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This company is a member of Generali Group in the ISVAP Register of Insurance Groups

## Date of introduction: 11 July, 2013

Except when otherwise specifically agreed by the parties, these general terms and conditions (hereinafter: insurance conditions) shall be applicable to all insurance contracts (hereinafter: insurance contracts) concluded with Európai Utazási Biztosító Zrt. (hereinafter: Insurance Company) with reference to these insurance conditions. Any matter not regulated under these insurance conditions shall be governed by the provisions of the Act IV. of 1959. on the Hungarian Civil Code and other effective Hungarian regulations.

**SAFE & FUN cancellation and curtailment insurance:** in this insurance contract, the Insurance company undertakes to fully or partially reimburse the cost of the ticket of an event for which the insured participant cannot take part or must leave early because of the outside conditions specified in this contract.

### 1. GENERAL PROVISIONS

#### 1.1. Definitions

(1) **Service provider:** Sziget Kulturális Menedzser Iroda Kft (H-1033 Budapest, Hajógyári-sziget Hrsz: 23796/58, hereinafter: Sziget)

(2) **Services:** services shall mean the cultural-, accomodation- and catering services of the service provider during an event organized by the service provider. The booking of services is made by the purchase of the ticket. For the purposes of these general conditions, purchase of tickets with vouchers, coupons or other special benefits (for example „frequent flyer” points) are not considered Services.

(3) **Service Agreement:** a written document drawn up in compliance with effective legislation, governing the rights and obligations of the Sziget and the party rendering the service, containing in particular the date and main features of the service provision, and the obligations of the contracting parties in the event of amendment or modification of the contract or cancellation of the service.

(4) **Intermediary:** a person selling services under a written agreement concluded with a service provider, who is licensed to pursue such activities in compliance with effective legislation.

(5) **Passenger (Visitor):** the person receiving or wishing to receive the services with a valid ticket pursuant to the provisions of the service agreement.

(6) **Customer of a Service Agreement:** the person who enters into a contract or agreement with the service provider and pays the fee of the ticket to the service provider.

(7) **Emergency Medical Services (EMS):** medical services attested by official medical documentation, which the person concerned receives – promptly but no later than one day after the appearance of symptoms – for any one of the following reasons:

- if the absence of immediate medical attention is likely to endanger the life or health of the particular person, or may cause permanent and nonrecoverable damage to the person's health,
- if the symptoms of the person's medical condition (loss of consciousness, hemorrhage, acute infections, high body temperature, vomiting, etc.) justify immediate medical attention,
- if the person suffers severe and sudden damage to his/her health during the period of insurance which requires immediate medical attention,
- if the person requires immediate medical attention after an accident.

#### (8) Definition of Accident and Road Accident

(a) For the purposes of these general conditions, the term accident (occurrence of accident) shall mean a sudden, one-time, external physical and/or chemical impact which occurs independently of the will of the Insured during the period of insurance and results in an anatomical injury confirmed by a specialist which requires acute, targeted medical procedure during the period of insurance.

(b) For the purposes of these conditions accident shall not mean:

- meningoencephalitis and/or encephalitis developed as a consequence of poliomyelitis or tick bites
- rabies,
- tetanus infection,
- any infection transmitted by humans, or animals or other living organisms even when developed as a result of an accidental physical cause,
- congelatio (frostbite), sunstroke, overstrain caused by lifting, and heat apoplexy,
- occupational diseases (harm),
- sprains or strains, not resulting in any new injury to ligaments or muscles and not requiring open surgery to any anatomical formula in their acute phase,
- disc herniation, and other diseases with herniation,
- where anatomic changes in direct causality with the current accident cannot be confirmed on the basis of the medical documentation available.

(c) For the purposes of these general conditions, the term road accident shall mean an accident which the particular person suffers and is documented in a police report provided that such person was involved in the accident as a pedestrian, or the driver of a vehicle or a passenger in a vehicle.

(d) For the purposes of these general conditions, road accident shall not mean:

- non-vehicular pedestrian accidents where the accident was not caused by a vehicle in motion,
- vehicle passenger accidents, where the accident did not occur as a consequence of the motion or stop of the vehicle or of another vehicle.

#### (9) Definition of Physician and Medical Treatment

(a) For the purposes of these general conditions, the term physician shall mean any medical doctor holding a degree of Doctor of Medicine (MD) which documents a mastery of a medical specialization required for the specific medical treatment and is legally qualified as a practitioner of medicine at the place of the treatment, and who holds all licenses officially issued by the competent authority and/or professional board, required for exercising the

specific type of medical care at the place of treatment, and is listed in the national registry of physicians.

(b) Medical treatment shall mean health care services (medical attention) provided by a physician.

#### (10) Close Relative

For the purposes of these conditions, close relatives shall include a spouse, a partner, a registered partner, a lineal relative, an adopted-, step- or foster child, an adoptive-, step- or foster parent, and a sibling (brother and sister).

(11) **Europe: the territory of the following countries in the geographical Europe: Albany, Andorra, Austria, Belgium, Bosnia-Hercegovina, Bulgaria, Czech Republic, Denmark, United Kingdom, Estonia, Belorusia, Latvia, Lichtenstein, Lithuania, Luxembourg, Macedon, Malta, Moldavia, Monaco, Montenegro, Germany, Norway, Italy, Portugal, Romania, San Marino, Spain (including the Canaries), Switzerland, Sweden, Serbia, Slovakia, Slovenia, Ukrain, Vatican, and the full territory of the following countries: Cyprus, Turkey**

### 1.2. Parties to the Insurance Contract (Insurance Company, Policyholder, Insured and Beneficiary)

(1) **Insurance Company:** Európai Utazási Biztosító Zrt., in consideration of the insurance premium, assumes and bears the insurance risk and undertakes to pay the insurance benefits specified in the insurance contract provided that a valid legal basis exists.

