

General Insurance Terms and Conditions

Internet Risk Insurance



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PART A. | GENERAL PART

| ARTICLE 1 | Opening Provisions |
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| 1. | These Internet Risk Insurance General Insurance Terms and Conditions IRI GITC 2022 (hereinafter referred to as the " GITC ") specify the basic scope of rights and obligations of the parties to insurance, i.e. the Policyholder and the Insurer, as the parties, the Insured and any other party 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 referred to as the " Civil Code "), shall also apply to all the insurance arranged under these GITC. |
| 3. | The insurance arranged under these GITC is loss insurance. |
| 4. | These GITC constitute an integral part of the Insurance Policy. |
| ARTICLE 2 | Scope of the Insurance Coverage |
| 1. | The Insurance Policy, negotiated according to these GITC, always includes legal protection insurance and insurance of financial losses . Insurance is arranged for the need to protect and enforce the Insured's legitimate legal interests and claim the financial losses incurred by the Insured in connection with: <ol style="list-style-type: none"> buying goods or services online, misuse of the Insured's identity via the Internet, unauthorised use of payment cards and other electronic payment instruments, damage to the Insured's reputation via the Internet or social networks. |
| 2. | The Insurance Policy also provides for assistance services . |
| 3. | In accordance with these GITC, the following claims arise from the insurance: <ol style="list-style-type: none"> In the case of an insured event arising from the insurance of financial losses agreed by the Insurance Policy according to these GITC, the Insurer shall provide the entitled person with a financial indemnity in the scope and amount according to the provisions of Articles 11, 14 and 16 of these GITC. During the term of insurance of financial losses agreed by the Insurance Policy under these GITC (regardless of whether or not a loss-incurring or insured event has occurred), the Insurer shall provide the Insured with non-financial performance under the legal title of assistance services, namely performance consisting in the provision of professional information, advice, support or consultation in the field of the use of information technology, whether in the field of hardware or software operation (hereinafter also referred to as "remote IT assistance"), to the extent and under the conditions set out in Article 7 of these GITC. In the case of an insured event arising from legal protection insurance under an Insurance Policy under these GITC, the Insurer shall provide the entitled person with a financial indemnity to cover the costs of the Insured (in particular, the costs of legal representation of the Insured by a lawyer, the costs of judicial proceedings, the costs of securing evidence to prove the claims of the Insured, e.g., the costs of drawing up an expert report, etc.) related to legal protection and the application and enforcement of the legitimate legal interests of the Insured to the extent and in the amount as provided in Article 22 of these GITC. If a loss-incurring event occurs under legal protection insurance agreed in the Insurance Policy according to these GITC, the Insurer shall provide the Insured with non-financial performance under the legal title of assistance services, namely performance consisting in providing initial professional legal information, advice or consultation (not requiring cooperation with the legal representative of the Insured or a lawyer in terms of their content and nature), in the area of legal or contractual (if the Insured provides the Insurer with the necessary contractual documents) regulation (including relevant case law and any relevant legal theory), in the area of legal or contractual (if the Insured provides the Insurer with the necessary contractual documents) possibilities of resolving the Insured's loss-incurring event and in the area of legal prospects for the legal success or failure of the Insured related to the loss-incurring event, to the extent and under the conditions set out in Article 22 of these GITC. Non-financial performance under the legal title of assistance services according to the previous sentence is provided by the Insurer through its own professionally and legally competent employees or employees of the Insurer's contractual partner, i.e., employees of the assistance company through which the Insurer provides assistance services under these provisions of the GITC. |

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| ARTICLE 3 | Territorial Scope |
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1. The insurance is arranged with the territorial scope of the whole **world**.

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| ARTICLE 4 | Insured Persons |
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1. The insurance can be arranged in the “**Single**” or “**Family**” variant.
2. Insurance taken out in the “**Single**” variant applies only to the Insured explicitly named in the Insurance Policy.
3. Insurance taken out in the “**Family**” variant applies to the Insured explicitly named in the Insurance Policy and all other persons living in the same household with the Insured at the time of the insured event.

