

## General Insurance Terms and Conditions

# Legal Protection Insurance



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## PART A. | GENERAL PART

ARTICLE 1	Opening Provisions
1.	These Legal Protection Insurance General Insurance Terms and Conditions LPI GITC 2019 (hereinafter referred to as the "LPI GITC 2019") specify the basic scope of rights and obligations of the parties to the Legal Protection Insurance (hereinafter referred to as the "Insurance"), which include the Insurer and the Policyholder, as the parties, the Insured, and any other person 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 LPI GITC 2019.
3.	The Insurance arranged under the LPI GITC 2019 is a loss insurance.
4.	The LPI GITC 2019 are an integral part of the Insurance Policy.
ARTICLE 2	Insured Event
1.	The insured event is an accidental loss-incurring event covered by the insurance.
2.	If the insured event is caused intentionally either by the party exercising its right to indemnity, or by a third party on the initiative of this party, the right to indemnity only arises in the case it has been explicitly agreed or if it is stipulated by the Civil Code or another act.
3.	Insured events covered under individual Insurance are detailed in these LPI GITC 2019 and in the provisions of the Insurance Policy.
4.	<b>Subject-matter definition of an insured event:</b> The insured event shall be deemed to be a legal or factual circumstance (e.g., violation of a legal obligation by the Insured) which led to the need to protect or promote the legitimate legal interests of the Insured in the field of legal relationships within the scope of Part B or Part C of these LPI GITC 2019 and which occurred during the term of insurance.
5.	<b>Temporal definition of an insured event:</b> The moment of the occurrence of the insured event shall be deemed to be the moment when the legal or factual circumstances referred to in paragraph 4 of this Article occurred for the first time.
6.	<b>Territorial definition of an insured event:</b> The place of the occurrence of the insured event shall be deemed to be the place where the legal or factual circumstances referred to in paragraph 4 of this Article occurred for the first time.
7.	In the case of repeated, long-term or multiple legal or factual circumstances referred to in the provision of paragraph 4 of this Article, where there is a causality between the individual partial legal or factual circumstances, all these circumstances shall be deemed to be one insured event.
ARTICLE 3	Obligations of the Policyholder and the Insured
1.	In addition to the obligations stipulated by generally binding legal regulations, the Policyholder is further obliged to notify the Insurer, without undue delay and in writing, of all changes in the facts which the Policyholder was asked about in writing when the Insurance was being concluded, as well as which comprise the content of the Insurance Policy.
2.	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 an occurrence of the loss-incurring event, proceed in accordance with the instructions given by the Insurer and provide the Insurer continuously with all necessary cooperation,
  - 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.

## ARTICLE 4

### Inception, Changes and Extinction of the Insurance

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 delivery date of the notice, following which the Insurance terminates.
6. In case the Policyholder fails to pay the premium even within the additional period specified by the Insurer in the reminder, the Insurance shall terminate, differently from the provisions of Section 2804 of the Civil Code, on the day following the futile expiration of that additional period.

## ARTICLE 5

### Insurance Premium

1. The Policyholder is obliged to pay regular premium. The insurance period is set for one insurance year.
2. The premium amount is specified in the insurance policy. The Insurer is entitled to verify the correctness of the data decisive for determination of the premium with the Insured.
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 explicitly agreed otherwise in the Insurance Policy or unless this is the case of payment of the premium through an insurance broker, the premium shall be deemed to have been paid at the time of its crediting 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 LPI GITC 2019, or in the Insurance Policy.
8. If an insured event occurred, due to which the Insurance has been terminated, the Insurer is entitled to 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 LPI GITC 2019, 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 terminate with the expiry of the insurance period immediately preceding the insurance period for which the Insurer has set a new amount of premium. However, in case 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 6

### Object of Insurance

1. The following services are the object of Insurance:
  - a) assistance services specified in Article 7 of these LPI GITC 2019,
  - b) ensuring (if necessary) representation of the Insured in order to find a solution of his/her insured event within out-of-court proceedings,
  - c) ensuring (if necessary) representation of the Insured in order to find a solution of his/her insured event within court or enforcement proceedings,
  - d) payment of necessary and expedient 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 or Part C of these LPI GITC 2019, depending on the agreed variant of the Insurance.

2. The way of resolving the insured event mentioned in paragraph 1 b), c) and d) of this Article shall be decided by the Insurer.
3. The Insurance can be arranged in the following options:
  - a) Driver (according to Part B, Article 15, paragraph 2 of the LPI GITC 2019),
  - b) Driver and other drivers in the family (according to Part B, Article 15, paragraph 2 of the LPI GITC 2019),
  - c) Citizen, family, employee (according to part C of the LPI GITC 2019).

