

On the basis of these insurance terms and conditions (hereinafter: terms) UNION Vienna Insurance Group Biztosító Zrt. (hereinafter: Insurer) shall provide insurance services for MasterCard Standard, MasterCard Standard Devizakártya (MasterCard Standard Currency Card), Visa Classic, Visa Classic Hitelkártya (Visa Classic Credit Card), MasterCard Standard Hitelkártya (Visa Standard Credit Card) (hereinafter: Standard card), Visa Business, MasterCard Business, MasterCard Üzleti Devizakártya (MasterCard Business Currency Card), MasterCard Széchenyi kártya (MasterCard Széchenyi Card) (hereinafter: Business card), MasterCard Gold, MasterCard Gold Business (hereinafter: Gold card) bank cards of Erste Bank Hungary Ltd. (hereinafter: Contracting Party). For questions not governed in these terms and conditions the provisions of the Civil Code and valid Hungarian rules and regulations shall govern.

Chapter I. – Interpretation Provisions

Insurer: UNION Vienna Insurance Group Biztosító Zrt., which bears the insurance risk and undertakes the obligation to provide the services defined in the insurance terms and conditions, in consideration of the premium paid by the Contracting Party.

Insurer's Authorised Representative: Insured's assistance partner is Europ Assistance Kft., the legal entity acting on behalf of the Insurer, providing the assistance services defined in the terms and conditions.

Insured's travel insurance lead agency: Meira Kft., where the damage settlement of travel insurance policies are adjudicated afterwards.

Contracting Party: Erste Bank Hungary Ltd.

Bank Card Agreement: that special agreement that is entered into by and between the Contracting Party and its client, on the basis of which the Contracting Party issues a bank card to its client.

Bank Card: The MasterCard Standard, MasterCard Standard Devizakártya (MasterCard Standard Currency Card), Visa Classic, Visa Classic Hitelkártya (Visa Classic Credit Card), MasterCard Standard Hitelkártya (MasterCard Standard Credit Card), Visa Business, MasterCard Business, MasterCard Üzleti Devizakártya (MasterCard Business Currency Card), MasterCard Széchenyi kártya (MasterCard Széchenyi Card), MasterCard Gold, or MasterCard Gold Business card, issued by the Contracting Party.

Cardholder: The natural person who possesses the valid bank card/bank card agreement falling under the definition of "bank card".

Insured: Cardholder having passed his/her 14th year of age but not yet having reached his/her 75th year of age. A person who is employed abroad or who is travelling abroad for the purpose of accepting employment or undertaking employment is not considered insured (irrespective of whether such person possesses an employment permit), nor is the person of foreign citizenship who is travelling to the country of his/her citizenship considered insured.

Beneficiary: the person who is entitled to utilise the insurance service(s) as per these terms and conditions at the time of the occurrence of the insurance events. In the event that the insured is alive, the insured himself/herself is entitled to the insurance service. In case of the accidental death of the insured, at the time of entering into the agreement, the Insured may designate in writing a beneficiary. Instead of the beneficiary designated at the time of entering into the agreement, the Insured may at any time designate by way of a written statement addressed to the Insurer another beneficiary. The insured declaration to this effect becomes binding on the date the Insurer becomes aware of it. In the event that such person is not designated, the lawful heir(s) of the Insured become the beneficiary(ies).

Insurance Agreement: the group travel insurance agreement entered into between the Contracting Party and the Insurer.

Illness: an unforeseen impairment of the state of health of the Insured, arising suddenly, or acute disease, which would cause further degradation of health or death without immediate medical care. The insurer's risk liability does not extend to those illnesses that are the consequences of such symptoms, illnesses and accidents that have already pre-existed prior to the commencement of travel that have already been treated by a physician.

Accident: unanticipated circumstances arising as a result of outside forces arising out of the control of the Insured, such causing, directly and independent of any other factors, the bodily harm, degradation of health or death within a year of the Insured. Bodily harm not stemming from illness is not considered an accident. From the perspective of this provision a harm deriving from an occupational hazard is not considered an accident, including the self-mutilation and suicide of the insured, or attempt thereof, even if such is committed in the absence of mens rea on the part of the Insured.

Time and date of the insurance event: in the case of illness the time and date of the diagnosis, in the case of accident the date of the accident.

Term of Insurance: term of the Insurer's risk liability, commencing at the time of the manufacture of the card and terminates at the following times:

- In the case of the expiration of the validity of the bank card, at 24 hours and 00 minutes of the date of expiration,
- In the case of the termination of the bank card agreement, at 24 hours and 00 minutes of the date of termination,
- At 24 hours and 00 minutes of the Insured's 75th birthday,
- At the death of the Insured,
- With the termination of the insurance agreement that has been entered into by and between Erste Bank Hungary Ltd. and the Insurer.

Chapter II. – Term of insurance coverage, insurance premium

1. The Insurance Policy

On the basis of these Insurance Terms and Conditions the Insurer undertakes the obligation to provide insurance coverage to the extent of the insurance amounts as defined in the service table in the event of the insurance events as per these terms and conditions in consideration of the insurance premiums paid by the Contracting Party.

2. The geographic and temporal scopes on the risk of the Insurer

2.1. Geographic Scope

The risk liability of the Insurer extends to every nation on Earth with the exception of Hungary, or if the Insured is the citizen of a foreign nation, with the exception of his/her country(ies) of citizenship. In the context of accident insurance coverage, the risk liability of the Insurer extends to the territory of Hungary as well, as long as the accident occurs after the commencement of travel abroad over the course of the direct trip between the permanent address of the Insured and the border crossing utilised for exit, or in the case of return travel, from the border crossing utilised at the time of entry and the permanent address of the Insured.

2.2. Temporal Scope

The Insurer's risk liability commences from the time that the Insured crosses the Hungarian border and lasts all the way until his/her return (risk liability period). With regard to accident insurance, in the case of a direct foreign trip of the Insured, the risk liability of the Insurer commences upon departing from the permanent Hungarian address of the Insured and lasts until his/her arrival there. The duration of stay abroad by occasion may not exceed thirty consecutive days. At 24 hours and 00 minutes following the commencement of travel, the risk liability of the Insurer is ended even if the Insured fails to return to Hungary by this deadline. The risk liability of the Insurer only extends to those insurance events that had occurred over the course of the insurance period. At the request of the Insurer, the time and date of travel must be positively certified by the Insured.

