:
a) has been purchased as brand new in the Czech Republic, or in an online shop which has Czech domain and is in the Czech language,
b) has a purchase price including VAT in the minimum amount agreed in the Insurance Policy,
c) has been paid in full by the payment method agreed in the Insurance Policy, and
d) is not excluded in the Insurance Policy or in the PPEW GITC.

ARTICLE 3 Establishment and Term of insurance

1. The insurance is established at the earliest on the day following the day when the person interested in insurance concludes the insurance.
2. The insurance can also be established on the day specified in the offer sent by the policyholder to the potential person interested in

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insurance, provided that the person interested in insurance has not rejected this establishment of insurance within the period specified in the offer.

3. The insurance is arranged for a fixed term of insurance of one year and is automatically extended by one additional year each time.

ARTICLE 4 Termination of insurance

1. The insurance may terminate in particular:
   a) upon the expiry of the term of insurance,
   b) by agreement of the policyholder and the insured person,
   c) by extinction of the insurable interest,
   d) by non-payment of the insurance fee,
   e) on the day when the insured person ceases to be the owner of the account from which insurance fees are collected,
   f) as of the last day of the calendar month in which the insured person notified the policyholder of the cancellation of the insurance,
   g) as of the last day of the calendar month in which the policyholder notified the insured person of the cancellation of the insurance,
   h) on the date of death of the insured person,
   i) in any other way specified in the Civil Code or in the Insurance Policy.
2. The insured person may terminate participation in this insurance by notifying the policyholder of the cancellation of the insurance. In such a case, participation in the insurance shall expire as of the last day of the calendar month in which the notification of cancellation of the insurance was delivered to the policyholder.

ARTICLE 5 Insurance fee

1. The insured person is obliged to pay the insurance fee, the amount of which and other payment aspects are specified in more detail in the policyholder's Fee Price List.
2. More detailed information about the insurance fee can also be specified in the Insurance Policy.

ARTICLE 6 Insurance exclusions

1. The insurance does not cover:
   a) living plants and animals,
   b) food and other food products, perishable goods,
   c) valuables, traveller's cheques, transport documents, securities,
   d) fur, clothing and footwear,
   e) weapons of all kinds,
   f) items of special historical value or special artistic value,
   g) motor vehicles and their trailers, aircrafts, boats, amphibious or hovercraft vehicles,
   h) items used for business,
   i) items already used before purchase or items that have been used as a displayed model for use,
   j) items for which the purchase price has only partially been paid by the policyholder's payment instrument,
   k) components that are replaced several times regularly during the service life of the item, such as fuses, light sources, batteries, filters, toners, etc.
2. The insurance does not cover any loss-incurring events occurring:
   a) as a result of fraudulent practice by the insured person or another person at the insured person's initiative,
   b) due to wear and tear, continuous operation, corrosion, erosion, gradual ageing, fatigue of material, exposure to moisture and the effects of heat and cold,
   c) due to damage to the item that has not affected its perfect technical functionality (e.g. damage by paint, surface dents, scratches),
   d) due to failure to follow the guidelines in the instruction manual to the Item supplied by the manufacturer or distributor,
   e) during transport of the item by the seller or its agent (e.g. carrier) or during handling by the seller,
   f) due to incorrect voltage, fault in the power distribution network,
   g) as a result of acts of war, insurgencies, insurrections or other violent riots, terrorist acts, strikes or public intervention and in a causal connection therewith,
   h) by nuclear energy, radiation of any kind, and radioactive contamination.
3. The insurance does not cover loss-incurring events if, when arranging the insurance, the insured person knew or, taking into account all the circumstances, could have known about the facts that may lead to the occurrence of the loss-incurring event.
4. The insurance does not cover any loss-incurring events in connection with which the insured person knowingly provides, while exercising the right to indemnity, untruthful or grossly distorted substantial information concerning the scope of the insured event, or if the insured person conceals any substantial information concerning that insured event.
5. Other insurance exclusions can be specified in the sections of the PPEW GITC that define individual insurances or in the Insurance Policy.

