



General contractual terms and conditions of the insurance contract covering incapacity to travel

CUSTOMER INFORMATION

Dear Partner,

Let us briefly inform you about the results of our company, name and seat of our supervisory authority, and about the most important rules of data protection and data management that are relative to your contract, too.

UNIQA Insurance Co. Ltd. is one of the largest actors on the Hungarian insurance market. With its history of over two decades and premium income increasing year by year, our insurance company is ranked on the 5th and 6th place.

Seat of our company:

1134 Budapest, Róbert Károly krt. 70–74., tel: 36 1 5445 555

Ownership structure:

UNIQA International Beteiligungs- Verwaltungs GmbH, Vienna	99.92%
UNIQA International AG, Vienna	0.08%

Supervisory authority of UNIQA Insurance Co. Ltd.:

Hungarian National Bank

Seat: 1054 Budapest, Szabadság tér 8-9.

Place of business: 1013 Budapest, Krisztina krt. 39.
(1534 Budapest, BKKP pf:77)

Contacts of the Insurer:

UNIQA agents: <http://www.uniqa.hu/irodakereso>

Call center: business hours: from Monday- Wednesday: 8 a.m.-17 p.m.,
on Thursday: 8 a.m.-20 p.m., on Friday: 8 a.m.-16 p.m.

Telephone numbers: +36 1/20/30/70 5445 555 or email address:
info@uniqa.hu

Reporting complaints, complaint management:

Should you have any complaint in connection with the performance of UNIQA Insurance Co. Ltd you may submit your complaint either personally, or by phone, or in writing (in email), in a fax or sending us a letter in the manner as stipulated in 14. of the General terms and conditions. If provisions of Act no. CXXXIX of 2013 on the Hungarian National Bank prevail, you may turn with your complaints to the **Financial Mediation Body** (hereinafter: PBT) [H-1525 Budapest BKKP Pf.: 172, or to the **Hungarian National Bank** (1534 Budapest, BKKP Pf. 777) or in accordance with the civil procedure you may seek legal remedy at the **court**. Further information concerning our complaint management procedure you will in the customer service office of the head office of our company (address: 1134 Budapest, Róbert Károly krt. 70-74), or you can find on our website: www.uniqa.hu under the complaint management rules.

Features of the insurance contract

The Terms and conditions of the insurance contract covering incapacity to travel cover those cases when for an unexpected and unforeseeable cause the journey of the Insured would fail in consequence of insurance events detailed in point 4.

The **Policyholder** under the insurance contract can be a natural person aged at least 18, with legal capacity, or a legal person; the **Insured** under the contract can exclusively be a natural person under the age of 80.

The liability of the insurer will attach when the insurance premium was paid. Information and rules related to the payment of insurance premium can be found in point 2.3 of the Terms and conditions.

The insurance may be terminated by the expiry of the time scope of the contract or by the occurrence of an insurance event.

The obligations of the Insured, the reporting of an insurance event, its method and deadline is detailed in point 8 of the Terms and conditions.

Any claim stemming from the insurance contract will lapse after 2 years counted from the occurrence of the insurance event.

Before signing the insurance proposal, please consider the following:

- Insurance contract to be concluded, rights and obligations of the contracting parties are governed by the terms and conditions of the insurance contract and its enclosures!
- Please study the above carefully and sign your proposal only afterwards!
- Legal declarations are valid only in writing; a declaration made by the policyholder (insured) could be valid only if any of the Insurer's organisational units becomes aware of it.

Thank you for honouring our company with your trust.

1. GENERAL PROVISIONS

1.1 These present general contractual terms and conditions (hereinafter insurance terms and conditions) form part of the insurance against incapacity to travel, provided that the insurance contract has been concluded with reference to these present insurance terms and conditions.

Any issues not regulated in the insurance terms and conditions are governed by the Civil Code and the Hungarian legal rules in force. Insurance contract enters into force by a written agreement.

