

# **BUSINESS CONDITIONS ISSUED BY EUROP ASSISTANCE S.R.O. FOR THE PROVIDING SERVICES OF PERSONAL DELIVERY OF CASH IN EMERGENCY**

(hereinafter referred to as the “Business Conditions”)

## **DEFINITION OF TERMS**

**Assistance Centre** – Europ Assistance s.r.o., Company No: 25287851, with its registered office at Na Pankráci 1683/127, 140 00 Praha 4, incorporated in the Companies Register maintained by the Municipal Court in Prague, Section C, File 87094.

**Assistance Services** – services provided on request by the Assistance Centre that are authorised by PPF banka and associated with sending cash to Card Holders.

**Card Holder** – authorised person to whom a payment card has been issued on the basis of a Agreement on Payment Card concluded with PPF Banka, and whose name is shown on the payment card.

**PPF banka** – PPF banka a.s., Company No: 47116129, with its registered office at Evropská 2690/17, 160 41 Praha 6, incorporated in the Companies Register maintained by the Municipal Court in Prague, Section B, File 1834.

**Western Union** – umbrella name for Western Union Financial Services, Inc. (a US company, for transfers to and from the US, Canada and Mexico) and Western Union International Limited (an Irish company, for all the other transfers).

1. Having made a claim for the provision of Assistance Services, the Card Holder shall:
  - a) notify PPF banka over the telephone of the event that resulted in the situation requiring the provision of Assistance Services;
  - b) provide PPF banka with details about the place (country) of destination for the provision of Assistance Services and his/her first name and surname, and city and address of current stay and the telephone contact number;
2. The Assistance Centre shall contact the Card Holder and ensure that Assistance Services are provided to the Card Holder, taking into account the local conditions.
3. The Assistance Centre shall provide Assistance Services through its own network of Assistance Representatives, or the network of Western Union agents if its own assistants are not available in the destination concerned.
4. In addition to these Business Conditions, Western Union’s Terms and Conditions shall also apply where the Western Union agent network is used to provide the Assistance Services. The version of Western Union’s Terms and Conditions as current at the time shall be made available to the Card Holder in such a situation.
5. In communication with the Assistance Centre, the Card Holder shall:
  - a) confirm to the Assistance Centre operator the accuracy of the details about him/herself as the Assistance Service recipient and the accuracy of the address where the Assistance Services are to be provided;
  - b) inform the Assistance Centre operator that, should this be the case, it is not feasible during Assistance Service provision to identify the recipient by his/her identity document or any other document allowing to identify the Card Holder;

- c) respect the instructions of the Assistance Centre and follow these instructions during the provision of the Assistance Services;
  - d) respect the confidentiality of information about Assistance Service provision (e.g. the password selected, method of Card Holder identification).
6. Neither the Assistance Centre, nor PPF banka may be held liable for any damage that a Card Holder may incur as a result of a breach of the Card Holder's obligations under these Business Conditions or a breach of the instructions notified by the Assistance Centre to the Card Holder over the telephone.
  7. Assistance Services shall be provided in the currency officially used in the country where such services are provided or, if possible under the law and technically, in USD or EUR.
  8. To be able to receive cash under the Assistance Services, the Card Holder shall:
    - a) present a valid identity document showing the first name and surname of the Card Holder, his/her photograph, and place and date of birth or the birth registration number;
    - b) answer the test question and validation code determined by the Assistance Centre if it is not feasible (e.g. due to the loss or theft of the identity document) to verify the identity of the Card Holder.
  9. Assistance Services shall not be provided in the case of insufficient identification of the Card Holder under Point 8 above.
  10. The request for Assistance Service provision may only be changed in the case of a change in the first name or surname of the Card Holder or a change in the address for cash delivery. The Assistance Centre shall make such a change if so requested by PPF banka.
  11. The Card Holder is entitled to request, for whatever reason, that Assistance Service provision be cancelled even in the event that the Assistance Centre has commenced Assistance Service provision. It is possible to only cancel services that have not yet been provided to the Card Holder. The Card Holder may only request cancellation of Assistance Services through PPF banka. The charge paid for Assistance Service provision shall not be refunded if the provision of the services is cancelled completely.
  12. The Assistance Centre agrees to protect any personal data obtained in accordance with Act No 101/2000 on Personal Data Protection, as amended, and to respect the confidentiality of all and any data it obtains in connection with the provision of Assistance Services.
  13. These Business Conditions shall become valid and come into effect on 1 December 2011, superseding as of the same date the existing **Business Conditions Issued by Europ Assistance s.r.o. for the Provision of the Services of Personal Delivery of Cash in Emergency Situations, in effect since 1 April 2001**. The Assistance Centre and PPF banka reserve the right to amend these Business Conditions.
  14. These Business Conditions have been issued on the basis of, and in compliance with, the Section 273 of Act No 513/1991, Commercial Code, as amended.
  15. In the case of differences between Czech and English language versions of these Business Conditions, the Czech version is always decisive.