## ARTICLE 7

## Assistance Services

1. If a loss-incurring event arises under the Insurance agreed under these LPI GITC 2019, the Insurer shall provide the Insured with the assistance services of the following scope:
  - a) telephone or email legal advisory in the areas defined by these LPI GITC 2019 (general legal issues or issues related to the prevention of occurrence of legal disputes or issues),
  - b) providing assistance, support or advice to the Insured in order to find a solution of his/her insured event through an out-of-court settlement and/or an agreement,
  - c) entrusting the service provider with the legal representation of the Insured, in order to find a solution of his/her insured event.
2. Assistance services do not include the drafting of or commenting on any legal documents (especially contracts, unilateral legal actions, submissions addressed to public authorities, etc.), with the exception of the legal advisory service provided in accordance with the provision of paragraph 3 of this Article.
3. In the case of arranging the Insurance to the extent pursuant to Part C of these LPI GITC 2019, the Insurer shall provide the Insured with legal advice within seven business days of the delivery of the Insured's request to the Insurer, including a one-off legal assessment of provisions of the draft contract which the Insured intends to conclude (hereinafter referred to as the "Legal Assessment of Contracts").  
This service of the Legal Assessment of Contracts shall be provided only in the case of the types of contracts stated below and only if the draft contract is in the Czech language and is governed exclusively by Czech law: - employment contract,
  - lease agreement for renting an apartment,
  - purchase contract for the purchase of a movable property,
  - purchase contract for the purchase of an immovable property,
  - contract for work,
  - booking contract for the purchase of an immovable property,
  - purchase contract for the transfer of ownership of a housing unit,
  - donation contract.

The service of the Legal Assessment of Contracts shall be provided in a maximum of twice per insurance year.

Within the provision of the service of the Legal Assessment of Contracts, the Insurer shall assess the provisions of the draft contract for the Insured in writing only from a legal point of view and, if necessary, propose modifications to the individual provisions of the contract.

A waiting period of three months from the beginning of the Insurance is agreed for the provision of the service of the Legal Assessment of Contracts. During that waiting period, the Insured does not have the right to be provided the service of the Legal Assessment of Contracts. The waiting period does not apply to the assessment of the purchase contract for the purchase of an immovable property or to the booking contract, or to the assessment of the contract for work.

## ARTICLE 8

## Indemnity

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 the generally binding legal regulations.
2. Indemnity for a single insured event must not exceed the indemnity limit specified in the Insurance Policy.
3. The sum of indemnities paid for the insured events that occurred during one insurance year (if the Insurance is concluded for a shorter period, then during the term of insurance) must not exceed the indemnity limit stipulated in the Insurance Policy, unless agreed otherwise in the Insurance Policy.
4. The Insurer shall provide indemnity in cash in local currency, unless otherwise provided by generally binding legal regulations.
5. 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.
6. If the insured event is caused intentionally either by the party exercising its right to indemnity, or by a third party on the initiative of this party, the right to indemnity only arises in the case it has been explicitly agreed or if it is stipulated by the Civil Code or another act.
7. For the avoidance of doubt, it is agreed that the right to indemnity in the case of criminal, misdemeanour or other administrative proceedings arises

only under the assumption that it is an administrative offence, criminal offence or misdemeanour committed through negligence. In the event it has been finally decided that the Insured committed an intentional criminal offence, administrative offence or misdemeanour, the Insured shall be obliged to return to the Insurer the entire indemnity provided by the Insurer so far.

## ARTICLE 9

### Exclusions from Insurance

1. The insurance does not cover:
  - a) the protection or promotion of the Insured's legal interests if the Insured consumed alcohol or other addictive substances in connection with the loss-incurring event, except the cases of claiming compensation for damage caused to the Insured by an act or omission of a third party;
  - b) cases where the Insured knew, when negotiating the Insurance, or, in light of all the circumstances, could have known of the facts which could lead to occurrence of the loss-incurring event;
  - c) mutual disputes and claims arising between
    - the Insurer providing this Insurance and the Policyholder,
    - the Insurer providing this Insurance and the Insured(s).
2. The Insurance does not establish entitlement to the following:
  - a) payment of any fine, bail or any other monetary penalty imposed on the Insured,
  - b) reimbursement of any damage.
3. In addition, the Insurance does not cover the legal protection of the Insured:
  - a) related to drafting, commenting or approval of any legal documents (especially contracts, unilateral legal actions, submissions addressed to public authorities, etc.), unless the Insurance Policy or contractual arrangements provide otherwise; the provision of Article 7, paragraph 3 of these terms and conditions is not affected by this exclusion,
  - b) in a dispute between the Policyholder and the Insured and between the Insureds,
  - c) in connection with the business activities of the Insured. This exclusion from Insurance does not apply to disputes arising in connection with the driving of any motor or non-motor vehicle in accordance with clause 1 of Article 15 of these LPI GITC 2019,
  - d) in disputes between the Insured and persons affiliated with the Insured. This exclusion from Insurance does not apply to inheritance disputes in accordance with Part C, Article 18e) of these LPI GITC 2019.
4. 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.
5. Further exclusions from Insurance may be stated in the other parts of these Insurance Terms and Conditions, follow-up insurance terms and conditions and in the Insurance Policy.

