

# Travel insurance terms and conditions

for bank cards issued by Erste Bank Hungary Zrt.

Under these insurance terms and conditions (hereinafter “terms and conditions”), UNION Vienna Insurance Group Biztosító Zrt. (hereinafter “the insurer”) provides insurance benefits in connection with the bank cards issued by Erste Bank Hungary Zrt. Issues not regulated herein shall be governed by the applicable Hungarian laws as in effect from time to time.

## Chapter I – Definitions

**Insurer:** UNION Vienna Insurance Group Biztosító Zrt., which assumes the insurance risk and undertakes to provide the benefits specified in these insurance terms and conditions in exchange for the premium paid by the policyholder.

**Insurer's agent:** assistance partner Europ Assistance Kft., the legal entity acting on the Insurer's behalf to provide assistance services specified in the terms and conditions.

**Policyholder:** Erste Bank Hungary Zrt.

**Bank card agreement:** the specific agreement between the policyholder and its customer under which the policyholder issues a bank card to the customer.

**Bank card:** any MasterCard Standard, MasterCard Standard Currency Card, Visa Classic, Visa Classic Credit Card, MasterCard Standard Credit Card, Visa Business, MasterCard Business, MasterCard Business Currency Card, MasterCard Széchenyi Card, MasterCard Gold, MasterCard Gold Business Card and MasterCard Platinum Credit Card issued by the policyholder.

**Cardholder:** any natural person holding a valid bank card that satisfies the definition of bank card provided herein, or a bank card agreement for such card.

**Insured:** any cardholder over 14. Persons in service abroad, those travelling abroad either for more than 30 days (in the case of the Platinum Travel Insurance Package, more than 60 days) or for the purpose of taking a physical job or carrying out work (whether with a work permit or otherwise), and foreign nationals travelling to the country of their citizenship shall not be considered insured.

**Beneficiary:** the person entitled to the benefits specified in the insurance policy.

Beneficiaries may include the following:

- a person designated by the policyholder in the policy (named beneficiary),
- the possessor of a bearer policy;
- the insured or their heir in cases where a beneficiary has not been named in the insurance policy or where the policy is not valid at the time of the incident occurring.

**Under this policy, at the insured's death, the beneficiary will be the insured's heir provided that no other beneficiary has been named for the event of the insured's death. As to the rest of the services, the insured shall be considered the beneficiary.** Where the insured is not the same as the policyholder, designation of any beneficiaries requires the insured's written consent. In the absence of such consent, any provisions in the insurance policy for the designation of beneficiaries shall be null and void.

By giving joint written notice to the insurer, the policyholder and the insured may at any time designate beneficiaries other than the originally designated beneficiary.

The designation of a beneficiary shall lose effect if, prior to the incident occurring, the beneficiary dies or is wound up without a legal successor.

**Insurance policy:** a group contract for travel insurance between the policyholder and the insurer.

**Illness:** a sudden and unforeseen deterioration of the insured's health (acute disease) which, without immediate medical care, would cause the insured's health to deteriorate further or lead to their death. Cover is excluded for illnesses resulting from complaints, diseases or accidents that have existed within six months prior to commencement of the journey and have been treated by a medical practitioner.

**Accident:** sudden occurrence, during the period of cover, of a single external stress outside of the insured's control which causes an acute lesion in the human anatomy that is evidenced by a medical specialist to involve injury, medical care or death. **Bodily injuries resulting from illnesses shall not be considered accidents. For the purpose of this condition, accidents shall exclude occupational diseases as well as self-mutilation or suicide committed or attempted by the insured even where at the time of the incident occurring, the insured was not accountable for their actions.**

**In respect of accidental death and permanent accidental disability, accidents for the purpose of this condition shall exclude frostbites,**

**sunstroke, heat exhaustion, drowning, burns caused by quartz or tanning beds, overstrain caused by lifting, spinal disc herniation and other herniations, any infections transmitted by humans, animals or other organisms, and sprains not requiring open surgery.**

**Time of incident:** the time when an illnesses is diagnosed or the day on which an accident occurs.

**Period of insurance:** the period of cover, commencing when the card is manufactured and terminating at any of the following times:

- upon expiry of the bank card on the date of expiry at 12 p.m.,
- upon termination of the bank card agreement on the date of termination at 12 p.m.,
- upon the insured's death,
- upon termination of the insurance policy between Erste Bank Hungary Zrt. and the insurer.

**Close relative** (Hungarian Civil Code, Section 8:1 (1) 1)): shall mean spouses, next of kin, adopted children, stepchildren, foster children, adoptive parents, stepparents, foster parents and siblings.

**Relative** (Hungarian Civil Code, Section 8:1 (1) 2)): shall mean close relatives, registered partners, spouses of the next of kin, spouse's next of kin and siblings, and spouses of siblings.

**Travelling companion:** the person travelling together with the insured during the coverage period, who was at the scene when the insured event occurred.

**Travel insurance package:** all the travel insurance benefits pertaining to the specified bank card included in the insurance coverage.

We differentiate between the following travel insurance packages:

- Standard Travel Insurance Package,
- Business Travel Insurance Package,
- Gold Travel Insurance Package,
- Platinum Travel Insurance Package.

The individual travel insurance packages differ from one another in terms of range of benefits, sums insured and limits.

## Chapter II – Scope and premium

### 1. Insurance

Under these insurance terms and conditions, the insurer undertakes to provide insurance cover in exchange for the insurance premium paid by the policyholder up to the limits specified in the table of benefits in the event of the occurring of any incident under these terms and conditions.

### 2. Geographical scope and term of cover

#### 2.1. Geographical scope

The cover includes all countries in the world except Hungary and, where the insured is a foreign national, their country or countries of citizenship.

#### 2.2. Term

The period of cover shall commence upon the insured's departure from Hungary and last until their return. The duration of a single stay abroad shall not exceed 30 (in the case of the Platinum Travel Insurance Package 60) consecutive days. At 12:00 p.m. on the thirtieth day (in the case of the Platinum Travel Insurance Package, on the sixtieth day) following commencement of the journey, the cover will expire whether or not the insured has returned to Hungary within this time limit. The cover only includes incidents occurring during the period of insurance.

At the insurer's request, the insured must provide solid evidence of the date and time of their outbound journey.

### 3. Insurance premium

The insured has no obligation to pay any insurance premium.

### 4. Insurance benefits

4.1. The insurer shall provide the insurance benefits specified in these terms and conditions.

4.2. A specific period and insured may not be covered by multiple policies under these terms and conditions. Where despite the foregoing, the insured has multiple travel insurances under these terms and conditions, the insurer will provide the benefits only once.

### Chapter III – Accident and sickness insurance, assistance

#### 1. Medical assistance and insurance

1.1. It shall qualify as an incident if the insured contracts an illness or has an accident during the period of cover and requires immediate medical care as a result. In the event of an incident occurring, following the emergency call the insurer will provide medical services to the insured and will, under this insurance condition, cover the expenses of medical care provided abroad up to the limits specified in the table of benefits as follows.

