

Public Promise

made under the provisions of Sections 2884 to 2886 of Act No. 89/2012 Sb., Civil Code, as amended (also referred to as "Civil Code")

Travel insurance

- Mitigation of exclusion from insurance for loss-incurring events arising from epidemic or pandemic infection within the Medical Expenses Insurance
- Extension of the right to automatic prolongation of the term of insurance

ČSOB Pojišťovna, a. s., member of the ČSOB Holding, with its registered office at Masarykovo náměstí 1458, Zelené Předměstí, 530 02 Pardubice, ID No.: 455 34 306, VAT No.: CZ 455 34 306, entered in the Commercial Register maintained by the Regional Court in Hradec Králové, Section B, Insert 567 (also referred to as **"Insurance Company**" or **"Insurer**"), represented by:

Mgr. Jiří Střelický, M.A., Ph.D., Chairman of the Board of Directors, and Ing. Marek Cach, Member of the Board of Directors,

undertakes by this Public Promise to

- provide the entitled person, upon compliance with the Terms and Conditions set out in Article I of this Public Promise (also referred to as "Terms and Conditions"), with indemnity pursuant to Article II of this Public Promise and
- upon meeting the prerequisites set forth in Article III of this Public Promise (also referred to as "prerequisites"), extend the list of situations (objective facts) in which the Insured is required to remain abroad independently of his/her will after the expiry of the term of insurance agreed in the insurance policy (also referred to as the "original term of insurance"), and in which situations the original term of insurance will be automatically extended in accordance with Article IV of this Public Promise.

I. Terms and Conditions

The Terms and Conditions for mitigation of exclusion from insurance for loss-incurring events arising from epidemic or pandemic infection are as follows:

- The Insured has arranged with the Insurer (regardless of whether the Insured is or is not a policyholder) the Medical Expenses Insurance within the Travel Insurance product; an exclusion from insurance is agreed in this insurance product, according to which the insurance does not cover loss-incurring events arising from epidemic or pandemic infection.
- 2. During the period of effectiveness of this Public Promise and during the term of the Medical Expenses Insurance within the Travel Insurance product, a loss-incurring event from the Medical Expenses Insurance occurred as a result of epidemic or pandemic infection.
- 3. The occurrence of a loss-incurring event according to the previous paragraph 2 of this article with the sole exception the exclusion from insurance being fulfilled, according to which the insurance does not cover loss-incurring events arising from epidemic or pandemic infection meets any and all other prerequisites agreed by the insurance policy for an event to be an insured event giving rise to the right to indemnity to the entitled person.

II. Indemnity

- 1. The Insurance Company will provide indemnity from the Medical Expenses Insurance even if a loss-incurring event according to Article I, paragraphs 2 and 3 of this Public Promise occurred as a result of epidemic or pandemic infection, except in situations (such situations will continue to be excluded from insurance) in which the Insured became infected in a country which the Ministry of Foreign Affairs of the Czech Republic did not recommend as a destination due to the spread of epidemic or pandemic infection, and in which situations the Insured travelled from the Czech Republic to the country where the Insured became infected after the date of publication of that recommendation, or warning, by the Ministry of Foreign Affairs of the Czech Republic on its website.
- 2. By way of derogation from the provisions of Section 2886 of the Civil Code, the Insurance Company undertakes to provide indemnity, upon compliance with the Terms and Conditions specified in Article I of this Public Promise, to each entitled person following all other provisions of the insurance policy.
- 3. For the avoidance of any disputes, the Insurance Company explicitly states that the provisions of Articles I and II of this Public Promise and the right to indemnity according to the provisions of Articles I and II of this Public Promise apply only to the Medical Expenses Insurance and not to any other types of insurance arranged within the Travel Insurance product.
- 4. The Public Promise (Articles I and II thereof) applies to loss-incurring events occurring during its period of effectiveness.

