

Pre-contractual information about the Insurer and Necessary and Urgent Health Care Insurance for Foreigners

This information is based on the Insurance Contract and the **General Insurance Terms and Conditions for Necessary and Urgent Health Care Insurance for Foreigners** (the "Insurance Terms and Conditions"). The Insurance Terms and Conditions, as amended, are available at <https://www.maximapojistovna.cz/zdravotni-pojisteni-cizincu/pojisteni-lecebnych-vyloh-cizincu>. This pre-contractual document, together with the Insurance Product Information Document and the Record of Negotiations, contains the information required under Section 83 et seq. of Act No 170/2018 Sb. on insurance and reinsurance distribution.

1. Information about the Insurer

MAXIMA pojišťovna, a. s.

Registered office: Italská 1583/24, 120 00 Prague 2 Vinohrady, Czech Republic

Phone: +420 273 190 400 • Email: info@maxima-as.cz

Website: www.maximapojistovna.cz

Registration number: 61328464 • Incorporated under register entry B 3314 at the Municipal Court in Prague • Data box: q23e43v

An employee of the Insurer may receive reasonable commission if an Insurance Contract is concluded.

2. Method for determining the amount of a claim

Indemnity is determined with regard to the amount of treatment costs incurred and is limited by the **indemnity limit** agreed in the Insurance Contract.

3. Consequences of a breach of the obligations of the Insured and the Policyholder

If the Policyholder or the Insured breaches any of the obligations provided for by law, the Insurance Terms and Conditions, or the Insurance Contract when taking out the insurance or when amending the Insurance Contract and if this results in a lower premium, the Insurer **may reasonably reduce the indemnity** unless the law provides otherwise. A reasonable reduction in the indemnity means a reduction by the ratio of the premium paid and the premium that should have been paid had the obligation not been breached.

The Policyholder and the Insured are obliged to provide the Insurer with true information regarding the insurance to be taken out when entering into the Insurance Contract or when reporting a loss event, otherwise the Insurer has the right to **refuse (not to pay) the indemnity or to withdraw from the Insurance Contract**.

If a breach of any obligations provided for by law, the Insurance Terms and Conditions, or the Insurance Contract has a significant impact on the occurrence of a loss event or its course, on increasing the scope of its consequences, or on identifying or determining the amount of indemnity, the Insurer **may reduce the indemnity** in proportion to the impact of this breach on the scope of the Insurer's obligation to pay, unless the law provides otherwise.

The Insurer may **reduce the indemnity** if the occurrence or increase in the scope of the consequences of the loss event is caused by gross negligence of persons specified in the General Insurance Terms and Conditions.

In cases where the law does not allow a reduction in the indemnity, the Insurer has **the right to reimbursement of the amounts paid** in relation to the person breaching the obligation to the same extent as it would otherwise be entitled to reduce the indemnity.

If the obligation to notify an increase in the insurance risk is not met and the Insurer terminates the Insurance Contract on the basis of its findings, the **Insurer is entitled to the premium until the end of the insurance period** in which the insurance ceases.

4. Method for handling complaints and resolving disputes

The Insurer prioritises the out-of-court settlement of any disputes. Complaints may be submitted using the form available at http://www.maximapojistovna.cz/sites/default/files/formular_pro_podani_stiznosti.pdf, by email to info@maxima-as.cz, or in writing to the Insurer's address. A reply communicating and justifying the complaint settlement is sent in writing to the complainant within 30 days.

A complaint may also be submitted to the Czech National Bank, Na Příkopě 28, Prague 1, which is the oversight authority for the activities of insurance companies. The CNB does not have the competence to resolve a dispute between a complainant and the Insurer.

Complainants may assert their right to payment by bringing an action in civil proceedings before a court with substantive and territorial jurisdiction.

The Ombudsman may also be approached in matters relating to the right to equal treatment and protection against discrimination. Such a complaint may be submitted in writing or orally on the record and is not subject to a fee.

In the case of non-life insurance, policyholders, insured persons, and beneficiaries may also contact the Czech Trade Inspection Authority with their case within one year of the complaint for the purpose of out-of-court dispute resolution. Learn more at www.coi.cz or at the Czech Trade Inspection Authority, Štěpánská 567/15, 120 00 Prague 2, phone: +420 296 366 360. Proceedings before the CTIA are governed by Act No 634/1992 on consumer protection.

Consumers may also seek the out-of-court settlement of an insurance dispute as a form of resolving consumer disputes by initiating proceedings with the Ombudsman of the Czech Insurance Association. A motion is filed electronically via the form at <https://www.ombudsmancap.cz>.

5. Payments beyond the scope of the premium

The Insurer does not collect any payments or fees beyond the premium.

If the insurance ceases **before the commencement date**, the Insurer shall refund to the Policyholder the premium paid, less the costs associated with the establishment and administration of the insurance contract, which amount to 30% of the premium received (cancellation charge).

If the insurance ceases **after the commencement date**, the Insurer shall refund to the Policyholder the unearned premium, less the costs associated with the establishment and administration of the insurance contract, which amount to 30% of the premium received (cancellation charge).

Further conditions applicable to the specific reasons for cessation are set out in the insurance terms and conditions.

6. Applicable law

The Insurance Contract and legal consequences arising from it are governed by the laws of the Czech Republic. Disputes arising from the Insurance Contract will be resolved before the courts of the Czech Republic.

7. Solvency report

The solvency report is published every year and is available at <https://www.maximapojistovna.cz/o-spolecnosti/vyrocnizpravy>.