#### 1.2. Medical assistance

Subject to these terms and conditions, the insurer undertakes the following:

- to send a medical practitioner to the insured's location within the shortest possible time or refer the insured to a medical practitioner by providing the address.
- to arrange for additional specialist or hospital care as required.
- to arrange for patient transport in the case of the insured's immobility.
- to keep up regular communications with the medical practitioner or healthcare institution providing care to the insured.
- to arrange for the insured's repatriation to Hungary and their placement with a healthcare institution in Hungary if allowed by the condition of the insured who is hospitalised or requires continued outpatient care. The time and method of patient transport will be agreed between the insurer and the medical practitioner providing the treatment.
- to provide regular updates on the insured's condition to a person who stays in Hungary and has been designated by the insured.

**The insurer will not reimburse the insured for any damages resulting from the curtailment of their journey for health reasons.**

#### 1.3. Medical insurance services

The insurer will cover the expenses of reasonable and standard care with no choice of physician against the invoice for such expenses, to the extent of the average rates applicable at the place where the medical services are received, up to the limits specified in the table of benefits, provided that the insured immediately notified the insurer or its agent about their need for medical assistance, or, where the insured's condition or the circumstances prevented immediate notification being given to the insurer, the insured reported the medical care within 48 hours of the incident occurring. Where the insured fails to notify the insurer or its agent as specified above, and it results in essential circumstances not being able to be identified, the insurer will reimburse the insured on a subsequent basis for the expenses incurred up to HUF 50,000 against the invoice for such expenses.

If the insured event does not allow the Insured to satisfy their reporting obligation and it is unambiguously justified and documented in the police and/or medical report issued in connection with the insured event, the Insurer may decide (at their sole discretion) to provide compensation for costs in excess of the threshold value mentioned above.

In matters of urgency, the reporting obligations set out in this section shall not apply.

Emergency occurs when:

- the lack of medical help might threaten the life or safety of the Insured or cause irreparable damage to the health or bodily soundness of the insured;
- the Insured shall need immediate medical attendance based on the symptoms displayed (e.g. loss of consciousness, bleeding, acute contiguous illness, high fever, vomiting) or the accident suffered;
- the deterioration of the illness that had existed before the travel shall require urgent medical help.

Exceptions to these are illnesses arising out of alcoholism, drug abuse or the taking of any other narcotic substances.

Based on the above, the insurer will cover the expenses of the following medical services:

- medical examination,
- specialist medical examination,
- medical treatment,
- laboratory tests, X-ray
- hospital treatment until the patient may be repatriated,
- surgery considered urgent in Hungarian medical practice,
- intensive hospital care,
- patient transport and patient repatriation as soon as it is allowed by the insured's condition (the necessity, time and method of repatriation will be determined by the insurer subject to the insured's condition, following consultation with the treating medical practitioner),

- emergency maternity care before week 25 of the pregnancy,
- subsequent reimbursement of the expenses of any medicine purchased by prescription against the original invoice for such expenses,
- lease of artificial limbs, crutches, mobility scooters and other medical equipment and instruments by prescription,
- emergency dental care, direct pain relief treatment, and temporary root canal treatment for a maximum two teeth, each up to the limit specified in the table of benefits.

In respect of the insurer and the insurer's agent the insured shall exempt the medical practitioner or healthcare institution carrying out the examination or treatment from medical confidentiality.

#### 1.4. Excluded risks

**The insurer shall not cover the following expenses:**

- expenses of care that could already be expected at the start of the cover,
- expenses of treatment received as a consequence of a pre-existing health condition at the time of issuing this policy, except for critical lifesaving interventions,
- expenses of services not required for diagnosis or treatment, or of care received for purposes other than acute diseases or other than accidental injuries,
- expenses exceeding the care charges considered reasonable and standard in the place where the service is used,
- additional expenses of hospital treatment or medical care required as a result of a failed repatriation, if such repatriation was possible from a health perspective but failed due to the insured's decision,
- expenses of repatriation required as a result of failed medical care (surgery, hospital treatment) if such care would have been necessary from a health perspective but failed due to the insured's decision,
- expenses incurred as a result of a deliberate failure to comply with medical instructions,
- expenses of repatriation without the insurer's consent,
- expenses of surgery that could be postponed without exceeding a reasonable level of risk,
- expenses of hospital accommodation in one- or two-bed wards or to superior standards,
- expenses of aftercare and rehabilitation,
- expenses of dialysis,
- expenses of psychiatric treatment and treatment resulting from diseases of a psychiatric nature,
- physiotherapy, acupuncture, naturopathic and chiropractic treatments,
- expenses of treatment or care provided by a family member,
- medical or hospital care required as a result of being under the influence of alcohol (blood alcohol content above 0.8‰) or narcotics, or for reasons attributable to such influence,
- vaccination expenses,
- expenses of screening tests and examinations that could be postponed,
- expenses of care required for sexually transmitted diseases,
- expenses of care required for acquired immune deficiency syndrome (AIDS) or associated diseases,
- cost of contact lenses,
- expenses of medical treatment, medicine or medicinal products prescribed or administered before the period of cover commenced,
- expenses of medical care required as a result of accident occurring in the course of physical work carried out on a professional basis,
- expenses of definitive dental care, mandibular orthopedic treatment, orthodontics, periodontal care, tartar removal, final root canal treatment, prosthetic treatment, crown, bridge,
- expenses of plastic and cosmetic surgery,
- expenses of interventions to facilitate conception,
- expenses of treatment to induce weight loss.

#### 1.5. Claims settlement

Where the insured made use of medical assistance after giving notice to the insurer or its agent, the foreign institution (person) providing medical services and care will invoice the insurer or its agent directly. If, following the insurer's approval, the insured paid for medical care where it was provided, the insurer will reimburse the insured in Hungarian forints for any legitimate and approved expenses upon the insured's return to Hungary within 15 business days following receipt of all documents required by the insurer for claims settlement. Should the cost arise in another currency, the basis of the conversion is the middle rate between the Forint and the given currency as published by the Magyar Nemzeti Bank on the date when the cost arose.

- Claims settlement requires the following documents:
- full medical documentation including evidence for the urgency of care,
  - original invoices for medical care abroad and any statements, prescriptions and hospital certificates produced in connection with the incident,
  - full foreign medical documentation on the accident,
  - records produced by the foreign police authority or any other official report or certificate on the fact and circumstances of the accident and the injury,
  - the type and number of the bank card as confirmed by the policyholder,
  - the claim form provided by the insurer and completed by the insured.

The insurer will decide on reimbursement for the expenses of medical care under these terms and conditions based on the medical documentation provided and on the opinion of a medical expert designated by it.

## 2. Travel assistance and insurance

### 2.1. Patient visits

Where the insured is eligible for medical services and is in a life-threatening condition or requires hospitalisation for more than 10 days, the insurer will arrange a round trip for a person designated by the insured and whose permanent residence is registered in Hungary (fuel expenses of own passenger car, 2nd class train, or tourist class air ticket where appropriate), cover the expenses of that trip up to the limit specified in the table of benefits, and also arrange for hotel accommodations for the visiting person for a maximum of 5 nights up to the limit specified in the table of benefits.

**Cover is not available for the expenses of patient visits made without the insurer's prior consent.**

### 2.2. Early return in the event of death, illness or for other reasons (for Business, Gold and Platinum Travel Insurance Packages only)

Where during the insured's journey abroad, a close relative of the insured, whose permanent residence is registered in Hungary, dies or enters a life-threatening condition, or where the property serving as the insured's permanent residence is burgled or is affected by a natural disaster, the insurer will arrange for the insured's early return and cover the extra expenses of such early return up to the limit specified in the table of benefits, provided that the remaining part of the period of cover is at least 2 days at the time of notifying the insurer.