(2) **Policyholder:** the party which enters into the insurance contract and undertakes to pay the insurance premium.

(3) **Insured:** the Passenger (Visitor)

(4) **Beneficiary:** the person who is entitled to receive the insurance benefit. The beneficiary of the insurance contract shall be the person who has paid the fee of the ticket according to the invoice, thus the customer of the service agreement

(5) If the Beneficiary is a natural person, his/her heir shall be the Beneficiary in the event of his/her death.

### 1.3. Execution of the Insurance Contract (Conclusion of the Insurance Contract)

The insurance contract shall be executed by the creation of the insurance policy by the Insurance company.

### 1.4. Effective Date of the Contract, Commencement of the Insurance Coverage

(1) The insurance contract shall, with respect to the particular insured persons, enter into force at the time when the insurance contract is executed but no sooner than the date when the insurance premium is paid.

**The insurance coverage shall apply only to accidents on the first three days of the coverage.**

The insurance coverage pertaining to cancellation services shall commence on the effective date and shall end no later than on the date indicated on the insurance policy, provided that the insurance premium has been settled to the full. The insurance coverage pertaining to curtailment services shall apply during the duration of the services provided by the ticket.

(2) If **the insurance policy is taken out some time during two (2) calendar days** before the commencement date of such service, **the insurance coverage shall apply only to accidents and death.**

(3) The insurance coverage shall commence on the day when the insurance contract enters into force.

### 1.5. Termination of the Contract

(1) The contract shall be terminated at the end of the period of validity of the curtailment services.

(2) The contract shall be also terminated if the insured event is cancelled by the service provider (for example in case of some vis maior), at the date when the service provider first discloses such information. In this case, the Insurance company shall refund the remaining insurance premium according to the rate of the full insurance duration and the remaining duration of the insurance contract.

### 1.6. Geographical Limit of the Insurance Coverage

The insurance coverage shall apply to Europe (I. 1.1.(13)).

## 2. RIGHTS AND OBLIGATIONS OF THE PARTIES TO THE CONTRACT

### 2.1. Data Protection and Confidentiality

(1) **The insurance company shall be entitled to process the particulars of its customers classified as confidential information related to insurance only to the extent that they relate to the insurance contract and its conclusion, keeping records, and paying insurance benefits. The purpose of data management cannot be other than the conclusion, amendment and follow-up of insurance contracts, or purposes necessary for the assessment of insurance claims arising under the insurance contracts, or any other purpose specified in the Insurance Act. Customers of the insurance company shall include policyholders, insureds, beneficiaries, injured parties, and any other person entitled to receive insurance benefits from the insurance company; for the purposes of data protection regulations, 'customer' shall also mean any person who completes a proposal to take out insurance. The insurance company may process the data pertaining to any insured's health only in possession of an express written consent of the data subject.**

(2) **Confidential information related to insurance shall comprise all of data – other than state secrets – in the possession of insurance companies, insurance intermediaries**

and insurance consultants that pertain to the personal particulars and financial situations or business affairs of customers of insurance companies, reinsurers, insurance intermediaries, and insurance consultants (including injured parties) and to the insurance contracts that such customers concluded with an insurance company or reinsurer.

'Confidential treatment of information related to insurance' shall, in particular, apply to the following data:

- personal particulars of the insurance company's customers;
- insured properties and their value;
- sum insured;
- in the case of life, accident, illness or liability insurance, data related to medical and health conditions;
- the amount of the benefit paid out and its payment date;
- all material information, data and conditions related to the insurance contract, its conclusion and registration, and to the insurance benefits.

(3) The insurance company shall be entitled to process personal data, and information directly relating to medical conditions disclosed to the insurance company for data management during the whole term of the insurance and as long as any claim can be enforced in connection with the insurance. The insurance company shall be entitled to process personal data relating to any frustrated insurance contract as long as any claim can be enforced in connection with the frustration of the contract. The insurance company shall be required to delete all data directly relating to the health of its existing or former customers or to any frustrated contract if the data concerned is no longer required to be processed, or if the data subject has not given consent, or if there is no legal ground for processing such data.

(4) Unless otherwise stipulated by law, the owners, managers and employees of the Insurance Company, and all other persons who have access to confidential information related to insurance in any way or form during their activities in insurance-related matters shall be required to maintain professional confidentiality with no time limit whatsoever. Confidential information related to insurance may only be disclosed to a third party:

- under the express prior consent of the customer to whom they pertain or his/her legal representative, and this consent shall precisely specify the insurance secrets that may be disclosed
- if there is no legal confidentiality obligation pursuant to Act LX of 2003 on Insurance Institutions and the Insurance Business.

The list of authorities and organizations the insurance company's insurance confidentiality obligation shall not be applied against is contained in the Customer Information.

The following shall not be a violation of keeping information related to insurance confidential:

- disclosure of summarized information from which the identity of customers or the specifics of their business cannot be identified,
- in respect of branch offices, transfer of data to the supervisory authority of the country where the registered address (main office) of the foreign-registered enterprise is located, if such transfer is in compliance with the agreement between the Hungarian and the foreign supervisory authorities,
- disclosure of information, other than personal data, to the ministry for legislative purposes and in connection with the completion of feasibility studies,
- disclosure of data in order to comply with the regulations on the supervision on a consolidated basis, and supplementary supervision.

When sending data to an insurance company of another member state or a data processing agency of another member state (member state data manager), the provisions governing data disclosure within the domestic territory of the Republic of Hungary shall be observed.