3. The Insurance Premium

The Insured does not bear a premium-payment obligation.

4. Insurance Services

- 4.1. The Insurer provides the insurance services listed in these terms and conditions.
- 4.2. Multiple insurance policies with identical terms and conditions may not be created for an identical term and for the same insured person. If in spite of this the Insured possesses multiple travel insurance policies as per these terms and conditions, the Insurer provides the services but once.

Chapter III. – Illness and accident insurance coverage, rendering assistance

1. Medical Assistance and Insurance

- 1.1. If the Insured becomes ill or suffers an accident during the risk liability period and consequently requires medical care it is assumed to be an insurance event. In the case of the insurance event, following the telephone call requesting help, the Insurer provides medical services for the Insured, assuming the costs of medical care that has been rendered abroad on the basis of the terms and conditions of this insurance provision, to the extent of the amount defined in the service table, in the following manner.

1.2. **Medical Assistance**

Pursuant to these terms and conditions the Insurer undertakes the obligation to:

- send a physician to the location of the Insured as soon as possible, or by providing the address, direct the Insured to the physician,
- organise, if necessary, additional medical specialist or hospital care,
- organise patient transport in the event of the Insured's inability to walk,
- continuously keep in contact with the Insured's treating physician and medical institution,
- if the condition of the Insured staying at the hospital or requiring continuous ambulatory care, sees to the transport back to Hungary of the patient and his/her placement at a domestic medical facility. The Insurer coordinates the time, date and manner of patient transport with the treating physician.
- Continuously inform a person who has been designated by the Insured and present in Hungary by telephone about the condition of the Insured.

The Insurer shall not compensate damages deriving from the necessary interruption of a trip due to medical reasons.

1.3. **Medical Insurance Services**

The Insurer covers the invoice-certified expenses of utilised medical care to the extent of average medical fees applicable at the location of the medical care utilised, as required and customary, without a choice of physicians, to a maximum amount limit as defined in the service table, assuming that Insured has indicated his/her requirement for the provision of medical care without delay, or – as long as the condition of the Insured, or circumstances made the immediate notification of the Insurer impossible – reported the medical care within 48 hours following the occurrence of the insurance event, and the Insurer has approved the utilisation of the services.

If the Insured failed to notify the Insurer or its authorised representative in accordance with the above, the Insurer shall compensate, post initial payment, invoice certified expenses that have arisen to a maximum extent of HUF 50 000.

The Insurer accepts the expenses of the following list of medical services on the basis of the above:

- Physician examination,
- Specialist physician examination,
- Medical treatment,
- Laboratory analysis, x-ray,
- Hospital treatment until the time and date the patient may be transported home,
- Surgery that cannot be postponed according to Hungarian medical practice,
- Hospital intensive care,
- Patient transport, including the transport of the patient home, as soon as the Insured's medical condition enables it (depending on the state of health of the Insured, following coordination with the treating physician, the necessity, timing and manner of the transport home is determined by the Insurer),
- Emergency obstetric care prior to the 25th week of pregnancy,
- Reimbursement of drug expenses obtained with medical prescriptions and verified by original invoices,
- The rental of prosthetic limbs, crutches, motor vehicles for handicapped persons and other medical equipment and implements, as prescribed by physicians,
- Exclusively emergency dental care, direct pain reduction treatment, temporary root canals, for at most two teeth, to the limit of the amount as defined in the service table, by tooth.

The Insured exempts the physician or medical facility performing the examination or treatment in connection with the insurance event from medical confidentiality versus the Insurer or its authorised representative.

1.4. **Excluded Risks**

The Insurer does not reimburse the following expenses:

- Expenses of care already probable at the time of the commencement of risk liability,
- Expenses of care realised as a consequence of existing medical condition at the time of taking out the insurance policy, excluding the alleviation of a life-threatening condition,
- The determination of a diagnosis, or service unnecessary from the perspective of treatment, the expenses of care received not due to acute illness or accidental injury,
- Expenses in excess of the reasonable and customary fees for care at the location of the care utilised,

- Additional expenses of medical care or hospital care arising as a result of failed transport home that was feasible from a medical point of view but unrealised as a result of the Insured's decision,
- Expenses of medical care (surgery, hospital care) arising as a result of failed transport home that was feasible from a medical point of view but unrealised as a result of the Insured's decision,
- Expenses arising from non-compliance with physicians' instructions,
- Expenses or transport home without the consent of the Insurer,
- Expenses of surgery that can be postponed without exceeding a reasonable level of risk,
- Expenses of single or double bed, or premium level hospital accommodations,
- Expenses of follow-up care and rehabilitation,
- Dialysis expenses,
- Psychiatric care, the expenses of treatment deriving from illnesses of that are of psychiatric nature,
- Physical therapy, acupuncture, treatment by holistic medicine or chiropractor,
- Expense of treatment or care provided by a family member,
- Expense of medical or hospital care that has become necessary due to the influence of alcohol (in excess of 0.8‰ blood alcohol content), or drugs – or to reasons that can be traced back to such substances,
- Expense of screenings and examinations that may be postponed,
- Expense of care required due to sexually transmitted diseases,
- Expenses of care due to acquired immunodeficiency syndrome (AIDS) and associated illnesses,
- Contact lens expenses,
- The expense of medical care, drugs, medications prescribed or applied prior to the risk liability period,
- Expenses of medical care that have arisen as a result of an accident that had occurred over the course of physical work style employment (excepting motor vehicle driving),
- Expenses of definitive dental care, jaw-orthopaedic care, orthodontics, paradontologic care, tartar removal, final root canal treatment, tooth replacement, tooth crown, dental bridge,
- Expense of plastic (cosmetic) procedures,
- Expense of procedures assisting impregnation,
- Expense of weight loss procedures.

1.5. **Method of Damage Settlement**

If the Insured utilised medical assistance following the notification of Insurer or its authorised representative, the medical or treating organisation (person) abroad submits the original invoice directly to the Insured or its authorised representative.