**Cover is not available for the expenses of a return made without the insurer's prior consent.**

### 2.3. Costs of sending a driver (reimbursement of travel expenses in connection with bringing home passenger vehicles, for the Platinum Travel Insurance Package only)

If the insured suffered an accident or fell sick abroad, the insurance company undertakes to arrange the travel of a person designated by the insured from the territory of Hungary to the location of the insured, so that this person could take care of the transportation of the vehicle that is in working condition and is owned by the insured or the holder of the bank account back to Hungary. In order to be able to use this benefit, it is indispensable to have a medical opinion on the hindrance to vehicle driving. The insurance company will reimburse the travelling costs of the designated person to the specified location (fuel expenses of own passenger car, 2nd class train or tourist class air ticket) up to the limit assumed in the table of benefits. The insurance company shall only provide the benefits on the territory of the European Union. The insurance company shall not arrange the assistance for repatriating the passenger car, if such vehicle is not owned by the insured and if it is not clear from the available medical opinion that driving is not allowed for the insured. The benefit does not cover fuel costs and road tolls arising in connection with the repatriation of the passenger car.

**Cover is not available for the expenses of any travel made without the insurer's prior consent.**

### 2.4. Extension of stay (for Gold and Platinum Travel Insurance Packages only)

Where the insured is eligible for the medical services and they are advised by a medical practitioner to extend their stay abroad following their release from hospital, or where their return is only possible at a later time for reasons not attributable to them, the insurer will arrange for the insured's hotel accommodation for a maximum of 5 nights up to the limit specified in the table of benefits.

**Cover is not available for the expenses of any stay extended without the insurer's consent.**

### 2.5. Claims settlement

The insurer shall settle directly any proven expenses incurred in

connection with travel assistance, subject to the limits provided. Where the insured paid the expenses incurred in connection with incidents and previously approved by the insurer in the place where they were incurred, the insurer will reimburse the insured in Hungarian forints for such expenses within 15 business days of receiving the original invoices, subject to the limits provided.

## 3. Repatriation of remains

In the event of the insured's death abroad, the insurer will arrange for the repatriation of their remains to Hungary and will cover the expenses of such repatriation including those of a coffin that may be necessary during the process, up to the limit specified in the table of benefits.

In order to arrange for the repatriation of remains, a relative of the insured must submit the following documents to the insurer within the shortest possible time:

- birth certificate,
- death certificate,
- declaration of acceptance from the cemetery.

The insurer may only carry out repatriation if the following documents have been issued by the foreign authorities and have been made available to the insurer:

- document certifying the fact of death,
- official or medical certificate in evidence of the cause of death,
- in the event of an accident, official records to clarify the circumstances of death. Cover shall not be available for the expenses of repatriation arranged without the insurer's consent.

## 4. Accident insurance

4.1. Independently of medical assistance and medical insurance services, the insurer will pay the accident insurance benefit specified in the table of benefits in the event of the insured's death or permanent disability during the period of cover.

4.2. The insured is eligible to additional sums insured as specified in the table of benefits, if they hold a Gold Travel Insurance Package and die or acquire a permanent disability during the period of cover as a result of being involved as a passenger during their journey abroad in an accident to a means of public transportation.

4.3. Where benefits are paid as a result of accidental death, the insurer will cover funeral expenses against the invoice for such expenses on a subsequent basis up to the limit specified in the table of benefits.

4.4. In the event of the insured's permanent disability resulting from an accident, the insurer will provide benefits commensurate to the degree of disability provided that the degree of disability is at least 25%.

4.5. A permanent disability resulting from an accident is one causing permanent bodily harm to the insured. When its final condition has evolved, the degree of permanent disability resulting from the given accident will be determined by the insurer's medical practitioner based on the medical expert documentation available and the MABISZ accident guidelines, conducting a personal examination as required.

4.6. In the event of a permanent partial disability resulting from a single accident, the total of the payments made is limited to the sum insured (100%) stated for permanent total disability. The degree of permanent accidental disability shall be determined immediately for the loss of organs or limbs and within two years following the accident in any other cases. The insurer will not pay any benefits before the nature, degree and permanence of the disability is clearly established by a medical practitioner. During the assessment of the claim, the insurer may subject the insured to examinations to such an extent and at such a frequency as is medically appropriate.

### 4.7. Reimbursement of expenses relating to accidents

Where during their stay abroad, the insured incurs telephone or taxi expenses in connection with an accident, the insurer will reimburse reasonable expenses against the invoice for such expenses up to the limit specified in the table of benefits.

### 4.8. Retraining expenses

Where benefits are paid as a result of a permanent disability of a degree of at least 40% which prevents the insured from pursuing their original occupation, the insurer will reimburse the insured for any reasonable expense of training and retraining required for a new occupation, against the invoice for such expenses up to the limit specified in the table of benefits.

4.9. Where benefits are paid as a result of permanent disability and the insured is required to use a wheelchair, the insurer will reimburse the insured for the expenses of the first wheelchair against the invoice for such expenses up to the limit specified in the table of benefits.

### 4.10. Daily hospital indemnification (for Platinum Travel Insurance Package only)



If during the period of coverage, the insured suffers a physical injury in an accident that, directly and independently of any other reasons, results in his/her hospital treatment as an inpatient within 30 days after the date of the accident, the insurance company will pay the sum insured as specified in the table of benefits, maximum for the period defined therein. The daily indemnification is the amount that is due to the inpatient insured for every continuous 24 hours.

#### 4.11. **The insurer's exemption**

The insurer will be exempted from the payment of accident insurance benefits in the following cases:

- the death of the insured has been caused by the wilful conduct of the beneficiary,
- the insured is proven to have caused the accident in an unlawful, wilful or grossly negligent manner,
- the insured fails to meet its obligations of reporting damage, notification or cooperation under these terms and conditions, or fails to do so within the relevant time limit, preventing significant circumstances from being established,
- in the event of an accident resulting from the insured's self-exposure to danger (except in an attempt to save human life), suicide, self-mutilation and attempts thereof (regardless of the insured's mental health),
- any accident occurring in the course of or resulting from a violent uprising, public disturbance, or participation in civil disobedience or civil disorder,
- any accident to the insured while being the perpetrator of or an accomplice in a criminal act,
- accidents resulting from sporting activities involving a high degree of risk (including but not exclusively): such as car and motor racing, including test tours and rally racing, as well as rock climbing and mountaineering, the navigation of aircraft, hang-gliding, gliding, parachuting, bungee jumping, caving, white water rafting, diving, hunting and other extreme sports, skiing and snowboarding outside of designated slopes,
- losses incurred in the course of competitive sports activity or work-out.

The accident shall be considered to have been caused by wilful negligence if it occurred

- while the insured was under the influence of alcohol (with blood alcohol content above 0.8‰) or narcotics, and was directly attributable to such influence,
- while the insured was driving a motor vehicle without a driving licence or under the influence of alcohol.

4.12. In terms of health insurance benefits and patient carriage, the insurance company's risk bearing covers the following in the case of the Platinum Travel Insurance Package only: sports accidents occurring during sports activities like rafting and diving up to a depth of 40 meters.

#### 4.13. **Claims settlement**

The accident insurance benefits due to the insured in their life under these terms and conditions will be provided by the insurer to the insured. The accident insurance benefits due in the event of the insured's death will be paid to the beneficiary, or if there are none, to the legitimate heir(s) of the insured.

