

Travel Help

Travel insurance

1. GENERAL PROVISIONS

The provisions hereunder shall apply to the assistance contracts of UNIQA Biztosító Zrt. (hereinafter referred to as: The Insurer) (seat: 1134 Budapest, Róbert Károly krt. 70-74) as well as to its other contracts containing a paragraph on the provision of assistance, provided that the contract has been concluded under reference to the present provisions.

All conditions not regulated by the present provisions shall be governed by the regulations of the Civil Code of Hungary and settled according to the effective regulations of the Hungarian law.

The insurance contract is concluded by way of a written contract.

1.1 Parties to the contract

1.1.1. The Contractor

The contractor shall be the natural person, being able to act, completed the age of 18 or legal entity having submitted a proposal concerning the conclusion of an insurance contract, who shall pay the insurance premium and who shall be indicated to this effect in the insurance policy.

1.1.2. The Insured(s)

The Insured shall be the natural person indicated to this effect in the insurance contract.

The following persons shall not be Insureds:

- persons who are over 80 at the time of submitting a proposal concerning the conclusion of an insurance contract
- persons working outside the territory of the Republic of Hungary (hereinafter: abroad) and the members of their families staying with them, as well as any other persons residing permanently abroad for any reason
- persons who qualify as non-residents under the Foreign Exchanges Act, in case they do not have sufficient coverage as specified by the law for the costs of medical treatment in Hungary or an insurance covering these expenses.

1.1.3 The Assistance Service Provider

The Assistance Service Provider shall be the legal entity having established contractual relationship with the Insurer and acting as the sole representative of the Insurer in respect of the provision of the assistance services.

The assistance services shall be provided exclusively by the assistance service provider.

1.1.4 The person entitled to the insurance services

Entitled to the services of the Insurer shall be the Insured(s) specified in the contract, or – in case of the death of the Insured – the person indicated in the contract, or the legal heir of the Insured.

The insurance services rendered on the basis of the conditions specified herein shall be paid by the Insurer to the assistance service provider issuing the invoice. Exception to the above condition is the case when the invoice has been settled with the consent of the assistance service provider, in this case the assistance service provider shall reimburse the costs – up to the extent stipulated in the contract – to the person who shall have settled the invoice.

1.2 Period of coverage under the insurance contract

The insurance contract shall be a fixed term contract unless stipulated otherwise. The minimum period of coverage shall be 1 days and the maximum period shall be 1 year.

Within the period of coverage – during the time of the foreign trip – only one contract shall be concluded for the Insured(s). However, should the Insured(s) have despite this regulation several contracts the Insurer shall provide services only on the basis of one contract.

1.3 Premium payment

The insurance premium shall be paid all at once in one sum. Payment of the premium shall be due upon concluding the contract.

The insurance premium shall be calculated by the Insurer on the basis of the annual premium chart and it is especially determined by the number of days spent abroad and the range of services stipulated in the contract.

The Insurer shall be entitled to claim surcharges on the basis of the age of the Insured, by the destination country to be visited, and by the sport or hobby activities of the Insured.

The Insurer shall reimburse the total amount of the insurance premium provided that the Contractor announces their respective claim at the place of concluding the contract prior to the beginning of the risk assumption and at the same time the Insured returns the entire and intact insurance policy.

The Insurer shall reimburse the proportionate part of the premium for the unutilized days provided that the Contractor announces their respective claim at the place of concluding the contract prior to the beginning of the risk assumption and at the same time the Insured returns the entire and intact insurance policy. The first unutilized day shall be considered as the hand-over date. The announcement shall include the statement of the Insured claiming that no service is demanded from the Insurer upon the contract. In case of an insurance contract with a period of coverage of less than 15 days no claim for partial reimbursement shall be possible.

1.4 Risk assumption of the Insurer

1.4.1 The commencement of risk assumption

The risk assumption of the Insurer shall begin on receipt of the insurance proposal and premium by the Insurer or with the date referred to in the offer on condition that the first premium payment against the Insurer's account has been effected prior to the commencement of risk assumption, provided that the contract has been concluded.

Should the Contractor have paid the first premium directly to the representative of the Insurer, the premium shall be considered as settled and credited to the account of the Insurer or received by the cashier office of the Insurer not later than the fourth day following the payment.

1.4.2 The termination of risk assumption

The risk assumption of the Insurer shall end – and at the same time the Insurance Contract shall terminate: – on expiry of the period of coverage with the date specified in the offer.

1.5 Reporting obligation

On concluding the contract the Contractor and the Insured are obliged to report the Insurer all important circumstances and

data relevant for undertaking the insurance – especially those mentioned in the Insurance proposal – that are or were familiar with the Insurer, particularly the ones relating to the written questions of the Insurer. In order to protect the insurance risk community the Insurer is justified to control the delivered data, to which authorization is provided by the Contractor and the Insured on concluding the contract. The Insured shall release the doctor, hospital or any other health institution or social security fund providing or going to provide treatment/payment for the Insured from their obligation of official medical secrecy as well as the other insurance company (companies) from their obligation of insurance secrecy. The Insured/Contractor are obliged to report to the Insurer in writing within 5 working days all eventual changes in the circumstances or data which are important for undertaking the insurance but which do not qualify as insured events and which occur during the period of coverage, with special regard to the data and circumstances listed in the Insurance offer (name, address etc.). If the contract relates to more assets or persons, however violation of the obligation to notify circumstances and changes occurred only in respect of some of the assets or persons, then the Insurer cannot allude to the violation of the reporting and change reporting obligation in respect of the another assets or persons. Both, the Policyholder and the Insured have to meet their obligation to notify circumstances and report changes. None of them can allude to any circumstances in respect of which they failed to notify the insurer, though these should have been known to them and they would have been obliged to notify and report these circumstances. In case of violating the reporting obligation or the obligation for reporting changes the Insurer is exempt from the service duties unless it is proved that the hidden or unreported circumstances were known to the Insurer, or that it did not influence or played a part in the occurrence of the insured event. In case the Contract is not concluded by the Insured(s) the responsibility for making a legal declaration shall reside with the contracting party.

