

# CIB Travel Protection Group Travel Insurance for Bank Cards Insurance Terms and Conditions

Effective date: 1 March 2018

## I. TERMS AND DEFINITIONS USED IN THESE TERMS AND CONDITIONS

1. **Insurer:** Aegon Magyarország Általános Biztosító Zártkörűen működő Részvénytársaság (abbreviated name: Aegon Magyarország Zrt.). The Company is general legal successor to Állami Biztosító established by Council of Ministers Resolution 1016/1986. (IV. 17.), transformed into a business association (company) pursuant to Act XIII of 1989, with effect from 1 July 1990. The Company is registered under number 01-10-041365 by the Metropolitan Court of Budapest as Court of Registration.  
Tax number: 10389395-4-44.  
The company's registered office: Üllői út 1, H-1091 Budapest, Hungary.
2. **Assistance provider/Assistance service provider:** Europ Assistance Hungary Kft, the organisation commissioned by the Insurer in the framework of an operation outsourced by the Insurer, proceeding for and on behalf of the Insurer (Dévai utca 26–28, H-1134 Budapest, Hungary, Company registration number 01-09-565790).
3. **Policyholder or Bank:** CIB Bank Zrt., (Medve utca 4–14, H-1024 Budapest, Hungary)
4. **Bank card:** VISA or MasterCard Debit Card, Credit Card or Shopping Card issued by the Policy Holder (including both the Main Card and the Co-Card).
5. **Bank Account:** an account opened by the Bank for the Client for payment transactions, including, but not limited to, bank accounts, current accounts, payment accounts, client accounts and accounts for limited use.
6. **Bank Account Holder:** the Bank's client who holds a bank account at the Bank.
7. **Credit Card Account:** a bank account kept and recorded by the Bank in HUF for the credit card, on which the Bank credits all entries made for the Main Card Holder and the Co-Card Holder and debits the Bank Card transactions.
8. **Main Card:** the Bank Card issued to the Main Card Holder by the Bank.
9. **Main Card Holder:** the Bank Account Holder whose Bank Card application stated in an application form was accepted by the Bank with the signature of the application form/contract and to whom the Bank issued the Main Card. If there is a Co-Card without a Main Card, the Main Card Holder shall refer to the Bank Account Holder or Bank Account Holders.
10. **Co-Card:** a Bank Card requested for the Co-Card Holder with the consent of the Main Card Holder and issued by the Bank..
11. **Co-Card Holder:** the person to whom the Bank hands over the Co-Card at the responsibility of the Main Card Holder. The Co-Card Holder may have access to the account covering the Bank Card transactions as a card holder only by using the Bank Card.
12. **Bank Card with Insurance History:** On Bank Cards, where the automatic CIB Travel Protection Insurance provided by the preceding insurer shall be terminated following the entry into force of these terms and conditions, not later than on 30 June 2019.
13. **Insured** In the case of Main Insurance the Insured is the Main Card Holder or Co-Card Holder who has completed 14 years of age but has not reached 75 years of age, holding a Bank Card issued by the Policy Holder and whose risks specified in these terms and conditions are accepted by the Insurer. In the case of an insurance rider, the Insured is a close relative of the Insured of the Main Insurance, aged between 0 and 70.  
Holders of retail bank accounts (issued to private individuals) and individuals with a family rider are insured when they travel abroad for purposes other than work.  
For Business Bank Cards the Insured is the person who does not travel abroad on the assignment of the card holder employer for physical employment. Insurance attached to business cards cannot be used for private trips.

**The top limit of the insurance benefit is HUF 500,000 when at the time of occurrence of the insurance event the Insured**

- **does not have a permanent registered address or valid residence permit in Hungary;**
- **does not have a valid general health insurance in Hungary;**
- **resides abroad.**

14. **Benefit Table:** The Benefit Table of Main Insurance and Riders, constituting an inseparable part of these insurance terms and conditions.
15. **Main insurance:** Standard, Business, Gold insurance cover voluntarily or automatically attached to the Bank Cards indicated in the Benefit Table.
- 15.1. **Automatically attached Main Insurance:** The main insurance protection is automatically attached to certain Bank Cards specified in the Benefit Table. In such cases, the Bank does not pass on to the Client part of the insurance premium relating to the Insured.
- 15.2. **Voluntarily chosen Main insurance:** For certain Bank Cards defined in the Benefit Table, main insurance protection may be chosen voluntarily. In such cases, the Bank passes on to the Client part of the insurance premium relating to the Insured.
16. **Riders:** Insurance riders may be **voluntarily selected** for Bank Cards specified in the Benefit Table. The Bank **always** passes on to the Client the premium of the rider. A rider may only be taken for the Main Card. Types of insurance riders:
  - 16.1. **Family rider:** insurance that may be requested for Main Cards specified in the Benefit Table, with which no more than 4 close relatives may be designated as Insured.
  - 16.2. **Passenger car assistance rider:** passenger car assistance rider may be requested for Main Cards defined in the Benefit Table as long as the passenger car intended to be insured is less than 15 years old. A passenger car may be insured when the registration number and year of manufacturing are stated in the Declaration of the Insured.
17. **Client:** An account holder natural or legal person or business association without legal personality, an organisation or private entrepreneur, who or which has a retail or business bank card or credit card agreement at the Bank and applies for a Bank Card for the Card Holder.
18. **Beneficiary:** Pursuant to the terms and conditions set out herein the Insured is the beneficiary in regard to all insurance benefits due to be provided during the life of the Insured. Unless the Insured provided otherwise in writing, in the case of the death of the Insured, the heir of the Insured shall be entitled to the accident insurance benefits.
19. **Declaration of the Insured:** The Declaration of the Insured is the document that contains the declarations of consent of the Client and the Insured to be covered by the scope of the group insurance contract concluded between the Bank and the Insurer and also contains information about the rights and obligations of the Insured, including especially the exemption from the confidentiality obligation especially with regard to authorities and institutions and the consent of the Insured to the specification of the Beneficiary. The Declaration of the Insured is part of a group insurance contract.
20. **Declaration of the Insured submitted through a telecommunication device:** A Declaration made by the Client within the framework of remote sales, specified in Act XXV of 2005 on Financial Service Contracts Concluded within the Framework of Remote Sales, through a telecommunication device, in a verifiable and identifiable manner, stating that, on the basis of the information received about the contract, the Client expressly declares and requests CIB Travel Protection in their own name in the case of main insurance (with the exception of Business Cards) or for the Insured (one or more) in the case of an insurance rider shall be construed a declaration of the Insured.
21. **Trip:** the trip taken by the Insured to the area outside its country of permanent residence, including the trip to, the stay in and the trip back from such area to the country of permanent residence.
22. **Country of permanent residence:** the country in which the official and registered permanent residence of the Insured is to be found.
23. **European Health Insurance Card** (hereinafter: EHIC Card): The persons entitled to health services in Hungary, who have their permanent addresses of residence in Hungary or in any other country of the European Economic Area (EEA), may use certain – medically justified – health services in another member state or signatory country with financing by the Hungarian health insurance system. Entitlement to such services can be certified with the European Health Insurance Card.

24. **Close relative:** the spouse, direct line relatives, adopted, step and foster children, adoptive, step and foster parent and siblings;
25. **Relative:** close relatives, the common-law spouse, spouses of direct line relatives, direct line relatives or siblings of the spouse, or spouses of siblings.
26. **Sports activity:** physical exercise under specific rules, or physical exercise performed informally as a way of spending one's spare time or physical exercise in an organised form, or intellectual sports activity, aimed at maintaining and/or improving one's physical condition and intellectual capacity.
27. **Personal data:** data relating to the data subject, in particular by reference to the name and identification number of the data subject or one or more factors specific to his physical, physiological, mental, economic, cultural or social identity as well as conclusions drawn from the data in regard to the data subject.
28. **Passenger motor vehicle:** passenger motor vehicle is a motor vehicle used by the Insured Person for the purposes of his or her journey, which passed the official tests as a passenger motor vehicle according to its valid vehicle licence, of a total weight not exceeding 3.5 tonnes, with valid documents licensing it for use in public road transport.
29. **Winter sports activity:** skiing, including alpine skiing of various styles, cross-country skiing, ski hiking, snowboarding, sledging, skating, ice sailing and ice sledging;  
Any of the above activities is construed a winter sports activity if it is a leisure time and not competitive physical exercise performed informally or in an organised form for the purpose of the maintenance and development of physical power and mental performance and is not prohibited either by general or local regulations.
30. **Winter sports equipment:** equipment, clothing and protective equipment used in winter sports activities (skis, snow-boards, the required boots, ski poles, ski dress, ski goggles, helmet).
31. **Scuba diving:** a person with a valid diver qualification dives under water during his or her spare time, to carry out underwater activities for recreation purposes. The term scuba diving shall also mean diving carried out in order to obtain diver qualification during diver training.

## II. THE TYPE OF THE CONTRACT

1. It is a non-life insurance contract, belonging to the branch of other property damages.

## III. SUBJECT OF THE INSURANCE, CONNECTION TO THE GROUP CONTRACT BY THE INSURED AND EFFECTIVE DATE OF INSURANCE PROTECTION

1. On the basis of these insurance terms and conditions, the Insurer undertakes to provide insurance protection up to the sums insured indicated in the Benefit Table when the insurance events specified in the Benefit Table and in these terms and conditions occur on the basis of the Bank Cards issued by the Bank in exchange for an insurance premium.
2. The group insurance contract was established for the Insured as a result of an agreement between the Bank and the Insurer. The Bank's clients may connect to the group insurance contract only as Insured, or for the benefit of the card holder as Insured, they cannot hold the policy holder's status and may not replace the policy holder later either.
3. **Connection of the Insured to the group insurance contract**
  - 3.1 In the case of an automatically attached main insurance
    - 3.1.1 The Insured may connect to the insurance contract by applying business cards (with the exception of Compact Cards) for companies classified by the Bank as large companies.
    - 3.1.2 In the case of Bank Cards with Insurance History defined in Section I/12 connection according to these terms and conditions takes place by the transfer of data other than personal data from the Bank to the Insurer (the last four digits of the card and the date of birth of the Insured) on the anniversary date of the previous insurance.
    - 3.1.3 In the case of cards not defined in Sections 3.1.1–3.1.2 the Insured connect to the insurance contract with a Declaration of the Insured.

