

# Contractual terms and conditions for travel insurance GoPack, MultiPack

#### **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 compliant 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 12. 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 Contractual terms and conditions of Travel Insurance shall be applied to the contracts with defined period and premium paid per days, and to annual pass-type contracts concluded for undefined period. Travel insurances under the fantasy name **GoPack** provide cover against daily allowance, whereas the insurance products named **MultiPack** provide cover against annual subscription in a so called "package system" The liability of the Insurer shall cover the perils listed in the "package" selected – Standard, Optimum, Premium – as indicated in the proposal, and the losses stemming therefrom.

The risks covered by each "package" are stated in the Table of insurance benefits, and optional supplementary insurances can also be concluded. Definition of the insurance events and any additional exclusion beyond general exclusions are detailed in the contractual terms and conditions.

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 2.1 of the Terms and conditions. Insurance with premium per day may terminate at the expiry of the contract period; the annual pass may be terminated by way of cancellation for the anniversary date. Further cases of termination can be found in more detail in point 2.2 of the Terms and conditions.

Reporting insurance events, methods and deadlines are detailed in point 11.1 of the Terms and conditions.

Claims stemming from the insurance will lapse after 2 years. Lapse period should be counted from the due date of payment of insurance benefit.

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

These present terms and conditions should be applied to the assistance contracts of UNIQA Insurance Co Ltd. (seat: 1134 Budapest, Róbert Károly krt.70-74, hereinafter: the Insurer) as well as to insurances including assistance module, provided that such contracts were concluded with reference to these present terms and conditions. Any issues not regulated herein shall be governed by the provisions stipulated in the Civil Code of Hungary and the Hungarian legal rules in force. Insurance contracts are entered into force by written agreement.

**GoPack travel insurance**: insurance with a defined period, with daily premium

MultiPack travel insurance: an insurance concluded for indefinite period, annual pass-type contract

These present terms and conditions should equally be applied to the contracts for defined period with **daily premium**, and to **annual pass-type** contracts concluded for undefined period. In the case of those points of the terms and conditions where there are differences in the regulations regarding contracts with daily premium and annual pass contracts, such different rules will be defined separately.

#### 1.1 Parties to the insurance contract

#### 1.1.1 The policyholder

The policyholder can be a natural person aged at least 18, with legal capacity, or a legal person who/that submitted the proposal for the conclusion of the insurance contract, pays the insurance premium and is indicated in such capacity in the policy.

#### 1.1.2 Insured person(s)

1.1.2.1 In the case of insurances for defined period, with daily premium: The insured is a natural person aged under 80, named in such capacity in the insurance contract.

#### Insured persons may not be those persons:

- a) who reached the age of 80 at the time of the submission of the insurance proposal;
- b) perform physical work outside the territory of Hungary (hereinafter: abroad) without opting for the extension permitting the performance of physical work, or persons who for whatever reason stay permanently (for more than 365 days) abroad
- c) who under the foreign exchange act qualify as non-resident, if they do not possess coverage for the costs of medical treatment in Hungary as specified by the relevant legal rule (who do not have SIM card), or health insurance that would cover such costs.

Non-resident is a natural person for whom the competent Hungarian authorities did not issue valid personal identification card.

Foreigner is a natural person who is not Hungarian citizen. Under the Act on termination of foreign exchange restrictions, a foreign citizen can be resident or non-resident.

Resident foreign: immigrant, settled refugee who is in the possession of personal identification card issued by the Hungarian authorities, or an authoritative certificate in the matter.

Non-resident foreign (excluded from insurance): a natural person who does not have and cannot have valid personal identification card issued by the Hungarian authorities.

Insurance may not enter into force without the indication of the insured. The person of the insured may not be changed after the conclusion of the contract; the scope of insured persons may not be extended or changed.

#### 1.1.2.2 In the case of annual pass contracts:

Insured person(s) is/are natural person(s) under the age of 80 designated in such capacity in the insurance contract.

At least one insured should feature in the contract. Additional insureds can be:

- the spouse or partner of the insured person, and/or
- the children of the insured (including step and adopted children)

#### Insured persons may not be persons who:

- reached the age of 80 at the time of the submission of the insurance proposal;
- perform physical work outside the territory of Hungary (hereinafter: abroad) without opting for the extension permitting the performance of physical work:
- under the Foreign Exchange Act qualify as non-resident if they do not possess coverage for the costs of medical treatment in Hungary as specified by the relevant legal rule, or health insurance that would cover such costs;

Insurance may not enter into force without the indication of the insured. The person of the insured may not be changed after the conclusion of the contract; the scope of insured persons may not be extended or changed.

#### 1.1.2.3 Number of insured persons:

Insurance for defined period with daily premium:

Individual insurance: number of insured persons can be 1 to 10.

Group insurance: number of insured persons is at least 11.

Annual pass: number of insured persons can be 1 to 4.

#### 1.1.3 Provider of assistance services

The provider of assistance services shall be a legal person that is in contractual relationship with the insurer and represents the insurer as regards assistance services. Assistance services may be provided exclusively by the assistance service provider.

#### 1.1.4 Eligible recipient of the insurance benefits

The eligible recipient of the insurance benefit is the insured person named in the contract, or in the case of the death of the insured: his/her heir. The insurer will pay the amount of insurance benefits provided under the terms and conditions to the assistance service provider that issued the relevant invoices. An exception can be when the invoice has been settled with the approval of the assistance service provider; in such event the assistance service provider reimburses the person who settled the invoice for the costs, up to the limit specified in the contract.

#### 1.1.5 Time scope of the insurance contract

During the duration of the insurance – for the period of travelling abroad – one contract may be concluded with the Insurer per insured persons.

The insurance contract with daily premium has a defined duration: the insurance period can be at least 1 day and at most 365 days.

The **annual pass** insurance has an undefined duration and is extended automatically for another year on the anniversary day. Such contract may be cancelled in writing at least 30 days prior to the anniversary day. The notice of cancellation tendered by the Policyholder should be received by the Insurer until the end of the 30-day deadline, otherwise the contract will be extended by another year and the Policyholder's obligation to settle the insurance premium will hold without changes.

#### 2. THE INSURER'S LIABILITY

### 2.2 Time scope of insurance and rules concerning the termination of the insurer's liability

The liability of the insurer and concurrently the insurance contract will terminate:

In the case of contracts with daily premium:

- a) at the expiry of the duration of the insurance, at the time indicated in the proposal,
- b) when the insured died,
- c) when the policyholder would cancel the insurance with daily premium with immediate effect in writing prior to the commencement of the insurance period, or during the duration of the supplementary insurance against journey cancellation but prior to the commencement of the journey or the expiry of the insurance period; and the Insurer will refund the entire or a proportional part of the premium.

#### In the case of **annual pass** contracts:

- a) cancellation of the contract tendered by the policyholder or the insurer for the anniversary day latest on the 30th day prior to the anniversary day
- b) when the insured died,
- c) depending on the age of the insured(s), on the anniversary day:
  - if all of the insured persons named in the contract reach the age of 80 before the anniversary day, the Insurer is entitled to terminate the contract with effect of the anniversary day.
  - if the contract covers study tour for students, and all of the insured persons reach the age of 30 before the anniversary day, the Insurer is entitled to terminate the contract with effect of the anniversary day.
- d) following the non-payment of the due insurance premium, if such premium was not settled within 30 days from the due date, the policyholder was not granted postponement and the insurer did not enforce its premium claim in litigation.

#### 2.3 Insurance of sport activity, leisure activities

The liability of the Insurer coves among others non-competitive sport activities in the following disciplines:

- clay pigeon shooting, bowling, bungee jumping, rowing, floorball, fishing, golf, go-cart, roller boarding, roller skating, mountaineering (up to 3000 meters), helicopter rides (as passenger), hot air ballooning, archery, yoga, kayak-canoe, ball games, cricket, horse riding, shooting, paintball, table tennis, squash, safari, orienteering, tennis, camel riding, badminton, swimming
- bicycle riding (in due consideration of the territorial scope of insurance, in accordance with the traffic rules of the given country on designated bicycle lane or public road, non-competitive bicycle riding)
- sports associated with seaside holidays: beach volleyball, diving to max. 5 meters depth, (snorkelling or test dive, i.e. Introduction Dive, Discovery Dive), kite wing, kite-surf, windsurf.
- winter sports: leisure time winter skiing, including skiing or snowboarding on artificial snow, synthetic lane or under other artificially created circumstances, skating

#### 3. TERRITORIAL SCOPE OF THE INSURANCE CONTRACT

The territorial scope of the insurance contract with **daily premium** covers in addition to Hungary the territory of Europe, and can be extended worldwide by paying additional premium.

In the case of **annual pass** contracts, the territorial scope in all cases is worldwide.