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| ARTICLE 5 | Insured Event |
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1. The insured event is an accidental loss-incurring event covered by the insurance.
2. An insured event is determined by the following **subject-matter and temporal** definitions:
 - a) **subject-matter definition:** an insured event shall be deemed to be a legal or factual circumstance (e.g., fraudulent practice) which has resulted in the need to protect or promote the Insured's legitimate interests in the field of legal relations within the scope of these terms and conditions and which occurred after the commencement of insurance. An insured event shall also be deemed to be injury suffered by the Insured as a result of a legal or factual circumstance as referred to in the first sentence of this paragraph.
 - b) **temporal definition:** the moment of the occurrence of the insured event shall be deemed to be the time when the legal or factual circumstance referred to in clause a)(2) of this Article first occurred.
3. The insured event is defined in more detail in Part B of these GITC and the provisions of the Insurance Policy.
4. The prerequisite for the right to indemnity is that the loss occurred during the term of insurance agreed with the Insurer.

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| ARTICLE 6 | Indemnity |
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1. 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.
2. The Insurer shall provide indemnity up to the limit according to these GITC and the Insurance Policy.
3. The sum of indemnities paid for the insured events occurring in one insurance year (if the insurance is agreed for a shorter period, during the term of insurance) may not exceed the indemnity limit stated in the Insurance Policy unless agreed otherwise in the Insurance Policy.
4. The Insurer shall provide indemnity in local currency (Czech crown) unless otherwise provided by the generally binding legal regulations.

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| ARTICLE 7 | Remote IT Assistance |
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1. Within the scope of the agreed insurance, the Insurer shall provide the Insured with **remote IT assistance** upon request. The precondition for the provision of the **remote IT assistance** service in the form of remote connection is that the Insured has a functional Internet connection.
2. **Remote IT assistance** will be provided only to the extent of:
 - a) advice on the installation and use of any hardware and equipment such as desktop computers, tablets, mobile phones, TVs, digital video cameras, etc. A precondition is the possibility to download the user manual for the specific device from the Internet in Czech or English.
 - b) support in installing, setting up and using common software such as word processors, spreadsheets, web browsers, antivirus software, music and video playback programs, etc. A precondition for providing IT assistance for the above-mentioned software is the fact that the Insured requests IT assistance for a version of the software that is supported either by the manufacturer or the creator of the software at the time of the request for IT assistance.
3. As part of the **remote IT assistance** service, the Insured is entitled to assistance in the form of telephone consultation or remote Internet connection with the service provider in order to obtain user support in the use of a personal computer or other equipment, up to four times a year. The duration of one intervention of the service provider (telephone consultation or remote connection) is set to a maximum of 30 minutes.
4. The Insurer will not provide **remote IT assistance**:
 - a) where the Insured requests support for software that was not legally acquired;
 - b) for servers and applications specifically developed for MS Office or other software with specific administration;
 - c) in the event of Internet connection problems caused by a connection or external device (e.g., modem) failure on the part of the Internet service provider.

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| ARTICLE 8 | Exclusions from Insurance |
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1. None of the insurance concluded pursuant to these GITC shall apply to loss-incurring events where the Insured knew at the time of taking out the insurance or, having regard to all circumstances, could have known about circumstances that may lead to a loss-incurring event.
2. Furthermore, none of the insurance taken out under these GITC shall cover loss-incurring events related to:
 - a) disputes between the Policyholder and the Insured and among the insured persons,
 - b) disputes between the Insured and persons affiliated with the Insured.
3. The insurance does not cover any loss-incurring events in connection with which the entitled 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 entitled person conceals any substantial information concerning that insured event.
4. 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.

