

# Legal Protection Insurance



## Insurance Product Information Document

Company: ČSOB Pojišťovna, a. s., member of ČSOB holding

Product: Legal Protection Insurance

Complete pre-contractual 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 the "GITC LPI 2019") or in the Product Info Sheet.

### What is this type of insurance?

Legal protection insurance of a vehicle driver.

This is a collective insurance, where the parties to insurance policy are ČSOB Pojišťovna, a. s., as the insurer, and Československá obchodní banka, a. s., as the policyholder, the customer is the insured person.



### What is the subject matter 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 matter of insurance and the insured risks covered by the insurance can be found in the GITC LPI 2019, in the articles regulating the subject matter of insurance or in the Product Info Sheet.

#### 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).

✓ Deductible may be arranged together with the insurance.

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



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



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

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



### 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 the GITC LPI 2019, or in the Product Info Sheet.

### 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. 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 length of the policy period is 1 year.

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



## When does the insurance coverage start and end?

### The insurance arises:

- for the ČSOB Premium service, on the day following the day on which the insured person signs the Premium Account Agreement, which states this specific insurance;
- for the Private Banking service, on the day following the day on which the insured person signs the Private Account Agreement, which states this specific insurance;
- 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;
- on the day following the day on which the insured person confirms the interest in the origin of the insurance through the ČSOB service, which establishes this insurance.

The insurance is agreed for an indefinite period.

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



## How can I terminate the policy?

The insurance policy may be terminated only by the policyholder, which is ČSOB. The insurance may be terminated by a written application of the insured person to cancel the insurance addressed to the policyholder. The insurance terminates on the day following the delivery of the application.

### The insurance terminates on the day when:

- the insured person ceases to be the owner of the ČSOB Premium or the ČSOB Private Banking services;
- the insured person concludes a conversion contract for another insurance within the ČSOB Premium or the ČSOB Private Banking services;
- the right to use the payment card terminates;
- it was decided that no replacement payment card shall be issued in the case of loss or theft of the original payment card.

### The insurance may also terminate in particular:

- by an agreement between the insured person and the policyholder on the basis of an application for cancellation of the insurance;
- by non-payment of the insurance fee;
- upon expiry of the period for which the insurance was agreed;
- by termination of the insurance interest;
- on the date of death of the insured person;
- 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 the GITC LPI 2019, in the articles regulating the termination of the insurance, or in the Product Info Sheet.



## Product Info Sheet

### Insurer's Information for Prospective Buyers

The insurance is governed by the General Insurance Terms and Conditions for the Legal Protection Insurance (hereinafter referred to as the "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.

This insurance is a collective insurance, where the parties to the insurance policy are ČSOB Pojišťovna, a. s., as the insurer, and Československá obchodní banka, a. s., as the policyholder. Participation in the insurance is provided to the customer by the policyholder. The customer thus becomes the insured person on the basis of its legal relationship with the policyholder, the customer does not have a direct contractual relationship with the insurer.

## 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 private individual who is the owner of the ČSOB Premium or the ČSOB Private Banking services, or a private individual who has concluded a payment card issuance contract or additionally submitted an application for insurance to an already issued payment card, or a private individual who is a client of ČSOB, a. s. (hereinafter referred to as the "Bank") and uses other services of the Bank to which the insurance offer is linked.

## LEGAL PROTECTION OF A DRIVER

### 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 loss-incurring events from the legal protection insurance, any questions regarding this insurance, and for sending all relevant correspondence thereto.

**Telephone line:** +420 272 099 965

**E-mail:** [pravnipomoc@csobpoj.cz](mailto:pravnipomoc@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 the GITC LPI 2019, parts A, B and D.

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

The insurance is arranged with a waiting period of 3 months, with the proviso that the waiting period does not apply in connection with criminal, offense and other administrative proceedings conducted for a negligent tort. The insurer is not obliged to provide the indemnity from loss-incurring events occurring during the waiting period.

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 promotion of legitimate interests of the insured person are insufficient, the insurer is obliged to notify the insured person of this fact immediately, including of 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 notification according to the previous sentence, to protect or promote its legitimate interests and is successful in protecting or promoting its legitimate interests.

In such a case, the insurer is obliged to provide the entitled person with the indemnity or with its unpaid part.

