



CARDIF
BNP PARIBAS GROUP

citibank

**FRAME INSURANCE CONTRACT / Policy
No. CIFUMC 1/2009**

This Contract is made by and between:

Citibank Europe plc

company established and existing under Irish law, based at Dublin, North Wall Quay 1, Ireland, registered in the Register of Companies in the Republic of Ireland under number 132781, which operates its business in the Czech Republic through Citibank Europe plc, organizační složka based at: Prague 6, Vokovice, Evropská 423/178, Post Code 166 40

Company ID: 281 98 131

VAT No.: CZ28198131

registered in the Commercial Register maintained by the Municipal Court in Prague, section A, file 59288

represented by Mr. Rizwan S. Qazi and Mr. Ladislav Kročák, based on powers of attorney

hereinafter "**Policyholder**" as one party

and

POJIŠŤOVNA CARDIF PRO VITA, a. s.

based at: Prague 2, Nové Město, Na Rybníčku no. 1329/5

Company ID: 250 80 954

VAT No.: CZ25080954

registered in the Commercial Register maintained by the Municipal Court in Prague, section B, file 4327

represented by Ing. Zdeněk Jaroš, Chairman of the Board of Directors

hereinafter the "**Insurer**", as the other party

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APPENDICES

Appendix I:	General Policy Terms and Conditions for Personal Non-Life Insurance No. 3/2009
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Article 1 Introductory provisions

The insurance contracted by the Insurer and the Policyholder in this Contract follows the law of the Czech Republic; it is governed by the provisions of Act No. 37/2004 Coll., on Insurance Contract (hereinafter "Insurance Contract Act"), General Policy Terms and Conditions for Personal Non-Life Insurance No. 3/2009, which are included in Appendix I to this Contract (hereinafter also referred to as "General Policy Terms and Conditions"), provisions of this Contract concluded between the Insurer and the Policyholder, as well as the provisions of Act No. 101/2000 Coll., on the protection of personal data, as amended, and other mandatory regulations of the Czech Republic.

Article 2 Definitions

For the purposes of this Contract, the partial terms are defined as follows:

- 2.1 Policyholder – Citibank Europe plc, organizační složka, as the party that concluded this insurance contract with the Insurer.
- 2.2 Insurer – POJIŠŤOVNA CARDIF PRO VITA, a. s., which has concluded this insurance contract with the Policyholder.
- 2.3 Insured – natural person who is a holder of a card and Policyholder's client, who has met the conditions stipulated in Art. 5 hereof.
- 2.4 Insurance benefit (hereinafter also referred to as "benefit") – the payment to be provided by the Insurer to the Beneficiary under conditions specified in Art. 9 hereof.
- 2.5 Inception of insurance – as defined in Art. 6 hereof.
- 2.6 End of insurance – as defined in Art. 6 hereof.
- 2.7 Insured event – a fortuitous event that is associated with the obligation of the Insurer to provide insurance benefits pursuant to Art. 9 hereof.
- 2.8 Beneficiary – the insured that becomes entitled to insurance benefit in case of an insured event.
- 2.9 Insurance against loss and damage – (i) insurance for fraudulent use of a card due to the theft or loss thereof, including fraudulent use with the PIN; (ii) insurance for fraudulent use of a card in an Internet transaction due to the theft or loss thereof, including fraudulent use with the PIN; (iii) insurance against loss or theft of keys, if it occurs simultaneously with the loss or theft of a card; (iv) insurance against loss or theft of documents, if it occurs simultaneously with the loss or theft of a card; (v) insurance against forced cash withdrawal from an ATM made under threat of violence or the theft of cash in an assault or due to a threat of violence, if such a theft occurs during the withdrawal from the ATM or within 2 hours thereafter; (vi) insurance against loss or theft of wallet, if it occurs simultaneously with the loss or theft of a card; and (vii) insurance against theft of mobile phone and misuse of SIM card, if the theft occurs simultaneously with the theft of a card. The purpose of the Insurance against loss and damage is the compensation for the financial loss incurred due to the Insured event.
- 2.10 Insured peril – loss or theft of card, loss or theft of keys, documents of wallet, misuse of card, theft of cash, theft and misuse of mobile phone.
- 2.11 Insured period – the period for which insurance is effected. The insured period is different for each of the Insured; it begins at the beginning of insurance and ends at the end of insurance.
- 2.12 Card – card means:
 - a) Any main or supplementary Citi credit card issued by the Policyholder and marked by an international trade mark MasterCard or VISA, which is held by a natural person – the Insured, through which the Insured uses his/her credit line (hereinafter also "card" or "credit cards"); and
 - b) Service charge card, as well as any other debit card issued by the Policyholder, marked by an international trade mark VISA, which is held by a natural person – the Insured, through which the Insured uses his/her credit line or funds deposited in the card account (hereinafter also "card" or "service cards");regardless of whether the owner of the card account is:
 - ad a) the Insured, in case of a credit card; or
 - ad b) the employer of the Insured, in case of the service card.
- 2.13 Contract on Issue and Usage of Card – contract concluded by the Policyholder and the Policyholder's client, based on which the Card is issued (hereinafter the "Contract").
- 2.14 Fraudulent use of a card – unauthorized use of (unauthorized transactions made with) a Card due to the theft or loss thereof, including the fraudulent use with the PIN.
- 2.15 Fraudulent use of a card in an Internet transaction – unauthorized use of (unauthorized transactions made with) a card due to the theft or loss thereof if the card is used for a remote payment over the Internet, including the fraudulent use with the PIN.

