



**Colonnade Insurance S.A. Branch Office in Hungary**

**TRUCK Driver's Travel Insurance**

**Terms and conditions**

**002-2017**

**Valid from: 6th of November, 2017**

## General Policy Definitions applicable to all Sections

Certain words in this policy have a specific meaning. They have this specific meaning wherever they appear in the policy, schedule, payment tables or endorsements and are shown in *italic print*.

### **Accident**

A sudden and unexpected event caused by visible and external means.

### **Any One Accident Limit**

The maximum amount the *Insurer* will pay in the aggregate under this and any other personal accident insurance issued by the *Insurer* in the *Policyholder's* name in respect of all *Insured Persons* suffering *Accidental Bodily Injury* in the same *Accident* or series of *Accidents* contributed to, caused by, or consequent upon the same original event.

### **Annual Salary**

The total gross basic annual salary excluding payments for overtime, commission or bonus payable by the *Policyholder* to the *Insured Person* at the date *Bodily Injury* is sustained. For weekly paid *Insured Persons* *Annual Salary* will be calculated by taking the average gross basic weekly salary of the *Insured Person* for the thirteen weeks prior to sustaining *Bodily Injury* and multiplying this amount by fifty-two.

### **Associated Company**

A company or organisation of the *Policyholder* whose name has been advised to and accepted by the *Insurer*.

### **Motor Vehicle Travel**

While an *Insured Person* is getting in and out of, travelling in, loading or unloading, carrying out emergency road-side repairs to and re-fuelling a motor vehicle owned, hired by or leased to the *Policyholder*, or any vehicle temporarily replacing it

### **Beneficiary**

In case of death of the *Insured Person*, the *Beneficiary* is, unless otherwise confirmed in writing by the *Insured Person*, a legal heir according to the laws of Hungary. For all other benefits, the *Beneficiary* is the *Insured Person*.

### **Bodily Injury**

Injury to the body caused by an *Accident* which occurs during the *Period of Insurance* and not by any gradual cause. It does not include:

- Sickness, unless this results from injury to the body;
- post-traumatic stress disorder; or
- a psychological or psychiatric illness or condition except incurable insanity where such condition is a direct consequence of an *Accident*.

### **Business Trip**

Any trip undertaken primarily for the purpose of the *Policyholder's* business which commences during the *Period of Insurance* and is scheduled to last for a maximum duration of 180 days unless agreed otherwise in writing by the *Insurer*. Non-business activities are covered during the duration of a *Business Trip*.

### **Child**

Any child of the *Insured Person* who is unmarried and under 19 years of age or 25 years of age if in full-time education.

### **Daily Wage**

For monthly paid *Employees* this will be calculated by dividing the *Insured Persons Annual Salary* by three hundred and sixty five.

### **Daily Net Wage**

For monthly paid *Employees* this will be calculated by dividing the *Insured Persons Annual Salary* by three hundred and sixty five and by deducting the amount of personal income tax and other contributions to be paid by the *Insured* under the relevant law.

### **Daily Gross Wage**

For monthly paid *Employees* this will be calculated by dividing the *Insured Persons Annual Salary* by three hundred and sixty five.

### **Deductible**

An amount shown on the *Schedule* as a percentage or a fixed amount, which will be deducted from each claim payment for a specific benefit.

### **Employee**

Any person employed by the *Policyholder*.

**Insured Person**

Any person shown in the Schedule as being an Insured Person. Cover applies until the end of the Period of Insurance or the date upon which the Insured Person ceases being an Employee of the Policyholder, whichever occurs first unless otherwise agreed in writing by the Insurer.

**Insurer**

Insurer means Colonnade Insurance S.A. Branch Office in Hungary (H-1143 Budapest, Stefánia út 51.; Company registration number: Registry Court 01-17-000514; Phone number: +36 1 460 1400; Mailing address: 1442 Budapest, Pf. 101.) Founder of Colonnade Insurance S.A. Branch Office in Hungary: Colonnade Insurance S.A. (20, Rue Eugène Ruppert, L-2453 Luxembourg), registered by Registre de Commerce et des Sociétés, Luxembourg, register number : B 61605, licence issued by Grand-Duche de Luxembourg, Minister des Finances, Commissariat aux Assurances (L-1840 Luxembourg, Bureaux: 7, Boulevard Joseph II.) licence number: S 068/15.

**Insurance Act**

Act LXXXVIII on Insurers and Insurance Activity of 2014 and any amendments

**Medical Practitioner**

Any suitably qualified and registered Medical Practitioner other than:

- an Insured Person,
- a member of the immediate family of an Insured Person,
- an Employee.

**Operative Time**

The period of time during the *Period of Insurance* during which the *Policyholder* or an *Insured Person* is covered by this policy (as outlined in the *Schedule* and described later in this policy wording).

**Partner**

Is a person under age 80 who permanently living in the same household with the *Insured Person*. but not legally related to.

**Period of Insurance**

The period shown in the Schedule.

**Permanent Country of Residence**

A country in which an Insured Person resides or has resided for a period of 6 months or longer in the previous 12 months.

**Policyholder**

The insured company or organisation shown in the Schedule.

**Schedule**

The document showing details of the cover the Policyholder has bought.