- **3.1 Europe shall mean the following countries:** Albania, Andorra, Austria, Belgium, Bosnia-Herzegovina, Bulgaria, Czech Republic, Denmark, United Kingdom, Estonia, Belarus, Finland, France, Greece, Netherland, Croatia, Ireland, Iceland, Kosovo, Poland, Latvia, Liechtenstein, Lithuania, Luxemburg, Macedonia, Malta, Moldavia, Monaco, Montenegro, Germany, Norway, Italy, Portugal, Romania, San Marino, Spain (including the Canary islands), Switzerland, Sweden, Serbia, Slovakia, Slovenia, Ukraine, Vatican; furthermore the entire territory of the following countries: Cyprus, Egypt, Morocco, Turkey, Tunisia, Israel.
- **3.2** Outside the territory of Europe, and conditional upon the payment of additional premium, the insurer's liability is extended worldwide, i.e. to the territory of countries not mentioned among the exclusions. This rule is applicable to the territory of the Russian Federation.
- **3.3** The territorial scope of insurance is not extended to the territory of the Antarctica and to the territories of countries or regions that on the first day of the insurer's liability or on the day of the arrival in the country / region are included in the list of not recommended destination countries or regions, published by the Hungarian ministry responsible for foreign affairs.
- **3.4** In the case of Motor Assistance services, the territorial scope of the insurer's liability is extended to Hungary outside the 20-km radius area from the insured's place of residence and to the countries of Europe (see countries qualifying as Europe listed in point 3.1) **except**: Iceland, Greenland, Svalbard, Canary Islands, Madeira, Azores and Cyprus, Egypt, Morocco, Tunisia, Israel, Kosovo, Moldavia, Albania, Belarus. Asian area of Turkey.

#### 4. CONTRACT CONCLUSION RULES

**4.1** The insurance contract should in all cases be concluded prior to the starting of the journey, even on the day of the journey, provided that the premium has been paid to the Insurer (its representative) in a certifiable manner at the conclusion of the contract. In the case when the commencement of the insurance period read on the proposal would precede the date of payment of the insurance premium, the insurer will refuse the indemnification of losses occurring during the period in between the two dates.

#### 5. REPORTING OBLIGATION

At the contract conclusion the policyholder and the insured are obliged to furnish the insurer with all circumstances and data that are of relevance from the underwriting aspect, which they were or should be aware of, specifically as regards questions raised by the insurer in writing.

In the interest of protecting the insurance risk population, the insurer is entitled to verify the data revealed, as per the authorisation granted in this respect by the policyholder and the insured at the contract conclusion. In respect of his/her health status the insured exempts physicians, hospitals and other health care institutes, social insurance paying offices that have treated or would in the future treat him/her from their medical secrecy obligation, and exempts any other insurance companies from their insurance secrecy obligation. During the duration of insurance, the insured/policyholder is obliged to report to the insurer in writing any changes in any circumstance that is of significance from the underwriting aspect - not qualifying as insurance event - or in any data, with special regard to the data and circumstances indicated on the insurance proposal (residential address, name, etc.) within 5 workdays. If the contract covers several property items or persons, and the violation of the reporting or change reporting obligation could be stated in respect of only some of them, the Insurer may not claim the violation of the reporting or change reporting obligation in respect of the rest of the property items or persons. The reporting and change reporting obligation is burdened equally on the policyholder and the insured; none of them may make excuse of any circumstance or change that either of them failed to report to the insurer although had to be aware of and were obliged to report the same. If the reporting or change reporting obligation would be breached, the insurer's indemnification obligation will not prevail except if it is proven that at the contract conclusion the insurer was aware of the circumstance so concealed or not reported, or it did not interfere with the occurrence of the insurance event.

If the contract is concluded not by the insured, the obligation of making legal declarations will be burdened on the policyholder.

#### **6. INSURANCE BENEFITS**

Under this present contract, following the occurrence of an insurance event, the insurer undertakes that it shall with the intermediation of the assistance service provider organise and arrange for the provision of the assistance services and cover the expenses up to the sum insured specified in the contract, the table of insurance benefits. The Insurer undertakes to organise the delivery of services dependently upon the local infrastructure and supply circumstances and does not assume any responsibility for the incompleteness or delayed delivery of services stemming from local circumstances (e.g. quality of services).

The insurer undertakes its service provision obligation on each day of the year around the clock.

#### 6.1 Journey

This shall mean a journey outside the 20-km radius area from the insured's place of residence, outside the borders of Hungary with the utilisation of some mean of transportation, and including the journey back to the place of residence. Travelling between the permanent place of residence and the workplace does not qualify as a journey.

#### 6.2 Accident, illness

Accident shall mean a sudden external mechanical or chemical impact occurring outside the will of the insured during the duration of the insurance and within the territorial scope of insurance, which causes anatomical damage certified by specialist physician, which justifies acute and expedient medical intervention during the duration of the insurance, or in consequence of which the insured dies, incurs bodily injury or health impairment within one year. The following do not qualify as accident: poliomyelitis, tick-borne arachnoiditis and/or encephalitis, rabies, tetanus infection, any infection spread by humans or animals even if the infection was a consequence of any accidental physical contact; hypothermia, exhaustion, sunstroke, heat stroke, overstrain, occupational diseases (injury), so-called strains that do not involve certified new

injury of an anatomical unit or necessitate acute open surgical intervention, protruded intervertebral disc and other hernias where on the basis of the available medical documents anatomical lesion in direct causal relationship with a recent accidental event cannot be stated.

#### 6.2.1 Severe disease, illness

This shall mean a sudden, unexpected and unfavourable change in the health status of the insured – acute disease – that in the absence of urgent medial aid, treatment administered by specialised physician could lead to further health impairment or death. The insurer's service provision obligation does not hold in respect of complaints, illnesses that are the consequences of any accident or illness that occurred/existed within six months prior to the starting of the journey and necessitated medical treatment. The insurer's service provision obligation holds in respect of the accident or severe illness incurred by the insured.

Decision on the insurance benefit: the medical professional on duty at the help desk will pass a professional decision concerning the form and type of the insurance benefit.

The Insurer will reimburse the costs of the basic medical treatment that is customary at the place where such services are utilised – free selection of physician is not allowed – in due consideration of the average tariff applied by the health care service providers at the place where such services are utilised. The Insurer is entitled to organise the continuation of the health care treatment already in progress in another institution selected by the insurer provided that therefore the health status of the insured is not endangered. The Insurer reserves the right that it would cover the costs of medical treatment abroad only until the health status of the Insured would allow for his/her transportation or travel to the territory of the county of his/her residence.

The Insurer does not undertake to reimburse those additional expenses that are incurred because due to the decision or the absent cooperation of the Insured such medically permissible repatriation did not take place.

#### 6.2.2 Costs of medical treatment

If in the course of the journey of the insured, inpatient or outpatient care would become necessary in consequence of accident or severe illness, the insurer will organise medical treatment and will cover the costs incurred in this respect (medical examination, pharmaceuticals, treatment, medical aids e.g. crutch, immobiliser) up to the amount stated in the policy. The insurer undertakes to acquire pharmaceuticals that cannot be acquired in the given location, which become necessary following the occurrence of the insurance event and hand same over to the treating physician.

The service provided by the insurer covers only the costs of organisation, delivery and customs clearance, and does not cover the price of the pharmaceutical or any related expenses (customs, taxes, etc.).

The insurer is not obliged to provide services if the medical treatment becomes necessary in relation with illnesses or accidental consequences for which the insured was or would have been treated during six months immediately prior to his/her stay abroad (irrespective of the date when such illness was diagnosed).

The Insurer undertakes to cover inpatient care during the insurance period for at most 30 days in total, irrespective of the number of insurance events.

Emergency pregnancy or delivery treatment will be covered latest until the 24th week of the pregnancy and up to the amount stated in the table of insurance benefits.

As regards dental problems, the insurer grants coverage only in emergency cases, up to EUR 150/tooth and for maximum 3 teeth. As regards dental treatment, the Insurer does not undertake the organisation of medical treatment or direct reimbursement of the costs incurred by the treating specialist.

### 6.2.3 Transportation or relocation of the patient to physician or hospital

In relation with an accident or severe illness in the course of the journey, the insurer organises the transportation of the insured to another hospital, to his/her place of residence or to a hospital closest to his/her place of residence, if it is expedient and necessary from the medical as-

pect; furthermore the insurer assumes other costs that were certifiably incurred in respect of the illness/injury and the transportation. The decision concerning the insurance benefit and the means of transportation will in all cases be made by the medical professional on duty at the help-desk. The insurance covers transportation by air, too; this shall mean the transportation of the patient from the hospital where the first treatment was administered to a central hospital or a specialised department that has the equipment sufficient for the follow-up care.

#### 6.2.4 Patient visiting

If due to an accident or severe illness occurring in the course of the insured's journey, inpatient care would become necessary for a period in excess of 10 days, the insurer will organise the journey of one person to the location of the inpatient care and back to the place of residence. The insurer assumes the travel and accommodation costs up to the amount stated in the policy.

#### 6.2.5 Repatriation, transportation by ambulance

If in consequence of an accident or severe illness in the course of his/her journey, the insured needs immediate transportation (including repatriation from abroad by ambulance), the insurer will organise the assistance and assumes its costs. In such case the insurance covers transportation by air, too. Up to the limit of the sum insured, the insurer offers air transportation necessary from the medical aspect and requested by a physician, to the place of residence or to a hospital that is in possession of the equipments for treating such illness or accidental injury. This shall include care and medical treatment during the flight, provided that the insured person is exposed to direct life threat or severe health impairment. Up to the designated sum insured the insurer covers the costs of other necessary rescuing instruments (ambulance car, ship, etc.). The decision concerning the necessity of air transportation will in all cases be made by the medical professionals on duty at the help-desk, and they will decide on the appropriate mean of transportation, too. The insurance covers the costs of repatriation, too. If the insured is repatriated on a scheduled flight, the insurer assumes the additional costs of the travel of an accompanying family member of the insured living in the same household, provided that such travel is justified from the medical aspect. The patient may be accompanied also in the case of transportation by air ambulance provided that there is sufficient room for it and is justified from the medical aspect. The Insurer does not cover the costs of repatriation if the Insured's travelling home was originally scheduled not during the duration of the Insurer's liability. The Insurer does not undertake to reimburse the costs of repatriation if such repatriation is organised not by Europ Assistance.

