

**Present General terms and conditions and Specific terms and conditions have been prepared in both Hungarian and English language.
In case of differences the Hungarian text shall be applicable.**

These general insurance terms and conditions (hereinafter as "General Terms and Conditions") and Specific Terms and conditions (hereinafter as "Specific Terms and Conditions") apply to the insurance contracts concluded with Európai Utazási Biztosító Zártkörűen Működő Részvénytársaság (a company listed in the Register of Travel Insurance Groups and a member of the Generali Group whose registered seat is at 1132 Budapest, Váci út 36-38., hereinafter as "Insurer") with reference to these General Terms and Conditions and Specific Terms and Conditions, unless agreed otherwise.

Matters not covered in these General Terms and Specific Terms are governed by the provisions of Act IV of 1959 on the Civil Code 1959 and the laws of Hungary in force from time to time.

I. GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

- (1) Data recovery service:** Means the organisation of the implementation and implementation of works related to the recovery of data in case of data loss of the Flash memory caused by any external physical or chemical impact (heat, freezing, fracture, deformation, leak, or other mechanical or chemical damage) or human error (deletion, formatting).
- (2) Amateur sportsman:** Means an Insured Person who is engaged in sporting activities other than as a professional sportsman if he also enters competitions (e.g., tournament, match), regardless of the nature of competition.
- (3) Auto and motor sports:**
means
(a) using any power-driven vehicles (e.g. motorcycle or motor vehicle) outside public roads or on race track,
(b) participation in any car or motorcycle race, or preparation or training for the same,
(c) use of any vehicle unauthorized for use in public road traffic,
(d) use of cross of trial motorcycle,
(e) participation in any car or motorcycle adventure trip or rally (car adventure tour also means any publicly announced car or motorcycle tour aimed at reaching the geographical point(s) defined by the organisers.)
- (4) Accident:** means any sudden one-time physical and/or chemical impact which affects the Insured Person independent of his will during the period of coverage and causes such anatomical damage, as certified by a physician, which justifies acute targeted therapeutic intervention.
The following are not considered an accident:
(a) meningitis and/or cephalitis caused by polio or tick bite,
(b) rabies,
(c) tetanus,
(d) any infection spread by humans, animals or any other living things, even if caused by any accident-like physical cause,
(e) frostbite, hypothermia, exhaustion, sunstroke, elevation or heat stroke,
(f) any occupational disease (trauma);
(g) so-called sprain accidents which do not cause fresh injury, as proven by anatomical formation, and do not necessitate acute open surgical intervention,
(h) herniated disc and other hernial diseases,
(i) where anatomical deformation in a causal relationship with a recent accident cannot be determined from the available medical records.
- (5) Insured incident:** means the scope of events upon the occurred of which the Insurer agrees to provide the serviced defined in the given chapter of these Terms and Conditions provided that none of the other circumstances limiting the coverage obligation, as specified in the insurance terms and conditions, prevail (e.g. exclusions, exemptions) and the incident(s) occur within the territorial scope and period of the insurance contract.
- (6) Insurance period:** means the period specified in the insurance policy.
- (7) Sum insured:** Means the maximum amount defined for the given type of service in the Summary of Cover and II Specific Terms and Conditions, which the Insurer undertakes to pay upon the occurrence of the Insured Incident.
- (8) Damage to property:** Means if an item is damaged, destroyed or rendered useless.
- (9) EUB-Assistance: assistance service of the Insurer which can be contacted over the telephone around the clock. Tel.: +361 465 3666, for the Autó-Extra product: +361 236 7536.**

- (10) Natural disaster:** the following are considered as natural disaster for the purposes of these Terms and Conditions: **lightning, storm, hail, rocks, rockfall, landslide, rainstorm, flood and earthquake** the occurrence of which at the given location is documented by the competent authority.

Lightning: means damage caused by: • the devastating force or heat effect of lightning or ball-lightning directly hitting the insured property, and • surge or induction caused by lightning to the insured electrical machinery, apparatus, and equipment.

Storm: means damage caused to the property by the pressing and/or suction effect of wind of at least 15 m/s speed • including damage caused by concomitant leakage through the roof disrupted by the storm.

Hail: means fractures or damages caused to the insured property by precipitation falling in the form of hailstones, and • concomitant leakage through the roof disrupted by the storm.
Rocks, rockfall and landslide: means the damage caused to the property by falling (moving) rocks, stones or land mass except if the incident is the consequence of human activity or any design, construction or maintenance error of a building.

Rainstorm: means the damage caused to property through destruction or flooding by large

amounts of water from rainstorms flowing on ground-level, including flooding caused by the drainage systems becoming inadequate.

Flooding: means the outpouring of any permanent or periodical natural or artificial watercourse, lake or reservoir water is flooding areas protected against flood, and • the impact of springs and imbibition waters caused by high water levels on the safe side of flood protection embankments. Floodplain: means the area between the bank of a river and the flood protection embankment. Unsaved flood basin: means the part of the floodplain between the bank of a river and the public road, railway or embankment built parallel with it or the border of the inner area of settlements. Damage caused by internal waters, ground water or wetting without flooding, or to residential buildings located in the floodplain or unsaved flood basin are not construed as flood for the purposes of these Terms and Conditions.

Earthquake: means the damage caused to the insured location by earthquake reaching grade five on the MSK-64 scale.

- (11) Europe –** means the parts of the following countries being part of the geographical Europe: Albania, Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Czech Republic, Denmark, United Kingdom, Estonia, Belarus, Finland, France, Greece, Netherlands, Croatia, Ireland, Iceland, Kosovo, Poland, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Germany, Norway, Italy, Portugal, Romania, San Marino, Spain (including the Canary Islands), Switzerland, Sweden, Serbia, Slovakia, Slovenia, Ukraine, Vatican City; **and** the total area of the following countries: **Cyprus, Egypt, Morocco, Turkey, Tunisia and Israel.**
- (12) European Health Insurance Card (hereinafter as "EHIC"):** means the form, in card format, introduced to the citizens of the Member States of the European Union (abbreviated as EEK/EHIC), which is used for claiming healthcare attendance during temporary stay in an EU country other than the country of nationality as well as other countries as specified in applicable legislation.
- (13) Annual pass:** means an insurance contract where the insurance period is one year from the date indicated on the insurance policy as the starting date of the insurance and, within such period, the coverage of the Insurer begins at the time of the start a given foreign trip and ends upon the end of such trip and maximum 30 days from the starting date or, only for the Európa card insurance product, 15 days. Insurance contracts of the "Annual Pass" may be contracted for persons who have not turned 70 on the first date of the coverage. The coverage also extends to the exercise of winter sports as a hobby sportsman, i.e. not competitively.
- (14) Extreme Sport:** means auto and motor sports, diving with or without breathing, mountaineering, hill-climbing, climbing of artificial walls, any kind of expedition activity, potholing, hunting, wild water kayaking and rafting, snowshoe hiking, marine kayak, hydrospeed, speedboat towed "banana", "air-chair" and tube, jetski, water-ski, wakeboard, kitesurf, surf, windsurf, sailing, mountain-bike, down-hill biking, mountain roller, mountain board, use of trial or BMX bike, out-of-track skiing or snowboarding, quad (three- or four-wheeled motorbike), bungee jumping, canyoning, use of all kinds of parachutes and gliders, base-jumping, parasailing, use of snow-mobile, combat sports, travel by aircraft without engine (either as staff or passenger), travel by aircraft with engine (either as staff or passenger) except for travelling as passenger on scheduled flights operated with official licence for air transportation and travelling on scheduled charter flights, horse-riding, winter sports, as well as the exercise of any other sporting activities which carry significant accident risk.
- (15) Manual work:** means work which requires significant physical effort or carries accident risk substantially exceeding the risk of non-manual work in an office, e.g. owing to the location or circumstances of the work. Driving vehicles is not considered as manual work. **Driving trucks or buses is not considered as professional manual work, either, except in the case of the Európa Card product.**
- (16) Flash memory (flash card):** flash memory (flash card) means any data storage devices based on the flash technology which can only be used in digital cameras, camcorders, mobile phones and as memory extensions.
- (17) Hill-climbing:** means hiking in the mountains if the Insured Person leaves the designated tourist path or the path is leading through a glacier, or the use of special equipment is justified by the road conditions (e.g. safety rope, crampons, ice axe, etc.). Hill-climbing also includes "Klettersteig" ("via Ferrata") type and other hiking on routes made passable by means of artificial aids as well as hiking above 3,500 meters above sea level. **If the above conditions apply to any section of a particular route** (e.g. a section of the route is of "Klettersteig" / "Via Ferrata" type or leads through a glacier), **then staying in all other sections of the route is also considered as hill-climbing.**
- (18) Certified medical documentation:** Medical opinion issued by a medical practitioner (if necessary, a specialist) licensed at the location of the occurrence of the insurance incident.
- (19) Professional sportsman:** Means an insured person who is engaged in sporting activities within the framework of employment or other relationship established with a sports organisation or as a private entrepreneur for the purpose of income earning, and is holding a professional sportsman's licence obtained according to the conditions of the sports association or sports federation.
- (20) Hobby sportsman:** Means an insured person who is engaged in sporting activities other than as a professional sportsman or an amateur sportsman and does not enter competitive sports activities at all.
- (21) Portable computer:** means the following for the purposes of this contract: netbook, notebook, laptop, tablet PC.
- (22) Hospital:** Means an institution providing licensed inpatient care which is recognised by the competent authority and professional supervision of the country in which the attendance is provided, and which is under permanent medical control and supervision. The following are not considered as a hospital for the purposes of this insurance even if they are engaged in hospital inpatient care: wards providing this type of service described above of nursing homes, rehabilitation centres, spas, health resorts, alcohol and drug rehab institutions or

hospital provided that the insured person received service corresponding to the type of the ward.

- (23) **Hospital inpatient treatment** is given to the person who spends the night in the hospital. Hospital inpatient treatment begins on the first day of hospitalization and ends on the last day thereof.
- (24) **Immediate relatives:** For the purposes of these Terms and Conditions, immediate relatives are the spouses, civil partner, registered civil partner, next of kin, adoptive, step and foster children, adoptive, step and foster parents, and siblings.
- (25) **Traffic accident:** Accident suffered by the insured person in connection with the progress or stopping of a moving vehicle documented by minutes taken by the police department competent at the place of occurrence if the insured person suffered the accident as a pedestrian or driver or passenger of the vehicle. The Insurer applies a different definition in relation to E) Baggage Insurance, to which the provisions of Chapter E) apply.
The following are not considered as a traffic accident:
(a) accident suffered by a pedestrian which was caused by other than any moving vehicle,
(b) accident suffered as a passenger in a vehicle which was caused by other than the progress or stopping of his vehicle or another vehicle.
- (26) **Transportation costs:** means any additional transportation costs incurred as extraordinary expense in connection with the insured incident including, particularly, if travelling by certain vehicle of mass transportation is possible only if the fare is paid once again or the original ticket is transferred and it causes extra costs or, in the case of travelling by passenger car, if any unplanned trip or the extension of the original route leads to extra costs in terms of fuel and tolls. Payment by the Insurer may apply for one of the following modes of transportation: scheduled train (2nd class) or bus ticket or flight on economy class, or the transfer costs thereof, or the fuel cost of the passenger car (based on invoice and max. 10 l/100km) and toll-like expenses (e.g. motorway sticker only for the duration of the given unplanned trip and based on the invoice).

In case of return travel to home from abroad, the Insurer undertakes to pay the extra transportation costs only if returning home by the insured person could have been arranged by passenger car or any means of public transport within the term of the insurance contract but it was impossible solely because of the occurrence of the insured incident.

- (27) **Abroad:** means the territory of any country **outside the country of residence, except if the insured person is a citizen of the given country.** As regards the citizens of a Member State of the **European Union**, with the exception of Hungarian citizens, the country of nationality is also considered abroad for travels **up to 30 days**, except if the insured person is permanently domiciled in the country of nationality. **For the purposes of the insurance contract, the territory of foreign representations is not considered as the territory of the represented state but as the territory of the country on whose territory it is geographically located.**
- (28) **Foreign travel:** Means travel which starts from the territory of the country of residence, whose destination is clearly the territory of a foreign country, and which is completed by return travel to home from the given foreign country to the country of residence.
- (29) **Country of residence:** Means Hungary or, if the permanent residence of the insured person is not Hungary but the territory of a country neighbouring Hungary, except for Ukraine, then the country of permanent residence.
- (30) **Air disaster:** means when the insured person is staying as a passenger on-board of an aircraft officially licensed to provide scheduled air transport service and the aircraft crashes or crash-lands after take-off.
- (31) **Online contracting system:** means any electronic contracting applications used or approved by the Insurer which are suitable for concluding travel insurance by electronic means. The Insurer issues an insurance policy of the insurance contract concluded by using the online contracting system.
- (32) **Medical practitioner:** Means a person holding human medical diploma certifying expertise required for the nature of the particular treatment who qualifies as medical practitioner according to the official requirements of the location where the service is provided, who is holding the official licences, issued by the authority and/or professional supervision competent for the location where the service is provided, required to provide the particular type of healthcare service and is listed in the national register of medical practitioners at the location where the service is provided. **For the purposes of the insurance Terms and Conditions, a relative of or any person living in the same household with either the Insured person or the Beneficiary or any person in connection with whose state of health the insured incident occurred is not considered a medical practitioner even if he meets the above criteria.**
- (33) **Medical attendance:** Means healthcare attendance provided by a medical practitioner.
- (34) **Medical opinion:** means a written medical documentation which includes the diagnosis, the date and detailed descriptions of the medical treatment, the findings of the tests made (for imaging tests, their description) as well as a clear indication of the institutions and medical practitioners providing the medical service.
- (35) **Successive damages:** Successive damages are considered as a single insured incident. For the purposes of this contract, successive damages means where more than one liability for damages arises from one behaviour of the insured person which causes the damages provided there is a causal relationship between the reason (conduct of the insured person) and the effects.
- (36) **Emergency (medical) care:** means the medical care confirmed by a certified medical opinion which is used by the person concerned for one of the following reasons:
(a) if the lack of immediate medical care is expected to jeopardise a person's life or physical safety, or cause irreparable damage to the health or physical well-being of a person,
(b) if a person needs immediate medical attention based on the symptoms of the person's disease (examination, bleeding, acute infectious disease, high fever, vomiting, etc.),
(c) if a person needs immediate medical attention owing to a serious healthbeat which occurred during the term of the insurance,
(d) if a person needs immediate medical attention as a result of an accident.
- (37) **Summary of cover:** means section 11(6) of I General Terms and Conditions, which contains, for each product, the maximum amount of the sum insured in respect of each service.
- (38) **Winter sports: skiing, snowboarding, sledding, ice skating, use of snowmobile and snowrafting.**
- (39) **Terrorist activity:** means any violent act, act threatening with violence or act dangerous to human life or tangible or intangible property or the infrastructure, which takes stand in favour any political, religious, ideological or ethnic goal or is directed at or is capable of influencing any government or filling the society or any part thereof with fear.

2. DEFINITION OF SPECIAL PRODUCTS AND ADDITIONAL SERVICES

- (1) **TENGERPART NÍVÓ, TENGERPART TOP, TENGERPART EXTRA (SEASIDE NÍVÓ, SEASIDE TOP, SEASIDE EXTRA):** the Insurer undertakes to provide, in respect of Tengerpart Nívó, the services of the Nívó product, in respect of Tengerpart Top, the services of the Top product and in respect of Tengerpart Extra, the services of the Top Extra product, as well as the following additional services:
(a) the Insurer covers amateur non-competition sporting activities in the following sports: diving with or without breathing apparatus up to 40 metres water depth, surfing, kitesurfing, windsurfing, motor boat towed "banana", "air-chair" and rubber tube, water skiing, sailing, marine kayaking, jet skiing, quad, parasailing (parachute towed by speedboat),
(b) the Insurer also covers the diving, surfing, kitesurfing, windsurfing, water skiing and sea kayaking equipment as described in the II E) Baggage Insurance chapter,
(c) "Hotels and camping liability insurance" up to the amount included in the Summary of cover,
(d) "Beach theft protection plus" as set out in the II E) Baggage Insurance chapter,
(e) hyperbaric chamber treatment abroad according to the terms and condition of Chapter II A),
(f) continuation of emergency medical treatment and treatment in a hyperbaric chamber after returning to Hungary: the Insurer undertakes to provide the services described in Section 3 of Chapter II A) with respect to the following branches of sport: diving up to 40 meters water depth, water skiing, single-handed and offshore sailing, jet skiing.
- (2) **AIR HOLIDAY TOP, AIR HOLIDAY EXTRA:** the Insurer undertakes to provide, in respect of the Air Holiday Top product the services of the Top product, in respect of the Air Holiday Extra product the services of the Top Extra product, as well as the following additional services according to the terms and conditions of the II D), E), G) and H) chapters:
(a) extended baggage insurance in case of damage to air baggage,
(b) delayed service abroad and when arriving home,
(c) missing of flight owing to a traffic accident,
(d) air disaster insurance,
(e) The Insurer covers the following:
– amateur sporting activities in the following branches or sport: diving with or without breathing apparatus up to 40 metres water depth, surfing, kitesurfing, windsurfing, motor boat towed "banana", "air-chair" and rubber tube, water skiing, sailing, marine kayaking, jet skiing, quad, parasailing (speedboat towed parachute) and hunting,
– diving, surfing, kitesurfing, windsurfing, water skiing and sea kayaking equipment as described in the II E) Baggage Insurance chapter,
(f) hyperbaric chamber treatment abroad according to the terms and condition of Chapter II A),
(g) refund for healthcare treatment not covered by the NHIF in Hungary as follows: continuation of emergency medical treatment and treatment in a hyperbaric chamber after returning to Hungary: the Insurer undertakes to provide the services described in Section 3 of Chapter II A) with respect to the following branches of sport: diving up to 40 meters water depth, water skiing, single-handed and offshore sailing, jet skiing.
- (3) **EURO 30 PRAKTIKUM:** the Insurer undertakes to provide the services of the "Euro 30" product features they undertake, and also provides cover for **manual work** performed within the framework of **work experience organised by educational institutions** in a proven manner and also provides professional third party liability insurance in respect of the work experience subject to the terms and conditions of the II J) Third Party Liability Insurance chapter.
- (4) **MESTER (MASTER):** the Insurer provides the services of the Nívó product but the cover also extends to incidents in connection with the **manual work** carried out by the insured person, **except for the following activities:**
– working at height exceeding 10 meters above ground level or underground,
– working on any aircraft,
– any work related to nuclear energy or highly toxic substances,
– acrobats, strongmen and activities related to the caring for or supervising wild animals,
– security, law enforcement or military type tasks and activities involving the use or possession of any weapon,
– work associated with the extraction and research of raw materials,
– work carried out beyond the 200 km radius around any inhabited settlement.
- (5) **SÍ-SZTÁR (SKI STAR), SÍ-PROFI (SKI PRO), SÍ-EXTRA (SKI EXTRA):** the cover provided by the Insurer **also extends to the exercise of winter sports other than competitively.** The Insurer undertakes to provide **in respect of the Sí-Sztár the services of the Nívó product, in respect of the Sí-Profi, the services of the Top product, and in respect of the Sí-Extra, the services of the Top Extra product,** as well as the following additional services up to the limits defined in the Summary of cover and the terms and conditions of the II Specific Terms and Conditions chapter:
(a) the cover provided by the Insurer also extends to the winter sports equipment;
(b) refund of the price of ski pass unused owing to accident or hospitalization for illness;
(c) third party liability insurance for personal injury caused by the insured person to third parties in doing winter sports.
- (6) **EURÓPA KÁRTYA (EUROPE CARD):** Travel insurance product of the annual pass type, in respect of which:
(a) **the cover provided by the Insurer end maximum 15 days after the start of a trip abroad within the insurance period,**
(b) **the Insurer applies limitations based on the number of insured incidents as set out in point (c) of Section I.11.2,**
(c) **the Insurer does not undertake to cover for incidents occurring in relation to the driving of trucks or buses or the loading of trucks.**

3 SUBJECTS OF INSURANCE CONTRACTS (INSURER, THE POLICYHOLDER, INSURED PERSON AND BENEFICIARY)

- (1) **Insurer means Európai Utazási Biztosító Zrt.,** who bears the insurance risk against the payment of insurance premium and undertakes to provide the services defined in the Summary of cover and the Specific Terms and Conditions provided that the legal basis prevails.
- (2) **Policyholder** means the party who enters into the insurance contract and pays the insurance premium.
- (3) **Insured person** means the natural person in respect of whom the contract is concluded for incidents in connection with the life, health status, activities during foreign travel, baggage or vehicle of such person provided that the person is a **Hungarian or a foreign citizen, and such person**
(a) **has his permanent residence in the territory of Hungary and is insured in the statutory Hungarian health insurance scheme (has a valid social security number), or**

- (b) **has his permanent residence in the territory of a country bordering Hungary other than the Ukraine and has compulsory health insurance or entitled to healthcare treatment there. In this case, the territorial scope of the insurance does not cover the territories of Hungary and the country of permanent residence of the Insured Person however the Insurer undertakes the services concerning the repatriation of the Insured Person or his relative to the country of permanent residence of the Insured Person instead of Hungary.**
- (4) **Beneficiary** means the person who is entitled to the insurance service. The Policyholder may designate a Beneficiary, or change the Beneficiary, with the written consent of the Insured Person. The written statement designating or changing the Beneficiary must be submitted to the Insurer. The designation of the Beneficiary expires if the Beneficiary dies before the insured incident occurs.
- The Beneficiary of service due in the life of the Insured Person is the Insured Person unless another beneficiary is designated in the contract. In case of the death of the Insured Person, the Beneficiary is an heir of the Insured Person unless another Beneficiary is designated or the designation of the Beneficiary has ceased to have effect or is invalid.
- Solely for the purposes of the II E) Baggage Insurance chapter, the Beneficiary is the Policyholder of the insurance contract if the invoice on the purchase of the relevant baggage as new was issued to the non-natural person Policyholder.

4. FORMATION OF INSURANCE CONTRACTS (CONCLUSION OF INSURANCE CONTRACTS)

An insurance contract is concluded by the Insurer's acceptance of the Policyholder's offer and is certified by the insurance policy. The conclusion of the insurance contract is subject to that the Insured Person is staying outside the territory of the country of residence (see section I.1(29)) at the time the contract of concluded, except for the following cases:

- **if the Insured Person is staying**, the insurance contract is validly concluded only if all of the following conditions are fulfilled:
- the Insured Person is under insurance cover from the start of his trip abroad to date of the entry into force of the insurance contract to be concluded on the basis of an insurance contract previously concluded with the Insurer and no insured incident occurred during this period, and
 - the Customer Care Office of the Insurer (1132 Budapest, Váci út 36-38. Tel: 36-1-452-3580, Fax: 36-1-452-3312, E-mail: ugyfelszolgalat@eub.hu) authorized the conclusion of the insurance contract in writing. The application for approval must be submitted to the Insurer at least 2 business days before the starting date of the requested insurance.

5. ENTRY INTO FORCE OF THE CONTRACT AND BEGINNING OF COVER

- (1) **The Insurer considers valid only offers submitted to it via the online contracting system.**
- (2) The insurance contract enters into force at the time specified in the insurance contract/policy as the beginning of the insurance provided that the total amount of the insurance premium has been previously paid to the cash-desk or credited to the account of the Insurer (or its agent or representative) in a provable manner, and ends on until the expiration date indicated in the contract/policy.
- (3) **If the date specified as the beginning of cover is the date on which the insurance premium is paid, then**
- the exact time (hour, minute) of such payment of the premium must also be included in the insurance contract or policy. **If the contract or the policy does not indicate the exact time (hour, minute) of premium payment the cover of the Insurer will start not earlier than 0 o'clock of the day immediately following the payment of the premium;**
 - the cover of the Insurer starts immediately after the payment of the premium only in respect of traffic accidents respectively, for all other types of incidents, the cover of the Insurer starts no earlier than after the passing of 3 hours of the starting time specified in the policy.**
- (4) **For the Euro 30 and Euro 30 Praktikum products, the minimum duration of the insurance period is 20 days.**
- (5) **The latest starting date of cover is 365 days from the conclusion of the insurance contract.**
- (6) **The insurance contract lasts until the expiration date specified in the insurance contract and not more than 365 days from the date of the entry into force thereof.**
- (7) **" +1 day gift" (for insurance of at least 3 days term):** means service for the extension of the cover, under which the Insurer undertakes to extend the insurance period with one additional day beyond the expiry date specified in the insurance policy (but, within the same, only until the time of arriving back to the territory of the country of residence) if the return travel to home of the Insured Person is unexpectedly delayed in a provable manner for one of the following reasons occurring during the last two days of the period of the insurance contract:
- the vehicle which the Insured Person is travelling with suffers a traffic accident,
 - the competent authority ordered an unexpected roadblock, aviation ban, circuit or shipping ban on the route home due to extreme weather conditions or natural disaster,
 - arrival is moved beyond the duration of the contract owing to the delay or cancellation of the scheduled flight used for travelling home, where the scheduled arrival of the flight to the destination in Hungary is within the duration of the insurance contract,
 - strike on the route of travel home which blocks traffic in a provable manner and results in that travel home, which was originally scheduled within the duration of the insurance contract, moves beyond the duration of the contract specified in the policy.
- The Insured Person is entitled to extend the duration of the insurance contract as above only in case he started to travel home during the original period of the insurance contract and travel home is completed without delay after the reasons of the delay are cleared.
- (8) **The cover of the Insurer starts at the time the contract enters into force, except for the annual pass type contracts where the cover of the Insurer starts at the time the relevant trip abroad is commenced within the insurance period.**

6. CASES OF TERMINATION OF THE CONTRACT

The contract terminates in the following cases:

- upon the expiry specified in the insurance contract,
- upon the death of the Insured Person,
- if the Policyholder claims a refund of premium, on the day the claim for premium refund is submitted or at the time which is the start of the period in respect of which the Insurer refunds the premium.

