

Complete pre-contract and contractual information about the product can be found in other documents, namely in the General Insurance Terms and Conditions for the Legal Protection Insurance (hereinafter referred to as **"GITC LPI 2019"**), in the Product Info Sheet, in the insurance policy or the insurance application.

### What is this type of insurance?

Legal protection insurance of a vehicle driver.



#### What is the subject of insurance?

##### LEGAL PROTECTION INSURANCE OF A DRIVER

- ✓ The insurance protection and promotion of legitimate legal interests of the insured driver arising in connection with the driving of any motor or non-motor vehicle with a permissible weight of up to 3.5 t, including attached trailers.

More detailed information regarding the subject of insurance and the insured risks covered by the insurance can be found in GITC LPI 2019 in the articles regulating the subject of insurance, in the Product Info Sheet or in the insurance policy.

##### Indemnity

- ✓ The upper limit of the indemnity is determined by the indemnity limit. The indemnity limit is the upper limit of the sum of indemnities for all insured events occurring during the period of one insurance year (if the insurance is concluded for a shorter period, then during the policy period).
- ✓ Co-insurance may be arranged together with the insurance.

More detailed information regarding the indemnity can be found in GITC LPI 2019 in the articles regulating the indemnity, in the Product Info Sheet or in the insurance policy.



#### What does insurance not cover?

##### The insurance does not cover loss-incurring events:

- ✗ in connection with which the entitled person knowingly provides untruthful or grossly distorted substantial information concerning the scope of the insured event, or if the entitled person conceals any substantial information concerning this insured event;
- ✗ caused intentionally by a party exercising the right to indemnity, or by a third party on the initiative of this party, unless the insurance policy expressly provides otherwise or unless otherwise provided by law.

Exclusions from the insurance are included in GITC LPI 2019 in the articles regulating exclusions from the insurance and limitations of the indemnity, in the Product Info Sheet or in the insurance policy.



#### Are there any limitations on the insurance coverage?

- ! In some cases, the indemnity may be limited or reduced. These situations are stated in GITC LPI 2019 in the articles regulating exclusions from the insurance and limitations of the indemnity, in the Product Info Sheet or in the insurance policy.



#### Where does the insurance coverage apply to me?

- ✓ The insurance in the "Driver" option 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).



#### What are my responsibilities?

In addition to the obligations stipulated by generally binding regulations, the parties to insurance are obliged to comply in particular with the following obligations specified in GITC LPI 2019, in the Product Info Sheet or in the insurance policy:

##### The party to insurance is especially obliged to:

- When arranging the insurance, the insured person is obliged to state all information truthfully and completely. During the insurance, the insured person is obliged to notify the insurer, without undue delay and in writing, of all changes in the facts about which the insured person was asked when arranging the insurance.
- In all its actions, it must act in such a way that the loss-incurring event does not occur, in particular it must not violate the obligations aimed at averting or reducing the danger and also it must not accept the violation of these obligations by third parties.
- If the loss-incurring event has already occurred, the insured person is obliged to take measures aimed at avoiding further damage. Furthermore, it is obliged not to change the condition caused by the loss-incurring event until the affected values of the insured interest have been inspected by the insurer or by a person authorised by the insurer. However, this does not apply if such change is necessary for safety or hygiene reasons, or to reduce the consequences of the loss-incurring event; in such cases, the insured person is obliged to provide sufficient evidence of the extent of the loss-incurring event, in particular by the retention of the damaged objects insured or their components in photographic or film material, video recordings and testimony of third parties.
- Moreover, the insured person is obliged to notify the insurer and appropriate 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 crime, an administrative offense or an offense. The party to insurance is obliged to provide a true explanation of the origin and extent of the consequences of this event and to submit the necessary documents thereto.

**In the legal protection insurance, the insured person is also obliged, in particular:**

- To 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 the insured person, and to inform the insurer about the course and outcomes of these proceedings.
- To inform the insurer immediately if, in the case of the loss-incurring event, the insured person has chosen its legal representative and has entrusted this legal representative with defending the insured person's legitimate interests.
- In the case of an occurrence of the insured event, to ensure that the chosen legal representative continuously informs the insurer of the course and development of the insured event, and to exempt the legal representative from secrecy for this purpose.
- To 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 person's insured event.
- In the case of an occurrence of the loss-incurring event, not to acknowledge any obligation to indemnify without the explicit prior written consent of the insurer and not to forgive any debt without the explicit prior written consent of the insurer.
- In the case of an occurrence of the loss-incurring event, to proceed in accordance with the instructions given by the insurer and to provide the insurer continuously with all necessary cooperation.