#### 6.2.6 Repatriation of the corpse

If the insured would in the course of the journey die in consequence of an accident or severe illness, the insurer, in accordance with the wish of the relatives, organises the repatriation of the corpse to the place of the burial or the residence within Hungary, or assumes the costs of the burial abroad. All incurred costs are covered by the insurer. The Insurer dos not undertake to reimburse the costs of repatriation of the corpse if such repatriation is organised not by Europ Assistance.

### 6.2.7 Daily hospitalisation allowance (for at most 30 days within the insurance period)

For the period of inpatient care abroad the insured will receive daily hospitalisation allowance, provided that he/she abandons in writing any claim regarding the costs of medical treatment [the whole cost or the costs of medical treatment in excess of the part covered by European Health Insurance Card (EHIC)]. The insurance benefit shall be the product of the daily allowance and the number of night spent in the hospital.

#### 6.2.8 Accidental death (including air crash)

Insurance event, insurance benefits

Following the death of the insured in consequence of an accident, the insurer pays the sum insured stated in the policy.

Air crash shall mean that the insured person travels as passenger on an authoritatively licensed aircraft transporting passengers on scheduled flights, and following take off the aircraft crashes or makes emergency landing. If in consequence of an accident occurring during the air crash,

after the accident and for any reason in causal relation with the accident the Insured would die within one year, the Insurer will pay the amount of the accident death benefit.

The insurance benefit is paid in a lump sum.

#### 6.2.9 Accidental disability (50% or above)

If following an accident the insured will incur permanent disability at a degree of 50% or more, the insurer - irrespective of the degree of disability - will pay the sum insured specified in the contract.

#### Permanent disability shall mean the following:

- health impairment in causal relation with an accident which leads to the constant (permanent) damage of physical or mental capacities; in the case of loss or loss of function of the parts of the body listed hereunder, the percentage degree of disability or health impairment will be stated linearly on the basis of a medical examination that takes all circumstances into consideration.

Loss of the sight of both eyes	100%
Loss of the sight of one eye	50%
Loss of the hearing of both ears	60%
Loss of the hearing of one ear	30%
Total loss of olfaction	10%
Total loss of gustation	5%
Total loss of one arm from the shoulder joint	
or total loss of functionality of one arm	70%
Total loss of one arm from beyond the elbow joint	
or total loss of function	65%
Total loss of one arm from under the elbow joint	
or total loss of function	60%
Total loss of one hand	55%
Loss of a thumb	20%
Loss of the pointing fingers	10%
Loss of fingers, per each	5%
Total loss of a leg from over the middle of the thigh	
or total loss of function	70%
Total loss of one leg from the middle of the thigh	
or total loss of function	60%
Loss of one leg up to the knee	50%
Loss of one leg from under the knee	45%
Loss of a foot	40%
Loss of a big toe	5%
Loss of any other toes, per each	2%
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- in the case of partial loss or loss of function of the parts of the body or organs of sense, the appropriate percentage of the figure given in the table should be taken into consideration;
- in the case of loss or loss of function of organs or parts of the body not mentioned in the table, the insurer's medical expert will determine the degree of the reduction in the normal physical or mental capacity of the insured;
- if in consequence of a given accident several functions would be impaired, the degrees of disability stated in the table will be added up;
- The judgement made by the insurer's medical experts is independent of judgements made by any other medical or social insurance bodies;
- If in the course of an accident such functions or parts of the body would be damaged, the functionality of which has already been reduced before the accident, the insurance benefit will be reduced by the degree of such previous disability shown in the table above.

The degree of permanent disability will be finally determined after one year from the insurance event. Within this duration advance payment may be made in due consideration of the expected claim. In the case of permanent disability, the insured is entitled to undergo medical review annually but latest until the end of the second year following the insurance event and in the case of any relapse he/she may submit claim for insurance benefit. If in consequence of an accident the insured would die within one year, then disability benefit may not be claimed and any amount already paid will be deducted from the death benefit.

#### This insurance does not cover the following:

 Accidents occurring in relation with the mental or psychotic disturbance of the insured, his/her actual or attempted suicide, or drunk-

- enness. Drunkenness shall be determined in accordance with Sections 240 (3) of the Penal Code.
- Accidents incurred by the insured in the course of or in relation with committing or attempting to commit deliberate criminal action.
- Accidents directly or indirectly caused by events of war or civil war, terrorist actions (except 6.2.11.) or biological weapon, furthermore accidents that occurred in the course of internal riots or demonstrations wherein the insured actively took part.
- Accidents incurred in the course of flying an aircraft without or with engine, any airborne instrument, hang-glider, or parachute jumping; furthermore accident incurred as a member of an aircraft crew.
- Accident directly or indirectly caused by radioactive nuclear energy, ionising radiation.
- Injuries caused by sunstroke, heatstroke, sunburn or frost.
- Health impairment in consequence of medical treatment or intervention (except if it became necessary due to an accidental event covered by this contract).
- Infections not in causal relation with accident; diseases stemming from bite of insects alien to Europe.
- Poisoning, injury in consequence of deliberate ingestion / inhaling of solid, liquid and gaseous materials, including drugs and narcotic substances.
- Epigastric or inguinal hernia (overstrain) if it is not in causal relation with accident.
- Injuries of intervertebral disc, furthermore bleeding of non-accidental origin, apoplexy, sprain, luxation.
- Accidents occurring during sport competition, training or pursuing extreme sports not included in the basic coverage, in the absence of the Active supplementary coverage.
- Accidents occurring in the course of the military service of the insured, or accident occurring in the course of or in relation with carrying or using weapons by the insured.

### 6.2.10 Daily hospitalisation allowance following an accident – for maximum 50 days (SI supplement)

(1) The Insurer provides benefit for inpatient treatment administered continuously from the day of the accident in order to eliminate the consequences of the accident, in the event when the accident happened abroad and in consequence of that the Insured is provided with emergency medical treatment abroad and after that with continuous inpatient treatment in the country of his/her residence. This benefit becomes available after the passing of the first 14 days counted from the day of accident for maximum 50 days (SI supplement)

(2) The amount of this insurance benefit is determined in such manner that the sum insured indicated in the table of insurance benefits is multiplied with the number of nights of inpatient treatment. In respect of events occurring during the insurance period in the curse of the foreign journey, the Insurer covers maximum 50 days. In this case, the insured is not entitled to a service provided under 6.2.7.paragraph.

#### 6.2.11 Costs of accident caused by terrorism

If in consequence of any terrorist action the insured would be injured and need medical treatment or would die abroad, the insurer undertakes to settle for each insured the following benefits in consequence of the terrorist action, up to limit of HUF 1,000,000 in total, provided, however, that the insured did not participate actively and deliberately in the terrorist action:

- costs of emergency medical treatment
- costs of repatriation of the injured person
- costs of repatriation of the corpse
- accidental death (including air crash)

The insurer undertakes to settle the above benefits for all persons injured in the terrorist action who had valid travel insurance with the insurer in the given period but this benefit is capped at HUF 20,000,000 in aggregate. If the amount of the benefits payable for all insured persons would exceed the limit of HUF 20,000,000, then the benefits will be paid in such proportion as is borne by HUF 20,000,000 to the actual total loss.

If a terrorist action causes accidental injury to the Insured, the Insurer undertakes to reimburse the costs of medical treatment that from the medical aspect became necessary, the repatriation of the injured person or the corpse, furthermore the payment of the accidental death benefit, except if the Insured stayed on the given territory despite the prohibition announced by the local authorities. A condition of the settlement of the insurance benefit is that the destination country was not included in the list of countries specified by the Ministry of Foreign Affairs as not recommended or dangerous.

#### 6.3 Assistance and cost reimbursement in unexpected situations

## 6.3.1 Search, saving, rescuing (rescue helicopter, mountain rescue, water rescue, helicopter rescue, ambulance car, treatment in hyperbar chamber)

If in the course of his/her journey, following an accident or severe illness, the insured should be sought or rescued, the insurer will organise the possibly most efficient help and in this respect assumes the costs up to the limit specified in the policy.

If it is medically justified and/or in view of the location of the accident is necessary, rescuing could be executed in whatever manner.

In the case of treatment hyperbar chamber, the treatment abroad and the emergency treatment becoming necessary after returning to the country of residence are qualified as insurance events.

#### 6.3.2 Extension of stay (max. 7 days)

If in the course of his/her journey the insured incurs accident or severe illness that prevents the appropriate transportation of the patient, meanwhile returning back to the place of residence cannot be started at the time scheduled originally, then the insurer will organise the eventual extended stay and accommodation for the rest of the insured persons. The insurer undertakes to reimburse additional costs certified with invoices, which are related to accommodation and returning home, up to the amount specified in the policy.

### 6.3.3 Reimbursement of the accommodation costs of a co-traveller due to the inpatient care of an insured minor (max. 14 nights)

In the case of the emergency inpatient care of the Insured, the Insurer reimburses the accommodation costs of a relative.

### 6.3.4 Reimbursement of the accommodation costs of a co-traveller due to the inpatient care of an insured adult (max. 7 nights)

In the case of the emergency inpatient treatment of the Insured, the Insurer reimburses the accommodation costs of a relative.