(5) On request from the customer, the insurance company shall inform the customer about his or her own data registered in the records of the insurance company, the purpose and grounds for processing such data, the term of data management, the name, address, registered seat of any data processing agency, as well as its activities related to data processing, and the persons or entities who may receive or may have received such data for any purposes in particular. Pursuant to the Insurance Act, the insurance company shall not be authorized to notify the data subject about all forms of data transfer. The insurance company shall reenter data corrected at the request of the customer into its records. The rights of a deceased person in terms of data processing may be exercised by the estate or by the person named as the beneficiary in the insurance contract.

## 2.2. Obligations Relating to Tax Payment

With respect to its obligation under the insurance contract, the Insurance Company can only pay the value-added tax imposed on the consideration value of services required for restoring the conditions existing before the occurrence of the damaging event or for terminating the effects of the loss or damage suffered, subject to VAT, where the amount of VAT is shown on the invoice, or where the amount of VAT can be calculated on the basis of the invoice.

## 2.3. Obligation of the Insured to Prevent and Mitigate Loss or Damage

- (1) In the conduct of their activities, the Insured shall exercise all reasonable and usual care which may be expected in the particular circumstances.
- (2) When an accident occurs or the symptoms of a disease appear, the Insured shall seek medical help promptly but no later than within one (1) day, and shall continue to receive medical treatment until the end of the healing procedure.

## 2.4. The Insurance Company's Right to Verify Information

If the reason for the inability to travel is an accident or illness, the Insurance Company shall be entitled to request a personal examination performed by a medical expert appointed by the claim settlement partner of the Insurance Company to determine or verify the existence of the inability to travel as well as its exact starting date.

The Insured or the person named to be the reason for the inability to travel shall be obliged to be available for medical examinations on any date specified by the Insurance Company. All costs incurred from a personal examination requested by the Insurance Company (including only the professional fee of the physician, travel costs or examination charges incurred by the person examined) shall be borne by the Insurance Company.

## 3. INSURANCE PREMIUM

### 3.1. Determining the Insurance Premium

The insurance premium is received in consideration of the insurance cover offered by the Insurance Company. The rate of the insurance premium shall be set forth in the insurance policy.

### 3.2. Payment of the Insurance Premium

This insurance contract is a single premium contract. The insurance premium is due at the time when the insurance contract is concluded.

### 3.3. Premium Refund

After the effective date of the insurance contract, the Insurance Company shall not refund the insurance premium, except the event detailed in 1.5.(2)

## 4. INSURED EVENT

(1) The insurance coverage pertaining to the cancellation services shall apply to such an event as a consequence of which the Insured becomes unable to travel during the term of the insurance. With respect to this insurance, the Insured shall be unable to travel if he/she cannot take part in the event covered by the insurance contract, for any of the following reasons:

- (a) a sudden illness or accident of the Insured, with no precedence whatsoever, as a result of which the Insured reasonably receives emergency medical services,
- (b) the death of the Insured,
- (c) a sudden illness or accident of a close relative of the Insured, or a close relative of the Insured's spouse or registered partner, with no precedence whatsoever, as a result of which the person concerned reasonably receives emergency medical services, and in this context the Insured must necessarily be in Hungary,
- (d) the death of a close relative of the Insured or the death of a close relative of the Insured's spouse or registered partner within 60 days prior to the commencement date of the service,
- (e) an insured event arising from damage to or loss of the Insured's property caused by fire, natural forces, or a criminal offense of a third party, which requires the Insured to be at the place of his/her residence at the scheduled date of the trip,
- (f) if the ID card, passport, driver's license or the vehicle registration certificate of the motor vehicle owned by the Insured, provided that such vehicle is necessary for using the services, is unlawfully appropriated, and replacement of such documents is not possible before the commencement date of the service.
- (g) if the Insured's employment is terminated through no fault of his own as a result of an ordinary termination by the Employer. The Insurance Company shall only provide the insurance coverage if the employment contract of the Insured was concluded for an indefinite period and for at least a 30-hour working week, and such employment had been continuous for at least one (1) year at the time when the insurance coverage took effect. The date of the insured event shall be the date when the employer serves the termination notice. Nevertheless, the Insurance Company shall pay the insurance benefit no sooner than after receiving the employer's certificate which is to be issued on the Insured's last day at work,
- (h) the insured's pregnancy, provided that it has been confirmed only after the commencement of the insurance coverage. If the fact of the pregnancy was known at the time when the insurance coverage took effect, the insurance shall only cover unexpected complications of the pregnancy which were unforeseen and unlikely to happen, and as a result of which -- pursuant to the medical opinion of a specialist -- the booked service is not advised medically to be used.
- (i) if a married couple travels together within the framework of a particular service and one of them files a divorce petition during the period of the insurance coverage, save for the case when the petitioner spouse withdraws the petition, or the parties reconcile during the process and as a result the court dismisses the divorce proceedings. For the purposes of this section, a divorce petition shall mean any petition filed to have a marriage declared invalid or nonexistent, with the exception of petitions for the judicial determination of the validity or existence of a marriage, as well as divorce petitions. The date of the insured event shall be the date when the divorce petition is served on or communicated to the other spouse by the court.
- (j) if the Insured is unexpectedly served judicial or administrative summons, pursuant to which he/she must appear before the competent administrative agency or court during the period of the service, and the administrative agency or court does not excuse the Insured from attending because of using the service.

Inability to travel shall not mean events where the passenger cancels the service or does not appear at the place where the service is provided without expressly canceling it due to weather conditions or natural disasters, or other events which impose considerable risks.