2. THE INSURER'S SERVICES

Pursuant to the provisions of this contract, the Insurer shall undertake the organisation and management of the Assistance Services whenever an insured event occurs, with the intermediation of the assistance service provider, and cover the relevant expenditure up to the insured amount specified in the contract. The Insurer shall assume the service obligation on all days of the year for 24 hours a day.

Pursuant to the provisions of this contract

A trip

shall be a journey made by the insured party outside a 20-kilometer area calculate from the permanent residence of the insured and/or beyond the borders of the Hungarian Republic, using a means of transportation and including also the return to the permanent residence. The journeys between the place of permanent residence and the workplace shall not be considered as trips.

2.1 Accident, illness

Pursuant to the provisions of this contract

An accident:

shall be an external mechanical or chemical impact occurring suddenly and unintentionally to the Insured as a result of which the Insured dies within a year or suffers a physical injury or health damage.

Severe illness:

A sudden, unexpected, adverse change in the health conditions of the Insured—an acute illness—which, with the lack of urgent medical help or specialised medical treatment, might cause fur-

ther deterioration in health or death. The Insurer shall not bear the obligation of the provision of services with regard to complaints or illnesses that had already existed within six months prior to the commencement of the trip and occurred as a result of an accident or illness requiring medical treatment. The Insurer's services shall apply in the case of an accident or severe illness of the Insured.

Decision on the service:

The medical duty manager to be called on the emergency number of the assistance shall make a decision from medical aspects concerning the type and form of the Insurer, as a result of consultation with the treating physician of the Insured.

2.1.1 Geographical scope of the risk assumption of the Insurer. The Insurer's risk assumption shall extend to the entire world outside the territory of Hungary.

2.1.2 The insured event and insurance services

2.1.2.1 Search, rescue, escape

If during the trip the Insured must be searched or rescued because of an accident or severe illness, the Insurer shall organise for the most effective help and shall cover the costs up to the amount specified in the policy. Within that framework, the Insurer shall cover the eligible expenses of searching for the Insured and the transportation to the nearest road that can be used by motor vehicles or to the hospital nearest to the scene of the accident. If it is medically justified or necessary because of the scene of the accident, the rescue operation can be implemented in any possible way.

2.1.2.2 Transportation home from abroad, transportation by ambulance. If during the trip the insured party needs immediate transportation due to an accident or severe illness (including also transportation home from abroad by ambulance), the Insurer shall organise for the assistance and assume the expenses.

In such cases, the insurance shall also cover the transportation of the patient by airplane.

Within the framework of this insured amount, the Insurer offers the transportation of the patient by plane, necessary for medical consideration and ordered by the physician, to the place of residence or to the hospital which has the equipment suitable for the special illness or accident. This amount shall also include the treatment and medical care during the flight with the condition that the Insured is in direct danger of life or is threatened with serious health damage.

Within the framework of this insurance amount, the Insurer shall also cover the expenses of other necessary rescue instruments (ambulance, ship, etc.).

The physicians on duty available on the assistance numbers shall decide on the need for the transportation of the patient by airplane on the basis of consultations with the physician treating the insured party; they shall also select the adequate transportation means. The insurance coverage shall also extend to the expenses of transportation home.

If the Insured is transported home on a scheduled flight from abroad, the Insurer shall also assume the extra expenses related to the trip of one more person travelling with the Insured who is a family member sharing the same household with the insured party.

Even in the case of transportation of the patient by rescue airplane, one person may accompany the patient providing that there is enough space on the airplane and if the necessity of this is medically justified.

2.1.2.3 Transportation for transfer purposes

The Insurer shall also organise the transfer of the Insured in relation to the accident or severe illness occurring during the trip, to a different hospital which is practical and necessary for medical

consideration or to the nearest hospital to the place of residence and shall also assume the expenses which incur in approved manner. In all cases, the physician on duty available on the assistance number shall decide on the service and the adequate transportation means on the basis of consultation with the physician treating the insured party.

The insurance cover shall also extend to transfer by airplane; this means transportation of the patient from the first hospital providing emergency treatment to a central hospital or specialised department which has sufficient equipment and instruments required for the follow-up treatment.

2.1.2.4 Transportation home of a corpse

If the insured dies during the trip as a result of an accident or severe illness, the Insurer shall, according to the request of the close relatives, organise for the transportation of the corpse home to the Hungarian cemetery or the place of residence of the insured party or shall assume the expenses of the funeral abroad. All the expenses incurring shall be assumed by the Insurer.