Claims settlement requires the following documents:

- official records produced by the police authority at the scene of the accident or any other official report or certificate on the fact and circumstances of the accident and the injury,
- autopsy report in the case of accidental death,
- death certificate,
- any official document designating the legitimate heir (certificate of inheritance, grant of probate),
- original invoices for funeral expenses,
- in the case of disability, an expert medical opinion proving the nature and degree of the disability,
- original invoices for the expenses incurred in connection with the accident,
- original invoices associated with retraining expenses,
- original invoice for the wheelchair,
- the type and number of the bank card as confirmed by the policyholder,
- the claim form provided by the insurer.

### **Chapter IV – Baggage insurance**

1. Baggage insurance covers incidents of baggage and clothing carried by the insured from Hungary being stolen or robbed abroad during the period of cover, as well as damage to or destruction of such baggage and clothing as a result of an accident, road accident or natural disaster involving an injury evidenced by a

medical practitioner. For the purposes of these terms and conditions, natural disasters include damage caused by fires, lighting, explosions, landslips, landslides, rockslides, earthquakes measuring at least 5 points on the MsK64 scale, collapses of natural cavities or underground structures, wind storms of at least 15 m/s, rainstorms, flooding, ground water and overflows, hailstorms, avalanches and weight of snow.

2. An incident qualifies a robbery if the perpetrator uses violence against the insured or threatens their life or physical integrity, or causes the insured to become unconscious or incapable of defence in order to attain or keep an item of property.
3. The theft or robbery must be reported to the competent foreign police or other authority, transportation company or hotel within 24 hours of being committed, of which a record must be drawn up.
4. The insurer covers baggage in an amount depreciated to the time of damage up to the limit specified in the table of benefits. In the case of baggage stolen from the boot of a motor vehicle, the insurer will reimburse the insured only where the baggage was locked in the boot secured with a hard case lock, and there is evidence of forced entry. For theft from the locked boot of a motor vehicle, damages will be paid up to 50% of the amount specified in the table of benefits.  
For cosmetics and toiletry, the cover provided by the insurer is limited to HUF 15,000 in total.
5. **Items excluded from baggage insurance**  
The following items are not covered:
  - jewellery, watches, precious metals, objects of art, collections,
  - cash or non-cash payment instruments (e.g. bank or credit cards, service vouchers, ski passes, etc.),
  - savings books, stamps and other securities,
  - fare tickets, documents (except for passports or identity cards, driving licences and registration certificates accepted when crossing borders),
  - noble fur,
  - work equipment, musical instruments (except for the Platinum Travel Insurance Package where the musical instrument is covered up to the limit by baggage insurance item as defined in the table of benefits) sports equipment (except for the Platinum Travel Insurance Package where the sports equipment is covered up to the limit by baggage insurance item as defined in the table of benefits),
  - camcorders, cameras, computers, consumer electronics (e.g. CD players), mobile phones or any other technical appliances including their supplements and accessories, dispatched at the occasion of a flight or stolen from a motor vehicle,
  - contact lenses, glasses and sunglasses,
  - replacement of keys.

#### 6. **Incidents excluded from baggage insurance**

Cover is not available for the following:

- baggage being lost, misplaced, left or dropped, or theft of items left unattended,
- items stolen from the passenger compartment of a motor vehicle,
- baggage that was locked in the boot of a motor vehicle secured with a hard case lock and was stolen between 10:00 p.m. and 6:00 a.m. (local time),
- failure to immediately secure baggage at the accommodations while travelling by motor vehicle,
- damage from theft incurred in the course of tenting or camping where tenting or camping takes place outside of officially designated areas,
- damage to baggage covered by the carrier's liability insurance or any other insurance.

#### 7. **The insurer's exemption**

The insurer will be exempted from payment for damage to baggage in the following cases:

- the damage was caused in an unlawful, wilful or grossly negligent manner by the insured or a relative residing in the same household with them,
- the insured failed to meet their obligations to prevent and mitigate damage,
- the insured provides false data in connection with the incident,
- the insured fails to meet their obligations of reporting damage and notification, preventing significant circumstances from being established,
- the insured failed to report the damage from a criminal act to the competent police authority or other authority, transportation authority or hotel immediately but at the latest within 24 hours of the damage being detected.

## 8. Replacement of travel documents

The insurer will cover the expenses of replacing any passports or identity cards, driving licences and registration certificates accepted when crossing borders which are stolen, lost or damaged during the insured's foreign journey, against the invoice for such expenses up to the limit specified in the table of benefits. Such damages will be charged to the baggage insurance benefit under Section 4.

## 9. Delayed baggage abroad (for Business, Gold and Platinum Travel Insurance Packages only)

9.1. Where during their outbound journey with an airline or shipping line or their agents, the insured receives their baggage with a delay exceeding 6 hours from the scheduled time of arrival, the insurer will reimburse the insured for the expenses of purchasing any amenities and toiletries that are indispensable and reasonably required during the delay, against the original invoice for such expenses up to the limit specified in the table of benefits, provided that the carrier has not paid damages to the insured.

9.2. Where the baggage is never found, damages paid for delayed baggage will be charged to the baggage insurance benefit. The insured shall report delayed baggage to the carrier and the insurer simultaneously.

A written confirmation from the airline, shipping line or their agents will be required on the duration of the delay.

## 9.3. Cover shall not be available in the following cases:

- the insured's baggage is delayed on their return to Hungary,
- the baggage is delayed because of a strike staged by the carrier's employees or other organised action that was already underway or had been officially announced before commencement of the journey,
- the baggage is delayed because of a check or inspection carried out by customs or other authorities.

## 10. Delayed flights (for Business, Gold and Platinum Travel Insurance Packages only)

10.1. Where during the period of cover, the insured travels on a scheduled flight that is delayed for more than 6 hours, the insurer will reimburse the insured for any reasonable expenses resulting from the delay, against the invoice for such expenses up to the sum insured specified in the table of benefits. The insured must report to the insurer any claims arising out of delayed flights within 48 hours of their arrival home. Reasonable expenses shall be limited to the purchase of food and drinks provided that such expenses are incurred as a result of the following:

- delays to or cancellation of the insured's booked and confirmed flight,
- refusal of boarding the insured's booked and confirmed flight due to overbooking,
- delayed arrival of the connecting flight, as a result of which the insured misses the next connection,
- delays to public transportation exceeding one (1) hour, as a result of which the insured misses their flight.

## 10.2. The insurer will not pay damages for claims where

- a charter flight is used,
- within 6 hours, an appropriate means of alternative transport was available or a connecting flight arrived,
- the insured failed to check in on time, except where the insured was delayed by an unexpected strike,
- the delay is caused by a strike or walkout that was already underway or had been announced before commencement of the journey,
- the delay is due to an order by a civil aviation authority for the withdrawal of the aircraft from service, on which notification was given before commencement of the journey.