(2) The insurance coverage pertaining to the curtailment services shall apply to such an event as a consequence of which the Insured have to curtail his/her participation at least one day before the end of the event (and the participation cannot be resumed) because of the following reasons:

- (a) a sudden illness or accident of the Insured, with no precedence whatsoever, as a result of which the Insured receives emergency medical services in hospital during the event in Hungary and due to it must return to his/her country of residence in order to continue the medical care of the illness or accident.
- (b) death of the insured
- (c) the sudden life-threatening condition of a close relative of the Insured for which the Insured travels to the close relatives location at least one day before the end of the event.
- (d) the death of a close relative of the Insured for which the Insured travels home at least one day before the end of the event.

## 5. FEATURES AND BENEFITS

(1) Pursuant to the insurance contract, the Insurance Company shall, after an insured event has occurred and has been duly reported and if a valid legal ground exists, pay the cost of the cancelled and certifiably not used ticket or in case of curtailment the corresponding part of the cost to the Customer up to the insured cost detailed in the insurance premium (but up to at most the limits detailed in 5.(2)).

(2) Benefits of the insurance shall be paid as specified in the following table:

Benefits Table	
Benefits payable under the insurance:	Upper limit of insurance benefits (EUR)
a) upper limit of the insurance coverage per reservation and per insured event:	4 000 €
b) upper limit of insurance coverage per insured:	800 €

**(3) The Insurance Company shall pay insurance benefits arising from any one insured event up to a maximum of HUF 300 million in total. This limit applies irrespective of the number of contracts affected by the particular event, or of the benefit limits specified for each insured or insured event in the particular contracts.**

**(4) Language of Communication**

The Insurance Company undertakes to maintain communication **with the Insured or the person acting on behalf of the Insured in Hungarian or in English. In the case of disputes, statements made in Hungarian shall prevail.**

**6. CONDITIONS FOR PAYMENT OF INSURANCE BENEFITS**

**6.1. Deadline to report an insured event**

**(1) The Insurance Company shall only pay the insurance benefits if the claim is reported promptly after its occurrence via e-mail through claim@eub.hu or karrendezes@eub.hu specifying the following data and information**

- data of the cancelled service: name of the event, numbers of the barcode
- name and address of the insured (phone number, e-mail address, postal address)
- the exact reason for the inability to travel,
- the policy number of the cancellation insurance.

If the person reporting the cancellation is not the insured:

- name, e-mail and postal address and phone number of the person reporting the cancellation
- With the following report, the customer authorises the Insurance Company to initiate the invalidation of the cancelled ticket.

After a preliminary reporting in accordance with the above, the Insured shall be obliged to submit the documents specified under Section 6.2. below to the Insurance Company as soon as they are available to him/her. The Insurance Company undertakes to pay the insurance benefit only after it duly receives all the required documents.

**(2) If the insurance claim is not reported to the Insurance Company in accordance with the above provisions as a result of an error by the Insured, the obligation to pay the benefits shall not be binding on the Insurance Company.**

**6.2. Documents Required for the Payment of Insurance Benefits**

When filing an insurance claim in respect of an insured event, the following documents shall be submitted:

- the policy of the insurance
- a receipt or bank statement in proof of payment of the insurance premium for the insurance coverage,
- the fully detailed claim application form (downloadable: www.eub.hu)
- written certificate from the Customer that the ticket was not used and the Customer authorizes the invalidation of the ticket,
- written certificate of the Service provider that the barcode of the ticket was invalidated and was not used to enter the event,
- a confirmation of the buying of the ticket issued by the Service provider, which contains the barcode, the description of the service and its scheduled date, the services fees and charges,
- the invoice made out by the service provider for the price of the services booked,
- the receipt or bank statement evidencing that the Beneficiary/Customer of these services agreement has paid the service fee to the service provider or the intermediary,
- in the case of emergency medical treatment, copy of all the medical documents related to the treatment which must include the following data:
  - diagnosis, performed examinations, proposed treatment,
  - for chronic forms of illness: how the current symptoms differ from the pre-existing condition of the patient, the dates when the patient had a medical appointment in relation to the particular illness within one year prior to the booking, what were his/her complaints and what was the treatment (comprehensive medical documentation on the medical services provided, a copy of the physicians' logbook and examination findings),
  - prognosis of a physician at the time of the medical examination of how the patient's condition will develop and when he/she will be fit, in terms of his/her medical condition, for using the particular service,
- in the event of an accident, a document describing the circumstances of the event in detail,
- the death certificate,
- a binding grant of probate attesting the entitlement of the beneficiary or an abstracted copy or official copy thereof which clearly states who the heirs are, and the data of the notary public, or a certificate of inheritance,
- in the event of damage to or loss of the Insured's property, a police or fire department report certifying the occurrence and extent of such damage as well as the circumstances of the event, and/or a certificate of the Insurance Company,
- in the event of a road accident, the policy report drawn up on the event,
  - if the reason for the inability to travel is the illness or accident of a particular person, a declaration issued by such person, or by a relative authorized to act on behalf of the person, whereby they exempt the physicians and medical institutions providing the medical treatment from their confidentiality obligation with respect to the data required by the insurance company for the assessment of the claim,
- if documents are stolen, a copy of the report made at the police department,
- in the event of termination of the employment:
  - a copy of the insured's ID card,
  - a copy of the employment contract,
  - in the case of employment in Hungary, an official employment certificate issued by the employer (pursuant to Section 80 (2) of Act I of 2012 on the Labor Code),
  - the document terminating the employment (a termination notice served by the employer including reasons for such termination or a data form specially designed for this purpose by the Insurance Company duly completed and signed by the employer.
- with respect to judicial or administrative summons, a copy of such summons and a resolution issued by the competent court or administrative agency that the Insured's request for an adjournment in consideration of the service booked earlier has been rejected,
- as regards claims relating to divorce petitions, the official documents evidencing the existence and the date of the petition.

