## **Internet risk insurance**

## **Insurance Product Information Document**

Company: ČSOB Pojišťovna, a. s., member of ČSOB holding, the Czech Republic



Complete pre-contractual and contractual information about the product can be found in other documents, namely in the General Insurance Terms and Conditions for the Internet risk insurance (hereinafter referred to as the "GITC IRI 2022"), or in the Product Info Sheet.

### What is this type of insurance?

Legal protection insurance and financial loss insurance for cases of danger related to the use of the internet. This is a collective insurance, where the parties to insurance policy are ČSOB Pojišťovna, a. s., as the insurer, and Československá obchodní banka, a. s., as the policyholder, the customer is the insured person.

## What is the subject matter of insurance?

#### LEGAL PROTECTION INSURANCE AND FINANCIAL LOSS INSURANCE

- in the event of the need to protect and promote the legitimate legal interests of the insured person and the financial losses incurred by the insured person in connection with:
  - internet shopping;
  - the insured person's identity misuse via the internet;
  - unauthorised use of the insured person's payment card or other electronic means of payment;
  - damages to the reputation of the insured person via the internet or social media.

The insurance includes assistance services.

More detailed information regarding the subject matter of insurance and the insured risks covered by the insurance can be found in the GITC IRI 2022, in the articles regulating the subject matter of insurance, or in the Product Info Sheet.

#### Indemnity

- The upper limit of the indemnity is determined by the sum insured or the indemnity limit. The indemnity limit is the upper limit of the sum of indemnities for all insured events occurring during the period of one insurance year (if the insurance is concluded for a shorter period, then during the policy period).
- Deductible may be arranged together with the insurance.

More detailed information regarding the indemnity can be found in the GITC IRI 2022, in the articles regulating the indemnity, or in the Product Info Sheet.



#### Where does the insurance coverage apply to me?

✓ The insurance is arranged with the territorial scope of the whole world.



#### The insurance does not cover loss-incurring events:

- in connection with which the entitled person knowingly provides untruthful or grossly distorted substantial information concerning the scope of the insured event, or if the entitled person conceals any substantial information concerning this insured event;
- caused intentionally by a party exercising the right to indemnity, or by a third party on the initiative of this party, unless the insurance policy expressly provides otherwise or unless otherwise provided by law.

Exclusions from the insurance are included in the GITC IRI 2022, in the articles regulating exclusions from the insurance and limitations of the indemnity, or in the Product Info Sheet.

## Are there any limitations in the insurance coverage?

In some cases, the indemnity may be limited or reduced. These situations are stated in the GITC IRI 2022, in the articles regulating exclusions from the insurance and limitations of the indemnity, or in the Product Info Sheet.

#### What are my responsibilities?

In addition to the obligations stipulated by generally binding regulations, the parties to insurance are obliged to comply in particular with the following obligations specified in the GITC IRI 2022, or in the Product Info Sheet:

#### The party to insurance is especially obliged to:

- When arranging the insurance, the insured person is obliged to state all information truthfully and completely. During the insurance, the insured person is obliged to notify
  the insurer, without undue delay and in writing, of all changes in the facts about which the insured person was asked when arranging the insurance.
- In all its actions, it must act in such a way that the loss-incurring event does not occur, in particular it must not violate the obligations aimed at averting or reducing the danger and also it must not accept the violation of these obligations by third parties.
- If the loss-incurring event has already occurred, the insured person is obliged to take measures aimed at avoiding further damage. Furthermore, it is obliged not to change the condition caused by the loss-incurring event until the affected values of the insured interest have been inspected by the insurer or by a person authorised by the insurer. 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.
- Moreover, the insured person is obliged to notify the insurer and appropriate public administration authority, without undue delay, of the loss-incurring event if there is, in relation to the loss-incurring event, a suspicion of committing a crime, an administrative offense or an offense. The party to insurance is obliged to provide a true explanation of the origin and extent of the consequences of this event and to submit the necessary documents thereto.

## When and how to make payments?

The insurance premium is arranged as regular. The insurance premium is paid by the policyholder, i.e. by Československá obchodní banka, a. s. (hereinafter referred to as "ČSOB"). The insured person pays an insurance fee to ČSOB. The amount of the insurance fee is specified in the Fee Price List. The length of the policy period is 1 year.

More detailed information regarding the insurance premium and the insurance fee can be found in the GITC IRI 2022, in the articles regulating the insurance premium, in the Product Info Sheet, or in the Fee Price List.