ARTICLE 7 Indemnity

1. In order for the right to indemnity to arise, it is necessary that the insurance lasts even at the time of the occurrence of the insured event.
2. The indemnity is limited by the indemnity limit, which is specified in the Insurance Policy.
3. The indemnity limit applies to one and all insured events occurring within one year.
4. In the case of damage to the item, repair must be carried out only by an authorised service centre in the Czech Republic.
5. Wear and tear of the item is not taken into account when determining the amount of the indemnity.
6. A prerequisite of the right to indemnity is the submission of purchase documents for stolen, destroyed or damaged items, documents

on the expenditure of repair costs and other documents necessary for the investigation of the loss-incurring event the insurer requests.

7. The indemnity may be reasonably reduced if the insured person violates the obligations stated in these Insurance Terms and Conditions or established by generally binding legal regulations and if the violation of these obligations had a significant effect on the occurrence of the insured event, its course or on increasing the scope of its consequences or on the detection or determination of the amount indemnity. In these cases, the insurer has the right to reduce the indemnity in proportion to the effect this violation had on the extent of the obligation to fulfil.
8. The indemnity may be further reduced if the insured event caused to the insured person or caused by the insured person is in a causal connection with the consumption of alcohol or another addictive substance, specifically in proportion to the effect of such consumption on the extent of the Insurer's obligation to pay the indemnity.
9. In the case that the subject matter of insurance was destroyed or stolen, the Insurer shall provide the insured person with an amount corresponding to the reasonable costs of re-acquisition (purchase or production) of the same or a comparable new item (however, max. up to the amount of the purchase price), possibly reduced by the price of usable remains if the insured item was destroyed.
10. In the case that the subject matter of insurance was damaged, the Insurer shall provide the insured person with the amount corresponding to the reasonable costs of repairing the damaged item, up to the new price (however, max. up to the amount of the purchase price) of the damaged item at the time immediately before the insured event. The Insurer shall reduce the amount so determined by the price of the remains of the parts of the damaged item being replaced. Reasonable repair costs are the price of the repair of the subject matter of insurance or its part, which is customary at the given place at the time of the occurrence of the insured event, without increased costs for speeding up the repair.
11. If an insured event has occurred on an item that is part of a pair or set, the Insurer shall provide the indemnity for the entire pair or set only if the individual items comprising the pair or set cannot be used separately and cannot be replaced individually.
12. The Insurer shall provide indemnity in cash in local currency (Czech crown) unless otherwise provided by the generally binding legal regulations.
13. If the insured person is a payer of the value added tax (hereinafter referred to as "VAT") in a legal relationship arising from insurance of an item or other property from which the Insurer provides indemnity, the Insurer shall provide the indemnity exclusive of VAT, except when the insured person, as a VAT payer, cannot claim VAT deduction for reasons arising from the generally binding legal regulations.

ARTICLE 8 Insured person‘s procedure for reporting loss-incurring events

1. The insured person shall notify ČSOB Pojišťovna of the occurrence of the loss-incurring event at the following contacts
   - by phone on **+420 466 100 777**
   - on the website www.csobpoj.cz, namely: Reporting of a damage – Insurance of the Purchase Protection and the Extended Warranty
   - at the address: ČSOB Pojišťovna, a. s., a member of the ČSOB Group, Department of Liquidation of Insured Events, Masarykovo nám. 1458, 530 02 Pardubice

   When reporting a loss-incurring event, the insured person shall state in particular
   - its identification details (birth number or date of birth) and contact details
   - insurance policy number or more detailed specification of their insurance
   - details of the loss-incurring event, including the fact whether the indemnity claim is applied from the "Purchase Protection" insurance or the "Extended Warranty" insurance