## When and how to make payments?

The insurance premium is arranged as regular or one-off. The insurance premium is paid by the policyholder, i.e. by Československá obchodní banka, a.s. (hereinafter referred to as "ČSOB"). The insured person pays an insurance fee to ČSOB. The amount of the insurance fee is specified in the Fee Price List.

The insurance fee is deducted from the payment account for the next 12 months in advance. The insurance fee is not applied to selected payment cards. The length of the policy period is 1 year.

More detailed information regarding the insurance premium and the insurance fee can be found in GITC LPI 2019 in the articles regulating the insurance premium, in the Product Info Sheet, in the insurance policy or the Fee Price List.



## When does insurance coverage start and end?

The insurance originates on the day following the conclusion of the payment card issuance contract or on the day following the submission of an application for insurance if it is arranged in addition to the payment card already issued.

The insurance is arranged for the period specified in the payment card issuance contract.

More detailed information regarding the origination and termination of the insurance can be found in GITC LPI 2019, in the Product Info Sheet or in the insurance policy.



## How can I terminate the policy?

The insurance policy may be terminated only by the policyholder, which is ČSOB.

For payment cards, the insurance may be terminated by a written application of the insured person to cancel the insurance, addressed to ČSOB. The insurance terminates on the day following the delivery of the application to ČSOB.

**The insurance may also terminate in particular:**

- upon expiry of the period for which it was agreed;
- by agreement;
- by termination of the insurance interest;
- on the date of death of the insured person;
- by termination of the right to use the payment card;
- if no replacement payment card is issued in the event of loss or theft of the original payment card;
- in another way specified in the insurance policy or in the Civil Code.

More detailed information regarding the termination of the insurance can be found in GITC LPI 2019 in the articles regulating the termination of the insurance, in the Product Info Sheet or in the insurance policy.

## Product Information Sheet

Pre-contract information for those interested in the insurance

Legal Protection Insurance is governed by the insurance policy on insurance of ČSOB cardholders concluded between Československá obchodní banka, a. s. (hereinafter referred to as „**ČSOB**“ or „**the policyholder**“) and ČSOB Pojišťovna, a. s., a member of the ČSOB holding (hereinafter referred to as „**the insurer**“). The insurance is further governed by the General Insurance Terms and Conditions for the Legal Protection Insurance (hereinafter referred to as „**GITC LPI 2019**“), which are available on the website [www.csob.cz](http://www.csob.cz), and by the relevant provisions of generally binding legal regulations. Further information can be found in the Product Info Sheet and in the Insurance Product Information Document for the Legal Protection Insurance.

### Product Information

The insurer arranges the legal protection insurance in the following scope:

#### “Legal protection insurance of a driver”

The legal status of the insured person has a natural person whose name is stated on the payment card issued by ČSOB.

LEGAL PROTECTION FOR DRIVERS	
INSURANCE COVERAGE	
Scope	Territorial scope
Legal aid (defence in court, etc.) in: <ul style="list-style-type: none"><li>– criminal or administrative proceedings following a traffic accident</li><li>– administrative proceedings in connection with the operation of a vehicle</li></ul>	Europe
Recovery of compensation for a damage caused in connection with driving a vehicle	
Insurance benefit limit	CZK 400 000

### Reporting Loss-Incurring Events

Contact details for reporting insured events from the legal protection insurance, any questions regarding this insurance, and for sending all relevant correspondence thereto.

**Telephone line:** +420 466 100 777

**E-mail:** [internetovarizika@csobpoj.cz](mailto:internetovarizika@csobpoj.cz)

The telephone line is available from Monday to Sunday, 24 hours a day.

### Provisions of the insurance terms and conditions which the Client may not reasonably expect

The insurance is arranged within the scope of GITC LPI 2019, part A, B and D.

By way of derogation from GITC LPI 2019, it is agreed that the insurance also covers disputes between the policyholder and the insured person.

In the event that the insurer, after notification and during the investigation of the loss-incurring event, assesses all aspects thereof (especially factual circumstances, existing evidence or legal arguments) in such a way that the prospects of successful protection or of enforcement of legitimate interests of the insured person are insufficient, the insurer is obliged to notify the insured person of this fact immediately, including the reasons which led the insurer to make such assessment. In such a case, the entitled person shall not have the right to indemnity, unless the insured person continues, despite the Insurer's notice according to the previous sentence, to protect or promote its legitimate interests and is successful in protecting or enforcing its legitimate interests. In such a case, the Insurer is obliged to provide the entitled person with the indemnity or with its unpaid part.

## General Information

### Premium and fees

- The insurance premium is arranged as regular. The insurance premium is paid by the policyholder, i.e. by Československá obchodní banka, a.s. (hereinafter referred to as "ČSOB").
- No fees are charged beyond the insurance premium.
- More detailed information regarding the insurance fee can be found in the Insurance Product Information Document for the Legal Protection Insurance.