PART B. | INSURED PERILS

BUYING GOODS OR SERVICES OVER THE INTERNET

| ARTICLE 9 | Insured Event – Buying Goods Over the Internet |
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| 1. | The insurance covers cases of the need for legal protection and financial losses incurred in connection with non-delivery, partial delivery or incomplete delivery of goods (movable items) purchased via the Internet from an online shop operator. |
| 2. | The insurance covers only goods: <ul style="list-style-type: none">a) which were purchased as new,b) the price of which has been duly paid by the Insured, as the buyer,c) with the purchase price of the entire purchase with an indemnity limit from CZK 650 to CZK 50,000. |
| 3. | The insurance covers only goods: <ul style="list-style-type: none">a) which were delivered defective, damaged, incomplete, or different from the goods ordered, orb) which were delivered more than five days later (EU-based online shop) or more than ten days later (non-EU-based online shop) than agreed, orc) which were not delivered at all. |
| ARTICLE 10 | Insured Event – Buying Services Over the Internet |
| 1. | The insurance covers cases of the need for legal protection and financial losses incurred in connection with the ordering or provision of the services referred to in clause 2 of this Article, ordered and paid or partially paid to an online shop operator. |
| 2. | Insurance for the purchase of services via the Internet covers only the following services : <ul style="list-style-type: none">a) train tickets, long-distance bus tickets, airline tickets,b) tickets to cultural, sporting and other similar events and activities,c) gift vouchers,d) postage and vignette stamps,e) ordering accommodation or tours. |
| 3. | The insurance covers only services: <ul style="list-style-type: none">a) with the purchase price of the entire purchase with an indemnity limit from CZK 650 to CZK 50,000,b) which were provided in violation of the contract concluded with the online shop operator or which have not been provided at all. |
| ARTICLE 11 | Indemnity |
| 1. | In the case of an insured event, the Insurer shall provide legal protection against the online shop operator for the purpose of proper delivery of the ordered goods or services, refund of the price paid for the goods or services, or granting a reasonable discount. The legal protection of the Insured according to the previous sentence means, in particular, the assertion of rights from defective performance by the Insured against the seller (especially in the form of professional assistance in the complaint procedure). |
| 2. | In the event the Insured fails, either by using assistance services or through legal protection , to achieve proper satisfaction of his/her rights from the defective performance against the seller (successfully resolve the claim) within three months of the moment when the Insurer received all the documents the Insurer had requested to resolve the insured event, the Insurer shall provide the entitled person with financial compensation for the damage to compensate the Insured for the financial loss in an amount equal to the purchase price paid by the Insured for the ordered goods, but not exceeding the indemnity limit of CZK 50,000 per insured event. |
| ARTICLE 12 | Exclusions from Insurance |
| 1. | The insurance does not cover: <ul style="list-style-type: none">a) purchase of animals and plants,b) purchase of securities (e.g., shares, bills of exchange), except for securities referred to in Article 10(2d),c) purchase of perishable goods,d) purchase of weapons of all kinds,e) purchase of digital data of any kind, unless it is on a data carrier (e.g., a compact disc),f) purchase of goods or services bought on auction portals,g) purchase of services bought on discount portals,h) goods or services the acquisition or possession of which is prohibited by law, pornography, erotic services or goods or services whose content or use is contrary to good morals,i) goods that have not been delivered to the Insured due to intervention by a customs authority or other public authority. |

MISUSE OF THE INSURED'S IDENTITY ON THE INTERNET

| ARTICLE 13 | Insured Event |
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| 1. | The insurance covers cases of the need for legal protection and financial losses incurred in connection with the unlawful conduct of a third party consisting in the unauthorised use of the Insured's identification details or authorisation data via the Internet , resulting in financial loss to the Insured: <ul style="list-style-type: none">a) by unauthorised collection of funds by a third party from the Insured's account, orb) by the incurrence of a debt by the Insured. |
| 2. | Identification details are, in particular: <ul style="list-style-type: none">a) birth certificate number,b) identity card number,c) passport number,d) driver's licence number,e) address,f) telephone number. |
| 3. | Authorisation data is, in particular: <ul style="list-style-type: none">a) usernames,b) login credentials,c) passwords,d) IP addresses,e) email addresses,f) bank card and account numbers. |