2.1.2.5 Transportation home of a child of minor age or a family

If as a result of the death, accident or severe illness of the Insured during the trip neither the insured party, nor the accompanying family member sharing the same household with the insured party are able to care for a child (children) below the age of 14 travelling together with the insured party, the Insurer shall organise for the child to be transported home to the permanent place of residence with an accompanying person.

The Insurer shall assume the expenses incurring during the service, including also the expenses related to the companion. The Insurer shall also offer this service if, in the case of a trip involving a personal vehicle, the Insured as the only driver, becomes unable to drive it as a result of an accident or severe illness and the passengers, i.e. family members sharing the same household with the insured party, need to be transported home together with the vehicle.

2.1.2.6 Expenses of medical treatment

If during the trip of the insured party hospital treatment or outpatient treatment becomes necessary due to accident or severe illness, the insurer shall organise the medical treatment and shall assume the related expenses (medical examinations, medicine, medical care) up to the amount specified in the policy. The insurer undertakes to purchase medicine required in relation to the occurrence of the above insured event and to make it available to the insured party or his treating physician, if the medicine cannot be obtained on the premises. The insurance service shall only extend to the expenses of organisation, delivery and Customs clearance but it shall not include the price of the medicine or related expenses (customs duty, taxes, etc.). The Insurer shall not be obliged to extend the service if the treatment becomes necessary due to an illness or accident which were already treated by doctors or controlled by doctors within six months directly before the stay abroad. The same applies to pregnancy complaints and childbirth. In case of dental complaints the Insurer provides coverage only for emergency up to the limit of Euro 150 per tooth for not more than 3 teeth.

2.1.2.7 Visiting patients

If during the trip of the insured party hospital treatment becomes necessary due to an accident or severe illness for more than ten days, the Insurer shall organise for the trip of one person to the hospital and back to the permanent residence of that person. The Insurer shall assume the travelling and accommodation expenses up to the amount specified in the insurance policy.

2.1.2.8 Extension of the stay

If during the trip the insured party suffers an accident or severe illness which does not allow for proper transportation and the

return to the permanent residence cannot be commenced at the originally scheduled date, the Insurer shall organise for potential further stay and accommodation. The Insurer shall assume the extra expenses of the return to the permanent residence proved with an invoice up to an amount specified in the insurance policy.

2.1.2.9 Interruption of a trip, return

If the Insured is forced to end the trip earlier than the scheduled date because either the Insured or the family member sharing the same household with the Insured suddenly and severely falls ill, suffers an accident or dies or because they suffer a significant loss of property or because of the outbreak of a sudden war or internal disturbance at the destination or due to the occurrence of a natural disaster, the Insurer shall organise for the trip home. The Insurer shall assume the extra expenses incurring over and above the expenses of the originally planned return journey up to the amount specified in the insurance policy.

2.1.3 Motor assistance

Under this present contract vehicle shall mean a personal car or motor bicycle put to operation and supplied with a valid Hungarian registration plate and a traffic licence by the competent Hungarian authority, where less than 10 year has passed between the first putting to operation and the occurrence of the insurance event.

2.1.3.1 Territorial scope of the Insurer's liability

The insurance coverage extends to the countries of the geographical Europe and the Mediterranean countries, but the territory within 20 km radius from the permanent residence of the Insured are excluded. The liability of the Insurer does not cover the territory of the following countries: Iceland, Greenland, Spitsbergen, Canary-islands, Madeira and Azores.

2.1.3.2 Insurance events and insurance benefits

The Insurer will up to the sum insured specified in these terms and conditions organise and arrange the assistance services and will undertake the incurred costs certifiable with the relevant invoices, provided that they were incurred in due consideration of the guidelines stipulated by the provider of the assistance services.

2.1.3.2.1 Vehicle repair services

If in the course of its journey the vehicle could in consequence of any breakdown stemming from whatsoever reason not be able to continue its trip, the Insurer will provide the following services:

a) Repair on the spot

Directly on the spot where the insurance event occurred, car repair vehicles and craftspersons will reinstate the roadworthiness of the vehicle in correspondence with the authoritative prescriptions, up to the sums stated in the table of insurance benefits. The purpose of the repair on the spot is that the vehicle could be suitable for reaching the nearest garage where the defect could finally be eliminated. In the course of repairs on the spot, the main components of the vehicle (brake, undercarriage, engine, gearbox) may not be dismantled. If a vehicle could presumably not be repaired on the spot, the Insurer will send a towing vehicle. Costs of any permanent repair in excess of the sum insured should be borne by the Insured.

b) Towing to a garage

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

c) Towing from the garage

Following the occurrence of an insurance event, if according to the professional opinion of the garageman, the repair of the ve-

hicle towed to the garage under the arrangement of the Insurer could not be solved within five workdays, the Insurer undertakes to organise the towing of the vehicle to the place of the permanent residence of the owner or the operator or any other address within the territory of Hungary specified by them, and to reimburse the costs of such towing up to the limits specified in the table of the insurance benefits.

2.1.3.2.2 Returning home or continuing the journey following un-roadworthiness of the vehicle

If in the course of its trip the vehicle could in consequence of any breakdown stemming from whatsoever reason (excluding the theft of the vehicle in abroad) not be able to continue the trip, and therefore the Insured is necessitated to interrupt his/her journey (including journey to his/her place of permanent residence), the Insurer will provide the following services:

The Insurer will bear the travel expenses of the insured persons, either between the original place of destination and the place of the insurance event (including the trip to and from the garage), or to the place of the permanent residence of the insured persons and for the Insured or for a person designated by the Insured to and from the garage.