### Basic information about the insurance

- The insurance is linked to the ČSOB payment card.
- The insurance is arranged for the period specified in the application for insurance.
- The first negotiations relating to the insurance must be conducted in the Czech language.
- The insured person is not a party to the insurance. The insured person is, therefore, not a policyholder and has no right to withdraw from the contract or to terminate the contract.
- The insured person may terminate the insurance by a written application to cancel the insurance, addressed to the policyholder. The insurance thus terminates on the day of delivery of such application.
- The insurance also terminates on the date of the anniversary of the insurance stated in the payment card issuance contract or in the application for the insurance.
- The provisions of Section 2786 of the Civil Code on the change of the insurance premium amount do not apply.

### Dispute Resolution

- The insurance and the relationship between the insured person, the policyholder and the insurer are governed by the Czech law.
- Courts with substantive and territorial jurisdiction in the Czech Republic are intended for judicial resolution of disputes arising from the insurance.
- Complaints, including complaints against the insurance broker, may be sent to the address of the insurer's registered office or submitted through the insurance broker. The Insurer shall notify the complainant, without undue delay, of the receipt of its complaint, as well as of the manner and timeframe of the resolution thereof. Subsequently, the Insurer shall inform the complainant of the complaint resolution in writing. The complainant may refer, with its potential complaint, to the Czech National Bank as the financial market supervisory body responsible also for the insurance industry.
- The Insurer shall always follow the Code of Ethics issued by the Czech Insurance Association (available at [www.cap.cz](http://www.cap.cz)).
- If the prospective buyer, policyholder, insured, or beneficiary is a consumer, he/she is entitled to:
  - Out-of-court settlement of a consumer dispute. 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 ([www.coi.cz](http://www.coi.cz)) or the Office of the Ombudsman of the Czech Insurance Association registered institute ([www.ombudsmancap.cz](http://www.ombudsmancap.cz)).
  - The complete list of entities entrusted with the out-of-court settlement of consumer disputes is available on the website of the Ministry of Industry and Trade ([www.mpo.gov.cz/cz/ochrana-spotrebitele/](http://www.mpo.gov.cz/cz/ochrana-spotrebitele/)).
- The email address for communication with ČSOB Pojišťovna, a.s., member of the ČSOB Group, which concludes insurance policies as the insurer, is: [info@csobpoj.cz](mailto:info@csobpoj.cz).

### Additional information

- The report on the insurer's solvency and financial situation can be found on the insurer's website (in „Who we are“ section, „Obligatory disclosed information“) on the website [www.csobpoj.cz/o-spolecnosti/kdo-jsme](http://www.csobpoj.cz/o-spolecnosti/kdo-jsme).
- Legal protection insurance can be arranged at the insurer also separately. More detailed information on the legal protection insurance arranged separately can be found at [www.csobpoj.cz](http://www.csobpoj.cz), or at any branch of the insurer.

### Additional information about the policyholder

- ČSOB as a policyholder mediates insurance for only one insurer – ČSOB Pojišťovna.
- The share of ČSOB in the share capital of ČSOB Pojišťovna is 0.245 %. The share of ČSOB in the voting rights of ČSOB Pojišťovna is 40 %. The difference between the share in the share capital and the share in the voting rights is the result of the agreement on voting rights in the scope of 39.755 % between ČSOB and KBC Verzekeringen NV.

The controlling entity exercising indirectly (through KBC Verzekeringen NV) a decisive influence on the management of ČSOB Pojišťovna is KBC Group NV. The company has an indirect share (through KBC Bank NV) in the share capital and voting rights of ČSOB of 100 %.

- ČSOB is remunerated by ČSOB Pojišťovna for insurance brokerage. The amount of the remuneration depends on the volume of insurance, the number of insured persons and other predefined criteria.

#### Information about the insurance company

**ČSOB Pojišťovna, a. s., member of ČSOB holding**

530 02 Pardubice, Czech Republic

Company ID No.: 45534306, Tax ID No.: CZ699000761,

incorporated in the Commercial Register maintained by the Regional Court in Hradec Králové, Section B, Insert No. 567

**Phone: (+420) 466 100 777**, fax: (+420) 467 007 444,  
**www.csobpoj.cz**

**Core business of the Insurer:**

Insurance activities under Act No. 277/2009 Sb., on Insurance, as amended

**Name and address of the supervisory authority:**

Czech National Bank, with its registered office at  
Na Příkopě 28, 115 03 Prague 1

#### Policyholder

**Československá obchodní banka, a. s.**

Radlická 333/150, 150 57 Prague 5

Company ID No.: 00001350

Incorporated in the Commercial Register kept by the Municipal Court in Prague, Section B XXXVI, Insert 46

**Phone: 495 300 300, www.csob.cz**