- 3.2 In the case of voluntarily chosen Main insurance
- 3.2.1 In relation to the Bank Cards defined in the Benefit Table, the Insured connect to the insurance contract with a Declaration of the Insured.
- 3.2.2 If a retail account is held by more than one person and all account holders have individual access rights, any bank account holder client may issue a Declaration of the Insured for themselves.
- 3.2.3 If a retail bank account is held by more than one person and all account holders have access to the account, all bank account holder clients may only make a Declaration of the Insured jointly.
- 3.2.4 If a Declaration of the Insured is made through a telecommunication device, the Bank sends written confirmation to the Client certifying the existence of insurance protection.
- 3.2.5 If a Client makes a Declaration of the Insured for the Insured through a telecommunication device, the Client shall hand over a letter of confirmation to the Insured. The Client bears all losses or risks that arise as a consequence of the failure to fulfil the obligation specified above.
- 3.3 In the case of riders
- 3.3.1 In the case of Bank Cards defined in the Benefit Table, the Insured may connect to the rider with a Declaration of the Insured.
- 3.3.2 If a retail bank account is held by more than one person and all account holders have access to the account, all bank account holder clients may only make a Declaration of the Insured jointly.
- 3.3.3 If a Declaration of the Insured is made through a telecommunication device, the Bank sends written confirmation to the Client certifying the existence of insurance protection.
- 3.4 Joint provision pertaining to the Declaration of the Insured
- 3.4.1 In the Declaration of the Insured the Client and the Insured must provide their e-mail addresses, without which the Insured may not connect to the group insurance contract.
4. **Start of risk coverage**
- 4.1 In the case of automatically attached Main Insurance
- 4.1.1 0.00 hours of the first day following the application for business cards (with the exception of Compact Cards) of companies classified by the Bank as large companies.
- 4.1.2 0.00 hours of the anniversary date of the previous insurance in the case of Bank Cards that have Insurance History and are defined in Section I/12. (The Bank hands over to the Insurer the following information not classified as personal data: last four digits of the card, date of birth of the Insured.)
- 4.1.3 0.00 hours of the first day after the issue of the Declaration of the Insured for Bank Cards not defined in the previous paragraph.
- 4.2 In the case of voluntarily chosen Main insurance
- 4.2.1 0.00 hours of the first day after the issue of the Declaration of the Insured when the following conditions have been met:
- The Declaration of the Insured is accepted by the Policyholder and
  - the Client pays the first annual premium of the insurance within 5 (five) working days from the issue of the Declaration of the Insured.
- 4.2.2 The Policy Holder informs the Client in the case of Business Bank Cards and the individual(s) issuing the Declaration of the Insured in the case of Retail Bank Cards on the acceptance or rejection of the connection in a letter sent to their e-mail address within the subsequent 5 (five) working days.
- 4.2.3 The Policyholder rejects the Declaration of the Insured when
- the Insurance Premium is not paid within maximum 5 (five) days from the date of the Declaration of the Insured;
  - or the conditions relating to the Insured are not fulfilled;
  - or the Declaration of the Insured contains spelling errors, wrong or erroneous data or email address.

- 4.2.4 The insurance coverage shall be valid for 1 year from the start of risk assumption. The insurance anniversary date is the last day of the insurance cover in each year.
- 4.3 In the case of riders
- 4.3.1 Risk assumption starts at 0.00 hours of the first day after the issue of the Declaration of the Insured providing that the following conditions have been fulfilled:
- The Declaration of the Insured is accepted by the Policyholder and
  - the Client pays the first annual premium of the insurance within 5 (five) working days from the issue of the Declaration of the Insured.
- 4.3.2 The Policy Holder informs the individual(s) issuing the Declaration of the Insured in the case of Retail Bank Cards on the acceptance or rejection of the connection in a letter sent to their e-mail address within the subsequent 5 (five) working days.
- 4.3.3 The Policyholder rejects the Declaration of the Insured when
- the Insurance Premium is not paid within maximum 5 (five) days from the date of the Declaration of the Insured;
  - or the conditions relating to the Insured are not fulfilled;
  - or the Declaration of the Insured contains spelling errors, wrong or erroneous data or email address.
- 4.3.4 The insurance anniversary date is the last day of the Main Insurance cover in each year.

## 5. **Withdrawal of the Declaration of the Insured**

### 5.1 In the case of automatically attached Main Insurance

5.1.1 The Insurance may not be terminated in the case of automatically provided cover.

### 5.2 In the case of voluntarily chosen Main insurance

5.2.1 The Client may withdraw the Declaration of the Insured in writing from the insurance anniversary date specified in Section 4.2.4 of this chapter, at least 30 (thirty) days in advance. The declaration of withdrawal shall be made at CIB Biztosítási Alkusz Kft. which proceeds on behalf of the Policyholder. (Postal address of CIB Biztosítási Alkusz Kft.: Medve utca 4–14, H–1027 Budapest, Hungary.) Without a declaration of withdrawal made by the Client in writing the Voluntarily chosen Travel Protection shall automatically be extended by 1 (one) year, providing that the Client has paid the insurance premium for the Insured.

### 5.3 In the case of riders

5.3.1 The Client may withdraw the Declaration of the Insured in writing from the insurance anniversary date specified in Section 4.3.4 of this chapter, at least 30 (thirty) days in advance. The declaration of withdrawal shall be made at CIB Biztosítási Alkusz Kft. which proceeds on behalf of the Policyholder. (Postal address of CIB Biztosítási Alkusz Kft.: Medve utca 4–14, H–1027 Budapest, Hungary.) Without a declaration of withdrawal made by the Client in writing the Voluntarily chosen Travel Protection shall automatically be extended by 1 (one) year, providing that the Client has paid the insurance premium for the Insured.

## IV. **PREMIUM PAYMENT**

### 1. In the case of automatically attached Main Insurance

1.1 The Bank does not pass on to the Client part of the insurance premium relating to the Insured.

### 2. In the case of voluntarily chosen Main insurance

2.1 The Bank passes on the Insurance Premium to the Client and the Client shall pay it in a manner by making available the required amount of funds on the Bank Account attached to the Bank Card or on the Credit Account until the premium is debited.

2.2 The Client pays the passed on premium annually by paying the first passed on insurance premium within 5 (five) working days from the application for insurance protection and then (from the second passed on insurance premium) on the insurance anniversary dates, with automatic deduction from, or automatic debit made on, the Client's account.

2.3 When the Bank is unable to deduct or debit the annual insurance premium on the Client's account on the insurance anniversary date of the second insurance year, the Client shall have 30 days from the insurance anniversary date to pay the insurance premium.

- 2.4 The insurance premium shall be refunded to the client if the insurance contract is concluded for a person who is not eligible to insurance under the terms and conditions of the insurance product and the Insurer shall reject the claim damages by referring to these reasons.
3. In the case of riders
- 3.1 The provisions of Section 2 of this chapter apply to the premium payment.

## **V. END OF RISK ASSUMPTION, TERMINATION OF THE INSURANCE**

### **1. Termination of the insurance**

- 1.1 when the Insured dies;
- 1.2 at 24.00 hours of the last day of the month in which the Bank Card expires, unless a new Bank Card is issued;
- 1.3 termination specified in Section 3 of this chapter (withdrawal of the Declaration of the Insured made through a telecommunication device) at 24.00 hours on the day of receipt of the termination notice by CIB Biztosítási Alkusz Kft. when the Client connected to the group insurance contract with a Declaration of the Insured made through a telecommunication device;
- 1.4 at 24.00 hours on the date of cessation of the bank account or credit card agreement between the Policy Holder and the Client;
- 1.5 at 24.00 hours on the date of cessation of the bank card agreement between the Policy Holder and the Client;
- 1.6 at 24.00 hours of the day when the Insured completes 75 years of age;
- 1.7 in the case of Voluntarily Chosen Main Insurance and Riders at 24.00 hours of the second insurance anniversary date when the Client fails to pay the passed on premium for 30 days from the insurance anniversary date;
- 1.8 in the case of Voluntarily Chosen Main Insurance and Riders at 24.00 hours of the insurance anniversary date if the Client withdraws the Declaration of the Insured pursuant to Section 5 of chapter III;
- 1.9 at 24.00 hours of the last day of the period covered by the insurance premium when the group insurance master agreement ceases to exist between the Bank and the Insurer.

### **2. Rules pertaining to the withdrawal of the Declaration of the Insured**

- 2.1. If the Client withdraws the Declaration of the Insured prepared for the Insured, the Insured must be informed about it in advance. In such a case, the Insurer shall consider that the Insured consented to the withdrawal. The Client bears all losses and risks that occur as a result of the lack of consent granted by the Insured or the lack of information to the Insured by the Client about the termination or scheduled termination of the insurance protection.

### **3. Rules pertaining to the withdrawal of a Declaration of the Insured made through a telecommunication device**

- 3.1 The Client may terminate any voluntarily chosen Main Insurance and Rider requested through a telecommunication device with immediate effect, within 14 days from the receipt of the emergency assistance card and these insurance terms and conditions, without any obligation to provide an explanation.
- 3.2 The right of termination shall be deemed enforced within the deadline when the Client posts the respective declaration to the postal address of CIB Biztosítási Alkusz Kft. (Medve utca 4–14, H–1027 Budapest, Hungary.) before the expiry or the 14-day deadline.
- 3.3 Prior to the deadline for termination, the Insurer's risk assumption begins at the time specified in these insurance terms and conditions only when the Client expressly consents to the immediate entry into force of the insurance cover simultaneously with making the proposal through the telecommunication device. In the case of consent, the termination of insurance cover does not affect the assessment of claims in progress or pending in relation to insurance events that occurred prior to the termination.
- 3.4 When the Client exercises the right of termination, the Insurer may only demand a consideration which is proportionate to the benefit provided by it. The amount paid by the Client may not be higher than the amount charged proportionately for an already paid benefit, compared to the total benefit specified in the contract, and may not be of an amount that would be construed a sanction. The Insurer shall refund to the Client any amount that exceeds the pro rata consideration for the premium following the receipt of the termination notice or not later than within 30 days.

#### 4. **Other provisions**

- 4.1 In case the insurance cover ceases to exist, the pro rata insurance premium shall be refunded to the Client.
- 4.2 When the contract ceases to exist, neither the Policy Holder, nor the Insured will have any further rights. In the case of an insurance of fixed sums or a health insurance the contract is discontinued upon the provision of the service to the Beneficiary according to the riders, without any residual right.
- 4.3 In the event of any changes in the legal provisions on tax relief or tax credit available in connection with insurance contracts, after the conclusion of such contracts, the insurer shall have the right to present a proposal within sixty days after the effective date of the legislative changes for the amendment of the insurance contract or the related standard contract terms so as to reflect changes in the legislative environment and to update the contract to bring the relevant terms in line with the conditions for claiming said tax relief or tax credit. In the absence of the policyholder's refusal to accept the amendment proposal within thirty days from the time of receipt of notice thereof, the contract shall be amended subject to the terms and conditions set out in the amendment proposal effective as of the time when the relevant legislative changes enter into force. The policyholder's refusal to accept the amendment proposal shall not serve as grounds for termination of the contract by the insurer.