#### 6.3.5 Repatriation of a minor, a family member

Following the death, accident or severe illness of the insured person, the Insurer will reimburse the accommodation costs of the relative of the insured person staying abroad together with him/her, as well as the travel expenses of the relative necessary for travelling home together with the Insured, if after the medical treatment administered abroad, according to the professional opinion of the treating physician, the date of travelling home should due to the health status of the Insured be delayed in comparison with the original schedule (provided, however, that the travel home would have taken place prior to the occurrence of the death, injury, illness, latest on the last day of the Insurer's liability). If following the death, injury or severe illness of the insured person, dur-

If following the death, injury or severe illness of the insured person, during the journey neither the insured person, nor his/her family member travelling with him/her and living in the same household are able to take care for child(ren) under 14 travelling with him/her, the insurer will organise the escorted repatriation of the child to his/her place of residence. Cost incurred in the course of the provision of this service – including the cost of the escort – will be settled by the insurer.

The Insurer offers this service also in the case when the journey is taken with own car, and the insured person who is the only driver would due to accident or severe illness become incapable to drive, and his/her passengers, family members living in the same household should be repatriated together with the vehicle left on the spot. Family members should travel home on the same day.

#### 6.3.6 Premature call back from journey

If the insured person is necessitated to finish his/her journey prior to the originally planned date because he/she or his/her family member living in the same household would suddenly and severely become ill or incur accident or die, or because he/she suffered significant financial loss, or because a war or internal riot would suddenly break out or a natural catastrophe appear at the destination place, then the insurer will organise repatriation. The insurer assumes the additional costs in excess of the costs of the originally scheduled travel home, up to the amount specified in the policy.

The Insurer reimburses the Insured for the travel costs of the premature retuning to the country of residence if after the day when the insured left for abroad – but earliest – after the attachment of the Insurer's liability, a close relative of the Insured or his/her spouse, registered partner would within the territory of the country of residence die or be in lifethreatening condition, or the wealth of the insured person would significantly be damaged, provided, however, that the remaining period of the Insurer's liability is at least 2 days. (The insurance benefit does not cover the costs of travelling back abroad.)

If the death, sudden severe illness of a family member or close relative living in the same household with the insured person or the significant damage to the wealth of the insured person would necessitate the calling back of the insured from abroad, in response to a written request in the matter, the insurer will take the necessary measures by making use of suitable means and assumes 100% of the costs incurred therefore.

#### 6.3.7 Interpreter service

The insurer undertakes to arrange for an interpreter in relation with the insurance benefits or any authoritative proceeding started against the insured person in the course of his/her journey abroad. Costs related thereto shall be borne by the insurer up to the amount specified in the table of insurance benefits.

#### 6.3.8 Legal advice

The insurer arranges for legal counselling for the insured person if this would become necessary in the course of his/her private journey abroad, in relation with an event triggering an insurance benefit or an authoritative proceeding started against him/her. Costs incurred abroad in respect of the first session with the consultant will be reimbursed by the insurer up to the amount specified in the policy.

#### 6.3.9 Legal defence (surety)

If in the course of the journey of the insured person abroad a proceeding would be started against him/her regarding infringement or negligent criminal act, the insurer undertakes to settle the surety or other guarantee assessed against the insured, up to the amount specified in the policy. The insured person shall be obliged to refund the surety to the insurer within 6 months from its payment.

#### 6.3.10 General liability insurance

If during his/her journey abroad, the insured person would negligently cause accident to someone and therefore any claim for compensation is submitted against the insured, the insurer assumes medical (dental, surgical, X-ray, ambulance, nursing) and burial costs certified with invoices, provided that the insured can be held liable for compensation under the Hungarian Law, too. In case the Active supplementary cover has been selected, the liability insurance will cover losses stemming from Active sport activities.

If the journey is a Student study tour, then the liability insurance covers losses caused by the insured in such capacity.

### 6.3.11 Ski pass refunding following the accident or illness of the Insured

The Insurer will provide this insurance benefit if the Insured received emergency medical treatment abroad in accordance with these present terms and conditions as described hereunder, and therefore he/she is unable to ride ski or snowboard in the remaining validity period of his/her ski pass:

- a) due to accident,
- b) due to illness necessitating inpatient treatment,

c) due to an accident or illness in consequence of which the Insured will, following emergency treatment abroad, be repatriated by the Insurer to the country of residence for continuing medical treatment.
 The insurance benefit shall be the refunding of the price of the ski pass to the Insured, which has been bought prior to the accident or illness, in proportion with the residual period and up to the limits indicated in the table of insurance benefits, but in all cases for those days that are covered by the given insurance contract.

#### 6.3.12 Financial aid mediation

If on abroad through no fault of his/her, in consequence of e.g. theft or robbery the Insured would be in need of urgent financial aid, the Insurer undertakes that the amount paid to the insurer by a person authorised by the Insured will be transferred to the Insured staying abroad. The amount paid will be converted to the currency needed on the selling exchange rate of the bank designated by the Insurer. The costs of the remittance transaction shall be borne by the Insured.

### 6.3.13 Delayed transportation service (Except for arrival to Hungary)

In the case when the Insured wishes to travel to his/her foreign destination by making use of an air, railway or ship transportation company or its representative, and in alteration of the schedule announced for reasons not imputable to anyone (e.g. weather conditions) the aircraft, railway or ship service would delay for at least 12 hours and maximum 24 hours, the Insurer will in consideration of the invoices presented indemnify the Insured in respect of the purchase of unavoidably necessary consumer goods and services, up to the limit shown in the table of insurance benefits. A precondition of that is that the Insured checked in or registered at the time indicated in the schedule determined by the travel organiser or public transportation company and was provided by the air, railway or shipping line with written certificate issued for his/her name, which certifies the reason and the duration of the delay, the fact that the Insured had a valid ticket and showed up at the starting of the travel as per the preliminary schedule. The duration of the delay should be calculated on the basis of the departure time indicated in the timetable of the aircraft, railway, shipping line and the actual departure. Deletion of public transportation services does not qualify as insurance event. Delay in excess of 24 hours qualifies as deletion.

#### 6.4. Baggage insurance

### 6.4.1 Reimbursement of the baggage value; coverage against appropriation or damage

As regards travel baggage, the Insurer pays indemnification in respect of the following insurance events:

- damage or destruction of travel baggage in consequence of an accident causing acute physical injury to the Insured, traffic accident, elementary peril or fire in the vehicle for technical reason,
- unlawful appropriation abroad, with the following provisos:
   From locked vehicle, locked residential building, apartment, from a watched camp, spa licensed by the relevant authority:

For the purpose of this insurance benefit, vehicle shall mean encompassed passenger area or baggage compartment of a vehicle (e.g. passenger car or bus) made of dense material and equipped with lock, roof mounted luggage rack, luggage rack of a motor bicycle. As regards travel baggage appropriated from a vehicle, the insurance benefit is capped at 30% of the sum insured specified for baggage insurance in the table of insurance benefits.

Rules regarding watched camp licensed by the competent authority: unlawful appropriation from tent, motor caravan or trailer caravan is covered only in watched camps licensed by the competent authority.

In the case of baggage appropriation from a spa licensed by the competent authority (beach, spa) the Insurer will reimburse at most 5% of the sum insured but maximum HUF 15,000, and requests the presentation of a protocol taken by the police.

The Insurer's indemnification obligation will not hold if the violent penetration into the locked vehicle, residential building or apartment is not evidenced unambiguously with a protocol taken by the police.

The insurer's liability does not cover travel documents, bankcard, technical articles and their accessories left in a vehicle, tent, motor caravan, trailer caravan!

#### a) Personal belonging:

This shall mean things owned by the Insured, toiletware (toiletware: things and substances used for cosmetic, cleaning and bodily hygiene, including technical devices used for such purposes and their accessories, e.g. shaving machine, hair dryer, electronic toothbrush, etc.) that the Insured brings for the journey for personal use. If the Policyholder is not a natural person, then things owned by the Policyholder but in the use or custody of the Insured are also included. If a thing forms the joint property of more than one insured, the insurance benefit in respect of the given thing will be due for the insureds in proportion with their respective ownership shares, and the limits applicable to the insurance benefit will be decreased in proportion with the ownership share.

 b) Sport instruments, sport devices: anything that is characteristically necessary for sport activities.

For the purpose of these terms and conditions the following will qualify as sport instrument and not vehicle or means of transportation: kayak, canoe, bicycle, surf, any rowing boat without engine or sail, fishing accessories, roller skate, roller, tourist cane. Any other instrument furthermore weapons do not qualify as sport instruments not even if they are used for any sport activity.

Exclusively in the case of **sport instruments** the coverage applies to objects leased and lawfully used by the Insured on the basis of written rental agreement made with an economic association entitled for letting sport instruments, in exchange for a rental fee that is in correspondence with the local circumstances.

The limit of indemnification for sport instrument, sport devices is the amount specified for Sport instruments in the table of insurance benefits.

Baggage insurance would cover winter sport, diver and golf instruments exclusively if the Extreme Sport or Competitive sport supplementary covers were purchased:

- ski board and safety binding, snowboard and safety binding, ski boot, snowboard boot, ski helmet, ski glasses, ski sunglasses, furthermore sack or bag for storing ski board, snowboard, ski boot and snowboard boot, skate, sleigh.
- furthermore devices necessary for diving (automatic scuba gear, diver computer, diver vest),
- shoe, bag, club used for golf.