Such travelling should be arranged with a mean of public transport at the discretion of the traveller, on the shortest possible itinerary. The cost that the Insurer should under each contract reimburse is the price of a train ticket for second class (including additional fees and discounts) and is capped at the limit stated in the table of insurance benefits.

2.1.3.2.3 Rental car

If in the course of its trip the vehicle could in consequence of any breakdown stemming from whatsoever reason (excluding the theft of the vehicle in abroad) not be able to continue the trip, and therefore the Insured is necessitated to interrupt his/her journey (including journey to his/her place of permanent residence), the Insurer will provide the following services:

The Insurer will arrange for a rental car for at most 2 days, up to the limits stated in the table of the insurance benefits.

Following an insurance event, the insured may utilise either the Returning home or continuing the journey following the un-roadworthiness of the vehicle benefit or the Rental car benefit.

2.2 Travelling

2.2.1 The geographical scope of the risk assumption of the Insurer

The Insurer's risk assumption shall extend to the entire world outside the territory of Hungary.

2.2.2 The insured event and the Insurer's services

2.2.2.1 Re-obtaining the official documentation

If during the trip abroad, the insured party loses the official documentation, which are indispensable for the continuation of the journey, the Insurer shall provide assistance for re-obtaining the documents. The expenses of re-obtaining the documentation shall be reimbursed by the Insurer up to the amount specified in the insurance policy.

2.2.2.2 Legal counselling

The Insurer shall organise for legal counselling to the Insured providing that it is required in relation to an insurance service or proceedings initiated by authorities against the insured party during his private trip abroad. The expenses related to the first counselling given by the advisor abroad shall be reimbursed by the Insurer up to the amount specified in the insurance policy.

2.2.2.3 Bail

If a proceeding is initiated against the insured party with an accusation of a misdemeanour or negligent crime, up to the

amount specified in the policy, the Insurer shall undertake the payment of the bail or a similar security deposit established against the insured party. The Insured shall return the amount of the bail to the Insurer within 6 months from the payment.

2.2.2.4 Recall from the trip

If the Insured is recalled from the trip abroad due to the death, sudden serious illness of a family member or close relative sharing the same household with the insured party or due to a considerable financial loss in the property of the insured party, upon the written request of a close relative, the Insurer shall take the necessary actions using the instruments suitable for the purpose and shall assume the related expenses up to 100%.

2.2.2.5 Interpreter service

The Insurer undertakes to make an interpreter available to the Insured party in relation to the insurance services or any proceedings initiated by an authority during the trip abroad. The expenses incurring in relation to that shall be assumed by the Insurer up to the amount specified in the insurance policy.

2.2.2.6 Personal liability insurance

If an accident is caused to another person out of neglect of the Insured(s) during their stay abroad, which has the consequence of claiming damages against the Insured(s), the Insurer shall cover the medical costs against invoice (dentist, surgery, hospital, X-ray, patient-transport, nursing), the costs of funeral, or the costs of material damage, providing the Insured(s) falls under the obligation of compensation also by the force of the Laws of the Republic of Hungary.

2.2.2.7 War or insurgence

The Insured meets their obligation for Loss Prevention and Mitigation if there is a sudden war, insurgence or disaster at the place of the destination and therefore the Insured must break the trip and is forced to return home earlier than planned. In this case, the Insurer covers the proven costs of the trip home up to the limit of HUF 500.000. The Insurer is not obliged to guarantee the organisation of the trip home and to assume the costs of travelling above the amount of HUF 500.000. The Insured(s) shall have to meet their obligation of notification in this case as well!

Disturbance or natural disaster at the place are if the media of the country or the neighbour countries communicates (news-papres, TV, radio, online news, etc.) about the incidence general as a disturbance or natural disaster.

2.2.2.8 Cost of accidents caused by terrorism

If in consequence of terrorism the Insured would be injured, would be in need of medical care abroad or would die, the Insurer undertakes to grant the following benefits in respect of the consequences of a terrorist action up to a limit of altogether HUF 1,000,000 per insured, provided that the Insured did not take part actively and deliberately in the terrorist action:

- costs of emergency medical treatment
- costs of repatriation of the injured person
- costs of repatriation of the corpses
- accidental death benefit (even in the case of air crash)

The Insurer's liability in respect of all insured persons holding the Insurer's valid travel insurance policies in the given period, who were injured in the course of a terrorist action, is limited to HUF 20,000,000. If the benefits payable to all insured persons would exceed HUF 20,000,000, the claims per each contract will be paid in such proportion as is borne by HUF 20,000,000 to the actual total claim amount.

If a terrorist action would cause accidental injury to the Insured, the Insurer undertakes to reimburse the costs of emergency medical treatment related to such injury, the repatriation of the injured person or following his/her accidental death the repatri-

ation of the corpses, except if the Insured stayed on the given territory notwithstanding the prohibition published by local authorities. A condition of the payment of the insurance benefit is that on the first day of the insurance period the destination country was not included in the list of non-recommended or dangerous countries of the Foreign Ministry.

The insured event has to be reported immediately, but latest within 24 hours to the Insurer calling the following help-line: (+36 1) 458-4484, 458-4485.