## ARTICLE 10

### 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 the Insurance under these LPI GITC 2019 shall be deemed to 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 the power of attorney to the legal representative appointed by the Insurer and to provide the legal representative with necessary cooperation.

## ARTICLE 11

### Settlement of Disputes

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 Legal Protection Insurance.
2. In the event of a dispute concerning a conflict of interests or disagreement between the Insurer and the Insured, the Insurer is obliged to inform the Policyholder of the right to enter into the arbitration agreement.

## ARTICLE 12

### 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 the parties to Insurance may only conduct such legal actions related to the Insurance through the Internet application that the application technologically enables at the time of such legal actions.
  - b) The activating key for the purposes of the Insurance concluded under these Insurance Terms and Conditions shall be deemed a numeric or alphanumeric code, delivered to a party to Insurance by the Insurer, the correct entering of which is an unbreakable technological condition of each single access to the Internet application. If any legal action addressed to the Insurer is conducted through the Internet application using the activating key, it is presumed that this legal action has been conducted by the party to Insurance which has been provided with this activating key by the Insurer. In the interest of the legal certainty of the parties to Insurance, legal actions of the party to Insurance addressed to the Insurer through the Internet application may be conditioned, besides using the activating key, also by another security element (e.g., another, i.e., second, numeric or alphanumeric code sent by the Insurer to the party to Insurance in order to conduct a legal action, e.g., in the form of a text message to his/her mobile communication device).
  - c) Legal actions conducted by the party to Insurance through the Internet application shall be deemed to be 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 actions of 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 the delivery of the legal action to the Insurer.

- d) Legal actions conducted by the Insurer through the Internet application shall be deemed to be 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 legal actions or notifications, related to the Insurance, addressed to the Insurer shall be performed, by that party to Insurance, through the Internet application only personally.
  - The party to Insurance is obliged not to 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 conducting legal actions or notifications related to the Insurance through the Internet application.
  - The party to Insurance is obliged to protect his/her activating key, to keep it in secret, not to communicate it or make it accessible to any third party, and to take any usual security measures preventing access of third parties to the activating key.
  - The party to Insurance is obliged, immediately after having detected 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, to notify the Insurer of this suspicion and to proceed in accordance with the Insurer's instructions (particularly, e.g., to change the activating key upon the Insurer's call and in accordance with the Insurer's instructions, etc.).
  - The party to Insurance is obliged to use, for utilisation of the Internet application, only computers or any other communication devices owned or legitimately used by that party to Insurance that are equipped with rightfully (legally) acquired and installed software.

## ARTICLE 13

### Common 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 of ČSOB Pojišťovna, a.s., member of the ČSOB Group, which concludes insurance policies as the Insurer, is: [info@csobpoj.cz](mailto:info@csobpoj.cz).
4. The 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, or to the address of the actual office or the office registered in a public register. 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 the Insurance concluded therein shall be governed by Czech law.
6. The parties may alter their mutual rights and obligations by agreement differently from the LPI GITC 2019.
7. These LPI GITC 2019 become effective on 1 August 2019.

## PART B. | INSURANCE – “DRIVER” VARIANT AND “DRIVER AND OTHER DRIVERS IN THE FAMILY” VARIANT

The Insurance is arranged with the territorial scope of Europe. This shall mean the geographical area of Europe with the exception of the countries in the territory of the former Soviet Union that are not members of the EU, and Turkey.

## ARTICLE 14

### Insured Persons

1. The Insurance in the scope according to Part B of these LPI GITC 2019 can be arranged in the “Driver” variant or in the “Driver and other drivers in the family” variant.
2. Only the Insured explicitly stated in the Insurance Policy has the legal status of the Insured under the Insurance to the extent pursuant to Part B of these LPI GITC 2019 in the “Driver” variant.
3. In addition to the Insured explicitly stated in the Insurance Policy, also all other persons living with the Insured in a shared household at the time of an occurrence of the insured event have the legal status of the Insured under the Insurance to the extent pursuant to Part B of these LPI GITC 2019 in the “Driver and other drivers in the family” variant.

