

Liability insurance



Insurance Product Information Document

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

Product: Liability 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 Liability Insurance (hereinafter referred to as the "GITC LI 2018"), or in the Product Info Sheet.

What is this type of insurance?

Liability insurance for a damage caused to another person.

This 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, the customer is the insured person.



What is the subject matter of insurance?

LIABILITY INSURANCE

- ✓ in the case of statutory liability of the insured person or co-insured persons for a damage caused to another person;
- ✓ caused to another person in connection with the ownership of a building or an apartment;
- ✓ it applies to a damage caused by all members of a household, by domestic animals or by a person entrusted by the insured person to the custody of a child or of an animal, or to the routine maintenance of the household.

More detailed information regarding the subject matter of insurance and the insured risks covered by the insurance can be found in the GITC LI 2018, 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 sum of indemnities paid for insured events occurring within the period of one insurance year (or within the policy period if the insurance is concluded for a shorter period) shall not exceed double the indemnity limit specified in the application for insurance.
- ✓ Deductible may be arranged together with the insurance.

More detailed information regarding the indemnity can be found in the GITC LI 2018, 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 LI 2018, 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 LI 2018, in the articles regulating exclusions from the insurance and limitations of the indemnity, or in the Product Info Sheet.

The main exclusions from insurance that you would not have to expect include:

- ! In the case of the liability insurance, the limited indemnity limit specified in more detail in the GITC LI 2018 applies to the case of a damage to electronics, phones and kitchen appliances.



Where does the insurance coverage apply to me?

- ✓ The liability insurance covers insured events occurring in the territory of Europe.
- ✓ The building tenant liability insurance covers only the liability for a damage related to the use of a building in the territory of the Czech Republic.



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 LI 2018, or in the Product Info Sheet.

- 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 liability 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, to communicate the name of their legal counsel, and to inform the insurer about the course and outcomes of the proceedings.
- Without the express prior written consent of the insurer, not to recognise towards the damaged party any debt for compensation for a damage, for which the insured person is liable in relation to the loss-incurring event.
- In the proceedings concerning the compensation for a loss-incurring event, to proceed in accordance with the insurer's instructions; in particular, the insured person must not, without the insurer's consent, commit to compensate for any statute-barred receivable, and must not conclude a court settlement without the insurer's consent. The insured is obliged to file a timely appeal against the decision of the competent authorities concerning the compensation for a damage, unless a different procedure is agreed with the insurer during the appeal period.



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 LI 2018, 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:

- 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;
- 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.

The insurance is agreed for an indefinite period.

More detailed information regarding the origin and termination can be found in the GITC LI 2018, 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 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 LI 2018, 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 2018**"), which are available on the website **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

Liability insurance

The insurance offers insurance protection in case you cause any damage to someone else, which is not excluded in the GITC LI 2018 or in the insurance policy. We shall compensate for you not only damages caused directly by yourself, but also by other members of your household. Also, damages that may be caused by your pets or by a person you have entrusted with the custody of a child, an animal, or with routine household maintenance.

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

The insurance is arranged with a **waiting period** defined in the GITC LI 2018 in the length of maximum of 4 months from the beginning of the insurance. The insurer is not obliged to provide the indemnity from loss-incurring events occurring during the waiting period.

Liability insurance has its defined exclusions from insurance, i.e. situations which do not establish the right to indemnity. Exclusions are listed in the GITC LI 2018, in the article entitled **Exclusions from Insurance**.

In the case of a damage to electronics, phones and kitchen appliances, the indemnity limit up to **CZK 3,000** per one insured event applies.

When causing net financial loss, i.e. a damage that is not preceded by damage to health or property, the indemnity limit agreed in the insurance policy applies, however, a maximum of **CZK 30 million** (whichever is lower).

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 on the Insurance

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, 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 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).
- 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).
 - 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.ombudsman.cap.cz/>).
- The report on the solvency and financial situation of the insurer can be found at www.csobpoj.cz
- Liability 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, 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

Have you already concluded civil liability insurance?

☐ YES ☐ NO

Evaluation of answers:

If you answered **NO**, we recommend arranging the Liability Insurance, as the insurance is very suitable for you.

If you answered **YES**, it seems that there are no special reasons for you to arrange the Liability Insurance. In such case, we recommend that you consider its possible arrangement with regard to the comparison of the scope of insurance coverage and the indemnity limits.

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

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: 800 300 300, www.csobpoj.cz