2. CONCLUSION AND SCOPE OF THE INSURANCE CONTRACT

2.1 **Supplementary insurance against "Cancellation of journey" covers the cancellation of a journey before starting such journey, and can be concluded at least 15 days prior to the travel insurance period and will be valid until the first day of the journey** (i.e. the travel insurance period may start as of the 16th day from the conclusion of the contract)

In that case when the duration remaining until the starting date of the journey would be less than 15 days, the only valid reason for cancellation that is acceptable for the Insurer would be an accident incurred by the Insured registering for the journey (which necessitates continuous inpatient treatment that holds on the starting day of the planned journey), all other events will be excluded thus other events will not result in benefits payable by the Insurer under the Insurance Terms and Conditions.

2.2 **The insurance contract enters into force on the day when the relevant proposal has been received by the insurer or its representative.**

2.3 **A condition of the validity of an insurance contract concluded is that the insurance premium is paid in a certifiable manner, concurrently with the signing of the proposal. The time when the contract enters into force shall be 0:00 hour of the day following the day when the insurance premium was settled, and the insurance period will end at the time when the utilisation of the service indicated in the travel contract (hereinafter the journey) has been started. In the case when there is a difference between the day of the contract conclusion and day when the contract enters into force, the insurer will be entitled to investigate the date when the events detailed in point 4 occurred and refuse the delivery of the benefit under point 5.**

3. PARTIES TO THE INSURANCE CONTRACT

3.1 *Insurer:* UNIQA Insurance Co Ltd. (1134 Budapest, Róbert Károly krt. 70–74)

- 3.2 *Policyholder*: any natural person aged at least 18, with legal capacity, or a legal person or a business association without legal personality that pays the premium and affixes his/her/their signature to the enclosure of the travel contract certifying the conclusion of the insurance contract or to the insurance policy.
- 3.3 *Insured*: a natural person who is indicated by the travel contract as the participant in the journey.
- 3.4 The beneficiary will be entitled for the insurance benefit. If the policyholder and the insured has designated a beneficiary by his/her name, then the beneficiary designated by his/her name will be entitled for the insurance benefit. If no beneficiary has been designated by his/her name, the insured or in the case of his/her death his/her heir will be entitled for the insurance benefit.

4. INSURANCE EVENT

- 4.1 Insurance event shall mean that the insured would become incapable to travel during the duration of the insurance contract, in consequence of reasons specified in the contract.
- 4.2 An insured will from the aspect of insurance **qualify as incapable to travel** if he/she is unable to start a planned journey – which is the subject matter of the insurance contract – for any of the reasons mentioned hereunder:
- unprecedented sudden illness, accident or death of the insured,
 - unprecedented sudden illness, accident or death of a close relative of the insured (spouse or registered partner, child, parent, grandparent, sibling) which inevitably necessitates the presence of the insured in Hungary,
 - if a travel contract, travel insurance contract were concluded for two persons including the Insured (provided that these two persons could on the basis of the travel contract unambiguously be identified): the unprecedented illness, accident or death of the other person,
 - due to any loss of or damage to the property of the insured, caused by fire, elementary peril or a criminal act of third party, the presence of the insured in Hungary is inevitably necessitated.
 - all of the personal identification documents and other deeds of the Insured necessary for travelling have been unlawfully appropriated, and the competent bodies (police department) issued a protocol in the matter, and the replacement of the same until the starting of the journey is impossible even in the frames of an accelerated proceeding. Documents involved in the insurance event:
 - passport and/or personal identification card,
 - driver license – provided that its existence is a condition necessary for utilising the travel service, and a motor assistance supplementary insurance has been concluded.
 - pregnancy of the Insured if it has been stated after the attachment of the Insurer's liability, and according to the written opinion of the specialist physician the journey is contra-indicated from the medical aspect. If the fact of such pregnancy has already at the time of the attachment of the Insurer's liability been known, then only those sudden pregnancy complications would qualify as insurance events due to which according to the written opinion of the specialist physician the journey is contra-indicated from the medical aspect.
 - during the insurance period the Traveller would unexpectedly be summoned in writing by an authority or court for being questioned as a witness and therefore his/her appearance at the competent authority or court would be due during the duration of the journey and the authority or court would not accept the journey as a reason for omission.
- 4.3 It shall not qualify as incapacity to travel, if the traveller is burdened with the obligation to pay liquidated damages because he/she cancelled the journey due to weather conditions or natural catastrophes, or does not appear at the journey without tendering cancellation.