The Insurer will compensate all costs emerged in connection with the events reported after 24 hours only up to maximum EUR 300!

3. EXEMPTION OF THE INSURER, EXCLUSIONS

The Insurer shall be exempted from the obligation of payment of the services (entirely or partly) if it proves that

- the costs incurred in consequence of the insured event are refunded by an other obligor (e.g. agreements between governments, social security, other insurance coverage, third party liability coverage, travel insurance coverage) – except for accidental insurance; if the Insurer has compensated for the damage then the Insurer shall be entitled to the rights to which the Insured had been entitled to as against the person responsible for the damage except where such person is a relative of the Insured, living in the same household
- the insured event has been caused by the illegal, intentional or gravely negligent behaviour of the Contracting Party or the Insured, in particular:
- in respect of serious criminal act intentionally committed by the Insured
- in a direct causal relation with the narcotic or intoxicated condition of the Insured
- while driving a motor vehicle without a driving licence.

The coverage of the Insurer – unless otherwise stipulated – shall not extend to insured events that are in connection with the following:

- direct or indirect effect of radiation qualified as ionising radiation as per the relevant legal regulations,
- nuclear energy,
- war actions, civil war, internal riots, warfare between countries, terror acts (Expecting 2.2.2.7. and 2.2.2.8. points.)
- actions caused by biological weapons
- natural disaster
- any mental disorder of the Insured
- compensation for non-pecuniary damages
- insured events occurring with relation to pregnancy (or any stage thereof)
- insured events occurring as a result of such illnesses of the Insured that had commenced within six weeks prior to the commencement of the journey and/or that had existed even before the commencement of the journey.
- insured event occurring while participating in national or international sport competitions, or during the preparations, training for such sport contests
- insured events occurred during especially hazardous sporting activities or hobbies (extreme sports) as in particular caving, underwater diving, hill and rock climbing, – the following activities are defined as mountain climbing: hiking in mountain regions, when the Insured goes off the hiking path, or the circumstances of the hiking path require special equipments (for example: climbing rope, ice axe) mountain climbing is classified further as hiking on route of Klettersteig type (Via Ferrata) and hiking over 3500 m above sea-level.- bungee jumping, as well as during pursuing kind of sports necessitating exceptional thorough grounding and skills, and involving the usage of engine powered land vehicles or waterborne vehicles or of pow-

ered or not powered aircrafts, and cycling – except, if the insured event occurs while cycling on cycle tracks or on public road in accordance with the traffic rules of the country.

- The following activities can be insured by paying surcharge (only in case of Plus and Lux types) Rafting (canoeing, kayaking, rodeo, river running, creek) Hydrospeeding, Trekking, Water- touring, Sea Kayaking, Waveskiing, Wakeboarding, Kitesurfing, Windsurfing, Sailing, Jetskiing, Waterskiing, Parasailing
- events in relation with the carrying or use of firearms by the Insured during his or her armed service.

In the case of wars, insurgencies and natural disasters the stipulations of 2.2.2.7 shall apply.

4. THE INSURER'S SERVICE OBLIGATIONS

4.1 Reporting of the insurance claim

The Insured/Contractor shall be obliged to avert the damage or reduce the extent of the damage occurred as much as possible. A insured event shall be reported immediately, but within 24 hours at the latest to the Insurer, dialling the following emergency number: (36-1) 458-4484, 458-4485

For the costs arisen as a consequence of insured events reported later than 24 hours the Insurer claims responsibility up to the amount of Euro 300!

The Insured/Contractor shall be obliged to provide full and true information to the Insurer on the circumstances of the insured event and the insurance contract, furthermore the Insured/Contractor shall be obliged to enable the verification of the contents of the report and information. The person reporting an insurance claim shall be obliged to fully and correctly answer the questions asked by the personnel on duty of the assistance service provider.

The obligation of the Insurer shall not arise if the Insured/Contractor to perform the above obligations, and as a result thereof substantial circumstances become impossible to be cleared up.

4.2 The Insurer or the assistance service provider may request the

submission of the following documents in order to perform the services:

- policy
- verification of entitlement (verification of personal identity)
- detailed description of the insured event,
- the official documents drawn on the insured event (e.g. police report or records of any other authority, death certificate, medical documentation, receipts/ invoices proving the costs incurred in relation with the insured event)
- any other documents as required for the verification of the services.

4.3 Performance of the services of the Insurer

The Insurer shall be obliged to perform the service within 15 days following the reception of the last document required for the verification of the services.

5. SUBMISSION OF COMPLAINTS

A customer may submit a complaint concerning the activity, service or omission of UNIQA Biztosító Zrt. verbally (in person, by phone), or in writing (handing over the document by him/herself or by another person), sending a fax or in a letter, or in electronic mail as indicated below:

- a) in person, in writing or verbally at the Customer Service Office of the insurer (1134 Budapest, Róbert Károly krt. 70–74.) during the opening hours of the Customer Service Office,

- b) elektronically (addressed to panasziroda@uniqa.hu e-mail address),
- c) by phone (through the Call Center of the insurer on the following phone numbers: + 36 (1) 20/30/70/544-5555, 1418),
- d) by fax (on the following fax number: +36 (1) 238-6060),
- e) in a letter (addressed to the following address: 1134 Budapest, Róbert Károly krt. 70–74.).