- 2.16 Keys – keys (and generally any object or device used to lock and unlock the door) to the apartment/house and residence or to the vehicle owned by the Insured or used by the Insured on the basis of a legal relationship.
- 2.17 Documents – identity card, passport, residence permits, driving licence and certificate of immatriculation of a vehicle (but not the certificate of roadworthiness).
- 2.18 Stop listing – act, which freezes the application and revokes the validity of a card by adding it to the so-called stop list; the consequence of the stop listing is permanent and irreversible abolition of the right to use the card.
- 2.19 Mobile phone – wireless telecommunications device for personal use (not business phone). The insurance applies only to a mobile phone owned solely by the Insured.
- 2.20 Mobile phone accessories – items intended for use with a mobile phone, which does not form its integral part, e.g. charger, handsfree set, case, holder, headset, bluetooth, data cables, pendants, headphones, display protector, memory card, reader, etc. Mobile phone accessories are not covered by the insurance pursuant hereto.
- 2.21 SIM card – active subscriber identification card for mobile telephone network, regardless of whether or not it is a prepaid SIM.
- 2.22 Fraudulent use of a mobile phone – unauthorized use of mobile phone and SIM card, due to which costs have been incurred and must be paid by the Insured to the mobile operator and which have been demonstrably incurred in connection with a theft of mobile phone and SIM card.
- 2.23 Wallet – wallet or carry-on bag designed for storing and carrying money and also possibly the documents of the Insured.
- 2.24 Designated vendor – retailer of mobile phones designated by the Insurer.
- 2.25 Resolicitation programme – temporary campaign of the Policyholder, within which the Insured is submitted a proposal to accede to the insurance.
- 2.26 ATM – any cash machine serving money located in the Czech Republic or another country, through which the Insured may draw cash from his/her credit line or the cash deposited on the card account, using the card.

Article 3 Term of this Contract

- 3.1 This Contract becomes valid on the date of signing by authorized representatives of both Contracting Parties and becomes effective on July 1, 2009. Unless specified otherwise, validity of this Contract expires on December 31, 2012. Unless any Party delivers a written notice to the other Party stating that it insists on termination of this Contract, the effectiveness hereof shall be extended automatically, always for a period of one year. The notice of termination of this Contract shall be delivered to the other Party in writing by a registered letter, at least two calendar months before the stipulated date of expiry of validity and effectiveness hereof. If the notice has already been delivered to a Party, it cannot be revoked without the Party's consent.
- 3.2 Each Party is entitled to withdraw from this Contract, if the other Party materially breaches any provisions hereof. The effects of withdrawal occur on the day following the date of delivery of the written notice to the other Party. The deadline for the termination and settlement of all mutual obligations under this Contract is set for 30 days from the date of withdrawal from this Contract. In assessing whether or not a substantial breach of contract occurred, provisions of Section 345 of the Act No. 513/1991 Coll., the Commercial Code, as amended, can be applied by analogy.
- 3.3 The termination of this Contract pursuant to paragraph 3.1 and 3.2 has no terminating effect on the rights and obligations of Parties resulting from the insurance of the insured Policyholder's clients whose insurance pursuant to paragraph 5.1 of Article 5 hereof was established no later than on the last effective date hereof, and such rights and obligations are effective until the agreed end of insurance in accordance with Article 12 hereof, and shall remain subject to this Contract.
- 3.4 The termination or expiry of a single insurance or insurances established under this Contract shall have no effect on the validity of this Contract or the continuation of other insurances under this Contract.