#### VI. **GEOGRAPHIC SCOPE AND EFFECTIVE TERM**

1. The Insurer assumes risks under these terms and conditions only for trips outside the geographic borders of Hungary.
2. With regard to the individual trips, the Insurer's risk assumption begins when the insured person crosses the border of Hungary and lasts until the insured person returns. At the end of the 24th hour of the sixtieth (60th) day from the start of the trip, the Insurer's risk assumption shall cease to exist even if the Insured does not return to Hungary within that deadline.
3. The insurance cover applies only to insurance events that occur during the effective period of the Bank Cards (including replacement cards issued for lost cards or for expired cards as well as renewed bank cards issued in relation to expired cards).
4. If owing to an insurance event occurring during the period covered by the insurance contract the Insured cannot return home, for reasons regarded as justified, by the scheduled date, the Insurer shall automatically extend the period covered by the insurance contract until the Insured is returned home by the service arranged by the Assistance service provider. The risk cover period shall be automatically extended by the Insurer by a maximum of 15 days. The risk cover provided by the Insurer shall lapse on the day on which the Insured returns home as organised by the Assistance service provider. The insurance coverage shall also lapse on the day of arrival at home as organised by the Assistance service provider if the Insured did not take the opportunity of getting carried home as offered by the Assistance service provider.

#### VII. **INSURANCE EVENTS**

##### 1. **Illness, accident**

###### 1.1 *Health, illness*

Unpredictable negative change in the health status of the Insured, occurring independently of the intents of the Insured, necessitating immediate medical help, or the death of the Insured. This category shall include control checks/interventions relating to pregnancy care, obstetrician care or pregnancy as well as the termination of pregnancy, if the Insured could not have been aware of their necessity before the commencement of the journey and the check/intervention is necessitated by unforeseeable reasons or circumstances

###### 1.2 *Accident*

A one-off and sudden external (mechanical electrical or chemical) impact affecting the human body, independently of the intent of the Insured, causing injury or poisoning or other bodily impairment showing immediate clinical, anatomical and functional damage and necessitates immediate (acute, within 3 days) specialised medical care. The resulting injury (impairment) is proven to be in a direct causal relationship with the accident and results in death or temporary/permanent bodily impairment within one year.

##### 2. **Disappearance**

- 2.1 The unexpected disappearance of the Insured as a consequence of a sudden external force that is beyond the will of the Insured Person (including, in particular, getting carried away by avalanche or flood, or falling from a height).
- 2.2 Loss of communication with the Insured for a period of time long enough for indicating a likelihood of the Insured having suffered an Accident or having taken ill, necessitating search and rescue of the Insured.



### 3. Damage to luggage

During a trip only as a consequence of:

- natural disaster,
- theft,
- robbery,
- personal injury suffered in relation to an accident suffered by the Insured,

damage to luggage and clothing owned and carried by the Insured from Hungary.

## VIII. EXCLUSIONS

### 1. General exclusions

a) The following types of damage shall not qualify as insurance events, for which the Insurer shall provide no services, if they occurred outside the Insured Person's country of permanent residence in a country that has been categorised by the Hungarian Government as a high risk country or one in which conditions of war were already prevailing at the time of the visit of the Insured.

- war, invasion, foreign enemy action, animosity or military operations akin to war (whether with or without declaration of war),
- civil war, mutiny, rebellion, internal riots,
- military uprising, military violence,
- revolution.

The Insurer shall indemnify the Insured for his/her personal injury if it occurred within 14 days of the commencement of the above events, the Insured was not an active participant of such actions but the Insurer shall not pay indemnification for damage to property that occurred in such cases.

b) The Insurer shall pay no indemnification in connection with terrorist acts, with the exclusive exception of the following costs:

- costs of emergency medical treatment, up to HUF 5,000,000, per Insured;
- costs of transport of the injured person home up to HUF 1,000,000, per Insured;
- costs of transport of the corpse home up to HUF 1,000,000, per Insured;

c) Cases where damage is caused in part or in full by ionising radiation or nuclear power shall not qualify as insurance events, in which the Insurer shall provide no services.

d) The following shall not qualify as insurance events, if carried out by or under instructions by any government or authority:

- confiscation,
- seizure,
- nationalisation,
- destruction.

e) Events qualifying as accident at work according to the relevant Hungarian regulations shall not qualify as insurance events.

f) The Insurer shall provide no services concerning damage that has occurred in relation to epidemics. An epidemic is when a large number of people are taken ill with a contagious disease concerning which the World Health Organisation (WHO) has issued a pandemic alert of phase 5 or phase 6 with regard to the country concerned.

g) The Insurer shall not indemnify for damage resulting from violations of personality rights and/or for any exemplary compensation for wrongdoing that has been incurred by such violations.

h) The Insurer shall not regard damage or loss stemming from medical malpractice to be insurance events and shall pay no compensation for such.

i) Accidents that have occurred in sports competitions or other sports events, which the Insured Person attended as a participant, shall not qualify as insurance events, for which the Insurer shall provide no services for them, along with accidents occurring in the course of preparations for such sports competitions or during training.



j) **Accidents suffered in the course of sports activities listed below shall not qualify as insurance events and the Insurer shall provide no services for such accidents:**

- any air sports,
- any sports involving motor-powered land vehicles or motor powered water craft,
- diving under water deeper than 18 metres,
- caving,
- mountaineering,
- rock climbing,
- skiing or snowboarding on any other than designated courses open to the public,
- sleighing on any other than designated courses,
- biking anywhere but designated bicycle roads or lanes, or on public roads in breach of the applicable regulations,
- hiking with the help of special equipment (ropes, crampon, ice axe),
- hiking along routes other than designated trails,
- any other sports requiring special skills, high level technical expertise and experience.

**1.2 Regardless of the above exclusions the Insurer covers risks:**

- concerning any ad hoc sports type activities provided in the way of services for which one needs no prior training or qualifications whatsoever, or is carried out, with the involvement of a trained instructor, or guide, in an organised framework, in which the Insured participated as a paying client,
- scuba diving, provided the following conditions are fully met:
  - diving is in line with the prevailing diving regulations introduced by the Hungarian Divers Federation,
  - at the time of diving the Insured Person is over 8 but below 70 years of age,
  - diving is in line with any local special diving rules,
  - diving is in line with the special regulations of the diver training system in which the Insured Person completed a course and obtained qualification,
  - diving is in line with the diver's qualification of the Insured Person as regulated by the relevant Hungarian rules,
  - compressed air is used for breathing during diving,
  - the bottom depth of the dive is not more than 18 metres and no decompression stations need to be applied in the course of diving and continuous and straight line ascent is ensured in any phase of the diving exercise,
  - the diving does not necessitate special precautions. Special precautions need to be taken particularly when: diving takes place in a confined space (hole, cave, under ice, in wreck or engineering structure), in a watercourse where water is flowing, when a towing device is used, in poor or zero visibility conditions, around wrecks, more specifically in cold water (below +10 C) or in hot water (over +32 C).

## **IX. REASONS FOR EXEMPTION**

**The Insurer shall be exempted from the obligation to pay indemnification, if it proves that**

- the insurance event was caused by any change in the behaviour of the Insured caused by the consumption of alcohol, drug use, medicine overdosing or the taking of medicines not prescribed by a doctor,
- the insurance event was caused by the illegal, wilful or grossly negligent conduct of the Insured. The category of gross negligence comprises particularly, missing the mandatory protective vaccination,
- the insurance event occurred in relation to the suicide, suicide attempt or deliberate self-harm of the Insured,
- the event is related to breach of notification or reporting on the part of the Insured or the Client,
- material circumstances relating to the insurance event are no longer possible to investigate as a consequence of delay in the notification of the insurance event.

**The above reasons of exemption shall not be taken into account by the Insurer in the determination of Legal Protection services.**

## X. INFORMATION ON CLAIM SETTLEMENT, INSURANCE SERVICES

### Information on claim settlement

The insurer's obligation shall not take effect if the Insured or the Client fails to report to the insurer the occurrence of an insurance event within the time limit specified in the contract, fails to provide the information necessary, or fails to facilitate verification of the information provided, and, as a consequence, circumstances which are considered material from the point of view of the obligation of the insurer become undetectable.

**Claims must be reported at (+36) 1-477-4900, the 0–24 telephone number of the assistance service provider!**

If the service relating to the insurance event was – for any reason attributable to the Insured or the Client – not used as organised or approved in advance by the Assistance service provider, the Insurer cannot be ordered to pay any amount exceeding HUF 200,000 per Insured and per insurance event!

Luggage theft and robbery shall be reported to the local police as well and the record of the procedure shall be presented to the Insurer. In cases the Insured or the Client is impeded, the report must be submitted immediately when the impediment no longer exists.

### Tasks of the Insured or Client in claim settlement:

- **inform the Assistance service provider of all relevant facts and data pertaining to the insurance event immediately,**
- **avert or reduce the damage to the extent possible, with a view to the instructions received from the Assistance service provider.**

## 1. Provisions concerning the insurance services

### 1.1 Costs proven by receipts/invoices

- a) Costs proven by receipts/invoices shall be reimbursed by the Insurer up to the maximum amounts specified in the table of services. The Insurer will only reimburse the amount of value added tax paid, only on the basis of receipts/invoices stating the amount of the value added tax or from which the amount of the value added tax can be calculated.
- b) **Costs incurred shall only be reimbursed by the Insurer if services organised by the Assistance service provider were used or the Assistance Provider was consulted before the use of the service concerned.**
- c) **If the service concerned was – for any reason attributable to the Insured – not used as organised or approved in advance by the Assistance service provider, the Insurer cannot be obliged to pay any amount exceeding HUF 200,000 per Insured Person and per insurance event.**
- d) If in the country being visited the Insured cannot contact the Assistance Provider or the Insurer cannot guarantee the organisation of the return home of the Insured because of the prevailing conditions and circumstances caused by war, civil war, uprising, riots or any natural disaster, the Insured shall spare no effort to prevent the occurrence of any insurance event and to reduce the costs entailed by events that have occurred. If in such a case the Insured organises his/her return home before the scheduled time in a way not agreed with the Assistance Provider, its extra cost that had not been budgeted in advance and not documented thereafter shall be refunded by the Insurer up to a maximum of HUF 500,000 – in observance of the obligation to mitigate the damage.
- e) With the exception of accident insurance and health insurance qualifying as insurance of fixed sums, if the same insurance interest is covered by multiple insurers independently of each other (multiple insurance), the Insured may submit its claim for damages to one or more of such insurers. If the Insured files his or her claim for damages with the Insurer, the Insurer shall make payment in accordance with the General Contract Terms and Conditions applying to this insurance up to the limit specified in the Service and Premium Table, reserving the right to claim proportionate reimbursement from the other Insurers. When submitting his or her claim for damages the Insured shall make a declaration on the existence of multiple insurance if any, on the enforcement of his or her claim and on any amounts already received.
- f) The Insurer shall make payment in HUF, while in the case of assistance service, it shall provide its service in-kind. All costs incurred in foreign exchange or currency shall be converted into HUF at the MNB medium exchange rate prevailing on the date when the cost incurred.