7. RESTRICTIONS DEPENDING ON THE AGE OF THE INSURED PERSON

- For the purposes of the insurance contract, the age reached on or before the first day of cover applies.
- For ages between 70 and 80, the cover of the Insurer extends only for the first 30 days of the given trip abroad and 100% "age surcharge" is added to the insurance premium.
- "Top Extra", "Air Holiday Extra", "Si-Extra" and "Tengerpart-Extra" products as well as contracts for any annual pass may not be concluded for persons who have turned 70.
- If the Insured Person has turned 80, insurance contract for such person may only be concluded for a Nívó product and the cover of the Insurer extends only for the first 15 days of one given trip abroad and only within the territory of Europe. In this case, 150% "age surcharge" is added to the insurance premium.
- "Euro 30" and "30 Euro Praktikum" products may be purchased only for persons under 30 years of age.

8. GEOGRAPHICAL SCOPE OF THE INSURANCE

- The geographical scope of the insurance contract extends – without surcharge – to **abroad, including Europe outside the borders of Hungary or the country of residence (as defined in I.1.(29)).**
The geographical scope of the Euro30, Euro30 Praktikum, Si-Sztár, Si-Profi, Si-Extra and Európa Kártya products may not be extended beyond Europe (even against the payment of surcharge).
- The scope of the insurance contracts extends also to the territory of countries out of Europe provided that the Policyholder pays surcharge (except products listed in paragraph (1)):
(a) against the payment of 50% Világ 1 (World 1) surcharge: Non-European countries except the territory of countries geographically located in the Americas, and Australia and New Zealand. (Remark: The cover of the Insurer extends to the territory of the Russian Federation against payment of the Világ 1 surcharge.)
(b) against payment of 70% Világ 2 (World 2) surcharge: in addition to the countries listed in point (a), the geographical scope of the insurance also extends to states geographically located in the Americas, and Australia and New Zealand.
- Solely in respect of a **traffic accident** occurring during the trip abroad of the Insured Person, the cover of the Insurer also extends to incidents occurring in the territory of the country of residence in regard to the following services:
– in Section II. D) Accident Insurance: accidental death, accidental disability,
– in Section II. E) Baggage Insurance: services undertaken in connection with traffic accidents.
- The **geographical scope of insurance contracts does not extend to the territories of countries or regions** which, on the first day of the cover or the date of entering the given country/territory, are on the **list of target countries or regions which are not recommended for travel by the Ministry of Foreign Affairs of Hungary** (see at <http://konzuliszolgalat.kormany.hu/utazasra-nem-javasolt-tersegsek>).
- The geographical scope of the insurance contract **does not extend to the territory of the Antarctica.**
- The geographical scope of the insurance contract **does not extend to the country(ies) of the nationality of the Insured Person except for the citizens of the European Union**, in which case the geographical scope of the insurance also extends to the country of nationality for travels **not exceeding 30 days**. The territorial scope of the insurance does not extend to the territory of Hungary and that of the country of residence even in this case.
- As regards the **"Flash Doctor"** data recovery insurance, the geographical scope of the insurance also covers insured incidents which occur in the territory of Hungary.
- The scope of the **Autó-Extra** product also extends to the territory of the following countries being part of geographical Europe: Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Czech Republic, Denmark, United Kingdom, Estonia, Finland, France, Greece, Netherlands, Croatia, Ireland, Poland, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Monaco, Montenegro, Germany, Norway, Italy, Portugal, Romania, San Marino, Spain, Switzerland, Sweden, Serbia, Slovakia, Slovenia, Ukraine, Turkey and Vatican City.

9. RIGHTS AND OBLIGATIONS OF THE SUBJECT OF THE CONTRACT

9.1. Data Protection and Confidentiality

- To attend its obligations, the Insurer is entitled to process such data of its clients qualifying as insurance secret which are related to the insurance contract, its conclusion, registration and the services. The purpose of data processing can only be such which relates to the conclusion of the insurance contract, its modification or keeping in the portfolio as well as evaluating claims arising from the insurance contract, or any other purpose specified in the Insurance Act. The policyholder, the insured person, the beneficiary, the claimant and any other persons entitled to the service of the insurer are considered as clients of the insurer. For the purposes of the provisions of data protection, any person who makes an offer for contract is also considered as a client. The insurer may process data concerning the client's health status only with the written consent of the data subject.
- If the client discloses such data to the insurer when concluding the contract, the insurer may, beyond the data processing purposes above, process the client's telephone number as personal data in order to send the key data of the insurance (policy number, start and end of the cover, etc.) by means of SMS to the telephone number provided after the conclusion of the insurance contract. The provisions of paragraphs (3) to (6) duly apply to data processing concerning telephone numbers. **By providing the telephone number to the insurer and accepting these insurance terms and conditions, the Contracting Party consents to the Insurer processing the telephone number as personal data for the purposes specified above.**
- Insurance secret comprises all of the data – other than classified information – in the possession of insurance companies, reinsurance companies, insurance intermediaries and insurance consultants which pertain to the particulars, financial situation or business affairs of their clients (including claimants), and the contracts of clients with insurance companies and reinsurance companies.
Insurance secret comprises the following data:
– personal data of the clients of the insurer;
– insured property and its value;
– sum insured;
– data relevant to health status;
– amount of the sum insured and time of its payment;
– all significant facts and circumstances relevant to the insurance contract, its conclusion and registration, and the service.

(4) The insurer is entitled to process personal data and the data directly related to health status processed by it during the life of the insurance relationship and as long as any claim can be asserted in connection with the insurance relationship. The insurer is entitled to process personal data relating to any frustrated insurance contract as long as any claim can be asserted in connection with the frustration of the contract. The insurer must delete all personal data relating to its current or former clients or to any frustrated contract or data directly related to health status in connection with which the data in question is no longer required or the consent of the data subject to processing is not available, or if it is lacking the legal grounds for processing such data.

(5) Unless otherwise provided by law, the owners, managers and employees of the Insurer and all other persons having access to insurance secrets in any way or form during their activities in insurance-related matters are required to maintain professional confidentiality with no time limit whatsoever. Insurance secrets may only be disclosed to third parties

- under the written consent of the client of the insurer to whom they pertain or his legal representative, precisely specifying the insurance secrets that may be disclosed,
- if there is no legal confidentiality obligation under Act LX of 2003 on Insurance Companies and Insurance Activities.

The list of organisations in respect of whom the insurer is not subject to confidentiality obligation is included in the Client Information.

The following are not considered a violation of insurance secrets:

- disclosure of summarised information from which the clients and/or the specifics of their business cannot be identified;
- disclosure of information, other than personal data, to the minister for legislative purposes and in connection with the completion of feasibility studies;
- data supply to comply with statutory provisions relating to consolidated supervision and supplementary supervision.

Data transfer to an insurer in a Member State or data processing organisation in a Member State (Member State data processor) is considered as if the data transfer took place within the territory of Hungary.

(6) The Company must supply information to the given client, upon request, on his data kept in the records of the Insurer, the purpose, legal basis and duration of data processing, the name, address and registered office of the data processor and its activities related to data processing, as well as on who receive or have received the data and for what purpose. Act may prohibit supplying information on data transfer. The Company must enter any data corrections initiated by the given client in its records. As regards data which can be associated with a deceased person, the rights of the data subject may be exercised by the heir of the deceased person or the entitled person named in the insurance contract.

9.2. Liabilities Related to Taxes

In connection with the commitments arising from insurance contracts, the Insurer is authorized to provide compensation in the settlement of any insurance claim for the value added tax charged for services required for repairs or for eliminating the consequences of damages incurred (such as the costs of materials, repairs, renovations and other similar services subject to value added tax) if verified by invoice, and if the invoice indicates the amount of value added tax charged, or if it contains sufficient information for having the amount of value added tax calculated.

9.3. Damage Prevention and Mitigation Obligations of the Insured Person

(1) When carrying out and activities, the Insured Person must act with the generally expectable care and attention.

(2) In case of an accident or occurrence of symptoms of illness, he must seek medical assistance within 1 day at the latest and continue the medical treatment until the end of the healing process. The Insured Person must act in cooperation with the Insurer throughout the medical treatment, taking into account the medical indications.

In critical cases, assistance must be requested from the local emergency coordinating centre by calling the medical emergency number commonly used in the place of occurrence.

(3) The Insured Person must take the medical preventive measures required by the National Public Health and Medical Officer Service in the territory of the travel and, in doing so, take the required vaccinations and preventive medications in proper time and dosage and in a provable manner. At the request of the Insurer, the Insured Person must submit as evidence e.g. the photocopy of the vaccination book, certificate of buying the medication or other document.

(4) The Insurer does not refund the costs of activities aimed at preventing damage.

10. INSURANCE PREMIUM

10.1. Calculation of the Insurance Premium

The insurance premium is the consideration of the cover provided by the Insurer. The amount of the insurance premium is included in the insurance contract. The insurance premium is calculated by taking into account the schedule of tariffs of the Insurer in force at the time of the conclusion of the contract, the age of the Insured Person, the insurance period and the services and geographical scope of the insurance.

10.2. Payment of the Insurance Premium

(1) The insurance contract is made with one-time premium payment. The premium is payable at the conclusion of the contract.

(2) The Policyholder fulfils his obligation to pay the insurance premium when the insurance premium is paid to the cash-desk or credited to the account of the Insurer or its representative (agent).

(3) The Insurer may grant discount from the insurance premium as follows:

(a) In case of the **"Child discount"**, the rate of the discount is 50%. The discount is available with respect to children who have not turned 18 on the first day of the cover. In this case, the **sums insured** specified by the Insurer **are reduced by 50% except for the services of the "II A) Medical assistance and insurance"**;

(b) The discounted tariff named **"Family Discount"** is available to maximum three children who have not turned 18 on the first day of the cover and maximum two adults who travel together with them and have not turned 70 on the first day of the cover. Insurance contract by using the "Family discount" may be concluded for trips abroad of up to 30 days of continuous term. In this case, **Insured Persons under 18 years of age are eligible for 50% of the sums insured** except for the services of the "II A) Medical Assistance and Insurance" chapter.

(c) The discounted premium named as **"Group discount"** is available to not less than 10 persons who travel together for the same period and purchase the same insurance product and, in this case, the insurance contract may be concluded for trips abroad of up to 30 days of continuous term.

(d) Premium discount is available with respect of an insured person within the

framework of one given contract only under one legal title, and the various premium discounts may not be combined.

(e) The "Child discount," "Family discount" and "Group discount" are not available for **the following products: annual pass type insurance contracts, "Euro30", "Euro30 Praktikum", "Mester", "Autó-Extra" and "Flash Doctor"**.

(4) **"Sport Extra" surcharge:** In return for the payment of the Sport Extra surcharge, corresponding to 50% of the premium Nívó, Top, Top Extra, Air Holiday Top and Air Holiday Extra products, and **up to 80 years of age**, the Insurer also provides cover during the exercise of the following **extreme sports activities as a hobby sportsman** (in a non-competitive manner):

a) it provides cover in the geographical territory of Europe, with the exception of the successor states of the Soviet Union: rock climbing, mountain climbing, artificial wall climbing, rafting, snowshoe hiking, whitewater rafting, canyoning, hydrospeed, mountain bike (except for downhill), use of trial and BMX bikes;

b) in return for the payment of the "Sport Extra" surcharge, the Insurer provides cover in all countries of the world **with respect of Insured Persons who have not turned 70 yet** for the following activities: diving with or without breathing apparatus up to 40 meters water depth, jet skiing, water skiing, use of wakeboard, motor boat towed parachute (parasailing), motor boat towed "banana", "air-chair" and rubber tube, hunting, use of snowmobile, quad (three- or four-wheeled motorbike) use, kitesurf, surf, windsurf, sailing, marine kayaking, horseback riding and winter sports exercised **also in a competitive manner however only for those sports which are not listed among extreme sports and which are not winter sports.**

The Insurer also undertakes the following services against the payment of the Sport Extra surcharge:

– the cover involves any **sports equipment** in accordance with the E) Baggage Insurance) chapter,

– it provides **healthcare services available in the country of residence** as provided for in Part 3 of Chapter II A);

– within the framework of the II B) 7 **Search for the Insured Person service**, the Insurer also bears in respect of the Insured Person the costs of search and rescue by the competent local mountain or water rescue service and the costs of helicopter rescue reasonably ordered by them **subject to the deduction of own risk corresponding to 10% of the total cost and at least 10% if the search and rescue of the insured person is necessary not because of an accident requiring emergency attendance but because the insured person is unable to reach the closes safe location (e.g. public road, shelter or settlement) on his own compared to the departure on the given date owing to unexpectedly deteriorated weather conditions or low physical condition or other health problems** and, therefore, there is a risk of health damage and the locally competent mountain or water rescue service launches rescue in favour of the Insured Person to prevent health damage.

10.3. Refund of Premium:

The Policyholder may claim a premium refund in the following cases:

(1) The Insurer undertakes to refund **the total amount** of the insurance premium if all of the following conditions are met:

– the Policyholder submits its written claim for premium refund to the organisational unit of the Insurer or its agent where the insurance contract was concluded **no later than on the day before the start of cover**,

– the Policyholder simultaneously delivers to the given organisational unit all original and duplicate copies of the insurance policy in full or, in case of online contracting, it can be concluded beyond doubt that the insurance contract was concluded.

(2) **With the exception of the "Európa Kártya" and the "Autó Extra" products and insurance contracts of maximum 3 days' cover, the Insurer** also undertakes to refund a **part** of the insurance premium. This requires meeting all of the following conditions:

– the Policyholder submits its written claim for premium refund to the organisational unit of the Insurer or its agent where the insurance contract was concluded **before the expiry of the insurance contract**,

– the Insured Person(s) and the Beneficiary(ies) declare in writing that no insured incident occurred during the term of the insurance contract and that they do not wish to enforce a claim against the Insurer for services based on the given insurance contract,

– the Policyholder delivers, simultaneously with the submission of the claim, all original and duplicate copies of the insurance policy in full or, in case of online contracting, it can be concluded beyond doubt that the insurance contract was concluded.

If case of partial premium refund, the sum **refunded by the Insurer** is the **insurance premium due** from the date following the date on which the claim for refund is submitted until the date of the expiry of the insurance contract **less 10% administration fee, except** for the following cases:

– if the insurance contract was made for **"Euro 30" or "30 Euro Praktikum"** the products, the Insurer undertakes partial premium refund for the period starting no earlier than from the 21st day of cover and ending upon the expiry.

– In case of **"Annual pass"** type products (excluding the Európa Kártya), the Insurer undertakes premium refund after the start of the insurance period only if a period not exceeding 50 days passed from the insurance period. In this case, the Insurer refunds 50% of the total premium.

– **When using the "Family" and "Group" discount, the premium cannot be divided and the Insurer undertakes premium refund only for all insured persons jointly on condition that the above conditions are met for all affected persons.**

(3) If the Insurer issues a **written document confirming the validity** of the given insurance contract at the request of the Policyholder or the Insured Person then **no premium refund may be claimed for the given insurance** except if the Policyholder claim a premium refund because the occurrence of the insured incident became impossible before the start of the cover of the Insurer or the insurance interest ceased, and the Policyholder or the Insured Person proves the same to the Insurer.

(4) If an insurance contract is made simultaneously and under the same policy number for the **"Storno Kombi"** product, covering inability to travel (cancellation) and interruption of travel, and one of the travellers insurance product specified in this chapter, then the **Insurer undertakes premium refund** with respect to the travel insurance product **at the earliest from the date when the travel service insured with the cancellation insurance is cancelled at the tour operator in a provable manner.**

11. SERVICE PROVIDED BY THE INSURER

(1) On the basis of the insurance contract, the Insurer provides the services defined in the Chart of Services and the specific conditions if the event insured has occurred and been notified provided that the legal basis prevails.

(2) The Insurer provides the services in respect of one Insured Person during the insurance period or the total duration of the given foreign trip only for the products specified in the insurance contract or policy and up to the maximum service amounts specified in II. Specific Terms and Conditions (see paragraph (4)), except for the following cases:

(a) If the **child discount** and the **family discount** are used, **the service amounts** defined in the Chart of Services and II Specific Conditions are **reduced by 50% in respect of Insured Persons under the age of 18, with the exception of the sums insured in the II "A) Healthcare Assistance and Insurance" chapter, to which the reduction does not apply.**

(b) **for the Air Holiday Top and Air Holiday Top Extra annual pass type products, the Insurer provides service for maximum two insured incidents per service type during the one-year insurance period in respect of the II Specific Terms and Conditions "E) Baggage Insurance, "F) Delay of Baggage", "G) Flight Delay", "H) Missed Flight Due to Traffic Accident" and "K) Hotel and Camping Third Party Liability Insurance" services,**

(c) **in case of the Európa Kártya annual pass type product, the Insurer provides service for maximum two insured incidents during one insurance period. If claims for service related to several incidents are submitted to the Insurer with regard to an insurance period, the Insurer will provide service in the order of the receipt of claims for service and for the two incidents reported first.**

(3) The Beneficiary may use services without an upper limit only once within the period insured or the entire duration of the given travel abroad. If more than one insurance contract is concluded with the Insurer for the duration of one foreign trip, the above limitation applies jointly to all contracts and the entire duration of the foreign trip, regardless of the number of insurance contracts and insured incidents, provided that this limitation of a condition of the contracts involved as well.

(4) The Specific Terms and conditions of this insurance contract may include additional service ceilings as well.

(5) If certain service from the services listed below is not listed in connection with a given product with the concrete amount or the "without limitation" or "service" mark, then the Insurer does not undertake the given service with respect to that given product.

(6) **Summary of Cover** (page 6.)

(7) The ceiling of any and all contractual obligations of the Insurer in relation to an insured incident under any legal title is maximum 300 million Forints, regardless of the number of contracts and persons affected by the given incident and the service amounts specified in the individual contracts for each Insured Person or incident.

(8) Language of Communication

The Insurer and EUB-Assistance undertakes communication **with the Insured Person or the person acting on behalf of the Insured Person in the Hungarian or English** languages. In case of any dispute the declarations made in the Hungarian language prevail.

(9) The Insurer undertakes organisation of services only subject to the local conditions, and does not accept responsibility for any deficiencies (e.g. treatment standards) or late treatment arising from the local conditions or service level.

12. TERMS AND CONDITIONS OF THE INSURER'S SERVICE

12.1. Reporting Insurance Incidents. Obligation to Cooperate and Inform

(1) The Policyholder or the Insured Person must report the occurrence of an insured incident to EUB-Assistance as soon as possible and within 12 hours at the latest.

(2) Except for services related to the elimination of immediate life-threatening medical interventions, the Insurer undertakes to provide the services only if the insured incident was reported as described above, the documents required to evaluate the service claim are submitted to EUB-Assistance and EUB-Assistance approves the provision of the services.

(3) **Exception** from paragraph (1) and (2): As regards the services described in the "**E) Baggage insurance**", "**F) Delayed baggage (abroad)**", "**G) Flight delay abroad and when arriving home**" and "**H) Missed flight due to traffic accident**" chapters, the insured incident must be reported to the Customer Service Office of the Insurer (1132 Budapest, Váci út 36-38., E-mail: karrendezes@eub.hu, tel.: (1) 452-35-80, fax: (1) 452-33-12, current forms can be downloaded from www.eub.hu) within 30 days of occurrence by submitting the documents required as a condition for providing the service.

(4) The Insurer is not be obliged to provide a service if conditions significant from the perspective of the Insurer's obligation impossible to investigate owing to the conduct of the Policyholder or the Insured Person as follows:

(a) they do not report the occurrence of the insured incident as described above,

(b) they do not provide the information necessary to evaluate the service claim and provide the services or does not assist in obtaining the required information or does not allow verification of the content of information,

(c) when the report is made, the contents of the declarations they make differ from the contents of official documents and other information at the disposal of the Insurer,

(d) they submit untrue data to the Insurer.

(5) If the declarations of the Policyholder respectively the Insured Person given to the Insurer differ unreasonably or the reasonable or factual cause of the difference is not justified, then the Insurer will accept as real the declaration made earlier.

12.2. Documents Required to Provide The Service

The obligation to submit documents to the Insurer burdens the Policyholder, the Insured Person or the Beneficiary (hereinafter the "client"), except in case of illness or accident where EUB-Assistance undertakes to obtain the medical opinion prepared in connection with it and other cases where the Insurer notifies the client that it will obtain documents from third parties.

If the Insurer or EUB-Assistance assumed to obtain the documents the Insurer may request consent of the client or his legal representative to forward insurance secret to third parties and to

disclose data (in the form required by the given data supplier) as a condition to provide the service where the third parties issuing the requested documents (e.g. authority, physician, hospital) make the release of the documents subject to the presentation of a declaration of consent. If the third party does not release the requested documents to EUB-Assistance within the requested time limit, the Insurer or EUB-Assistance inform the client thereof and notify him that the client is obliged to obtain the documents for the above reason.

When submitting a service claim, the documents listed below and, depending on the type of service, the documents specified for each service in section II Specific Terms and Conditions must be presented:

(1) original copy of the insurance policy,

(2) **service claim form** made available by the Insurer and fully and truthfully filled out and signed by the beneficiary or his proxy,

(3) in case of organised tours, **the minutes taken by the representative of the travel agency** on the occurrence of the insured incident and the circumstances thereof respectively, in case of trips or professional expertise organised by educational institutions, **certificate issued by the representative of the organising educational institution** on that the trip/expertise was organised by the institution and the minutes on the circumstances of the insured incident,

(4) all travel documents related to the foreign trip (tickets for the entire trip (air, bus, train and boat tickets), boarding passes, fuel bills, highway stickers and bills on gate/tunnel use and certificates supporting their payment), passport and photocopy of visa, confirmation of booking of accommodation and, in case of repatriation, description of the route,

(5) photocopy of the Social Security card or written proof of the National Health Insurance Fund on valid social security cover, identity card and address card, driver's licence and registration certificate and, in case of an organised tour, the photocopy of the travel contract,

(6) accident report and documents necessary to clarify the concrete circumstances of the accident,

(7) in the event of a traffic accident or incident related to a traffic accident, the detailed on-site protocol issued by the competent authority and the decision closing the investigation,

(8) police or medical report determining the blood alcohol level,

(9) if a person other than the Beneficiary is acting in respect of the service claim, the original power of attorney to that end,

(10) vaccination certificate issued by the National Public Health and Medical Officer Service in proof of required vaccination,

(11) in case of service claim concerning hunting, the license for carrying arms,

(12) within the framework of the "+1 day" service, free extension of the cover is subject to the submission of the following documents:

– police report on the traffic accident,

– certificate or public notice of the competent authority or roadblock, aviation or shipping prohibition and the reason thereof,

– in respect of the delay or cancellation of flights, the air ticket issued in the Insured Person's name, and the certificate of the relevant airline on the fact and duration of the delay,

– in case of strike, certificate of the company concerned and the competent authority on the nature and duration of the strike, and that the strike blocked traffic on the route and at the time specified by the Insured Person in a provable manner;

– the Insured Person must specify the location of the last residence before departure home, from where the travel home was commenced, the planned route of the travel to home and the exact location and time of the occurrence of the incident,

– the Insurer may also request the invoice of the accommodation used in proof of the place of residence and the invoices of fuel purchase and toll relevant to the trip in proof of the route, or the valid ticket or proof of ticket change.

12.3. Due Date of the Insurer's Service

(1) The Insurer provides the service claim reported to **it within 15 business days of the receipt of all documents required for the evaluation thereof** unless the special terms and conditions provide otherwise.

(2) In the event that the documents requested by the Insurer are not submitted or are submitted repeatedly incomplete, the Insurer may refuse to provide the service or evaluate it on the basis of available documents.

(3) The Insurer is not liable for any damage caused by any delay in the provisions of any services if the delay is attributable to any event beyond the control of the Insurer or its agents (force majeure type events).

13. RELEASE OF THE INSURER FROM PROVIDING THE SERVICE

(1) The Insurer is released from providing the service if:

(a) the insured incident was caused intentionally or through gross negligence by the Policyholder or the Insured Person or their relatives living in the same household,

(b) in the case the Insured Person failed to comply with any loss prevention and/or mitigation obligation.

(2) The following are considered as gross negligence:

(a) if the insured incident was caused by the addiction of the Insured Person, or overdosing of medication, alcohol or drug,

(b) if the Insured Person was under the influence of alcohol at the time of the occurrence of the insured incident,

(c) by the Insured Person used drugs, narcotic substances or medication, unless they have were applied based on and in accordance with the physician's directions,

(d) if, upon the occurrence of a traffic accident, the insured Person violated at least two road traffic regulations in force in the given country at the time of the accident,

(e) in respect of the II F) Delayed Baggage (abroad) service, if the baggage was delivered late owing to the fault of the Insured Person or his relative,

(f) driving of a vehicle which does not have a valid vehicle registration or requires a valid driver's license which the Insured Person is not holding,

(g) if the Insured Person did not use the necessary protective equipment while doing the sports activities or did not comply with the generally accepted rules of the given sport,

(h) if the Insured Person did not comply with the regulations of the authority competent for the place where the activity was conducted or the operator of the given facility regarding the activities carried out by the Insured Person or, in case of working, the professional rules and accident prevention regulations for the given work.