**Scheduled Flight**

A flight which originates or ends at an internationally recognised airport according to the published schedule of an airline.

**Carrier**

Any licensed operator of a land, sea or air vehicle for the transportation of fare paying passengers.

**Scheduled Flight Accumulation Limit**

The maximum amount the Insurer will pay in the aggregate under this and any other personal accident insurance issued by the Insurer in the Policyholder's name in respect of all Insured Persons suffering Bodily Injury in the same Scheduled Flight Accident or series of Scheduled Flight Accidents contributed to, caused by, or consequent upon the same original event.

**Sickness**

Any fortuitous bodily illness or sickness, diagnosed during the Period of Insurance, but excluding any illness or sickness which arises out of a condition or defect for which medical treatment was advised, sought out, or should have reasonably been sought out, or received within 12 months before the date coverage began.

**Sum Insured**

The maximum amount of cover up to which the Policyholder or an Insured Person can claim.

***Terrorism***

An act, including threats of or actual force or violence by, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or Government, committed for political, religious, ideological or ethical purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear.

***Assistance Service***

Colonnade's Emergency Assistance Service with Emergency Helpline: [+36 1 460 1500] (24 Hour)

***Usual and reasonable costs***

Fees and charges where they are incurred, but not to include charges that would not have been paid if no insurance existed and excluding charges for medical treatment that is not medically necessary either within the Period of Insurance or during the Trip (whichever ends first).

***Trip***

Any trip which commences during the Period of Insurance and is scheduled to last for a maximum duration of 180 days unless otherwise agreed in writing by the Insurer.

***War***

Any activity arising out of, or attempt to participate in, the use of military force between nations, civil war, revolution and invasion, insurrection, use of military power or usurpation of government or military power, intentional use of military force to intercept, prevent, or mitigate any known or suspected act of Terrorism.

## General Policy Conditions

### **Assignment**

This policy will not be assigned unless otherwise agreed by the Insurer in writing.

### **Associated companies**

If relevant, and subject to the Insurer's prior written consent, this policy will cover Associated Companies as long as a list of these companies has been provided to and accepted by the Insurer. If the business activities of the Policyholder changes from those advised to the Insurer, the Policyholder must tell the Insurer immediately.

### **Change in Risk**

The Policyholder must tell the Insurer immediately of any significant changes its business activities during the Period of Insurance, including any acquisition, establishment or disposal of companies or operations. The policy will cover such changes only with the prior written consent of the Insurer.

### **Start of risk assumption**

The Insurer starts assume liability within the Period of Insurance, when the Insurance Premium is paid by the Policyholder, unless otherwise agreed in writing by the Policyholder and the Insurer.

### **Cancellation of Cover**

The policy under these conditions is for an indefinite term. Within this, one period means one calendar year starting the effective date as shown in the Schedule as agreed by the by the Policyholder and Insurer.

The Insurer and the Policyholder can cancel this Policy under the *Period of Insurance* by giving written notice 30 days before the end of the *Period of Insurance*.

In case of cancellation the premium for the period up to the date when the cancellation takes effect will be calculated and any unearned portion of the premium paid will be returned. If the Policyholder cancels this policy the premium paid will be returned subject to a minimum retention by the Insurer of 100 000 HUF or one third of the annual premium, whichever the greater, provided no claim has been paid or is payable and no incident has occurred which could give rise to a claim under this policy.

An Insured Person cannot cancel this policy.

If the Insurer or the Policyholder does not make a written declaration 30 days before the anniversary stating the opposite, the *period of insurance* will be automatically renewed with the last known number of the insured persons and sums insured and as such a new *Period of Insurance* commences.

### **Data Protection**

The Policyholder

- 1) confirms that the Policyholder provides all personal data of Insured Persons needed for the purpose of administering the cover under this policy (as defined by the Insurance Act) with the consent of the Insured Persons to whom the personal data refers;
- 2) acknowledges that the Insurer will process such personal data only for the purpose of administering the insurance provided under this policy and claims made under this policy for as long as any claim may be asserted against the Insurer.

### **Failure to comply with policy conditions**

Where the Policyholder or an Insured Person does not comply with any obligation to act in a certain way specified in this policy, payment of the Policyholder or an Insured Person's recovery under any claim may be affected.

### **Fraud**

Any fraud, deliberate dishonesty, or hiding information connected with a claim, will make this policy invalid. If the Insured Person hides any information connected with a claim, the Insurer may invalidate the claim.

### **Information provision**

Within 14 days after the end of *Period of Insurance* (or earlier if requested by the Insurer) the Policyholder shall furnish the Insurer with

the total number of insured vehicles number plates or the total number of insured persons specified in the *Schedule*.

**Law and Jurisdiction**

This policy is a contract of insurance between the *Policyholder* and the *Insurer*. It will be governed by the laws of Hungary and will be subject to the exclusive jurisdiction of Hungarian Courts.