### 1.2 Permanent telephone assistance service

The Assistance service provider shall operate a round-the-clock telephone assistance service that can be called from both Hungary and abroad. The telephone number is: **(+36) 1-477-4900**

### 1.3 Services in the case of accident or illness

- organisation of emergency medical care and reimbursement of costs incurred abroad, until the Insured is in a condition in which he/she can be carried back home,
- organisation of emergency dental care and reimbursement of costs incurred abroad, organisation of justified transport of the ill or injured Insured Person abroad and reimbursement of its cost,
- in case the Insured needs to be carried away from the site of the accident/illness by helicopter, it will be comprised in the Insurer's service. The amount reimbursed equals the amount stated in the "Mountain and helicopter rescue and search" row of the Benefit Table.
- organisation of the stay of the ill or injured Insured stay abroad as demanded by the circumstances and reimbursement of its costs, automatic extension of the insurance coverage for the shorter of such period or 15 days.

#### 1.3.1 Exclusions relating to accidents and illnesses

The Insurer will not reimburse costs:

- **known or expected by the Insured to be incurred, even before the commencement of the journey,**
- **incurred in relation to illnesses or injuries existing already before the commencement of the journey,**
- **incurred in the course of convalescence and rehabilitation treatment of the Insured,**
- **incurred in the course of the trip of the Insured taken in order to receive medical treatment, in relation to medical diagnostics, medical treatment, plastic surgery interventions,**
- **incurred after and in relation to organ transplant performed on the Insured, in the course of his/her journey back home,**
- **relating to treatment in sanatorium, rehabilitation treatment, physiotherapeutic treatment,**
- **relating to prior tests aimed at assessing the patient's condition (particularly examinations preceding the purchase or replacement of glasses, contact lenses, medical aids, prosthetics),**
- **relating to preventive vaccinations,**
- **incurred optionally, not in relation to emergency care, even if carried out after emergency treatments,**
- **incurred in relation to burning injuries, such as those caused by solar radiation or skin tanning equipment (sunbed),**
- **relating to sexually transmitted diseases,**
- **relating to medical or medicinal activities not subsidised by the Hungarian social security system (e.g. homeopathy, acupuncture),**
- **relating to the mental condition, depression or alcoholism of the Insured.**

### 1.4 Search, rescue

In the case of the disappearance of the Insured as a consequence of accident or illness (VIII.2) the Assistance service provider organises search for the Insured and his/her transport to a safe and secure place as fits the condition of the Insured so found. The costs of search and rescue shall be reimbursed by the Insurer up to the amount in the Service and Premium Table.

#### 1.4.1 Exclusion and limitation relating to search and rescue

**The Insurer may claim refund of the search and rescue costs it has paid if the disappearance of the Insured is related to his/her unlawful and wilful or grossly negligent conduct, including, in particular, any conduct in causal relationship with the his or her consumption or use of alcohol or narcotic substances.**

### 1.5 Hospital day compensation

In case the Insured needs to be hospitalised as a consequence of illness or accident but at least 65 % of the total cost of the justified hospital treatment is covered by

- the European Health Insurance Card of the Insured, or
- some other insurance coverage,

the Insurer pays, under this contract, daily hospital cost reimbursement in amounts specified in the Service and Premium Table for the days spent in hospital. As part of its service the Insurer shall pay daily hospital cost reimbursement for not more than 30 days per insurance event. The service shall not be provided for the day of admission to and release from hospital.

### 1.6 Driver sent to drive a passenger car home

If in the case of the illness of the Insured or an accident involving the Insured the Insurer provided service and the Insured has become incapable of driving the passenger car used as the means of travel, the Assistance service provider organises the commissioning of a driver to drive the passenger car home instead of the Insured. The Insurer shall pay the extra cost incurred in relation to the commissioning of a driver and the driving of the passenger car home, to the extent specified in the Service and Premium Table.

### 1.7 Transporting the family home

The Assistance service provider shall organise the transport of family members travelling together with the Insured Person before the scheduled date if the Insured is provided – under this contract – with insurance service on account of accident or illness and is forced to break off his/her trip. The term family member shall refer to close relatives. The Insurer shall reimburse the extra costs incurred in relation to the trip home before the scheduled date, to the extent specified in the Service and Premium Table.

### 1.8 Visiting of the sick or injured insured

The Assistance service provider shall organise a visit for a close relative or relative of the Insured who has been undergoing hospital treatment for at least 5 days as a consequence of an insurance event, from Hungary to the hospital concerned, if the Insured is not expected to be in a condition suitable for being transported home for at least 5 more days. The Insurer shall cover the costs of the round trip of one person, from and to an address in the country of permanent residence, to the extent specified in the Service and Premium Table.

### 1.9 Travel home before scheduled date

The Assistance service provider shall organise the unexpected trip home, ahead of the scheduled date of the Insured, if necessitated by the unexpected death or serious illness of a close relative of the Insured. The Insurer shall pay the extra cost of the trip organised by or agreed in advance with the Assistance service provider, to the extent specified in the Service and Premium Table.

### 1.10 Repatriation of the corpse

The Assistance service provider shall organise the transportation of the dead body of the Insured deceased in the course of an insurance event, to the country of permanent residence. The Insurer shall pay the costs of the transportation of the dead body home or the costs of burial abroad, to the extent specified in the Service and Premium Table.

### 1.11 Replacement of documents

The Assistance service provider shall organise the replacement of documents – that are indispensable for continued stay abroad and the trip home – lost or destroyed abroad, while the Insurer shall pay the justified costs of replacement, to the extent specified in the Service and Premium Table.

### 1.12 Supply of an interpreter

In case the Insured does not speak the language of the country in which he/she is staying, the operator who can be reached through the emergency telephone line shall provide assistance, in the form of interpretation by telephone, in the language of the country concerned or via an intermediary language.

If foreign language skills are required in relation to an insurance event, the Insurer assigns an interpreter to the Insured and assumes the costs of the interpreter's fee up to the amount indicated in the Benefit Table. The availability of local Hungarian interpreters cannot be guaranteed in each country.

The interpretation service is available in the following languages:

- English;
- German;
- French;
- Italian;
- Serbian;
- Croatian;
- Romanian.

In case command of the local language is necessary in relation to the insurance event, the Insurer shall reimburse to the Insured the costs (proven by invoice) of interpretation organised by the Insurer and used for due reason, up to the amount specified in the Service and Premium Table.

### 1.13 Luggage replacement cost, luggage delay, flight delay

**Only damage to luggage owned and carried by the Insured from the country of his permanent residence, or clothing owned and worn by the Insured, as a consequence of a natural disaster, theft, robbery or personal injury suffered by the Insured during the journey may qualify as an insurance event.**

- a) The Insurer shall pay the costs of replacement of property damaged in the course of an insurance event. The Insurer shall pay the market value of pieces of property prevailing on the day of the insurance event, in view of – to the extent possible – the original invoice or receipt made out to the name of the individual concerned or, where necessary, other pieces of evidence, subject to the limits per object and event, as specified in the Service and Premium Table. Market value means the price for which a used piece of property of the function, age and condition corresponding to that of the damaged property, can be purchased.
- b) Repair of suitcase – the Insurer shall, on the basis of the original invoice issued for the repair, pay the costs of the repair of the damage caused to the suitcase concerned by the road, air or water transport operator, up to the amount specified in the table

of services, provided the road, air or water transport operator has admitted in writing the fact that it caused the damage and has partly refunded the claim for damages of the Insured.

- c) Luggage delay – if in the course of the trip to the destination abroad of the Insured – with an airline or shipping company or with representations of such – the luggage booked by the Insured Person at the time of his/her departure to the place of destination is delivered to any place other than as specified when it was booked and consequently it is delayed by at least 6, the Insurer shall indemnify the Insured up to the amount specified in the Service and Premium Table, based on the invoices evidencing the purchase of the consumer goods and services that are indispensably required because of the delay. The actual duration of the delay shall be proven by an original on-site record issued by the airline or shipping company or the representation of such to the name of the Insured while the take-over of the luggage shall be proven by an official certificate stating the name of the Insured, specifying the precise date and time of the take-over. The luggage booking receipt shall also be attached to the claim for damages. The period of the delay should be calculated in accordance with the time of arrival of the aircraft or the boat/vessel. The amount paid by the Insurer is independent from the number of pieces of the luggage. Indemnification may be paid to the Insured if he/she can present each of the above certificates made out to his or her name, clearly proving his or her delayed receipt of at least one piece of his or her luggage.
- d) Delay of service – if in the course of the trip to the destination abroad of the Insured, with an airline or shipping company or with representations of such and the airliner or the ship is at least 6 but not more than 24 hours late in comparison to the applicable timetable, for any reason (such as weather conditions), the Insurer shall indemnify the Insured up to the amount specified in the Insurer's Service and Premium Table, based on the invoices evidencing the purchase of the consumer goods and services that are indispensably required because of the delay. One prerequisite for this is that the Insured called the airline or shipping company and then appeared at their premises at the time as per the travel itinerary specified by the travel organiser or the transport company was issued an official written certificate, made out to his/her name by the airline or shipping company (or its representative) of the reasons for or causes and length of the delay. The period of the delay should be calculated on the basis of time shown in the schedule of the aeroplane or the shipping company and the actual arrival of the vehicle. **The cancellation of a flight or journey shall not qualify as an insurance event. A delay exceeding 24 hours shall qualify as the cancellation of a flight.**

#### 1.13.1 Exclusion and limitation relating to luggage claims

The Insurer shall not pay indemnification for damage which

- occurs as a result of items being dropped or falling,
- is caused to or in relation to valuable items carried along for the trip (precious metals, wristwatches, precious stones, jewellery, works of art, collection),
- occurs in cash, cash substitute means of payment, securities, items providing entitlement to the use of services (tickets, season passes, stickers),
- occurs in musical instruments,
- occurs in bicycles,
- occurs in sports equipment and gear, special sports clothing, particularly divers' outfit, skiing clothes,
- occurs in tools, means of work,
- occurs in data carriers or data stored in/on such,
- occurs in objects stored in cars in visible places, as a by consequence of theft, even if the motor vehicle was locked at the time of the occurrence of the insurance event,
- occurs in objects placed in unlocked vehicles, as a consequence of theft,
- occurs during camping in places other than designated camp sites by theft or robbery,
- occurs in luggage not kept safe in the way that would have been expected in the given circumstances – unless items were stolen from belongings left unattended at a beach or swimming pool side, of which a police record has been produced. The maximum amount of the service shall be as specified in the Service and Premium Table.
- occurred in relation to any criminal act perpetrated by the Insured (except for Legal Protection services),
- occurred in relation to an accident in which such vehicle was involved which the Insured was driving without authorisation at the time of the accident.