The complaint should also include Panaszkézelés (Complaint Handling) among the addressees. The complaint handling procedure is described in detail [Complaint Handling Regulation] on our website at www.uniqa.hu, and the text of the regulation is also available at our Customer Service Office operated at the registered office of the insurer included in the company register. If any complaint concerning the establishment, validity, legal impact, cessation of the insurance agreement, or the violation of agreement and its legal effects is rejected by the insurer, the customer may:

- a) turn to the Financial Arbitration Board (hereinafter: FAB) (H-1525 Budapest, BKKP P.O.Box 172, phone: +36 (1) 40-203-776, telefax: +36-489-9102, e-mail: ugyfelszolgalat@mnbb.hu) or
- b) turn to court in compliance with the provisions of the Act on Civil Proceedings.

If the complaint rejected by the insurer contains a request for the investigation of the violation of any consumer protection provision of Act CXXXIX of 2013 on the Central Bank of Hungary (hereinafter referred to as: CBH) (hereinafter referred to as: CBH Act), the customer may apply to CBH [1534 Budapest BKKP P.O.Box 777, phone: 06 40 203-776, telefax: +36-489-9102, e-mail address: ugyfelszolgalat@mnbb.hu], requesting a consumer procedure investigation.

A procedure may be launched at the FAB and CBH on condition that the customer should be classified as a consumer pursuant to the provisions of the CBH Act, and that they should make an attempt to resolve the disputes directly with the insurer prior to applying for legal remedy.

For the purpose of the CBH Act, a consumer is a natural person who is acting for purposes which are outside their trade, business or profession. For the purposes of complaint handling a natural person employed by/acting on behalf of e.g., a business association, a cooperative, a condominium, a law firm or any other organisation with legal personality or an insurer or insurance broker is not deemed a consumer.

If, pursuant to the provisions of the CBH Act the customer is not a consumer, the client may initiate a civil lawsuit in court having competence and jurisdiction pursuant to the Act on Civil Proceedings against the insurer's decision rejecting the complaint.

Supervisory authority of the insurer:

Central Bank of Hungary

Seat: 1054 Budapest, Szabáság tér 8-9.

Customer service: 1013 Budapest, Krisztina krt. 39

postal address: 1534 Budapest, BKKP P.O.Box 777

telephone number of the customer service: 36-40-203-776

5.1 Prescription

The claims arising from the insurance contract shall be time barred within two years. The time of prescription is to be calculated from the date when the insurance service falls due.

5.2 Data security, insurance secret

1. Data management under this contract is based on the client's consent and on Articles 135 and 136 of Act LXXXVIII of 2014 on insurers and insurance activities (hereinafter: Bit.). The Insurer is entitled to manage all personal, health condition, and business performance data of its clients' qualifying as insurance secrets that are related to the insurance contract, its conclusion, administration and to the insurance benefits in ac-

cordance with the legal provisions. The Insurer is obliged to handle all personal, health condition and business performance related data of its clients that came to its knowledge in the course of its activity as insurance secret and burdened with secrecy obligation without time limitation. As data processing units on behalf of the insurer can act the UNIQA Software Service GmbH (A-1029 Vienna, Untere Donau Strasse 21.), Europ Assistance Magyarország Kft, medical experts, ordered by the Insurer and all persons performing outsourced activity for the data manager in connection with the insurance contract. They can get an insight in the data in accordance with the legal provisions. The client may request information from the data manager concerning the management of his/her data, also, he/she may request the correction of his/her data, and – outside the scope of obligatory data management – he/she may request the deletion or distraint of such data, and in the cases specified by the law, he/she may protest against the management of his/her data, furthermore, in the event of the violation of his/her rights, the client may contest the data manager at court. Court procedure should be started as chosen by the concerned either at court on domicile or residence of the concerned.

2. Insurance secret shall mean all data – not qualifying as state secret – that are available for the Insurer, the Reinsurer, the reinsurance mediator or the insurance advisor, which refer to the personal circumstances, financial position or financial management of the individual clients (including the claimant) of the Insurer, the Reinsurer, the reinsurance mediator or the insurance advisor or to the contract that the said clients concluded with the Insurer or the Reinsurer.
3. The Insurer may manage data in the absence of any alternative legal rule as long as a contractual relationship exists and any claim could be enforced in relation with the legal insurance relationship. The Insurer will be obliged to delete all personal data related to its clients and former clients and to any contract not concluded where the aim of the data management has ceased, or where the consent of the parties concerned is missing, or where the legal grounds of the data management are missing.
4. As regards insurance secret the Insurer should act in accordance with Bit. Insurance secret may be revealed for a third party only in the event if
 - the client of the insurer, the insurance mediator and the insurance consultant, or his/her legal representative gave a written exemption in the matter, with accurate indication of the scope of insurance secrets that could be revealed,
 - secrecy obligation is not requested by the Act (Bit).
5. The insurer can forward the data of its clients without violating of its secrecy obligation in cases as stipulated by the law to the following organs and agencies: Supervisory Authority acting in its scope of authority, the investigation authority and the attorney's office, the court, the expert, ordered by the court, the investigation authority and the attorney's office, independent debt collectors acting in enforcement cases, main creditors acting in debt clearing proceedings of natural persons, Family Voluntary Bankruptcy Settlement Service, official receiver of the family, the notary public acting in inheritance cases, experts ordered by notary public acting in inheritance cases, the tax authority, the national security services, the Office of Economic Competition, the guardianship office, health care agencies, agencies authorised to apply secret service means for collecting information, the Reinsurer, and in the case of joint underwriting (coinsurance): the participating Co-insurers, if an insurance contract portfolio would be handed over in the frames of portfolio transfer: the Insurer that takes the portfolio over, partners pursuing outsourced activities for the insurer, auditors, third country insurers, insurance mediators and Commissioners of Fundamental rights in relation to branch offices, National Data protection and Information Freedom authority, to financial institutions de-