### a) The Insurer pays indemnification for sport instruments under the following conditions:

In consideration of the additional premium for Extreme sport and Competitive sport modules, the insurance covers any sport instruments up to the limit indicated in point "Sport instrument insurance" of the Table of insurance benefits.

Rules of indemnification:

- as regards sport instruments, if an original invoice, certifying the date and the value as at the date of the purchase
- as regards rented sport instrument, if a rental contract unambiguously identifying the type and the value, furthermore a receipt about the indemnification paid by the insured to the lessor is submitted, the Insurer may disregard the application of the limit for each property item. In the absence of the above the amount of the maximum insurance benefit for one property item and its accessories could be at most twice the limit per property item.

#### c) Indemnification for data media:

As regards portable computers (portable computer: netbook, notebook, laptop, tablet pc), radiotelephone and its accessories, the insurance benefit is capped at the limits indicated in the table of insurance benefits, under point "Insurance for radiotelephones, photo cameras, portable computers", without limit per property item.

In the case of radiotelephones, a precondition of the settlement of the insurance benefit is that the new purchase price of the radiotelephone is certified with an invoice issued for the Insured or for the non-natural person Policyholder. In the absence of that, the Insurer reimburses the average pre-owned value, up to the limit per property item. Pre-owned value: a value specified on the basis of the age of the property item, presuming the average usage of the usual function of the given property item, and such value may not exceed the new purchase price.

The insurance covers portable computers and their accessories exclusively in that case if the new purchase price is certified with the original invoice.

Radiotelephones, photo cameras, portable computers are not covered by this insurance if in the course of a flight these technical articles were checked in as baggage (i.e. were not taken on board as part of the hand baggage).

# The insurance of radiotelephones, photo cameras, portable computers covers only theft and the indemnification is conditional upon the presentation of the protocol taken by the police.

The insurance covers data media only if they qualify as an accessory of the player / reader (accessory: not forming part of but necessary for the operation / maintenance or supplements a function of another thing, irrespective whether it is traded together with the main thing or not). Several data media of identical function, irrespective of their number, are qualified jointly as one single property item even in that case when indemnification is not claimed for the player.

- d) Reimbursement of the costs of bankcard replacement: costs of blocking and replacement of a bankcard issued for the name of the Insured, as these were determined by the issuing bank.
- e) Costs of replacement of travel documents following their appropriation or damaging in consequence of an accident.

**Travel document shall mean** the passport, personal identification card, residential address card, driver license of the Insured, furthermore the registration certificate of the vehicle that is lawfully driven by the Insured in the course of the journey. For the purpose of these terms and conditions, the visa to be found in a travel document does not form part of the travel documents.

If travel documents (official deeds) that have been appropriated or destroyed during the journey of the insured abroad are inevitably necessary for the continuation of the journey (passport, personal identification card, driver license), the insurer will assist in returning home temporarily for acquiring the necessary documents. Costs of such repeated acquisition will be reimbursed by the insurer:

- (a) costs of the permission to return home issued by the consulate, furthermore the costs of replacement of the travel documents as prescribed by the legal rules,
- (b) additional expenses of travelling from the place of the insurance event to the office of the competent diplomatic representative of Hungary, for the purpose of replacing travel documents and acquiring permit necessary for returning home.

### 6.4.2 Delayed baggage (except for returning to Hungary) in excess of 12 hours

The insurance event shall be when a travel baggage checked properly with an airline for the name of the Insured, after the landing of the given flight would not be received by the Insured at the destination within 12 hours from the delivery time specified in the travel conditions, and the absence of such luggage is reported in writing to the representative of the airline in question in accordance with the rules but latest within 2 hours.

The insurance benefit is conditional upon the issue of the original certificate, protocol from the carrier, e.g. the airline or a PIR (Property Irregularity Report) issued prior to leaving the transit area, and their presentation to the Insurer with the following content:

time of the scheduled and the actual arrival,

reasons of the delay, amount of the indemnification for the delay, and the carrier's declaration on its responsibility

then the Insurer undertakes to reimburse the value of the urgent purchases (cleaning, clothing) becoming necessary during the period passing between the arrival of the flight and the actual takeover of the baggage but by all means within the time scope of this insurance, furthermore the difference of the amount paid by the airline in respect of the insurance event, dependently upon the duration of the baggage delay, but maximum up to the limit indicated in the table of insurance benefits, provided that purchases are certified by the Insured with invoices issued for his/her name.

This benefit will be paid by the Insurer only in that case when the carrier (e.g. the airline) did not pay any indemnification or aid for the delay, or the paid amount is less than the costs incurred and certified with invoices. The Insurer's indemnification obligation covers the amount in excess of the amount reimbursed by the carrier, i.e. the indemnification, aid paid by the carrier will be deducted from the costs certified with invoices. Irrespective of the number of changes, the Insured will be entitled for one such insurance benefit, irrespective of the number of bags. A point of change does not qualify as appoint of destination. The Insurer provides this benefit successively, after the arrival of the Insured home, and does not undertake to make payments on the place of the event. In the case of the final disappearance of the baggage, any amounts paid earlier by the Insurer for delayed baggage will be deducted from the amount of indemnification.

Delay or cancellation of flight does not qualify as insurance event. The Insured is obliged to report a loss event after gaining knowledge without delay to the air baggage managing firm or to the airline.

### 6.4.3 General rules related to the Insurer's baggage insurance coverage

If the price and date of the purchase of the baggage is not certified with an invoice issued for the name of the Insured or for the name of the non-natural person policyholder, the Insurer reserves the right to determine the amount of indemnification on the basis of an average quality pre-owned thing that serves for the same function.

The reimbursement conditions and restrictions discussed hereunder are applicable to all insurance benefits described in the Baggage insurance chapter.

- a) Baggage damaged, destroyed or appropriated in consequence of an insurance event will be reimbursed by the Insurer at the actual value as at the date of loss, up to a predetermined limit amount.
- b) If a damaged property item can be repaired, the Insurer reimburses the costs of repair, in due consideration of the above restrictions.
- c) A thing and its accessories as well as pairs or sets of property items qualify as one single thing, therefore following an insurance event concerning accessories, the insurance benefit payable for all accessories together will be capped by the limit set for each property item.

Special indemnification rules applicable to the insurance benefits in consideration of the character of the baggage:

- 1. As regards travel documents or bankcards appropriated, destroyed or became inapt for use in consequence of an insurance event, the Insurer will reimburse the following:
  - a) costs of the permission to return home, issued by the consulate, furthermore the costs of replacement of the travel documents as prescribed by the legal rules,
  - b) additional expenses of travelling from the place of the insurance event to the office of the competent diplomatic representative of Hungary, for the purpose of replacing travel documents and acquiring permit necessary for returning home.
  - c) costs of blocking and replacement of a bankcard issued for the name of the Insured, as these were determined by the issuing bank, up to the limit indicated in the table of insurance benefits under "reimbursement of costs of bankcard replacement".
- 2. Following the damage to, destruction or appropriation of dioptre glasses (dioptre sun glasses are excluded) or contact lenses, the Insurer will reimburse the costs of their replacement or repair certified with invoice, up to 50% of the limit specified for each property item.

- 3. As regards toiletware, the insurance benefit is limited to 10% of the sum insured.
- 4. The insurance benefit covers damages to the means of carriage, for instance luggage, up to HUF 10,000 per property item, but the insurer grants such coverage only in that case if the travel company (e.g. airline, railway, bus, shipping company) has taken a protocol on and investigated the case, or in the case of the traffic accident of a vehicle, a protocol was taken by the police. The protocol shall be presented concurrently with making a claim for indemnification.

### 6.4.4 Loss prevention and mitigation obligations of the Insured as regards baggage insurance

In the course of travelling abroad, the Insured is obliged to meet the following loss prevention obligations:

- If there is baggage in the vehicle, the vehicle should be parked in a watched parking place or the baggage should be taken out of the vehicle and stored at a watched place,
- baggage should be kept in a vehicle only for an unavoidably necessary duration (at a locked place, in non-transparent place and manner, with special regard to vehicles where there is no baggage compartment separated from the passenger area),
- deeds, bankcards or technical articles or watches may not be left in the vehicle or in a baggage checked with a passenger transportation firm
- if the vehicle is equipped with an alarm system, that should be activated,
- following the arrival at the place of accommodation, the baggage should be a placed at the place of accommodation, in a wardrobe or cloakroom.