## 10.3. Claims settlement

The insurer will reimburse the insured for damage to baggage, costs arising from the re-obtainment of documents, damage resulting from delayed baggage and delayed flights based on the following documents submitted to the insurer subsequent to the insured's return home:

- the original report or decision of the foreign police to the name of the insured (in the event of theft or robbery, damage to baggage must be reported to the competent foreign police or other authority, or, depending on the circumstances of the incident, to the transportation authority or hotel concerned immediately but within 24 hours of the incident at the latest, requesting a record of the circumstances of the incident to be drawn up, and a decision on the outcome of any proceedings that may be conducted. The record must include an itemised list of the damage including the items of baggage and clothing

stolen, also indicating the amount of the damage.),

- a valid insurance policy and the type of the bank card as confirmed by the policyholder,
- the claim form provided by the insurer and completed by the insured,
- the original invoice for the purchase of the stolen items of baggage and clothing to the name of the insured, in the absence of which the insurer will use average Hungarian prices for the purpose of depreciation,
- any other documents required for the payment of the claim as requested by the insurer,
- the original invoices for the replacement of the travel documents,
- original invoices for the expenses incurred as a result of delayed retrieval of baggage,
- an official certificate on delayed retrieval of baggage,
- a detailed clarification of the circumstances in the case of a delayed flight,
- confirmation of the delayed flight by the airline (confirmation of the delay by the public transportation carrier),
- original invoices for the expenses incurred as a result of the delayed flight.

The insurer will reimburse the insured in Hungarian forints for any legitimate and proven expenses upon the insured's return to Hungary within 15 business days following receipt of all documents required by the insurer for claims settlement.

## 10.4. Insurance claims for baggage under this insurance policy may be paid on a maximum of 3 occasions per year.

## Chapter V – Legal assistance and legal expenses insurance in connection with accidents involving passenger vehicles

### 1. Legal assistance

Where during the period of cover, proceedings are initiated against the insured on the scene of and in connection with an accident abroad involving a passenger vehicle for a misdemeanour or a negligent offence, the insurer will reimburse the insured for the expenses of such proceedings up to the limit specified in the table of benefits as follows:

- 1.1. The insurer will cover the fees of the lawyer defending the insured, against the invoice for such fees subject to the rates of lawyer' fees considered standard and generally accepted in the place where the service is used, including, where required for the defence, the expenses of the expert commissioned by the lawyer, up to the limit specified in the table of benefits. Cover is not available for choice of lawyer. The insurer will arrange for appropriate defence by means of its agent.
- 1.2. For Business, Gold and Platinum Travel Insurance Packages, the insurer will provide an advance on the bail set for the insured, up to the limit specified in the table of benefits. Within 90 days following the payment of the advance bail, the insured shall repay the full amount of the advance bail to the insurer. Where the amount of the bail is refunded to the insured within 90 days pursuant to the order of the competent authority of the country concerned, the insured shall immediately repay the amount received to the insurer. In the event of the insured's failure to appear in response to a formal summons issued by the competent authority of the country concerned, the bail shall become immediately due and payable. Where the insured fails to repay the bail within the above time limit, the insurer will take legal action to enforce its claim.

### 2. Exclusions from legal assistance

- the insured caused damage with a motor vehicle driven without the permission of its owner or without a driving licence,
- the insured caused damage with a motor vehicle driven under the influence of alcohol with blood alcohol content above 0.8‰, narcotic drugs or psychotropic substances,
- proceedings against the insured are active on grounds of a wilful criminal act, hit-and-run, or failure to provide help,
- the incident is covered by the insured's legal assistance insurance or liability insurance policy issued previously.

The insurer will cover neither the amount of any fines or penalties imposed on the insured, nor the expenses incurred from criminal investigation and court proceedings.

### 3. The insurer's exemption

The insurer shall be exempt from its payment obligation in the following cases:

- the insured is proven to have breached its obligation to mitigate damage in an unlawful, wilful or grossly negligent

- manner,
- the insured fails to meet its obligations of reporting damage and notification, preventing significant circumstances from being established.

#### 4. Use of the service

The insured shall notify the insurer's agent of their need for the legal assistance immediately but at the latest within 48 hours following the accident or negligent offence. Use of legal assistance requires the insurer's prior consent. Where in the course of the proceedings, defence is provided by a lawyer other than that designated by the insurer, or the insurer does not approve the lawyer's assistance, the insurer will not cover the expenses.

#### 5. Claims settlement

The insurer or its agent settles directly any expenses incurred in connection with legal assistance, subject to the limits provided. Where the insured paid proven expenses incurred in connection with legal assistance and previously approved by the insurer in the place where they were incurred, the insurer will reimburse the insured in Hungarian Forints for such expenses on a subsequent basis within 15 business days of receiving the original invoices, subject to the limits provided.

### Chapter VI – Personal liability insurance

1. Where during the period of cover, a third party suffers a bodily injury or dies as a result of an accident caused by the negligence of the insured, in respect of which a claim for damages is filed against the insured that is substantiated under Hungarian law and the insured would be required to pay damages under Hungarian law, the insurer will indemnify the insured for the medical and funeral expenses incurred, against the invoice for such expenses up to the sum insured as specified in the table of benefits, except where the claim for the damage caused has been settled under another insurance policy. The insurer will not pay any other items of a claim for damages against the insured.

- 1.1. For the purposes of these terms and conditions, medical and funeral expenses include the following types of emergency medical care resulting from an accident: surgery, X-ray, dental care, hospital care, nursing and prostheses, as well as the reasonable and appropriate expenses of funeral services which do not exceed the local rates generally applied. The insurer's cover only includes reimbursement for the above expenses.

The insurer will provide the benefits on condition that a statement is made by the insured in official proceedings concerning their liability, and a final court judgement is passed in which the insured's liability for damages is established.

The injured party's claim for damages may only be effectively admitted, satisfied and settled by the insured in respect of the insurer with the insurer's prior consent to or subsequent acknowledgement of the same. The insured may only be effectively condemned in a court judgement in respect of the insurer if the insurer has been a party to the proceedings, arranged for the representation of the insured, or waived the same.

- 1.2. **The insurer will not pay damages for claims arising out of any of the following either directly or indirectly:**

- material damage (damage to or loss or destruction of assets),
- non-material damage,
- damage the severity of which exceeds the insured's statutory liability,
- obligations undertaken in a contract or unilateral statement,
- damage caused by the insured by committing a crime,
- damage caused by the insured by pursuing an activity which requires an official licence and which the insured pursued without such licence,
- incidents wilfully caused by the insured or damage caused by activities of risk to the human environment,
- damage caused in connection with the insured's professional or business activities,
- damage resulting from liability for any real property, vessel or aircraft owned, possessed, leased or let by the insured,
- damage resulting from liability for the possession, maintenance, use as well as loading and unloading of motor vehicles and other engine-driven means of road transport, vessels or aircraft,
- damage resulting from liability for the transmission of infectious diseases by the insured,
- damage resulting from liability for sexual abuse, physical violence or psychological pressure,
- damage resulting from liability for the use, sale, production, distribution, transportation or possession of substances which the relevant authority has classified as narcotics,

- claims for damages brought against the insured by a family member, travelling companion, or a family member of a travelling companion,
- damage caused to a close relative or a person employed by the insured,
- damage resulting from injuries caused by firearms,
- damage resulting from liability for the ownership of animals.

#### 1.3. Conditions for claims payment:

The insured shall notify the insurer of the incident immediately but at the latest within 48 hours of becoming aware of the incident, indicating the following:

- a) the name and precise address of the injured party,
- b) the extent of the damage and the place and time of its occurrence,
- c) a description of the incident and the record drawn up on the scene of the accident,
- d) complete and detailed medical documentation of the bodily injury of the injured party,
- e) a statement by the insured on their acceptance or denial of liability,
- f) where official proceedings have been instituted, the reference number of the proceedings, the decision taken, and the name and address of the competent authority,
- g) all available information and documents relating to the incident,
- h) the claim form provided by the insurer.