5. INSURANCE BENEFITS

- 5.1 The Insurer will reimburse the insured for those travel and accommodation costs that following the cancellation of a journey due to incapacity to travel would not be reimbursed to the insured.
- 5.2 The insurance benefit will be at most the appropriate percentage of the maximum sum insured (5.5/a) specified in the insurance contract (a percentage rate that on the basis of a travel or other contract shows the proportion borne by the payable liquidated

damages to the whole travel or other fee), reduced by the amount of deductible burdened on the beneficiary (5.5/b).

- 5.3 From the aspect of the insurance benefit, the duration between the commencement of the travelling incapacity and the planned time of the starting of the journey will be of governing force.
- 5.4 The insurer will deem the day when the journey was cancelled but latest the 2nd day following the day when the reason of the travelling incapacity has become known, as the commencement of the travelling incapacity.
- 5.5 From the aspect of the insurance benefit the following benefit regulation will be of governing force:
- a) maximum sum insured per insured persons: HUF 500,000
 - b) deductible to be borne by the beneficiary: 20%, but at least HUF 10,000 (which will be reduced from the amount reimbursable by the insurer)

6. RESTRICTION OF THE NUMBER OF INSURANCE CONTRACTS COVERING INCAPACITY TO TRAVEL

- 6.1 Only one insurance contract against travelling incapacity may be concluded with the Insurer for the given period.

7. DETERMINATION OF THE INSURANCE PREMIUM

The insurance premium is the consideration in exchange for the risk assumed by the insurer.

8. OBLIGATIONS OF THE INSURED

- 8.1 The insured shall be obliged to report to the Insurer in writing the fact of travelling incapacity and cancel his/her journey by way of completing the *journey cancellation loss report* immediately upon gaining knowledge but latest within 2 calendar days, and will be obliged to enclose documents necessary for certifying the legal ground of the claim for insurance benefit.
- 8.2 The insured will be obliged to inform the insurer on each fact that is related to the insurance event, and give all information necessary for the clarification of the legal ground.
- 8.3 The insured shall be obliged to prevent or mitigate the losses as much as possible and if necessary to follow the Insurer's instructions in the matter.
- 8.4 The insured will be obliged to permit the Insurer all such examination, data collection – without the violation of his/her privacy rights – that are necessary for the determination of the legal ground of the claim for the insurance benefit and its amount.

9. PAYMENT OF THE INSURANCE BENEFIT

- 9.1 Within 15 days from the submission of the documents specified in point 9.2, the insurer will evaluate the claim for insurance benefit and will notify the beneficiary in writing.
- 9.2 Documents necessary for the evaluation of the claim for insurance benefit are as follows:
- „Identification tag on the conclusion of the insurance against cancellation of journey” or an insurance policy,
 - loss reporting form,
 - reconfirmation of the reservation of journey, accommodation,
 - invoice or certificate of receipt regarding the costs of cancellation,
 - travel contract,
 - invoice certifying the payment of advance, and/or travel fee and the insurance premium,
 - certificate issued by the family doctor, specialist physician or the hospital, which contains the following data:
 - examinations completed, diagnosis, recommended treatment,
 - in the case of chronic illness: differences between the new symptoms and the former status of the patient,
 - expected time when the improvement in the patient's status will from the medical aspect enable his/her participation in the journey, as predictable at the time of the medical examination,
 - number in the medical log, or in the case of electronic data processing: print out of the data related the treatment,
 - date, seal number of the physician and description of the workplace identifier
 - death certificate,
 - grant of probate

- certificate from the police department, fire department or insurer
- summon to the court and a certificate on the refusal of the journey as a reason for omission.

10. PAYMENT OF THE INSURANCE BENEFIT TO A THIRD PARTY

If in respect of an insurance event, the insured may make a lawful claim for compensation against a third party regarding costs that have already been reimbursed by the Insurer, the insured shall be obliged to notify the Insurer, and to cede such compensation to the Insurer up to the amount reimbursed, furthermore the insured shall be obliged to cooperate with the Insurer in order that the Insurer could enforce these rights. If the Insured could enforce claims for compensation discussed in this present point but abandoned such rights without the Insurer's consent, the Insurer's indemnification obligation will be reduced by such amount that could have been reimbursed out of the insurance benefits paid under the insurance contract following the enforcement of claim for insurance benefit.