| ARTICLE 14 | Indemnity |
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| 1. | In the case of an insured event, the Insurer shall provide legal protection for the purpose of: <ul style="list-style-type: none">a) exercise of the Insured's rights to recover the Insured's stolen funds,b) discharge of the Insured's debt. |
| 2. | In the event the Insured fails, either by using assistance services or through legal protection , to achieve proper satisfaction of his/her right to damages against the third party who made unauthorised use of the Insured's identification details or authorisation data via the Internet within three months of the moment when the Insurer received all the documents the Insurer had requested to resolve the insured event, the Insurer shall provide the entitled person with financial compensation for the damage to compensate the Insured for the financial loss suffered in an amount equal to the loss incurred and uncompensated or part thereof, but not exceeding the indemnity limit of CZK 250,000 per insured event. |

UNAUTHORISED USE OF A PAYMENT CARD

| ARTICLE 15 | Insured Event |
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| 1. | The insurance covers cases of the need for legal protection and financial losses incurred in connection with an unauthorised use of the Insured's payment card resulting in damage to the Insured. For the purposes of this insurance, we consider all electronic payment instruments whose sole holder is the Insured to be payment cards. |
| 2. | Unauthorised use of the Insured's payment card means, in particular: <ul style="list-style-type: none">a) ATM cash withdrawal by a third party from the Insured's account without the Insured's knowledge or consent,b) payment made using the Insured's payment card by a third party from the bank account of the Insured, unknown to or not approved by the Insured. |
| 3. | Legal protection of the Insured means, in particular, the exercise of the rights of the Insured aimed at compensation for the damage incurred by the Insured. |

| ARTICLE 16 | Indemnity |
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| In the case of an insured event, the Insurer shall provide legal protection for the purpose of recovering the stolen funds of the Insured and shall provide the entitled person with financial compensation for the damage to compensate the Insured for the financial loss suffered in the amount of the incurred and uncompensated loss or part thereof, but not exceeding the indemnity limit of CZK 50,000 per insured event. | |

DAMAGE TO REPUTATION ON THE INTERNET AND SOCIAL NETWORKS

| ARTICLE 17 | Insured Event |
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| The insurance covers the need to protect and enforce the Insured's legitimate legal interests arising from damage to the Insured's reputation via the Internet or social networks . This exclusively means: <ul style="list-style-type: none">a) Defamation, i.e., an act by which someone makes a false statement about another that is capable of significantly jeopardising his or her esteem among fellow citizens, in particular, disrupting his or her family relationships or causing him or her other serious harm.b) Insult, i.e., an offensive statement about the Insured, the use of a derogatory or vulgar term about the Insured, or any other verbal or non-verbal statement, including a pictorial statement, about the Insured that disparages or diminishes the dignity, reputation or other protected interests of the | |

Insured.

- c) **Unlawful disclosure of information about private life**, i.e., the disclosure of information concerning national, racial or ethnic origin, political attitudes, religion, health condition or sex life, etc.

ARTICLE 18

Indemnity

1. In the case of an insured event, the Insurer shall provide **legal protection for the Insured**. Legal protection of the Insured according to the previous sentence means, in particular, the **enforcement of the rights of the Insured** against both the person who has damaged the reputation of the Insured via the Internet or social networks and the operator of the website on which the negative information damaging the reputation of the Insured was published, for the purpose of:
 - a) identification of the source of information damaging to the Insured's reputation,
 - b) removing information damaging to the Insured's reputation from the Internet and social networks,
 - c) procuring an apology to the Insured or compensating the Insured for damage to his/her reputation.
2. In the case of an insured event, the Insurer will also provide **assistance services in the form of professional help, whereby it will make every effort with the aim of eliminating or making it more difficult to access** the negative information about the Insured via the Internet, up to a limit of **CZK 50,000** per insured event, if it is reasonable and feasible.