14. INCIDENTS EXCLUDED FROM COVER

(1) The cover provided by the Insurer does not extend to incidents which are caused, whether in whole or in part, by:

(a) abnormal state of mind,

(b) ionizing radiation,

SERVICES (HUF, unless stated otherwise) Name of insurance product:	TOP EXTRA	TOP	NÍVÓ	EURO 30	EURÓPA KÁRTYA
	① TENGERTPART EXTRA ④ AIR HOLIDAY EXTRA ⑤ SI-EXTRA	② TENGERTPART TOP ③ AIR HOLIDAY TOP ⑥ SI-PROFI	③ TENGERTPART NÍVÓ ⑥ MESTER ⑦ SI-SZTÁR	⑩ EURO 30 PRAKTIKUM	
A) Healthcare assistance and insurance					
Refund of medical and rescue expenses, total: Including:	100 000 000	65 000 000	30 000 000	5 000 000	10 000 000
– helicopter rescue	10 000 000	5 000 000	2 500 000	2 000 000	1 500 000
– mountain rescue	2 500 000	1 500 000	750 000	750 000	750 000
– transportation using ambulance	2 500 000	1 500 000	750 000	750 000	750 000
– hyperbaric chamber treatment (Tengerpart and Air Holiday products, Sport Extra)	10 000 000	3 000 000	2 000 000		
– emergency dental care	€ 500	€ 400	€ 300	€ 200	€ 200
– daily hospital allowance for the insured person where hospital costs are refunded on the basis of the EHIC or other insurance (for max. 30 days)	40 000	35 000	30 000	30 000	30 000
– arranging repatriation, refund of extra expenses incurred (transportation by air ambulance if medically justified)	without limit	without limit	without limit	without limit	without limit
Healthcare assistance services:	24-hour assistance in Hungarian				
Arranging repatriation of dead body, refund of expenses incurred	without limit	without limit	without limit	without limit	without limit
B) Additional travel assistance					
Change of the time of return travel to home due to illness or accident – costs of accommodation for the insured person, total (max. 7 nights) – costs of accommodation for travel mate, total (max. 7 nights) – reimbursement of the extra travel costs of travel mate incurred owing to his return travel to home at the same time as the Insured Person:	€ 500 € 500 500 000	€ 300 € 300 200 000	€ 150 € 150 100 000	–	€ 200 € 200 150 000
Accommodation costs of travel mate - during the hospitalization of the Insured Person, total (max. 7 nights)	€ 500	€ 300	€ 150	–	€ 200
Visiting the sick: – transportation costs – accommodation costs (max. 7 nights)	1 000 000 € 500	400 000 € 300	200 000 € 150	200 000 € 200	300 000 € 200
Repatriation of child (including reasonable accommodation of max. € 100/person/night)	1 000 000	400 000	200 000	–	300 000
Early return travel to home owing to illness or death of a relative	500 000	200 000	100 000	200 000	150 000
Interpreter service in case of illness, accident or vehicle breakdown	30 000	15 000	–	–	–
Search and rescue of the Insured Person	2 000 000	1 000 000	500 000	–	–
Mediation of financial assistance	800 000	200 000	100 000	200 000	250 000
Information in case of loss of travel documents	Service	Service	Service	–	Service
Home protection – service for unexpected return travel to home	500 000	200 000	100 000	–	–
Medical advice by telephone in Hungarian	24-hour service	24-hour service	24-hour service	–	–
Refund of the price of ski pass owing to the accident or illness of the insured person	⑨ 100 000	⑥ 50 000	⑦ 15 000	–	–
C) Standard vehicle assistance services					
Information on tow truck service	Service	Service	Service	–	Service
Sending a driver in case of the illness or accident of the Insured Person	300 000	100 000	50 000	–	100 000
D) Accident insurance					
Insurance for death arising from accident	3 000 000 ⑨ additional 1 000 000	2 000 000 ⑨ additional 1 000 000	1 500 000	400 000	500 000
Air crash insurance (in addition to the accidental death service)	3 000 000	2 000 000	–	–	–
Insurance for death caused by traffic accident (in addition to accidental death service)	–	–	–	–	1 000 000
Insurance for irreversible health damage arising from accident (100%)	6 000 000	2 000 000	1 500 000	400 000	500 000
Daily hospital allowance owing to accident	2 000	1 000	–	–	–
E) Baggage insurance					
Total payment for baggage or travel documents:	400 000	280 000	200 000	100 000	100 000
More particularly:					
– single item limit	80 000	50 000	25 000	15 000	25 000
– single baggage limit	200 000	140 000	70 000	50 000	50 000
– payment for replacing travel documents	without limit	15 000	5 000	5 000	10 000
– reimbursement of the costs of bank card replacement	10 000	5 000	1 000	–	–
– insurance for winter sports equipment, total	⑨ 300 000	⑥ 200 000	⑦ 100 000	–	–
– insurance for sports equipment, total	① ④ 200 000	② 140 000	⑤ 100 000	–	–
– reimbursement of travel and foreign consular costs in relation to replacing travel documents	50 000	25 000	10 000	–	–
– „laptop insurance” (service for portable computers), total	100 000	–	–	–	–
Extended baggage insurance in case of damage to air baggage	④ 100 000	⑤ 50 000	–	–	–
– including payment for damage caused to air baggage	④ 50 000	⑤ 25 000	–	–	–
F) Delayed baggage (abroad)					
– in case the baggage is delayed between 6-12 hours	④ 10 000	–	–	–	–
– in case the baggage is delayed more than 12 hours but less than 24 hours	④ 40 000	⑤ 10 000	–	–	–
– in case the baggage is delayed more than 24 hours	④ 80 000	⑤ 50 000	–	–	25 000
G) Flight delay abroad and when arriving home					
Flight delay – abroad	④ 40 000	⑤ 20 000	–	–	–
Flight delay when arriving home	④ 20 000	⑤ 5 000	–	–	–
H) Missed flight due to a traffic accident					
Missed flight due to traffic accident	④ 100 000	⑤ 25 000	–	–	–
I) Legal assistance and legal expenses Insurance					
a) payment of bail and costs incurred	4 000 000	500 000 ⑥ additional 1 500 000	250 000 ⑦ additional 750 000	1 000 000	–
b) attorney fees	2 000 000	250 000 ⑥ additional 750 000	100 000 ⑦ additional 400 000	1 000 000	–
J) Third party liability insurance					
– reimbursement of the insured person's obligation to pay compensation – including professional third liability insurance	1 000 000	⑥ 500 000	⑦ 250 000	⑩ 1 000 000 1 000 000	–
K) Hotel and camping third party liability insurance					
– reimbursement of the amount of compensation (10% own risk)	50 000 ① additional 100 000	② 60 000	③ 40 000	–	–
M) Flash card insurance					
– Recovery of digital photos stored on flash card	optional against extra premium	optional against extra premium	optional against extra premium	optional against extra premium	optional against extra premium

L) Vehicle assistance	Autó-Extra vehicle assistance
Towing to workshop	€ 250
Vehicle storage	€ 100
Communication with the workshop (Warning. Repair costs are not covered by the insurance.)	Service
Transportation to home by tow truck in case of <u>traffic accident</u> (less own risk: 25,000 HUF):	500 000
Transportation home by tow truck in case of <u>breakdown</u> (less own risk of 25,000 HUF):	350 000
Services to persons travelling in the vehicle (to all passenger together): organisation of continuation of travel of those travelling in the vehicle, reimbursement of accommodation costs, travel back to pick up repaired vehicle, reimbursement of transportation costs, provision of rental car	€ 700 (including: up to € 100 per insured person travelling in the car)
Refund of telephone and fax costs	15 000

Remark: The services marked with a number are included in the products marked with the same number only. The differences relevant to the product marked "MESTER" (6) are included in section I.2.(4). The service marked number (10) is included only in the products marked with the same number. Premium of the legal expenses insurance cover as percentage of the total premium: Top Extra: 0.4%, Top: 0.13%, Nívó: 0.06%, Euro30: 0.57%, Si-Profi: 0.16%, Si-Sztár: 0.1%

- (c) nuclear energy,
 - (d) war, acts of war, hostile acts of foreign powers, riots, coup or coup attempt against the government, insurrection, civil war, revolution, rebellion, protest march, strike, acts of terrorism (except as described in section II A) 2.2. (4)), occupational disorder, border conflicts, revolt,
 - (e) suicide or attempted suicide of the Insured Person,
 - (f) withdrawal of medication, alcohol or drug.
- (2) The cover does not extend to incidents occurring while exercising the following activities or incidents caused, whether in whole or in part, by exercising the following activities:
- (a) any sport activities exercised in any branch of sport where the Insured Person qualifies as a professional or amateur sportsman,
 - (b) manual work,
 - (c) use of any weapon, except for hunting in case of the Sport Extra surcharge or the Air Holiday products provided that the hunting weapon is used lawfully in accordance with Hungarian law,
 - (d) the exercise of extreme sports, with the exception of Télisport, Tengerpart and Air Holiday type or any annual pass type products as well as against the payment of the Sport Extra surcharge and to the extent defined there.
- (3) The cover provided by the Insurer does not extend, either, to the following:
- (a) consequential damages,
 - (b) non-pecuniary damages.
- (4) The cover provided by the Insurer does not extend, either, to the incidents described in respect of the types of services set out in II Specific Terms and Conditions.
- (5) The Insurer's obligation to provide services does not extend to reimburse the costs of loss prevention measures.

15. NOTIFICATION OF COMPLAINTS AND COMPLAINTS FORUM

- (1) In case of disagreement, the notice concerning the same and any complaints concerning the contract may be submitted to the Insurer either orally (in person or by telephone) or in writing (by means of documents delivered personally or through somebody else or by mail, fax or e-mail).
Customer service address: 1132 Budapest, Váci út 36-38. Telephone: (+36) 1 452 3580, Fax: (+36) 1 452 3312, e-mail: ugyfelszolgalat@eub.hu
- (2) The Insurer must investigate the complaints and reports and inform the complainant of the result **in writing within 30 days** of the receipt of the mail by the Insurer.
- (3) Where the complaint is processed by telephone, the Insurer will record the telephone communications between the Insurer and the client and keep the audio recording for one year. The client may listen to the audio recording within one year upon request and, if requested, the Insurer makes the certified minutes prepared based on the audio recording available to the client free of charge.
- (4) The Insurer investigates oral complaints promptly and remedies them as necessary. If the client does not agree with the handling of his complaint, the Insurer takes minutes of the complaint and its position related to it, and gives one copy thereof to the client if the complaint was communicated personally. If an oral complaint is reported by telephone, the Insurer details the contents of the report in its response concerning the complaint to be sent to the client. In other respects, it acts in accordance with the provisions on written complaints. If a complaint cannot be investigated immediately, the Insurer takes minutes of the complaint and acts in accordance with the above.
- (5) The Insurer retains the complaint and the response given thereto for **three years**.
- (6) The supervisory body of the Insurer, its contact data and the remedies available in case of unsuccessful complain management are set out in the Advice to Clients.

16. LIMITATION PERIOD

The limitation period of claims enforceable under the contract is 2 years from the date of occurrence of the insured incident. If notice of the insured incident was given within this period, then the limitation period is 2 years from the date of receipt of the last legal declaration between the Insurer and the Policyholder or Insured Person or other authorised person. **The period of limitation stipulated differs from the general limitation period set forth in the Civil Code.**

17. MISCELLANEOUS PROVISIONS

17.1. Conditions of the Effect of Legal Declarations (reports, notifications)

- (1) **The Insurer considers effective reports and legal declarations submitted orally to its customer service by means of recorded telephone call and notices it received in writing.** In necessary to evaluate the service claim, the Insurer may request written confirmation of the reports or legal declarations. The Insurer delivers its declaration to the parties concerned with the contract in writing.
- (2) If the Insurer sends a legal declaration to the last known address of the Policyholder, Insured Person or any other authorised by registered mail, it is deemed to be received at the time when received at the place of the address. **If the addressee does not receive the legal declaration sent by the Insurer the 8th day of posting the letter by the Insurer is considered the date of receipt.**

II. SPECIFIC TERMS AND CONDITIONS

A) HEALTHCARE ASSISTANCE AND INSURANCE

1. INSURED INCIDENT

- (1) **Illness or accident of the Insured Person occurring abroad during the term of the insurance, owing to which the Insured Person reasonably receives emergency medical care, and the death of the Insured Person caused in this respect abroad.**
- (2) The time of the insured incident is the time of the occurrence of the accident respectively, in case of illness, the time when the symptoms appear or the time when the health damage is detected.

- (3) If the cover provided by the give insurance product includes diving, then **an accident occurring during diving** is considered an insured incident only if the Insured Person was, at the time of the dive, holding a diver's certification officially recognised by the world association of the sport (World Underwater Federation) or the Hungarian Diving Association of the scuba diving or was taking part at a course recognised by such organisations course in order to obtain a diver's certification and was engaged in underwater activities in a verifiable manner, or if the health impairment related to the diving activities occurred no later than 24 hours after the dive and the Insured Person sought medical advice without delay.

2. SERVICES OF THE MEDICAL ASSISTANCE AND INSURANCE

2.1. Reimbursement of medical expenses

- (1) If the insured incident occurs, the Insurer undertakes to reimburse **the following costs of emergency medical assistance abroad and the rescue related thereto:**
- (a) medical examination and medical treatment,
 - (b) purchase of medicine for prescription made out in the name of the holder,
 - (c) transportation of the patient to a doctor or hospital by ambulance (including the costs of reasonable mountain, marine and helicopter rescue),
 - (d) **hospital care** (inpatient care), in respect of which the Insurer undertakes to provide service for a period **not exceeding 30 days** in total for insured incidents which occur during the insurance period, irrespective of the number of insured incidents. If more than one insurance contract is concluded with the Insurer for the duration of one foreign trip, the above limitation applies jointly to all contracts and the entire duration of the foreign trip, regardless of the number of insurance contracts and insured incidents, provided that this limitation of a condition of the contracts involved as well.
 - (e) laboratory tests,
 - (f) intensive care,
 - (g) emergency operation according to general medical practice,
 - (h) buying of crutches, knee- and elbow-pads or compression stockings for medical prescription,
 - (i) emergency pregnancy or obstetric care **up to the end of the 24th week of pregnancy at latest,**
 - (j) reimbursement of the costs of **emergency dental care and oral care for reasons other than an accident** (direct pain relief treatment, including the cost of medicines prescribed by the doctor) up to the ceiling specified in the Summary of Cover for emergency dental treatments (the cost of root treatment only in cases where necessary to make a temporary filling),
 - (k) oral surgery service owing to an accident,
 - (l) **daily hospital allowance**

The Insurer undertakes to provide daily hospital allowance for the period of inpatient care abroad in respect of which the **Beneficiary waives any service claim for the costs of inpatient care (e.g. hospitalisation, medical care in hospital, cost of operation) in writing as follows:**

Type of waiver:	Service undertaken by the insurer:
1) He does not want to enforce any service claim for hospital costs against the Insurer at all (because, for instance, he receives the same under another insurance), or	1) In this case, the amount of the daily allowance will be multiplied with the number of days for which the Insured Person received inpatient hospital care and for which he waived service claims against the Insurer as described above,
2) He does not want to enforce any service claim for hospital costs against the Insurer beyond the amount of own risk payable on presentation of the valid EHIC card (because the additional costs are covered by his valid EHIC card).	2) In this case, the 80% of the amount of the daily allowance will be multiplied with the number of days for which the Insured Person received inpatient hospital care and for which he waived service claims against the Insurer as described above.

The Insurer provides the service only for the maximum duration within the insurance period and under the terms and conditions specified in point (d). The service of the Insurer is subject to the condition that, for the given hospital treatment, the hospital treatment costs (e.g. the amount payable as the own cost of EHIC) undertaken by the Insurer and daily hospital allowance together do not exceed the total amount of the costs of hospital treatment relevant to that treatment which would be payable in lack of the acceptance of the EHIC.

The Insurer undertakes to pay the daily hospital allowance no earlier than after the receipt of the beneficiary's original written declaration as above and all other information necessary to determine the amount of the allowance is available (e.g. in the case of 2), a clear statement from the hospital regarding the value of own risk and the total cost).

- (2) **The Insurer undertakes to pay services of value exceeding EUR 150 per insured incident only of the occurrence of the insured incident is reported to EUB-Assistance by telephone as soon as possible (and within 12 hours at the latest) and all documents necessary to evaluate the service claim (e.g. diagnosis, nature of the intended healthcare treatment and expected costs of the treatment) are submitted to EUB-Assistance (e.g. via fax), and EUB-Assistance:**
- (a) **authorizes the use of the services, and**
 - (b) **approves the service charge determined by the service provider in advance and undertakes payment guarantee therefor in writing.**

If the conditions (a) and (b) **are not met simultaneously**, the Insurer undertakes to **reimburse the costs incurred up to a ceiling of EUR 150 except** if the Insured Person was taken to the healthcare institution **in order to avert an immediate threat to life** by the centrally dispatched ambulance service, based on calling the healthcare emergency number generally used at the location, to the healthcare institution selected according to standard local procedures. **In the latter case, the Insurer does not undertake to reimburse the services used by the Insured Person after ceasing the life-threatening condition without prior approval from EUB-Assistance.**

- (3) Approval and prior authorisation by the Insurer are subject to that the Insured Person using the service fulfilling the conditions described in sections (4) and (5).
- (4) The Insurer reimburses the costs of treatments provided by service provider(s) recognised by the competent authority and professional supervision in the country there the treatment is provided and holding the required authority and professional licences (and the costs of the medicines and medical devices prescribed by such service providers).
- (5) The Insurer reimburses the costs of the general (primary) care customary at the place where the service is used, without patient eligibility, taking into account the current average healthcare service tariffs at the place where the service is used. **The Insurer does not undertake to reimburse the costs of services which are not medically justified in case of emergency treatment but are provided only at the patient's request, e.g. chosen physician or advanced hotel service at the hospital.**
- (6) The Insurer is entitled to organise continuation of an already commenced healthcare treatment at another institution designated by the Insurer provided that it does not jeopardise the state of health of the Insured Person.

(7) The Insurer reserves the right to undertake the cost of medical treatment abroad only until the medical condition of the Insured Person permits transportation or return travel to home to the territory of the country of residence.

(8) The insurer does not undertake reimbursing the additional costs which occur because the return travel or repatriation to home in the territory of the country of residence did not take place owing to the decision or lack of cooperation of the Insured Person although the continuation of the medical treatment of the Insured Person in the country of residence would have been medically accepted.

2.2. Arranging repatriation and refund of extra expenses incurred

(1) The Insurer undertakes to organize the repatriation or return travel to the territory of the country of residence of the Insured Person and reimburse the additional extra transportation costs and the costs of medically justified escort crew in the following cases:

(a) if the Insured Person receives continuous emergency treatment abroad but, based on his condition, he can be transported to the territory of the country of residence from the medical point of view (on the basis of the written opinion of the physician) and the Insurer decides to repatriate the sick or injured Insured Person instead of continuing his emergency medical treatment abroad,

(b) if the Insured Person, although his emergency treatment has been completed, is unable to use the originally planned means of travel home owing to the insured incident on the basis of the opinion of the attending physician and his repatriation or return travel to the territory of the country of residence is medically allowed on the basis of his condition. The Insurer is not obliged to provide the service before the last day for the duration of the cover.

(2) The time and manner of repatriation or return travel to home is determined by the Insurer following prior arrangement with the attending physician or healthcare institution.

(3) In the territory of the country of residence, the repatriation is either to the institute providing the continued healthcare service or the home of the Insured Person. If the Insured Person has any special claim towards the institution providing the continued medical treatment (for example, because he does not want to be taken to the hospital selected on the basis of existing legislation and customary medical practice), then he must give notice thereof EUB-Assistance at least one day prior to the start of transportation and submit to EUB-Assistance the statement issued by the given institution on hosting the Insured Person.

(4) If a **terrorism act which took place in the geographical scope of the insurance contract without a history caused accidental injury to the Insured Person**, the Insurer assumes the costs of repatriation which become medically necessary in relation to the accidental injury **up to the ceiling of 30 million Forints for all Insured Persons affected by the given incident**.

(5) If medical or nursing escort is not justified, but the Insured Person is under 14 years of age, the Insurer provides an adult escort for the transportation home as above, if necessary.

(6) The Insurer is not obliged to provide service if the return travel to home of the Insured Person in the originally planned manner would not have taken place during the duration of cover and the return travel to home of the Insured Person is not resolved for that reason.

(7) **The Insurer does not undertake to reimburse the costs of repatriation if the transportation is not arranged by EUB-Assistance.**

2.3. Healthcare assistance services

(1) Following prior telephone notification, the Insurer uses every effort at the request of the Insured Person to send a physician to the place where the Insured Person is staying or to guide the Insured Person to a physician at the address provided by him as soon as possible, organise the continued emergency medical treatment of the Insured Person and, where the service provider allows, pay the costs incurred directly to the service provider.

The Insurer does not undertake to organise healthcare treatment for dental treatment or reimburse the costs directly to the service provider.

(2) The Insurer will continuously communicate with the attending physician or medical institution throughout the duration of the emergency treatment.

(3) The Insurer undertakes to inform one person designated by the Insured Person of the condition of the Insured Person once a day during the term of the medical treatment.

2.4. Reimbursement of other expenses incurred as a result of accident or illness

The Insurer will reimburse **the following costs** incurred abroad as a result of an insured incident **up to the ceiling of HUF 50,000 maximum:**

(a) the costs of travelling to the physician or hospital if by passenger car, public means of transport or, where appropriate, taxi,

(b) telephone or fax costs insured owing to the insured incident up to the ceiling below:

– in case the insured incident occurred in Europe: 15,000 HUF

– in case the insured incident occurred outside Europe: 25,000 HUF

2.5. Arranging repatriation of dead body and reimbursement of incurred expenses

(1) In case of the death of the Insured Person abroad in connection with the insured incident, the Insurer will arrange for the repatriation of the dead body to the territory of the country of residence, and pay the costs thereof.

(2) **The Insurer does not undertake to reimburse the costs of the repatriation of the dead body if the transportation was not arranged by EUB-Assistance.**

3. SPORT-EXTRA - CONTINUATION OF HEALTHCARE TREATMENT IN THE COUNTRY OF RESIDENCE

3.1. Insured incident

In case the **Sport Extra surcharge is paid**, it means an accident sustained while exercising any of the **following hobby sporting activities** where the insured incident defined in A) 1 occurred and, in relation thereto, **continuation of the healthcare treatment of the Insured Person is medically necessary after returning home to the territory of the country of residence:** water skiing, jet skiing, whitewater rafting and rafting, mountain and rock climbing from grade V, wall-climbing, single-handed and offshore sailing, diving with breathing apparatus up to 40 meters water depth. As regards hyperbaric chamber therapy which becomes necessary in relation to diving, emergency medical treatment which becomes necessary only after returning home to the country of residence is also an insured incident provided that the conditions described in A)1.(3) are satisfied.

3.2. Service provided by the Insurer

(1) Depending on the product, the Insurer will reimburse the costs of **outpatient care, inpatient care, rehabilitation, medical extended medical care, dental surgical care and patient transportation** used in the country of residence up to the ceiling specified in section 3.2.(4). Except for the hyperbaric chamber therapy becoming connection in relation to diving, the Insurer will reimburse only the costs of medical treatments which are generally financed by mandatory health insurance on the basis of the law in force, except for the sports listed in paragraph 3.1.

(2) The Insurer will assume the costs of **hyperbaric chamber treatment becoming necessary on the territory** of the country of residence owing to an insured incident which occurred during diving abroad within the framework of the service amounts specified in section 3.2.(4) if the costs are proven with an invoice.

(3) The Insurer will refund only the costs of medically justified healthcare treatments completed **within maximum six months of the occurrence of the insured incident.**

(4) Summary of Cover

Insurance product:	Top Extra	Top	Nívó
Maximum service amount (HUF)	500 000	300 000	200 000

The Insurer undertakes to provide the service if the conditions described in sections II. A) 2.1.(2)-(6) are satisfied.

3.3. Limitations of service

(1) **The Insurer will not reimburse healthcare services which are available for free within the framework of compulsory healthcare insurance in the country of residence.**

(2) The Insurer will not reimburse dental expenses, excluding the cost of dental surgery car and the costs of prosthesis necessary to restore the chewing ability up to maximum HUF 50,000.

3.4. Documents required to the provision of the service "Sport-Extra - continuation of healthcare treatment in the country of residence" (in addition to what is described in section 4 of this chapter as well as the documents listed in section 12.2. of I General Terms and Conditions):

(1) for inpatient hospital care: invoice issued by the hospital to the insured person and photocopy of the account statement which includes the codes of the diagnosis and interventions (ICD and WHO codes) as well as the HBCs (groups of homogeneous diseases) code pertaining to the given treatment, and the photocopy of the final hospital bulletin,

(2) in the case of outpatient care: invoice issued by the outpatient institute to the insured person (including the ICD and WHO codes of the interventions), a photocopy of the account statement which includes the OENO (International Classification of Procedures in Medicine, ICPM) codes, as well as a photocopy of the out-patient card,

(3) in case of home nursing: photocopy of the medical opinion ordering home nursing, and invoice issued by the qualified nurse to the insured person which should include the number of visits or home hospice nursing days, the date of performance and the type of treatment,

(4) in case of hyperbaric chamber therapy, the invoice issued by the service provider and he detailed medical report pertaining to the treatment.