- 1.4. The insured shall supply the information required by the insurer to provide the benefits, assist the insurer with the determination of the amount of the damage caused, with the settlement of the damage, and with preventing the payment of claims for damages without a legal basis.

- 1.5. The insurer shall not be obliged in the event that the insured's failure to meet the above obligations prevents significant circumstances (e.g. the occurrence, time and cause of the incident, the extent of the damage caused, the circumstances affecting the insurer's service) from being established.

- 1.6. Where the insured fails to meet their obligation to report damage within the time limit provided for reasons attributable to them, the insurer will not cover the default interest.

- 1.7. The insurer may demand that the insured refund the damages paid where the insured is subsequently proven to have caused the damage in an unlawful, wilful or grossly negligent manner.

### Chapter VII – Obligations of the parties, general exemptions, exclusions

#### 1. Obligations of the insured

##### The insured shall

##### 1.1. Disclosure and notification of changes

The policyholder and the insured are both subject to the duty of disclosure and the obligation to notify changes.

The obligation of disclosure comprises the obligation of the policyholder and the insured to disclose to the insurer any circumstances and data relevant to the insurer's acceptance of risk which they were aware of or were expected to be aware of at the time of the proposal. The party concerned fulfils their obligation of disclosure by providing complete and true answers to the insurer's written questions. Failure to answer a question in itself does not constitute a breach of the duty of disclosure.

The insurer has the right to verify the data provided. The insurer requires the insured to make a specific statement on exemptions from medical confidentiality in respect of the insurer's claims settlement agencies.

During the period of insurance, the policyholder and the insured are under an obligation to give written notification to the insurer about changes concerning any significant circumstances specified in the policy.

In the event of a breach of the duty of disclosure or the obligation to notify changes, the insurer will not be obliged except where the policyholder proves that the concealed or unreported circumstance was known to the insurer upon issuance of the policy, or such circumstance did not contribute to the occurrence of the incident.

##### 1.2. Obligations to prevent and mitigate damage

The insured shall do all that can be expected from him/her in order to prevent or avoid the occurrence of the insured event, or to prevent and mitigate damages. The insurance company will not reimburse the portion of the damages derived from a situation where the insured fails to fulfil his/her obligation to mitigate damages.

#### 2. Excluded risks

The insurer shall not be obliged to provide any benefits where an incident is caused by any of the following circumstances:



- liable damage caused to third parties by the insured except for liable damage as specified in Chapter VI of these terms and conditions,
- incidents directly or indirectly attributable to radiation that qualifies as ionising under law, or to nuclear energy,
- incidents associated directly or indirectly with acts of war, civil war, combat, terrorism, uprising, rioting or public disorder,
- liable damage resulting from the medical malpractice of the provider commissioned by the insurer,
- accidents resulting from sporting activities involving a high degree of risk (including but not exclusively): such as car and motor racing, including test tours and rally racing, as well as rock climbing and mountaineering, the navigation of aircrafts, hang-gliding, gliding, parachuting, bungee jumping, caving, white water rafting, diving, hunting and other extreme sports, skiing and snowboarding outside of designated slopes,
- losses incurred in the course of competitive sports activity or work-out.

The insurer will not pay claims (grievance fees) arising out of the infringement of personality rights in connection with incidents.

## Chapter VIII – Miscellaneous provisions

### 1. Limitation

The limitation period of any claim arising out of these terms and conditions shall be two years from the incident occurring.

### 2. Data processing and confidential insurance information

- 2.1. Personal data is defined as data and conclusions drawn from data that may be associated with a specific (identified or identifiable) natural person (hereinafter “the data subject”). Personal data concerning health, addiction or sexuality constitute special data pursuant to the existing legislation and may be processed only with the written consent of the data subject. Data reporting is voluntary, but disclosure of certain personal data is essential for the conclusion of the insurance contract.
- 2.2. The insurer has the right to process customer data, including special data, legitimately brought to its knowledge in accordance with the provisions of Act CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information (hereinafter “the Information Act”) and Act LXXXVIII of 2014 on the Insurance Business (hereinafter “the Insurance Act”).
- 2.3. The insurer may process data relating to the customer’s health for the purposes of Section 20.5 only subject to the written consent of the data subject pursuant to Act XLVII of 1997 on the Processing and Protection of Healthcare Data and Associated Personal Data.
- 2.4. Data subject to banking secrecy may be processed by the insurer as required for the provision of insurance benefits. Data may be transferred in the manner defined in the Insurance Act with the consent of the customer/accountholder.
- 2.5. The insurer will process the personal data of the policyholder, the insured and the beneficiary in connection with the conclusion and administration of the insurance policy and the performance of insurance benefits, or for other purposes defined in the Insurance Act.
- 2.6. The insurer may process personal data—including special data—during the period of insurance as well as during the period in which a claim may be made in connection with the insurance. In connection with insurance contracts which were not realised, the insurer may process data brought to its knowledge as long as claims may be enforced in connection with the failure of the realisation of the contract. With complaints managed over the phone, the telephone communication between the service provider and the customer will be recorded by the service provider, and the recording will be retained for 5 years. The insurer shall delete all personal data relating to its customers, former customers or unrealised contracts where the purpose of data processing no longer exists, where the data subject’s consent to processing is not available, or where there are no statutory legal grounds for processing.
- 2.7. Data relating to deceased persons shall be processed subject to the legal provisions for the processing of personal data. In respect of data that may be associated with a deceased person, the rights of the deceased person may also be exercised by the heir of the deceased person or the beneficiary named in the insurance contract.
- 2.8. Customer data may only be disclosed to the insurer’s authorised staff, insurance intermediaries or persons and organisations providing data processing or outsourced activity to the insurer under specific contracts, within the scope determined by the insurer and to the extent required for their activities. The insurer

undertakes to have appropriate data protection technology and records in place to ensure the protection of confidential insurance information.