Article 4 Insurance packages

- 4.1 This Contract stipulates insurance for the Policyholder's clients within the scope of the "Card Security Insurance" package, which includes this type of insurance:

“Secured Insurance with Your Card”,

which includes:

- a) Insurance for fraudulent use of a card due to the theft or loss thereof, including fraudulent use with the PIN;
- b) Insurance for fraudulent use of a card in an Internet transaction due to the theft or loss thereof, including fraudulent use with the PIN;
- c) Insurance for loss or theft of keys, if it occurs simultaneously with the loss or theft of a card;
- d) Insurance for loss or theft of documents, if it occurs simultaneously with the loss or theft of a card;
- e) Insurance against forced cash withdrawal from an ATM made under threat of violence or the theft of cash in an assault or due to a threat of violence, if such a theft occurs during the withdrawal from the ATM or within 2 hours thereafter;
- f) Insurance for loss or theft of wallet, if it occurs simultaneously with the loss or theft of a card;
- g) Insurance against theft of mobile phone and fraudulent use of SIM card, if the theft occurs simultaneously with the theft of a card.

Article 5 Conditions for insurance, inception of insurance

5.1 “Secured Insurance with Your Card”

The Insurance is contracted and effected for a card, the holder of which is a natural person, less than 75 years of age as of the date of inception of insurance and who either in writing within the credit contract or additionally orally by telephone within the resolicitation campaign expresses his/her will to contract the insurance, and thus expresses his/her agreement with the terms of insurance, this Frame insurance contract and the General Policy Terms and Conditions.

Article 6 Period of insurance, beginning and end of insurance

Unless otherwise specified below, the period of insurance is a calendar month.

- 6.1 The first period of insurance begins on the date of inception of insurance and ends on the last day of the calendar month in which the inception of insurance occurs.
- 6.2 The last period of insurance begins on the 1st day of the calendar month in which an event occurs that is associated with the termination of insurance by this Contract or the law, and ends on the date on which the end of insurance occurs.
- 6.3 The inception of insurance shall be:
 - a) At 00.00 o'clock of the day following the day of approval of the card, if the insurance was requested already in the Contract;
 - b) At 00.00 o'clock of the first business day following the day, when the insurance was concluded additionally after the approval of the card via telephone.
- 6.4 The length of the period of insurance has no effect on the amount of premium as agreed in Art. 7 hereof.

Article 7 Insurance Premium

- 7.1 The amount of premium for the **“Secured Insurance with Your Card”** for each period of insurance for each insurance amounts to CZK 89.00 (in words: eighty-nine Czech crowns).
- 7.2 The Policyholder is obliged to pay the standard premium for each period of insurance for each insurance (i.e. for each Insured) to the Insurer's account no later than on the 18th day of the calendar month following the end of each period of insurance for which the premium is paid.
- 7.3 In accordance with the Insurance Contract Act, the Insurer is entitled to adjust the amount of the standard premium for the next period of insurance in connection with changes in conditions decisive for the determination of the amount of premium, except for a change in age and health. If the Policyholder or any Insured does not agree with the change of the amount of premium and exercises such disagreement within 2 months after the day of becoming aware of the proposed change, the insurance or the individual insurance of the Policyholder's client, who expressed such disagreement, shall expire upon the expiry of the period of insurance for which premium has been paid.