1.13.2 Contrary to the exclusions and limitations specified in Section 1.13.1, in the case of Gold and Business cards, the Insurer covers technical articles the value of which when they are new does not exceed HUF 50,000.

1.13.3 The insurance attached to Gold and Business Cards covers damages to cameras, camcorders, tablets, portable computers, mobile phones, navigation devices in the amount corresponding to their value when they were new when the damage does not occur in a device included in the hauled luggage on a flight.

1.13.4 The insurance does not provide any compensation for damages to cameras, camcorders, tablets, portable computers, mobile phones or navigation devices that are included in the hauled luggage on a flight.

## 1.14 Legal aid, liability insurance

### 1.14.1 Legal assistance services

The Assistance service provider shall organise legal advice, on one occasion, for the Insured concerning the insurance event that has occurred or in relation to the proceedings instituted by a competent authority against the Insured Person during the term of risk coverage in the course of the duration of the trip concerned.

In the case of a contravention proceeding or a criminal proceeding instituted against the Insured on account of a criminal offence committed out of negligence the Insurer shall reimburse

- the cost of the lawyer assigned,
- the duty payable,
- the costs of the legal proceeding,

up to the limit applying to such service.

### 1.14.2 Advancement of bail

The Insurer shall advance the amount of bail to be deposited in order to have the Insured released on bail, up to the amount specified in the Service and Premium Table. **The Insured Person shall refund the amount of the bail to the Insurer within 60 days of his or her return home.**

### 1.14.3 Liability insurance

If the Insured has caused an accident for which he/she is liable under the Hungarian law, the Insurer shall pay the costs of the medical treatment or the burial of the person injured in the accident up to the amount specified in the table of services and premiums.

### 1.14.4 Hotel liability insurance

In case the Insured causes such property damage to equipment of hotel, apartment or camp site used in exchange for a usage fee as accommodation, for which he/she is liable under both the Hungarian and the local statutory regulations, the Insurer shall reimburse the amount he/she paid in the way of compensation, to the extent of the amount specified in the table of services.

### 1.14.5 Exclusions and limitations

**Under this insurance contract the Insurer shall not pay indemnification for any damage caused by deliberate action or for damage covered under the effective Hungarian statutory regulations by the mandatory motor third party liability insurance policy covering the vehicle that caused the damage, regardless of whether the vehicle that caused the damage was or was not covered by such insurance. Nor shall the Insurer reimburse to the Insured causing damage any of its costs of legal representation, exemplary compensation for wrongdoing or interests exceeding the limit set on the insurance compensation.**

## 1.15 Unlawful bank card debit

The Insurer provides compensation, up to the amount stated in the Benefit Table for the amounts debited on stolen or lost bank cards unlawfully during the period of 12 hours prior to the official report on the theft or loss to the issuer of the Bank Card, for which the Client or the Insured is responsible.

1.15.1 The Insurer shall compensate only for unlawful debits for which the Insured is liable pursuant to the Bank Card Agreement.

1.15.2 The Insured shall report the theft or loss to the issuer of the Bank Card and to the Insurer immediately when the event is detected.

1.15.3 The Insurer shall satisfy the conditions of the Bank Card Agreement.

### 1.15.4 Exclusions

**In addition to general exclusions, the insurance coverage shall not extend to:**

- a) Bank card debits that were made more than 12 hours prior to the report of the theft or loss.**
- b) Bank card debits which were made after the report of the theft or loss.**
- c) Bank card debits that were not made with the use of the stolen or lost Bank card.**
- d) Cash withdrawn with the stolen or lost Bank Card.**
- e) Bank card debits made by any individual(s) sharing a household with the Insured or authorised by the Insured to use the Bank Card.**



**2. Accident insurance services**

2.1 In cases occurring within one year of the date of the occurrence of an accident, in a causal relationship with the accident suffered by the Insured during the journey, the Insurer shall provide the following services:

- payment of the insurance compensation upon death by accident,
- payment of the insurance compensation upon permanent health impairment,
- payment of the insurance compensation for death in an aviation disaster, in addition to the insurance compensation for death in accident if the Insured died as a paying passenger of the passenger plane in an aviation disaster.

2.2 The accident insurance services relating to the death of the Insured shall be paid by the Insurer to the heirs of the Insured.

2.3 The degree of health impairment shall be established by the Insurer’s doctor in view of the parameters presented in the following table. In the case of damage to multiple body parts, the relevant percentage rates shall be aggregated. If the aggregated percentage rates exceed 100%, the Insurer shall pay the amount corresponding to a 100% degree of health impairment.

The degree of permanent health impairment shall not be established before the passing of one year following the date of the accident. One prerequisite for the service is that it is claimed from the Insurer while the Insured is alive.

Injuries to body parts	Degree of health impairment (%)
Loss or complete immobility of one complete upper limb from the shoulder joint	70%
Loss or complete immobility of one upper limb over the elbow joint	65%
Loss of complete part of one upper limb below the elbow or immobility of the same or complete loss or immobility of one hand	60%
Complete loss or immobility of one thumb	20%
Complete loss or immobility of one index finger	10%
Complete loss or immobility of any other finger	5%
Complete loss or immobility of one lower limb over the mid-thigh section	70%
Complete loss or immobility of one lower limb up to the mid-thigh section	60%
Complete loss of one lower limb up to the mid-shin section	50%
Complete loss of one foot up to the ankle	30%
Complete loss of one big toe	5%
Complete loss of any other toe	2%
Complete loss eyesight in both eyes	100%
Complete loss eyesight in one eye if the other eye is unimpaired	40%
If the eyesight of the other eye had been lost before the effective date of the insurance contract	70%
Complete loss of hearing of both ears	60%
Complete loss of hearing of one ear	15%
If the hearing of the other ear had been lost before the effective date of the insurance contract	45%
Complete loss of the capability of speech	60%
Complete loss of the capability of understanding speech	60%
Complete loss of the ability to smell	10%
Complete loss of the ability to taste	5%

2.4 If the Insured dies as a consequence of an insurance event within 1 year of the date of its occurrence, the Insurer shall supplement the amount paid up to the date of death – on account of permanent health impairment – to the insurance compensation for death. If the amount already paid in the way of insurance compensation for permanent health impairment exceeds the amount of the insurance compensation for death, the Insurer shall not claim refunding of the difference.



## XI. SERVICES PROVIDED UNDER THE RIDER RELATING TO THE PASSENGER CAR USED AS THE MEANS OF TRAVEL

1. **Geographic scope of the rider relating to the passenger car used as the means of travel:** Andorra, Austria, Belgium, Bosnia-Herzegovina, Bulgaria, Cyprus, Czech Republic, United Kingdom, Estonia, Denmark, Finland, France, Gibraltar, Greece, Holland, Croatia, Ireland, Iceland, Poland, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Monaco, Montenegro, Germany, Norway, Italy, Portugal, Romania, San Marino, Spain, Switzerland, Sweden, Serbia, Slovak Republic, Slovenia, Turkey (European part), Vatican City.

The service may be used:

- a) in relation to vehicles not more than 15 years old,
  - b) with the registration number stated in the Declaration of the Insured,
  - c) possessing the relevant licences, permits and MTPL coverage,
  - d) passenger cars,
  - e) upon any degree of its immobility (**except for flat tires<sup>1</sup>**),
- up to the amount specified in the Service and Premium Table.

### 2. The available services:

- 2.1 **Organising the on-site (roadside) emergency repair of the passenger car and payment of its cost, to the extent specified in the Service and Premium Table** The goal of the emergency repair is to render – at the site of the insurance event – the passenger car capable of travelling on in accordance with the applicable technical rules but not complete technical and aesthetic recovery. The costs of the components required for the repair are borne by the insured, and the Insured must provide for having the motor vehicle properly repaired in a servicing unit. The insurer shall not pay compensation for the costs of any components and/or parts required for repairs.
- 2.2 **Organising the transportation of the passenger car to the nearest repair shop and payment of its cost, to the extent specified in the Service and Premium Table.** In case no emergency repair of the motor vehicle is possible on-site or if the attempt at repairing it fails, the Insurer provides for the delivery of the passenger car to the nearest brand servicing unit or the nearest specialised repair shop that is suitable for repairing it.
- 2.3 **Organising the transportation of the passenger car back home and payment of its cost, to the extent specified in the Service and Premium Table.** The Insurer organises transportation back home if after delivery to the servicing unit the expert opinion issued by the servicing shop it would take more than 4 working days to get the vehicle repaired.
- 2.4 Payment of the costs of storage of the passenger car up to the amount specified in the Service and Premium Table.
- 2.5 Payment of the unexpected cost of accommodation during the repair the passenger car, up to the amount specified in the Service and Premium Table.
- 2.6 If in the case of the illness of the Insured or an accident involving the Insured the Insurer provided service and the Insured has become incapable of driving the passenger car used as the means of travel, the Assistance service provider organises the commissioning of a driver to drive the passenger car home instead of the Insured. The Insurer shall pay the extra cost incurred in relation to the commissioning of a driver and the driving of the passenger car home, to the extent specified in the Service and Premium Table.

### 3. Exclusions relating to the passenger car used as the means of travel

**The Insurer shall pay no reimbursement if the costs were incurred in relation to a more than 15 years old passenger car used as the means of travel. The age of the passenger car shall be calculated as follows: the year of manufacture shall be subtracted from the year of the risk inception date. Passenger motor vehicle is a motor vehicle used by the Insured Person for the purposes of his or her journey, which passed the official tests as a passenger motor vehicle according to its valid vehicle licence, of a total weight not exceeding 3.5 tonnes, with valid documents licensing it for use.**

**In case the vehicle of the Insured runs out of fuel, the Insurer shall organise the delivery to the vehicle of fuel of a quantity required for driving on to the nearest filling station but the Insurer shall not pay the cost of the fuel or any of the related costs.**

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1. In the case of a flat tire the Insurer shall organise the despatching of a local repair service provider but the costs of both the call at the site and the repair shall be borne by the Insured.