## ARTICLE 15

### Scope of the Insurance and Indemnity Limits

1. The Insurance is arranged only for the case of protection and enforcement of legitimate legal interests of the Insureds arising in connection with the driving of any motor or non-motor vehicle with a permissible weight of up to 3.5 tonnes, including attached trailers (hereinafter referred to as “vehicles”).
2. The Insurance in the “Driver” and “Driver and other drivers in the family” variants covers exclusively the following insured perils:
  - a) **Administrative and criminal proceedings following a traffic accident**  
The Insurance applies to cases in which the Insured, as a driver of the vehicle, is suspected, charged or accused of committing a misdemeanour, administrative offence or criminal offence through negligence in connection with a traffic accident.
  - b) **Administrative proceedings in connection with the operation of a vehicle**  
The Insurance applies to cases in which the Insured is suspected or charged of committing a misdemeanour or administrative offence in connection with the operation of the vehicle (for example unauthorised removal of the vehicle from official records).



c) **Injury caused in connection with the operation of a vehicle**

The Insurance covers disputes concerning the Insured's right to compensation for damage caused to the Insured by a third party in connection with the driving of the vehicle by the Insured, or a dispute concerning the Insured's right to indemnity from the liability insurance for the vehicle operation (liability insurance) of that third party.

## ARTICLE 16

### Exclusions from Insurance

For the avoidance of doubt, the Policyholder and the Insurer have explicitly agreed that, in addition to the exclusions listed in Article 9 of Part A of these LPI GITC 2019, the Insurance within the scope according to Part B of these LPI GITC 2019 does not cover legal protection:

- a) in connection with driving without an appropriate valid driver's licence or without a valid vehicle registration certificate,
- b) in connection with the operation of a vehicle that is technically unfit for the road traffic,
- c) in connection with participation in motor racing, contests, exhibitions, training and test drives.

## PART C. | INSURANCE – “CITIZEN, FAMILY, EMPLOYEE” VARIANT

The Insurance is arranged with the territorial scope of the Czech Republic, with the exception of disputes overcompensation for damage pursuant to Part C, Article 18b) of these LPI GITC 2019, where the Insurance is arranged with the territorial scope of Europe. This shall mean the geographical area of Europe with the exception of the countries in the territory of the former Soviet Union that are not members of the EU, and Turkey. All disputes, with the exception of a dispute overcompensation for damage, which are covered by this Insurance, are covered solely if only Czech law is competent to resolve them.

## ARTICLE 17

### Insured Persons

In addition to the Insured explicitly stated in the Insurance Policy, also all other persons living with the Insured in a shared household at the time of an occurrence of the insured event have the legal status of the Insured under the Insurance to the extent pursuant to Part C of these LPI GITC 2019 in the “Citizen, family, employee” variant.

## ARTICLE 18

### Scope of the Insurance and Indemnity Limits

The Insurance in the “Citizen, family, employee” variant covers exclusively the following insured perils:

- a) **In connection with criminal, misdemeanour and other administrative proceedings conducted for a negligent offence committed by the Insured**  
The Insurance covers cases in which the Insured is suspected, charged or accused of committing a misdemeanour, administrative offence or criminal offence through negligence in connection with ordinary private civic life.
- b) **Disputes overcompensation for damage**  
The Insurance covers disputes in connection with the Insured's right to compensation for damage caused to the Insured's health and life by a third party.
- c) **Disputes over the right under defective performance or the right under quality guarantee (complaint)**  
The Insurance covers disputes overcompensation for damage to the Insured in connection with the exercise of the right under defective performance or the right under quality guarantee, both for disputes where the Insured is forced to exercise his/her right against a third party and for disputes where a third party wrongfully exercises this right against the Insured.
- d) **Disputes arising from credit facility agreements and from loan agreements**  
The Insurance covers disputes overcompensation for damage in connection with a credit facility agreement or a loan agreement concluded by the Insured, both in the position of a debtor and in the position of a creditor. In the case of loan disputes, the Insurance covers only one insured event during the insurance period, while the value of the object of the dispute must not exceed the amount of CZK 500,000 in total.
- e) **Inheritance disputes**  
The Insurance covers disputes concerning inheritance proceedings. By way of derogation, it is agreed that the exclusion under Article 9, paragraph 3d) of Part A does not apply to inheritance disputes.
- f) **Labour-law disputes**  
The Insurance covers labour-law disputes of the Insured with his/her employer arising within the employment or service relationship. The Insurance covers the following areas: validity of termination of employment, compensation for damage, non-payment of wages (salary), of a part thereof or of compensations to which the Insured is entitled, accidents at work, breach of obligations by the employer, defence of the Insured as an employee against the employer's claims, defence of the Insured in criminal, misdemeanour, disciplinary and other administrative proceedings, which is conducted against the Insured for unlawful or negligent conduct in connection with the employment relationship.
- g) **Neighbourhood disputes**  
The Insurance covers civil-law disputes conducted by the Insured against the owner or user of another thing or of an animal, where the Insured is in the position of
  - a) the property owner,
  - b) the authorised user of the property,if the object of the dispute is an unjustified interference with the exercise of the Insured's property or user right to the property, or an interference of the Insured as the owner or user of a thing or of an animal with the exercise of a third party's property right, in the position of the property owner.
- h) **Lease-related disputes**  
The Insurance covers disputes of the Insured as a tenant or subtenant of an apartment or a property. The Insurance also covers disputes of the Insured as a landlord of an apartment or a property.
- ch) **Disputes arising from the insurance**  
The Insurance covers disputes concerning the right arising from the Insurance Policy.