If the Insured paid the consideration of the medical care – following the approval of the Insurer – on-site, following his/her return to Hungary, the Insurer shall reimburse all lawful and approved expenses within 15 working days of the Insurer receiving all prescribed documents needed for damage settlement, in Hungarian Forints.

Damage settlement shall take place at the travel insurance lead agency of the Insurer.

Damage settlement shall take place on the basis of the following documents:

- Comprehensive medical documentation also certifying the urgency of the medical care,
- The original invoices of the foreign medical care; all invoices, prescriptions, hospital certifications that were generated in connection with the damage event,
- The entire foreign medical documentation of the accident,
- Police minutes or other official report or certification about the occurrence of the accident and its circumstances, recorded abroad,
- The type and serial number of the bank card as certified by the Contracting Party,
- The damage report form, standardised by the Insurer and completed by the Insured.

The Insurer makes its decision on reimbursing the expenses of medical care pursuant to the terms and conditions on the basis of the medical documentation that has been made available to it and the opinion of the medical expert it has appointed.

2. **Travel Assistance and Insurance**

2.1. **Patient Visits**

In the event that the Insured is entitled to the medical services and is in a life-threatening condition abroad, or requires hospital

care exceeding 10 days in duration, the Insurer shall organise travel, there and back, for a person with a permanent registered address in Hungary, such person having been designated by the Insured (fuel costs of their own vehicle, 2nd class train ticket, if warranted, economy class airline ticket), and shall assume the expense thereof to the limit defined in the service table, including the provision of hotel accommodations for the travelling person for up to 5 nights, to the limit as defined in the service table. The Insurer does not reimburse the expenses of patient visits that have been made without its prior written consent.

2.2. **Premature/Expedited travel home due to illness or other reason (exclusively for Business and Gold cards)**

In case the Insured's direct relative registered at the permanent Hungarian address of the Insured dies, or is in a life-threatening medical condition, or if the property that serves as the Insured's residence has been broken into, or if the property has been subjected to a natural catastrophe, the Insurer shall organise the expedited return travel and assume its additional expenses up to the amount limit as defined in the service table, if at the time of the Insurer's notification the remaining portion of the risk liability period is still at least 2 days at a minimum.

The expenses of return travel without the prior written consent of Insurer are not reimbursed by it.

2.3. **Stay Extension (exclusively for Gold cards)**

In case the Insured is entitled to medical services and following his/her discharge from the hospital his/her stay abroad must be extended on the basis of physician's recommendation, or if the trip home – for reasons that may not be attributable to the Insured – may be solved only at a later date, the Insurer shall provide hotel accommodations for the Insured for a maximum of 5 nights to the amount limit defined in the service table.

Without a written consent the Insurer shall not reimburse expenses accrued during a stay abroad.

2.4. **Manner of claim settlement**

Verified expenses arising in connection with travel assistance are processed directly by the Insurer, taking in consideration the given amount limits. In the event that the Insured settled the expenses that have arisen in connection with the insurance events and accepted in advance by the Insurer, the Insurer shall reimburse such amounts within 15 working days of receiving the original invoices, in Hungarian Forints.

3. **Return transport of corpse**

In the case of the death of the Insured abroad, the Insurer shall take action with regard to the transport of the corpse to Hungary, assuming the expenses of such transport, including the expense of the coffin that is potentially required for transport, within the amount limits defined in the service table.

In the interest of organising the return transport of the corpse, the relative of the Insured must provide the Insurer with the following documents as soon as possible:

- Birth certificate,
- Marriage certificate, possibly the death certificate of the spouse,
- Admission statement by the cemetery.

The Insurer can only undertake transport home if the following documents had already been issued by foreign authorities and such documents have been made available to the Insurer:

- Official document certifying fact of death,
- Certificate issued by official authority or physician certifying the cause of death,
- In case of accident, official minutes clarifying the circumstances of the accident.

The Insurer does not reimburse the expenses of return travel that was undertaken without the written consent of the Insurer.

4. **Accident Insurance**

4.1. Independent of the medical assistance and medical insurance services, the Insurer pays the accident insurance amount defined in the service table – during the risk liability period – in the case of death or permanent impairment of medical condition that was caused by an accident.

4.2. The Gold Card cardholder Insured is entitled to additional insurance amounts defined in the service table, as long as the Insured dies or suffers permanent impairment of medical condition during his/her travel abroad as a passenger, on mass transportation.

4.3. In case of insurance services performed in the event of accidental death, the Insurer reimburses invoice certified burial expenses, at most to the maximum limit listed in the service table.

4.4. In case of permanent impairment of the Insured's medical

condition deriving of accident, as long as the extent of health impairment reaches 25 percent, the Insurer provides services in proportion of the extent of health impairment.

4.5. A health impairment that led to the lasting bodily injury of the Insured is considered a permanent health impairment that has occurred over the course of the accident. The degree of the remaining permanent health impairment, following the development of the final medical condition, is determined on the basis of the available specialist physician documents and the accident guideline of MABISZ by the physician of the Insurer, if required by way of personal examination.

4.6. The table below is merely informational in nature, due to the countless combinations of injuries.

Table applicable to the degree of permanent impairment of health:

Loss of vision in both eyes, loss of both upper arms, lower arms or hands, the combined loss of one arm, or one hand and thigh, or lower leg (mutilation of upper and lower limb), the loss of both thighs	100%
Loss of both lower legs	90%
Loss of one thigh, loss of one upper arm	80%
Loss of one lower leg, loss of one lower arm, complete loss of ability to speak, the complete loss of hearing ability in both ears	70%
Loss of one hand	65%
Complete loss of one foot	40%
Complete loss of vision in one eye	35%
Complete loss of hearing ability in one ear	25%

All payments made in the case of permanent partial impairment of health deriving from an accident may not exceed the designated insurance amount (100%).

The extent of permanent accidental health impairment must be determined at the latest within two years after the accident, or in the case of the loss of organs and/or limbs listed in the table, immediately. The Insurer does not perform any services prior the unequivocal medical diagnosis of the nature, extent and permanence of the disability. In cases not listed in the table the degree of permanent accidental impairment of medical condition is determined by the Insurer's designated physician. During the evaluation of the claim, the Insurer is entitled to cause Insured to undergo examinations to the extent and as many times as medically justified.