#### Loss mitigation obligation of the Insured

Following the discovery of any baggage loss, the Insured is obliged:

- 1. within the shortest possible time report the fact of the commitment of a crime or the occurrence of an accident to the foreign police department that has competence at the location of the event, or to other authorities that have competence at the location of the event (e.g. in the case of fire, to the fire department), furthermore, if the insurance event occurred on a scheduled transportation mean, to the transportation undertaking, if the insurance event occurred within the territory of competence of a hotel or camp, to the hotel or the camp; in the case of unlawful appropriation, to file charges, and request the authority and the involved economic organisation to conduct onsite survey and issue a detailed protocol for the name of the Insured.
- charges filed to the police should state all substantial data, specifically
  the detailed description of the event (time, place, other substantial
  circumstances), itemised list of losses (itemised list of property items
  together with their respective values), physical damages caused in
  the course of the theft, robbery, accident or elementary loss (e.g.
  breakage of window or door, forced unbolting, other damages),
- 3. as regards baggage that disappeared or was damaged whilst in the care of a transportation undertaking, the instructions of the given company concerning the conditions of the loss adjustment and indemnification such as the time and manner of reporting should be observed. As regards loss of or damage to an air baggage, following the report submitted to the air baggage managing firm, a report should be submitted to the airline, too!
- 4. in the case when a radiotelephone has been appropriated, the blocking of the telephone number concerned should be requested at the telephone company immediately after the occurrence of the event but latest with 2 workdays.
- 5. In the case of loss of or damage to an air baggage:

provision contract of the airline.

 a loss event should immediately after its perception be reported to the firm managing air baggage on the given airport!
 If the Insured failed to submit a report to the firm managing air baggage on the given airport, or was not provided with a protocol in the matter, then the occurrence of the loss event should be reported

directly to the airline, too, within the deadline stated in the service

the baggage insurance benefit

in the case of any theft or burglary, the place, time and description
of the event, names and personal data of the claimants, furthermore
the protocol issued by the competent foreign police department
which presents a detailed description and the respective values of
the appropriated, robbed property items; also, in the case of the
appropriation of travel documents, the certificate issued by the consulate in this respect,

6.4.5 Supplementary documents to be submitted for the receipt of

- 2. in the case of theft or robbery in the territory of a hotel or a camp, in addition to the protocol issued by the police department, the protocol taken by the operator of the hotel or camp,
- in the case of baggage not delivered by or damaged whilst in the care of the transportation undertaking: transportation ticket issued for the name of the Insured, boarding card (in the case of air baggage losses), baggage identification tag issued for the name of the Insured, a report submitted to the passenger transportation firm regarding the missing or damaged baggage (which contains an itemised list of missing or damaged property items together with their respective values), a report captured at the usual place of baggage delivery on the missing or damaged baggage; furthermore a protocol wherein the passenger transportation undertaking assumes its liability which should contain the name and personal data of the claimant, the method of determining the reimbursement payable for the missed property items, i.e. their value or mass; and the amount of indemnification paid by the passenger transportation firm; or if they did not pay indemnification, its written declaration in the matter; furthermore a document wherein the passenger transportation undertaking certifies in a creditworthy manner the occurrence and the extent of the loss,
- 4. an original invoice issued for the name of the Insured, which certifies the date of purchase and the value as at the date of purchase of the property item. (For the purpose of an insurance contract, a sales-purchase contract cannot replace the original invoice issued for the given name.) If the Insurer would have paid indemnification for a given property item on the basis of an original invoice, it will not be obliged to return same, except if such invoice has been issued for the name of a legal person or a business association without legal personality, in which case the Insurer in response to the written request of the insured undertakes to return the invoice.
- as regards the replacement of travel documents: the original invoice issued for the name of the Insured, which certifies the costs incurred.
- 6. as regards the insurance benefits covering costs of travel aimed at the replacement of travel documents: the original transportation ticket and the invoice,
- 7. in the case of elementary loss or fire, a certificate from the specific authority (e.g. the meteorological institute, police department, fire department, dependently upon the scope of competence) on the occurrence of the elementary loss and the extent of the loss; furthermore if the loss occurred in the territory of a camp or in a hotel a protocol issued by the operator of the camp or by the host, which accurately describes the time, extent and characteristics of the loss, the list of damaged property items, and the claimants,
- for determining the costs necessary for replacing a bankcard, those items from the appropriate bank account statement that quantify the costs of blocking and replacement,
- in the case of a claim regarding damaged travel baggage, the invoice of the original purchase, repair invoice; if the damaged property item cannot be repaired: an expert protocol in the matter; furthermore, in the case of damaged dioptre glasses, an invoice regarding replacement,
- in the case of appropriation of a radiotelephone, a document issued by the telephone service provider which certifies the blocking of the telephone number concerned,
- 11. if the new purchase of the property item has been settled through payment with bankcard, then, instead of the original invoice issued for the respective name, the Insurer accepts the joint submission of the following documents:

- purchase bill that contains the sort of the property item (e.g. trousers, shoes), its type, the place and time of the purchase and the purchase price,
- a bank account statement issued for the name of the Insured that assists in the unambiguous identification of the fact that the purchase was settled from the Insured's bank account.

#### 6.4.6 Special exclusions in the case of baggage insurance

- For the purpose of these insurance terms and conditions, the following property items do not qualify as baggage and therefore are not covered by the Insurer's liability:
  - a) jewels, noble metals, precious stones, semi-precious stones or any property item that contains them as basic material or component, noble furs, art objects, collections of objects of identical function, art collections, fire arm and ammunition, musical instruments, furniture, partial or full dentures, dental braces, keys, electric remote controller device, cash or any receivables that can be enforced with the use of means of payment replacing cash, or with the use of saving book or any sort of securities, furthermore any vouchers, cards entitling for the utilisation of certain services (e.g. ski pass, top up cards to radiotelephones, tickets to events, transportation tickets and deeds [with the exception of travel documents listed in point a 6.4.1.(e)], foods, drinks, tobacco wares and instruments used for smoking (e.g. pipe, cigar cutter, lighter, etc.), means of work, sample goods, household machinery, or things carried in commercial volume or in a quantity in excess of the personal demands of the Insured,
  - b) any sort of vehicle or mean of transportation, its parts, components, accessories or equipments (e.g. car roof cargo carrier, roof mounted baggage rack, trailer, radio, tape, CD player, luggage rack of a motor bicycle),
  - c) sport instruments except those that are used for activities covered under supplementary covers EXTREME SPORT or COMPETITIVE SPORT
  - d) any sort or size of electronic data processing devices and their accessories, except for portable computers
- 2. The Insurer will not reimburse the following:
  - a) losses in consequence of losing, leaving, dropping or non-attending baggage, except for baggage left in a locked residential building or vehicle, or let to the care of a passenger transportation firm,
  - b) damage to a baggage if in respect of air baggage this fact was not certified by a protocol issued by the firm managing baggage on the given airport; or as regards loss of a baggage in the care of a shipping line, a protocol issued by the shipping line,
  - c) in respect of data media: losses due to lost data,
  - d) losses of or damage to travel documents in consequence of dropping into water or wetting (irrespective of the circumstances of their being dropped into water or getting wet), except traffic accident and flood,
  - e) losses in consequence of seizure, confiscation, damaging or destruction of property items by authorities,
  - f) ensuing losses and indirect losses, furthermore losses stemming from the particular character of the property items,
  - g) losses of or damages to things carried on a vehicle (e.g. bike carrier, car roof cargo carrier, etc.) (e.g. damage or appropriation), or losses stemming from the opening of or damage to the roof mounted baggage rack, except damage or destruction in consequence of traffic accident.

#### 7. FACULTATIVE SUPPLEMENTARY COVERS

#### 7.1 Active supplementary (extreme sport, competitive sport)

In consideration of the relevant additional premium, the following activities can be insured

#### 1. Leisure and hobby activities:

Within the territory, in the mountains of the geographical Europe: caving, cave diving, parachuting, white water kayak, canoe, (rodeo, river running, creek), rafting, canyoning, hydrospeed,

trekking, mountain and rock climbing (Klettersteig/via ferrata), wall climbing, snowshoes walking, mountain-bike, mountain bike – off trail / downhill, trial and BMX biking, zip-line, quad. If any of the above activities is pursued on any section of a given route, e.g. a part of the route is led through a via ferrata or a glacier, the entire route shall qualify as mountain climbing.

#### - In all countries of the world:

In/on waters: water touring, sea kayaking and canoeing, waveski, wave riding, wakeboard, jetski, parasailing, diving with or without scuba gear to a depth of 40 to 50 meters, diving in shark cage, barefoot water skiing, deep sea fishing, motor boat towed banana and gum tube, water skiing, sailing anywhere on the Mediterranean Sea; on other waters: coastal waters only (maximum 12 nautical miles distance from the coast).

The Insurer's liability does not cover solo sailing.

Treatment in a hyperbar chamber that would become necessary following diving experiences, only the emergency treatment that should unavoidable administered exclusively after returning to the country of residence shall qualify as insurance event.

#### Winter sports:

- competitive sleigh, bob sleigh, motor driven sleigh, glacier tour, ice hockey, ice climbing, snow rafting
- following styles of skiing and snowboarding:
  - Freeride or Backcountry and/or their disciplines when the insured slides off-trail in helmet
- Freestyle, Jump and/or their disciplines when the insured slides in a half-tube, among natural or erected obstacles, wearing helmet.
- Freecarve, Alpine, Race and/or their disciplines when the insured slides in a traditional trail, wearing helmet.
- Alpine and/or other Nordic skiing disciplines, such as telemark, cross country skiing, ski tours, etc.
- Off-piste wild skiing, off-trail skiing, snowboard

Other activities: skateboarding in skateboard park, mountaineering up to 6000 meters, air surfing, off-street motor biking, hunting, shipping (on a chartered or private charter), horse riding and horse cart riding, karate, judo, taekwondo, capoeira, kendo, aikido, American football, rugby, baseball, sandboarding, sandskiing, hang glider flying, gliding, tandem parachuting, ultimate frisbee

**2.** In competitions, athlete camps: sport activity in any discipline where the Insured qualifies as a licensed sportsperson.

#### 7.2 Pursuing physical work abroad

Under this supplementary coverage, the Insurer covers physical work pursued under documented work contract. Liability insurance related to work does not cover medical or social activities.

Physical work shall mean work that requires significant physical enforcements, and/or in consequence of for instance the place or circumstances of the work, the accident hazard is in excess of that of intellectual, clerical work. Driving of a vehicle does not qualify as physical work, this activity is excluded.