11. WAIVER OF THE INSURER

11.1 The Insurer will be waived from its indemnification obligation if:

- the insured failed to comply with his/her data delivery obligation,
- the insurance event is a consequence of an event or circumstance that has existed already prior to the attachment of the Insurer's liability,
- insurance events were reported late due to actual fault on the part of the insured, incompletely; essential documents were missing, and the insurer's request for the submission of missing documents was not met and therefore substantial circumstances became undiscoverable,
- the journey was cancelled due to an illness or symptom that has existed already prior to the date of registering for the journey,
- the journey was cancelled due to a reason that should have been contemplated by an insured acting with generally expectable prudence at the time of signing the travel contract (e.g. scheduled surgical operation, etc.),
- the journey was cancelled due to pregnancy or its usual symptoms, except for ectopic pregnancy
- the insurance event is in causal relation with events that at the time of the conclusion of the insurance contract could be foreseen or that were caused by the deliberate or grossly negligent behaviour of the Insured,
- the insurance event is in causal relation with competitive sport activities or events happening during training,
- the travel insurance supplemented with cancellation of journey coverage would have been concluded less than 15 calendar days prior to the start of the journey.

11.2 The insurer will be exempted from the payment of that part of the costs incurred in consequence of an insurance event that are recovered in some other manner.

12. EXCLUSIONS

12.1 The insurer will not pay indemnification if the underlying reason of the insurance event was the following:

- events that are direct or indirect consequences of radiation that according to the legal rules qualifies as ionising, or nuclear energy,
- events that occurred in direct relation with actions of war or civil war, military action, terrorist action, disturbance, riot, insurrection, demonstration.

13. LAPSE

Any claim stemming from the insurance contract will lapse after 2 years counted from the occurrence of the insurance event.

14. COMPLAINT PROCEDURE

Clients having any complaint in connection with the performance, activity or due to a failure of UNIQA Insurance Co. Ltd may submit their complaint either **verbally** (personally or by phone), or **in writing** (as

a document handed over in person or through their representative, sent by post, fax, or in email) in the following manner:

- in person, verbally or in writing** in the central customer service of our company, during the official business hours or through his/her representative (1134 Budapest, Róbert Károly krt. 70-74),
- electronically**, sending an email to the following email address: (panasziroda@uniqa.hu),
- by phone**, calling any of the following Call centre numbers of the Insurer: +36+1/20/30/70/544-5555),
- by fax** (sending it to the following fax numbers: +36-1-238-6060),
- in a letter**, sending it to the following postal address: 1134 Budapest, Róbert Károly krt. 70-74.)

In your claim please always indicate "Complaint management department". **Further information concerning our complaint management procedure you will find on our website: www.uniqa.hu and also in our customer services offices working in our branch offices, listed in the corporate register of our company.**

In case the claim stipulated in the complaint has been refused by the Insurer in respect of the conclusion, validity, legal effects, violation or termination of an insurance contract, the client may seek legal remedy:

- at the Financial Mediation Body** (hereinafter: PBT),
seat: 1054 Budapest, Szabadsástér 9., mailing address: [H-1525 Budapest BKKP Pf.: 172, telephone: +36 (1) 80203-776, website: www.mnb.hu/bekeltes, email address: ugyfelszolgalat@mnb.hu, or
- at the court of law** vested with scope of authority and competence in the matter in accordance with the provisions of the Code of civil procedures.

If in the complaint refused by the Insurer the client complained about the violation of the consumer protection provisions of Act CXXXIX of 2013 on the Hungarian National Bank (hereinafter: MNB tv.), the Client may initiate consumer protection proceedings at MNB (seat:1054 Budapest, Szabadsástér 9, mailing address:1534, Budapest BKKP Pf. 777, telephone:0680203776, website: www.mnb.hu/fogyasztovedelem, email address: ugyfelszolgalat@mnb.hu).

Condition necessary for starting a PBT or an MNB proceeding is that according to the interpretation of MNB, the client qualifies as a consumer, furthermore that the Client already prior to obtaining legal remedy has attempted to settle the debate directly with the insurer.