2. Necessary documents, on the basis of which ČSOB Pojišťovna can liquidate the loss-incurring event
   a) in case of **theft of the item** (in the "Purchase Protection" scope of the insurance)
      - a document proving that the item has been fully paid from the insured person‘s account (e.g. account statement or confirmation of payment),
      - a document proving the purchase of the item, its purchase price and date of acquisition (e.g. proof of payment, invoice) and, if necessary, the date of delivery (delivery note),
      - copy of the protocol of the criminal complaint or the official record of the explanation made to the police.

   b) in case of **damage or destruction of the item by any contingency acting on it from the external environment** (within the "Purchase Protection" scope of the insurance)
      - a document proving that the item has been fully paid from the insured person‘s account (e.g. account statement or confirmation of payment),
      - a document proving the purchase of the item, its purchase price and date of acquisition (e.g. proof of payment, invoice) and, if necessary, the date of delivery (delivery note),
      - a document of the incurred cost of the repair, or
      - a confirmation issued by an authorised service centre describing the nature of the damage or a document proving that the item is beyond repair.

   c) in the case of **damage or destruction of the item due to an internal fault** (within the "Extended Warranty" scope of the insurance)
      - a document proving that the item has been fully paid from the insured person‘s account (e.g. account statement or confirmation of payment),
      - a document proving the purchase of the item, its purchase price and date of acquisition (e.g. proof of payment, invoice) and, if necessary, the date of delivery (delivery note),
      - a document proving the length of the contractual quality warranty provided (by the seller, manufacturer), i.e. the warranty period, optimally by means of a warranty certificate,
      - a document of the incurred cost of the repair, or
      - a confirmation issued by an authorised service centre or another document confirming that the cause of the occurrence of the loss-incurring event was an internal defect of the item, or a document proving that the item is beyond repair.
3. ČSOB Pojišťovna may also require the submission of other documents if necessary for the purposes of the resolution of the loss-incurring event.

ARTICLE 9 Insured person's obligations

The insured person is, in addition to the obligations stipulated in the generally binding legal regulations, also obliged:
a) to act in all actions in such a way that the insured event does not occur or to minimize its consequences,
b) to notify the Police of the Czech Republic or another competent public administration authority, without delay, of the loss-incurring event if there is, in relation to the loss-incurring event, a suspicion of committing a criminal offence, an administrative offence or a misdemeanour,
c) if a loss-incurring event has occurred, to ensure sufficient evidence of the extent of the loss-incurring event (e.g. photo documentation or testimony),
d) to notify the Insurer without delay that a loss-incurring event has occurred, to provide a truthful explanation of the occurrence and extent of the consequences of this event, and to submit the necessary documents thereto,
e) to proceed in such a way that the Insurer may exercise, against another person, the right to compensation for damage or another similar right that arose thereto in connection with the insured event.

ARTICLE 10 Common provisions

1. For the purposes of insurance-related legal acts performed in the manner agreed in the Insurance Policy, the Insurer and the policyholder agree as follows:
   a) 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) any legal acts carried out by the parties to insurance through the internet application shall be considered to have been delivered at the moment of their delivery to the data space of the party to insurance in the internet application.
2. Written insurance-related legal acts must be made in the Czech language.
3. The Insurance Policy and the insurance concluded therein shall follow Czech law.

PART B. | PURCHASE PROTECTION INSURANCE

ARTICLE 11 Terms and their meaning

Stealing/Theft means theft by burglary or by robbery.
Theft by burglary is the appropriation of the item in a manner in which the perpetrator overcomes the barriers protecting the item from theft and takes possession of it in one of the following ways:
a) the perpetrator entered the enclosed space by accessing it with tools not intended for its proper opening or in another destructive manner, during which the perpetrator overcame the construction (shell) of the enclosed space,
b) the perpetrator hid in the enclosed space and after locking it the perpetrator took the item, left the enclosed space, and after the theft there were evident traces in the form of damage to the surrounding property or on the shell of the enclosed space,
c) the perpetrator opened the enclosed space or a box used for storing items (e.g. a vault) with an original key or its duplicate, which the perpetrator had evidently obtained by theft by burglary or by robbery.