The insurer's liability covers events related to physical work activities, except for the following:

- work performed at a level higher than 10 meters from the ground level or work performed under the ground level,
- work performed in any sort of aircraft,
- any work performed with nuclear energy or with severely toxic, hazardous materials,
- circus artists, strength athletes, activities related to caring or attending wild animals.
- watching, security, security steward, fire protection, catastrophe protection or military type activities, or any activity involving the use or possession of any sort of firearm,

- work related to exploiting or researching raw materials,
- any work pursued outside the 200 km radius area of any inhibited settlement.

Persons aged 70 and more are excluded from the scope of persons insured under **Active supplementary coverage**. Persons aged under 14 or aged 70 or more are excluded from the scope of persons insured under **physical work supplementary coverage**.

### 7.3 Study tour for students (Study tours, vocational training for students)

This coverage is available in consideration of the relevant additional premium.

Under this supplementary coverage, the Insurer grants insurance cover for vocational training, study that was organised certifiably by an education institution, and for intellectual or physical work pursued under work contract. Liability insurance related to work does not cover medical or social activities.

The insurer's liability covers events related to physical work activities pursued by the Insured person, except for the following:

- work performed at a level higher than 10 meters from the ground level or work performed under the ground level,
- work performed in any sort of aircraft,
- any work performed with nuclear energy or with severely toxic, hazardous materials,
- circus artists, strength athletes, activities related to caring or attending wild animals,
- watching, security, security steward, fire protection, catastrophe protection or military type activities, or any activity involving the use or possession of any sort of firearm,
- work related to exploiting or researching raw materials,
- any work pursued outside the 200 km radius area of an inhibited settlement.

Physical work shall mean work that requests significant physical enforcements, and/or in consequence of for instance the place or circumstances of the work, the accident hazard is in excess of that of intellectual, clerical work. Driving of a vehicle does not qualify as physical work. The Insurer grants coverage provided that the labour safety rules prescribed for the given work are observed.

Persons aged 30 and more are excluded for the scope of persons insured under "Student study tour supplementary coverage".

#### 7.4 Motor assistance

Fort the purpose of this contract vehicle shall mean a personal car or motor bicycle registered by a Hungarian authority and supplied with valid Hungarian registration plate and traffic license, possessed by the Policyholder or the Insured, described in the operating contract or in the vehicle rental contract, provided that less than 12 years have passed between the first registration and the occurrence of an insurance event.

In consideration of the specific additional premium, a "Motor Assistance" supplementary coverage can be selected to an insurance for defined period with daily premium or to an annual pass insurance, which shall be valid in general for all of the insureds indicated in the contract and for the specific number of vehicles.

If in consequence of its inoperability for whatever reason, the vehicle would not be able to travel further, the insurer will grant the following insurance benefits:

#### Repair on the spot:

Directly on the spot where the insurance event occurred, car repair vehicles and craftspersons will reinstate the roadworthiness of the vehicle in correspondence with the authoritative prescriptions, up to the sums stated in the table of insurance benefits. The purpose of the repair on the spot is that the vehicle could be suitable for reaching the nearest

garage where the defect could finally be eliminated. In the course of repairs on the spot, the main components of the vehicle (brake, undercarriage, engine, gearbox) may not be dismantled. If a vehicle could presumably not be repaired on the spot, the Insurer will send a towing vehicle. Costs of any permanent repair in excess of the sum insured should be borne by the Insured.

#### Towing to a garage (without repair on the spot):

If the roadworthiness of the damaged vehicle cannot be reinstated on the spot, the towing vehicle arriving on the spot will convey the vehicle to the nearest garage, up to the limits specified in the table of insurance benefits.

Towing home from the garage Following the occurrence of an insurance event, if according to the professional opinion of the garageman, the repair of the vehicle towed to the garage under the arrangement of the Insurer could not be solved within five workdays, the Insurer undertakes to organise the towing of the vehicle to the place of the permanent residence of the insured owner or operator or any other address within the territory of Hungary specified by them, and to reimburse the costs of such towing up to the limits specified in the table of insurance benefits.

Rental car If in the course of its journey the vehicle could in consequence of any inoperability stemming from whatsoever reason (excluding the theft of the vehicle) not be able to continue the journey, and therefore the Insured is necessitated to interrupt his/her journey (including journey to his/her place of permanent residence), the Insurer will provide the following services: the Insurer will arrange for a rental car for at most 2 days, up to the limits stated in the table of the insurance benefits.

The insurer's service covers the reimbursement of renting, shipping and rent costs, provided that the Insured has the conditions provided by the rental car (eg embossed debit card, deposit payment, etc.) and local car rental providers have free capacity. The insurer does not undertake any additional costs related to the leased vehicle (eg returning car, highway fee, parking fee, etc.).

### Reimbursement of costs of accommodation or travelling home by train if the vehicle becomes inoperable

Travelling home or further in the case when the vehicle becomes inoperable. If in the course of its journey the vehicle could in consequence of any inoperability stemming from whatsoever reason (excluding theft of the vehicle) not be able to continue the journey, and therefore the Insured is necessitated to interrupt his/her journey (including journey to his/her place of permanent residence), the Insurer will provide the following services:

The insurer assumes the travel costs of the insured persons between the location corresponding to the original destination of the journey and the location of the insurance event (including the trip to the garage and back), or to the place of permanent residence of the insured persons, and the travel costs – of the insured or a person designated by him/her – from that place to the garage and back.

The journey may be completed using scheduled means of public transport – as chosen by the Insured – through the shortest available route. The cost reimbursement by the Insurer shall cover the price of a second class railway ticket (including extra charge or discount), up to the limit indicated in the table of insurance benefits.

In the case when the vehicle becomes inoperable imputably to an insurance event, from among the "Rental car" or the "Reimbursement of costs of accommodation or travelling home by train if the vehicle becomes inoperable" benefits only one can be claimed for.

### 7.5 Supplementary insurance covering incapacity to travel ("Cancellation of journey")

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.

In the case of concluding contract for defined period with daily premium, in consideration of the relevant specific premium the "Cancellation of Journey" supplementary coverage can be selected, which is generally applicable to all insured persons indicated in the contract thus it can be concluded for an individual traveller or in the case of a group for the entire group

The premium payable for the "Cancellation of Journey" supplementary coverage shall be 5% of the sum insured for each Insured but at most HUF 25,000.

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.

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 bereunder:

- 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.

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.

#### Insurance benefits

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.

The beneficiary will be entitled for the insurance benefit. If the policy-holder 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.

The insurance benefit will be at most the appropriate percentage of the maximum sum insured 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. 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. The insurer well 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.

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)

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

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.

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.

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. 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.

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.

### Waivers in the case of claim for insurance benefit in respect of cancelation of journey

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.

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.

#### Exclusions regarding insurance benefit for cancellation of journey 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.

#### 8. WAR, INTERNAL DISTURBANCE, NATURAL CATASTROPHE

The Insurer does not grant cover for accidents caused directly or indirectly by acts of war or civil war, or for accidents due to internal disturbances or demonstrations wherein the insured actively participated. The insured meets his/her loss prevention and loss mitigation obligation if following the outbreak of war or internal disturbance, or appearance of a natural catastrophe on the destination location, he/she therefore interrupts his/her journey and is necessitated to travel back prior to the scheduled date. In such case the insurer will after the insured's arrival home reimburse the certified expenses of travelling home, at most up to a limit of HUF 500,000. The insurer is unable to guarantee the organisation of travelling home or assume the part of the travel costs in excess of HUF 500,000. The insured is burdened with reporting obligation also in this case!

Internal disturbance, natural catastrophe happens if the media news (mass media means: newspaper, television, radio, online news channels) of the given country or the neighbouring countries report the events in general as natural catastrophe, internal disturbance.

#### 9. PREMIUM PAYMENT RULES

Premium of the insurance with **daily premium** is payable one off, whilst the premium for the **annual pass** insurance is payable either annually or half-yearly. The insurance premium is due at the contract conclusion. The insurer calculates the insurance premium on the basis of the currently valid tariff, which is determined specifically by the number of days spent abroad and the scope of insurance benefits specified in the contract. The insurer may charge additional premium in view of the age of the insured, the destination country and other supplementary covers. The payment of the insurance premium is due at the conclusion of the insurance contract, prior to the commencement of the insurance period. If the premium would not be settled before the commencement of the insurance period indicated in the proposal, then the contract will not enter into force with effect of the commencement of the insurance period. Following the occurrence of an insurance event, the Insurer will investigate the date of premium payment and the date of the loss occurrence, and will refuse the claim for compensation if the loss event occurred after the commencement of the insurance period but at that time the contractual premium has not been settled.

#### Daily premium:

In the case of a contract concluded for a defined period between 1 and 365 days with **daily premium**, the Insurer will charge daily premium. The one-off premium is due at the conclusion of the contract, prior to the commencement of the insurance period.

#### Annual premium:

In the case of **annual pass** insurance, the premium will be determined for the entire insurance period, i.e. for one year, in accordance with the extent of the coverage selected. The insurance contract will be valid for one year and coverage will be granted for staying abroad for maximum 90 consecutive days per journey, within the one year period. Within the one-year insurance period, in consideration of additional premium the 90-day period can be extended to 180, 270 or 365 days.

In the case of annual premium, the frequency of the premium payment can be annual or half-yearly; in this latter case the Insurer assesses a surcharge at 5%.