**Notices**

Any notice served by the *Policyholder* or an *Insured Person* under this policy must be sent to the following address unless otherwise agreed in writing by the *Insurer*:

The Accident and Health Manager

**Colonnade Insurance S.A. Branch office in Hungary**

1139 Budapest, Váci út 99.

Hungary

Any notice served by the *Insurer* shall be sent to the *Policyholder's* address as stated in the *Schedule*

**Other Insurances**

If at the time of a claim there is another insurance policy in the *Policyholder's* name which covers the *Policyholder* or the *Insured Person* for the same expense or loss, the *Insurer* will only pay a proportion of the claim, determined in proportion to the cover provided by each of the policies, except for Accidental death and Permanent disability, which are payable in full.

**Other Interests**

No person other than the *Policyholder*, *Insured Person* or *Beneficiary* is entitled to make a claim under this policy.

**Premium**

The *Policyholder* is liable to pay the *Premium* stated in the *Schedule* by the *Premium Due Date* as stated in the *Schedule*, unless otherwise agreed in writing by the *Policyholder* and the *Insurer*. Should the *Policyholder* fail to settle the insurance *Premium* on or before the due date, the *Insurer* shall be entitled to request payment in writing, by granting a 30-day grace period and also warning the *Policyholder* to the consequences of non-payment. The insurance contract shall terminate retroactively with effect of the original due date if the grace period expires without the *Policyholder* settling the insurance *Premium*, unless the *Insurer* takes legal action as to the enforcement of its claim before court without delay. In such case the *Policyholder* shall be entitled to request the *Insurer* to reactivate the insurance coverage within one hundred and twenty days from the date of termination of the insurance contract. The *Insurer* may reactivate the insurance coverage under the terms and conditions of the terminated contract on condition that the formerly due insurance premium is paid. Should the *Policyholder* fail to pay the due insurance *Premium* (premium installment) and the *Insurer* fail to send its request of payment as stated above, the contract shall terminate at the end of the insurance period.

**Premium adjustment**

The Premium adjustment is calculated on the basis of the difference between the estimated number of travel days (upon which Premium Section B shown on the *Schedule* was calculated) and the actual number of travel days (as provided by the *Policyholder*) multiplied by the premium for 1 travel day by occupational categories shown on the *Schedule*.

The *Insurer* shall waive the Premium adjustment if it is less than 50.000 HUF and less than 10% of the Premium Section B shown on the *Schedule*. If not, the Premium adjustment shall be due and payable to the *Insurer* or *Policyholder* within 30 days after the end of *Period of Insurance*.

Premium under this Policy (Premium shown on the *Schedule* plus Premium adjustment) shall not be less than 50.000 HUF or one third of the total Premium shown on the *Schedule*, whichever the greater, irrespective of any change in the number of travel days.

**Reasonable Care**

The *Policyholder* and each *Insured Person* must take all reasonable steps to avoid and/or minimise any loss or damage and must also make every reasonable effort to recover any property covered by this policy which has been lost or stolen.

### **Sanctions Exclusion**

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations.

### **Incorrect Information**

In the event that important facts or information disclosed are shown to be incorrect, the *Insurer* may be exempted from its obligations under this policy.

## **General Claims Provisions**

### **1) Claims Evidence**

The *Policyholder, Insured Person or Beneficiary* must provide at its or his or her own expense any documents or evidence (including post-mortem examinations) to the *Insurer* in support of a claim.

The *Insurer* may request the documents listed in point 4.

### **2) Claims Notification**

The *Policyholder, Insured Person or Beneficiary* must tell the *Insurer* as soon as possible of any potential claim and in any case within 30 days from the date of the event giving rise to a claim, but notice of death must be given immediately.

### **3) Medical examination**

The *Insurer* may request an *Insured Person* to undergo medical examinations in connection with any claim at the *Insurer's* expense.

### **In case of a claim the following documents shall be provided to the Insurer**

#### **General documents:**

- Completed and duly signed claim request form (policy number, address, data needed for the transfer of payments)
- Employer's certificate if the employee is covered by a company group insurance;
- Medical documentation (ambulant sheet containing the diagnose of the disease/sickness, final report of the hospital, treatment sheet, histological findings, contact details of the doctor, medical case history, medical documentation of the PCP about any disease/sickness or accident preceding the travel, certification issued by the doctor about the expected recovery date, sick allowance documents, medical documentation stating the extent of the disability, decision of National Medical Expert Institute, medical expert opinion),
- Invoices (invoices about the hospitalization; invoices about the medicaments and the transportation of the patients that are required for the assessment of the insurance benefits, payment certificate, invoice about the issuance of the official documents; invoice about the reparation of baggage, invoice of accommodation, flight booking, taxi, phone, or fuel or any other invoice which proves the claim)
- Policy report (if available), or other official report/report of any other authority (if available);
- Documents certifying the travel (booking, visa, boarding pass, baggage ticket, copy of the passport stamp, In case of travelling with car, declaration about the exact date of departure)
- Copy of the bank statement, any other certificate of the money exchange;
- Description of the accident, or event including the names of possible eyewitnesses;
- Medical case history, medical documentation of the PCP about any disease/sickness or accident preceding the travel;

**Documents requested in relation to the coverages beside the General documents:**

**In case of accidental death:**

- Death certificate, autopsy report, medical certificate proving the reason of the death;
- Certificate of inheritance, Grant of probate; decision or record of an official procedure (if any);

