

CLAIMS POLICY FOR IN-KARTA/RAILPLUS CARDS

PART I INTRODUCTORY PROVISIONS

1. Under this Claims Policy, defects can be claimed for In-karta/RailPlus and In-karta non-contact chip cards (hereinafter **In-karta cards**) issued by České drahy, a.s. (ČD, hereinafter the **issuer**) during the warranty period or after its expiration.
2. A defect claim on an In-karta card (hereinafter **claim**) can be asserted by an In-karta cardholder, for persons under 15 years of age and others defined by law by a legal representative, and for a deceased cardholder by the executor of the estate (hereinafter **In-karta cardholder**).
3. A claim can be asserted at announced distribution points. A list of announced distribution points is available on www.inkarta.cz.
4. When asserting a claim, it is necessary to present these documents:
 - the In-karta card which the claim concerns,
 - a piece of personal identification belonging to the cardholder,
 - all other related documents,
 - if asserting a claim or a request to block the In-karta card of a deceased cardholder, a death certificate.
5. The cardholder will fill in a claim application with an employee of the issuer. The employee of the issuer will issue a confirmation of receipt of the claim. In the event of a claim or request to block concerning the In-karta card of a deceased cardholder with an electronic money balance on the card, the employee of the issuer will issue an “Informace o stavu EP na IK” (“Information about the state of electronic money on an In-karta card”) document to the executor of the estate.
6. When claiming the electronic money balance on an In-karta card’s electronic wallet, the procedure is per this Claims Policy and the General Terms and Conditions for the Issue and Use of In-karta Cards as an Electronic Monetary Means Containing Electronic Money (hereinafter **Terms and Conditions**).

PART II WARRANTY PERIOD AND PROCEDURE FOR IN-KARTA CLAIMS

1. A 24-month guarantee is provided on the functionality of an In-karta card, assuming its correct and careful use for the purposes for which it was intended.
2. The warranty does not apply to mechanical, heat, magnetic or other damage to the electronic monetary means (In-karta card) caused by its incorrect use or external influences resulting from its use in contravention of the valid Terms and Conditions.
3. In the event of a claim, the In-karta cardholder will fill in a claim application with an employee of the issuer at a distribution point, in which he or she will specify bank account information as well as his or her address and contact information.
4. The period for processing a claim is 30 days.

5. If a claim for an In-karta card during the warranty period is recognised as legitimate, the issuer will create a duplicate In-karta card for the cardholder.
6. If a claim for an In-karta card during the warranty period is not recognised as legitimate, the In-karta cardholder will pay the fees for the creation of a duplicate In-karta card per the TR 10 Tariff.
7. If a claim for an In-karta card is filed after expiration of the warranty period, the In-karta cardholder will pay the fees, at the issuer's request, for the creation of a duplicate In-karta card per the TR 10 Tariff.

PART III BLOCKING AN IN-KARTA CARD AT THE REQUEST OF AN IN-KARTA CARDHOLDER

1. In the event of the loss or theft of an In-karta card, the cardholder should proceed in accordance with the valid Terms and Conditions and the TR 10 Tariff.
2. On the basis of a request by an In-karta cardholder, an In-karta card can be blocked by telephone with a password or in person at any distribution point with a credible demonstration of the In-karta cardholder's identity. An In-karta cardholder may not subsequently cancel the blocking of an In-karta card, but can request the unblocking of the In-karta card for a fee set out in the TR 10 Tariff.

PART IV SETTLEMENT OF AN ELECTRONIC MONEY BALANCE

1. In the event of an In-karta claim, the electronic money balance is determined in the In-karta information system and transferred to the holder of an In-karta card by bank transfer to a bank account or postal money order (per the information specified in the claim application) within the period for processing a claim per the valid Terms and Conditions.
2. In the event of a claim for a deceased In-karta cardholder, the electronic money balance determined in the information system is transferred to the heir by bank transfer to a bank account or postal money order (per the information specified in the claim application) within the period for processing from the date when a final court judgment on the inheritance is presented.

PART V FINAL PROVISIONS

1. This Claims Policy is valid from 12 November 2007.
2. This Claims Policy is available on www.inkarta.cz.
3. The exercise of a passenger's right under the transport contract with respect to customer applications on an In-karta/RailPlus card is handled per the valid ČD Contractual and Transport Terms for Public Passenger Transport (SPPO) and the ČD Tariff for Inland Transport of Passengers and Luggage.