## XII. REPORTING OF INSURANCE EVENTS

**The insurer's obligation shall not take effect if the Insured fails to report to the insurer the occurrence of an insurance event within the time limit specified in the contract, fails to provide the information necessary, or fails to facilitate verification of the information provided, and, as a consequence, circumstances which are considered material from the point of view of the obligation of the insurer become undetectable.**

Insurance events must be reported immediately on the telephone number of the Assistance service immediately or, when it is objectively possible, within 24 hours from the event. When the Insured is impeded, the report must be made immediately when the impediment no longer prevails in order to obtain information about all important conditions relating to the damage.

Luggage theft and robbery shall also be reported to the local police.

## XIII. DOCUMENT REQUIRED FOR CLAIM SETTLEMENT

For the assessment of the damage and the establishment of its amount the Insurer may request the following documents:

- the form introduced by the Assistance service provider, filled out (for all insurance events),
- personal identification document (for all insurance events),
- certification of validity of general health insurance (for insurance events described in subsection VII.1 of the regulation),
- certification of the validity of the insurance based on the data of the Policyholder's records (for all insurance events),
- detailed description by the Insured of the Insurance event (for all insurance events),
- in the case of an insurance event occurred while using a paying service the record produced of the event (for insurance events referred to in subsections VII.1 of the regulation),
- medical documents produced in relation to the insurance event (for insurance events described in subsection VII.1 of the regulation),
- invoices produced in relation to the insurance event (for all insurance events),
- police and other official documents produced in relation to the insurance event (for all insurance events),
- expert documents produced in relation to the insurance event (for all insurance events),
- declaration issued by the family doctor of the Insured and/or the doctor regularly visited by the Insured (for insurance events described in subsection VII.1 of the regulation),
- in the case of business bank cards delegation order certifying the dates of the commencement and the end of the journey of the Insured (for all insurance events),
- declaration issued by the Insured to the Insurer's doctor relieving the doctor from the secrecy obligation (for insurance events described in subsection VII.1 of the regulation),
- original invoice/receipt, preferably to the name of the owner, certifying damaged pieces of property in the case of damage to luggage (for insurance events described in subsection X.1.13. of the regulation)
- original invoice/receipt, preferably to the name of the owner, certifying repairs of object used for storing luggage (for insurance events described in subsection X.1.13.b) of the regulation)
- declaration on the existence of multiple insurance contracts (for all insurance events).
- The party entitled to enforce the claim shall have the right in each case to present further evidence, deemed as required for enforcing their claim according to the general rules of evidence.

## XIV. THE DUE DATE OF THE SERVICE

1. The organisation services shall be commenced by the Assistance service provider immediately upon notification. The Insurer shall pay the medical and hospital charges for the services organised by or agreed in advance with the Assistance service provider, directly to the doctor or the health institution, providing they submit their invoiced directly to the Insurer.
2. Insurance compensations shall be paid by the insurer within 30 days of receipt of the necessary documents.
3. **Claims relating to the insurance contract shall lapse 2 years after the date of the insurance event.**

## XV. CLAIM OF REFUND, CLAIM FOR REIMBURSEMENT

1. If it is found after the provision of the Insurer's service that the Insurer would not have been obliged to provide the service under this regulation, the Insurer may claim refund of the amount reimbursed or the cost of the service provided, except for life saving emergency interventions.

If the same interest is insured by more than one insurer independently, the Insured shall have the right to submit his claim to one or more of such insurers.

2. The insurer to which a claim is submitted shall be liable to make a settlement payment under the terms and conditions fixed in the document verifying insurance cover and up to the sum insured as specified therein, while reserving the right to lodge a claim for compensation relating to the other insurers
3. Under the claim referred to in Section 15.2 for compensation, the insurers shall cover the claims paid jointly subject to the terms and conditions and in proportion to the amounts of coverage according to which the individual insurers would be liable to the insured.

## **XVI. CONFIDENTIALITY OBLIGATION**

Pursuant to the authorisation granted in Act LXXXVIII of 2014 on the Business of Insurance (hereinafter: Insurance Act), the Insurer processes data that are classified as insurance secret. The Insurer may process personal data, during the term of the insurance contract and during the period during which any claim may be enforced in relation to the insurance relationship. Data contained in the data transmission registry shall be deleted after the passage of 5 years following data transmission or, in the case of the transmission of health-related data or data qualifying as special data under the Data Protection Act, after 20 years.

Insurance secret shall mean all data – other than classified information – in the possession of insurers, reinsurers and insurance intermediaries that pertain to the personal circumstances and financial situations (or business affairs) of their clients (including injured parties), and the contracts of clients with insurers and reinsurers.

### **Insurance Act Section 135**

- (1) Insurers and reinsurers shall be allowed to process the data of clients which are considered insurance secrets only to the extent that they relate to the relevant insurance contract, with its creation and registration, and to the service. The purpose of such data management may only be related to the conclusion or modification of the insurance contract, keeping the insurance contract in the portfolio or assessment of claims stemming from the insurance contract or some other purpose as specified in this act.
- (2) Insurers and reinsurers shall obtain the data subject's prior consent for processing data for purposes other than what is contained in Paragraph (1). The client shall not suffer any disadvantage if the consent is not granted, nor shall any advantage shall be given if it is granted.
- (3) Unless otherwise provided for by law, the owners, directors and employees of insurers and reinsurers, and all other persons having access to insurance secrets in any way or form during their activities in reinsurance-related matters shall be subject to the obligation of professional secrecy without any time limitation.

### **Insurance Act Section 136**

According to the Act XLVII of 1997 on the Processing and Protection of Personal Data in the Field of Medicine (hereinafter referred to as "PDFM"), insurers shall be authorized to process any data pertaining to the medical condition of clients only for the reasons set out in Section 135(1) and only in possession of the express written consent of the data subject.

### **Insurance Act Section 137**

Insurance secrets may only be disclosed to third parties:

- a) under the express prior written consent of the insurer or reinsurer's client to whom they pertain, and this consent shall precisely specify the insurance secrets that may be disclosed;
- b) there is no legal confidentiality obligation.

### **Insurance Act Section 138**

- (1) The requirement of confidentiality concerning insurance secrets shall not apply to:
  - a) Magyar Nemzeti Bank acting in its scope of duties (hereinafter: Supervisory Authority),
  - b) the investigating authority and the public prosecutor's office after ordering the investigation;
  - c) the court of law in connection with criminal cases, civil actions and non-contentious proceedings, and the court proceeding in administrative lawsuits, including the experts appointed by the court, and the independent court bailiff, the administrator acting in bankruptcy proceedings, the temporary administrator, extraordinary administrator, liquidator acting in liquidation proceedings in connection with a case of judicial enforcement, the principal creditor in debt consolidation procedures of natural persons, the Family Bankruptcy Protection Service, the family administrator, the court
  - d) notaries public, including the experts they have appointed, in connection with probate cases;
  - e) the tax authority in the cases referred to in Paragraph (2);
  - f) the national security service proceeding in its scope of duties,

- g) the Competition Authority, acting in its scope of duties,
  - h) the guardianship authority acting in its scope of duties,
  - i) the government body in charge of the healthcare system in the case defined in Subsection (2) of Section 108 of Act CLIV of 1997 on Health Care;
  - j) bodies authorized to use secret service means and to conduct covert investigations if the conditions prescribed in specific other act are provided for;
  - k) reinsurers and in the case of co-insurance the underwriting insurers,
  - l) the bureau of insurance policy records maintaining the central policy records with respect to data transmitted as governed by law, the claims records agency keeping accident and claims records, the traffic control authority in connection with road transport administrative actions relating to vehicles which are not listed in the motor vehicle registry, and the body operating the register of motor vehicles;
  - m) the receiving insurer with respect to insurance contracts conveyed under a portfolio transfer arrangement, as provided for by the relevant agreement;
  - n) with respect to the information required for settlement and for the enforcement of compensation claims, and also for the conveyance of these among one another, the body operating the Compensation Fund and/or the Claims Guarantee Fund, the National Bureau, the correspondent, the Information Center, the Claims Organization, claims representatives and claims adjustment representatives, or the responsible party if wishing to access – in exercising the right of self-determination – the particulars of the other vehicle that was involved in the accident from the accident report for the purpose of settlement;
  - o) the outsourcing service provider with respect to data supplied under outsourcing contracts, and the auditor with respect to data required for carrying out the audits;
  - p) third-country insurers and insurance intermediaries in respect of their branches, if they are able to satisfy the requirements prescribed by Hungarian law in connection with the management of each datum and the country in which the third-country insurer or insurance intermediary is established has regulations on data protection that conform to the requirements prescribed by Hungarian law;
  - q) the commissioner of fundamental rights in exercising its designated functions;
  - r) the Hungarian National Authority for Data Protection and Freedom of Information acting in its scope of duties,
  - s) the insurer in respect of the bonus-malus system and the bonus-malus rating, and the claims record and the bonus-malus rating in the cases specified in the decree on the detailed rules for the verification of casualties;
  - t) the agricultural damage survey body, the agricultural administration body, the agricultural damage compensation body, and the institution delegated to conduct economic assessments under the supervision of the ministry directed by the minister in charge of the agricultural sector in respect of insured persons claiming any aid for the payment of agricultural insurance premiums;
  - u) upon receipt of a written request from a body or person referred to in Sub-paragraphs a)–j), n), s), t) and u) indicating the name of the client or the description of the insurance contract, the type of data requested and the purpose of and the grounds for requesting data, with the exception that the bodies or persons referred to in Sub-paragraphs p)–s) 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 authorization for requesting data shall be treated as verification of the purpose and legal grounds.
- (2) Pursuant to Paragraph (1) e), there shall be no confidentiality obligation concerning insurance secrets 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.
- (2a) The obligation of confidentiality concerning insurance secrets shall not apply to financial institutions provided for in the CIFE in connection with insurance contracts linked to claims arising out of financial services, if the financial institution makes a written request to the insurer indicating the name of the client or the description of the insurance contract, the type of data requested and the purpose for requesting it.
- (3) The disclosure made by an insurer to the tax authority in compliance with the obligation prescribed in Sections 43/B–43/C of Act XXXVII of 2013 on International Administrative Cooperation in Matters of Taxation and Other Compulsory Payments (hereinafter referred to as “IACA”) in accordance with Act XIX of 2014 on the Promulgation of the Agreement between the Government of Hungary and the Government of the United States of America to Improve International Tax Compliance and to Implement FATCA, and on the Amendment of Certain Related Acts (hereinafter referred to as “FATCA Act”) shall not be construed as violation of insurance secrets.
- (3a) The disclosure made by an insurer to the tax authority in compliance with the obligation prescribed in Section 43/H of the IACA, and under Sections 43/B and 43/C of the IACA in accordance with the FATCA Act shall not be construed as violation of insurance secrets.
- (4) Insurers and reinsurers shall be authorized to disclose the personal data of clients in the cases and to the agencies indicated in Paragraph (1) and (6) hereof and in Sections 137, 138 and 140.
- (5) The confidentiality requirement shall apply to the employees of the agencies specified in Paragraph (1) beyond the framework of their official capacity.