Article 8 Conditions for settlement of a claim

- 8.1 If an insured event occurs, the Policyholder is obliged to provide the Insurer only with information about the Insured affected by the insured event.
The Insured affected by the insured event is obliged to provide the Insurer with such primary documents that are needed to review the entitlement to insurance benefit without undue delay:
- Completed Insurer Claim Notification form
 - Original of the document issued by the Police of the Czech Republic concerning the report on the theft of card, keys and/or documents and/or wallet and/or mobile phone, or a copy of a complaint accepted by the law enforcement agencies in case of loss or theft and subsequent fraudulent use of card, or keys and/or documents and/or mobile phone and/or wallet, or of a theft of cash in an assault or of forced cash withdrawal from an ATM made under threat of violence or of theft of cash withdrawn from an ATM in an assault or due to a threat of violence, if such a theft occurs within 2 hours after the withdrawal from an ATM.
 - Original form drawn up by the Police of the CR in relation to blocking a stolen mobile phone
 - Original of the protocol on exchange of a SIM card
 - Original of the Credit Card Account Statement with identified unauthorized transactions
 - Original of the Phone Account Statement with identified unauthorized transactions
 - Original of the Warranty Certificate of the mobile phone and the original of the proof of purchase of the mobile phone
 - Originals of documents showing the actual amount of expenses incurred in connection with the Insured event, particularly the bills for replacement of locks, proofs of purchase cost of new documents, bill for purchasing a new wallet, etc.
- 8.2 The Insurer is obliged and entitled to perform further necessary investigation directly with the Insured or his/her legal successor.
- 8.3 The Insurer reserves the right to request other documents from the Insured as deemed necessary and review facts on its own as deemed necessary by the Insurer for the determination of its obligation to provide benefit. The Insured acknowledges that any presentation of records or other documents will be solely at the Insured's expense in such a case.
- 8.4 The Insured is obliged to provide the Insurer with collaboration under this Contract if the Insurer exercises the right to investigate and review facts important for the examination of the occurrence of an insured event and determination of the amount of insurance benefit.
- 8.5 The Insured is obliged to present documents to the Insurer in the Czech language. If such documents are in a foreign language, the Insured is obliged to provide a Czech translation of such a document and the Insurer is entitled to request an authenticated Czech translation in such a case.

Article 9 Insured events and Insurance benefits

- 9.1 ***Insurance benefit***
- a) In the event of the inception of entitlement to insurance benefit under this Contract and the General Policy Terms and Conditions and after the Insurer receives the documents specified in Art. 8 hereof from the Insured, the Insurer is obliged to pay the insurance benefit to the entitled party within 15 days of the date on which the Insurer finishes all necessary investigation into the insured event. The investigation is finished as soon as the Insurer notifies the entitled party of its results in writing.
 - b) If investigation cannot be finished within three months after the Insurer is notified of the insured event, the Insurer is obliged to notify the entitled party in writing of the reasons why the investigation cannot be finished.
 - c) The term of three months shall not run while the investigation is frustrated or hindered through a fault of the entitled party, the Policyholder or the Insured.
 - d) Expiry of the insurance shall have no effect on the entitlement to Insurance benefits if the insurance expired after the Insured event and the entitlement to Insurance benefits was claimed from the Insurer within the statutory time limit.
- 9.2 ***Insurance for fraudulent card use, including fraudulent use with the PIN***
An insured event is the fraudulent use of a card of the Insured due to the theft or loss thereof, including fraudulent use with the PIN.

Insurance benefits in case of fraudulent use of a card due to the theft or loss thereof, including fraudulent use with the PIN:

Entitlement to Insurance benefits in the Insured event of fraudulent card use arises if the card is fraudulently used within a period of no more than 72 hours before the Policyholder's client's reports a card loss/theft and asks that the card be blocked until the Policyholder assumes liability for any fraudulent use of the card. Insurance benefits shall be provided to the maximum amount of CZK 100,000 including card blocking fees (in words: one hundred thousand Czech crowns) per fraudulently used card and no more than three times in a calendar year (i.e. the Insurance benefits provided by the Insurer per calendar year may not exceed CZK 300,000).

9.3 ***Insurance for fraudulent card use in an Internet transaction, including fraudulent use with the PIN***

An insured event is fraudulent use of the Insured's card in an Internet transaction as a result of the theft or loss thereof, including fraudulent use with the PIN.