financed by the law in relation to claims stemming from financial services in connection with the insurance contract, in the event when an authority acting as financial information unit or a Hungarian criminal investigation agency proceeding within its scope of responsibility specified in the Act on prevention and combating of money laundering, or acting in order to fulfil international obligations. The reporting obligation defined in the Act on the Implementation of Restrictive Measures imposed by the European Union relating to liquid assets and other financial instruments is another exception from the obligation to keep insurance secret. It is not considered as the violation of the insurance secret and the business secret when in the course of an inspection proceeding under consolidated supervision circumstances, the reports on the inspection of the group are handed over to the controlling member of the financial group.

In cases and following the period specified by §147 of the Insurance Act (Bit) the document containing insurance secret may be used for the purposes of archives researches. Moreover an exception to the rule of preserving business and insurance secrecy is the data supply obligation in accordance with the Act on public interest data and data that are of public interest.

6. By virtue of concluding this present contract, the Policyholder and the Insured consented that his/her data could be transferred to (re)insurers in a third country or to data processing organisations in a third country (data manager in a third country), or to any health care institutes in connection with the present contract.
7. In the interest of the risk community and in order to fulfil its contractual and legal obligations stipulated by the law and to prevent fraudulent uses and malpractices in connection with the insurance contracts the Insurer may turn to other insurance companies and upon request of another insurer can supply the requested data within the term determined, and when no deadline is specified it is obliged to supply the data within fifteen days after receiving the request of the another insurance company. The request and granting the request will not be considered as violation of the insurance secret. Requests and data supply may refer to the data determined by Bit. The Insurer may manage data, obtained as a result of a data request until the deadline stipulated by the law. The requesting Insurer shall inform the customer on the data request, on the data contained in the request and that the request has been granted at least once during the insurance period and upon request of the customer it has to inform him/her in accordance with the Act CXII of 2011 on the self-determination right and the information freedom.

6. UNIQA BIZTOSÍTÓ ZRT. TERMS AND CONDITIONS OF THE LUGGAGE INSURANCE CONTRACT SUPPLEMENTING THE ASSISTANCE SERVICES

Unless otherwise stipulated, these conditions shall apply to contracts of the supplementary luggage insurance that may be concluded supplementary to the assistance services of UNIQA Biztosító Zrt. (hereinafter: Insurer).

6.1 Territorial scope of insurance coverage

The risk bearing of the Insurer shall cover the entire world, except for the territory of Hungary.

6.2 The insured event and the services to be provided by the Insurer

The Insurer undertakes to compensate the loss suffered by the Insured resulting from the theft or robbery or destruction in accident or natural disaster of luggage carried along by the Insured on his or her journey abroad, up to the insurance amount specified in the policy.

Items excluded from this contract:

- jewellery (including wristwatches)
- precious metals, precious stones
- collections
- works of art
- means of payment, any other means replacing usual means of payment (including cash, bank cards, cheque, any warrants or season tickets or travelling tickets entitling to the use of any services)
- securities, savings deposits
- fur
- documents
- any sport equipment (including bicycles)
- technical equipment including their accessories (in particular; mobile phones, tablet pc-s, notebooks, GPS devices)

There is a limited compensation for damages to photographic and film equipment and portable video systems, in each case up to 100.000 HUF.

- musical instruments
- items used for the purpose of work

The luggage insurance does not cover the objects containing the luggage (suitcase, bag etc.).

6.3 Events excluded from this contract

- losing or abandoning the luggage, disappearance of luggage owing to having been left unattended
- theft from the parts of the vehicle that can be seen from outside or from the passengers' area (including the glove compartment)
- theft from the unlocked rigid-covered boot of a vehicle
- theft from the non-rigid-covered boot of a vehicle
- theft from the boot of a vehicle if the violent penetration into the boot is not definitely proven
- disappearance of the luggage resulting from the violent opening of the vehicle left unattended during the night (between 10.00 p.m. and 6 a.m.) or following the arrival to the place of accommodation
- in the case of camping, theft occurred on the place of camping not officially assigned for this purpose by the authorities (camping wild)

6.4 Documents to be submitted for the verification of the insurance services:

Further to as specified in the conditions of the Assistance services, the following documents shall be submitted for the verification of every luggage claim:

- detailed police report or other official document drawn to the name of the claimant (describing the circumstances, location, time etc. of the event)
- receipts proving the value of the lost items (in lack of these, the Insurer takes into account the replacement value in Hungary of the items, based on the statement issued by the Central Office of Statistics (KSH).

6.5 Other stipulations

Issues not regulated herein shall be governed by the conditions of the Assistance services of UNIQA Biztosító Zrt.

7. UNIQA BIZTOSÍTÓ ZRT. TERMS AND CONDITIONS OF THE ACCIDENTAL INSURANCE CONTRACT SUPPLEMENTARY TO THE ASSISTANCE SERVICES

Unless otherwise stipulated, these conditions shall apply to contracts of the supplementary accidental insurance that may be concluded supplementary to the assistance services of UNIQA Biztosító Zrt. (hereinafter: Insurer).