- (6) Insurers and reinsurers shall be required to supply information forthwith where so requested in writing by the national security service, the public prosecutor or the investigating authorities under the prosecutor's consent if there is any suspicion that an insurance transaction is associated with:
  - a) misuse of narcotic drugs, illegal possession of new psychoactive substances, acts of terrorism, criminal misuse of explosives or blasting agents, criminal misuse of firearms and ammunition, money laundering, or any felony offense committed in criminal conspiracy or within the framework of a criminal organization under Act IV of 1978 in force until 30 June 2013,
  - b) unlawful drug trafficking, possession of narcotic drugs, inciting substance abuse, aiding in the manufacture or production of narcotic drugs, illegal possession of new psychoactive substances, acts of terrorism, failure to report a terrorist act, terrorist financing, criminal misuse of explosives or blasting agents, criminal misuse of firearms and ammunition, money laundering, or any felony offense committed in criminal conspiracy or within the framework of a criminal organization under the Criminal Code.
- (7) The obligation of confidentiality concerning insurance secrets shall not apply where an insurer or reinsurer complies with the obligation of notification prescribed in the Act on the Implementation of Restrictive Measures Imposed by the European Union and the UN Security Council Relating to Liquid Assets and Other Financial Interests.
- (8) The disclosure of the group examination report to the dominating member of the financial group during the supervisory oversight proceedings in the case of group supervision shall not constitute a breach of confidentiality concerning insurance secrets and trade secrets.
- (9) Data transfer pursuant to Section 164/B of the CIFE Act shall be construed a breach of insurance secret.

#### **Insurance Act Section 139**

The obligation to keep insurance secrets shall not apply when:

- a) a Hungarian law enforcement agency makes a written request for information – that is considered insurance secret – in order to fulfil the written requests made by a foreign law enforcement agency pursuant to an international agreement;
- b) the national financial intelligence unit makes a written request for information – that is considered insurance secret – acting within its powers conferred under the Act on the Prevention and Combating of Money Laundering and Terrorist Financing or in order to fulfil the written requests made by a foreign financial intelligence unit.

#### **Insurance Act Section 140**

- (1) It shall not constitute a violation of professional secrecy where an insurer or reinsurer supplies information to a third-country insurer or reinsurer or a third-country data processing agency:
  - a) the client of the insurer (hereinafter: data subject) has consented to such data transmission in writing, or
  - b) in the absence of the data subject's consent, the data transmission involves a set of data, for a purpose and on the basis of legal grounds specified by law, and in the third country concerned an adequate level of protection of personal data is ensured in any way prescribed in Section 8 (2) of Act CXII of 2011 on Informational Self-Determination and Freedom of Information (hereinafter: Info Act) sets out the rules applying to the management and processing of personal data.
- (2) The provisions governing data disclosure within the domestic territory shall be observed when sending data that is treated as an insurance secret to another Member State.

#### **Insurance Act Section 141**

- (1) The following shall not be construed a breach of insurance secret:
  - a) disclosure of summarized information from which the clients and/or the specifics of their business cannot be identified;
  - b) in respect of branch offices, transfer of data to the supervisory authority of the country where the registered address (main office) of the foreign-registered enterprise is located, if such transfer is in compliance with the agreement between the Hungarian and the foreign supervisory authorities;
  - c) disclosure of information, other than personal data, to the minister for legislative purposes and in connection with the completion of impact assessments;
  - d) the disclosure of data in order to comply with the provisions contained in the Act on the Supplementary Supervision of Financial Conglomerates.
- (2) Insurers and reinsurers may not refuse to disclose the data specified in Paragraph (1) on the grounds of protection of insurance secrets.

#### **Insurance Act Section 142**

- (1) The personal data indicated in the data transfer records and the data covered by Section 136, or the data treated as special data under the Info Act shall be deleted, respectively, after five years and twenty years following the date of disclosure.
- (2) The insurer or reinsurer shall not be authorized to notify the data subject when data is disclosed pursuant to Section 138(1) b), f) and j) or in Section 138(6).
- (3) Insurers and reinsurers shall be entitled to process personal data during the life of the insurance or reinsurance contract or other contractual relation, and as long as any claim can be asserted in connection with the insurance, reinsurance or contractual relation.

### **Insurance Act Section 143**

- (1) Insurers and reinsurers shall be entitled to process personal data relating to any un concluded insurance or reinsurance contract as long as any claim can be asserted in connection with the failure of the contract.
- (2) Insurers and reinsurers shall be required to delete all personal data relating to their current or former clients or to any frustrated contract in connection with which the data in question is no longer required, or the data subject has not given consent, or if it is lacking the legal grounds for processing such data.
- (3) Within the meaning of this Act, the processing of data related to deceased persons shall be governed by the statutory provision on the processing of personal data.
- (4) The rights of a deceased person in terms of data processing may be exercised by the heir or by the person named as the beneficiary in the insurance contract.

### **Common provisions relating to insurance secrets and trade secrets**

#### **Insurance Act Section 147**

- (1) In the event of dissolution of an insurer or reinsurer without succession, the business documents managed by the insurer or reinsurer and the documents containing trade secrets may be used for archival research conducted after sixty years of their origin.
- (2) Any information that is declared by the Info Act to be information of public interest or public information, and as such is rendered subject to disclosure may not be withheld on the grounds of being treated as a trade secret or insurance secret.
- (3) Other issues relating to insurance secrets and trade secrets shall be governed by the relevant provisions of the Civil Code.

#### **Insurance Act Section 147/A.**

- (1) The insurer shall be given access to the data received in accordance with Section 164/B of the CIFE Act to the extent necessary for the provision of services within its sphere of activity, and shall be allowed to process such data during the time period for setting up and during the existence of the client relationship, provided that data transfer had not been restricted or prohibited by the client as provided for in Paragraph (2).
- (2) The client of an insurer controlled in accordance with the CIFE Act by a credit institution shall be entitled to restrict or prohibit data transfer under Section 164/B (2) of the CIFE Act by means of an explicit statement.
- (3) Before entering into a contract with the client, the insurer controlled in accordance with the CIFE Act by a credit institution shall inform the customer– by means which can be proved – about the possibility of data sharing in accordance with Section 164/B of the CIFE Act. To that end, the client shall be clearly advised in writing of his right to restrict or prohibit the possibility of processing his personal data under this Section at any time.

### **Data disclosures made for the purpose of protection of risk groups**

#### **Insurance Act Section 149**

- (1) The insurer (hereinafter: requesting insurer) may, in the course of fulfilling its statutory obligations or those undertaken in the contract, in order to fulfil its obligations in accordance with the applicable statutory regulations and the provisions of the contract, in order to protect the interests of the members of the risk pool, submit a request to another insurer (hereinafter: requestee insurer) for data – managed by the latter in accordance with the provisions of law and defined in paragraphs (3)–(6) and in view of the characteristics of the insurance product, provided the requesting insurer’s authorisation to do so is specified in the insurance contract.
- (2) The requested insurer shall make available to the requesting insurer the data requested in due compliance with the law, inside the time limit specified in the request, or failing this, within fifteen days from the date of receipt of the request.
- (3) The requesting insurer may request the following data in connection with the performance of contracts under the branches referred to in Points 1 and 2 of Part A) of Annex 1, and also in Annex 2 of the Insurance Act:
  - a) the identification data of the policyholder, the insured and the beneficiary;
  - b) information relating to the state of health at the time of recording of the insured in connection with the risk covered;
  - c) information concerning the insurance history of the persons referred to in Paragraph a), listing previous settlements under the branch to which this paragraph pertains;
  - d) information relating to the assessment of risk in connection with any policy provided by the requested insurer; and
  - e) information for verifying the legal grounds for a settlement to be paid in connection with any policy provided by the requested insurer.
- (4) The requesting insurer may request the following data in connection with the performance of contracts under the branches referred to in Points 3–9 and 14–18 of Part A) of Annex 1 of the Insurance Act:
  - a) the identification data of the policyholder, the insured, the beneficiary and the injured party;



- b) information for the identification of property and assets, claims or rights insured;
  - c) information concerning previous settlements relating to the property and assets, claims or rights referred to in Paragraph b);
  - d) information relating to the assessment of risk in connection with any policy provided by the requested insurer; and
  - e) information for verifying the legal grounds for a settlement to be paid in connection with any policy provided by the requested insurer.
- (5) The requesting insurer may request the following data in connection with the performance of contracts under the branches referred to in Points 10–13 of Part A) of Annex 1 of the Insurance Act:
- a) subject to the injured party’s prior consent, the identification data of the injured party;
  - b) the identification data of the policyholder, the insured, the beneficiary, and the data referred to in Paragraphs (4) b)-e);
  - c) subject to the injured party’s prior consent, information relating to the state of health at the time of recording of any person seeking settlement for personal injury or restitution for any violation of personality rights, in connection with the risk covered;
  - d) information, with all personal data removed, concerning the insurance history related to the damaged property or asset, listing previous settlements under the branch to which this Paragraph pertains;
  - e) subject to the injured party’s prior consent, information concerning the insurance history of the persons seeking settlement for personal injury or restitution for any violation of rights relating to personality, listing previous settlements under the branch to which this Paragraph pertains.
- (6) The request made according to Paragraph (1) shall contain the information necessary for the identification of the person, property or right defined therein, it shall specify the type of data requested and the purpose of the request. Making a request and complying with one shall not be construed a breach of insurance secret. The responsibility for ascertaining that the request is legitimate as provided for under Paragraph (1) lies with the requesting insurer.
- (7) The requesting insurer shall be allowed to process data obtained through the request for a period of ninety days from the date of receipt.
- (8) If the data obtained by the requesting insurer through the request is necessary for the enforcement of that insurer’s lawful interest, the time limit specified in Subsection (7) for data processing shall be extended until the conclusion of the procedure opened for the enforcement of such claim.
- (9) If the data obtained by the requesting insurer through the request for the enforcement of that insurer’s lawful interest, and the procedure for the enforcement of such claim is not opened inside a period of one year after the data is received, such data may be processed for a period of one year from the date of receipt.
- (10) The requesting insurer shall inform the client affected by the request concerning the request made according to Paragraph (1) and also if the request is satisfied, on the data to which it pertains, at least once during the period of insurance cover.
- (11) If the client asks for information regarding his data in accordance with the Info Act and the requesting insurer no longer has – having regard to Paragraphs (7)–(9) – the data to which the request pertains, the client shall be informed thereof.
- (12) The requesting insurer shall not be allowed to connect the data obtained through the request relating to an interest insured, with data it has obtained or processed, for purposes other than those provided for in Paragraph (1).
- (13) The requested insurer shall be responsible for the correctness and relevance of the data indicated in the request.