4.7. **Reimbursement of accident related expenses**

In case over the course of his/her stay abroad the Insured accrues a telephone or taxi expense in connection with the accident, the Insurer reimburses justified, invoice certified expenses to the amount limits listed in the service table.

4.8. **Retraining Expenses**

In the case of insurance services performed on the basis of permanent disability, as long as the degree of disability is at least 40% or more, as a consequence of which the Insured is unable to continue his/her original work, the Insurer shall reimburse the Insured the expense of retraining or retraining course potentially required and justified and certified by invoices, to the maximum extent listed in the service table.

4.9. In the case of insurance services performed in the event of permanent disability, if the Insured is forced to utilise a wheelchair, the Insurer reimburses the Insured the invoice certified expense of the first wheelchair, to the maximum amount limit listed in the service tables.

4.10. **The indemnification of the Insurer**

The Insurer is indemnified of the payment of the accident insurance amounts:

- If the death of the Insured was caused by the intentional behaviour of the beneficiary,
- If it is conclusively proven that the accident was unlawfully, intentionally or negligently caused by the Insured,
- If the Insured does not comply with the damage reporting, notification and cooperation obligations mandated in these terms and conditions, or if he/she fails to do so within the applicable deadline, and consequently significant circumstances cannot be investigated,
- In the case of an accident that derives from the intentional seeking of danger on the part of the Insured (not including life-saving), suicide, self-mutilation and attempts thereof (irrespective of the Insured's mental state),
- An accident that was caused over the course of participation or as a result of participation in any kind of violent uprising, rebellion, civil disobedience or civil disturbance,
- An accident suffered by the Insured over the course of his/her participation as the perpetrator or co-perpetrator of a crime,

- Accidents deriving from hazardous sporting activities (including damages arising from competitions and training); automotive and motor sport races – including test races and rally races – rock and mountain climbing, the piloting of aircraft, hang gliding and gliding, parachute jumps, bungee jumping, caving, white-water sports, scuba diving, hunting, other extreme sports, skiing outside designated slopes and snowboarding.

The accident must be considered the result of grossly negligent behaviour if the Insured:

- Was under the influence of alcohol at a level higher than 0.8‰ blood alcohol content or under the influence of drugs or if the accident occurred proximately caused by such influence,
- The accident occurred while the Insured was driving without a license or drunk.

4.11. **Manner of Damage Settlement**

The Insurer shall provide the accident insurance sums contained in these terms and conditions that the Insured is entitled to while still alive to the Insured. The beneficiary, or in the absence of a designated beneficiary, the lawful heir(s) of the Insured are entitled to the accident insurance sums to be provided in the event of the death of the Insured.

The damage settlement shall take place on the basis of the following documents:

- Police minutes or other official report or certification taken at the scene of the accident concerning the occurrence of the accident and injury and its circumstances,
- Minutes of the autopsy in the case of accidental death,
- Death certificate,
- Official document determining the person of the lawful heir (inheritance certificate, estate transfer decree),
- The original invoices of the burial expenses,
- In the case of a health impairment, expert medical opinion certifying the nature and extent of the health impairment,
- The original invoices of expenses that have arisen in connection with the accident,
- The original invoices related with retraining expenses,
- The original invoice of the wheelchair,
- The type and serial number of the bank card as verified by the contracting party,
- The standardised damage report form of the Insurer.

Chapter IV. – Baggage Insurance

1. The baggage insurance coverage extends to the theft or robbery abroad of the travel baggage the Insured takes with him/her from Hungary, including apparel during the term of the period of risk liability, as well as the damage or destruction that arises over the course of travel or deriving from an accident, road accident or natural disaster that included a physician certified injury over the course of travel.
2. Robbery is considered an act where the perpetrator, for the purpose of acquiring or retaining possession of an item, exercises violence or threat against life or body, or if such perpetrator causes the Insured to become unconscious or brings the Insured to a state incapable of defending himself/herself.
3. The occurrence of theft or robbery must be reported to the applicable foreign police or other authority, transportation company or hotel at the latest within 24 hours and minutes recorded thereof.
4. The Insurer reimburses the baggage in a value-reduced amount projected to the time and date of the damage event to the amount limit defined in the service table. In case of baggage stolen from the storage compartment of motor vehicles, the Insurer only reimburses the damage if the baggage was locked within the motor vehicle's storage compartment composed of solid plates and the fact of the break-in can be supported with evidence. In the case of theft from the enclosed storage compartment of the motor vehicle, the damage amount is set as a maximum 50% of the amount defined in the service table.
The performance obligation of the Insurer in the case of cosmetics and personal hygiene items may not exceed HUF 15 000.
5. **Objects excluded from baggage insurance**
The insurance coverage does not extend to the following objects:
 - a) Jewellery, watches, precious metals, art objects, collections,
 - b) Cash or cash payment equivalents (e.g. bank or credit cards, certificates enabling the utilisation of a service, ski passes etc.),
 - c) Deposit booklets, stamps and other commercial paper,
 - d) Passenger tickets, documents (excluding passports or personal IDs accepted at border crossings, driver's license, vehicle registration),

- e) furs,
- f) equipment used to perform work, musical instruments and sport equipment,
- g) video camera, camera, computer, entertainment electronic device (e.g. CD player), mobile telephone, or any other technical item and its components, including accessories, checked in on the occasion of air travel or appropriated from a motor vehicle,
- h) contact lenses, glasses, sunglasses,
- i) the replacement of keys.

6. **Events excluded from baggage insurance**

The insurance coverage does not extend to:

- a) The loss, losing, leaving behind, dropping of baggage, the theft of items left unattended,
- b) Objects appropriated from the passenger compartment of the motor vehicle,
- c) Baggage appropriated from the motor vehicle's locked, secured solid plate design baggage compartment between the hours of 22 and 06,
- d) Travel baggage not immediately transferred to the place of lodging over the course of travel undertaken via motor vehicle,
- e) Theft damage that has occurred during camping, if the camping did not occur in an officially designated area,
- f) Baggage damages that are compensated by the liability insurance or other insurance of the shipper.