III. Prerequisites

The prerequisites for extending the list of situations (objective facts) in which the Insured is required to remain abroad independently of his/her will after the expiry of the original term of insurance, and in which situations the original term of insurance will be automatically extended are as follows:

- 1. The Insured has arranged with the Insurer (regardless of whether the Insured is or is not a policyholder) the Travel Insurance product (in any of its versions) and a contractual arrangement on the automatic extension of the term of insurance is agreed (included) within this Travel Insurance product.
- 2. During the period of effectiveness of this Public Promise and during the term of any insurance agreed within the Travel Insurance product, any measure (e.g. quarantine) was imposed on the Insured by decision of the competent public authority in connection with epidemic or pandemic infection, as a consequence of which measure, the Insured is objectively, independently of his/her will, required to remain abroad even after the expiry of the original term of insurance.

IV. Extension of the list of situations (objective facts) in which the Insured, independently of his/her will, is required to remain abroad after the expiry of the original term of insurance and in which situations the original policy period will automatically be extended

- 1. By this Public Promise, the Insurance Company undertakes that in addition to situations (objective facts) already agreed in the insurance policy itself, or in the insurance Terms and Conditions that are an integral part thereof, under which the original term of insurance will be automatically extended, the Insurance Company will consider such a situation (objective fact) to be one in which any measure (e.g. quarantine) was imposed on the Insured by decision of the competent public authority in connection with epidemic or pandemic infection, as a consequence of which measure, the Insured, independently of his/her will, is required to remain abroad even after the expiry of the original term of insurance.
- 2. If the original term of insurance is automatically extended due to any of the situations (objective facts) specified in Article III, paragraph 2 and in Article IV, paragraph 1 of this Public Promise, the original term of insurance will be extended by the time necessary for arranging the Insured's return to the Czech Republic, but by a maximum of 30 consecutive days immediately following the original term of insurance (maximum length of automatic extension of the term of insurance agreed otherwise in the insurance policy or the insurance Terms and Conditions does not apply to this situation).

- 3. The automatic extension of the original term of insurance pursuant to Articles III and IV of this Public Promise will not take place in situations (the provision on automatic extension of the term of insurance will continue to apply to such situations only to the extent agreed in the insurance policy itself, or in the insurance Terms and Conditions) in which a measure (e.g., quarantine) was imposed on the Insured in connection with epidemic or pandemic infection, objectively forcing the Insured, independently of his/her will, to remain abroad even after the expiry of the original term of insurance, by decision of the competent public authority in a country which the Ministry of Foreign Affairs of the Czech Republic did not recommend as a destination due to the spread of epidemic or pandemic infection, and in which situations the Insured travelled from the Czech Republic to the country in which the restrictive measure was imposed on him/her after the date of publication of that recommendation, or warning, by the Ministry of Foreign Affairs of the Czech Republic on its website.
- 4. In matters not expressly regulated by Articles III and IV of this Public Promise, the automatic extension of the term of insurance pursuant to Articles III and IV of this Public Promise is governed by all of the provisions of the insurance policy or the insurance Terms and Conditions.

V. Final Provisions

- 1. The Public Promise is made by the Insurance Company
 - in relation to Articles II and II of this Public Promise (Mitigation of exclusion from insurance for loss-incurring events arising from epidemic or pandemic infection within the Medical Expenses Insurance) with retroactive effect from 21 February 2020,
 - in relation to Articles III and IV of this Public Promise (Extension of the right to automatic prolongation of the term of insurance) with effect from 2 March 2020, for an unlimited period.
- 2. The Public Promise in electronic form will be available on the public website of the Insurance Company at www.csobpoj.cz/dokumenty-ke-stazeni as long as it is in effect.
- 3. The Public Promise in hardcopy is available at the registered office of the Insurance Company.

Pardubice, on 2 March 2020

Mgr. Jiří Střelický, M.A., Ph.D. Chairman of the Board of Directors ČSOB Pojišťovna, a. s., Member of the ČSOB holding

Ing. Marek Cach Member of the Board of Directors ČSOB Pojišťovna, a. s., Member of the ČSOB holding