ARTICLE 19

Exclusions from Insurance

The insurance does not cover:

- a) damage to the Insured's self-made reputation,
- b) damage to reputation through a communication medium other than the Internet or social network,
- c) damage to reputation through the Internet or social networks, but which has occurred through news media (e.g.: Internet, television or radio broadcasts, news portals, electronic versions of newspapers and magazines),
- d) situations where the Insured appears on the Internet under a pseudonym or anonymously.

PART C. | LEGAL PROTECTION INSURANCE

ARTICLE 20

Object of Insurance

The object of legal protection insurance under these GITC is compensation of the Insured's costs related to the protection and enforcement of the Insured's legitimate legal interests in legal relations, which are defined in detail in Part B of these GITC, and the provision of services related thereto, depending on the insurance variant taken out.

ARTICLE 21

Indemnity under Legal Protection Insurance

In the case of an insured event, the entitled person has the right to:

1. Reimbursement of **necessary and expedient costs of the Insured** related to the protection and enforcement of the legitimate legal interests of the Insured. This includes, in particular:
 - a) the necessary and expediently expended fees and costs of legal representation of the Insured by a lawyer, a notary or a distrainer, or the representation of the Insured by a tax advisor,
 - b) the necessary and expediently expended costs of judicial, administrative or other fees,
 - c) the necessary and expedient costs of obtaining and taking the necessary evidence, whether in judicial, administrative or arbitral proceedings, or within out-of-court settlement of the insured event (such as an expert's fee),
 - d) the reimbursement of the costs of the counterparty and of the state which the Insured is obliged to pay on the basis of the final ruling.In the event of payment of the fee and the reimbursement of the expediently expended costs of the Insured's legal representative, the Insurer is obliged to pay these costs **at the maximum amount of the non-contractual fee** according to generally binding legal regulations, unless the Insurer has previously made a written commitment to make payments above that maximum amount of the non-contractual fee under generally binding legal regulations.
2. In the event the Insurer, after notification and during the investigation of the loss-incurring event, evaluates all its aspects (especially factual circumstances, existing evidence or legal arguments) so that there are **insufficient prospects of successful protection** or enforcement of legitimate interests of the Insured, the Insurer is obliged to notify the Insured of this fact immediately, including the reasons which led the Insurer to make that evaluation. In such a case, the entitled person shall not have the right to indemnity, unless the Insured continues, despite the Insurer's notice according to the previous sentence, to protect or promote his/her legitimate interests and is successful in protecting or enforcing his/her legitimate interests. In such a case, the Insurer is obliged to provide the entitled person with the indemnity or with its unpaid part.

ARTICLE 22

Indemnity Limit under Legal Protection Insurance

1. The indemnity limit for legal protection insurance arranged under these GITC is:
 - a) **CZK 150,000** in the case of the **Single** insurance variant.
 - b) **CZK 500,000** in the case of the **Family** insurance variant.
2. The sum of indemnities paid for the insured events occurring in one insurance year (if the insurance is agreed for a shorter period, during the term of insurance) may not exceed the indemnity limit stated in the Insurance Policy unless agreed otherwise in the Insurance Policy.

ARTICLE 23

Choice of the Legal Representative

1. If use of legal representation is necessary for the settlement of the insured event, the Insured is entitled to choose his/her legal representative. The legal representative for the purpose of insurance under these GITC must be a person who is authorised to provide legal services in accordance with generally binding legal regulations (e.g., attorney, notary).
2. Before the Insured grants a power of attorney for representation to the legal representative, the Insured is obliged to inform the Insurer about the choice of the legal representative in writing.
3. If the Insured does not choose any legal representative, the Insurer shall appoint a legal representative for the Insured. The Insured is obliged to grant a power of attorney to the legal representative appointed by the Insurer and to provide the legal representative with necessary cooperation.