4. Documents required to provide the "A) Medical assistance and insurance" service

(in addition to the documents listed in section 12.2. of I General Terms and Conditions):

(a) all medical reports concerning the insured incident which was made from the occurrence thereof to the notification of the service claim,

(b) at request of the Insurer, history data on the health status of the Insured Person,

(c) original invoices of the costs incurred (e.g. foreign medical care, medication, telephone, accommodation, etc.), made out in his name,

(d) at the request of the Insurer, medical reports prepared in relation to the damage event in the country of residence after returning home,

(e) rescue report,

(f) EHIC or alternative form issued by the National Health Insurance Fund instead of EHIC,

(g) certificate of sick leave and certificate of the hospital providing treatment in the country of residence on inpatient care (final report),

(h) for diving accidents: diving protocol and, in proof of the diver qualification of the insured person, official document recognised by the World Diving Association or Hungarian Diving Association, and the protocol taken by the training company if the accident happened during training,

(i) for the repatriation of dead body service, it is also necessary to submit the following documents:

– official or medical certificate in proof of cause of death,

– necropsy certificate establishing the cause of death, autopsy report and other documents necessary to clarify the circumstances of the death,

– declaration of acceptance of the cemetery,

– document certifying the fact of death (death certificate),

– birth and marriage certificate - if required by the local authorities.

5. Exclusions for the A) Medical Assistance and Insurance, B) Extended Travel Assistance and C) Standard Vehicle Assistance services (in addition to the exclusions listed in section 14. of I. General Terms and Conditions):

(1) **If the contract was made without any health risk assessment (health declaration or medical examination), the cover provided by the Insurer does not cover any diseases and accidents**

(a) **the reason of which is medical condition existing prior to the start of the insurance or the start of the foreign travel, whether in whole or in part (e.g. disease, complaint, symptom),**

(b) **in respect of which the Insured Person was under medical treatment within one year prior to the start of the cover or travel abroad to start, or it would have been medically necessary, regardless of the date on which the disease was diagnosed,**

(c) **which are related to any irreversible health damage of the Insured Person established before the start of cover provided by the Insurer.**

(2) **The cover provided by the Insurer does not extend, either, to the following:**

(a) **psychiatric and psychological disorders,**

(b) **control examinations and aftercare,**

(c) **treatment or care provided by an immediate relative,**

(d) **physiotherapy treatment, acupuncture, therapy given by a natural healer and physiotherapy,**

(e) **vaccinations, routine or screening tests,**

- (f) **sexually transmitted diseases, acquired immune deficiency diseases (e.g. AIDS) and related diseases,**
- (g) **costs concerning contact lenses and glasses,**
- (h) **antenatal care, routine pregnancy testing,**
- (i) **infant care, child care,**
- (j) **definitive dental care, jaw-orthopaedic care (excluding accidents), orthodontics, periodontal treatment, plaque removal, denture, artificial crown (excluding temporary repair of broken crown), making and repair of prosthesis and bridges (excluding temporary repair of broken bridge).**
- (k) **costs incurred after returning home to the territory of the country of residence, with the exception of the "Sport-Extra – continuation of healthcare in the country of residence" service,**
- (l) **reimbursement of the costs of services which are not medically justified in case of emergency treatment but are provided only at the patient's request, e.g. chosen physician or advanced hotel service at the hospital.**

(2) With regard to the "Home Protection" service:

The Insurer does not undertake to provide service, if:

- a) **the occurrence of the natural disaster damage is known or probable already at the starting date of the foreign travel, or is known or likely at an earlier date when the return travel home can still be changed free of charge (e.g. flood forecast),**
- b) **in respect of damages sustained in relation to some earlier damage to the real estate (e.g. further damage to a building or part of a building which has previously been damaged).**

B) EXTENDED TRAVEL ASSISTANCE

(1) For the purposes of this chapter:

(a) **transportation cost:** means any extra transportation costs incurred in relation to the insured incident which, according to the decision of the Insurer, can be one of the following: fuel cost of passenger car, 2nd class train ticket, or ticket for scheduled bus line or economy class air ticket.

(b) **accommodation cost:** means the extra costs of hotel accommodation related to the insured incident and justified with invoice, for a total of not more than 7 nights.

(2) In respect of transportation costs, the Insurer undertakes to reimburse only the costs of services organised by or used with the prior approval of EUB-Assistance!

INSURED INCIDENT	SERVICE PROVIDED BY THE INSURER
The Insurer undertakes to provide the services if the following incidents occur:	The service provided by the Insurer extends to reimbursing the following costs:
1. CHANGE OF THE TIME OF RETURN TRAVEL HOME DUE TO ILLNESS OR ACCIDENT	
Insured incident under section A)1 affecting the Insured Person, in relation to which the return travel to the country of residence is delayed following the foreign medical treatment owing to the medical condition of the Insured Person according to the opinion of the attending physician, provided that the return travel home would have originally taken place not later than on the last day of the insurance period.	(a) costs of accommodation of the Insured Person, (b) for one person designated by the Insured Person staying abroad together with the Insured Person: - costs of accommodation, - transportation costs of travelling home together with the Insured Person on the same day.
2. ACCOMMODATION COSTS OF CO-TRAVELLER DURING THE HOSPITALISATION OF THE INSURED PERSON	
Insured incident as per section A)1 affecting the Insured Person, in relation to which the Insured Person received emergency hospital care abroad.	Costs of accommodation for one person designated by the Insured Person staying abroad together with the Insured Person if his originally booked accommodation is more than 20 km away from the place of hospital treatment, or the Insured Person under 18 years of age.
3. VISITING THE SICK	
Insured incident as per section A)1 affecting the Insured Person, if the condition of the Insured Person is life-threatening or requires him staying in hospital for more than 10 days. For Insured Persons under 16 years of age who travel without parental accompaniment: the condition of the Insured person is life-threatening or requires him staying in hospital for more than 2 days.	Transportation and accommodation costs of visiting the sick of one immediate relative of the Insured Person.
4. REPATRIATION OF CHILD	
Insured incident as per section A)1 affecting the Insured Person, in relation to which the Insured Person received emergency hospital care abroad and, as a result, his immediate relative under 16 years of age who is travelling with him remains unattended.	Transportation costs of the child(ren) under 16 years of age and the person escorting them home to the country of residence of the Insured Person.
5. EARLY RETURN TRAVEL HOME OWING TO ILLNESS OR DEATH OF A RELATIVE	
An immediate relative of the Insured Person or an immediate relative of the spouse or civil partner of the Insured Person dies or is in life-threatening condition after the start of the foreign travel of the Insured Person but no earlier than the start of insurance period, provided that the remaining duration of the cover is at least 2 days.	Transportation costs of the early return travel home of the Insured Person to his country of residence. (Note: the service of the Insurer does not include the costs of returning abroad.)
6. INTERPRETER SERVICE IN CASE OF ILLNESS, ACCIDENT OR VEHICLE BREAKDOWN	
If an interpreter is needed owing to an insured incident as per section A)1 affecting the Insured Person or breakdown or traffic accident involving the vehicle of the Insured Person.	Costs of reasonably used interpreter proven with invoice.

7. FINDING THE INSURED PERSON

- (a) If the location of the Insured Person abroad becomes unknown due to an accident requiring emergency medical care and his search and rescue are justified for that reason.
- (b) Only against payment of the Sport Extra surcharge, insured incident also includes if the search and rescue of the Insured Person become necessary because the Insured Person is unable to reach the nearest safe location (e.g. public road, shelter or settlement) on his own owing to unexpectedly deteriorated weather conditions compared to those upon departure on that day or lack of fitness or other health problems and, therefore, risk of medical damage arises and the competent local mountain or water rescue service launches rescue in favour of the Insured Person to avert the risk.

In case (a): organisation of the search and rescue of the Insured Person with the involvement of local authorities and the costs thereof, provided that the Insurer is informed of the occurrence of the insured incident (e.g. by a person co-traveling with the Insured Person or the competent Hungarian foreign representation)
In case (b): search and rescue costs invoiced by the competent local mountain or water rescue service in respect of the Insured Person, and the costs of reasonably ordered helicopter rescue ordered by them and payable by the Insured Person. The Beneficiary bears own risk **corresponding to 10% of the total cost and not less than € 100.**
Service by the Insurer is subject to proof of payment of own risk. The insured incident must be reported to EUB-Assistance within the shortest possible time, failing which the Insurer is not obliged to deliver the service.

8. MEDIATION OF FINANCIAL ASSISTANCE

If the Insured is in need of urgent financial assistance through no fault of his own.

Forwarding the amount paid by the proxy of the Insured Person to the Insured Person staying abroad. Conversion of the amount paid to the required currency is done at the relevant exchange selling rate of the bank designated by the Insurer. The transaction costs of transfer are borne by the Insured Person.

9. INFORMATION IN CASE OF LOSS OF TRAVEL DOCUMENTS

If the Insured Person lost his passport, registration certificate, driver's license, tickets, bank card or other cashless payment instruments abroad, or they were stolen from him or they were destroyed in an accident.

The Insurer assists the Insured Person in replacing the missing documents and payment instruments by sending the necessary information and telephone numbers.

10. „HOME PROTECTION“ RETURN TRAVEL HOME SERVICE

If the house or apartment used as permanent residence of the insured person is threatened by an unexpectedly occurring elemental damage or damaged by natural disaster during the insurance period to such a degree which requires presence of the insured person (to continue damage prevention or mitigation activities) and justifies return travel of the insured person from the foreign travel at least two days prior to the planned return date or the expiry of insurance.
The insurance only covers buildings properly taken over for use. Damages of buildings and parts of buildings being under construction, extension or conversion caused by disaster are not considered as insured incidents.

Justified extra transportation costs of travelling home earlier than planned owing to the insured incident in relation to persons registered as permanent residents of the given residential property for all insured incidents which occur during the insurance contract up to the level of the sum insured. EUB-Assistance provides information to organising the return travel to home. The Insurer undertakes to reimburse the travel expenses **retroactively after the Insured Person returned home.**

11. MEDICAL ADVICE IN HUNGARIAN BY TELEPHONE (24 HOURS)

If the Insured Person requires medical information in relation to sudden deterioration of his medical condition abroad.

Based on telephone notification to EUB-Assistance, a physician organised by the Insurer, who is holding a diploma recognised in Hungary, gives medical advice to the Insured Person by telephone in Hungarian immediately if possible and in any case within 2 hours of the notification at latest.

Note. Medical advice is not a substitute for on-site medical care. The consulting physician does not accept responsibility for the treatment of the patient or any change in his health status on the basis of the medical advice given by telephone.

12. REIMBURSEMENT OF THE PRICE OF SKI PASS

- (a) accident suffered by the Insured Person abroad which results in the Insured Person receiving immediate emergency medical care at the place of the accident and it is clear from the foreign medical report that the Insured Person is not able to ski or snowboard during the rest of the validity of the ski pass owing to the injuries suffered in the accident,
- (b) disease, owing to which the Insured Person receives inpatient hospital care abroad, and
- (c) illness or accident, as a result of which the Insurer transports the Insurer back to the territory of the country of residence following the foreign emergency medical care to continue the medical treatment.

Reimbursement of the price of one unused ski pass with regard to the Insured Person up to the ceiling in the table below, in proportion to the unused duration and only for the days falling within the duration of the given insurance contract:

Sí-Extra (Ski-Extra)	Sí-Profi (Ski-Pro)	Sí-Sztár (Ski-Star)
HUF 100 000	HUF 50 000	HUF 15 000

The Insurer provides the service only with respect to ski passes purchased before the accident or illness occurred.
If, in respect of the illness or accident, the Insurer's obligation to provide service does not prevail with regard to the services under chapter II A), the Insurer will not pay reimbursement for the ski pass, either.

13. Documents required to provide the service in case of the B) Extended travel assistance and C) Standard vehicle assistance services (in addition to the documents listed in section 12.2 of the I General Terms and Conditions and section A) 4):

- (1) for claims concerning travel costs, the ticket and travel contract for the originally planned travel home or, in the case of travel with own vehicle, the vehicle registration certificate and the driver's licence must be submitted to EUB-Assistance before the service is provided,
- (2) for the "Dispatching driver in case of illness or accident of the Insured Person" services, the opinion in proof of the Insured Person's inability to drive vehicle issued by the attending foreign physician as well as the photocopy of the registration certificate of the vehicle and the driver's licence of the Insured Person must be submitted to EUB-Assistance before the service is provided,
- (3) for claim concerning accommodation costs, the invoice for the originally booked accommodation.

(4) for the "Home protection" service, additionally:

- In the case of travel by public transport: proof of the public transport company or the terms and conditions in force as to the conditions under which the given ticket can be changed,
- as regards the damage to the real property, the protocol of the insurer made on the damage assessment or certification from the local government which contains the address of the property, the exact time and date of the damage and the reason and extent of the damage,
- confirmation by the competent administrative body of the place, time and extent of the elemental damage.

(5) for the "Reimbursement of the price of ski pass" service, additionally:

- accounting document which clearly establishes the validity and value of the ski pass, and the date of purchase. If the ski pass is part of the purchased package, the travel contract concerning the travel package, the invoice and the certificate of payment or bank statement needs to be submitted. If the latter does not contain clear information as to the validity and price per person of the ski pass, then a written declaration to that effect of the organising travel agency is also required.

14. The exclusion concerning the "B) Extended travel assistance" chapter is included in section A) 5!

C) STANDARD VEHICLE ASSISTANCE SERVICES

1. INFORMATION ON TOW TRUCK SERVICE

1.1. Insured incident

If the passenger car of the Insured Person breaks down during the foreign travel or is damaged in a traffic accident documented by the police report and, therefore, the Insured Person needs to use a road-side rescue service abroad.

1.2. Service provided by the Insurer

- (1) At the request of the Insured Person, the Insurer informs him of the telephone number and contact details of the road-side rescue service corresponding to his location.

The Insurer provides the service only in the geographic area of Europe (excluding the newly independent states of the former Soviet Union).

- (2) **The Insurer will not reimburse the costs of road-side rescue.**

2. DISPATCHING A DRIVER IN CASE OF THE ILLNESS OR ACCIDENT OF THE INSURED PERSON

2.1. Insured incident

If, owing to an insured incident as per section A)1 affecting the Insured Person, he is not allowed to drive vehicle at the originally planned time of return travel to home on the basis of the foreign physician attending him and, therefore, he is unable to drive home his passenger car, being in working order, and the travel mates staying together with the Insured Person abroad cannot drive home the passenger car, being in working order, either.

2.2. Service provided by the Insurer

- (1) The Insurer undertakes to organise the travel of one person designated for driving the passenger car by the Insured Person from the territory of the country of residence of the Insured Person to the location of the Insured Person, and the additional transportation costs thereof.
- (2) **The service of the Insurer is subject to that the service claim is notified to EUB-Assistance as soon as possible after the decision of the physician and no later than on the last day of the hospital stay, simultaneously submitting the medical report. The Insurer is not required to provide the service before the last day of the insurance period.**
- (3) **The Insurer provides the service only in the geographical territory of Europe, excluding the newly independent states of the former Soviet Union, for which the Insurer does not undertake the service.**

3. The list of documents required to provide "C) Standard vehicle assistance services" is included in section B) 13!

4. The exclusions concerning "C) Standard vehicle assistance services" is included in section A) 5!

D) ACCIDENT INSURANCE

1. INSURANCE FOR DEATH ARISING FROM AN ACCIDENT

1.1. Insured incident

An accident resulting in that the Insured Person dies within one year after the accident but for a reason related to the accident provided that the Insured Person received emergency medical care at the accident scene immediately after the accident. The time of the occurrence of the incident is the time of the accident.

1.2. Service provided by the Insurer

- (1) The Insurer will pay the sum insured to the Beneficiary.

(2) Where, before the death of the Insured Person, the Insurer also provided service relevant to irreversible accidental health damage (disability) arising from the same insured incident, **the amount of the disability service already paid will be deducted** from the amount of the insurance service concerning the accidental death.

2. AIR DISASTER INSURANCE

2.1 Insured incident

An incident occurred during an air disaster which results in that the Insured Person dies within one year of the accident for a reason in causal relation with the accident.

2.2. Service provided by the Insurer

The Insurer pays the sum insured relevant to the "Air disaster insurance" to the Beneficiary (in addition to the service amount provided for accidental death).

3. INSURANCE FOR IRREVERSIBLE HEALTH DAMAGE ARISING FROM AN ACCIDENT (100%)

3.1. Insured incident

- (1) An accident, which results in that the Insured Person suffers irreversible health damage of or exceeding 25% within 2 years, and maximum after the lapse of two years, of the occurrence of the insured incident provided that the accident caused anatomical damage, as proven by the foreign specialist, which justified emergency medical intervention at the scene of the accident.
- (2) Health damage means permanent loss of physical and/or mental function which restricts the normal way of living. The basis of the degree of irreversible health damage is determined by the permanent loss of function associated with the anatomical damage suffered in the accident.
- (3) The health damage is irreversible when the health status of the Insured Person is considered medically established and stable. The degree of irreversible health damage is determined after the development of the final status on the basis of the medical documents at hand and, if medically justified, personal medical examination, taking into account the principles laid down in the accident insurance medical examiner's guidelines of MABISZ.
- (4) In determining the irreversible health damage, the changes in work capacity and/or the need to abandon sports activity are not decisive. Adverse aesthetic consequences and other (social, financial, etc.) disadvantage themselves, emerging as a result of an accident, cannot serve as basis for service claim for health damage.
The time of the occurrence of the incident is the time of the accident.

3.2. Service provided by the Insurer

- (1) The Insurer provides the service when the degree of irreversible health damage is considered final. If the degree of the health damage is constantly changing, the Insurer determines the amount of the service after the lapse of two years of the occurrence of the accident at latest and based on the condition as at the last day of the period.
- (2) If the insured incident occurs, the Insurer provides service from the sum insured corresponding to the percentage of the irreversible health damage.
- (3) The amount of the service (degree of the health damage) is determined by the Insurer's medical expert based on the accident insurance medical examiner's guidelines of MABISZ and taking into account all the circumstances of the particular case.
- (4) If, in order to determine the extent of irreversible health damage, the Insurer's physician may perform a personal medical examination if he considers it appropriate or require other tests (e.g. X-ray, ultrasound) from the Insured Person. The costs of the personal examination performed and those of the tests required by the Insurer's physician are borne by the Insurer and the Insurer also undertakes to reimburse, against invoices issued in his name, of the transportation expenses of travelling from the residence of the Insured Person to the place of the test. The degree of the irreversible health damage determined by the Insurer is independent of the decision of any other expert bodies. Decrease of working capacity, discontinuation of sports activities or aesthetic and social aspects alone do not constitute legal basis for the service.
- (5) If the Insured Person does not accept the first instance decision adopted by the Insurer's physician regarding the degree of irreversible health damage, a three-member medical board must be appointed for repeated medical examination. A member of the medical board is appointed by the Insured, the other member is appointed by the Insurer, and the chairman, holding a medical expert's licence in accidental surgery, is appointed by agreement of the two parties. The costs associated with the operation of the medical board are being borne by the party against whom the decision is made.
- (6) If illnesses or disabilities which existed already before the accident contributed to the degree of irreversible health damage, the Insurer reduces the amount payable with the degree of contribution.
- (7) **If the Insured Person dies within 15 days of the accident or before the health damage becomes final, the Insurer does not provide service for the accidental health damage.**

4. DAILY HOSPITAL ALLOWANCE OWING TO AN ACCIDENT

4.1. Insured incident

- (1) An accident occurring abroad, as a result of the Insured Person receives emergency hospital care first abroad and thereafter continuously in the territory of the country of residence.
- (2) The time of the occurrence of the incident is the time of the accident.

4.2. Service provided by the Insurer

- (1) The Insurer provides service for inpatient hospital care occurring continuously from the date of the accident which is necessary to avert the consequences of the accident.
- (2) The amount of the service is determined so that the sum insured specified in the Summary of Cover must be multiplied by the number of days for which the Insured Person received inpatient hospital care.
- (3) The Insurer covers **maximum 50 hospital nursing days** in total in relation to incidents which occurred during the insurance period or given travel abroad.
- (4) The Insurer reserves the right to have physicians designated by the Insurer examine the justification of the treatment and the health conditions of the Insured Person.

5. INSURANCE FOR DEATH CAUSED BY TRAFFIC ACCIDENT

5.1. Insured incident

The insured incident is a traffic accident where the Insured Person dies within one year of the traffic accident owing to accidental injuries suffered in the accident.

5.2 Service provided by the Insurer

The Insurer pays the sum insured specified in the Summary of Cover for "Death caused by traffic accident" to the beneficiary (in addition to the service amount specified for accidental death).

6. Documents required to provide the "D) Accident insurance" service (in addition to the documents listed in section 12.2 of I General Terms and Conditions):

- (1) **For insurance covering accidental death or death caused by traffic accident**

- (a) autopsy report,
- (b) certified copy of the death certificate of the Insured Person,
- (c) photocopy of all medical opinions concerning medical treatments abroad and in Hungary from the occurrence of the accident to the Insured Person's death, and documents necessary to clarify the immediate circumstances of the death (e.g. opinion of the attending physician, pathological findings, etc.),
- (d) original or certified copy of the document in proof of the Beneficiary's eligibility (final probate order or extract or certified copy thereof which clearly includes the identification of the heir(s) and the data of the notary public, or certificate of inheritance).

(2) In case of air disaster insurance, additionally: certificate from the airline showing that the Insured Person was on board as a passenger at the time the air disaster occurred and certification of the competent authority showing that the aircraft crashed after takeoff or crash-landed and the Insured Person suffered an accident as a result.

7. Exclusions concerning the services of the "D) Accident insurance" chapter (in addition to the exclusions listed in section 14 of I General Terms and Conditions):

For insurance covering irrecoverable health damage caused by accident, the cover does not extend to:

- (a) disc herniation and other disc diseases,
- (b) injuries marked with dislocation as diagnosis,
- (c) conditions after joint arthroscopy which healed without complication,
- (d) accidents where anatomical deformation in direct causal relation to the recent accident cannot be determined from the available medical opinion,
- (e) to degree of prior damage in case of organs and bodily parts which were irrevocably damaged or not intact already before the accident.

E) BAGGAGE INSURANCE

1. TERMS

(1) baggage means the following:

- (a) property **owned by the Insured Person** which the Insured Person takes with him for the travel for own personal use. If the Policyholder of the insurance contract is not a natural person, property owned by the Policyholder but used or held by the Insured Person is also considered baggage,

If a property is owned by multiple insured, then the service of the insurance company shall be in proportion to the rate of ownership, and the applicable service limits shall be reduced according to the rate of ownership.

- (b) only in respect of **sports equipment, also sports equipment rented** by the Insured Person provided that they are lawfully used by the Insured Person on the basis of a written lease agreement from a business association entitled to rent out sport equipment according to local regulations (hereinafter as "rental company") against rent corresponding to local conditions,
- (c) the following **travel documents:** the Insured Person's passport, identity card, residence card, driver's license, and the registration certificate of the vehicle, which was legally driven by the Insured Person during the travel. For the purposes of these Terms and Conditions, visas in the travel document is not part of the travel document,
- (d) bank card in the Insured Person's name.

(2) For the purposes of these Terms and Conditions, the following are not considered as baggage (property not insured):

- (a) jewellery, precious metals, precious stones, semi-precious stones, or property which include any of these as part or raw material,
 - (b) monetary claims enforceable by using cash or cash equivalent payment methods (e.g. bank or credit card, etc.), or savings books or securities of any kind,
 - (c) vouchers and cards entitling to use the services (e.g. ski pass, mobile phone top-up cards, admission cards),
 - (d) travel tickets and documents (except for travel documents listed in section 1(1)(c)),
 - (f) precious furs, works of art, collections of properties of the same function, art collections,
 - (g) any vehicle or transport vehicle and their parts, accessories or equipment (e.g. car roof rack, roof box, trailer, car radio-cassette player, CD player, power storage box),
 - (h) sports equipment, except in case of the Tengerpart, Air-Holiday and Télisport products and the Sports-Extra extended service, within the framework laid down in the Summary of Cover and the Baggage Insurance chapter,
 - (i) arms and ammunition, musical instruments, furniture, artificial teeth, dentures, orthodontic appliances,
 - (j) computing device irrespective of size and type (e.g. laptop, notebook, palmtop, etc.) and their accessories, except for portable computers up to the sum insured specified in the Summary of Cover for "laptop insurance",
 - (k) keys and remote controls,
 - (l) food, beverages, tobacco and tobacco-related devices (e.g. pipe, cigar cutter, lighter, etc.),
 - (m) tools and product samples for the purpose of work,
 - (n) things carried in commercial quantities or quantities in excess of the personal needs of the Insured Person.
- (3) traffic accident:** for the purposes of the services described in the Baggage Insurance chapter, traffic accident means the following events:
- (a) in which the vehicle by which the insured person is travelling collided with another vehicle or other thing and, as a result, the vehicle transporting the insured person is damaged, provided that the circumstances of the accident, the fact of the damage to the vehicle and the extent of the damage are confirmed in writing by the police department competent at the site of the incident,
 - (b) in which the insured person as a pedestrian is hit by a vehicle and the circumstances of the accident and the damage are confirmed in writing by the police department competent at the site of the incident,
- (4) sports equipment, sports gear:** means any thing which is typically required to exercise any given sports activities. For the purposes of these terms and conditions, the following things are also considered sports equipment (and are not considered as a vehicle or transport device): kayak, canoe, bicycle, any rowing boat without motor drive and sail

(any motor-powered boat or sailing boat is considered a vehicle), fishing equipment, roller skates, roller, walking poles. Any other **means of transport and weapons are not considered as sports equipment** even if they are used for exercising a sport.