## 1. Insurance 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.
- The insured person pays an insurance fee to ČSOB. The amount of the fee is specified in the Fee Price List.

## 2. Information on the Insurance Policy and the Insurance

- The insurance is linked to the ČSOB Premium service, the ČSOB Private Banking service, the ČSOB payment card or another ČSOB service, that establishes this insurance.
- The insurance is agreed for an indefinite period.
- Legal actions relating to the insurance must be conducted in the Czech language.

## 3. Practical instructions and information on the possibility of withdrawal from the insurance policy

- The insured person is not a party to insurance. The insured person is, therefore, not a policyholder and has no right to withdraw from the insurance policy or to terminate the insurance policy.
- The insured person may terminate the insurance by a written application to cancel the insurance addressed to the policyholder.
- The insurance shall terminate on the day when:
  - the insured person ceases to be the owner of the ČSOB Premium or the ČSOB Private Banking services;
  - the insured person concludes a conversion contract for another insurance within the ČSOB Premium or the ČSOB Private Banking services;
  - the right to use the payment card terminates;
  - it was decided that no replacement payment card shall be issued in the case of loss or theft of the original payment card.
- The insurance may also terminate in particular:
  - by an agreement between the insured person and the policyholder on the basis of an application for cancellation of the insurance;
  - by non-payment of the insurance fee;
  - upon expiry of the period for which the insurance was agreed;
  - by termination of the insurance interest;
  - on the date of death of the insured person;
  - in another way specified in the insurance policy or in the Civil Code.

The provisions of Section 2876 of the Civil Code on the change of the insurance premium amount do not apply.

## 4. 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 may be sent to the Insurer's registered office address stated below. 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 insured person of the arranged insurance is a consumer, he/she is entitled to the so-called out-of-court resolution of any consumer dispute arising out of the arranged insurance. The materially competent authority for the out-of-court resolution of any consumer disputes arising out of the insurance in question is the Czech Trade Inspection Authority (website of the Czech Trade Inspection Authority: [www.coi.cz](http://www.coi.cz)).
- If the party interested in the insurance, policyholder, insured person, entitled person or beneficiary is a consumer, it is entitled to the so-called out-of-court resolution of consumer disputes. The materially competent authority for the out-of-court resolution of any consumer disputes arising out of insurance types other than life insurance is the Czech Trade Inspection Authority. (website of the Czech Trade Inspection Authority: <http://www.coi.cz>) or the Office of the Ombudsman of the Czech Insurance Association. (website of the Office of the Ombudsman of the Czech Insurance Association: <https://www.ombudsmancap.cz/>).
- The report on the solvency and financial situation of the insurer can be found at [www.csobpoj.cz](http://www.csobpoj.cz)
- 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.

## 5. Breach of Duties

- Breach of the duties stated in the insurance policy, insurance terms and conditions or in law may lead to a reduction or non-provision of the indemnity, refusal of the indemnity, withdrawal from the insurance policy, or termination of the insurance (even without notice) and in the case of liability insurance also to the obligation to pay what the insurer has paid to the damaged person on behalf of the insured person. In the event of a breach of the duties related to the investigation of a loss or an insured event by a party to insurance, the insurer may be entitled, against the party to insurance, to reimburse the costs incurred by the insurer for the investigation of the loss or the insured event.
- By a breach of the policyholder's duties to pay the insurance premium properly and on time, the policyholder may be obliged to pay the fees and interest of the receivable from the outstanding insurance premium, especially default interest and costs associated with its application (e.g. costs of sent reminders to pay the insurance premium, etc.).

## Personal questionnaire

Do you drive a motor vehicle?

YES  NO

### Evaluation of answers:

If you answered **YES**, we recommend that you arrange the Legal Protection Insurance, as the insurance is very suitable for you.

If you answered **NO**, it seems that there are no special reasons for you to arrange the Legal Protection Insurance.

### Information about the insurance company

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

Masarykovo náměstí 1458, Zelené Předměstí  
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: 466 100 777**, fax: 467 007 444, [www.csobpoj.cz](http://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  
Organization ID No.: 00001350  
Incorporated in the Commercial Register kept by the Municipal Court in  
Prague, Section B XXXVI, Insert 46  
**Phone: 800 300 300**, [www.csobpoj.cz](http://www.csobpoj.cz)