**Permanent Disability (total or partial) due to an accident:**

- Medical documentation stating the extent of the disability, decision of National Medical Expert Institute, medical expert opinion;
- Invoices about retraining expenses, certification of the retraining institution on the training and the participation;

**Recovery cash:**

- Sick allowance documents,
- Certification issued by the doctor about the expected recovery date,

**Accidental death in a plane crash:**

- Certification of the airline company that the Insured was on the passenger list and travelled on the plane;
- Certification of the Ministry of Foreign Affairs about the plane crash;

**Personal belongings, baggage, baggage delay:**

- Detailed description about the lost or damage of the baggage;
- 'Passenger Irregularity Report', certification or statement of the airline/transportation company about the damage, lost or injury,
- Certification of the airline/transportation company about the indemnification paid to the passenger,
- Detailed list of the lost and damaged items, containing the purchase price and the date of purchase, Invoices certifying the purchase (if available)
- In case of any damage: invoice about the reparation, or statement that damaged item cannot be repaired,
- check in receipt, baggage ticket, certification of costs and expenses of the reasonable required shopping abroad, certification of receipt of the baggage containing the date, time and name of the passenger

**Home transportation of corps and relics:**

- Birth certificate, marriage certificate, death certificate, medical certificate proving the reasons of the death, autopsy report;

**Legal costs:**

- Certification of the power of attorney; certification of the arrest and its circumstances;

**Bail bond:** Certification of the amount of the bail;

**Personal liability insurance:** Power of Attorney;

**Liability insurance:**

- Power of Attorney; description of the extent of the damage in case of material damage;
- expert opinion of the loss adjustor; opinion of the service center that the damaged good/thing cannot be repaired;



## General Policy Exclusions

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The Insurer will not pay any claim which is directly or indirectly caused by or contributed to or arising from:

1. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
2. The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
3. The dispersal, application or the release of pathogenic or poisonous biological or chemical materials;
4. War (whether declared or not) unless agreed by the Insurer in writing;
5. Terrorism unless agreed by the Insurer in writing;
6. Intentional self-injury, suicide or attempted suicide, criminal act or attempts to commit a criminal act;
7. Flying except whilst travelling as a commercial passenger on a Scheduled Flight or charter flight;
8. An Accident proved to have occurred due to the influence of alcohol and/or any drug or drugs not prescribed by a medical practitioner and/or where any prescribed drugs have been taken contrary to manufacturer's instructions;
9. AIDS/HIV, or any sexually transmitted disease;
10. Active participation in any hazardous sport including parachuting, hang gliding, para-sailing, off-piste skiing, scuba diving, potholing and bungee jumping unless otherwise agreed by Insurer in writing Service, training or duty with any military, police, militia or paramilitary organisation, unless otherwise agreed by Insurer in writing
11. Any Bodily Injury or Sickness that existed prior to the Period of Insurance.
12. for Bodily Injury sustained whilst or as a result of participating in any professional sport activities.

## Exclusions applicable to Section A, B

1. The Insurer will not pay any Benefit where Bodily Injury or death, Disability, or the incurring of Medical Expenses is the result of or is contributed to by:
  - a) Sickness (not resulting from Bodily Injury), or
  - b) any naturally occurring condition or degenerative process, or
  - c) Any gradually operating cause
2. The Insurer will pay the following benefits only to an Insured Person when she/he reaches 80 years of age: Accidental death, Disability, Hospital Cash due to accident. The benefit will be reduced to 20% of the Sum Insured shown on the Schedule or 10.000.000.-HUF whichever is less.

"Age" as used above refers to the age of the Insured Person on the Insured Person's most recent birthday, regardless of the actual time of birth.

## Exemption of the Insurer

- it is proven, that the accident was caused by the Insured Person's s illegal, intended, or gross negligent behaviour,

An accident will be caused as a consequence of gross negligent behaviour of the Insured Person, if the accident happened:

- in connection with the influence of alcohol of the Insured Person's (higher than 0.8‰ alcohol in the blood),
- during driving by the Insured Person without driving licence, or driving under the influence of alcohol.
- In connection with the influence of drug of the Insured Person

## Disputes, Complaints, Claims Period and Data Protection

The Insurer will make every effort to ensure that the Policyholder or an Insured Person receives a good standard of service. If the Policyholder or an Insured Person is not satisfied with the Insurer's service he or she should contact the following organization personally, by phone or written:

**- The General Manager of Colonnade Insurance S.A. Branch Office in Hungary**

(1139 Budapest, Váci út 99., Tel: +36 1 460 1400, Fax: +36 1 460 14-99. ) email: [info@colonnade.hu](mailto:info@colonnade.hu)

**- Hungarian National Bank**

(1013 Budapest, Krisztina krt. 39.)

**- Financial Arbitration Board**

(1013 Budapest, Krisztina krt. 39.)

The Insurers' customer complaints policy is attached as Annex 1 to the present Terms and Conditions.

The Insurer will do its best to resolve any difficulty direct with the Policyholder or an Insured Person, but if the Insurer is unable to do this to the Policyholder or an Insured Person's satisfaction, he or she may be entitled to refer any dispute to the Court.

### The language of client declaration and communication

The contact and information between the Insurer and Insured Person occurs in Hungarian.