### When does the insurance coverage start and end?

#### The insurance arises:

- on the day following the day on which the insured person confirms the interest in the origin of the insurance through the ČSOB service, which establishes this insurance (for example SmartBanking),
- for the ČSOB Premium service, on the day following the day on which the insured person signs the Premium Account Agreement, which states this specific insurance,
- for the Private Banking service, on the day following the day on which the insured person signs the Private Account Agreement, which states this specific insurance,
- on the day following the day on which the insured person concludes the contract on the origin of another service, which establishes this insurance.

#### The insurance is agreed for an indefinite period.

More detailed information regarding the origin and termination of the insurance can be found in the GITC IRI 2022, or in the Product Info Sheet.

## W How can I terminate the policy?

The insurance policy may be terminated only by the policyholder, which is ČSOB. The insurance may be terminated by a written application of the insured person to cancel the insurance addressed to the policyholder. The insurance terminates on the day following the delivery of the application.

#### The insurance terminates on the day when:

- the insured person ceases to be the owner of the ČSOB Premium or the ČSOB Private Banking services;
- the insured person concludes a conversion contract for another insurance within the ČSOB Premium or the ČSOB Private Banking services.

#### The insurance may also terminate in particular:

- by an agreement between the insured person and the policyholder on the basis of an application for cancellation of the insurance;
- by non-payment of the insurance fee;
- upon expiry of the period for which it was agreed;
- by termination of the insurance interest;
- on the date of death of the insured person;
- in another way specified in the insurance policy or in the Civil Code.

More detailed information regarding the termination of the insurance can be found in the GITC IRI 2022, in the articles regulating the termination of the insurance, or in the Product Info Sheet.





## **Product Info Sheet**

Insurer's Information for Prospective Buyers

The insurance is governed by the General Insurance Terms and Conditions for the Internet Risk Insurance (hereinafter referred to as the "GITC IRI 2022"), which are available on the website **www.csob.cz**, and by the relevant provisions of generally binding legal regulations.

This insurance is a collective insurance, where the parties to insurance policy are ČSOB Pojišťovna, a. s., as the insurer, and Československá obchodní banka, a. s., as the policyholder. Participation in the insurance is provided to the customer by the policyholder. The customer thus becomes the insured person on the basis of its legal relationship with the policyholder, the customer does not have a direct contractual relationship with the insurer.

## **Product Information**

The insurer arranges the internet protection Insurance in the following scope:

## Internet risk insurance in the "Family" option

The insurance in the "Family" option applies to the insured person explicitly listed in the application for the insurance and to all other persons who share the household with the insured person as of the date of the insured event.

Internet risk insurance offers **legal protection insurance** and **financial loss insurance** in the case of danger associated with the use of the internet and cashless payments. In addition, the insurance includes also **assistance services**.

The insurance provides protection and assistance in the following cases:

## Purchase of goods or services

The insurance applies to cases of **non-delivery, partial delivery or incomplete delivery of goods or services** purchased on the internet from an e-shop operator. If the insured event occurs, the insurer shall provide **legal protection** and **professional assistance** (especially in the **complaint procedure**) and shall provide any **financial compensation** for the financial loss incurred in relation to ordered goods up to **CZK 50,000**.

## Misuse of the insured person's identity

The insurance applies to fraudulent actions of a third party involving the unauthorised use of identification or authorisation data of the insured person on the internet, which results in financial loss incurred by the insured person. This may primarily include:

- misuse of name, personal ID number, personal documents, address, phone number, e-mail, IP address, password, IBAN, etc.

#### - fraudulent loans, purchases, etc.

If the insured event occurs, the insurer shall provide **legal protection** and any **financial compensation** for the **financial loss** incurred up to **CZK 250,000**.

# Unauthorised use of the insured person's payment card or other electronic means of payment

The insurance covers unauthorised use of the insured person's payment card or other electronic means of payment, as a result of which the insured person incurs financial loss.

These can be, for example:

- ATM cash withdrawal by a third party from the bank account of the insured person, unknown to or not approved by the insured person,
- payment made using the insured person's payment card by a third party from the bank account of the insured person, unknown to or not approved by the insured person.

If the insured event occurs, the insurer shall provide legal protection and financial compensation for the financial loss incurred up to CZK 50,000.