- (5) **winter sports equipment:** means skis and ski bindings, snowboard and snowboard bindings, ski boots, snowboard boots, ski helmet, ski poles, ski goggles, ski sunglasses (which is specifically designed for skiing) as well as bags or cases for storing skis, snowboard, ski and snowboard boots, and skate and sled.
- (6) **used value:** means, in respect of the customary function of the given thing, the used value determined based on the age of the thing, assuming ordinary wear and tear, which may not exceed the amount of the purchase price.
- (7) **accessories:** means things which are not parts but are necessary for the intended use or keeping safe of another thing, or to complete the functions thereof, regardless of whether it is distributed together with or independently from the main thing.
- (8) **toiletries:** means toilet, cosmetic and personal care items and materials, including technical articles used for such purposes and their accessories (e.g. razor, hair dryer, electric toothbrush, etc.).
- (9) **luggage compartment of motor vehicle:** means the locked passenger or luggage or glove compartment of the vehicles which is protected against inspection as well as its roof-top box which has hard cover, is equipped with lock and is locked respectively, for motorcycles, the container boxes of the motorcycle protected against inspection which has hard cover, is equipped with lock and is locked.
- (10) **portable computer:** means a netbook, notebook, laptop or tablet PC.
- (11) **personal attendance:** means that the baggage is placed in the immediate surroundings the Insured Person (or, in case the Insured Person is a minor, his adult relative) in a clearly visible and accessible position so that a third party is not able to take it away without using physical force or threat.
- (12) **leaving unattended:** means if the baggage is not placed under personal attendance.
- (13) **technical devices:** means camera, video or digital camera, mobile phone, GPS, CD, DVD, or MP3 player, watch, computer, as well as any other electrically (e.g. batteries) or power driven device.

2. INSURED INCIDENT

For the purposes of baggage insurance, the following are considered an insured incident:

- 2.1. if the baggage or travel documents of the Insured Person are **damaged or destroyed** in the context of the following reasons:
 - (1) an accident occurring abroad, where the Insured Person receives, in a provable manner, immediate emergency medical care at the scene of the accident owing to the personal injuries suffered by him,
 - (2) traffic accident,
 - (3) elemental damage confirmed by the competent authority
- 2.2. if the baggage or travel documents of the Insured Person are **stolen**,
- 2.3. if the **passenger carrier company** operating regular air, road, rail or water lines, on the vehicle of which the Insured Person is travelling with a valid ticket and which received the baggage for the duration of the travel **recorded in the name of the Insured Person and in accordance with the terms and conditions of the given passenger carrier company:**
 - (1) **does not return the baggage or returns it incompletely** (damage is not considered an insured incident),
 - (2) **only for the Air Holiday Top and Air Holiday Extra products: returns the baggage in damaged condition.** The loss, shortage or damage of baggage handled by the passenger carrier company is considered as an insured incident only if the passenger carrier company credibly proves the occurrence and extent of the damage and accept responsibility for the damage in writing and pays compensation in accordance with applicable law, or certifies the damage as described above but does not expressly accept responsibility for the damage caused. The time of the insured incident is the time of arrival according to the ticket or travel contract.

3. SERVICE PROVIDED BY THE INSURER

3.1. General rules

The service conditions and limitations laid down in the General Terms and Conditions apply to all of the services described in the Baggage Insurance chapter.

- (1) The Insurer will reimburse the current used value, at the time of the occurrence of the insured incident, of the **baggage** damaged, destroyed, or stolen as a result of the insured incident, **for each property item up to the limit** specified as single item limit in the Summary of Cover within the sum insured specified for **E) Baggage Insurance** in the Summary of Cover respectively, for items in each package, up to **the maximum amount specified as limit for one package** in the Summary of Cover. If the item can be repaired, the Insurer will reimburse the cost of the repairs, taking into account the above limitation.

As regards the special services specified as part of the Baggage Insurance section in the Summary of Cover, in addition to the above limitations, the sum insured relevant to the given service type applies as maximum but the Insurer undertakes to provide not more than the total sum insured specified for Baggage Insurance jointly for the special service types.
- (2) Insurance As regards baggage damages occurring under the Air Holiday and Air Holiday Extra products while the baggage is **handled by the passenger carrier company**, the sum insured is completed with the sum specified as "Extended baggage insurance for air baggage damages". In particular, the service extends to the limit specified in the "Service for damage to air baggage" section of the Summary of Cover for damages to baggage occurring while the baggage is handled by the passenger carrier company. In other respects, the terms and conditions of service applicable to the extended service amount do not depart from the general terms and conditions of Baggage Insurance.
- (3) **If the purchase price and date of purchase of the baggage cannot be supported with the original invoice,** in proof of purchasing the object as new, **issued** in the Insured Person's or non-natural person Policyholder' or Premium Payer's name, the Insurer reserves the right to take into account the amount determined by it for the purpose of providing the service **on the basis of the used value in Hungary after one year of an average quality object providing the same basic function. The Insurer is entitled to determine the amount of the used value.**
- (4) **An object and its accessories, and property coming in pair or set are considered as one object** and the service of the Insurer in this respect extends up to the single item limit specified in the Summary of Cover for each pair, set or the object and its accessories combined.

3.2. Special service rules and limitations of service

(1) **The service applicable to baggage which is lost, becomes incomplete or damaged while handled by the passenger carrier company (e.g. airline, ship or bus company) is defined as follows:**

- (a) if the passenger carrier company (e.g. airline, bus company) accepted responsibility for the damage in writing and paid the amount of compensation to the Insured Person according to the law in force and the travel contract (terms and conditions) in a proven manner, then the Insurer's service extends to the full baggage damage **not reimbursed by passenger carrier company**, taking into account the limitations contained in these insurance terms and conditions,
- (b) if the passenger carrier company determines the amount of compensation not on the of the itemised contents of the baggage and the value of each item but, instead, the weight of the baggage, then the Insurer undertakes payment up to 50% of the sum insured.
- (c) when the passenger carrier company proves the facts of the occurrence and level of the damage beyond doubt but does not expressly accept responsibility for the damage and does not agree to pay compensation, the Insured Person will provide 50% own risk (based on the full amount of the damage determined by the Insurer on the basis of the service conditions of the insurance contract) and the service obligation of the Insurer will extend up to 50% of the sum insured,
- (d) the cover of the Insurer does not extend to the following items if they are put in the custody of the passenger carrier company (e.g. airline, ship or bus company) (e.g. they are left in the package sent) or are left unattended in the vehicle:
travel documents, bank and credit card, any technical device and its accessories, eyewear.
- (e) if the baggage is lost while handled by the airline and the Insurer provided service in relation to the delay of the given service on the basis of the F) Delayed baggage section of the Special Terms and Conditions in respect of the same flight, then the sum paid under the title "Delayed baggage" will be deducted from the amount of the "Baggage insurance" service.

(2) The cover provided by the insurer extends to baggage stolen from **caravans and campers** only in cases where the caravan or motor home is, at the time of the occurrence of the insured incident, used for the purpose of accommodation in a proven manner in a guarded camping licenced by the local authority.

(3) Services for passports and replacement of bank card

In case of **travel documents or bank card** stolen, destroyed or becoming useless owing the insured incident, the insurer will reimburse:

- (a) consular costs of the issue of the licence to return home within a maximum period of 30 days after the occurrence of the insured event concerning the travel documents and the replacement costs of travel documents prescribed by law, up to the amount specified as "reimbursement for the replacement of travel documents" in the Summary of Cover per insured incident.
Up to the sum insured specified for "travel costs related to the replacement of travel documents" in the Summary of Cover, the Insurer will reimburse the **extra travel costs** from the place of the insured incident to the **office of the Hungarian foreign representation** competent in the given country for the purpose of replacing the travel documents or obtaining the licence to return home.
- (b) reimbursement of the costs of the blocking and replacement of the **bank card** issued in the Insured Person's name in the amount specified by the issuing bank, up to the sum specified as "reimbursement of the costs of bank card replacement" in the Summary of Cover.
- (4) As regards baggage kept in the **luggage compartment of a vehicle**, the service of the insurer extends up to **50% of the sum insured** specified for Baggage insurance in the Summary of Cover, except for the following things, in which case the Insurer does not provide any services at all: travel documents, bank and credit cards, any technical device and their accessories,
- (5) In the event of damage, destruction or theft of **eyewear or contact lenses**, the Insurer will reimburse the replacement or repair of the eyewear or contact lenses proven with invoice up to 50% of the single item limit specified in the Summary of Cover. Provision of the service is subject to that the repair or replacement takes place no later than within 30 days after the occurrence of the insured incident.

(6) Limitation concerning technical devices and objects exceeding HUF 100,000 value

In the event of the damage, destruction or theft of any technical device or any single object over HUF 100,000 value, and the accessories thereof, the provision of the service is that the **original invoice issued in the Insured Person's name is submitted in proof of buying the object as new, failing which the service of the Insurer is maximum 50% of the single item limit (for the object and its accessories combined).**

The Insurer undertakes service up to 50% of the sum insured for technical devices and objects exceeding HUF 100,000 value combined.

- (7) **For toiletries** (e.g. cosmetics, hygiene supplies and equipment), the Insurer undertakes services up to **10% of the sum insured** in total.
- (8) In case the baggage is stolen at the **beach** or other bathing resort, the Insurer undertakes service up to the **10% of the sum insured** which is completed with the following amounts as part of the "Strandlopás biztosítás Plusz" ("Beach theft insurance Plus") service for the products listed below:

Tengerpart Extra	Tengerpart Top	Tengerpart Nívó
HUF 40 000	HUF 30 000	HUF 20 000

The extended service is subject to the general terms and conditions of the Baggage insurance including, in particular, the rules limiting the service (e.g. single item limit, single package limit).

(9) The Insurer undertakes service for **sport equipment** subject to the service the following conditions:

- (a) if the **Sports Extra** surcharge is paid, the cover of the Insurer extends to all sports equipment up to the service amount specified in "Insurance for sports equipment" section of the Summary of Cover,
- (b) for the **Tengerpart, Air Holiday and Télisport** products, as follows:
– in the case of the **Tengerpart and Air Holiday** products: also to the diving, surf, kitesurf, windsurf and water skiing, as well as marine kayak equipment up to the service amount specified for sports equipment in the Summary of Cover,
– for the **Télisport** product: also to the winter sports equipment up to service amount specified for the winter sports equipment in the Summary of Cover.

(c) The Insurer does not apply the single item limit for sports equipment.

(d) service for **rented sports equipment**: The service of the Insurer extends to maximum 90% of the compensation payable by the Insured Person for the damage or non-return of the rented object but only up to the average used value of the given object at the time of the insured incident, also taking into account any other limitations contained in these terms and conditions. **The Beneficiary must pay 10% own risk from the compensation payable to the rental company and the service of the Insurer is also subject to proof of payment of the own risk to the rental company.**

(10) Service for **data carriers**: **data carriers** are considered as accessories of the player device. Data carriers of the same function are considered as one object for the purpose of the Insurer's service, regardless of their number, also if the service claim does not extend to the player.

(11) As regards **portable computers**, the service of the Insurer combined extends up to the amount specified in the "Laptop insurance" section of the Summary of Cover, disregarding the single item limit. The cover of the Insurer extends only to portable computers **whose purchase as new is proven with an original invoice issued in the Insured Person's or Policyholder's name.**

3.3. Damage prevention obligations of the Insured Person

During the travel abroad, the Insured Person must fulfil the following damage prevention obligations:

- (a) **if the vehicle contains baggage, it vehicle must be placed in a guarded parking lot, or the baggage must be removed from the vehicle and stored in a secure place,**
- (b) **the baggage may be kept in the vehicle only as long as absolutely necessary (in closed compartment not allowing inspection, in particular for vehicles which do not have a luggage compartment separated from the passenger compartment),**
- (c) **documents, bank card and technical devices and watches should not be left in the vehicle or the baggage handed over to the passenger carrier company for handling,**
- (d) **if the vehicle is equipped with an alarm, it must be turned on,**
- (e) **the baggage should be placed in the room, cloakroom or locker as soon as possible after arrival to the accommodation.**

3.4. Damage mitigation obligations of the Insured Person

After the discovery of baggage damage, the Insured Person must:

- (a) **as soon as possible report the fact and circumstances of the perpetration of crime or occurrence of accident to the foreign police having jurisdiction for the place of perpetration or other competent authority having jurisdiction for the place of occurrence and, if the insured incident occurred in a scheduled vehicle, to the public transport company or, if the insured incident occurred within the responsibility of a hotel or camping, to the hotel or camp site, file charges and ask on-site inspection and a detailed protocol issued in his name.**
- (b) **all relevant data must be recorded in the charges, in particular, a detailed description of the incident (date, location, and other relevant circumstances), itemised list of the damage (itemised list of property, including indication of their value), bodily injuries caused by theft, robbery, accidents or elemental damage (e.g. breaking or stretching of window or door, other damages),**
- (c) **as regards baggage lost or damaged while handled by an airline or transport company or carrier, the requirements of the given company applicable to claim settlement and payment of compensation (e.g. regarding the time and method or place of notification) must be followed.**

4. Documents to be submitted to provide the "E) Baggage Insurance" services

(in addition to the documents listed in section 12.2 of I General Terms and Conditions):

- (1) in case of any theft or robbery, report issued by the competent foreign police which includes the description of the location, time and description of the incident, name and personal data of the victim, and a detailed indication of the stolen object and their value,
- (2) in case of any theft or robbery committed in a hotel or campground, the report of the police and the minutes taken by the hotel or campground,
- (3) in respect of an accident involving personal injury: all medical documents relevant to the accidental injury and the official protocol, if any, made by a public authority,
- (4) detailed report of the police concerning the traffic accident,
- (5) for baggage not returned by the passenger carrier company or damaged baggage: ticket issued in the Insured Person's name, boarding pass (for air baggage claims), baggage receipt issued by the passenger carrier company to the Insured Person upon receipt of the baggage, notification to the passenger carrier company about the missing or damaged baggage (which includes the itemised list of missing or damaged objects and their value), notification recorded about the incomplete or damaged baggage at the usual place of baggage release (e.g. for air baggage claims, at the destination airport), the minutes taken by the passenger carrier company which must include acceptance of responsibility for the missing or damage of the baggage indicated in the given receipt which must include the name and person data of the aggrieved person, that the compensation was determined based on the value or weight of the missing objects and the amount of compensation paid by the passenger carrier company or a written declaration if the passenger carrier company does not accept responsibility for the missing or damage of the baggage and does not agree to pay compensation, as well as a document issued by the passenger carrier company credibly proving the facts and extent of the damage,
- (6) the original invoice, issued to the Insured Person, in proof of the date of purchase as new and value of the object, if available. The service for portable computers is subject to submitting to the Insurer the original invoice issued to the Insured Person or, where the Policyholder is a non-natural person, the Policyholder in proof of purchase as new. (For the purposes of the insurance contract, the sale and purchase agreement does not replace the original invoice in his name.)
- (7) if the Insurer has paid reimbursement, even if only a part of the value, with respect to certain portable computer, it is not required to return the original invoice submitted for that object. (if the invoice was issued to a legal person or business economic organisation lacking legal personality, the Insurer will return the invoice at the written request of either the Insured or the Beneficiary).
- (8) as regards the replacement of travel documents, the original invoice issued to the Insured Person in proof of the costs incurred,
- (9) for the "travel costs related to the replacement of travel documents" service, the original ticket and invoice,
- (10) for elemental damage, the certificate of the authority (depending on their competencies, the meteorological institute, police or fire department) on the occurrence of the elemental damage and, if the damage occurred in the area of a campsite, protocol issued by the operator

of the operator on the time, extent and nature of the damage, the listed of damaged objects and the list accurately describing the persons injured,

- (11) for determining the cost of bank card replacement, such items of the appropriate bank statements which included the blocking and replacement costs,
- (12) for claims for damaged baggage, the original invoice in proof of purchase of the damaged object, the invoices for repair or, if the damaged object cannot be repaired, the relevant expert report and, in case of damaged dioptric eyeglasses, the invoice for replacement.

5. Exclusions regarding the services of the E) Baggage Insurance chapter (in addition to the exclusions listed in section 14 of I General Terms and Conditions)

The Insurer will not reimburse:

- (1) damage arising from the loss, abandonment or dropping of baggage or leaving the baggage unattended, except for objects left in locked residential building or vehicle,
- (2) the cover of the Insurer does not extend to the following objects if such objects are handed over to the passenger carrier company (e.g. airline, ship or bus company) (e.g. left in checked-in baggage) or left unattended in any vehicle: travel documents, bank and credit card, watch, any technical device (e.g. mobile phone, computers) and their accessories,
- (3) in case of the theft of objects left in vehicle or residential building, if forced entry is not clearly documented,
- (4) damage caused by theft of objects left in a vehicle between 20 p.m. 8 a.m.,
- (5) damage occurring due to theft or robbery during camping if the camping takes place at a site which is not officially designated for that purpose,
- (6) in case of damage of data carriers, the damage of data loss,
- (7) damage caused by that the baggage falls into water or gets soaked (regardless of the conditions of falling in water or soaking), excluding traffic accidents and flood,
- (8) damage caused by seizure or confiscation by an authority or destruction of property,
- (9) consequential damages and indirect losses related to the transportation of or damage to property,
- (10) damages resulting from the unique nature of the property,
- (11) damage attributable to construction, manufacturing, material and similar hidden defects of the property,
- (12) costs of visa replacement,
- (13) damages resulting from the failure of any vehicle or its accessories,
- (14) damages to objects transported by applying any external fixture on vehicle (e.g. bike rack, roof rack, etc.) and damages caused by the opening or defect of roof rack box, except for damages to, or destruction of, baggage occurring in traffic accident if the transportation took place in accordance with the traffic regulations in force, and damages caused by breaking the locked roof top box (opening by violently destroying the lock),
- (15) damages arising from the absence or inadequacy of necessary packaging or, if carried out by the Policyholder/Insured Person or his relative, improper loading or placing of transported objects,
- (16) damage to baggage stored in a camper or caravan, except if the damage occurred when the caravan or camper was used, in a proven manner, for accommodation in a guarded campsite licenced by the local authority.

F) DELAYED BAGGAGE (ABROAD)

1. INSURED INCIDENT

- (1) If the baggage of the Insured Person, duly checked in at the airline in the Insured Person's name, does not arrive at the destination of the foreign travel abroad within reasonable time after the arrival of the given flight and the missing of the baggage is notified in writing to the representative of the airline after arrival in accordance with the terms of conditions of travel and no later than within 2 hours.
- (2) In the interpretation of these conditions, the baggage does not arrive within reasonable time if the Insured Person does not receive it after his arrival at the destination within six hours from the handing out time specified in the travel conditions (travel contract), and the fact thereof is proven by the airline by issuing a protocol. (The transfer point is not considered a destination.)

2 Service provided by the Insurer

- (1) The Insurer undertakes to reimburse the difference of emergency shopping (sanitary ware, clothing) becoming necessary for the Insured Person abroad during the period of the time of arrival of the flight and the actual receipt of the baggage or, if the baggage is lost, within 48 hours of the arrival of the flight and in any case within the insurance period and the sum reimbursed by the airline owing to the insured incident, up to the ceiling specified in the Summary of Cover but depending on the duration of the baggage delay and for only on one occasion per Insured Person per flight, regardless of the number of affected packages.

(2) For a given package, the Insurer undertakes to pay the sum insured only once regardless of the number of persons indicated as the sender of the package. For a particular package, the Insured Person whose rightful claim is first received by the Insurer is eligible for the service. If more than one rightful service claims are received simultaneously for a particular package, the Insured will pay to each Insured Person not more than the proportionally reduced amount of the service amount.

- (3) The Insurer will provide the service retroactively, after the Insured Person returned home, and does not undertake payment at the scene of the incident.

3 The description of the provision of the service is in section G) 3!

G) FLIGHT DELAY ABROAD AND WHEN ARRIVING HOME

1a) Insured incident: if a scheduled flight departs from a foreign airport at least 12 hours late or more, and the airline operator certifies in writing the fact and duration of the delay as well as that Insured Person travelled with the delayed flight as a passenger holding a valid ticket. **For the purposes of these terms and conditions, cancellation of flight is not considered a delay.**

1.b) Service: the Insurer reimburses the difference of the emergency shopping (food, sanitary ware) made during the delay of the foreign flight proven by invoice and the amount possibly reimbursed by the airline to the Insured Person owing to the delayed flight.

2a) Insured incident: if a scheduled flight arrives at the airport in the territory of the country of residence at least 2 hours late or more compared to the scheduled arrival and, for that reason,

the onward travel of the Insured Person to his residence in the originally planned manner becomes impossible (e.g. lack of public transport, or missing train or bus) provided that the airline confirms in writing the fact and duration of the delay as well as that the Insured Person travelled with the delayed flight as a passenger holding a valid ticket and clear information is available on the method of onward travel to the residence.

- 2b) Service:** the Insurer will reimburse the difference of the following extra costs, proven with invoice, in respect of the Insured Person owing to the delay and the amount reimbursed by the airline to the Insured Person owing to the delayed flight:
- travel costs to the residence (e.g. by taxi),
 - if the travel cannot be arranged on the day of arrival because of the delay, the hotel cost for one night.

3. Conditions of service for the F) Delayed Baggage (abroad) and G) Flight delay abroad and at arrival home (in addition to the documents listed in section 12.2 of I General Terms and Conditions):

- (a) air ticket for the entire flight issued to the Insured Person's name, baggage tag, boarding pass,
- (b) the written protocol of the carrying airline issued to the Insured Person regarding the checked-in baggage if the Insured Person on the late delivery of the baggage and the time thereof and in case of delayed flight, the fact thereof and in both cases the duration of the delay, as well as statement of the airline on the amount of compensation paid to the Insured Person or that it does not agree to pay compensation,
- (c) the original documents relating to the purchase of the things which became necessary because of the delay. Any document related to the purchase is accepted only if it clearly identified the things purchased, their value and date of purchase. The Insurer undertakes to make payment, up to 20% of the sum insured, for purchased things listed in the service claim even without itemised evidence on the shopping.

H) MISSING FLIGHT DUE TO A TRAFFIC ACCIDENT

1. INSURED INCIDENT

If the vehicle the Insured Person is travelling with during the 12-hour period before the departure of the scheduled flight suffers traffic accident documented by police report and, therefore, the Insured Person misses the flight for which he had a valid ticket.

2. Service provided by the Insurer

The Insurer will reimburse the cost of changing the air ticket for the Insured Person or, if the change is not possible, the cost of buying an air ticket or ticket for other means of transport for travelling to the same destination within 24 hours.

3. H) Documents to be submitted to provide the service for flight missed owing to a travel accident (in addition to the documents listed in section 12.2 of I General Terms and Conditions)

- (a) document which identifies the ticket (route, time and date, airline) and document in proof of payment of the price of the air ticket, and certificate of the carrying airline to the effect that the ticket has not been used,
- (b) proof of change or purchase of a new air ticket and verification of the use thereof.

I) LEGAL ASSISTANCE AND LEGAL EXPENSES INSURANCE

1. INSURED INCIDENT

- (1) If, during the insurance period, a procedure is initiated at the place of perpetration or a civil action for paying the damages caused is initiated against the Insured Person for committing a misdemeanour or criminal act negligently in the capacities listed below:
 - (a) user of motor vehicle or bicycle or means of transport or transportation facilities which do not qualify as vehicle,
 - (b) pedestrian causing road accident,
 - (c) person exercising amateur sports activities which do not qualify as an extreme sport
- (2) For "Sport Extra" surcharge respectively Tengerpart and Air Holiday product types, the Insurer also undertakes to provide service for extreme sports for which its cover extends against the payment of the Sport Extra surcharge or otherwise in relation to the given product.

2. Service provided by the Insurer

- (1) The Insurer will pay in the place of the Insured Person:
 - a) the bail and costs incurred, as follows:**
 - the bail or other similar security defined by the competent authority against the Insured Person,
 - duties, legal costs and costs of proceedings,
 - fees awarded by the court to the witnesses and experts,
 - if the Insured Person is required under the summons of the court to travel from his permanent residence to the place defined by the court, the additional transport costs incurred by the Insured Person in this context. **Using the service is subject to that the travel is organised by the Insurer or that the Insurer approves the method, time and costs of the travel in writing in advance,**
 - the justified cost of the translation of documents necessary to conduct the procedure **provided that the translation is organised by the insurer or the Insurer approved the translation and the costs thereof in writing in advance.**
 - b) fees of the law firm representing the Insured Person, proven with invoice, also taking into account the attorney fees generally charged at the place the service is provided.**
- (2) The Insurer will arrange for legal representation. **The Insurer will not reimburse legal fees if the legal representative is mandated without the approval of the Insurer.**
- (3) **The Insurer is eligible for the amount of the bail if the competent authority refunds the bail paid by the Insurer.**
- (4) **If, in a procedure initiated against the Insured Person on grounds of negligent committal, deliberateness is subsequently determined, the insured person must refund the service provided by the insurer.**

3. Conditions of the provision of the "I) Legal assistance and legal expenses insurance" and documents to be submitted (in addition to the documents listed in section 12.2 of I. General Terms and Conditions):

- (1) **The Insured Person must notify his claim for the legal assistance service to EUB-Assistance immediately after the occurrence of the insured incident.** The notification

must be accompanied by the documents made in the criminal or misdemeanour proceedings against the Insured Person until the notification.