7. **Insurer Indemnification**

Insurer is indemnified from paying baggage damages if

- a) The damage was caused by a co-habiting dependent of the Insured in an unlawful, intentional or grossly negligent manner,
- b) The Insured did not comply with his/her damage prevention and mitigation obligations,
- c) The Insured communicates false information in connection with the damage event,
- d) If the Insured does not comply with his/her damage reporting and notification obligations and as a result significant circumstances become impossible to investigate,
- e) If the Insured did not report the damage deriving from the crime to the relevant police authority or other authority or hotel without delay, but at the latest within 24 hours of having detected the damage.

8. **Replacement of travel documents**

The Insurer reimburses the acquisition costs of the stolen, lost or destroyed passport of the Insured over the course of his/her trip abroad, or the cost of the personal ID, driver's license and vehicle registration that was accepted when crossing the border, such expenses verified by invoice, to the amount limits defined in the service tables. This compensatory damage derives from the baggage insurance amount pursuant to Section 4.

9. **Late delivery of baggage abroad (exclusively for Business and Gold cards)**

- 9.1. In the event that over the course of the Insured's trip abroad by airline or water-based transport or its representative (outgoing travel) the Insured had received his/her travel luggage with a delay of more than 6 hours compared with the scheduled time of arrival, the Insurer shall reimburse the costs of acquisition of essentially necessary and justified implements of personal hygiene during this period to the Insured to the amount limit defined in the service table, on the basis of original invoices, if the shipper failed to pay damages.
- 9.2. Assuming that baggage failed to arrive, damages paid for late baggage delivery shall be paid out of the baggage insurance amount. The late delivery of the baggage must be communicated to the Insurer by the Insured simultaneously with the report thereof to the Shipper.
A written certification is necessary about the duration of the delay from the airline or water-based transportation company or their representatives.
- 9.3. The Insurer does not make any reimbursements if:
 - a) The Insured receives his/her baggage late upon his/her return to Hungary,
 - b) The reason for the late delivery of the baggage is the strike or other organised operation held by the employees of the shipper, which was already in progress, or which was already reported prior to the commencement of the travel,
 - c) Reason for late delivery of baggage, monitoring and inspection conducted by customs and/or other official authority.

10. Flight/scheduled transport delay (exclusively for Business and Gold cards)

10.1. In the event that during the risk liability period the Insured travels on such scheduled airline flight which is undergoing a delay in excess of 6 hours, the Insurer pays the Insured the justified and invoice verified expenses that had arisen due to the delay, at most up to the insurance amount limit indicated in the service table. Insured must report claims deriving from late flight/scheduled transport to Insurer at the latest within 48 hours following return travel. Expenses that are considered justified are exclusively the purchase of food and soft drinks, assuming that those had arisen as a result of the following:

- a) late arrival or cancellation of booked and confirmed airline flight of the Insured,
- b) refusal to allow passage onboard for Insured on his/her booked and confirmed airline flight due to overbooking,
- c) late arrival of connecting flight, as a result of which the Insured is late for the next connection,
- d) delay of mass transportation in excess of one (1) hour, as a result of which the Insured is late for the flight.

10.2. The Insurer does not pay damages for the following damage claims:

- a) In the event of utilising a chartered flight,
- b) If a suitable transport alternative was available within 6 hours, or if a connecting flight had arrived,
- c) If the Insured failed to show on time at check-in, or if the late arrival of the Insured was caused by an unexpected strike,
- d) If the reason for the delay is a strike or work stoppage which was already in progress or which was already reported prior to the commencement of travel,
- e) If the reason for the delay is the withdrawal of the airplane from use, ordered by a civilian air regulatory authority, of which they gave notification prior to the commencement of travel.

10.3. Damage Settlement

The Insurer reimburses baggage damage, documentation reacquisition expenses, damages deriving from late delivery of baggage or late arrival of schedule transportation/flights on the basis of documents submitted at its lead travel insurance agency (Meira Kft.), following the arrival back home of the Insured:

- a) Foreign police minutes, made out to specific names, possibly decree (in the case of theft and robbery the baggage damages must be reported without delay to the relevant foreign police department or authority, or depending on the circumstances of the damage event, at the transportation authority or hotel, but at the latest within 24 hours, and request the taking of minutes concerning the circumstances of the event and a decree on the results of potential proceedings. In the minutes damages must be listed item by item, indicating the stolen baggage and apparel, including damage by amount),
- b) Type of valid insurance and bank card certified by the contracting party,
- c) Insured's standardised damage report form, filled out by the Insured,
- d) Name specific invoices issued at the time of acquisition of the stolen luggage and apparel, in the absence of which the Insurer shall take domestic average pricing as the basis of depreciation,
- e) Other documentation necessary for the enforcement of the damage claim and requested by the Insurer,
- f) Original invoices for the replacement of the travel documents,
- g) Original invoices of expenses that have arisen in the case of the late delivery of baggage,
- h) Official certification concerning the late delivery of baggage,
- i) The detailed description of the circumstances of late scheduled transport/flight (location, flight number),
- j) The certification of the flight delay by the airline (certification of delay by mass transportation company about the fact of the delay),
- k) The original invoices of the expenses that have arisen in the case of the delay of scheduled transport/flight.

The Insurer reimburses justified and certified expenses necessary for the settlement of damages within 15 working days following the receipt of all documents necessary for damage settlement and mandated by the Insurer, in Hungarian Forints.

10.4. Based on this insurance agreement, baggage insurance claims may be enforced at a maximum of 3 times a year.

Chapter V. – Legal defence assistance and insurance in connection with a motor vehicle accident

1. Legal defence services

In the event that during the period of risk liability for the Insured in connection with the foreign motor vehicle accident a proceeding

is commenced versus the Insured at the scene of the accident for a crime in violation of a law or as a result of negligence, the Insurer shall reimburse the expenses of such proceeding – to the amount limits defined in the service table – pursuant to the following:

- 1.1. The Insurer covers the invoice certified fee of the attorney providing the legal defence of the Insured, in light of the usual and generally accepted legal fees at the location of the utilisation of the service, including – if the defence so requires – the expense of the expert retained by the attorney, to the amount limit defined in the service table. The insurance does not include the right to select an attorney. The Insurer shall establish a suitable defence by way of its authorised representative.
- 1.2. In the case of Business and Gold cards, the Insurer pays in advance the bail that is set for the Insured to the amount limit defined in the service table. The Insured has the obligation to repay the Insurer the entire amount of the bail at the latest within 90 days of the payment of the bail. In the event that the Insured receives the amount of the bail pursuant to the official action of the authorities of the affected state within less than 90 days, he/she must repay it to Insurer immediately. If Insured is duly served by the authorities of the affected state yet fails to appear, the repayment of the amount of the bail becomes immediately due by the Insurer. In the event that the Insured does not reimburse the amount of the bail within the above designated deadline, the Insurer enforces its claim by legal means.