## **XVII. INFORMATION CONCERNING THE MANAGEMENT OF PERSONAL DATA**

For the purposes of this chapter and the data protection regulations, the Policyholder, the Insured, the beneficiary and anybody who can lawfully claim the insurance service shall be considered the client of the Insurer.

Insurer’s name:	Aegon Magyarország Általános Biztosító Zrt.
Type of company:	private limited company
Registered office and address:	1091 Budapest, Üllői út 1.
Country of the registered seat:	Hungary
Supervisory Authority:	National Bank of Hungary (Szabadság tér 8–9, H–1054 Budapest, Hungary) pursuant to the provisions of Act CXXXIX of 2013 (MNB Act).
Annual report:	the Insurer must publish annual reports on its liquidity and financial position. The mandatory content of the report on 2016 will be accessible first in 2017 on the Insurer’s website at ( <a href="http://www.aegon.hu">www.aegon.hu</a> ).
NAIH data processing ID:	55534/2012–55547/2012; 55837/2012–55847/2012



## Complaint handling

Clients are entitled to communicate their complaints on the insurer's conduct, actions or omissions verbally (personally, on the phone) or in writing (by way of a document delivered personally or by another person, by mail, telefax, or electronic letter). The Insurer's "Complaint management policy" is accessible and can be viewed at the Insurer's customer service offices and on its website at: <https://www.aegon.hu/elerhetosegek/panaszkezelesi-szabalyzat.html>

### Verbal complaints:

- a) personally: at all offices open to clients (Customer Service Offices, Sales points), at their opening hours. The addresses and opening hours of offices are available on the website at <https://www.aegon.hu/elerhetosegek/kiemelt-ugyfelszolgalati-irodak.html>
- b) by phone: (+36) 1-477-4800 (8.00–20.00 on Mondays, 8.00–18.00 on other working days)

### Written complaints:

- a) by way of a document delivered personally or by another person at an office open to clients
- b) by post: Central Complaints Office, P.O. Box: 245, H-1813 Budapest, Hungary.
- c) by fax: (+36) 1-476-5791.
- d) electronically: on the online complaint form available on the website at [www.aegon.hu](http://www.aegon.hu) or sent by e-mail to [panasz@aegon.hu](mailto:panasz@aegon.hu). For security reasons, our Company provides only general information by e-mail, the relevant response to complaints are sent by post.
- e) in cases concerning data processing (by e-mail): [adatvedelem@aegon.hu](mailto:adatvedelem@aegon.hu)

In the event that the complaint is rejected, partly or entirely, or the 30-day legal deadline for investigating a claim passes with no effect, clients deemed as consumers<sup>2</sup> may apply to the following forums for legal remedy.

## Forums for legal remedy

- 1) In the case of a legal dispute relating to the execution, validity, legal effects and termination of the insurance relationship or breach of contract and its legal effects, proceedings before the arbitration board may be instituted, or the case may be brought to court according to the rules of civil procedure.

### Financial Arbitration Board:

Registered office: Magyar Nemzeti Bank, Krisztina krt. 39, H-1013 Budapest, Hungary.

Postal address: Magyar Nemzeti Bank, P.O. Box: 172, H-1525 Budapest, Hungary.

Phone: (+36) 80-203-776

E-mail address: [ugyfelszolgalat@mnb.hu](mailto:ugyfelszolgalat@mnb.hu)

For more information please visit [www.felugyelet.mnb.hu/pbt](http://www.felugyelet.mnb.hu/pbt).

Aegon Magyarország Zrt. has not supplied a general statement of submission before the Board.

**Court:** Court of competent jurisdiction for the case ([www.birosag.hu](http://www.birosag.hu))

- 2) A consumer protection review procedure may be initiated in case of any (implied) violation of the consumer protection regulations set out in Act CXXXIX of 2013 MNB on the service provider's conduct, actions or omissions.

### Consumer protection procedure:

Magyar Nemzeti Bank

Registered office: Krisztina krt. 39, H-1013 Budapest, Hungary.

Postal address: Magyar Nemzeti Bank, P.O. Box: 777, H-1534 Budapest BKKP, Hungary.

Phone: (+36) 80-203-776

E-mail address: [ugyfelszolgalat@mnb.hu](mailto:ugyfelszolgalat@mnb.hu)

For more information please visit [www.felugyelet.mnb.hu/pbt](http://www.felugyelet.mnb.hu/pbt).

Clients deemed as consumers may request a "Petition" document to be sent, serving as a basis for instituting a procedure at the Financial Arbitration Board/Financial Consumer Protection Centre.

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2. Consumer means any natural person who is acting for purposes which are outside his independent profession or economic activity.

Way of submitting a request:

By phone: (+36) 1-477-4800

By mail: P.O. Box: 22, H-9401 Sopron, Hungary

By e-mail: [panasz@aegon.hu](mailto:panasz@aegon.hu)

The form is required to be sent in a manner possible to be evidenced, free of charge, by e-mail or by post – as requested by the client.

The insurer makes such forms available on its website at [www.aegon.hu](http://www.aegon.hu) and at its offices open for customer service.

**Clients who do not qualify as consumers**

After submitting a complaint to the insurer, clients not deemed as consumers may seek legal remedy at the court of competent jurisdiction ([www.birosag.hu](http://www.birosag.hu)).

Effective date: 01.03.2018

**SERVICE TABLE OF MAIN INSURANCE AND RIDERS**

CIB Travel Protection	Bank Card issued to private individuals		Business	
	Standard package	Gold package	Business package	
Bank card types	CIB Visa Inspire Electronic Bank Card CIB Visa Inspire Embossed Bank Card CIB Visa internet Card CIB Café Credit Card	CIB Mastercard Gold Bank Card CIB Mastercard Gold Credit Card	CIB Visa Kompakt Business Bank Card	CIB Visa Business Business Bank Card
Mode of connecting to the Main Insurance	Voluntary	Automatic	Voluntary	Automatic
Optional Family rider (available / not available)	available	available	not available	
Optional Passenger car assistance rider (available / not available)	available	not available	not available	
<b>BENEFITS UNDER THE MAIN INSURANCE AND FAMILY INSURANCE RIDER</b>				
<b>MEDICAL COSTS, TRAVEL ASSISTANCE</b>				
Permanent telephone assistance service, medical assistance by telephone in Hungarian	0–24 h	0–24 h	0–24 h	
In the case of an accident or illness organisation of emergency medical care and reimbursement of costs incurred abroad,	HUF 10,000,000	HUF 25,000,000	HUF 15,000,000	
Emergency dental treatment	HUF 150,000	HUF 150,000	HUF 150,000	
Mountain and helicopter rescue and search	HUF 1,000,000	HUF 3,000,000	HUF 2,000,000	
Organisation of justified transport of sick or injured person back home, reimbursement of its costs	HUF 22,000,000	HUF 30,000,000	HUF 27,000,000	
Organisation of stay abroad as necessitated by illness or accident, reimbursement of its costs, for up to a maximum of 15 days	HUF 100,000	HUF 200,000	HUF 150,000	
Daily hospital cost reimbursement (for not more than 15 days, if hospital treatment was not provided to the debit of this insurance)	—	10,000 HUF/day	5,000 HUF/day	
Commissioning of driver to drive passenger car back home	HUF 50,000	HUF 100,000	HUF 70,000	
Transporting the family home	HUF 100,000	HUF 300,000	HUF 200,000	
Visiting of the sick or injured (1 person)	HUF 100,000	HUF 200,000	HUF 150,000	
Travel home before scheduled date	HUF 50,000	HUF 100,000	HUF 70,000	
Organisation of transportation of the corpse home, reimbursement of its costs	Actual costs	Actual costs	Actual costs	
<b>CONVENIENCE SERVICES</b>				
Replacement of documents	HUF 20,000	HUF 20,000	HUF 20,000	
Interpretation assistance	HUF 15,000	HUF 20,000	HUF 15,000	
<b>LUGGAGE RELATED SERVICES</b>				
Damage to luggage	HUF 250,000	HUF 350,000	HUF 300,000	
Limit per object	HUF 50,000	HUF 100,000	HUF 100,000	
Limit per object for technical articles	—	HUF 70,000	HUF 50,000	
Luggage delay over 6 hours	HUF 50,000	HUF 50,000	HUF 50,000	
Luggage delay over 12 hours	HUF 50,000	HUF 100,000	HUF 70,000	
In the case of flight/journey delay	HUF 100,000	HUF 100,000	HUF 100,000	
Beach theft	—	HUF 10,000	—	
Suitcase repair cost	—	HUF 15,000	HUF 10,000	
<b>LEGAL AID, LIABILITY INSURANCE</b>				
Reimbursement of costs of legal assistance services (lawyer's cost, duty, procedure cost)	HUF 1,000,000	HUF 4,000,000	HUF 3,000,000	
Advancement of bail	HUF 1,000,000	HUF 3,000,000	HUF 1,000,000	
Hotel liability insurance	—	HUF 100,000	HUF 50,000	
Liability insurance	HUF 1,000,000	HUF 4,000,000	HUF 3,000,000	
Unlawful debit on the bank card	HUF 100,000/event, max. HUF 400,000/year	HUF 100,000/event, max. HUF 400,000/year	HUF 100,000/event, max. HUF 400,000/year	
<b>ACCIDENT INSURANCE</b>				
Payment of the insurance compensation upon death by accident	HUF 3,000,000	HUF 8,000,000	HUF 4,000,000	
Payment of the insurance compensation for death in an aviation disaster, in addition to the insurance compensation for death in accident	HUF 1,000,000	HUF 3,000,000	HUF 2,000,000	
Amount of insurance compensation permanent health impairment out of accident	HUF 4,000,000	HUF 8,000,000	HUF 6,000,000	

<b>PASSENGER CAR ASSISTANCE RIDER benefits (for the passenger car the registration number of which is stated on the joining declaration)</b>	
Emergency on-site repair of passenger car	HUF 100,000
Transportation and repair of passenger car to nearest repair shop	HUF 100,000
Transportation home of a passenger car	HUF 100,000
Storage of a passenger car	3 days, up to HUF 100,000
Reimbursement of the cost of accommodation during the repair the passenger car or motorcycle	3 days, up to HUF 100,000