7.1 Territorial scope of insurance coverage

The coverage of the Insurer shall cover the whole world.

7.2 The insured event and the services of the Insurer

The Insurer shall pay the insurance amount specified in the policy in case of the accidental death of the Insured.

In the case of occurrence of the Insured's permanent health impairment of at least 50% or exceeding extent thereof, arising from an accident, the Insurer shall pay the insurance amount specified in the contract, irrespective of the degree of the health impairment. The insurance service will be received in lump sum. The value of one insurance service:

HUF 3,000,000 as lump sum in case of Travel Help Standard

HUF 4,000,000 as lump sum in case of Travel Help Plusz

HUF 8,000,000 as lump sum in case of Travel Help Lux

In compliance with this contract the following shall be considered as permanent health impairment:

- health impairment arisen in a direct causal relation with an accident and leading to permanent (irrecoverable) damage to the physical or mental ability
- the percentage of the occurred disability or health impairment shall be determined relating to the loss or dysfunction of the below-listed parts of the body or organs of sense, based on a medical examination taking into consideration all relevant circumstances, and based on the authoritative degrees as listed in the following table:

Complete loss of vision of both eyes	100%
Complete loss of vision of one eye	50%
Complete loss of hearing of both ears	60%
Complete loss of hearing of one ear	30%
Complete loss of sense of smell	10%
Complete loss of the gustatory sense	5%
Complete loss or complete dysfunction of one arm from shoulder joint	70%
Complete loss or complete dysfunction of one arm from above the elbow joint	65%
Complete loss or complete dysfunction of one arm from below the elbow joint	60%
Complete loss of one hand	55%
Loss of a thumb	20%
Loss of an index finger	10%
Loss of any other fingers, each	5%
Complete loss or complete dysfunction of one leg from above the middle of the thigh	70%
Complete loss or complete dysfunction of one leg from below the middle of the thigh	60%
Loss of one leg up to the knee	50%
Loss of one leg up to below the knee	45%
Loss of a foot	40%
Loss of a big toe	5%
Loss of any other toe	2%
- in case of partial loss or loss of function of parts of the body or organs of sense, the appropriate percentages of the degrees specified in the table shall be taken into account
- in case of loss or loss of functions of organs of sense or parts of the body not listed in the table, the medical expert of the Insurer shall determine the degree of the damage to the physical or mental ability of the Insured
- if more than one functions have been damaged by the same accident, the degrees of disability determined on the basis of table shall be cumulated
- the statement of the medical expert of the Insurer shall be independent of the statement of any other medical or social security institution
- should any functions or parts of the body - the functional ability of which parts of the body had already been damaged prior

to the accident - be damaged in the course of an accident, the degree of the prior disability shall be deducted on the basis of the table from the actual loss of function at the determination of the service.

The final determination of the degree of permanent health impairment shall take place with the passing of one year following the insured event. Within this period a payment in advance may be effected – taking into account the expected amount of claim. In case of permanent health impairment the Insured shall be entitled to have his or her medical condition reviewed once a year – but not more than within two years following the insured event – and in case of any worsening of his or her medical condition to file a claim for further services.

In case the Insured suffers accidental death, the service relating to disability may not be claimed, and the amount already paid shall be deducted from the insurance amount due in case of death.

7.3 The insurance shall not cover the following:

- Accidents occurring in a causal relation with the mental disorder or disorientation of the Insured, as well as suicide or attempted suicide of the Insured or the Insured being intoxicated.
- Accidents suffered by the Insured while committing an intentional criminal act or in the course of an attempt thereof or in relation therewith.
- Accidents caused directly or indirectly by war or civil war events, furthermore accidents that occur owing to active participation of the Insured in internal riots or protests.
- Accidents suffered with powered or not powered aircrafts or any flying devices, or gliders, or in the course of parachuting, as well as being a member of the aircraft's personnel.
- Accidents caused directly or indirectly by radioactive nuclear energy or ionising radiation.
- Injuries caused by sunstroke, heat-stroke, sunburn, frostbite.
- Health impairments resulting from medical treatment or intervention (except if such has been necessitated by an accident covered by the contract).
- Infections which cannot be brought into relation with accidents, illnesses resulting from insect-bites regarding infections which are not indigenous in Europe.
- Poisoning or injuries resulting from intentional ingestion of solid, liquid or gaseous materials, substances, including drugs and other narcotics.
- Abdominal or hypogastric hernia (exertion in lifting heavy objects) if not in a causal relation with the given accident.
- Injuries of vertebral disk, sprains, strains, bleeding and cerebral haemorrhages not originating from an accident.
- Accidents occurring during professional or competitive sporting activities or training therefore.
- Accidents that occur during the performance of armed service by the Insured, as well as accidents occurring during and in relation with the carrying or use of firearms by the Insured.

7.4 Expiry of the insurance contract

In respect of the Insured the supplementary accidental insurance contract shall cease as specified in the conditions of the Assistance services of the Insurer, furthermore on the anniversary of the conclusion of the insurance contract if the Insurer provided service.

7.5 Other stipulations

Issues not regulated herein shall be governed by the conditions of the Assistance services of UNIQA Biztosító Zrt.