2. Risks excluded from the legal defence insurance

- a) If the Insured caused damages with a motor vehicle driven without the consent of the owner or drove without a license,
- b) If the Insured caused damages while driving a motor vehicle under the influence of alcohol or any kind of drug or consciousness altering substance,
- c) If a proceeding is pending against the Insured as a suspect of an intentional crime, for abandonment or for failure to render assistance,
- d) If the Insured's legal defence insurance, procured previously, or his/her liability insurance provide coverage for the damage event.

The Insurer does not assume the sum of the fine that was levied upon the Insured or of criminal and other judicial and investigative expenses.

3. Insurer's Indemnification

- a) The Insurer is indemnified of its payment obligation,
- b) If it proves that the Insured is breaching its obligation to mitigate damages in an unlawful, intentional or grossly negligent manner,
- c) If the Insured does not fulfil its damage reporting and notification obligations and consequently significant circumstances become impossible to investigate.

4. Manner of Utilising the Service

The Insured must inform the representative of the Insurer of its need for legal defence services immediately, but at the latest within 48 hours of the occurrence of the accident or crime of negligence. To utilise the legal defence services, the advance written consent of the Insurer is required. In the event that an attorney that was not designated by the Insurer acts over the course of the proceeding, or if the Insurer does not consent to the participation of the attorney, the Insurer shall not cover the expenses.

5. Manner of Damage Settlement

The expenses that have arisen in connection with legal defence services are paid directly by the Insurer or its representative, taking into account the amount limits provided. In the event that the Insurer paid certified expenses on site in connection with the legal defence services, the Insurer's travel insurance lead agency shall reimburse the expense thereof in Hungarian Forint currency within 15 days of receiving the original invoices, within the applicable amount limits.

Chapter VI. – Personal Liability Insurance

1. In the event that a third party suffers accidental bodily injury during the risk liability period due to the Insured causing a negligent accident, or if such third party dies and in connection with this matter such damage claim is filed versus the Insured that has legal basis pursuant to Hungarian law and the Insured can be obligated to pay compensatory damages, the Insurer shall assume the reimbursement obligations that have arisen for invoice

verified medical and burial expenses at most to the extent of the insurance amount indicated in the service table, excepting the case where the caused claim was paid by another insurance policy. The other elements of the damage claim submitted versus the Insured are not reimbursed by the Insurer.

- 1.1. The following emergency medical procedures that derive from an accident pursuant to these terms and conditions are assumed medical and burial expenses: surgical, x-ray, dental, patient transport, hospital, nursing, prosthetic care, as well as the reasonable and justified expenses of burial services, not exceeding the usual amounts locally customary. The service provision obligation of the Insurer extends exclusively to the reimbursement of the above expenses. A condition for providing service by the Insurer is the declaration of the Insured – within an official proceeding – concerning his/her liability, as well as a binding court decree determining the damage liability of the Insured. The settlement agreement of the Insured and the damage claimant and the statement of the Insured acknowledging liability versus the Insurer is exclusively valid in such case where the Insurer approved it in advance; while the binding court decree is effective versus the Insurer if the Insured had secured its representation within the proceeding.
- 1.2. The Insurer does not pay damages in connection with those damage claims that derive directly or indirectly from the following:
 - a) Any damage to items (the damage, loss or destruction of valuables),
 - b) Non-monetary damages,
 - c) Damages that are in excess of Insured liability by law,
 - d) Is based on obligation agreed to by contract or in his/her unilateral statement,
 - e) Damages that were caused by the Insured's commission of a crime,
 - f) Damages that were caused by such activity of the Insured that are dependent on official permit and the Insured undertook this activity without such permit,
 - g) Any event purposefully brought about by the Insured, or damage caused in connection with hazardous activity to human environment,
 - h) Damage brought about in connection with the professional or business activities of the Insured,
 - i) Damage arising from liability in connection with owned, possessed, rented or rented-out real property, waterborne vehicle or aircraft,
 - j) Damage arising from liability in connection with the possession, maintenance, use, loading and unloading of motor vehicles and other motor equipped land based transportation, waterborne vehicles or aircraft,
 - k) Damage arising from liability from the transmission of contagious diseases by the Insured,
 - l) Damage arising from liability deriving from sexual harassment, physical attack or duress,
 - m) Damage arising from liability deriving from the use, sale, manufacture, conveyance, transport or possession of such substances that were defined by a relevant authority as narcotics,
 - n) Such damage claims that are enforced against the Insured by a family member or a travel companion, or the travel companion's family member,
 - o) Damages caused to a close relative or a person in an employment relationship with the Insured,
 - p) Damages arising from injury caused by firearms,
 - q) Damages arising from liability deriving from the possession of an animal.
- 1.3. Conditions to perform the service required:

The Insured has the obligation to report the insurance event to the Insurer immediately upon learning of it, but at the latest within 48 hours; the report must contain the following data:

 - a) The name and exact address of the person who was damaged,
 - b) The extent, location, time and date of the damage,
 - c) The description of the insurance event and the minutes taken at the scene of the accident,
 - d) Complete and detailed medical documentation concerning the physical injury of the injured person,
 - e) Statement containing the acknowledgement or rejection of liability by the Insured,
 - f) In case an official proceeding had commenced, the number of the official proceeding, the ruling that was made, and the name and address of the relevant authority,
 - g) All information and documentation available in relation to the insurance event,
 - h) The Insurer's standardised form document.