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| ARTICLE 24 | Settlement of Disputes |
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1. The Insurer is obliged, upon the Policyholder's request, to enter into an arbitration agreement with the Policyholder to resolve disputes arising out of the Internet Risk Insurance.
2. In the event of a dispute concerning a conflict of interest or disagreement between the Insurer and the Insured, the Insurer is obliged to inform the Policyholder of his/her right to enter into the arbitration agreement.

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| ARTICLE 25 | Premium for Legal Protection Insurance |
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The amount of the premium for legal protection insurance is 50 % of the total annual premium for the insurance taken out, including discounts, as specified in the Insurance Policy.

PART D. | COMMON PROVISIONS

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| ARTICLE 26 | Obligations of the Insured and the Policyholder |
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1. In addition to the obligations stipulated in generally binding legal regulations, the Insured is further obliged to:
 - a) notify the Police of the Czech Republic or another competent 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 criminal offence, an administrative offence or a misdemeanour,
 - b) inform the Insurer in writing without undue delay that, in connection with the loss-incurring event, proceedings before a public authority or arbitral proceedings have been initiated against them, and to inform the Insurer about the course and outcomes of these proceedings,
 - c) inform the Insurer immediately if, in the case of the loss-incurring event, the Insured has chosen his/her legal representative and has entrusted that legal representative with defending the Insured's legitimate interests,
 - d) grant to the Insurer a power of attorney for conducting out-of-court negotiations for the purpose of the best possible solution of the Insured's insured event,
 - e) in the case of an occurrence of the loss-incurring event, not acknowledge any obligation to indemnify without the explicit prior written consent of the Insurer and not forgive any debt without the explicit prior written consent of the Insurer,
 - f) in the case of a loss-incurring event, act in accordance with the Insurer's instructions and provide the Insurer with all necessary assistance on an ongoing basis (e.g., at the Insurer's instruction, file a criminal complaint or file a claim for a disputed transaction from the Insured's account with the Insured's bank),
 - g) in the case of an insured event, ensure that the selected lawyer continuously informs the Insurer of the course and development of the insured event, and exempt the lawyer from secrecy for this purpose,
 - h) in the case of an insured event, provide all necessary documents upon request,
 - ch) act in any and all dealings 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,
 - i) 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
2. The Policyholder is, in addition to the obligations stipulated in generally binding legal regulations, also obliged to:
 - a) notify the Insurer without undue delay of any changes to the facts contained in the Insurance Policy and of any changes in the identification details of the Policyholder and the Insured,
 - 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 insurable interest, and make the Insured acquainted with his/her rights and obligations under the taken out insurance.
3. If the Policyholder, the Insured or any other person entitled to the indemnity breaches the obligations set out in these GITC or other obligations set out in the Insurance Policy or stipulated by generally binding legal regulations, and if the breach of these obligations had a significant effect on the occurrence of the insured event, its course or on the increase of the extent of its consequences or on the determination or assessment of the amount of the indemnity, the Insurer shall have the right to reduce the indemnity in proportion to the effect of the breach on the extent of its obligation to pay the indemnity.

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| ARTICLE 27 | Inception, Changes and Extinction of the Insurance |
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1. The insurance originates on the basis of a written Insurance Policy. The insurance originates on the first day following the day when the Insurance Policy is concluded, unless stipulated otherwise in the Insurance Policy.
2. The insurance is agreed for an indefinite period.
3. Changes in the Insurance Policy can be made by agreement of the parties.
4. In accordance with the Civil Code, the insurance shall not be interrupted during the term of insurance due to a failure to pay 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 three 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.
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.