Insurance benefits in case of fraudulent use of a card in an Internet transaction due to the theft or loss thereof, including fraudulent use with the PIN:

Entitlement to Insurance benefits in the Insured event of fraudulent card use in an Internet transaction arises if the card is fraudulently used within a period of no more than 72 hours before the Policyholder's client's reports a card loss/theft and asks that the card be blocked until the Policyholder assumes liability for any fraudulent use of the card. Insurance benefits shall be provided to the maximum amount of CZK 30,000 including card blocking fees (in words: thirty thousand Czech crowns) per fraudulently used card and no more than three times in a calendar year (i.e. the Insurance benefits provided by the Insurer per calendar year may not exceed CZK 90,000).

9.4 ***Insurance for loss or theft of keys, if it occurs simultaneously with the loss or theft of a card***

An insured event is the loss or theft of keys, if it occurs simultaneously with the loss or theft of a card.

Insurance benefits in case of the Insured event of loss or theft of keys.

The entitlement to the Insurance benefits in case of the Insured event of the loss or theft of keys arises if the loss or theft of keys of the Insured occurs simultaneously with the loss or theft of a card. Insurance benefits related to the financial loss of the Insured in consequence of the loss or theft of keys shall be provided to the maximum amount of CZK 5,000 (in words: five thousand Czech crowns) per Insured event and no more than three times in a calendar year (i.e. the Insurance benefits provided by the Insurer per calendar year may not exceed CZK 15,000).

9.5 ***Insurance for loss or theft of documents, if it occurs simultaneously with the loss or theft of a card***

The insured event is the loss or theft of documents, if it occurs simultaneously with the loss or theft of a card.

Insurance benefits in case of the Insured event of loss or theft of documents.

The entitlement to the Insurance benefits in case of the Insured event of the loss or theft of documents arises, if the loss or theft of documents of the Insured occurs simultaneously with the loss or theft of a card. Insurance benefits related to the financial loss of the Insured in consequence of the loss or theft of documents shall be provided to the maximum amount of CZK 3,000 (in words: three thousand Czech crowns) per Insured event and no more than three times in a calendar year (i.e. the Insurance benefits provided by the Insurer per calendar year may not exceed CZK 9,000).

9.6 ***Insurance against forced cash withdrawal from an ATM made under threat of violence or the theft of cash in an assault or due to a threat of violence, if such a theft occurs during the withdrawal from the ATM or within 2 hours thereafter***

The insured event is theft of cash in an assault during the withdrawal from an ATM or in consequence of forced cash withdrawal from an ATM made under threat of violence or theft of cash withdrawn from an ATM in an assault or due to a threat of violence, if such a theft occurs within 2 hours after the withdrawal from an ATM.

Insurance benefits in case of the Insured event of the forced cash withdrawal from an ATM made under threat of violence or the theft of cash in an assault or due to a threat of violence, if such a theft occurs during the withdrawal from the ATM or within 2 hours thereafter

The entitlement to Insurance benefits in case of the Insured event of theft of cash in an assault or in consequence of forced cash withdrawal from an ATM made under threat of violence or theft of cash withdrawn from an ATM in an assault or due to a threat of violence, if such a theft

occurs within 2 hours after the withdrawal from an ATM, arises in case of a theft of cash in an assault of the Insured, which occurred in direct consequence of the withdrawal from an ATM using the Insured's card or in consequence of a forced cash withdrawal from an ATM using the card of the Insured made due to a threat of violence or in case of theft of cash withdrawn from an ATM in an assault or due to a threat of violence within 2 hours after the withdrawal from an ATM.

Insurance benefits shall be provided to the maximum amount of CZK 5,000 including card blocking fees (in words: five thousand Czech crowns) per fraudulently used card per Insured event and no more than three times in a calendar year (i.e. the Insurance benefits provided by the Insurer per calendar year may not exceed CZK 15,000).

9.7 ***Insurance for loss or theft of wallet, if it occurs simultaneously with the loss or theft of a card***

The insured event is the loss or theft of wallet, if it occurs simultaneously with the loss or theft of a card.

Insurance benefits in case of the Insured event of loss or theft of wallet

The entitlement to the Insurance benefits in case of the Insured event of the loss or theft of wallet arises, if the loss or theft of the wallet of the Insured occurs simultaneously with the loss or theft of a card. Insurance benefits related to the financial loss of the Insured in consequence of the loss or theft of the wallet shall be provided to the maximum amount of CZK 3,000 (in words: three thousand Czech crowns) per Insured event and no more than three times in a calendar year (i.e. the Insurance benefits provided by the Insurer per calendar year may not exceed CZK 9,000).