- (2) **The service requires prior consent of the insurer.**
- (3) The costs incurred will be paid by the Insurer directly to the relevant authority or service provider against original invoice, or directly to the Beneficiary if the Beneficiary previously paid the invoice in a provable manner on the basis of the documents submitted.
- (4) The service of the Insurer is also subject to that the Insured Person cooperates with the authorities, the official bodies, his attorney and the Insurer in the procedure related to the insured incident.
- (5) If a civil action is initiated in relation to the insured incident, the following must be submitted as a condition of the service: the document opening the procedure, the number of the procedure and, in case of misdemeanour or criminal procedure, certificate of the authority on the opening of the procedure and the minutes taken by the authority at the place of the damage, and the name and address of the competent authority.

4. I) Legal assistance and legal expenses insurance - Exclusions (in addition to the exclusions listed in section 14 of I General Terms and Conditions)

The insurance coverage does not extend to:

- (a) damage claims of insured persons insured under the same insurance contract brought against each other;
- (b) damage caused by the insured person intentionally and unlawfully;
- (c) any procedure opened against the Insured Person on the basis of the well-founded suspicion of any misdemeanour or crime committed intentionally, hit-and-run or failure to provide assistance,
- (d) claims which may not be enforced in court or claims enforced before international or supranational courts (e.g. European Court of Human Rights),
- (e) fines or penalties awarded imposed against the Insured Person or costs and expenses imposed on the Insured Person,
- (f) the liability of the Insured Person undertaken by contract or unilateral declaration which exceeds the liability set forth by law, or claims brought on grounds of damages caused by breach of contract,
- (g) procedure opened against the Insured Person owing to the committal of misdemeanour or negligent crime committed as the user of a vehicle, and the vehicle did not have valid third party liability insurance at the time of the committal,
- (h) if the legal expenses insurance previously obtained by the Insured Person extends to the insured incident defined in these terms and conditions.

J) THIRD PARTY LIABILITY INSURANCE

1. INSURED INCIDENT

- (1) **If, during the insurance period, the Insured Person negligently causes bodily injury requiring emergency care or causing death by exercising any of the activities specified in paragraph (2) abroad, and the Insured Person, as the person causing the damage, is liable for the damage to property caused in this respect respectively the costs of medical care for the injured person in relation to his bodily injury.**
- (2) The cover extends to the following activities:
 - (a) **user of bicycle or means of transport or transportation facilities which do not qualify as vehicle,**
 - (b) **pedestrian causing road accident,**
 - (c) **amateur sports activities which do not qualify as an extreme sport**
- (3) For the "Sport Extra" surcharge respectively Tengerpart and Air Holiday product types, the Insurer also undertakes to provide services for extreme sports for which its cover extends against the payment of the Sport Extra surcharge or otherwise in relation to the given product.
- (4) For the "Euro30 Praktikum" product, the Insurer undertakes professional liability insurance for damages, of the types specified below, caused during work within the framework of professional expertise organised by the educational institute, for which the Insured person, as the person causing the damages, is liable for damages under the law in force:
 - damage to property caused to devices owned by the employer,
 - damage to property suffered in relation to bodily injury caused to a third party during work or the costs of medical treatment of the injured person.

2. Service provided by the Insurer

- (1) The Insurer assumes the liability of the Insured Person for damages to property respectively the costs of medical treatment of the injured person arising in relation to the insured incident.
- (2) If, based on agreement, the Insurer pays a lump sum, it applies both damage to property and costs incurred in relation to bodily injuries.

(3) If neither an official or court procedure was opened in relation to the insured incident, the Insurer reserves the right to assume the costs incurred up to an amount of HUF 50,000. The service is subject to the Insured Person's submitting his declaration of acceptance of liability to the Insurer.

- (4) The settlement agreement of the Insured Person and the injured party or the declaration of the Insured Person accepting liability are effective vis-à-vis the Insurer only if acknowledged by the Insurer or, of the court ruled against the Insured Person, if the Insurer arranged for legal representation or consented to mandating the legal representative chosen by the Insured Person.

(5) If the Insurer could pay the damages by means of settlement agreement with the injured party or otherwise but the case cannot be closed due to the lack of cooperation of the Insured Person, the Insurer will not bear the interest charges or other costs arising from the same.

- (6) If more than one person jointly cause damage and therefore the responsibility of the Insured Person is joint and several with the other persons causing the damage or the injured person also contributed to the damage, the obligation of the Insurer extends only to the level of imputability of the Insured Person. If more than one person caused the damage and their ratio of imputability cannot be determined, then the Insurer considers that the liability for damages is distributed equally among the persons causing the damage.
- (7) **Refund claim of the Insurer: the insurer may require the Insured Person to refund the amount of compensation paid by the Insurer, if it is established that any exemption or exclusion applicable to this contract prevails.**

(8) As regards the services defined in chapter J) Third party liability insurance, the Insurer undertakes to pay maximum 5,000,000 Forints in total in respect of all insured persons contracted with it in relation to the particular insured incident.

3. Documents to be submitted for service in respect of the J) Third party liability insurance and K) Hotel and camping third party liability insurance services (in addition to the documents listed in section 12.2. of I. General Terms and Conditions 12.2.:

- (1) declaration of the Insured Person on accepting liability or, if a civil action was initiated in respect of the insured incident, the final court judgement establishing the liability of the Insured Person,
- (2) detailed medical report on the victim's bodily injury,
- (3) declaration of the Insured Person on accepting or refusing liability,
- (4) in cases where civil action is initiated in relation to the insured incident, the document opening the procedure, the number of the procedure and the decision adopted within 2 days of receipt; in case of misdemeanour or criminal proceedings, the certificate issued by the authority on the opening of the proceedings and/or minutes taken by the authority at the site of damage and the name and address of competent authority,
- (5) if the service claim is related to damage caused during professional experience organised by an educational institution, declaration of the organising educational institution on the circumstances of the case and the work accident report prepared by the employer,
- (6) protocol of the hotel or campsite on the extent of the damage and the place and time of occurrence,
- (7) proof of payment of the accommodation fee which includes the name of the user and the duration of the use,
- (8) photo of the damaged item(s) and certificates necessary to define the value of the damage (purchase invoice of damaged items, repair and re-purchase invoice relating thereto);
- (9) proof of payment of own risk by the insured person.

K) HOTELS AND CAMPING THIRD PARTY LIABILITY INSURANCE

1. INSURED INCIDENT

Insured incident is the occurrence of liability for damages caused to property by the Insured Person which occurs in connection with the operator of a foreign hotel, apartment or campsite and concerns the furniture of the given accommodation and for which the Insured Person is responsible according to the laws of the that country. Pursuant to what is contained in this contract, the Insured Person may demand payment of the damages by the Insurer provided that the given accommodation was operated in accordance with local regulations at the time of the damage and the Insured Person used the accommodation for such purpose and for a fee.

2. Service provided by the Insurer

- (1) If the insured incident occurred and is notified as set out above, the Insurer undertakes to assume the liability for damages burdening the Insured Person which is enforced against the Insured Person during the insurance period by the operator of the hotel, apartment or campsite operator for damages caused to the equipment of the accommodation and the costs of mitigating and determining the damage as well as reimbursement of the costs of out-of-court or court proceedings up to the ceiling specified in the Summary of Cover. As regards the liability for damages, the **Insured Person must pay as own risk 10% of the total amount of the damage and not less than HUF 10,000.**

(2) If neither an official or court procedure was opened in relation to the insured incident, the Insurer reserves the right to assume the costs incurred up to an amount of HUF 50,000. The service is subject to the Insured Person's submitting his declaration of acceptance of liability to the Insurer.

- (3) The provisions laid down in sections J) 2 (5)-(7) also apply to this service.
- (4) In case of section (2), the service of the Insurer is subject to the declaration of the Insured Person admitting liability or, if a civil action is initiated in connection with the insured incident, final court judgement declaring the Insured Person liable for the damages.
- (5) As regards the services defined in chapter "K) Hotel and camping third party liability insurance", the Insurer **undertakes to pay maximum 200,000 Forints in total in respect of all insured persons contracted with it in relation to the particular insured incident.**

3. EXCLUSIONS for the J) Third party liability insurance and K) Hotels and camping third party liability insurance (in addition to the exclusions laid down in section 14 of I General Terms and Conditions)

The Insurer will not reimburse:

- (1) any damage which is based on the liability of the Insured Person which is more stringent than law or acceptance of liability by means of a contract or unilateral declaration,
- (2) fines, financial penalties and other punitive charges and related costs of representation of the person causing the damage,
- (3) damage caused by the insured person through committing crime,
- (4) damage caused by the Insured Person to a relative,
- (5) environmental pollution or damage causing environmental harm.
- (6) damage caused by the Insured Person through activities which are subject to official licence and the Insured Person exercised such activity without such a licence,
- (7) if the Insured Person caused harm repeatedly with the same damaging conditions and failed to terminate the circumstances of the harm despite the Insurer's demand although he could have terminated them,
- (8) any damage if the Insured Person has been warned by any third party of the possibility of the damage taking place and the damage occurred thereafter due to lack of necessary action,
- (9) damage caused to items rented, leased, borrowed or received in custody by the Insured person,
- (10) damage caused by temperature, gases, vapours, liquids, dampness or gradual release or exposure to non-atmospheric precipitation as well as by nuclear incidents and radioactive contamination,
- (11) damage resulting from the loss or theft of things,
- (12) damage resulting from a breach of contract.

1. INSURED INCIDENT

- 1.1. If an **Insured vehicle driven by an Insured Person becomes inoperative as a result of a traffic accident or technical failure** within the geographical scope of the Autó-Extra product during the term of the contract.
- 1.2. **Insured vehicle** means the **passenger car, truck, motorcycle or the trailers thereof** identified in the insurance policy by its plate number **which on the first day of cover is less than 12 years old from the production year and has a valid registration certificate and number plate for the duration of cover**, which is lawfully used by the Insured Person and is driven by the Insured Person during the period of cover from the territory of the country of residence to the territory of a foreign country defined as the destination of the travel, and back from such foreign country to the territory of the country of residence. **A trailer is considered an Insured vehicle only in case the vehicle towing it is also considered an Insured vehicle under the same insurance contract. (The insurance premium payable is calculated for each vehicle, so the insurance premium for two vehicles is payable for the vehicle and its trailer.)**
Only vehicles in the following categories based on their valid registration certificate and the trailers towed by them are considered as Insured vehicles:
– motorcycles, passenger cars and trucks which according to the law in force can be driven in possession of a **valid driver's licence of category "A" or "B"**,
– according to the registration certificate, the **seating capacity is maximum 9**.
- 1.3. **Technical failure** means any technical problem of a vehicle which occurs during the insurance period for reasons which cannot be foreseen at the time the insurance contract is signed or the start of the travel abroad and causes failure (e.g. engine failure, electrical system failure or flat tyre) or the vehicle is not allowed to participate in traffic due to the nature of the failure according to the official regulations in force at the place of the failure (e.g. failure of windshield wipers, seat belts, front or rear lamps) and therefore the vehicle is considered inoperative.
Problems occurring in relation to the following reasons are not considered a technical failure:
– **the vehicle does not have accessories required by law or mandatory specified by the manufacturer for the given vehicle type,**
– **the vehicle is not used in accordance with the technical specifications for the given vehicle type or the problem occurred owing to the fault of the user (e.g. use of improper fuel, fuel runs out, leaving the key in the vehicle, etc.).**
- 1.4. **Insured person** (hereinafter the "passenger") means, for the purposes of the services of the Autó-Extra product, the **persons staying in the Insured vehicle as passengers at the time the failure occurs who qualify as insured persons at the Insurer at the time and the location of the insured incident covered by the valid passenger insurance contract but not more than according to the seating capacity, as defined in the registration certificate of the vehicle.**
- 1.5. As regards the "Autó-Extra" product, the Insurer undertakes cover for **foreign travels not exceeding 31 days** (except for the annual pass, where the maximum duration of the foreign travel is 30 days).

2. Services provided by the Insurer

The service claim must be notified to **EUB-Assistance immediately** upon the occurrence of the insured incident. **The Insurer undertakes to pay only for the services organised by EUB-Assistance. EUB-Assistance may define the time of the provision of services organised by the insurer after consultation with the insured person.**

The Insurer undertakes to provide the following services for **maximum one insured incident during the period of cover.**

2.1. Services for motor vehicles

2.1.(1) Towing to the workshop

The Insurer undertakes to organise transport the vehicle by means of a tow truck to the nearest workshop no more than 100 kilometres away, which is capable of repairing the vehicle. The vehicle can also be transported to a branded workshop at the client's request.

The Insurer undertakes to reimburse the costs of transporting the vehicle to the workshop by means of a tow truck.

The Insurer undertakes the tow-to-workshop service during the foreign travel of the Insured Person also for **insured incidents which occur in the country of residence.**

2.1.(2) Storage of motor vehicle

If the insurer has organized the towing of the insured vehicle to the workshop but the repair of the vehicle is not feasible on the date of towing to the workshop (e.g. due to service workload or lack of spare parts), the Insurer organises the storage of the motor vehicle until the date of the repair at a location no more than 20 kilometres away from the workshop doing the repair, and undertakes to pay the invoiced costs of storage for up to 5 days.

2.1.(3) Communication with the workshop

The Insurer undertakes to communicate with the workshop and keep the Insured Person notified of the status of repair works based on the information provided by the workshop on condition that the Insurer organised the towing of the vehicle to the workshop.

The Insurer will not reimburse the costs of the repair and does not accept liability for the quality of repair, the service charges or for keeping the agreed repair time limit.

2.1.(4) Towing of the vehicle home

Following the occurrence of an insured event, if the **repair of the vehicle of the Insured Person cannot be resolved within 3 days (including the day on which the diagnostic test was concluded) based on the written opinion of the workshop prepared on the basis of diagnostic tests ordered and paid by the Insured Person**, the Insurer undertakes to **organise the transportation home of the vehicle to an addresses specified by the owner or operator Insured Person located in the territory of the country of residence and reimburse the transportation costs up to the amount applicable to the "Towing of vehicle home" service in excess of the own risk.**

The Beneficiary must pay 25,000 HUF own risk from the costs of transporting the vehicle home provided that using the tow-to-home service is subject to paying the own risk to the towing service provider immediately on-site.

For the purposes of these conditions, repair of the motor vehicle includes only repair works which are necessary to ensure that the vehicle meets the technical standards required by the traffic regulations in force and can be driven to the address in the country of residence specified above.

2.2. Services to persons travelling in a motor vehicle

Conditions of providing services to the passengers in the insured vehicle:
a) the insured vehicle was towed to the workshop organized by the insurance company and
ba) the Insured ordered the repair of the vehicle, but it could not be finished on that day or
bb) the vehicle is – according to the workshop – not repairable

If an Insured incident occurs, the Insurer undertakes to provide the following services to the passengers of the vehicle **up to the ceiling specified for "L) Services to persons travelling in a motor vehicle" in the Summary of Cover but, within the same, up to an amount of EUR 100 per insured person depending on the number of insured persons travelling in the motor vehicle:**

2.2.(1) motor vehicle and return for the repaired vehicle

The Insurer undertakes to provide one of the following services on the basis of the decision of the Insured Person(s):

2.2.(1) (a) to organise the **delivery to the final destination** of the passengers and their baggage (average baggage up to 20 kg/person) and, following the completion of the works done by the workshop, organise **return travel to the service** and reimburse of related transportation costs. If, however, the vehicle cannot be repaired, the Insurer undertakes to organise the return travel home of the passengers, no later than on the last day of the cover provided by the Insurer, to their address in the territory of the country of residence and reimburse the additional transportation costs thereof, **or**

2.2.(1) (b) **to organise travel** of the passengers and their baggage (average baggage up to 20 kg/person) from the location of the occurrence of the insured incident to their **address in the territory of the country of residence and, when the repair of the car is finished, organise return travel** of one person authorised to drive the vehicle **to the workshop** and reimburse the related transportation costs.

2.2.(2) Reimbursement of accommodation of those travelling in the motor vehicle

If the onward travel of the insured passengers on the day of occurrence of the insured incident cannot be solved, then the Insurer will provide information to the passengers of the motor vehicle in organising hotel accommodation close to the workshop or insured incident and reimburse the cost of accommodation until the vehicle is put in working order or the earliest possible date of onward travel, but not more than 5 days.

The Insurer undertakes to reimburse accommodation costs only if **the Insured Person has previously booked and paid accommodation for the given night(s) more than 100 km away from the location of the insured incident.**

2.2.(3) Provision of rental car

The Insurer undertakes to organise a rental car capable of transporting the passengers of the vehicle and their baggage (average baggage up to 20 kg/person) and reimburse the costs of delivery and rent. **The Insurer does not accept any other costs associated with the rental of the motor vehicle.**

Organising a rental car is subject to the Insured Person fulfilling the conditions required by the rental car company for using the service (e.g. presentation of embossed bank card, presentation of identity documents etc.).

2.3. Reimbursement of telephone and fax costs

The Insurer undertakes to reimburse the telephone and fax costs of the Insured Persons which become necessary in relation to the insured incident.

3. Termination of cover in respect of the Autó-Extra product

The cover provided by the Insurer terminates in the event that:

- the vehicle is deregistered,
- the vehicle is unlawfully appropriated.

4. Documents required to provide the „L) Vehicle assistance - Autó-Extra" product

(in addition to the documents listed in section 12.2 of I General Terms and Conditions):

- (1) written confirmation of the serviceman or workshop doing the repair or determining the failure and of the company towing the vehicle on that the vehicle is not in working condition and the reason thereof, the estimated repair time (or, if the vehicle cannot be repaired, then the relevant justification), itemised list of the repair done, showing separately the call-out fee (travel allowance), repair, parts and shipping costs
- (2) original invoices on the costs incurred in the name of the Insured Person (for invoices pertaining to the vehicle, the invoice must state the identification data of the vehicle, e.g. plate number, model and number of certificate of registration),
- (3) in the event that the vehicle is transported home, the Insurer may request proof of payment of the own risk as a condition of the service (which must, in addition to the documents required elements of the vehicle registration number, date of delivery, as well as the starting and destination),
- (4) for claims for telephone costs, the original telephone bill in his name and the detailed call list.

5. EXCLUSIONS of the L) Vehicle assistance - Autó-Extra package (in addition to the exclusions listed in section 14 of the General Terms and Conditions)

- (1) The Insurer's cover does not extend the non-functioning of the Insured vehicle if:
 - (a) the vehicle is used for carrying passengers or cargo in a business-like manner,
 - (b) the vehicle is used as a rental car,
 - (c) the non-functioning of the motor vehicle is caused by that the vehicle was not maintained according to operational requirements for that type or did not take place at the specified time (e.g. oil replacement, replacement of brake pads, etc.).
- (2) **The service of the Insurer does not cover the following:**
 - (a) **repair costs of the Insured vehicle (e.g. parts, repair, diagnostics),**
 - (b) transportation costs of the passengers' baggage if the baggage cannot be transported together with the Insured person (e.g. owing to its size or weight),
 - (c) damages caused by the company, independent from the Insurer, which is doing the repair and fitting and transportation.

1. INSURED INCIDENT

- (1) Insured incident means when a data loss occurs during the insurance period to data made during the insurance period in the flash memory in a device in the custody of the Insured Person which justifies the data recovery service. **By submitting the service claim, the Insured Person consents to the Service provide process and check the data in order to provide the service specified in this term and to the extent necessary.**
- (2) Successful data recovery: means that the data searched by the Insured Person and indicated on the service claim form have been fully saved, or only a part of the data was saved but the Insured Person claims the outcome.
- (3) The Insured Person can check the outcome on a web interface on the basis of the file list provided by the Service Provider. (Data recoverability depends on several technical factors.)

2. Service provided by the Insurer

- (1) **For the purposes of the Flash-Doctor service, KÜRT Információbiztonsági és Adatmentő Zrt. is also considered as "service provider"** whereas the place of the service is the registered seat of the Service provider (2040 Budaörs, Szabadság út 301.).
- (2) **The geographical scope of the performance of services is the territory of Hungary.**
- (3) Within the framework of the Data recovery service, being a service provided only in-kind, the Service Provider **recovers, to the extent possible, the data stored in the Flash memory** of the electronic device, used for recording digital images and video recordings, in the possession of the Insured Person if such data are corrupted or lost.
- (4) The Service Provider undertakes administration related to the organisation of the recovery of electronic data stored on the Flash memory. The Insured Person must pay the Insurance premium and, in case of successful recovery, the own risk but is not required to bear or pay any other fees or costs.
- (5) In order to better fulfil its obligations, the Service Provider is entitled to employ subcontractors and suppliers. The Service Provider is liable for the work of its subcontractors as if he himself had carried out the work.
- (6) In relation to the service claim, the Insurer will inform the Insured Person of the following after data reconciliation and verification of cover:
 - If the Insured Person is not covered, he will be informed of the Service Provider's data recovery service offered in the market, and the expected costs, and he decides to contact/ not to contact the Service Provider.
 - If the Insured Person is covered, the Insurer will forward the claim, including the service claim form, to the Service Provider.
- (7) The Service Provider sends a courier for the damages device at its own cost and outlines the process of the data recovery service which is the following depending on the outcome of the inspection:
 - if, pursuant to the insurance contract, the Insured Person is not eligible for the Data recovery service (e.g. the terms of the insured incident are not fulfilled or the Insurer is exempted from service under these terms and conditions) and the Service Provider informed the Insured Person of the same, the Insured Person may at decide to directly engage the Service Provider to provide the data recovery service. If so, all costs of recovery and delivery will be borne by the Insured Person.
 - if the Insurer is obliged to provide the service as described above, the Service Provider will attempt the data recovery and inform the Insured Person on the details thereof including, in particular, the expected time of completion. The Service Provider must use all reasonable efforts which can be expected and is allowed by the applied technology to make a successful data recovery in relation to the data loss notified by the Insured Person and proven true as a result of the Service Provider's fault localisation process. The Service Provider undertakes to provide the service within 30 days or, if the service cannot be provided, informs the Beneficiary of the available additional service (new Flash memory) and arrange the delivery thereof. it is not considered as delay by the Service Provider if data recovery is not possible for reasons beyond the Service Provider's control.

During the data recovery:

- (a) **if the data cannot be restored fully or the Insured Person does not accept partial recover as successful data recovery**, the Insurer will fulfil its service obligation, via the Service provider, by delivering a new Flash memory (memory card or stick, depending on the Insured Person's choice) of capacity comparable with that of the damaged or corrupted data carrier but of maximum HUF 4,000 (that is four thousand Forints) gross value, and simultaneously returning the damages data carrier.
- (b) **if data can be recovered in full or, in case of partial recovery, the Insured Person accepted the data recovery as successful**, the Service Provider will send the damaged data carrier and the data carrier storing the recovered data to the Insured Person by courier. **The Insured Person may take over the recovered data against payment of the own risk to the Service Provider.**

3. M) Flash-Doctor data recovery insurance - terms of service

The Insured Person must notify the insurance claim to the Insurer **within 15 days** of the occurrence of the insured incident and in any case **no later than 15 days from the expiry of insurance** (by e-mail, fax or registered letter) by using the Service Claim Form for the "Flash Doctor" product available on the website of the Insurer or the on the **"Online data recovery claim form" of the www.eub.hu website.**

The Insured Person must cooperate with the Service Provider and, if it can reasonably be expected from him, permit and allow the Service Provider to carry out all tests concerning the data carrier and the possible data loss.

The Insured Person is obliged to pack the damaged/corrupted data carrier(s) to be delivered to the Service Provider for data recovery in a secure manner (possibly in a closed plastic bag providing protection from damage or in a padded package which cannot be opened in a non-destructive manner), and is responsible for the same.

In order to fulfil the service claim, the notification for the recovery or presumed or real data loss must include:

- (a) the Insured Person's name and contact information (address, phone number, e-mail address) and the number of his insurance contract;
- (b) the name and type of the data carrier and the digital imaging device (phone, PDA, GPS, camera, etc.);
- (c) the presumed cause of the error and its place and time;
- (d) the duration of the occurrence of the sought data, their location, content and volume (size or quantity);
- (e) The Insured Person must declare on the claim form that he requests recovery of the data and, in case of successful data recovery, **undertakes to pay the own risk stated in the insurance policy, which he must pay directly to the Service Provider after the completion of the service and before receipt of the recovered data.**

The Insurer may also request as a condition of the service the consent of the Insured Person, Policyholder or Beneficiary or their legal representative to forwarding the data (in the form required by the relevant data service provider) where the Insurer has undertaken to obtain any of the documents requested above but the persons issuing the same (e.g. authorities, physicians, hospitals) make the issue thereof a condition of presenting the consent.