### 9.1 Rules of changing the premium payable under annual pass contracts

The insurer may apply automatic premium increase once each year. The insurer will notify the policyholder on the change in the insurance premium, before the insurance anniversary. After the premium increase, the limits specified in the terms and conditions will remain unchanged. Premiums and premium rates will in all cases be determined in consideration of the factors interfering with or impacting the given insurance benefit.

These could be the following:

- Changes in the legal rules
- Increase in the reinsurance premiums
- Significant increase in the hazards related to the events covered by the basic insurance or in any of the specifically priced perils or supplementary insurances, which significantly differ from those in the preceding years and from the plans, provided, however, that such increase is the result of circumstances unknown at the time of the contract conclusion
- Change in the exchange rate
- Change in the prices charged by external partners

### 9.2 Rules of premium refunding (in the case of contract with daily premium)

The insurer undertakes to refund the full amount of the insurance premium in that case when the **Policyholder** reports, submits, sends its written claim for premium refund together with the original insurance policy and/or proposal to that agent or organisational unit of the Insurer, where the insurance contract was concluded, latest on the workday immediately prior to the attachment of the Insurer's liability, and it can be stated beyond all doubts that the insurance contract has been concluded.

In the case of partial refund of the insurance premium, the insurer refunds the proportional part of the insurance premium for the non-utilised days, provided that the Policyholder reports such claim and concurrently submits the undamaged and complete insurance policy.

In the case of insurance contract concluded for a period of less than 15 days, partial premium refund is not an option. The first non-utilised day shall be the day when the insurance policy has been handed over, sent. In the case of partial refund of premium, the amount refunded by the Insurer will be the insurance premium pro rata as the time passing between the day following the day when the claim for premium refund was submitted and the expiry of the contract.

The report submitted by the Policyholder must in all case contain the Policyholder's written and signed declaration saying that under the contract he/she does not make any claim for indemnification or insurance benefit, the indication of the reason of cancellation, the bank account number to which the policyholder requests the remittance of the returned premium. In the absence of that, refunding will be executed by way of postal order (to the permanent residential address of the Policyholder, except if he/she indicated an alternative mailing address).

#### 9.3 Rules of rebates

#### 9.3.1 The Insurer grants rebates for families as follows

**Definition of family:** For family trips the insurance for defined period and with **daily premium** may only be concluded and the fact that a family travels together should be reported in advance at the conclusion of the contract. The criterion to be met for utilising the rebate: among the insured persons there must be a child under 14 and an adult, i.e. a person over 14. Total number of insureds can be 10. Under the family rebate, each of the adult (i.e. aged over 14) persons will receive 20% rebate.

#### 9.3.2 The Insurer grants rebates for groups as follows.

**Definition of a group:** For group trips the insurance for defined period and with **daily premium** may only be concluded. The policyholder indicates / reveals the number of insureds at the contract conclusion. If this number if at least 11, then group insurance may be concluded. The extent of the rebate is 10% irrespective of the extent of insurance benefits

#### 9.4 Additional premiums

### 9.4.1 Premium calculated on the basis of the geographical territory (See chapter titled Territorial scope of the insurance contract)

The areas covered by this insurance, the geographical scope of insurance can be within or outside Europe, outside the 20-km radius area from the insured's place of residence. Under insurance for defined period with **daily premium**, the territorial scope could be extended to territories outside Europe in consideration premium increment of 50%.

#### 10. WAIVER OF THE INSURER, EXCLUSIONS

The insurer will be waived of the payment of the insurance benefit (in its entirety or a part thereof) if it can prove that

- costs incurred following an insurance event would be reimbursed by another obligor (e.g. interstate treaty, social insurance, another insurance, liability insurance, travel insurance), except for accident insurance; if the insurer has reimbursed a loss it will be subrogated to the insured person's rights against the wrongdoer, except if he/she is a relative living in the same household;
- the insurance event was caused by the unlawful, deliberate or grossly negligent behaviour of the policyholder, the insured or his/her relative living in the same household, specifically:
  - in relation with a severe criminal act committed deliberately by the insured
  - in causal relation with the drunken or drug-influenced state of the insured
  - during driving without driver license

In the absence of any provision to the contrary, this insurance does not cover insurance events that are in relation with the following:

- direct or indirect consequences of radiation that according to the legal rules qualifies as ionising,
- nuclear energy,
- war, warlike events, civil war, internal disturbances, war between countries, terrorist actions, hostile actions of alien power, riots, actual or attempted coup against the government, insurrection, revolution, demonstration, march, strike, terrorist action, workplace disturbance, border violations, rebellion (except for the provisions stipulated in point titled Costs of accidents caused by War, internal disturbance, natural catastrophe and Terrorism),
- activities caused by biological weapon,
- mental disorder or mental disease of the insured, pharmaceutical, alcohol or drug withdrawal; drunken state of the Insured,
- insurance events occurring in relation with pregnancy (with any of its stages) after week 25,
- insurance event occurring in consequence of the diseases of the insured person, which started within six weeks prior to the start of the journey, and/or which persisted prior to the journey,
- event occurring in the course of the military service of the insured, or in the course of or in relation with the carrying or using weapons by the insured.

The insurance does not cover events occurring during the following activities, or those events whose underlying reason is partly or fully was engagement in the following activities:

- sport activity in a sport discipline where the Insured qualifies as a competitive sportsperson (except if the Active supplementary coverage is acquired, in accordance with the terms and conditions of Active coverage),
- engagement in extreme sports (except if the Active supplementary coverage is acquired, in accordance with the terms and conditions of Active coverage),
- engagement in physical work, (except in accordance with terms and conditions of Pursuing physical work abroad),
- use of any sort of weapons.

Exception from the above is when in consideration of the relevant additional premium supplementary coverage is granted, in accordance with the rules described therein.

This insurance does not cover:

- ensuing losses,
- non-material losses, restitution, any legal consequences stemming from the violation of privacy rights under the legal rules of the country where the event happened,
- any costs stemming from the fact that the Policyholder or Insured met any of their obligations stemming from this insurance contract with a delay,
- costs of measures aimed at loss prevention.

#### 11. THE INSURER'S INDEMNIFICATION OBLIGATION

#### 11.1 Submission of claim for insurance benefit

The insured/policyholder is obliged to prevent losses as much as possible and/or mitigate the extent of a loss occurred. Insurance events should be reported to the insurer immediately but latest within 24 hours. Under the the following help-line: (+36 1) 458-4484,458-4485.

Reimbursement of costs incurred in respect of losses reported after 24 hours due to actual fault on the part of the insured will be limited at maximum 300 EUR!

The insured/policyholder is obliged to furnish the insurer with comprehensive and true information, explanation regarding the circumstances of the insurance event and the insurance contract; furthermore he/she is obliged to enable the verification of the content of the report, clarification. A person who filed claim for insurance benefit shall be obliged to give comprehensive and true answers to the questions raised by the assistance service provider's co-worker on duty. The insurer's liability will not arise if the insured/policyholder would not meet his/her obligation described above and therefore material circumstances would become undiscoverable.

As regards the implementation of this present insurance contract, the Insurer is in contractual relationship with Europ Assistance Magyarország Kft. (1134, Budapest, Dévai u. 26-28.), the service provider that operates the help desk of the Insurer.

# 11.2 For the provision of the insurance benefits, the insurer/assistance service provider may request the presentation of the following documents:

- policy,
- certification of eligibility (certification of personal identity),
- detailed description of the insurance event,
- official documents concerning the insurance event (e.g. protocol taken by the police or other authority, death certificate, medical documents, invoices certifying costs incurred in respect of the insurance event).

#### 11.3 Settlement of the insurance benefit

On the basis of the claim submitted, the insurer is obliged to settle the insurance benefit within 15 days from the receipt of the last document necessary for the evaluation of the benefit, provided that the legal grounds exist and the benefit can be quantified; or send a written notice on the refusal of the claim. In the event when despite the relevant notice, documents requested by the Insurer are not submitted or are submitted incompletely, the Insurer will refuse the claim for compensation or will evaluate same on the basis of the available documents.

In connection with one insurance event the upper limit of indemnity of the Insurer might be HUF 150.000 million at most in respect of any of its contractual obligations, irrespective of the number of contracts and persons being impacted by the particular event and of the amount of benefit determined per insured and insurance event in the individual contracts.

The Insurer or Europ Assistance Service Provider undertakes to communicate with the Insured or with the person acting for the Insured by proxy in Hungarian or English language. In the case of any debate, declarations made in Hungarian language are of governing force.

In the case of insurance benefit denominated in HUF, the Insurer makes payment by way of remittance. The Insurer undertakes to make payments by postal order only to addresses within Hungary.

The Insurer undertakes to organise the delivery of services dependently upon the local circumstances and does not assume any responsibility for the incompleteness or delayed delivery of services stemming from local circumstances (e.g. quality of services).

#### 12. COMPLAINT PROCEDURE

Clients having any compliant 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:

- a) 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)
- b) electronically, sending an email to the following email address: (panasziroda@uniqa.hu)
- c) by phone, calling any of the following Call centre numbers of the Insurer: +36+1/20/30/70/544-5555)
- d) by fax ( sending it to the following fax numbers: +36-1-238-6060)
- a) 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: a) 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/bekeltetes, email address: ügyfelszolgalat@mnb.hu,or
 b 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, Szabadságtér 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@mnb.hu, website: www.mnb.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

#### 13. LAPSE

Claims stemming from insurance will lapse after 2 years. Lapse period shall be counted from the date when an insurance benefit was due.

#### 14. 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 unconcluded 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.
- 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.

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