**6.3. Place of Filing a Claim**

**The address of the Customer Service Office of the Insurance Company:** H-1132 Budapest, Váci út 36-38., (E-mail: claim@eub.hu, karrendezes@eub.hu, tel.: (1) 452-35-80, fax: (1) 452-33-12, up-to-date documents may be downloaded from: www.eub.hu).

**6.4. Time Limit for the Payment of Insurance Benefits**

- (1) Pursuant to the insurance contract, the Insurance Company undertakes to pay insurance benefits subject to the conditions specified in the Benefit Table under Section 5 (4) if an insured event occurs during the period of insurance defined in the insurance contract, provided that a valid legal ground exists.
- (2) The Insurance Company shall settle the filed insurance claims within 15 (fifteen) workdays upon receipt of all documents necessary for the assessment of such claim.
- (3) If the documents required by the Insurance Company are not submitted or are incomplete despite the insurer's reminder, the Insurance Company may refuse the claim or may assess it on the basis of the documents available.

**7. EXEMPTION OF THE INSURANCE COMPANY FROM PAYMENT OF BENEFITS**

- (1) The Insurance Company shall be exempt from the payment of the insurance benefits if the insured event was caused by an unlawful or willful behavior of the Policyholder, the Insured or their close relative (as defined in Section I.1.1.(11)) or in gross negligence by them.
- (2) The Insurance Company shall be exempt from payment of the sum insured if the Insured fails to comply with any of his/her obligations to prevent and mitigate loss or damage.
- (3) Furthermore, the Insurance Company shall be exempt from payment of the benefit if the price payable under the service agreement has not been settled for the benefit of the service provider before the commencement date of the service at the latest.

**8. EVENTS EXCLUDED FROM THE INSURANCE COVERAGE**

- (1) The insurance will not cover you in events which are in part or in whole caused by any of the following:
  - (a) mental abnormality,
  - (b) ionizing radiation,
  - (c) nuclear energy,
  - (d) war, combat operations, hostile actions of foreign forces, civil disorders, coup d'état or attempted coup d'état, riots, civil war, revolution, rebellion, demonstration, procession, labor acts, terrorist acts, work misbehavior, border conflicts, insurrection,
  - (e) the Insured's suicide or attempted suicide,
  - (f) events in any way related to addictions, or the withdrawal or overdose of medicine, alcohol or drugs.
  - (g) the alcohol intoxication of the Insured at the time when the insured event occurred. If a blood alcohol level test was taken, a blood alcohol level exceeding 0.8 shall indicate alcohol intoxication.‰
  - (h) the Insured's recreational drug use or abuse of narcotic substances or medical drugs, unless these latter were prescribed by a physician, and were taken in the recommended manner,
  - (i) the Insured has committed at least two traffic offences violating the traffic regulations effective in the particular country at the time of the occurrence of a road accident.

For the purposes of these insurance conditions, terrorism shall in particular mean unlawful acts involving violence or the threat of violence which endanger human life, tangible or intangible assets or the infrastructure in support of political, religious, ideological, ethnic purposes or which are intended to influence any government or to create fear and terror in the whole or a part of society, or which are suitable for the above.

- (2) Furthermore, the insurance coverage shall not apply to events which occur during participation in any of the following activities, or events which are in part or in whole caused by driving a motor vehicle which does not have a valid certificate of registration, or driving a motor vehicle which the driver did not have a valid driving license for,
- (3) Furthermore, the insurance coverage shall not apply to:
  - (a) consequential losses,
  - (b) non-pecuniary losses,
  - (c) events which have occurred in relation to or as a result of the Insured's or the Beneficiary's participation in sports activities without using necessary protective equipment or without complying with the generally accepted rules applicable to the specific sports activity,
  - (d) events which have occurred in relation to the Insured's failure to comply with the rules of the activity he/she participated in, issued by the authorities with competence at the place of the activity or by the operator of the given facilities, and in the case of performing work, the professional rules and safety regulations specified with respect to the particular occupation,
  - (e) claims arising from the theft of documents left unattended in a motor vehicle.
- (4) The insurance coverage shall not apply to illness or accidents:
  - (a) which are in part or in whole caused by any medical condition existing prior to the commencement of the insurance cover, or to booking the service (e.g.: illness, complaint, symptom),
  - (b) suffered by the person who has caused the cancellation of the service and treated by a physician within six months prior to the commencement of the insurance coverage or the conclusion of the service agreement, or such treatment would have been medically required, irrespective of the date of the diagnosis.
- (5) The insurance coverage shall not apply furthermore to any inability to travel which is caused by:
  - (a) psychiatric and psychic diseases,
  - (b) control tests, post- or follow-up treatment
  - (c) conditions or accidents as a result of which only physiotherapy, acupuncture, or a treatment provided by a herbalist was applied. An exception to the above shall be when the above treatments are applied on the basis of a preliminary medical examination on a physician's advice.
  - (d) sexually transmitted diseases, acquired immunodeficiency syndromes (e.g. AIDS), or related illnesses.
  - (e) the insurance coverage shall not apply to a trip cancellation by reasons of a pregnancy or child delivery even if there are pregnancy complications if the starting date of the service is later than the 27th pregnancy week. The insurance coverage shall not apply furthermore to cases when a physician advises against participation even if the pregnancy is smooth and healthy, and the service was booked after learning of the pregnancy.
  - (f) termination of employment, provided that:
    - it is by an employer which – as of the commencement of the insurance coverage – was under bankruptcy or voluntary dissolution proceedings, or there were liquidation proceedings initiated against the employer, pursuant to which the company's dissolution has been ordered,
    - the party exercising the employer's rights is a close relative of the Insured, or the Insured has majority control over the employer in accordance with Section 685/B of the Civil Code of Hungary,

- the termination of employment is during the probationary period,
  - it by the employer's ordinary notice in relation to old age retirement or disability,
  - the Insured had known of such termination prior to the effective date of the insurance.
- (6) The insurance coverage shall not apply to events which arise from or are directly related to the Insured's participation in or training for competitive sports. Competitive sports shall mean all sports activities which the Insured participates in – whether as an amateur or as a professional athlete – as a competitor (e.g. championships, games), irrespective of the nature of such event.
- (7) The insurance coverage pertaining to the cancellation services shall not apply if the use of the insured ticket for the event is verifiable.**

## 9. PROCEDURE FOR THE SETTLEMENT OF DISPUTES

If the person filing the insurance claim does not agree with the decision the Insurance Company makes on the assessment of the claim, the claimant may request an override.