- 1.4. The Insured has to make available to the Insurer the information that is required to provide its services, to assist the Insurer in determining the amount of damage caused, in compensating the damage, and in defending against the enforcement of damage claims without a legal basis.
- 1.5. In the event that Insured fails to carry out his/her obligations above and as a result significant circumstances (e.g. the occurrence of the insurance event, its timing and cause, the extent of damage caused and circumstances influencing the service of the Insurer) become impossible to investigate, the Insurer does not accrue a performance obligation.
- 1.6. In the event that Insured performs its damage reporting obligation late, due to its own misfeasance, the Insurer does not reimburse for late interest.
- 1.7. The Insurer may demand the reimbursement of the paid sum of the damages from the Insured if it consequently is proven that the damage was caused in an unlawful, intentional, or grossly negligent manner by the Insured.

Chapter VII. – The obligations of the Parties, general exemptions and exclusions

1. The obligations of the Insured

Insured has the obligation to

- Inform the Insurer concerning all facts and data in connection with its damage event within an appropriate period of time, and cooperate with the Insurer in all matters,
- Permit all such inspections by the Insurer that relate to the degree of damage and damages,
- Exert its best efforts in the interest of preventing and avoiding the insurance event and the prevention and mitigation of the damage. The Insurer does not pay compensation for that portion of the damage which derives from the lack of Insured's fulfilment of his/her damage mitigation obligation.

2. Excluded Risks

The Insurer is not obligated to perform any services if the insurance event was brought about by the following circumstances:

- Liability damages caused by Insured to third parties, excluding liability damage defined in Chapter VI. of these terms and conditions,
- Directly or indirectly – as defined by law, considered ionising – radiation, events brought about via nuclear energy,
- Events that have occurred in direct or indirect relation to war, civil war events, combat events, terrorist attack, rebellion or rioting,
- Liability damages deriving from the medical malpractice of the service provider retained by the Insurer,
- Accidents deriving from sporting activities of a hazardous nature (including damages arising over the course of participation in competitions and training): automotive and motor sport competitions – including test tours and rally races – rock and mountain climbing, the piloting of aircraft, hang gliding and gliding, parachuting, bungee jumping, white-water sports, scuba diving, hunting, other extreme sports, skiing outside of a designated slope, and snowboarding.
- The Insurer does not reimburse non-monetary damages arising in connection with the insurance events.

Chapter VIII. – Miscellaneous Provisions

1. Lapsing

Claims deriving from these terms and conditions shall lapse after two years calculated from the occurrence of the damage event.

2. Data protection, personal data, and the protection of confidential insurance information

- 2.1. The Insured is requested to issue a separate statement in the interest of gaining an exemption from doctor-patient privilege versus the claim processing authorities of the Insurer.
- 2.2. The Insurer is entitled to manage data it becomes aware of, including special data, pursuant to the provisions of Law LXIII of 1992 concerning the protection of personal data and the publication of data of public interest, in harmony with the contents of Law LX of 2003 (Insurance Law). Data may be forwarded only in the manner defined in the provisions of the Insurance Law, or on the basis of the client's consent. The purpose of data management may only be to enter, amend, maintain in the database, evaluate claims deriving from the insurance agreement, carry out the service, or another objective defined by the Insurance Law. The client may request notification about the management of his/her personal data, and may request the correction or deletion of his/her data.

2.3. With regard to confidential insurance information it gains possession of, the Insurer is bound by a confidentiality obligation. The Insurer's confidentiality obligations are governed by the procedures of §153-161 of Law LX of 2003. All such data the Insurer has available is considered confidential insurance information that is not considered a state secret that relates to the personal circumstances, financial situation, management or agreements entered into with the Insurer of the Insured. The Insurer has to retain the data it has become aware of and treat them as confidential insurance information in accordance with the Insurance Law. The Insured is entitled to manage confidential insurance information of its clients that are related to the insurance agreement, entering into such agreement, its registration and the service itself. In the matter of confidential insurance information, without a temporal limitation – unless mandated otherwise by law – a confidentiality obligation is borne by the owners, managers, employees of the Insurer– and all those who acquired such information over the course of their activities conducted with the Insurer, in any way.

No confidentiality obligation exists with regard to:

- a) The relevant supervisory authority,
- b) The investigative authority and prosecutorial authority acting in the framework of a pending criminal proceeding,
- c) a court acting in a criminal, civil, bankruptcy or liquidation case or the independent court appointed trustee in an enforcement matter,
- d) a notary public acting in an estate matter,
- e) a tax case, if at the request of the tax authority the Insured bears a statement issuance obligation as defined in the Insurance Law in a defined area, or if he/she bears a data provision obligation deriving from the payment of a tax liability in the insurance agreement, as mandated by law:
- f) the national security authority acting within its allotted jurisdiction,
- g) the Insurer, the intermediary of the insurance, the consultant, the representative of the independent insurance intermediary or consultant in Hungary, their representative organisations, or the Competitions Authority acting in its jurisdiction in connection with consultant activities,
- h) child custody authority acting within its jurisdiction,
- i) the health authority contained in § 108 (2) of Law CLIV of 1997 on health,
- j) Assuming the conditions defined in separate laws exist for the employment of intelligence gathering methods, with the agency authorised to collect confidential information,
- k) With the re-insurer, and in the case of shared risk liability (joint insurance) the riskliable insurers,
- l) In the matter of data conveyed over the course of lawfully regulated communications of data, the bureau managing the registry of the policy,
- m) In the matter of the policy inventory to be handed over in the framework of policy inventory assignment, with the receiving Insurer,
- n) In the matter of required data for claims settlement and the enforcement of a compensation claim, and in addition in connection with the transfer of such information by and between the organisation managing the Indemnification Invoice, the National office, the writer of the letter, the Information Centre, the Indemnification Organisation, the claims settlement representative and its claims representative, as well as the party that has caused the damage, in the event that the Insurer wishes access to the repair information of the other accident affected vehicle from the damage settlement minutes of the traffic accident, exercising its right of self determination,
- o) In the matter of data required for the performance of outsourced activities, with the personnel performing the outsourced activity,
- p) In the matter of a branch facility – if the requirements of data processing under Hungarian law are met with regard to each data item, and each country that acts as the seat of the third party insurer possesses a data protection law that is in compliance with the requirements of Hungarian law – with the third country insurer, insurance intermediary or consultant,
- q) The data protection commissioner acting within his/her jurisdiction,
- r) With regard to classifying data and bonus-malus designation concerning claims history, in cases governed under § 109/A (2), versus the Insurer.