For the purpose of the MNB Act **consumer** shall mean a natural person acting in the interest of aims outside the scope of his job and economic activity. From the aspect of complaint management, a business association, a cooperative, a condominium, a lawyer office or any other organisation with legal personality or an insurance mediator or any person employed by or acting on behalf of an insurance mediator or an insurer **do not qualify as consumer. If under the provisions of the MNB Act a Client does not qualify as a consumer, civil lawsuit can be started against the insurer's refusal at the competent court.**

The insurer is supervised by:

Magyar Nemzeti Bank (National Bank of Hungary)

Seat: 1054 Budapest, Szabadság tér 9

Customer service: 1013 Budapest, Krisztina krt. 39

Mailing address: Magyar Nemzeti Bank, 1850 Budapest

Website: www.mnb.hu

E-mail: ugyfelszolgalat@mnb.hu

Help desk: 36-80-203-776

Online platform for resolving debates:

If the Client has a place of stay within the European Union and under Article 4 paragraph (1) point a) of Regulation 524/2013/EU (hereinafter the Regulation) qualifies as a consumer, in the case of an insurance contract concluded with an insurer **via electronic means**, the settlement of any financial consumer legal debate related to the same could be **initiated** in addition to court proceeding, by way of involving a **Financial Mediation Body** via the online debate resolution platform established by the European Commission (<http://ec.europa.eu/odr>).

The online debate resolution platform is an interactive website for the execution of **online debate resolution proceeding** which is available digitally and for free on all official languages of the Union, in Hungarian, too. User instructions related to the operation of the website can be found at <https://webgate.ec.europa.eu/odr/userguide/>.

The scope of the Regulation is directly extended to financial service providers that have their seat in Hungary in case a financial consumer debate would emerge between the service provider and a consumer regarding an **online service contract** made between them.

Under the Act **consumer** shall mean "a natural person acting in the interest of aims outside the scope of his job and economic activity".

In Hungary the Financial Mediation Body (H-1525 Budapest, Pf.172, telephone: +36-80-203-776, e-mail: ugyfelszolgalat@mnf.hu, website: www.mnf.hu/bekeltetes), a technically independent body run by the National Bank of Hungary, is **entitled to settle financial consumer debates**.

For the purposes of settling consumer debates online you have to indicate on the online consumer debate resolution platform the following email address of UNIQA Insurance Co Ltd.:

onlinevitarendezes@uniqa.hu

15. DATA PROTECTION, INSURANCE SECRET

1. The Insurer handles data in connection with the present contract based on the consent given by the client, in accordance with the provisions stipulated in § 135 and 136 of the Act LXXXVIII of 2014 on the Insurers and insurance activities (hereinafter Bit). The Insurer may manage those insurance secrets of its clients, having obtained in connection with the insurance contract, its conclusion and recording as well as the insurance benefits, personal and business related data, in line with the provisions as stated by the law. The client gives his/her special consent that the Insurer handles data relating to his/her health status, obtained by the Insurer in connection with the contract. The Insurer is obliged to handle data obtained in the course of its activity as insurance secret and burdened with secrecy obligation without time limitation. On behalf of the Insurer act as data processing units UNIQA Software service GmbH (A-1029 Wien, Untere Donau Strasse 21) and Europ Assistance Magyarország Kft., medical experts, commissioned by the Insurer and all persons performing outsourced activity for the data manager in connection with the insurance contract. These persons and institutions are entitled to obtain information on the data stipulated by the law. The client may request information from the data manager concerning the management of his/her data, also, he/she may request the correction of his/her data, and – outside the scope of obligatory data management – he/she may request the deletion or distraint of such data, and in the cases specified by the law, he/she may protest against the management of his/her data, furthermore, in the event of the violation of his/her rights, the client may contest the data manager at court. Legal proceedings can be taken to the court being competent in the particular case, but upon choice of the person concerned, proceedings can be initiated also at the court, competent in place of residence or whereabouts of the person.