## 10. MAKING COMPLAINTS, FORUM FOR CUSTOMER COMPLAINTS

- (1) Any complaint arising from or in connection with the insurance contract may be communicated orally (in person, over the phone) or in writing (in a document submitted in person or by an agent, mailed, faxed, or e-mailed) to the Insurance Company.  
Address of the Customer Service Office: H-1132 Budapest, Váci út 36-38. Tel.: (1) 452 3580, Fax.: (1) 452 3312, e-mail: [ugyfelszolgalat@eub.hu](mailto:ugyfelszolgalat@eub.hu)
- (2) The Insurance Company shall investigate all complaints and notices, and shall send written notification to the complainant of the findings of the investigation within thirty (30) days upon receipt of the letter of complaint.
- (3) If the customer complaint is handled over the phone, the telephone conversation between the Insurance Company and the customer shall be recorded, and the recording shall be retained for one year. If the customer requests, he/she may listen to the recording, and on request the official record drawn up with respect to the recording shall be made available.
- (4) The Insurance Company shall promptly investigate any orally presented complaint – by way of derogation from paragraph (5) – and shall offer appropriate remedy, if required. If the customer does not accept to the resolution of the case, the Insurance Company shall draw up an official record of the complaint, the facts concerning the complaint, and its position in the case, and shall serve a copy thereof to the customer in person if the complaint was communicated orally, or by mail in accordance with paragraph (2) if the complaint was communicated by telephone.

- (5) If the complaint cannot be promptly investigated, the Insurance Company shall draw up an official record of the complaint and shall serve a copy thereof to the customer in person if the complaint was communicated orally, or by mail in accordance with paragraph (2) if the complaint was communicated by telephone.
- (6) The Insurance Company shall retain the complaint and its response to the complaint for three years.
- (7) The Insurance Company is supervised by the Hungarian Financial Supervisory Authority (address: 1013 Budapest, Krisztina krt. 39.).
- (8) Out-of-court settlement of consumers' legal disputes shall be referred to the Financial Arbitration Board operating within the Hungarian Financial Supervisory Authority (mailing address: 1525 Budapest BKKP Pf.: 172.) Such judicial procedures shall be governed by the provisions of Act III of 1952 on the Code of Civil Procedure.

## 11. PERIOD OF LIMITATION

**The contract's provision on the limitation period derogates from the standard limitation period of 5 (five) years, set forth in Section 324 (1) of the Hungarian Civil Code.**

All claims enforceable under the contract shall be subject to a limitation period of **2 (two) years** following the date when the insured event occurred. If the insured event is reported within that period, the limitation period shall be 2 (two) years from the date of receipt (see Section 12.1) of the last legal statement made between the Insurance Company and the Policyholder, or the Insured, or other rights holders under the contract.

## 12. MISCELLANEOUS PROVISIONS

### 12.1. Conditions for the Legal Efficacy of Representations (Reports, Notifications)

- (1) The Insurance Company shall only be bound to consider the proposals, representations and notifications delivered to it valid if these were served in writing. The insurance company shall supply all its statements or representations to the parties affected by the contract in writing.
- (2) If the Insurance Company sends a legal statement in a registered mail to the last known address of the Policyholder, the Insured or any other person enforcing a claim, it shall be considered served when it is collected at the given address. If the mail with the legal statement sent by the Insurance Company is not collected by the recipient, such mail shall be considered delivered on the eighth (8th) day after the Insurance Company mailed it.

**Európai Utazási Biztosító Zrt.**



## CUSTOMER INFORMATION

Európai Utazási Biztosító Zártkörűen Működő Részvénytársaság (European Travel Insurance Company Ltd.) commenced operations on the Hungarian insurance market on January 1, 1997.

Registered Seat: H-1132 Budapest, Váci út 36–38. Telephone: (36-1) 452-3580, fax: (36-1) 452-3312. Company Registration Number: 01-10-043228 at the Budapest Municipal Court as Court of Registration

The Company's Share Capital: HUF 400 000 000

The Company's Shareholders:

Generali-Providencia Insurance Ltd. 61%

Europäische Reiseversicherung AG, München 26%

Europäische Reiseversicherung AG, Vienna 13%

### EUB Customer Service

1132 Budapest, Váci út 36–38.

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

For more information: [www.eub.hu](http://www.eub.hu)

**We advise you to carefully read both the general insurance terms and conditions applicable to the insurance products you wish to purchase. Please be advised that the insurance conditions are an integral part of your insurance contract as these contain all the benefits and features of the insurance contract you wish to conclude, including the rights and obligations of the policyholder. The Product Information, describing the main terms of the insurance contract, is not a replacement for the insurance terms and conditions.**

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](http://www.penzbiztos.hu) website.