## Reputation damaged via the internet and social media

The insurance covers damages to the reputation of the insured person via the internet or social media. This may primarily include:

- unlawful publication of the damaging personal information on the internet (defamation, insult, illegal disclosure of private information)

#### - misuse of forums and social media

If the insured event occurs, the insurer shall provide **legal protection** and possibly arrange for and cover the cost of **technical measures** to eliminate or hinder access to the negative information up to CZK 50,000.

## Assistance services

As a part of the agreed insurance, the insurer shall provide the insured person with **remote assistance upon request**, i.e. advice and support regarding the use of computer technology (hardware and software) and other electronic devices. **Remote IT assistance** can be provided in the form of a **telephone consultation** or **remote (via the internet) communication with the service provider**.

## Reporting Loss-Incurring Events

Contact details for reporting insured events from the internet risk insurance, any questions regarding this insurance, and for sending all relevant correspondence thereto.

Telephone line: +420 466 100 777

E-mail: internetovarizika@csobpoj.cz

The telephone line is available from Monday to Sunday, 24 hours a day.

# Provisions of the insurance terms and conditions which the Client may not reasonably expect

By way of derogation from the GITC IRI 2022, it is agreed that the insurance also covers disputes between the policyholder and the insured person.

The insurance is agreed in the "Family" option and applies to the insured person explicitly stated in the application for the insurance and to all other persons who share the household with the insured person as of the date of the insured event.

Financial compensation for the financial loss incurred due to internet shopping is only claimable when the complaint procedure within the legal protection fails to be resolved within **3 months** of the moment when the insurer received all the underlying materials it requested to resolve the insured event.

If the **identity of the insured person on the internet is misused**, the insurer shall reimburse the former for the **financial loss incurred** only if the provided **legal protection** has failed to reach the **compensation for the damage** within **3 months** from the moment when the insurer received all the underlying materials it requested to resolve the insured event.

If, during the investigation of the loss-incurring event, the insurer assesses the prospects of legal protection as insufficient or unsubstantiated, it shall immediately notify the insured person thereof. In this case, the entitled person is **not entitled to the indemnity**. In such case, the insured person may seek legal protection at its own expense. If the insured person succeeds, the insurer shall also provide the former with the indemnity pursuant to the GITC IRI 2022.

The indemnity limit agreed in the insurance policy and in the insurance terms and conditions applies to one and, at the same time, all insured events that occurred during one insurance year, unless otherwise agreed in the individual insured risks.

## **General Information on the Insurance**

### 1. Insurance premium and fees

- The insurance premium is arranged as regular. The insurance premium is paid by the policyholder, i.e. by Československá obchodní banka, a. s. (hereinafter referred to as "ČSOB").
- No fees are charged beyond the insurance premium.
- The insured person pays an insurance fee to ČSOB. The amount of the fee is specified in the Fee Price List, the fee is usually collected on the 15th day of the month.

## 2. Information on the Insurance Policy and the Insurance

- The insurance is linked to the ČSOB Premium service, the ČSOB Private Banking service, or another ČSOB service, that establishes this insurance.
- The insurance is agreed for an indefinite period.
- Legal actions relating to the insurance must be conducted in the Czech language.

# 3. Practical instructions and information on the possibility of withdrawal from the insurance policy

- The insured person is not a party to insurance. The insured person is, therefore, not a policyholder and has no right to withdraw from the insurance policy or to terminate the insurance policy.
- The insured person may terminate the insurance by a written application to cancel the insurance addressed to the policyholder.
- The insurance shall terminate on the day when:
  - the insured person ceases to be the owner of the ČSOB Premium or the ČSOB Private Banking services;
  - the insured person concludes a conversion contract for another insurance within the ČSOB Premium or the ČSOB Private Banking services.
- The insurance may also terminate in particular:
  - by an agreement between the insured person and the policyholder on the basis of an application for cancellation of the insurance;
  - by non-payment of the insurance fee;
  - upon expiry of the period for which it was agreed;
  - by termination of the insurance interest;
  - on the date of death of the insured person;
  - in another way specified in the insurance policy or in the Civil Code.

The provisions of Section 2786 of the Civil Code on the change of the insurance premium amount do not apply.