Robbery means taking possession of the item in the way the perpetrator uses violence, or threatens with immediate violence, against the insured person or another person acting in the name of the insured person.
Enclosed space means a building space whose walls, ceiling and floor are of common solid building materials, e.g. brickwork with a minimum thickness of 150 mm or other materials providing the same resistance to overcome them. Walls with glass-concrete blocks (lux spheres) are also considered to be a common solid material. Opening fillers in the boundary structures (in the shell) of this space (or these structures themselves) must be closed from the inside by a locking mechanism and, if openable from the outside, must be locked with locks. The enclosed space shall also be deemed to include an enclosed body of a vehicle or a lockable cabin of a vessel.

ARTICLE 12 Insured event

1. Purchase Protection insurance covers the following cases:
   a) theft of the subject matter of insurance,
   b) damage or destruction of the subject matter of insurance as a result of external influences (i.e. other than due to an internal fault), as a result of a contingency that is not excluded in the Insurance Policy or in the PPEW GITC.
2. The insured event must occur within 12 months immediately following the date of purchase of the subject matter of insurance or the date of its delivery if it occurred later.

ARTICLE 13 Insurance exclusions

The Purchase Protection insurance does not apply to loss-incurring events excluded in the general part of the PPEW GITC, specifically in Article 6, and also to loss-incurring events arising:
a) due to loss of the Item other than by theft,
b) due to theft of the item from a vehicle or a vessel, except where the item has been concealed and stored in a properly closed and locked vehicle or closed and locked cabin of a vessel and has not been visible from the outside, and where the vehicle or cabin of the vessel has been forcibly entered and where proof of the forcible entry is presented by the insured person at the time of asserting claim for the indemnity.

PART C. | EXTENDED WARRANTY INSURANCE

ARTICLE 14 Terms and their meaning

Internal fault means the non-functioning or failure of the functions of the item without the action of external influences, caused in particular by technical or mechanical failure, design defect, defect in material or casting, manufacturing defect or defective assembly, imbalance, centrifugal force.

Warranty period means the period:

a) of 2 years (24 months) from the purchase/acceptance of the item, during which time the consumer as the buyer may assert rights arising from defective performance as a result of liability for defects arising by operation of law (within the meaning of Section 2158, Section 2165 et seq. of the Civil Code), or

b) during which the contractual warranty for quality provided by the warranty provider (seller, manufacturer) is valid, all within the meaning of Section 2113 et seq. of the Civil Code.

If the warranty period under clause (a) or (b) of the above paragraph is different, the period which is more favourable to the insured person, i.e. the longer period, shall always apply for the purposes of this insurance.

ARTICLE 15 Insured event

1. Extended Warranty insurance covers the following cases:
   a) damage or
   b) destruction of the subject matter of insurance
   an internal fault that is not excluded further in the Insurance Policy or in the PPEW GITC, provided that such an internal fault of the subject matter of insurance is not covered by the warranty period at the same time.
2. The insured event must occur within 12 months immediately following the expiration of the warranty period.

ARTICLE 16 Insurance exclusions

The Extended Warranty insurance does not apply to loss-incurring events excluded in the general part of the PPEW GITC, specifically in Article 6, and further to loss-incurring events arising during the warranty period, i.e. for damages that are covered by liability for defects or warranty for quality.

ARTICLE 17 Indemnity

1. In the case of claiming indemnity from the contractual quality warranty (by the seller, manufacturer), it is a prerequisite to prove the warranty period, optimally by means of the warranty certificate of the item.
2. In the case of claiming indemnity from the liability for defects, it is a prerequisite to prove the acquisition/purchase document of the item.