The insurance company is supervised by: Hungarian Financial Supervisory Authority (HFSA) (H-1013 Budapest, Krisztina krt. 39.) (hereinafter: Supervision), central mailing address: H-1534 Budapest, BKKP Pf. 777; central phone number: (36-1) 4899-100, central fax number: (36-1) 4899-102, the phone number of the Supervision's Customer Service Office: 06-40-203-776, email address: [ugyfelszolgalat@pszaf.hu](mailto:ugyfelszolgalat@pszaf.hu). You are kindly reminded of the Supervision's customer protection website ([www.pszaf.hu/fogyasztoknak](http://www.pszaf.hu/fogyasztoknak)), on which you may find useful information and comparison tools.

The most important provisions on consumer rights, the enforcement of consumer rights and the institutional system established in support of consumer protection are set forth in Act CLV of 1997 on Consumer Protection.

In relation to the operations of our Insurance Company, the Supervision – acting as a consumer protection agency – may check if

- the provisions of legal acts specified in Act CLVIII of 2010 on the Hungarian Financial Supervisory Authority, defining the obligations on business-to-consumer commercial practices,
- 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 Basic Requirements and Certain Restrictions of Commercial Advertising Activities,
- the provisions of Act CVIII of 2001 on Certain Issues of Electronic Commerce and Information Society Services,
- the obligations relating to the legal disputes of financial consumers

are complied with and shall act if these provisions are violated by a financial institution.

The Supervision, however, does not have the capacity to act in legal disputes which relate to the conclusion, validity, legal effect and termination of insurance contracts, as well as the breach of contract and its legal effects.

In order to settle any consumer disputes arising from or in relation to the conclusion of the insurance contract or the payment of insurance benefits out of court, you may refer the case to the Financial Arbitration Board operating within the Hungarian Financial Supervisory Authority (mailing address: 1525 Budapest BKKP Pf.: 172.) Initiation of arbitration proceedings is subject to a previous attempt by the customer to resolve the disputed matter through direct negotiations with the Insurance Company.

Please be advised that pursuant to Act LV of 2002 on Mediation, customers may also initiate mediation proceedings. Additionally, without referring their case to alternative dispute resolution forums, customers may enforce their claims directly through judicial procedures. Such judicial procedures shall be governed by the provisions of Act III of 1952 on the Code of Civil Procedure.

Please be informed that against payment of a premium you may also have legal expense insurance at our Insurance Company. You may read the relevant conditions in the currently effective terms and conditions of travel insurance.

Please be advised that our Insurance Company shall handle the personal particulars of any insured as well as the data pertaining to such insured's contract as confidential information related to insurance and may only disclose them to a third party in possession of an express written consent of the data subject. At the same time, please be informed that pursuant to Act LX of 2003 on Insurance Institutions and the Insurance Business, the insurance company is allowed to release data classified as confidential information related to insurance, to the following organizations and bodies without express consent of the data subject in the following cases:

- a) the Supervision (HFSA) when acting in an official capacity, b) investigating authorities and the public prosecutor's office, acting in a pending criminal procedure, c) a court of law in connection with criminal or civil cases as well as bankruptcy and liquidation proceedings, and the independent court bailiff acting in a case of judicial enforcement, d) notaries public in connection with probate cases, e) the tax authority in connection with tax matters specified in the law, f) the National Security Service when acting in an official capacity, g) the Hungarian Competition Authority when acting in an official capacity to monitor competition in the insurance industry, insurance

mediation, and insurance consultancy including insurance companies, insurance intermediaries and insurance consultants, Hungarian agencies of independent insurance intermediaries and consultants and the trade organizations of these, h) Children and Youth Services acting in an official capacity, i) the public health authority defined in Act CLIV of 1997 on Health, j) the agencies authorized to use secret service means and to conduct covert investigations if the conditions set forth in specific other legislation are provided for, k) providers of reinsurance and co-insurance (when insurance coverage is provided by several insurance companies jointly), l) the office maintaining the central policy records with respect to data disclosed as governed in the Insurance Act, m) the recipient insurance company with respect to insurance contracts conveyed under an insurance portfolio transfer, n) the body operating the Claims Security Account, the National Office, the Correspondence Center, the Information Center, the Claims Organization and the claims agent, the claims representative with respect to the information required for the settlement and enforcement of compensation claims and to the transfer of such information between one another, and the party responsible for the claim if, by exercising his/her right to self-determination, he/she requires access to data of repairs of the other vehicle from a claims settlement report taken in connection with the road traffic accident, 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 branch offices, 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 legal regulations on data protection that conform to the requirements stipulated by Hungarian law, q) the Commissioner of Fundamental Rights when acting in an official capacity, r) the Hungarian National Authority for Data Protection and Freedom of Information, when acting in an official capacity, s) the insurance company with respect to information concerning a customer's individual claims history and no-claim discount classification from the records of the previous carrier in cases set forth in the Decree on the issuance of claim history certificates, the bonus-malus system (no claims bonus) and the classification of customers therein, upon receipt of a written request from an agency or person referred to in Paragraphs a)-j), n) and s) indicating the name of the customer or the description of the insurance contract, the type of data requested and the purpose and grounds for requesting data.

The bodies or persons referred to in Paragraphs k)- m), 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 under national law or Community legislation granting authorization for requesting data shall be treated as verification of the purpose and legal grounds.

The obligation to keep information related to insurance confidential shall not apply when a Hungarian law enforcement agency or an authority operating as a national financial intelligence unit acting within its powers conferred under Act CXXXVI of 2007 on the Prevention and Combating of Money Laundering and Terrorist Financing or in order to fulfill the written requests made by a foreign law enforcement agency or an authority operating as a foreign financial intelligence unit pursuant to an international agreement makes a written request for information which is considered confidential information related to insurance from the insurance company, provided that such request contains a confidentiality clause signed by the foreign law enforcement agency of financial intelligence unit.