### Claims Period

The period within which a claim under this policy may be made is two years. This period begins when the claim arising out of the policy occurs.

## Information on professional secrecy and personal data management

Insurance secret shall mean all data - other than classified information - in the possession of insurance companies, reinsurance companies and insurance intermediaries that pertain to the personal circumstances and financial situations (or business affairs) of their clients (including claimants), and the contracts of clients with insurance companies and reinsurance companies.

Insurance and reinsurance companies are entitled to process the insurance secrets of clients only to the extent that they relate to the relevant insurance contract, with its creation and registration, and to the service. Processing of such data shall take place only to the extent necessary for the conclusion, amendment and maintenance of the insurance contract and for the evaluation of claims arising from the contract or for any other purpose specified in the Insurance Act.

Insurance and reinsurance companies shall obtain the data subject's prior consent for processing data for purposes other than what is contained in Subsection (1) Section 135 of Act LXXXVIII of 2014 (Insurance Act). The client shall not suffer any disadvantage if the consent is not granted, nor shall be given any advantage if it is granted.

Unless otherwise provided for by law, the owners, directors and employees of insurance and reinsurance companies, and all other persons having access to insurance secrets in any way during their activities in insurance-related matters shall be subject to the obligation of professional secrecy without any time limitation.

According to the Act on the Processing and Protection of Personal Data in the Field of Medicine (hereinafter referred to as "PDFM"), insurance companies shall be authorized to process any data pertaining to the medical condition of clients only for those 3 reasons set out in Subsection (1) of Section 135 of the Insurance Act, in accordance with the provisions of PDFM and only in possession of the express written consent of the data subject.

Insurance secrets may only be disclosed to third parties:

- a) under the express prior written consent of the insurance or reinsurance company's client to whom they pertain, and this consent shall precisely specify the insurance secrets that may be disclosed;
- b) if there is no obligation of professional secrecy under the Insurance Act.

The requirement of confidentiality concerning insurance secrets shall not apply to:

- a) the Authority in exercising its designated functions;
- b) the investigating authority and the public prosecutor's office after ordering the investigation;
- c) the court of law in connection with criminal cases, civil actions and non-contentious proceedings, and the judicial review of administrative decisions, including the experts appointed by the court, and the independent court bailiff in connection with a case of judicial enforcement, the principal creditor in debt consolidation procedures of natural persons, the Családi Csődvédelmi Szolgálat (Family Bankruptcy Protection Service), the family administrator, the court;
- d) notaries public, including the experts they have appointed, in connection with probate cases;
- e) the tax authority in the cases referred to in Subsection (2);
- f) the national security service when acting in an official capacity,
- g) the Gazdasági Versenyhivatal (Hungarian Competition Authority) acting in an official capacity;
- h) guardians acting in an official capacity,
- i) the government body in charge of the healthcare system in the case defined in Subsection (2) of Section 108 of Act CLIV of 1997 on Health Care;
- j) bodies authorized to use secret service means and to conduct covert investigations if the conditions prescribed in specific other act are provided for;
- k) the reinsurer and in case of co-insurance, the insurers underwriting the risk,
- l) with respect to data transmitted as governed by law, the bureau of insurance policy records maintaining the central policy records, the claims registry body operating the central claims history register, furthermore, the national transport authority and the Central

Office for Administrative and Electronic Public Services in respect of any official affairs related to road traffic management tasks concerning motor vehicles not covered by the register [while upon receipt of a written request from a body or person referred to in Paragraphs a)-j), n) and s) of Subsection (1) of Section 138 of the Insurance Act indicating the name of the client or the description of the insurance contract, the type of data requested and the purpose of and the grounds for requesting data, with the exception that the bodies or persons referred to in Paragraphs p)-s) are required to indicate only the type of data requested and the purpose and grounds for requesting it. An indication of the statutory provision granting authorization for requesting data shall be treated as verification of the purpose and legal grounds.

- m) the receiving insurance company with respect to insurance contracts conveyed under a portfolio transfer arrangement, as provided for by the relevant agreement;
- n) with respect to the information required for settlement and for the enforcement of compensation claims, and also for the conveyance of these among one another, the body operating the Compensation Fund and/or the Claims Guarantee Fund, the National Bureau, the correspondent, the Information Centre, the Claims Organization, claims representatives and claims adjustment representatives, or the responsible party if wishing to access - in exercising the right of self-determination - the particulars of the other vehicle that was involved in the accident from the accident report for the purpose of settlement;
- o) the outsourcing service provider with respect to data supplied under outsourcing contracts; the tax auditor in respect to data supplied under tax audit agreements [while, upon receipt of a written request from a body or person referred to in Paragraphs a)-j), n) and s) of Subsection (1) of Section 138 of the Insurance Act indicating the name of the client or the description of the insurance contract, the type of data requested and the purpose of and the grounds for requesting data, with the exception that the bodies or persons referred to in Paragraphs p)-s) are required to indicate only the type of data requested and the purpose and grounds for requesting it. An indication of the statutory provision granting authorization for requesting data shall be treated as verification of the purpose and legal grounds.]
- p) third-country insurance companies and insurance intermediaries in respect of their branches, if they are able to satisfy the requirements prescribed by Hungarian law in connection with the management of each datum and the country in which the third-country insurance company is established has regulations on data protection that conform to the requirements prescribed by Hungarian law;
- q) the commissioner of fundamental rights when acting in an official capacity;
- r) the Nemzeti Adatvédelmi és Információszabadság Hatóság (the National Authority for data Protection and Freedom of Information) when acting in an official capacity.
- s) the insurance company in respect of the bonus-malus system and the bonus-malus rating, and the claims record and the bonus-malus rating in the cases specified in the decree on the detailed rules for the verification of casualties, upon receipt of a written request from a body or person referred to in Paragraphs a)-j), n) and s) of Section 138 of the Insurance Act indicating the name of the client or the description of the insurance contract, the type of data requested and the purpose of and the grounds for requesting data, with the exception that the bodies or persons referred to in Paragraphs p)-s) are required to indicate only the type of data requested and the purpose and grounds for requesting it. An indication of the statutory provision granting authorization for requesting data shall be treated as verification of the purpose and legal grounds.