4. EXCLUSIONS FOR THE M) FLASH CARD DATA RECOVERY INSURANCE (IN ADDITION TO THE EXCLUSIONS LISTED IN SECTION 14. OF I. GENERAL TERMS AND CONDITIONS)

Except for the organisation of the delivery and repair of the data carrier, the cover of the Insurer does not extend to the costs of delivery and data recovery according to the special needs of the damaged data carrier because of the following reasons:

- (a) removal or repair of the damage can be claimed on the basis of another contract (e.g. supply, maintenance or travel insurance contract, statutory or manufacturer's warranty);
- (b) placing or forcing in the data carrier of foreign objects which are unwanted for the use of the data carrier;
- (c) disassembly or conversion of the data carrier;
- (d) if the Flash card was not in the custody of the Insured Person at the time of the data loss.

Európai Utazási Biztosító Zrt.

**Present General terms and conditions and Specific terms and conditions have been prepared in both Hungarian and English language.
In case of differences the Hungarian text shall be applicable.**

These general insurance terms and conditions (hereinafter as "General Terms and Conditions") and Specific Terms and conditions (hereinafter as "Specific Terms and Conditions") apply to the insurance contracts concluded with Európai Utazási Biztosító Zártkörűen Működő Részvénytársaság (a company listed in the Register of Travel Insurance Groups and a member of the Generali Group whose registered seat is at 1132 Budapest, Váci út 36-38., hereinafter as "Insurer") with reference to these General Terms and Conditions and Specific Terms and Conditions, unless agreed otherwise.

Matters not covered in these General Terms and Specific Terms are governed by the provisions of Act IV of 1959 on the Civil Code and the laws of Hungary in force from time to time.

1. DEFINITIONS

- (1) Accident:** means any sudden one-time physical and/or chemical impact which affects the Insured Person independent of his will during the period of coverage and causes such anatomical damage, as certified by a physician, which justifies acute targeted therapeutic intervention.
- (2) Forfeit money:** means payable by the party to the travel contract on the basis of the travel contract if the insured person does not wish to make use of the service specified in the travel contract at the originally specified time for a reason arising in his own interest.
- (3) Forfeit money period:** means the period of time specified in the travel contract before the planned start of the travel, during which the party to the travel contract must pay forfeit money according to the travel contract in case he cancels the travel.
- (4) Insured incident:** means the scope of events upon the occurred of which the Insurer agrees to provide the serviced defined in the given chapter of these Terms and Conditions provided that none of the other circumstances limiting the coverage obligation, as specified in the insurance terms and conditions, prevail (e.g., exclusions, exemptions) and the incident(s) occur within the territorial scope and period of the insurance contract.
- (5) Insurance period:** means the period specified in the insurance policy.
- (6) Insured travel fee:** means the sum specified in the insurance policy based on the travel contract, for which the Insurer undertakes the risk.
- (7) EUB-Assistance:** means the assistance service of the Insurer which can be contacted by telephone day and night (Tel: +361 465 3666).
- (8) Natural disaster:** the following are considered as natural disaster for the purposes of these Terms and Conditions: lightning, storm, hail, rocks, rockfall, landslide, rainstorm, flood and earthquake the occurrence of which at the given location is documented by the competent authority.
Lightning: means damage caused by the devastating force or heat effect of lightning or ball-lightning directly hitting the insured property, and surge or induction caused by lightning to the insured electrical machinery, apparatus, and equipment.
Storm: means damage caused to the property by the pressing and/or suction effect of wind of at least 15 m/s speed including damage caused by concomitant leakage through the roof disrupted by the storm.
Hail: means fractures or damages caused to the insured property by precipitation falling in the form of hailstones, and concomitant leakage through the roof disrupted by the storm.
Rocks, rockfall and landslide: means the damage caused to the property by falling (moving) rocks, stones or land mass except if the incident is the consequence of human activity or any design, construction or maintenance error of a building.
Rainstorm: means the damage caused to property through destruction or flooding by large amounts of water from rainstorms flowing on ground-level, including flooding caused by the drainage systems becoming inadequate.
Flooding: means the outpouring of any permanent or periodical natural or artificial watercourse, lake or reservoir water in flooding areas protected against flood, and • the impact of springs and imbibition waters caused by high water levels on the safe side of flood protection embankments. Floodplain: means the area between the bank of a river and the flood protection embankment. Unsaved flood basin: means the part of the floodplain between the bank of a river and the public road, railway or embankment built parallel with it or the border of the inner area of settlements. Damage caused by internal waters, ground water or wetting without flooding, or to residential buildings located in the floodplain or unsaved flood basin are not construed as flood for the purposes of these Terms and Conditions.
Earthquake: means the damage caused to the insured location by earthquake reaching grade five on the MSK-64 scale.
- (9) Certified medical documentation:** Medical opinion issued by a medical practitioner (if necessary, a specialist) licensed at the location of the occurrence of the insurance incident.
- (10) Hospital:** Means an institution providing licensed inpatient care which is recognised by the competent authority and professional supervision of the country in which the attendance is provided, and which is under permanent medical control and supervision. The following **are not considered as a hospital** for the purposes of this insurance even if they are engaged in hospital inpatient care: wards providing this type of service described above of nursing homes, rehabilitation centres, spas, health resorts, alcohol and drug rehab institutions or hospital provided that the insured person received service corresponding to the type of the ward.
- (11) Hospital inpatient treatment** is given to the person who spends the night in the hospital. Hospital inpatient treatment begins on the first day of hospitalization and ends on the last day thereof.
- (12) Immediate relatives:** For the purposes of these Terms and Conditions, immediate relatives are the spouses, civil partner, registered civil partner, next of kin, adoptive, step and foster children, adoptive, step and foster parents, and siblings.
- (13) Country of residence:** means Hungary or, if the permanent residence of the insured person is not Hungary but the territory of a country neighbouring Hungary, except for Ukraine, then the country of permanent residence.

(14) Online contracting system: means any electronic contracting applications used or approved by the Insurer which are suitable for concluding travel insurance by electronic means. The Insurer issues an insurance policy of the insurance contract concluded by using the online contracting system.

(15) Medical practitioner: Means a person holding human medical diploma certifying expertise required for the nature of the particular treatment who qualifies as medical practitioner according to the official requirements of the location where the service is provided, who is holding the official licences, issued by the authority and/or professional supervision competent for the location where the service is provided, required to provide the particular type of healthcare service and is listed in the national register of medical practitioners at the location where the service is provided. For the purposes of the insurance Terms and Conditions, a relative of or any person living in the same household with either the Insured person or the Beneficiary or any person in connection with whose state of health the insured incident occurred is not considered a medical practitioner even if he meets the above criteria.

(16) Medical attendance: means healthcare attendance provided by a medical practitioner.

(17) Medical opinion: means a written medical documentation which includes the diagnosis, the date and detailed descriptions of the medical treatment, the findings of the tests made (for imaging tests, their description) as well as a clear indication of the institutions and medical practitioners providing the medical service.

(18) Emergency (medical) care: means the medical care confirmed by certified medical opinion which is used by the person concerned for one of the following reasons:

- if the lack of immediate medical care is expected to jeopardise a person's life or physical safety, or cause irreparable damage to the health or physical well-being of a person,
- if a person needs immediate medical attention based on the symptoms of the person's disease (examination, bleeding, acute infectious disease, high fever, vomiting, etc.),
- if a person needs immediate medical attention owing to a serious healthbeat which occurred during the term of the insurance,
- if a person needs immediate medical attention as a result of an accident.

(19) Summary of cover: means **Section 10(4) of I General Terms and Conditions**, which contains, for each product, the maximum amount of the insured travel fee in respect of each service.

(20) Terrorist activity: means any violent act, act threatening with violence or act dangerous to human life or tangible or intangible property or the infrastructure, which takes a stand in favour any political, religious, ideological or ethnic goal or is directed at or is capable of influencing any government or filling the society or any part thereof with fear.

(21) Travel service, travel reservation: travel services include air, water or land passenger transport, the provision of accommodation and associated services (e.g., tour guide, vehicle rental). Travel service reservation means when a written travel contract is made between the customer of a future service and the tour operator providing the travel service or an economic operator selling the travel as a travel agent, provided that the economic operator which actually provides the service registered the reservation in its registration system in a provable manner and confirmed the order in writing (e.g., the flights ticket is issued, the reservation is registered in the reservation system of the hotel operator with parameters corresponding to the order in a provable manner, and this fact is confirmed in writing). For the purposes of these Terms and Conditions a service whose value is paid with a voucher of any nature (e.g. Erzsébet voucher, voucher issued by a travel service provider) or any allowance available in any frequent user or frequent client system (e.g., by using the collected points) is not considered a travel service.

(22) Travel contract: means a written contract in accordance with the law in force which covers travel services and governs the rights and obligations of the travel service provider and the party making use of the services, which includes, in particular, the time and date of the start of the service, its duration and main characteristics, and the obligations of the parties in case the contract is amended or the travel is cancelled.

(23) Tour operator: means the economic operator which undertakes to provide the travel service based on the travel contract and is authorised to act as a tour operator under the laws in force or is authorised for providing scheduled air, water or land transport services under the laws in force (e.g., airline).

(24) Travel agent: means the economic operator which sells travel services under an agreement made with the tour operator, which is authorised to carry out such activity under the laws in force.

(25) Passenger: means the natural person who makes use of or intends to make use of the travel service based on what is set out in the travel contract.

(26) Party to the travel contract: means any person or organization who/which enters into the travel contract with the tour operator or agent for the travel services and pays the service to the tour operator.

2. Subjects of Insurance Contracts (Insurer, Policyholder, Insured Person and Beneficiary)

- Insurer** means **Európai Utazási Biztosító Zrt.**, who bears the insurance risk against the payment of insurance premium and undertakes to provide the services defined in the Summary of cover and the Specific Terms and Conditions provided that the legal basis prevails.
- Policyholder** means the party who enters into the insurance contract and pays the insurance premium.
- Insured person** can be a natural person in respect of the incidents of the life, health condition or properties of whom the contract is concluded.
- Beneficiary:** means the party to the travel contract or, in the event of his death or termination, his heir or legal successor.

3. FORMATION OF INSURANCE CONTRACTS (CONCLUSION OF INSURANCE CONTRACTS)

The formation of the insurance contract shall be subject to the insurance contract is concluded and the insurance premium is paid on the day the travel is reserved or, in the only case where the travel is reserved earlier than 14 days before the starting date of the travel, no later than within 5 days of the date of the reservation of the travel.

4. ENTRY INTO FORCE AND TERM OF THE CONTRACT

- (1) The Insurer considers valid only offers submitted to it via the online contracting system.
- (2) The insurance contract enters into force at the time specified in the insurance contract/policy as the beginning of the insurance provided that the total amount of the insurance premium has been previously paid to the cash-desk or credited to the account of the Insurer (or its agent or representative) in a provable manner, and ends on the expiration date indicated in the contract/policy or, only in respect of inability to travel, until the time specified in the travel contract as the starting time of making use of the travel service. If the starting time of making use of the travel service is not specified by the hour and minute in the travel contract or any appendix thereof, the effect of the insurance contract expires at 12:00 o'clock on the first day of making use of the travel service at latest.
- (3) Cover by the Insurer:
 - (a) In respect of inability to travel, the assumption of risk by the Insurer starts on the first day of the forfeit money period.
 - In the event that the cover of the Insurer started already on the date on which the insurance is concluded, the cover on the date of conclusion extends to accidents only. If the insurance contract is concluded after the date on which the travel was reserved, and the cover commenced simultaneously, the cover by the Insurer extends only to accidents during the first 5 days.
 - In case of reservation during the 2 calendar days before the starting date of the travel, the cover by the Insurer extends only to accidents and death.
 - (b) In respect of the travel interruption, the cover by the Insurer starts at the time specified in the travel contract as the start of the travel and no earlier than following the payment of the insurance premium, and expires at the time specified in the travel contract as the end of the travel or, for the Storno Kombi product, the time of expiry specified in the travel contract.
- (4) The latest time for the start of cover is, in case of the Storno Kombi product, the 365th day respectively, in case of the Storno Basic product, the 550th day of the conclusion of the insurance contract.
- (5) The insurance contract lasts until the expiration date specified in the insurance contract and not more than 365 days from the date of the entry into force thereof.

5. CASES OF TERMINATION OF THE CONTRACT

The contract terminates in the following cases:

- (a) upon the expiry specified in the insurance contract,
- (b) Upon the death of the Insured Person,
- (c) if the Policyholder claims a refund of premium, on the day the claim for premium refund is submitted or at the time which is the start of the period in respect of which the Insurer refunds the premium.

6. GEOGRAPHICAL SCOPE OF THE INSURANCE

The geographical scope of insurance contracts extends to the whole world excluding the Antarctica and the territories of countries or regions which, on the first day of the cover or the date of entering the given country/territory, are on the list of target countries or regions which are not recommended for travel by the Ministry of Foreign Affairs of Hungary. (visit at <http://konzuliszolgalat.kormany.hu/utazasra-nem-javasolt-tersegek>).

7. RIGHTS AND OBLIGATIONS OF THE SUBJECTS OF THE CONTRACT

7.1. Data Protection and Confidentiality

- (1) To attend its obligations, the Insurer is entitled to process such data of its clients qualifying as insurance secret which are related to the insurance contract, its conclusion, registration and the services. The purpose of data processing can only be such which relates to the conclusion of the insurance contract, its modification or keeping in the portfolio as well as evaluating claims arising from the insurance contract, or any other purpose specified in the Insurance Act. The policyholder, the insured person, the beneficiary, the claimant and any other persons entitled to the service of the insurer are considered as clients of the insurer. For the purposes of the provisions on data protection, any person who makes an offer for contract is also considered as a client. The insurer may process data concerning the client's health status only with the written consent of the data subject.
- (2) If the client discloses such data to the insurer when concluding the contract, the insurer may, beyond the data processing purposes above, process the client's telephone number as personal data in order to send the key data of the insurance (policy number, the start and end of the cover, etc.) by means of SMS to the telephone number provided after the conclusion of the insurance contract. The provisions of paragraphs (3) to (6) duly apply to data processing concerning telephone numbers. **By providing the telephone number to the insurer and accepting these insurance terms and conditions, the Contracting Party consents to the Insurer processing the telephone number as personal data for the purposes specified above.**
- (3) Insurance secret comprises all of the data – other than classified information – in the possession of insurance companies, reinsurance companies, insurance intermediaries and insurance consultants which pertain to the particulars, financial situation or business affairs of their clients (including claimants), and the contracts of clients with insurance companies and reinsurance companies.

Insurance secret comprises the following data:

 - personal data of the clients of the insurer;
 - insured property and its value;
 - sum insured;
 - data relevant to health status;
 - amount of the sum insured and time of its payment;
 - all significant facts and circumstances relevant to the insurance contract, its conclusion and registration, and the service.
- (4) The insurer is entitled to process personal data and the data directly related to health status processed by it during the life of the insurance relationship and as long as any claim can be asserted in connection with the insurance relationship. The insurer is entitled to process personal data relating to any frustrated insurance contract as long as any claim can be asserted in connection with the frustration of the contract. The insurer must delete all personal data

relating to its current or former clients or to any frustrated contract or data directly related to health status in connection with which the data in question is no longer required or the consent of the data subject to processing is not available, or if it is lacking the legal grounds for processing such data.

- (5) Unless otherwise provided by law, the owners, managers and employees of the Insurer and all other persons having access to insurance secrets in any way or form during their activities in insurance-related matters are required to maintain professional confidentiality with no time limit whatsoever. Insurance secrets may only be disclosed to third parties
 - under the written consent of the client of the insurer to whom they pertain or his legal representative, precisely specifying the insurance secrets that may be disclosed,
 - if there is no legal confidentiality obligation under Act LX of 2003 on Insurance Companies and Insurance Activities.

The list of organisations in respect of whom the insurer is not subject to confidentiality obligation is included in the Client Information.

The following are not considered a violation of insurance secrets:

- disclosure of summarised information from which the clients and/or the specifics of their business cannot be identified;
- disclosure of information, other than personal data, to the minister for legislative purposes and in connection with the completion of feasibility studies;
- data supply to comply with statutory provisions relating to consolidated supervision and supplementary supervision.

Data transfer to an insurer in a Member State or data processing organisation in a Member State (Member State data processor) is considered as if the data transfer took place within the territory of Hungary.

- (6) The Company must supply information to the given client, upon request, on his data kept in the records of the Insurer, the purpose, legal basis and duration of data processing, the name, address and registered office of the data processor and its activities related to data processing, as well as on who receive or have received the data and for what purpose. An act may prohibit supplying information on data transfer. The Company must enter any data corrections initiated by the given client in its records. As regards data which can be associated with a deceased person, the rights of the data subject may be exercised by the heir of the deceased person or the entitled person named in the insurance contract.

7.2. Liabilities Related to Taxes

The Insurer assumes obligation and pays refund to the eligible person only based on an invoice which states the amount of the value-added tax or which allows calculating the amount thereof.

7.3. Damage Prevention and Mitigation Obligations of the Insured Person

- (1) When carrying out any activities, the Insured Person must act with the generally expectable care and attention.
- (2) **In case of an accident or occurrence of symptoms of illness, he must seek medical assistance within 1 day at the latest and continue the medical treatment until the end of the healing process. In critical cases, assistance must be requested from the local emergency coordinating centre by calling the medical emergency number commonly used in the place of occurrence.**
- (3) The Insured Person must take the medical preventive measures required by the National Public Health and Medical Officer Service for the territory of the travel and, in doing so, take the required vaccinations and preventive medications in proper time and dosage and in a provable manner. At the request of the Insurer, the Insured Person must submit as evidence e.g. the photocopy of the vaccination book, certificate of buying the medication or other document.
- (4) **The Insurer does not refund the costs of activities aimed at preventing damage.**

8. INSURANCE PREMIUM

8.1. Calculation of the Insurance Premium

The insurance premium is the consideration of the cover provided by the Insurer. The amount of the insurance premium is included in the insurance contract. The insurance premium is calculated as a percentage of the insured travel fee on the basis of the current fee structure of the Insurer in force at the time the contract is concluded.

8.2. Payment of the Insurance Premium

- (1) The insurance contract is made with one-time premium payment. The premium is payable at the conclusion of the contract.
- (2) The Policyholder fulfils his obligation to pay the insurance premium when the insurance premium is paid to the cash-desk or credited to the account of the Insurer or its representative (agent).

8.3. Refund of Premium

The Policyholder may claim a premium refund in the following cases:

- (1) The Insurer undertakes to **refund the total amount of the insurance premium** if all of the following conditions are met:
 - the Policyholder submits its written claim for premium refund to the organisational unit of the Insurer or its agent where the insurance contract was concluded no later than on the day before the start of cover (before the first day of the forfeit money period),
 - the Policyholder simultaneously delivers to the given organisational unit all original and duplicate copies of the insurance policy in full or, in case of online contracting, it can be concluded beyond doubt that the insurance contract was concluded.
- (2) **The Insurer will not refund the insurance premium after the start of cover.**

9. INSURED INCIDENT

- (1) In respect of the **service concerning inability to travel**, insured incident is if the Insured Person becomes unable to travel during the cover by the Insurer.

For the purposes of the insurance, the Insured Person is **considered as being unable to travel if he is unable to make use of the planned travel service, which is covered by the insurance contract, for any of the following reasons:**

 - (a) **Sudden illness or accident of the Insured Person which occurs without a history and due to which the Insured Person received emergency medical attendance in a justified manner before cancelling the travel service,**
 - (b) death of the Insured Person,
 - (c) sudden illness or accident, without any history, of a close relative or civil partner of the Insured Person or a spouse or civil partner of another insured person under the given contract due to which the given person received emergency medical attendance in a justified manner before cancelling the travel service,

- (d) death of a close relative or the Insured Person or a close relative of his/her spouse or civil partner within 60 days before the start of the travel service,
- (e) if the travel contract was concluded (the reservation was made) for a total of five persons including the Insured Person (if the five persons can be clearly identified based on the travel contract), and each of the five persons is insured, then the sudden illness or accident, without any history, of any other insured person due to which the given person received emergency medical attendance in a justified manner, or the death of any other insured person,
- (f) if, owing to any damage caused to the property of the Insured Person by fire, natural disaster or crime committed by any third person, the presence of the Insured Person in Hungary during the term of the travel is absolutely necessary,
- (g) the passport and/or identity card, driver license of the Insured Person of the registration certificate of the vehicle he/she owns is unlawfully stolen before the travel but the existence thereof is a condition to making use of the travel service and it is not possible to replace it before the start of the travel even within the framework of a priority procedure,
- (h) the employment of the Insured Person is terminated by the employer through no fault of the Insured Person. The Insurer undertakes the service only if the employment of the Insured Person with the given employer was made for an indefinite term and not less than 30 hours a week and has been continuing for at least one year at the time the travel is reserved. The time of the insured incident is the time of termination by the employer, however, the Insurer undertakes to pay no earlier than following the presentation of an employer's certificate issued by the employer on the last day at work,
- (i) pregnancy of the Insured Person, if verified after the start of cover. If the fact of pregnancy was known already upon the start of cover, only unforeseeable and unexpected pregnancy complications are considered as an insured incident due to which the given travel is contradicted based on the written opinion of a specialist.
- (j) in the case of insured spouses who travel together during the given travel, a matrimonial case initiated by either spouse against the other during the period of cover, except the claimant spouse withdraws from the case during the period of cover or the parties make peace with each other during the procedure and the court discontinues the case for that reason. For the purposes of this paragraph, matrimonial case means cases initiated for the invalidation of a marriage or establishing the non-existence thereof, excluding cases for establishing the validity or existence of the marriage, and divorce cases. The date of the insured incident of the date on which the statement of claim in the matrimonial case is notified by the court to the defendant.
- (k) if the Insured Person fails to pass the secondary school leaving examination during the period of cover and the make-up examination is due before the planned start of the travel or within one month thereafter,
- (l) if any authority or court unexpectedly summons the Insured Person as a witness during the period of cover due to which he/she must appear in person before the competent authority or court during the travel and the authority or the court does not accept the travel as a reason for excuse.

It is not considered as inability to travel if the obligation of the passenger to pay forfeit money arises due to that he/she cancels the travel owing to weather conditions, natural disasters or other events caused a security risk, or fails to appear at the travel for any of the same reasons.

- (2) For the purposes of the **"Travel interruption" service** insured incident means if the Insured Person is forced to interrupt his travel for any of the reasons below and he is required to travel home to the territory of the home country at least one day earlier than the planned date (but no later than before the last day of the period of cover applicable for the travel interruption service):
- (a) sudden illness or accident of the Insured Person or his/her close relative who is also considered an Insured Person within the framework of this insurance which occurs without a history and due to which the Insured Person received emergency medical attendance in a justified manner abroad before the interruption of the travel and due to which his/her repatriation is necessary for continuing his medical attendance, which is medically documented,
- (b) death of the Insured Person,
- (c) a close relative or civil partner of the Insured Person or a close relative or civil partner of his/her spouse or civil partner who is also considered an insured person under the same contract falls into a life-threatening condition during the period of cover, which is medically documented,
- (d) death of a close relative or the Insured Person or a close relative of his/her spouse or civil partner during the period of cover,
- (e) if, owing to any damage caused to the property of the Insured Person by fire, natural disaster or crime committed by any third person, the presence of the Insured Person in Hungary prior to the end of the travel is absolutely necessary,

10. SERVICE PROVIDED BY THE INSURER

- (1) On the basis of the insurance contract, the Insurance Company provides the services defined in the Chart of Services and the specific conditions if the event insured has occurred and been notified provided that the legal basis exists.
- (2) In the event of **inability to travel**, the Insurer will refund the amount **invoiced** by the tour operator **as forfeit money** to the party to the travel contract in accordance with the terms and conditions of the travel up to the amount which has been paid in a proven manner to the tour operation of its agent prior to the cancellation of the travel at latest, **minus the own risk**, subject to the following:
- (a) where the cancellation concerns a **flight ticket**, the service of the Insurer applies to the fee of the travel service (flight tickets) which was not used in a proven manner and the ticket service fee provided that these were part of the insured travel and that the insurance premium has been paid for the total amount. As regards the ticket service fee, the Insurer undertakes service up to HUF 15,000 per ticket. The Insurer refunds the amount of the airport tax in case the tax cannot be refunded, whether in whole or in part, according to the terms and conditions of the airline and the insured travel fee respectively the insurance premium were determined by observing the non-refundable part.
- (b) **If the insured travel fee determined in the insurance policy is lower than the full price of the travel service (for which the forfeit money was determined)** the service of the Insurer is determined as the percentage of the travel fee determined in the policy equal with the ratio of the amount invoiced as forfeit money to the total travel service fee. The own risk from time to time is deducted from the so calculated service amount.
- (3) **In case of Travel interruption**, if the Insured Person returns home to the territory of Hunga-

ry at least one day earlier than the day determined in the travel contract as the last day of the travel, then the Insurer will refund the time-proportionate value of the travel services due to and paid for by the Insured Person before the start of the travel which he/she was unable to make use of due to his/her early return home and for the refund of which he/she is otherwise not entitled for.

If the Insurer refunds the costs of the travel home or repatriation of the Insured Person under a separate travel insurance contract, then the Beneficiary is not entitled to refund for the cost of travel home included in the travel fee within the framework of the "Travel interruption" service under this contract.