- 2.9. The insurer is bound to retain information brought to its knowledge and treat it as confidential insurance information pursuant to the Insurance Act. Confidential insurance information is information at the insurer’s disposal that contains no classified information and pertains to the personal circumstances, wealth or financial management of individual customers, or their contracts with the insurer.
  - 2.10. With regard to confidential insurance information, unless otherwise provided for by law, the insurer’s owners, managers, employees and all other persons that have access to such information in their activities relating to the insurer, are bound by non-disclosure obligation for an indefinite period of time.
  - 2.11. Where as part of outsourced activities, the insurer forwards the personal data of its customers to the persons performing the outsourced activities, the persons performing the outsourced activities shall be considered as the insurer’s data processors and shall be subject to non-disclosure obligation. Third parties may only process data under an agency agreement as part of outsourced activities.
  - 2.12. The insurer may transfer the data subject’s personal and special data and their confidential insurance information to third parties only with the written consent of the data subject or their legal representative, except where data is provided to entities specified in the Insurance Act as part of a request or mandatory data reporting provided for by law.
  - 2.13. The non-disclosure obligation shall not apply to the following:
    - a) the Supervisory Authority acting in an official capacity,
    - b) after the ordering of the investigation, with the investigating authority and the prosecutor’s office,
    - c) courts of law in connection with criminal or civil litigations or non-litigated cases, courts acting during the judicial review of public administration resolutions, experts appointed by the court, and the independent court bailiff acting in a case of judicial enforcement, the major lender acting in the debt settlement proceeding of natural persons, the family insolvency proceeding service, family receivers, courts,
    - d) public notaries and the experts appointed by them in connection with probate cases,
    - e) the tax authority in connection with tax matters where the insurer is required by law to disclose specific information to the tax authority upon request and/or to disclose data concerning any payment made under an insurance contract that is subject to tax liability,
    - f) the National Security Service when acting in an official capacity,
    - g) the Hungarian Competition Authority acting in an official capacity,
    - h) guardianship authorities acting in an official capacity,
    - i) the health authority referred to in Article 108(2) of Act CLIV of 1997 on Healthcare,
    - j) the agencies authorised to use secret service means and to conduct covert investigations, if the conditions set forth in legislation are met;
    - k) providers of reinsurance and the risk-bearing insurer in the case of co-insurance,
    - l) the receiving insurer with respect to insurance policies received under an insurance portfolio transfer according to the provisions of the relevant agreement,
    - m) persons performing outsourced activities, in respect of data necessary for performing such outsourced activities, and the auditor in respect of the data required for carrying out his/her tasks,
    - n) third-country insurance companies, insurance intermediaries in respect of their branch offices, if they are able to satisfy the requirements prescribed by Hungarian law in connection with the management of each data item and the country in which the third-country insurance company is established has legal regulations on data protection that conform to the requirements stipulated by Hungarian law,
    - o) the Commissioner for Fundamental Rights when acting in an official capacity,
    - p) the National Authority for Data Protection and Freedom of Information when acting in an official capacity,
- upon receipt of a written request from an agency or person referred to in points a)–j), indicating the name of the customer or the description of the insurance policy, the type of data requested and the purpose and grounds for requesting data. The bodies or persons referred to in points n)–p) are required to indicate only the

type of data requested and the purpose and grounds for requesting it. An indication of the statutory provision granting authorisation for requesting data shall be treated as verification of the purpose and legal grounds.

- 2.14. Unless otherwise provided for by law, the insurer shall delete transferred personal data after five years following the data transfer, except for data relating to the health of the customer or classified as special data under the Information Act, which shall be deleted after 20 years.
- 2.15. Upon written request by the National Security Service, the public prosecutor's office and the investigating authority with the approval of the public prosecutor's office, the insurer shall also be required to promptly provide information if evidence is found substantiating that the insurance transaction may be related to
  - a) drug abuse, abuse of new psychoactive substances, acts of terrorism, misuse of explosives and blasting agents, criminal misuse of firearms and ammunition, money laundering, organised crime or crime committed in participation in a criminal organisation, as defined in Act IV of 1978, in force until 30 June 2013,
  - b) drug trafficking, possession of drugs, incitement to the use of narcotics or the promotion of illegal drug production, abuse of new psychoactive substances, acts of terrorism, failing to report terrorism, financing of terrorism, misuse of explosives and blasting agents, criminal misuse of firearms and ammunition, money laundering, organised crime or crime committed in participation in a criminal organisation, as defined in the Criminal Code of Hungary.
- 2.16. The insurer may not inform the customer if data is transferred to investigative authorities, prosecutor's offices, the National Security Service and, subject to conditions set out in specific legislation, to agencies authorised to use secret service means and to conduct covert investigations.
- 2.17. The duty to retain insurance information in confidence does not apply if the insurer is required to comply with its reporting obligation under the Act on the Implementation of Financial and Asset-related Restrictive Measures Ordered by the European Union.
- 2.18. The duty to retain insurance information in confidence shall not apply furthermore if:
  - a) a Hungarian law enforcement agency — acting in response to the written request of a foreign law enforcement agency pursuant to an international agreement — requests confidential insurance information from the insurer in writing.
  - b) an authority operating as a national financial intelligence unit—acting within its powers conferred under the Act on the Prevention and Combating of Money Laundering and Terrorist Financing or in response to the written request of a foreign financial intelligence unit—requests confidential insurance information from the insurer in writing.
- 2.19. The duty of confidentiality is not breached:
  - a) in the event of disclosure of summarised information from which the identity of customers or the specifics of their business cannot be identified,
  - b) in the case of a branch office, the data transfer necessary for the supervisory authority as per the registered office (headquarters) of the enterprise with a registered office abroad if it complies with the agreement between the foreign and the Hungarian supervisory authority,
  - c) in the event of disclosure of information, other than personal data, to the competent minister for legislative purposes or in connection with the completion of feasibility studies,
  - d) data transfer in order to comply with the provisions of the act on the supplementary supervision of financial conglomerates.
- 2.20. Data transfer by the insurer to a third-country insurer, reinsurance company or a third-country data processing agency shall not qualify as a breach of insurance secret if:
  - a) the customer of the insurer has given written consent, or
  - b) in the absence of the customer's consent, the data transfer has the scope, purpose and legal basis defined in the legislation and the adequate level of protection of personal data is ensured in the third country in compliance with the provisions set out in Section 8 (2) of the Information Act.
- 2.21. When transferring confidential insurance information to another Member State, the provisions governing data transfer within the domestic territory shall be applicable.
- 2.22. The data subject may exercise the following rights in respect of its data being processed by the insurer
  - request for information,
  - corrections,
  - deletions,

- classification,
- public disclosure.

- 2.23. Where the insurance contract requires the prospective customer to undergo medical examination, the customer may obtain the results of such examinations from the medical service provider pursuant to Act CLIV of 1997 on Health.
- 2.24. Pursuant to the Information Act, the data subject may object to the processing of their personal data in the cases specified therein. The insurer as controller shall examine such requests as required by law and inform the applicant in writing. In the event of the infringement of their rights, the data subject may take court action against the controller. The insurer as controller shall also indemnify the data subject for any proven damage which it caused by unlawful data processing or failure to comply with the requirements of technical data protection.
- 2.25. With a view to protecting the interests of its risk pool, the insurer may contact other insurers in the context of fulfilling its obligations defined in the insurance contract in the interest of providing benefits in line with legislation and the contract and of preventing insurance fraud. The insurer may request the following data in order to conclude or perform the policy
  - a) personal identification data of the policyholder, the insured and the beneficiary;
  - b) data on the health condition of the insured at the time of data registration, relevant to the policy risk;
  - c) data on earlier life, accident and sickness insurance events involving the person defined in point a);
  - d) data required to assess the risk arising from the policy concluded with the contacted insurer, and
  - e) data required to assess the legal grounds of the benefits to be provided based on the policy with the contacted insurer.Making contact and its fulfilment do not qualify as the breaching of insurance secrets. The insurance company initiating the contact may manage the data it became aware of as a result of the enquiry during the period defined by the Insurance Act. The insurance company will notify the customer in question of the aforementioned enquiry, the affected data and the fulfilment of the enquiry at least once a year, and at the request of the customer, it will notify the customer in the way defined in the Information Act.
- 2.26. The insurer's data management registration number is: NAIH-57651/2012.

### 3. Governing law and dispute resolution

This insurance contract shall be governed by the provisions of Hungarian law. The parties may apply to the court with general competence and jurisdiction for the adjudication of legal disputes arising out of the insurance contract and the legal relations between the parties. The language of the proceedings shall be Hungarian.