Pursuant to Paragraph e) of Subsection (1) of Section 138 of the Insurance Act, there shall be no confidentiality obligation concerning insurance secrets in connection with tax matters where the insurance company is required by law to disclose specific information to the tax authority upon request and/or to disclose data concerning any payment made under an insurance contract that is subject to tax liability.

The requirement of confidentiality concerning insurance secrets shall not apply to financial institutions stipulated by the Act on Credit Institutions and Financial Enterprises with regard to an insurance contract related to any receivable arising out of financial service, provided that the financial institution submits its request in writing to the insurance company which contains the name of the client or the insurance contract, all types of data requested, the purpose of the information request and its title.

The disclosure made by the insurance company to the tax authority in compliance with the obligation prescribed in Sections 43/B-43/C of Act XXXVII of 2013 on International Administrative Cooperation in Matters of Taxation and Other Compulsory Payments (hereinafter referred to as "IACA") in accordance with Act XIX of 2014 on the Promulgation of the Agreement between the Government of Hungary and the Government of the United States of America to Improve International Tax Compliance and to Implement FATCA, and on the

Amendment of Certain Related Acts (hereinafter referred to as "FATCA Act") shall not be construed as violation of insurance secrets.

Insurance and reinsurance companies shall be authorized to disclose the personal data of clients in the cases and to the agencies indicated in Subsections (1) and (6) of Section 138 and in Sections 137, 138 and 140 of the Insurance Act.

The obligation of insurance secrecy shall apply to the employees of the agencies specified in Subsection (1) of Section 138 of the Insurance Act beyond the purview of any legal process.

Insurance and reinsurance companies shall be required to supply information forthwith where so requested in writing by the national security service, the public prosecutor or the investigating authorities under the prosecutor's consent if there is any suspicion that an insurance transaction is associated with:

- a) misuse of narcotic drugs, illegal possession of new psychoactive substances, acts of terrorism, criminal misuse of explosives or blasting agents, criminal misuse of firearms and ammunition, money laundering, or any felony offense committed in criminal conspiracy or within the framework of a criminal organization under Act IV of 1978 in force until 30 June 2013,
- b) unlawful drug trafficking, possession of narcotic drugs, inciting substance abuse, aiding in the manufacture or production of narcotic drugs, illegal possession of new psychoactive substances, acts of terrorism, failure to report a terrorist act, terrorist financing, criminal misuse of explosives or blasting agents, criminal misuse of firearms and ammunition, money laundering, or any felony offense committed in criminal conspiracy or within the framework of a criminal organization under the Criminal Code.

The obligation of confidentiality concerning insurance secrets shall not apply where an insurance or reinsurance company complies with the obligation of notification prescribed in the Act on the Implementation of Restrictive Measures Imposed by the European Union Relating to Liquid Assets and Other Financial Interests.

The disclosure of the group examination report to the dominating member of the financial group during the supervisory oversight proceedings in the case of group supervision shall not constitute a breach of confidentiality concerning insurance secrets and trade secrets.

The obligation to keep insurance secrets shall not apply when:

- a) a Hungarian law enforcement agency makes a written request for information - that is considered insurance secret - in order to fulfil the written requests made by a foreign law enforcement agency pursuant to an international agreement;
- b) the national financial intelligence unit makes a written request for information - that is considered insurance secret - acting within its powers conferred under the Act on the Prevention and Combating of Money Laundering and Terrorist Financing or in order to fulfil the written requests made by a foreign financial intelligence unit.

It shall not constitute a violation of insurance secrecy where an insurance or reinsurance company supplies information to a third-country insurance or reinsurance company or a third-country data processing agency:

- a) if the client to whom such information pertains (hereinafter referred to as "data subject") has given his prior written consent, or
- b) if - in the absence of the data subject's consent - the data is disclosed within the scope, for the purposes and on the legal grounds specified by law, and the level of protection available in the third-country satisfies either of the requirements prescribed in Subsection (2) of Section 8 of Act CXII of 2011 on the Right of Informational Self-Determination and on Freedom of Information (hereinafter referred to as "Info Act").

The provisions governing data disclosure within the domestic territory shall be observed when sending data that is treated as an insurance secret to another Member State.