(4) Summary of Cover Services (HUF) – name of insurance product:	Insurance for inability to travel (storno) and travel interruption	
	Storno Kombi (can be purchased in combination with travel insurance)	Storno Basic (can be purchased independently)
a) maximum insured travel fee per reservation and insured incident:	2 000 000	2 000 000
b) maximum insured travel fee per insured person:	1 000 000	500 000
c) own risk of the beneficiary as percentage of the amount to be refunded by the insurer:	0%	20%
d) minimum amount of own risk of the beneficiary:	–	10 000

- (5) **The Insurer considers as the start of the inability to travel that date of cancellation or, at latest, the working day on which the reason for the inability to travel becomes known and will provide service up to the obligation of the party to the travel contract to pay forfeit money at that time.**
- (6) The Beneficiary does not take any own risk in case the reason for the inability to travel is the death of the Insured Person or his/her close relative or that the Insured Person received emergency inpatient hospital treatment at the time of the start of the travel.

(7) The Insurer provides service up to the amount of the insured travel fee determined in the insurance contract / policy within the framework of the maximum sum insured specified in the Summary of Cover.

(8) The ceiling of any and all contractual obligations of the Insurer in relation to an insured incident under any legal title is maximum 300 million Forints, regardless of the number of contracts and persons affected by the given incident and the service amounts specified in the individual contracts for each Insured Person or incident.

(9) Language of Communication

The Insurer and EUB-Assistance undertakes communication **with the Insured Person or the person acting on behalf of the Insured Person in the Hungarian or English** languages. **In case of any dispute the declarations made in the Hungarian language prevail.**

11. TERMS AND CONDITIONS OF THE INSURER'S SERVICE

11.1. Reporting of the Insured Incident. Presentation of Service Claim. Obligation to Cooperate and Inform

(1) Reporting of the Insured Incident

The insurer undertakes to provide service only in the event that notice of the cancellation of the travel service is given to the tour operator immediately after the occurrence of the insured incident and no later than on the first working day following the date of occurrence, and the event indicated as the reason for the cancellation is reported to EUB-Assistance immediately after the occurrence and in any case within 12 hours, supplying the following information (where both the beneficiary and the insured person are in a life-threatening condition or receive hospital treatment, the notification must be given following the termination of the life-threatening situation or the hospital treatment):

- time of the cancelled travel service, name and address of the tour operator,
- name and address of the party to the travel contract,
- name of the cancelled traveller(s),
- the exact reason for the inability to travel or the travel interruption,
- **where the reason for the inability to travel or travel interruption is the illness or accident of any person**, name, address and telephone number of the person who is ill or suffered accident – where he/she can be contacted at any time during a period of 5 days of the notification, and name and contact details of the medical service provider (e.g., physician, hospital),
- number of the insurance policy covering the inability to travel,
- name, address and telephone number of the person giving the notification.

(2) Presentation of Service Claim

To present a service claim, the Beneficiary must present the documents specified in section 11.2 to the Insurer as soon as they are available following the occurrence of the insured incident. The Insurer undertakes to satisfy the service claim only after receipt of all required documents.

(3) The Insurer is not obliged to provide service if conditions significant from the perspective of the Insurer's obligation are impossible to investigate owing to the conduct of the Policyholder or the Insured Person as follows:

- (a) they do not report the occurrence of the insured incident as described above,**
- (b) they do not provide the information necessary to evaluate the service claim and provide the services or does not assist in obtaining the required information or does not allow verification of the content of information,**
- (c) when the report is made, the contents of the declarations they make differ from the contents of official documents and other information at the disposal of the Insurer,**
- (d) they submit untrue data to the Insurer.**

(4) If the declarations of the Policyholder respectively the Insured Person given to the Insurer differ unreasonably, or the reasonable or factual cause of the difference is not justified, then the Insurer will accept as real the declaration made earlier.

11.2. Documents Required to Provide The Service

The obligation to submit documents to the Insurer burdens the Policyholder, the Insured Person or the Beneficiary (hereinafter the "client"), except in case of illness or accident where EUB-Assistance undertakes to obtain the medical opinion prepared in connection with it and other cases where the Insurer notifies the client that it will obtain documents from third parties.

If the Insurer or EUB-Assistance assumed to obtain the documents the Insurer may request consent of the client or his legal representative to forward insurance secret to third parties and to disclose data (in the form required by the given data supplier) as a condition to provide the service where the third parties issuing the requested documents (e.g. authority, physician, hospital) make the release of the documents subject to the presentation of a declaration of consent. If the third party does not release the requested documents to EUB-Assistance within the requested time limit, the Insurer or EUB-Assistance inform the client thereof and notify him that the client is obliged to obtain the documents for the above reason.

When submitting the service claim, the documents listed below must be presented:

- (1) original copy of the insurance policy,
- (2) **service claim form** made available by the Insurer and fully and truthfully filled out and signed by the beneficiary or his proxy,
- (3) receipt of bank statement in proof of the payment of the insurance premium for inability to travel,
- (4) travel contract,
- (5) documents issued by the tour operator as confirmation of the reservation of the travel service which includes the nature and time of the travel service, and the name of the participating travellers,
- (6) the invoice issued by the tour operator on the value of the reserved travel service,
- (7) receipt or bank statement which certifies that the party to the travel contract paid the value of the travel service to the tour operator or travel agency,
- (8) invoice of the tour operator issued on the cancellation costs (forfeit money) related to the cancellation of the travel service, which includes the service which was not used, data identifying the Insured Persons who cancelled and the service, the amount of the forfeit money, and the date of cancellation,
- (9) certificate of the tour operator or airline on the non-used services the price of which it will not refund,
- (10) the written cancellation of travel service presented by the client to the tour operator,
- (11) the intact and complete voucher and/or flight ticket issued by the tour operator for the non-used service,
- (12) photocopy of the records of the family doctor, journal entry, specialist report or final hospital bulletin, which include the following information:
 - tests made, diagnosis, proposed treatment,
 - for chronic diseases: how the detected symptoms differ from the patient's previous status, when the given person saw a physician in relation to the given illness during the period of one year before the reservation, his/her complaints and the treatment he/she received (full medical documentation concerning the treatment, photocopy of medical journal and test findings),
 - at the time of the medical examination, when is improvement in the patient's condition expected such that he/she becomes able to participate in the given travel from a medical point of view,
 - medical journal number or case number or, in case of computer data recording, printed data concerning the treatment,
 - date, the physician's stamp number and identification name of his/her workplace,
- (13) in the case of specialist attendance, the accounting statement while in case of private attendance the accounting record issued on the fee paid as consideration for the treatment,
- (14) death certificate,
- (15) as proof of the Beneficiary's eligibility: original or certified copy of the final probate order or extract or certified copy thereof which clearly includes the identification of the heir(s) and the data of the notary public, or certificate of inheritance,
- (16) in case of damage to the property of the Insured Person, the certificate of the police, fire department and/or insurer which documents the occurrence and extent of the damage and the circumstances of the harmful event,
- (17) in case of a traffic accident, the minutes taken by the police of the accident,
- (18) if the reason for the inability to travel is the illness or accident of any person, declaration of the given person or his/her authorised relative on that he/she exempts the physicians and healthcare institutions conducting his/her treatment from their confidentiality obligation with regard to data necessary to the consideration of the service of the insurer,
- (19) in the event that documents were stolen, the protocol taken by the police upon reporting the same,
- (20) in case of termination of employment:
 - photocopy of the identity card of the insured person,
 - photocopy of the employment contract,
 - photocopy of the official certificate of employment issued by the employer on the last day spent in work,
 - document terminating the employment (reasoned notice of the employer or data form introduced by the Insurer for that purpose, duly completed and signed by the employer),
- (21) in case of failed secondary school leaving examination, official certificate of the given educational institution regarding the time of the failed examination and the possible make-up examination dates,
- (22) if summoned as a witness by a court or authority, photocopy of the ruling and proof that the court or authority did not permit absence by reason of the travel on the basis of the application of the Insured Person,
- (23) in case of claims related to a matrimonial case, official documents clearly supporting the facts and time thereof.

11.3. Due Date of the Insurer's Service

- (1) The Insurer provides the service claim reported to **it within 15 business days of the receipt of all documents required for the evaluation thereof** unless the special terms and conditions provide otherwise.
- (2) If the documents requested by the Insurer are not submitted or are submitted repeatedly incomplete, the Insurer may refuse to provide the service or evaluate it on the basis of available documents.

(3) The Insurer is not liable for any damage caused by any delay in the provisions of any services if the delay is attributable to any event beyond the control of the Insurer or its agents (force majeure type events).

12. RELEASE OF THE INSURER FROM PROVIDING THE SERVICE

- (1) The Insurer is released from providing the service if:
 - (a) the insured incident was caused intentionally or through gross negligence by the Policyholder or the Insured Person or their relatives living in the same household,
 - (b) the Insured Person failed to comply with any loss prevention and/or mitigation obligation.
 - (c) the travel fee due under the travel contract was not paid to the tour operator travel on the starting date of the travel at latest.
- (2) **The following are considered as gross negligence:**
 - (a) if the insured incident was caused by the addiction of the Insured Person, or overdosing of medication, alcohol or drug,
 - (b) if the Insured Person was under the influence of alcohol at the time of the occurrence of the insured incident,
 - (c) by the Insured Person used drugs, narcotic substances or medication, unless they were applied based on and in accordance with the physician's directions,
 - (d) if, upon the occurrence of a traffic accident, the insured Person violated at least two road traffic regulations in force in the given country at the time of the accident,
 - (e) driving of a vehicle which does not have a valid vehicle registration or requires a valid driver's license which the Insured Person is not holding,
 - (f) if the Insured Person did not use the necessary protective equipment while doing the sports activities or did not comply with the generally accepted rules of the given sport,
 - (g) If the Insured Person did not comply with the regulations of the authority competent for the place where the activity was conducted or the operator of the given facility regarding the activities carried out by the Insured Person or, in case of working, the professional rules and accident prevention regulations for the given work.

13. INCIDENTS EXCLUDED FROM COVER

- (1) The cover provided by the Insurer does not extend to incidents which are caused, whether in whole or in part, by:
 - (a) abnormal state of mind,
 - (b) ionizing radiation,
 - (c) nuclear energy,
 - (d) war, acts of war, hostile acts of foreign powers, riots, coup or a coup attempt against the government, insurrection, civil war, revolution, rebellion, protest march, strike, acts of terrorism, occupational disorder, border conflicts, revolt,
 - (e) suicide or attempted suicide of the Insured Person,
 - (f) withdrawal of medication, alcohol or drug,
 - (g) use of any weapon.
- For the purposes of this condition, terrorist activity includes, in particular, any violent act, act threatening with violence or act dangerous to human life or tangible or intangible property or the infrastructure, which takes stand in favour of any political, religious, ideological or ethnic goal or is directed at or is capable of influencing any government or filling the society or any part thereof with fear.
- (2) The cover provided by the Insurer does not extend, either, to the following:
 - (a) airport tax, unless that amount is non-refundable in case of cancellation according to the travel contract and this fact was taken into consideration when determining the insurance premium,
 - (b) costs of optional programmes and services,
 - (c) consequential damages,
 - (d) non-material damage.
 - (3) If the contract was made without any health risk assessment (health declaration or medical examination), the cover provided by the Insurer does not cover any diseases or accidents:
 - (a) the reason of which is, in case of inability to travel, medical condition existing prior to the start of the insurance or the reservation of the travel service respectively, in case of travel interruption, medical condition existing prior to the start of cover, whether in whole or in part (e.g. disease, complaint, symptom),**
 - (b) in connection with the person due to whom the travel was cancelled or the travel interruption occurred was under medical treatment during the period of one year before the start of cover or the conclusion of the travel contract or such treatment would have been necessary from the medical point of view, regardless of the time the illness was diagnosed,**
 - (c) which are related to any irreversible health damage of the Insured Person established before the start of cover provided by the Insurer.**
 - (4) The cover does not extend to inability to travel, either, which is due to:
 - (a) psychiatric and psychological disorders,
 - (c) control tests or follow-up treatment,
 - (c) illness or accident due to which only physiotherapeutic treatment, acupuncture, or treatment by a physiotherapist or homeopath is applied. Cases where any of the above treatments is applied based on prior medical examination or medical proposal are excluded.
 - (d) sexually transmitted diseases, acquired immune deficiency diseases (e.g. AIDS) and related diseases,
 - (e) pregnancy or the normal pregnancy symptoms, delivery, except for the cases defined in section 9.1.(i). In case of complications during pregnancy, the cover of the insurer does not extend cancellation of travel or travel interruption related to pregnancy or delivery if the starting date of the travel falls after the 27th week of the pregnancy. The cover of the insurer does not extend to, either, the case where the given travel was medically contra-indicated even in case of undisturbed pregnancy and the travel was reserved in awareness of the fact of the pregnancy,**
 - (f) termination of employment, if:
 - the termination occurred at an employer which, at the time of the start of cover, was undergoing bankruptcy or solvent liquidation or the employer had against it a liquidation procedure initiated and liquidation was ordered based on such application,
 - the person exercising the employer's rights is a close relative of the Insured Person or the Insured Person has majority interest in the given employer according to Section 685/B of the Civil Code,
 - the employment was terminated during the probation period,
 - the employment was terminated by the employer by ordinary notice in relation to old age retirement or disability retirement,
 - the insured person was aware of the termination already before the start of cover.

(5) The cover of the Insurer does not extend, either, to the case when the competent authority refuses issuing, or does not issue until the planned start of the travel service, any permit for entering any country during the travel or the Insured Person does not have any personal documents required to travel upon the planned start of the travel or such documents are not valid (except in the case described in section 9.(1)(g)).

(6) The Insurer's obligation to provide services does not extend to reimburse the costs of loss prevention measures.

14. NOTIFICATION OF COMPLAINTS AND COMPLAINTS FORUM

(1) In case of disagreement, the notice concerning the same and any complaints concerning the contract may be submitted to the Insurer either orally (in person or by telephone) or in writing (by means of documents delivered personally or through somebody else or by mail, fax or e-mail).

Customer service address: 1132 Budapest, Váci út 36-38. Telephone: (+36) 1 452 3580, Fax: (+36) 1 452 3312, e-mail: ugyfelszolgalat@eub.hu

(2) The Insurer must investigate the complaints and reports and inform the complainant of the result in writing within 30 days of the receipt of the mail by the Insurer.

(3) Where the complaint is processed by telephone, the Insurer will record the telephone communications between the Insurer and the client and keep the audio recording for one year. The client may listen to the audio recording within one year upon request and, if requested, the Insurer makes the certified minutes prepared based on the audio recording available to the client free of charge.

(4) The Insurer investigates oral complaints promptly and remedies them as necessary. If the client does not agree with the handling of his complaint, the Insurer takes minutes of the complaint and its position related to it, and gives one copy thereof to the client if the complaint was communicated personally. If an oral complaint is reported by telephone, the Insurer details the contents of the report in its response concerning the complaint to be sent to the client. In other respects, it acts in accordance with the provisions regarding written complaints. If a complaint cannot be investigated immediately, the Insurer takes minutes of the complaint and acts in accordance with the above.

(5) The Insurer retains the complaint and the response given thereto for three years.

(6) The supervisory body of the Insurer, its contact data and the remedies available in case of unsuccessful complain management are set out in the Advice to Clients.

15. LIMITATION PERIOD

The limitation period of claims enforceable under the contract is 2 years from the date of occurrence of the insured incident. If notice of the insured incident was given within this period, then the limitation period is 2 years from the date of receipt of the last legal declaration between the Insurer and the Policyholder or Insured Person or other authorised person. **The period of limitation stipulated differs from the general limitation period set forth in the Civil Code.**

16. CONDITIONS FOR THE VALIDITY OF LEGAL DECLARATIONS

(1) The Insurer considers effective reports and legal declarations submitted orally or in person to its customer service by means of recorded telephone call and notices it received in writing. In necessary to evaluate the service claim, the Insurer may request written confirmation of the reports or legal declarations. The Insurer delivers its declaration to the parties concerned with the contract in writing.

(2) If the Insurer sends a legal declaration to the last known address of the Policyholder, Insured Person or any other authorised by registered mail, it is deemed to be received at the time when received at the place of the address. **If the addressee does not receive the legal declaration sent by the Insurer the 8th day of posting the letter by the Insurer is considered the date of receipt.**

Európai Utazási Biztosító Zrt.

CLIENT INFORMATION

Európai Utazási Biztosító Zártkörűen Működő Részvénytársaság started operations in the Hungarian insurance market on 1 January 1997. Registered seat: 1132 Budapest, Váci út 36–38. Telephone: (36-1) 452-3580, fax: (36-1) 452-3312 Company register number: 01-10-043228, Metropolitan Court as Court of Registration
Registered capital of the company: HUF 400,000,000
The shareholders of the company are:

Generali-Providencia Biztosító Zrt.	61%
Europäische Reiseversicherung AG, München	26%
Europäische Reiseversicherung AG, Bécs	13%

Please study carefully the general and specific terms and conditions applicable for the insurance services you have chosen. Please note that the insurance terms and conditions are an integral part of your insurance contract as they contain the features of the insurance contract to be concluded and the rights and obligations of the contracting parties. Our product information published about the main features of the insurance terms and conditions is not a substitute for the contractual terms and conditions.

If you should have any question or problem of any nature regarding the insurance contract you wish to buy or have, your insurance broker or, lacking such broker or in any case, our customer service (address: 1132 Budapest, Váci út 36–38. (entrance from Csanády u.), in person: Mon-Thu 8:00 to 17:00, Friday 8:00 to 14:30, or at the (1) 452-3580 telephone number during the above business hours - except for Thursday, when the call centre is available from 8:00 to 20:00 o'clock) are at your disposal. For more information, please visit www.eub.hu.

Please note that you are entitled to address the ombudsman for financial rights in case you have tried to settle a dispute directly with the Insurer but you have not received a response to your complaint or the complaint was not investigated in the manner required by law or you assume based on the response of the Insurer that other conditions affecting consumer rights have been violated. The subject of the procedure of the ombudsman for financial rights is the act or omission of the Insurer relevant to the services provided by it which violate the consumer's rights and lawful interests relating to the service or result in imminent danger of causing harm. You can find detailed information on the proceedings of the ombudsman for financial rights on the www.penzbiztos.hu website.

Supervisory body of the insurer: **National Bank of Hungary** (1013 Budapest, Krisztina krt. 39.) (hereinafter referred to as "Supervision"), central mailing address: 1534 Budapest, BKKP Pf. 777, central telephone: (36-1) 4899-100, central fax: (36-1) 4899-102, telephone number of the Supervision's customer service: 06-40-203-776, e-mail: ugyfelszolgalat@mnb.hu.

The fundamental rules on consumer rights, their enforcement, as well as the institutional system of consumer protection are laid down in Act CLV of 1997 on consumer protection.

In relation to the activities of our insurer, the Supervision, acting as consumer protection authority, oversees whether we comply with

- the provisions on consumer protection laid down in Act CXXXIX of 2013 on the National Bank of Hungary, which specify obligations concerning conducts towards the consumers,
 - the provisions of Act XLVII of 2008 on the prohibition of unfair commercial practices against consumers,
 - the provisions of Act XLVIII of 2008 on the fundamental conditions and certain limitations of business advertising,
 - the provisions of Act CVIII of 2001 on certain issues concerning electronic commerce services and information society services, and
 - the obligations concerning consumer finance legal disputes,
- and may conduct consumer protection proceedings in case of any violation thereof.

The Supervision is not competent to act in legal disputes concerning the conclusion, validity, legal effects or termination of insurance contracts or disputes relating to breach and its legal effects. In order to settle consumer disputes related to the conclusion or performance of insurance contracts out of court, you may submit a request in writing to the **Financial Arbitration Board** attached to the Hungarian Financial Supervisory Authority (mailing address: 1525 Budapest BKKP, Pf. 172.). The proceedings of the Board may be initiated only if the consumer has attempted to settle the complaint directly with the Insurer.

Please note also that you may initiate a mediation procedure under Act LV of 2002 on mediation. In addition, consumers may enforce their claims arising from insurance contracts directly before the court. Court proceedings are governed by the provisions of Act III of 1952 on the code of civil proceedings.

Kindly note that you can conclude legal expenses insurance at our insurance company against the payment of insurance premium. Please study carefully the terms and conditions thereof in the current travel insurance terms and conditions.

Please note that we manage the personal data of the insured person (policyholder, beneficiary, or injured person) and their data relevant to the contract as insurance secret and disclose them to third parties only with the written consent of the data subject. Please note that data qualifying as insurance secret may be disclosed also in lack of consent in the cases and to the bodies itemised in Act LX of 2003 on insurance companies and insurance activities, namely:

- a) the Supervision, when acting in an official capacity, b) investigating authorities and the public prosecutor's office, in connection with a pending criminal procedure, c) the court of law in connection with criminal or civil cases as well as bankruptcy and liquidation proceedings, and the independent court bailiff in connection with a case of judicial enforcement, d) notaries public acting in probate cases, e) the tax authority in cases defined by law, f) national security service acting in an official capacity, g) Hungarian Competition Authority, when acting within its powers and authority to monitor competition in the insurance industry including insurance

companies, insurance intermediaries and consultants, Hungarian representation offices of third-country insurance companies, independent insurance intermediaries and consultants, and the trade organizations of these, h) courts of guardians acting in an official capacity, i) the healthcare authority defined in Act CLIV of 1997 on healthcare, j) the agencies authorized to use secret service means and to conduct covert investigations if the conditions prescribed in specific other legislation are provided for, k) providers of reinsurance and co-insurance, where applicable, l) the bureau of insurance policy records maintaining the central policy records with respect to data transmitted as governed in the Insurance Act, m) the receiving insurance company with respect to insurance contracts conveyed under a portfolio transfer arrangement, n) with respect to the information required for settlement and for the enforcement of compensation claims, and also for the conveyance of these among one another, the body operating the Claims Guarantee Account, the National Bureau, the correspondent, the Information Centre, the Claims Organization, claims representatives and claims adjustment representatives, or the responsible party if wishing to access - in exercising the right of self-determination - the particulars of the other vehicle that was involved in the accident from the accident report for the purpose of settlement; o) the outsourcing service provider with respect to data supplied under outsourcing contracts, p) third-country insurance companies, insurance intermediaries and consultants in respect of their branches, if they are able to satisfy the requirements prescribed by Hungarian law in connection with the management of each datum and the country in which the third-country insurance company is established has regulations on data protection that conform to the requirements prescribed by Hungarian law, q) the Commissioner for Fundamental Rights and the Commissioner for Financial Rights when acting in an official capacity, r) the National Authority for Data Protection and Freedom of Information acting in an official capacity, s) the insurance company in respect of the bonus-malus system and the bonus-malus rating, and the claims record and the bonus-malus rating in the cases specified in the decree on the detailed rules for the verification of casualties, upon receipt of a written request from a body or person referred to in points a)-j), n) and s) indicating the name of the client or the description of the insurance contract, the type of data requested and the purpose and legal grounds for requesting data, with the exception that the bodies or persons referred to in points k)-m) and p)-r) are required to indicate only the type of data requested and the purpose and grounds for requesting it. An indication of the statutory provision granting authorisation for requesting data is treated as verification of the purpose and legal grounds.

Data representing insurance secret may also be transmitted in the following cases:

- a) where so requested in writing by the investigative authorities, the national security service or the public prosecutor if there is any suspicion that an insurance transaction is associated with – the misuse of narcotic drugs, acts of terrorism, criminal misuse of explosives or blasting agents, criminal misuse of firearms and ammunition, money laundering, or any felony offence committed in criminal conspiracy or within the framework of a criminal organization under Act IV of 1978 on the Criminal Code which was in force until 30 June 2013, – the drug trafficking, drug possession, provoking pathological addiction or assisting drug production, abuse with any new psychoactive substances, acts of terrorism, failure to report any acts of terrorism, financing of terrorism, criminal misuse of explosives or blasting agents, criminal misuse of firearms and ammunition, money laundering, or any felony offence committed in criminal conspiracy or within the framework of a criminal organization under the Criminal Code,
- b) when a Hungarian law enforcement agency or the National Police Headquarters makes a written request for information acting within its powers conferred under the Act on the prevention and combating of money laundering or in order to fulfil the written requests made by a foreign law enforcement agency or a foreign financial intelligence unit pursuant to an international agreement if the request contains a confidentiality clause signed by the foreign body requesting the data,
- c) to a third-country insurance company or a third-country data processing agency (third-country data processor) if the client to whom such information pertains (data subject) has given his prior written consent, the third-country data processor satisfies the requirements prescribed by Hungarian law in connection with the processing of each datum, and the country where the third-country data processor is established has legal regulations on data protection that conform to the requirements of Section 8 (2) of Act CXII of 2011 on the right of informational self-determination and the freedom of information.

Please note also that Europ Assistance Kft. (1134 Budapest, Dévai u. 26-28.), acting as an agent of Európai Utazási Biztosító Zrt., is rendering support services related to claims adjustment to our insurance company within the framework of outsourcing. In this context, our company may transmit to Europ Assistance Kft. data and information related to claims under the authorisation of law. Europ Assistance Kft. has all the technical, security and organisational devices which prevent unauthorised access to the data transmitted or unauthorised use of the data, or any abuse of them.

Detailed provisions on data processing by the insurer are laid down in the general insurance terms and conditions.

The Insurer and Europ Assistance Kft. undertake to contact the Insured Person or any person acting on his behalf in the Hungarian or English languages. In case of any dispute the declarations made in the Hungarian language prevail.

Unless otherwise agreed by the parties or provided by law, the insurance contract, the preceding obligation to supply information and cooperate, and all claims concerning insurance contracts are governed by the laws of Hungary.

Budapest, 21 October 2013

Európai Utazási Biztosító Zrt.