The policyholder and the insurer are bound to make every effort to settle any disagreements or disputes that may arise between them in the scope of or in connection with the contract amicably, by direct negotiation.

### 4. Complaints administration

Please report any complaints concerning the insurer's service to the insurer:

- a) in writing UNION Vienna Insurance Group Biztosító Zrt.  
1461 Budapest, Pf. 131.
- b) by phone: (+36-1) 486 4343
- c) via e-mail: ugyfelszolgalat@union.hu
- d) in person: customer service of UNION Vienna Insurance Group Biztosító Zrt.: 1134 Budapest, Váci út 33..

Any changes to the above contact information occurring after the issue of the policy will be published by the insurer on his website.

The insurer's supervisory authority is:  
Magyar Nemzeti Bank (Central Bank of Hungary)  
1054 Budapest, Szabadság tér 8-9;  
central phone number (+36-1) 428-2600

Other forums for the enforcement of rights:

In case the insured disagrees with the response to his/her complaint submitted to the insurer, the insured may

- with complaints concerning inquiries into the violation of consumer protection provisions under Act CXXXIX of 2013 on the National Bank of Hungary, contact the National Bank of Hungary (mailing address:

Magyar Nemzeti Bank (Central Bank of Hungary)



1534 Budapest BKKP P.O.B. 777

blue line with local charges: (+36-80) 203-776;

web: felugyelet.mnb.hu;

e-mail: ugyfelszolgalat@mnb.hu

- with complaints concerning the issuance, validity, legal effects and termination of the policy, as well as breaches of contract and their legal effects, contact the Financial Arbitration Board (mailing address: H-1525 Budapest BKKP P.O.B. 172; Phone: (+36-80) 203-776; e-mail: ugyfelszolgalat@mnb.hu) or a court of law according to the rules of civil procedure.

The resolution of complaints does not substitute litigation.

The insurer will publish on its website any changes to the above contact information occurring after the conclusion of the contract.

The insurer's web site is available at [www.union.hu](http://www.union.hu).

## 5. Claims reporting

### 5.1. *Incidents occurring abroad requiring medical assistance or relating to legal assistance*

Within 48 hours of the incident occurring, call the insurer's agent Europ Assistance Magyarország Kft. at its 24/7 Hungarian helpline (36) 1 458 4465, state your name, date of birth, mother's name, residence, then describe the nature of the issue. The insurer's agent will assist you with incidents occurring abroad, including:

- arrangements for medical care in the event of an illness or accident (deployment of a medical practitioner, communication with the hospital, treating medical practitioner, the insured and the insured's relatives),
- arrangements for patient transport and the repatriation of the patient or their remains,
- arrangements for assistance services relating to medical care (patient visits, extended stay, early return),
- arrangements for services relating to legal assistance (appointment of a lawyer).

Consideration for the services arranged by the agent is paid directly to the providers up to the amounts specified in the table of benefits.

Where the insured fails to notify the insurer's agent specified above, the insurer will reimburse the insured on a subsequent basis for the expenses incurred up to HUF 50,000 (except for the case specified in Section 3.1.3 above), against the invoice for such expenses.

### 5.2. Incidents occurring abroad and requiring subsequent claims settlement will be settled at the insurer:

in person: UNION Vienna Insurance Group Biztosító Zrt.

1134 Budapest, Váci út 33. phone: (+36-1) 486 4343

in writing: 1441 Budapest, Pf. 428.

Following the insured's return to Hungary, within 15 business days of receipt of all documents required by the insurer for claims settlement, the insurer will reimburse the insured in Hungarian forints for any legitimate expenses incurred in connection with the incidents listed below:

- invoices paid in connection with medical care and legal assistance according to the terms and conditions,
- benefits relating to accident insurance,
- claims for damages relating to baggage insurance, delayed baggage and delayed flights,
- personally liable damage.

## 6. Miscellaneous

From 2017, the insurance company will disclose its report on its solvency and financial situation on its website ([www.union.hu](http://www.union.hu)) in the manner and at the time defined by the legal provisions.

**UNION Vienna Insurance Group Biztosító Zrt.**

Benefits	Sums insured (maximum amounts in HUF)			
	I) Standard Travel Insurance Package	II) Business Travel Insurance Package	III) Gold Travel Insurance Package	IV) Platinum Travel Insurance Package
	MasterCard Standard, MasterCard Standard Currency Card, Visa Classic, Visa Classic Credit Card, MasterCard Standard Credit Card	Visa Business, MasterCard Business, MasterCard Business Currency Card, MasterCard Széchenyi Card	MasterCard Gold, MasterCard Gold Business	MasterCard Platinum Credit Card
<b>Medical insurance</b>				
accident	3,000,000	7,000,000	9,000,000	20,000,000
illness	3,000,000	7,000,000	9,000,000	15,000,000
emergency dental care	100,000	100,000	100,000	150,000
limit per tooth	50,000	50,000	50,000	50,000
repatriation of remains	Unlimited	Unlimited	Unlimited	Unlimited
reimbursement for expenses of coffin	500,000	500,000	500,000	1,000,000
<b>Travel assistance and insurance</b>				
patient transport, repatriation	Unlimited	Unlimited	Unlimited	Unlimited
arrangements for patient visits				
– travel expenses	100,000	200,000	200,000	250,000
– hotel accommodations for up to 5 days	15,000 per night	20,000 per night	20,000 per night	20,000 per night
arrangements for early return				
– additional travel expenses	---	100,000	150,000	200,000
extension of stay				
– travel expenses	---	---	100,000	100,000
– hotel accommodations for up to 5 days	---	---	20,000 per night	20,000 per night
<b>Accident insurance</b>				
accidental death	3,000,000	4,000,000	4,000,000	10,000,000
accidental death resulting from an accident to a means of public transport	---	---	2,000,000	---
funeral expenses	500,000	500,000	500,000	500,000
for permanent accidental disability, the proportion of the sum insured	3,000,000	4,000,000	4,000,000	10,000,000
corresponding to the degree of disability				
accidental disability resulting from an accident to a means of public transport	---	---	2,000,000	---
daily hospital indemnification in the case of accidents, for max. 10 days, daily	---	---	---	10,000
expenses relating to accidents (telephone, taxi)	20,000	20,000	20,000	50,000
retraining expenses in the case of permanent total disability	500,000	500,000	500,000	500,000
expense of wheelchair	500,000	500,000	500,000	500,000
<b>Baggage insurance</b>	50,000	150,000	150,000	300,000
limit per item	50,000	80,000	80,000	100,000
limit per item for sports equipment	---	---	---	50,000
replacement of travel documents	20,000	20,000	20,000	100%
<b>Baggage delays abroad</b> (delays exceeding 6 hours)	---	50,000	50,000	100,000
<b>Delayed flights</b> (delays exceeding 6 hours)	---	20,000	20,000	100,000
Costs of sending a driver (reimbursement of travel expenses in connection with repatriating passenger vehicles)	---	---	---	100,000
<b>Legal assistance and legal expenses insurance in connection with accidents to motor vehicles</b>				
lawyer's expenses	500,000	1,000,000	2,000,000	2,000,000
bail advance	---	1,000,000	2,000,000	2,000,000
<b>Personal liability insurance</b>	500,000	1,000,000	2,000,000	2,000,000

UNION Vienna Insurance Group Biztosító Zrt.