The following shall not be construed a breach of insurance secrecy:

- a) the disclosure of data compilations from which the clients' personal or business data cannot be identified;
- b) in respect of branches, transfer of data for the purpose of supervisory activities to the supervisory authority of the country where the registered address (main office) of the foreign-registered company is located, if such transfer is in compliance with the agreement between the Hungarian and the foreign supervisory authorities;
- c) disclosure of information, other than personal data, to the minister for legislative purposes and in connection with the completion of impact assessments;
- d) the disclosure of data in order to comply with the provisions contained in the Act on the Supplementary Supervision of Financial Conglomerates.

(2) Insurance and reinsurance companies may not refuse to disclose the data specified in Subsection (1) of Section 141 of the Insurance Act on the grounds of protection of insurance secrets.

The personal data indicated in the data transfer records and the data covered by Section 136 of the Insurance Act, or the data treated as special data under the Info Act shall be deleted, respectively, after five years and twenty years following the date of disclosure.

The insurance or reinsurance company shall not be authorized to notify the data subject when data is disclosed pursuant to Paragraphs b), f) and j) of Subsection (1) of Section 138 or Subsection (6) of Section 138 of the Insurance Act.

Insurance and reinsurance companies shall be entitled to process personal data during the life of the insurance or reinsurance contract or other contractual relation, and as long as any claim can be asserted in connection with the insurance, reinsurance or contractual relation.

Insurance and reinsurance companies shall be entitled to process personal data relating to any uncompleted insurance or reinsurance contract as long as any claim can be asserted in connection with the failure of the contract.

Insurance and reinsurance companies shall be required to delete all personal data relating to their current or former clients or to any frustrated contract in connection with which the data in question is no longer required, or the data subject has not given consent, or if it is lacking the legal grounds for processing such data.

(3) Within the meaning of the Insurance Act, the processing of data related to deceased persons shall be governed by the statutory provision on the processing of personal data. The rights of a deceased person in terms of data processing may be exercised by the heir or by the person named as the beneficiary in the insurance contract.

#### **Trade secrets of insurance companies and reinsurance companies**

Insurance and reinsurance companies and their owners, any proposed acquirer of a share in an insurance or reinsurance company, as well as the senior executives, non-management officers and employees, agents of insurance or reinsurance companies shall keep any trade secrets made known to them in connection with the operation of the insurance or reinsurance company confidential without any time limitation.

The obligation of confidentiality prescribed in Section 144 of the Insurance Act shall not apply to the following in exercising their designated functions:

- a) the Authority;
- b) the national security service;
- c) the Állami Számvevőszék (State Audit Office);
- d) the Gazdasági Versenyhivatal (Hungarian Competition Authority);
- e) the internal oversight agency tasked by the Government, which controls the legality and propriety of the use of central budget funds;
- f) property administrators;
- g) the Információs Központ (Information Center);
- h) the agricultural damage survey body, the agricultural damage compensation body, the agricultural administration body, and the institution delegated to conduct economic assessments under the supervision of the ministry directed by the minister in charge of the agricultural sector in respect of insured persons claiming any aid for the payment of agricultural insurance premiums.

The disclosure made by an insurance company to the tax authority in compliance with the obligation prescribed in Sections 43/B-43/C of the IACA in accordance with the FATCA Act shall not be construed as violation of trade secrets.

(3) The disclosure of information by the Authority to the European Insurance and Occupational Pensions Authority (hereinafter referred to as "EIOPA") as provided for in Regulation (EU) No. 1094/2010 of the European Parliament and of the Council of 24 November 2010 establishing a European Supervisory Authority (European Insurance and Occupational Pensions Authority), amending Decision No. 716/2009/EC and repealing Commission Decision 2009/79/EC (hereinafter referred to as "Regulation 1094/2010/EU") shall not be construed as violation of trade secrets.

The obligation of confidentiality prescribed in Section 144 of the Insurance Act shall not apply to:

- a) the investigating authority and the public prosecutor's office after ordering the investigation;
- b) the court of law in connection with criminal cases, civil actions and non-contentious proceedings, and the judicial review of administrative decisions, including the experts appointed by the court, and the independent court bailiff in connection with a case of judicial enforcement, and to the court in local government debt consolidation procedures.

(5) The disclosure of information by the Authority to the minister in charge of the money, capital and insurance markets on insurance and reinsurance companies, enabling individual identification, for legislative purposes and in connection with the completion of impact assessments shall not be construed a breach of trade secrecy.

(6) The disclosure of information by the Information Centre in an official capacity shall not be construed a breach of trade secrecy.

The person acquiring any trade secrets shall keep them confidential without any time limitation.

By virtue of the obligation of secrecy, no facts, information, know-how or data within the sphere of trade secrets may be disclosed to third parties beyond the scope defined in the Insurance Act without the consent of the insurance or reinsurance company, or the client concerned, or used beyond the scope of official responsibilities.

The person acquiring any trade secrets may not use such for his own benefit or for the benefit of a third person, whether directly or indirectly, or to cause any disadvantage to the insurance or reinsurance company affected, or its clients.

In the event of dissolution of an insurance or reinsurance company without succession, the business documents managed by the insurance or reinsurance company and the documents containing trade secrets may be used for archival research conducted after sixty years of their origin.

