



Product Information Sheet

Insurer's Information for Insurance Applicants

Product Information

Legal protection and enforcement of the insured person's legitimate legal interests in the case of a dispute with another entity.

The Legal Protection Insurance includes:

The subject of the insurance is the legal protection of the legitimate interests of the insured driver explicitly stated in the insurance policy in legal relations related to driving a vehicle.

- telephone or email legal advisory related to an existing legal dispute of the insured person,
- commissioning a service provider for the purpose of finding a solution to the insured person's insured event,
- the service of Legal assessment of selected types of contracts:
 - employment contract,
 - lease or sublease agreement for (an) immovable asset(s),
 - purchase agreement for the purchase of (a) movable asset(s),
 - purchase agreement for the purchase of (an) immovable asset(s),
 - future purchase agreement for the purchase of (an) immovable asset(s),
 - booking contract for the purchase of (an) immovable asset(s),
 - purchase agreement for the transfer of a cooperative share in a housing cooperative,
 - contract for work,
 - donation contract.

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

Special notice

The insurance is arranged with a **waiting period of 3 months**, with the proviso that the waiting period does not apply:

- a) to disputes over compensation for damage,
- b) in connection with criminal, misdemeanour and other administrative proceedings conducted for a negligent offence committed by the Insured,
- c) to inheritance disputes,
- d) to disputes arising from contracts that have been concluded after the beginning of the Insurance.

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 ruled 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.

The insurance does not give rise to an entitlement for indemnity in case of disputes, the value of which **does not exceed the amount of CZK 2,000 or is higher than CZK 20,000,000**.

In the event 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 are insufficient**, the Insurer is obliged to notify the Insured 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 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 portion.

These provisions of the insurance terms and conditions could be considered as provisions unexpected within the meaning of Section 1753 of the Civil Code.

General information

Premium and fees

- The premium is agreed as regular with the insurance period of 1 year. The amount of the premium depends on the required scope of the insurance.
- The premium may be paid in cash at the points of sale of the Insurer, by non-cash transfer to the Insurer's account, or by direct debit from the policyholder's account. The premium is due on the first day of the insurance period. The insurance policy may stipulate the payment of the premium in semi-annual, quarterly or monthly instalments. The maturity dates of the premium instalments are specified in the insurance policy.
- The Insurer's bank account for the premium payments: 187078376/0300.
- The tax aspects of the insurance are governed by the generally binding legal regulations of the Czech Republic, in particular by Act No. 586/1992 Coll., on Income Tax, as amended.
- Validity of the information provided by the Insurer in this document is not limited in terms of time in any way in advance. In accordance with LPI GITC 2023 and with Sections 2785 and 2786 of the Civil Code, the Insurer is entitled to change the amount of the premium depending on the changes in the defined conditions decisive for determination of the premium amount for the following insurance period.

Information on the insurance policy and the insurance

- This insurance policy is concluded for an indefinite period.
- The minimum length of the policy period is 12 months.
- The insurance policy may only be concluded in the Czech language. The first negotiations relating to the insurance must be conducted in the Czech language.
- The insurance policy shall be deposited at the Insurer at the address specified below, where a copy of the insurance policy may be requested.
- In the case that the insurance policy was concluded with exclusive use of the means of remote communication, the Insurer shall provide the policyholder, upon request, with any further information if the policyholder requests so.

The insurance may be terminated in particular due to the following reasons:

- day following futile expiry of the period set by the Insurer in the reminder for payment of the outstanding premium, or a part thereof,
- termination notice within 2 months of the conclusion of the insurance policy,
- termination notice within 3 months of the notification of the loss-incurring event,
- termination notice as of the end of the insurance period delivered to the other party no later than 6 weeks before the end of the insurance period if the insurance has been arranged with the regular premium,
- by withdrawal from the insurance policy,
- upon the extinction of the insurable interest,
- on the date of death of the Insured,
- by written agreement of the contracting parties.

Practical guidelines on the possibility of withdrawal from the insurance policy

The contracting parties may withdraw from the insurance policy under Section 2808 (1) of the Civil Code. The Insurer has the right to withdraw from the insurance policy in the case the Policyholder or the Insured has breached, intentionally or negligently, the obligation to provide true information under Section 2788 of the Civil Code and if the Insurer proves that it would not have concluded the policy, had the questions been answered truthfully and completely. The policyholder has the right to withdraw from the policy in the case the Insurer has breached the obligation under Section 2789 of the Civil Code. The right to withdraw expires if not exercised within 2 months from the date on which the contracting party became or must have become aware of the breach of obligation. The contracting parties shall settle their liabilities pursuant to Section 2808 (2) of the Civil Code.

The policyholder has the right to withdraw from the insurance policy concluded in the form of distance trading pursuant to Section 2808 (3), or in the case of a policyholder who is also a consumer pursuant to Section 1846 (1) of the Civil Code, without giving a reason, within 14 days from the date of its conclusion or from the date when the insurance terms and conditions were communicated to it, if this communication happens after the policy conclusion or in the case of policyholder - consumer. The right to withdraw expires if not exercised within the stated period of 14 days. In the case of a consumer, the period is maintained also if withdrawal notification is sent to the Insurer within this period. To withdraw from the insurance policy, the policyholder may, in this case, use the form for withdrawing from the policy published at the below stated website of the Insurer, which is also available at the Insurer's points of sale. If the policyholder withdraws from the insurance policy pursuant to Section 2808 (3) of the Civil Code, the contracting parties shall settle their obligations pursuant to Section 2808 (5) of the Civil Code.

Resolution of disputes

- The insurance policy is governed by the laws of the Czech Republic.
 - If the Insured requests so, the Insurer is obliged to enter into an arbitration agreement with the policyholder to resolve disputes arising from the legal protection insurance.
 - Courts with substantive and territorial jurisdiction in the Czech Republic are intended for judicial settlement of disputes arising from the insurance policy.
 - 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 complaint to the Czech National Bank, as the financial markets supervisory body responsible also for the insurance industry.
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- The Insurer shall always follow the Code of Ethics issued by the Czech Insurance Association (available at www.cap.cz).
- If the party interested in insurance, the Policyholder, the Insured, the entitled person or the beneficiary is a consumer, he/she is entitled to the so-called out-of-court settlement of consumer disputes. The materially competent authority for the out-of-court resolution of consumer disputes arising out of insurance types other than life insurance is the Czech Trade Inspection Authority (website: <http://www.coi.cz>) or the Office of the Ombudsman of the Czech Insurance Association registered institute (website: <https://www.ombudsmanacap.cz/>).

Breach of obligations

- 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 obligations related to the investigation of a loss-incurring or insured event by a party to insurance, the Insurer may be entitled to receive, from the parties to insurance, reimbursement of the costs incurred by the Insurer for the investigation of the loss-incurring or insured event.
- By a breach of the policyholder's duties to pay the premium in a due and timely manner, the policyholder may become obliged to pay the fees and interest of the receivable from the outstanding premium, especially default interest and costs associated with its application (e.g. costs of sent reminders to pay the premium).

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 <https://www.csobpoj.cz/o-spolecnosti/kdo-jsme>.

Your insurance company (Insurer)

ČSOB Pojišťovna, a.s., member of the ČSOB Group

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
Telephone: **466 100 777**, fax: 467 007 444
www.csobpoj.cz, e-mail: **info@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

Insurer company's representative

Name and surname, address of registered office/place of
business, telephone, e-mail.