9.8 ***Insurance against theft of a mobile phone and fraudulent use of SIM card, if the theft occurs simultaneously with the theft of a card***

The insured event is the theft of mobile phone of the Insured, if it occurs simultaneously with the theft of the card and further the fraudulent use of the SIM card placed in the stolen mobile phone, if such a fraudulent use occurs in connection with the theft of the card.

Insurance benefits in case of the Insured event of theft of mobile phone

The entitlement for the Insurance benefits arises, if the theft of the mobile phone of the Insured occurs simultaneously with the theft of the Insured's card, under the condition that at the moment of occurrence of the Insured event, the stolen mobile phone was not older than 3 years.

- a) In the case of theft of a mobile phone, the Insured will be provided with a new mobile phone identical with the stolen mobile phone upon the presentation of the warranty certificate and a proof of purchase of the stolen mobile phone and in the case that the Insured performs blocking of mobile phone through the Police of the CR also after submission of the respective document, under the condition that the current selling price of the new device does not exceed the stipulated limit of insurance benefits.
- b) If the same type of mobile phone is no longer sold by the designated vendor, the Insured will be offered a choice of 3 types of mobile phones similar in scope of functionalities and quality (appearance of the device is not take into account), from which the Insured chooses one.

Insurance benefits associated with Insured's financial loss due to theft of the mobile phone will be provided up to CZK 10,000 (in words: ten thousand Czech crowns), and in the case that the value of the matched device pursuant to point a) of this paragraph or the value of similar device in case of point b) of this paragraph exceeds the maximum limit of insurance benefits, the Insured will be provided a voucher worth CZK 10,000 (in words: ten thousand Czech crowns) to buy a new mobile phone from a designated vendor of mobile phones.

Insurance benefits for one Insured event may be granted no more than once in a calendar year.

Insurance benefits for one Insured event shall apply only to one stolen mobile phone, carried by the Insured, i.e. the Insurance benefits cannot be applied to more than one stolen device. The insurance does not apply to mobile phone accessories.

Insurance benefits in case of fraudulent use of SIM card placed in a stolen mobile phone, if the theft occurred simultaneously with the theft of card

In case of fraudulent use of SIM card placed in stolen mobile phone, the entitlement to Insurance benefits arises in case that the theft of the mobile phone occurred simultaneously with the theft of the card and if the SIM card was placed in the stolen device. In such a case, the Insurance benefits equals to the price for calls made during the period of no more than 24 hours before reporting the theft of mobile phone and requesting blocking the SIM card and/or blocking of the mobile phone. Theft reporting and SIM card blocking request may be

performed through the mobile operator, and the blocking of the mobile phone may also be performed through the Police of the CR. The Insurance benefits will be paid in the maximum amount of CZK 1,000 (in words: one thousand Czech crowns), including fees associated with blocking the mobile phone and SIM card and the fees for the acquisition of the telephone account statement showing the unauthorized transactions, if any, no more than once per calendar year for one Insured (i.e. the maximum Insurance benefits provided by the Insurer for one Insured in one calendar year can be CZK 1,000). The limit of Insurance benefits is stipulated as the maximum amount, regardless of how many SIM cards were located in the stolen mobile phone.

- 9.9 Card Security Insurance, in addition to reasons mentioned in the General Policy Terms and Conditions apply also to any service cards usage through fraudulent acts of the Insured – the holder of the service card, or in connection with the fraudulent acts of some of the employees of the employer who owns the service card account.