ARTICLE 28

Insurance Premium

1. The Policyholder is obliged to pay regular premium. The insurance period is set for one insurance year.
2. The premium is specified in the Insurance Policy.
3. The regular premium is payable on the first day of the insurance period.
4. In the Insurance Policy, it is possible to agree that the Policyholder pays the premium in instalments. In that case, pursuant to 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 outstanding part of the premium becomes payable as of that date if the Insurer requests its payment in writing no later than as of the due date of the following instalment.
5. If the payment of the regular premium in instalments is agreed in the Insurance Policy under paragraph 4 of this Article, the premium shall be payable as follows:
 - a) in the case of semi-annual instalments, the premium instalments shall be payable on the first day of each insurance period and on the date on which the end of the six-month period falls, calculated from the first day of each insurance period,
 - b) in the case of quarterly instalments, the premium instalments shall be payable on the first day of each insurance period and on the date on which the end of the three-, six- and nine-month period falls, calculated from the first day of each insurance period,
 - c) in the case of monthly instalments, the premium instalments shall be payable on the first day of each insurance period and further always on that day of each month, the number of which coincides with the day on which the first premium was payable.
6. Unless expressly agreed otherwise in the Insurance Policy, the premium shall be deemed to have been paid at the time of its being credited 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 or in the Insurance Policy.
8. If an insured event occurred due to which the insurance has been terminated, the Insurer is entitled to the premium until the end of the insurance period within which the insured event occurred.
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, the changes in the conditions within the meaning of the preceding sentence shall be 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 two 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 to 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 one month from the date on which the Policyholder became aware of the proposed change in the amount of the premium. In that 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 of this Article, 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 the written disagreement 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 therefrom.

ARTICLE 29

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 30

Miscellaneous Provisions

1. Written insurance-related legal acts must be made in the Czech language.
2. If the party interested in insurance, the Policyholder, the Insured, the entitled person or the beneficiary is a consumer, it is entitled to the so-called out-of-court settlement 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/>).
3. If the party interested in insurance, the Policyholder, the Insured, the entitled person 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 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.
4. Any addressed legal actions of the Insurer regarding the insurance made in written paper form and the Insurer's notifications made in written paper form (hereinafter referred to as "documents") shall be delivered to the parties to insurance to their last stated address of their place of actual or declared residence. In case the Policyholder has stated its mailing address in the Insurance Policy (in the field headed "Mailing address"), it expresses its willingness to receive documents to that mailing address, with all legal consequences resulting therefrom, and the documents shall be delivered to that address, but only to an address in the Czech Republic.
5. The Insurance Policy and any covers taken out under it shall be governed by the laws of the Czech Republic.
6. The parties may regulate their mutual rights and obligations by agreement differently from the GITC.
7. These GITC shall take effect on 1 May 2022.

PART E. | DEFINITIONS AND INTERPRETATION

ARTICLE 31

Definitions and Interpretation

1. **Auction portal** – a type of buying and selling of things via the Internet, in which any legal entity or private individual, for whom the sale of things is not the subject of its business, offers an item for sale to a circle of persons not predefined and not limited, and that circle of persons that is not predefined and not limited submits bids for the purchase of the item offered for sale to the seller via the auction portal.
2. **Electronic payment instruments** – means of remote access to monetary value, the use of which usually requires identification of the holder by a personal identification number assigned by the issuer or identification in another way (payment card, mobile phone with a bank chip, etc.).
3. **Online shop (e-shop)** – a special web application / website used to conclude purchase contracts for the purchase and sale of goods or services by electronic distance means via the Internet.
4. **Entitled person** – the person having the right to indemnity on the basis of an insured event. The entitled person is the Insured, unless stipulated otherwise in the Insurance Policy.
5. **Insurance year** – 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.
6. **Online shop (e-shop) operators** – for the purposes of this insurance, legal entities and private individual entrepreneurs who are operators of an online shop (e-shop) and act in the legal capacity of sellers in purchase contracts for the purchase and sale of goods or services concluded by electronic distance means via that online shop.
7. **Goods** – movable things that are eligible to be the subject-matter of a purchase contract.
8. **Service** – a work, activity or set of activities carried out (usually for a fee) for someone else by private individuals or legal entities at a particular time or within a particular time frame.