## 4. Dispute Resolution

- The insurance and the relationship between the insured person, the policyholder and the insurer are governed by the Czech law.
- Courts with substantive and territorial jurisdiction in the Czech Republic are intended for judicial resolution of disputes arising from the insurance.
- Complaints, including complaints against the insurance broker, may be sent to the address of the insurer's registered office or submitted through the insurance broker. The Insurer shall notify the complainant, without undue delay, of the receipt of its complaint, as well as of the manner and timeframe of the resolution thereof. Subsequently, the Insurer shall inform the complainant of the complaint resolution in writing. The complainant may refer, with its potential complaint, to the Czech National Bank as the financial market supervisory body responsible also for the insurance industry.
- The Insurer shall always follow the Code of Ethics issued by the Czech Insurance Association (available at www.cap.cz).
- If the prospective buyer, policyholder, insured, or beneficiary is a consumer, he/she is entitled to:
  - Out-of-court settlement of a consumer dispute. 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 (www.coi.cz) or the Office of the Ombudsman of the Czech Insurance Association registered institute (www.ombudsmancap.cz).
  - The complete list of entities entrusted with the out-of-court settlement of consumer disputes is available on the website of the Ministry of Industry and Trade (www.mpo.gov.cz/cz/ochrana- spotrebitele/).
- The email address for communication with ČSOB Pojišťovna, a.s., member of the ČSOB Group, which concludes insurance policies as the insurer, is: info@csobpoj.cz.
- The report on the insurer's solvency and financial situation can be found on the insurer's website (in "Who we are" section, "Obligatory disclosed information") on the website www.csobpoj.cz/o-spolecnosti/kdo-jsme.
- Internet risk insurance in another option can also be arranged separately from the insurer. More detailed information on the internet risk insurance arranged separately can be found at www.csobpoj.cz, or at any branch of the insurer.

## 5. Breach of Duties

- Breach of the duties stated in the insurance policy, insurance terms and conditions or in law may lead to a reduction or non-provision of the indemnity, refusal of the indemnity, withdrawal from the insurance policy, or termination of the insurance (even without notice) and in the case of liability insurance also to the obligation to pay what the insurer has paid to the damaged person on behalf of the insured person. In the event of a breach of the duties related to the investigation of a loss or an insured event by a party to insurance, the insurer may be entitled, against the party to insurance, to reimburse the costs incurred by the insurer for the investigation of the loss or the insured event.
- By a breach of the policyholder's duties to pay the insurance premium properly and on time, the policyholder may be obliged to pay the fees and interest of the receivable from the outstanding insurance premium, especially default interest and costs associated with its application (e.g. costs of sent reminders to pay the insurance premium, etc.).

## 6. Additional information about the policyholder

- ČSOB as a policyholder mediates insurance for only one insurer ČSOB Pojišťovna.
- The share of ČSOB in the share capital of ČSOB Pojišťovna is 0.245 %. The share of ČSOB in the voting rights of ČSOB Pojišťovna is 40 %. The difference between the share in the share capital and the share in the voting rights is the result of the agreement on voting rights in the scope of 39.755 % between ČSOB and KBC Verzekeringen NV. The controlling entity exercising indirectly (through KBC Verzekeringen NV) a decisive influence on the management of ČSOB Pojišťovna is KBC Group NV. The company has an indirect share (through KBC Bank NV) in the share capital and voting rights of ČSOB of 100 %.
- ČSOB is remunerated by ČSOB Pojišťovna for insurance brokerage. The amount of the remuneration depends on the volume of insurance, the number of insured persons and other predefined criteria.

#### Information about the insurance company

#### ČSOB Pojišťovna, a. s., member of ČSOB holding

Masarykovo náměstí 1458, Zelené Předměstí 530 02 Pardubice, Czech Republic Company ID No.: 45534306, Tax ID No.: CZ699000761, incorporated in the Commercial Register maintained by the Regional Court in Hradec Králové, Section B, Insert No. 567 **Phone: 466 100 777**, fax: 467 007 444, **www.csobpoj.cz** 

#### Core business of the Insurer:

Insurance activities under Act No. 277/2009 Sb., on Insurance, as amended

#### Name and address of the supervisory authority: Czech National Bank, with its registered office at Na Příkopě 28, 115 03 Prague 1

#### Policyholder

Československá obchodní banka, a. s. Radlická 333/150, 150 57 Prague 5, Company ID No.: 00001350 Incorporated in the Commercial Register kept by the Municipal Court in Prague, Section B XXXVI, Insert 46 Phone: 495 300 300, www.csob.cz