2.4. The Insurer must provide notification to the investigative authority and the civil national security service if data had arisen in connection with the insurance transaction dealing with:

- a) drug trafficking,
- b) terrorism,
- c) illegal weapon trafficking,
- d) the crime of money laundering.

3. **Applicable Law, Dispute Resolution**

Depending on the value limit, to adjudicate legal disputes arising from the insurance agreement entered into on the basis of these terms and conditions, either the Pest Central District Court or the Metropolitan Court has jurisdiction. The language of legal proceedings is Hungarian. The terms and conditions of the insurance policy and the legal relationship between the Insurer and Insured are governed by the provisions of Hungarian law, primarily the Civil Code, Law LX of 2003 concerning insurers and insurance activities (Insurance Law) and applicable valid Hungarian laws and regulations.

4. **Organisations entitled to process complaints**

Name and information of Insurer:

UNION Vienna Insurance Group Biztosító Zrt.

Seat: 1082 Budapest, Baross u. 1.

Telephone: (36-1) 486-4200

Company registration number: 01-10-041566

Supervisory authority: Hungarian Financial Supervisory Authority, 1535 Budapest 114., Pf. 777.

The Executive Management of the Insurer is entitled to process complaints. Complaint processing does not replace a legal procedure.

5. **Claims reporting procedure**

5.1. ***Damage event arising abroad, requiring medical care or related to legal defence***

Within 48 hours following the occurrence of the insurance event, the Insured calls the representative of the Insured, the 24 hour line of Europ Assistance Magyarország Kft. (00-36) 1 458 4465, in the Hungarian language, and states his/her name, date of birth, mother's maiden name, address, and then describes the nature of his/her problem. Insurer's representative provides assistance in connection with the insurance events that have occurred abroad, including:

- Organising medical care in the case of illness or accident (sending a doctor, keeping in contact with the hospital or treating physician, insured and his/her relatives),
- Organises patient transport, the return transport of the patient or of the corpse,
- Organises the assistance services related to the medical care (patient care, the extension of stay, premature/expedited return travel),
- Organises services related to legal defence (appointing an attorney).

Consideration for the services it had organised is paid directly to the service provider by the Insurer to the amount limits listed in the service table.

If the Insured did not notify the above representative of the Insurer, the Insurer shall reimburse the invoice certified expenses that have arisen to a maximum limit of HUF 50 000.

5.2. ***Damage events that require damage settlement after the damage event that have arisen abroad***

Claims settlement after the occurrence of the damage event takes place at the Insurer's travel insurance lead agency, Meira Kft., at the following address: 1137 Budapest, Szent István krt. 22. Telephone/fax: (36-1) 238-0760.

The Insurer, following the return to Hungary of the Insured, shall reimburse all justified expenses that have arisen in connection with the following listed insurance events within 15 working days of receiving all documents mandated by the Insured above that are required for claims settlement, in Hungarian Forint currency:

- Invoiced paid abroad in connection with medical care and/or legal defence in accordance with the contents of these terms and conditions,
- Services related to accident insurance,
- Damage claims related to baggage insurance, late delivery of baggage and delayed scheduled transport/flight,
- Personal liability damage claims.

UNION Vienna Insurance Group Biztosító Zrt.

Services	Insurance Amounts in HUF (maximum)		
	I. Standard cards	II. Business cards	III. Gold cards
	MasterCard Standard, MasterCard Standard Devizakártya, (MasterCard Standard Currency Card), Visa Classic, Visa Classic Hitelkártya (Visa Classic Credit Card), MasterCard Standard Hitelkártya (MasterCard Standard Credit Card)	Visa Business, MasterCard Business, MasterCard Üzleti Devizakártya, (MasterCard Business Currency Card), Mastercard Széchenyi kártya (Mastercard Széchenyi Card)	MasterCard Gold, MasterCard Gold Business
Medical Insurance			
*in the event of illness or accident	3 000 000	7 000 000	9 000 000
*emergency dental care	100 000	100 000	100 000
Limit by tooth	50 000	50 000	50 000
*return transport of corpse	Unlimited	Unlimited	Unlimited
*expense reimbursement of coffin	500 000	500 000	500 000
Travel assistance and insurance			
*patient transport, return transport	Unlimited	Unlimited	Unlimited
*setting up of patient visit			
– travel expenses	100 000	200 000	200 000
– hotel accommodations for a maximum of 5 days	15 000/night	20 000/night	20 000/night
*setting up premature/expedited return travel			
– Excess costs of travel	----	100 000	150 000
*Extension of stay abroad			
– travel expenses	----	----	100 000
– hotel accommodations for a maximum of 5 days	----	----	20 000/night
Accident Insurance			
*in case of accidental death	3 000 000	4 000 000	4 000 000
*accidental death deriving from an accident occurring on public transportation	----	----	2 000 000
*burial costs	500 000	500 000	500 000
*In the event of suffering a permanent accidental disability, the proportionate amount of the insurance amount as determined by the degree of medical impairment	3 000 000	4 000 000	4 000 000
*accidental disability deriving from an accident suffered on public transportation	----	----	2 000 000
*Accident related expenses (telephone, taxi)	20 000	20 000	20 000
*retraining expenses in the event of complete disability	500 000	500 000	500 000
*wheelchair expenses	500 000	500 000	500 000
Baggage Insurance	50 000	150 000	150 000
*Limit by item	50 000	80 000	80 000
*replacement of travel documents	20 000	20 000	20 000
Late delivery of baggage abroad (in the event of delays in excess of 6 hours)	----	50 000	50 000
Late scheduled transportation (e.g. flight) (in the event of delays in excess of 6 hours)	----	20 000	20 000
Legal defence assistance and insurance in connection with motor vehicle accident			
*attorney costs	500 000	1 000 000	2 000 000
*bail advance	----	1 000 000	2 000 000
Personal liability insurance	500 000	1 000 000	2 000 000

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