Article 10 Policyholder's obligations

The Policyholder is obliged to:

- 10.1 Ensure due collection of premium and pay the Insurer the premium as specified in Art. 7 hereof.
- 10.2 Answer accurately and fully all of the Insurer's written questions concerning the insurance and provide the Insurer with any and all information concerning the insurance under this Contract that the Policyholder learns or receives from the Policyholder's client; the same applies to any change to the insurance.
- 10.3 Provide cooperation in making sure that all documents requested by the Insurer from the Insured are duly completed and signed by the Insured.
- 10.4 Based on the Insurer's justified written request, provide the Insurer with additional information, overviews, reports not specified in this Contract that are related to the insurance, are readily available to the Policyholder and will not violate the Policyholder's trade or bank secret or the Policyholder's obligation to maintain confidentiality or statutory obligation regarding the protection of personal data.
- 10.5 Notify the Insurer of contracts concluded or additions to contracts, under which the insurance under this Contract is concluded.
- 10.6 Demonstrably familiarize the Insured with the terms and conditions of this Contract and the General Policy Terms and Conditions.
- 10.7 Agree with the Insurer in advance on any marketing materials concerning the insurance under this Contract as well as any materials that refer to the Insurer.

Article 11 Insurer's obligations

- 11.1 The Insurer is obliged to investigate any insured event that the Insurer becomes aware of and inform the entitled party in writing about the result of the investigation in accordance with Art. 9 hereof.
- 11.2 The Insurer is obliged to immediately inform the Policyholder of any Insured events reported by the Insured or his legal successor.
- 11.3 The Insurer is obliged to immediately inform the Policyholder of any written communication from the insured or their legal successors.
- 11.4 The Insurer is obliged to provide free training to the Policyholder or persons authorized by the Policyholder that come into contact with insurable persons and the insured.
- 11.5 The Insurer is obliged to provide insurance cover for the insured under this Contract.

Article 12 Expiry of single insurance

Insurance (meaning the individual insurance of a single insured person) shall expire:

- 12.1 Upon the last day of effect of the Contract;
- 12.2 Upon the day on which the Insured reaches 80 years of age,
- 12.3 Upon the death of the Insured,
- 12.4 By a written agreement of the Parties that specifies the moment of expiry of the insurance and the method of settlement of mutual obligations,

- 12.5 At 0.00 o'clock of the day following the day when the Insured asked for a termination of the insurance using the CitiPhone customer line;
- 12.6 By the cancellation of the right to use the card in compliance with the respective Policyholder's terms and conditions,
- 12.7 At the moment that the Insured becomes aware of a fraudulent transaction in connection with the use of the card,
- 12.8 At 24.00 hours of the day on which the Insured reports a loss or theft of the card to the Policyholder in accordance with the Policyholder's terms and conditions unless a new card is issued,
- 12.9 On the last day of validity of the card covered by the insurance unless a new card is subsequently issued,
- 12.10 In case of service cards at the time of termination of employment relationship between a service card holder and his/her employer, who is the owner of the card account.

Article 13 Confidentiality, trade secret and handover of personal data

- 13.1 The Insurer and the Policyholder are obliged to mutually maintain confidentiality of the other Party's trade secret and of other facts that they become aware of during their activities under this Contract and that might harm one of the Parties. In particular, they are obliged to protect information and data concerning the other Party's customers, terms of business and know-how. This obligation shall apply even after the termination of the contractual relation arising from this Contract.
- 13.2 The Policyholder and the Insurer undertake to hand over media and data – the personal data of the Insured (including sensitive data) – to each other in encrypted or otherwise secured form in order to prevent unauthorized access to such media or data and any abuse by an unauthorized party. In addition, the Policyholder and the Insurer undertake to ensure the highest possible standards of technical and organizational security and transmission of data that may be reasonably demanded with respect to the subject matter of this Contract and the position of the Contracting Parties.
- 13.3 The Policyholder declares that on the basis of consent or under special legal regulations, in accordance with Act No. 101/2000 Coll., on the protection of personal data, it is entitled to hand over to the Insurer the personal data of third parties specified in the Insurance Contract, statements of accounts and other documents for the purposes of insurance administration and fulfilment of the Insurer's obligations arising from it for the duration of legal relations under the Insurance Contract and for the period necessary for the settlement of mutual claims resulting from their termination.