Please be informed that Europe Assistance Kft. (H-1134 Budapest, Dévai u. 26–28.), as the contracted agent of Európai Utazási Biztosító Zrt., provides assistance services relating to insurance claim settlement under an outsourcing agreement. In this respect, our company may act under the authority referred to it by law and disclose data and information concerning insurance claims to Europ Assistance. Europ Assistance Kft. has all the necessary technical, security and organizational tools to prevent unauthorized access to and fraudulent use or any other abuse of the data transferred to it.

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

Please be advised that Act CXVII of 1995 on Personal Income Tax may contain important provisions on tax matters concerning insurance contracts. This Act and other legal regulations on the same subject matter shall set forth provisions on tax matters relating to premiums due in consideration of insurance covers and insurance benefits paid by insurance companies as well as on tax allowances granted on insurance products.

### Additional Information Concerning Insurance Contracts Concluded within the Framework of Distance Marketing

Please be advised that if the travel insurance contract we wish to conclude is concluded by and between the Insurance Company and You, as a consumer within the framework of organized distance selling in a manner that the contract is negotiated only by means of distance communication, then the contract is also subject to the provisions of Act XXV of 2005 on the Distance Marketing of Consumer Financial Services (hereinafter: DM Act). Means of distance communication shall mean any such means which do not require the simultaneous physical presence of the parties to the contract for making a proposal to conclude a contract.

This Customer Information as well as the General Insurance terms and conditions specify all the information the insurance company is obliged to furnish under the DM Act. In this context and particularly with respect to distance marketing, we wish to advise You that our Insurance Company does not charge you any additional fees for the use of its means of distance communication, namely for the use of an IT application which the company developed for the sales of insurance on an online surface or on cell phones.

Please note that upon receipt of your electronic proposal our Company will promptly but no later than within forty-eight (48) hours send an acknowledgment of receipt to the email address you specified. Failing that, you will be released from your commitment under the proposal.

Please be advised that if your contract is concluded online, the specifics of the contract shall be recorded and may be retrieved during the whole term of the contract, and for period in which any claim arising from the contract may be enforced but for at least five (5) years after the termination of the contract.

Please note that your consumer rights entitle you to withdraw within fourteen (14) days upon your receipt of the policy which certifies the conclusion of the insurance, with immediate effect and without having to give reasons. You may send a notice of withdrawal to the mailing address of our company (H-1132 Budapest, Váci út 36-38) or to our fax number (36-1-452-3312). Pursuant to Section 6 (9) (b) and (c) of the DM Act, **your right of withdrawal or cancellation does not**

**apply** after the conclusion of a contract **if the period of the travel insurance contract** you wished to take out from our Insurance Company **does not exceed one month, or after the performance of the contract by both parties** if the policyholder has expressly requested the performance of a contract. This legal provision shall be without prejudice to the right to a premium refund as set forth in the terms and conditions of the contract. Before the expiry of the withdrawal period, the performance of the contract (risk coverage) may only be commenced if you expressly request it.

If you consent as defined above that the insurance coverage could commence before the expiry of the withdrawal period and the Insurance Contract is validly executed, but later on – within the period of 14 (fourteen) days referred to above – you cancel the Insurance Contract, the Insurance Company shall be entitled to charge you a pro rata insurance premium for the period between the generation of the insurance quote and the cancellation of the insurance.

If you exercise your cancellation right, the Insurance Company shall refund the amount due to you within 30 (thirty) days upon receipt of the cancellation notice.

Please be advised that when an insurance contract is concluded the Insurance Company shall issue an insurance policy and on the first workday after receipt of the insurance premium send it, accompanied by the Customer Information and the applicable insurance terms and condition, in an electronic mail with an advanced electronic signature to the email address you specified. You are kindly reminded that any change of your email address shall be reported to the Insurance Company within five (5) workdays of such change.

Please note that the contract shall be concluded only when a written agreement is signed by the parties. Pursuant to Section 538 (1) of the Civil Code of the Republic of Hungary, such written agreement shall be replaced by the issuance of an insurance policy. The requirement for a written form is complied with by setting out an electronic document with an advanced electronic

signature. Accordingly, a policy set out with an advanced electronic signature shall qualify as a written agreement.

In order to verify the authenticity of electronic mails, you shall have Adobe Acrobat Reader version 7.0 or higher, which you may download from the Internet ([www.adobe.com](http://www.adobe.com)) free of charge. If the sale is made by mobile communication, the application developed by the Insurance Company allows for an equivalent option to verify authenticity.

Please be advised that you may request the Insurance Company to make the insurance terms and conditions available to you in a printed form at any time within the insurance period.

Please note that the General Customer Information which contains the key particulars of the Insurance Company as well as all other information which is required by law to be furnished, together with the General Insurance Terms and Conditions containing the main features of the insurance contract, are made permanently and conveniently available to you in an electronic way on the website [www.eub.hu](http://www.eub.hu).

The Insurance Company and Europe Assistance undertake to maintain communication with the Insured or the person acting on behalf of the Insured in Hungarian or in English. In the case of disputes, statements made in Hungarian shall prevail.

Unless otherwise agreed by the parties or provided for in legal regulations, the insurance contract, the preliminary obligations for cooperation and information provision, as well as all claims arising under the insurance contract shall be governed by Hungarian law.

**Európai Utazási Biztosító Zrt.**

EUB ASSISTANCE – 24 HOUR SERVICE

**+36 1 465 3666**



General information - EUB Client Service: 1132 Budapest, Váci út 36-38. • Tel.: +36 1 452 3580 • [www.eub.hu](http://www.eub.hu) • [ugyfelszolgalat@eub.hu](mailto:ugyfelszolgalat@eub.hu)