2. Insurance secret shall mean all data – not qualifying as state secret – that are available for the Insurer, the Reinsurer, the reinsurance mediator or the insurance advisor, which refer to the personal circumstances, financial position or financial management of the individual clients of the Insurer, the Reinsurer, the reinsurance mediator or the insurance advisor or to the contract that the said clients concluded with the Insurer or the Reinsurer. All persons named under Point 102. (1) of § 4 of Bit are qualified as clients of the Insurer, so e.g. the Policyholder, the insured person, the beneficiary, the claimant, the person submitting the proposal to the Insurer and any other person being entitled to receive benefit from the Insurer.

3. The Insurer may handle personal data during the existence of the insurance or assignment legal relationships, as well as during the period when any claim could be enforced in respect of the insurance or assignment legal relationships.

The Insurer is obliged to delete all personal data related to its clients, former clients or uncompleted contracts, where the handling has lost its aim, or where the consent of the person concerned is not available, or where the handling has no legal ground..

4. Concerning insurance secrets the Insurer acts in accordance with the insurance Act (Bit). Insurance secret may be revealed for a third party only in that event if

- the client of the insurer, the insurance mediator, or his/her legal representative gave a written exemption in the matter, with accurate indication of the scope of insurance secrets that could be revealed,
- secrecy obligation is not requested by the Act.

5. Obligation to keep insurance secret does not hold and the Insurer can forward without violating the insurance secrecy in cases determined by the Act to the following organisations: the State Supervision of Financial Organisations acting in its scope of authority, the investigation authority and the attorney's office, the court, and experts, debt collectors commissioned by the court, the main creditor acting in a debt settlement procedure of natural persons, Bankruptcy Protection Services for families, family fiduciaries, the notary public acting in inheritance cases, experts commissioned by the notary public acting in inheritance cases, the tax authority, the national security services, the Office of Economic Competition, the guardianship office, health care authority, agencies authorised to apply secret service means for collecting information, provided that certain conditions specified in the relevant prevail, the Reinsurer, and in the case of joint underwriting (coinsurance): the participating Coinsurers, if an insurance contract portfolio would be handed over in the frames of portfolio transfer: the Insurer that takes the portfolio over, as regards data necessary for the performance of activities outsourced: the performer of such outsourced activity, auditor, in case of local branch offices of foreign companies of the Insurer, insurance mediator in the third country, the data protection commissioner, National Data protection and information Freedom authority, in the event when a Hungarian criminal investigation organisation or the National Police Department – acting within its scope of responsibility specified in the Act on prevention and hindrance of money laundering, or acting in order to comply with a request submitted in writing by a foreign criminal investigation agency or Foreign Financial Intelligence Unit based on international obligations – filed to the Insurer a written request for data qualifying as insurance secret, provided that such query contains the secrecy endorsement signed by the foreign inquirer.

The obligation to keep insurance secret must not be observed in the event when the insurer meets its reporting obligation stipulated in the act on the execution of measures ordered by the European Union concerning financial and monetary restrictions.

It is not considered as violation of the insurance secret and the business secret when in the course of an inspection proceeding in accordance with the Act on the Hungarian Financial Supervisory Authority, under consolidated supervision circumstances, the reports on the inspection of the group are handed over to the controlling member of the group. In cases determined in § 147 of Bit and after the period determined there documents containing insurance secret can be used for the purposes of archival researches. Obligation to keep insurance and business secret does not hold also in data delivery obligation cases, determined by the law on revealing data of public interest and public data of public interest.

6. By virtue of concluding this present contract, the Policyholder and the Insured person give their consent that their data could be forwarded to the (re)insurers in a third country or to any institutions being involved with the medical treatment in connection with the present contract.

7. In order to protect the interests of the risk community, while fulfilling its legal or contractual obligations to provide proper insurance services and in order to prevent corrupt practices in connection with the insurance contracts the Insurer may appeal to another insurer, or upon request of another insurer is obliged to provide the necessary information in time as asked by the requesting insurer, or for lack of a time limit, it is obliged to provide the requesting insurer with the necessary data within fifteen days. The request and its fulfilment are not considered as violation of the insurance secret. Only data stipulated by Bit can be requested and forwarded. The Insurer is entitled to handle data obtained as a result of a request up to the time as stipulated by the law. The requesting insurer has to inform the client on the request, the data obtained and the fulfilment of the request at least once during the insurance period and upon request of the client it has to inform him/her in accordance with the Act CXII of 2011 on right of self-determination and the information freedom.