Article 14 Protection of personal data

- 14.1 By expressing his/her consent to the Contract or this Frame insurance contract and the insurance terms and conditions, the Policyholder's client simultaneously authorizes the Insurer in accordance with Act No. 101/2000 Coll., on the protection of personal data and on amendments to some acts, as amended (hereinafter Personal Data Protection Act), to process his/her personal data, including sensitive data as defined in Section 4 (b) of said Act, within insurance activities and activities related to insurance activities pursuant to Act No. 363/1999 Coll., on insurance, as amended, for the purposes of insurance (or settlement of claims) for the period that is absolutely necessary for ensuring all rights and obligations arising from the contractual relation. The Policyholder's client declares that he/she has been duly informed about the processing of his/her personal data, about his/her rights and about the obligations of personal data processors and administrators in compliance with the provisions of Section 11 of the Personal Data Protection Act. The Policyholder's client agrees that his/her personal data may be transferred to foreign countries within the meaning of Section 27 of the Personal Data Protection Act. All provided data shall be processed by the Insurer or a processor authorized by the Insurer in compliance with Section 6 of the Personal Data Protection Act. In the event that an authorized data processor is processing the personal data on behalf of the Insurer, the Insurer is responsible for processing the personal data to the same extent as if they process the personal data themselves.
- 14.2 In accordance with the relevant provisions of the Personal Data Protection Act, the Insurer is obliged to ensure adequate technical and organizational security of personal data and to take

measures to prevent unauthorized or accidental access to personal data, their alteration, destruction or loss, unauthorized transmission, processing, as well as other misuse of such personal data. The Insurer also undertakes to ensure the confidentiality of its employees, or employees of the authorized processors, who in the course of their business come into contact with personal data transmitted pursuant to this Contract.

Article 15 Final provisions

- 15.1 General Policy Terms and Conditions for Personal Non-Life Insurance No. 3/2009, which are included in Appendix I to this Contract, constitute an integral part hereof. If there is any discrepancy between the wording of this Contract and that of General Policy Terms and Conditions for Personal Non-Life Insurance No. 3/2009, the wording of this Contract shall take precedence.
- 15.2 Should any provision of this Contract be invalid or unenforceable, it shall have no effect on the validity or enforceability of the other provisions of this Contract.
- 15.3 Legal relations arising under this Contract shall be governed by the law of the Czech Republic and any disputes arising from this Contract shall be settled by the Czech Republic's courts of justice.
- 15.4 The Parties agree that the Insurer is obliged to notify the Policyholder in relation to any substantial change in the Insurer's situation that could affect the performance of the subject matter of this Contract (particularly the initiated administration or judicial proceedings, etc.).
- 15.5 The Insurer declares that it has established all technical, legal, personal and organizational conditions for the due performance of the subject matter of this Contract, especially ensuring the performance of the subject matter of this Contract in non-standard situations that may realistically occur in the place of performance of the subject matter of this Contract.
- 15.6 None of the Contracting Parties may assign its rights and obligations under this Contract to a third party without the prior written consent of the other Party. This provision does not apply to the Policyholder in relation to its entitlement to transfer its rights and obligations resulting from this Contract even without a prior approval by the Insurer to any entity within the Citi group, i.e. to any entity directly or indirectly controlled by Citigroup Inc. Moreover, this provision does not apply to a transfer of policy portfolio in accordance with the provisions of Section 32 of the Act No. 363/1999 Coll., on Insurance. This provision also does not apply to the Insurer's right to transfer its rights and obligations under this Contract to any entity within the BNP PARIBAS ASSURANCE Group and any legal entities that are directly or indirectly controlled by that company without the Policyholder's prior written consent.
- 15.7 The content hereof may be modified or amended if agreed by the Parties. All amendments hereto shall be in writing, marked by sequential numbers and signed by authorized representatives of the Parties.
- 15.8 The Parties declare that they are eligible to perform legal acts, that they got acquainted with the full content hereof, including the attachments, and that they agree with such content; the Parties further declare that this Contract was prepared on the basis of true information, their true and free will, not in distress or otherwise under unilaterally disadvantageous conditions and that, as of the date of signing this contract, they are not aware of any circumstances that could affect the content and effect of this Contract.
- 15.9 This Contract is made in two original copies and each Contracting Party shall receive one copy.

Prague, June 30, 2009

On behalf of **Citibank Europe plc**

On behalf of **POJIŠŤOVNA CARDIF PRO VITA,
a. s.**

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Rizwan S. Qazi
Based on power of attorney

.....
Ing. Zdeněk Jaroš
Chairman of the Board

.....
Ladislav Kročák
Based on power of attorney