## ARTICLE 19

### Waiting Period

1. The Insurance under the “**Citizen, family, employee**” variant is concluded with a waiting period of three months from the beginning of the Insurance, except for the disputes listed below.
2. The waiting period shall not apply:
  - a) to disputes overcompensation for damage,
  - b) in connection with criminal, misdemeanour and other administrative proceedings conducted for a negligent offence committed by the Insured,
  - c) to disputes arising from the Insurance,
  - d) to inheritance disputes,
  - e) to disputes arising from contracts that have been concluded after the beginning of the Insurance.
3. In the event of an occurrence of the insured event, when the waiting period applies, the Insured is entitled only to the provision of assistance services in the form of legal advisory in accordance with the provision of General Part A, Article 7, paragraphs a) and b) of the LPI GITC 2019.

## ARTICLE 20

### Exclusions from Insurance

For the avoidance of doubt, the Policyholder and the Insurer have explicitly agreed that, in addition to the exclusions listed in Article 9 of Part A of these LPI GITC 2019, the Insurance within the scope according to Part C of these LPI GITC 2019 does not cover legal protection:

- a) in a dispute overcompensation for damage resulting from liability for the termination of the contract negotiations,
- b) in legal relations in companies, cooperatives, associations of unit owners, associations and foundations and other legal entities,
- c) in case of disputes between co-tenants of a property,
- d) in case of disputes concerning copyright and intellectual property,
- e) in case of disputes concerning the personality right,
- f) in case of disputes concerning unequal treatment (e.g., bullying, bossing, unequal salary conditions, etc.),
- g) in case of disputes concerning social security or public health insurance,
- h) in case of disputes referred to in Article 18f), in which the actual or expected amount of damage expressed in money is less than or equal to CZK 1,000.

## PART D. | DEFINITIONS AND INTERPRETATION

1. **Insurer** – ČSOB Pojišťovna, a.s., member of the ČSOB Group.
2. **Term of insurance** – the period for which the Insurance has been concluded. In the case of Insurance for an indefinite period, the term of insurance is defined only by the beginning of the Insurance. The term of insurance is specified in the Insurance Policy and does not have to correspond to the insurance period for which regular premium is paid.
3. **Insurance period** – the period of time for which the regular premium is paid.
4. **Policyholder** – a private individual who has concluded the Insurance Policy with the Insurer and which has committed to pay the premium to the Insurer. The Policyholder does not have to be identical to the Insured.
5. **Indemnity** – for the purposes of the Insurance arranged under these LPI GITC 2019, the sum of indemnities to which the entitled persons are entitled for the insured events occurring under all the Insurance concluded with the Insurer by all the Policyholders under these LPI GITC 2019 and which (indemnities) have been paid out for these insured events by the Insurer.
6. **Insured** – the private individual whose value of the insurable interest the Insurance covers.
7. **Serial insured event** – more mutually related insured events resulting, directly or indirectly, from the same cause, e.g., source, event, circumstance, defect.
8. **Dispute** – a situation of conflict of interests of the Insured and a third party, where the Insured is forced to enforce or protect his/her right if its exercise is disrupted or denied by a third party.
9. **Loss-incurring event** – a circumstance that has resulted in damage and that could be the reason for origination of the right to indemnity.
10. **Party to private Insurance** – the Insurer and the Policyholder as the parties, and also the Insured and any other person having a right or obligation under the private Insurance.