Any information that is declared by the Info Act to be information of public interest or public information, and as such is rendered subject to disclosure may not be withheld on the grounds of being treated as a trade secret or insurance secret.

Other matters relating to insurance secrets and trade secrets shall be governed by the relevant provisions of the Hungarian Civil Code.

#### **Data management relating to data exchange between Insurance Companies**

In discharging the obligations delegated by law, or fulfilling their contractual commitments, in order to provide services in compliance with the relevant legislation or as contracted, and to prevent insurance fraud, the Insurance Company shall - in order to protect the interest of risk groups of insureds - have the right to make a request to another insurance company from 1 January, 2015 with respect to data processed by this insurance company and referred to in Subsections (3)-(5) of Section 149 of the Insurance Act in accordance with Subsection (1) of Section 135 thereof, taking into account the unique characteristics of insurance products affected. The request shall contain the information necessary for the identification of the person, property or right defined therein, it shall specify the type of data requested and the purpose of the request. Making a request and complying with one shall not be construed a breach of insurance secrecy.

In this context the Insurance Company may request the following data from other insurance companies:

Data listed in Paragraphs a) to e) of Subsection 3 of Section 149 of the Insurance Act relating to the conclusion and performance of the insurance contracts pertaining to the insurance class stipulated in points 1 and 2 of Section A of Annex 1 of the Insurance Act;

Data listed in Paragraphs a) to e) of Subsection 4 of Section 149 of the Insurance Act relating to the conclusion and performance of the insurance contracts pertaining to the insurance class stipulated in points 5, 6, 7, 8, 9, 16, 17 and 18 of Section A of Annex 1 of the Insurance Act; and

Data listed in Paragraphs a) to c) of Subsection 5 of Section 149 of the Insurance Act relating to the conclusion and performance of the insurance contracts in case of the prior consent of the claimant pertaining to the insurance class stipulated in points 11, 12, and 13 of Section A of Annex 1 of the Insurance Act.

The requested insurance company shall make available to the requesting Insurance Company the data requested in due compliance with the law, inside the time limit specified in the request, or failing this, within fifteen (15) days from the date of receipt of the request.

The requesting Insurance Company shall be allowed to process data obtained through the request for a period of ninety (90) days from the date of receipt. If the data obtained by the requesting Insurance Company through the request is necessary for the enforcement of

that Insurance Company's lawful interest, the time limit specified above for data processing shall be extended until the enforceable conclusion of the procedure opened for the enforcement of such claim.

If the data obtained by the requesting Insurance Company through the request for the enforcement of the insurance company's lawful interest, and the procedure for the enforcement of such claim is not opened inside a period of one (1) year after the data is received, such data may be processed for a period of one (1) year from the date of receipt. The requesting Insurance Company shall inform the client affected by the request concerning this request and also if the request is satisfied, on the data to which it pertains, at least once during the period of insurance cover.

If the client asks for information regarding his data in accordance with the Info Act and the requesting insurance company no longer has the data to which the request pertains having regard to Subsections 8-10 of Section 149 of the Insurance Act, the client shall be informed thereof.

The requesting Insurance Company shall not be allowed to connect the data obtained through the request relating to an interest insured, with data it has obtained or processed, for purposes other than the above. The requested insurance company shall be responsible for the correctness and relevance of the data indicated in the request."

### **Information on personal data management**

For the purposes of this Chapter and in the light of the provisions on data protection, the Policyholder, Insured, Beneficiary and any other person who are entitled lawfully to the insurance service of the Insurance Company shall be considered its client (hereinafter referred to as: "Client").

The Insurance Company shall be liable for data management and retention, including any data to be provided in the future in connection with the insurance contract.

Personal Data shall mean data relating to a specific (identified or directly or indirectly identifiable by virtue of personal data) Client who is a natural person, as well as conclusions drawn from such data in regard to that relevant Client.

Insurance secret shall mean all data in the possession of the Insurance Company that pertain to the personal circumstances and financial situations or business affairs of the Clients, and the contracts of Clients with the Insurance Companies.

The Insurance Company processes the personal data of Clients only to the extent that they relate to the relevant insurance contract, with its creation and registration, and to the service. The data are provided on a voluntary basis. Pursuant to Act LXXXVIII of 2014 on the Insurance Business, taking into account the purpose of data management, the Insurance Company shall be entitled to manage the Personal Data of its Clients qualifying as Insurance Secret without the explicit consent thereof. The Insurance Company shall be authorized to process any data pertaining to the medical condition of Clients (hereinafter referred to as "Medical Data") in accordance with the Act on the Processing and Protection of Personal Data in the Field of Medicine and solely in possession of the explicit written consent of the relevant Client. Also, any data pertaining to the medical condition of Clients may only relate to the relevant insurance contract, with its creation and registration, and to the provision of insurance service.

The Insurance Company shall be entitled to process personal data during the life of the insurance contract, and as long as any claim can be asserted by or against it in connection with the insurance.

Unless otherwise provided for by law, the Insurance Company shall be entitled to disclose to Third Parties any data obtained during its conduct of business which qualify as Insurance Secret on the condition that the Client's or its legal representative's written consent precisely specifies the scope of insurance secrets that may be disclosed. Third party shall mean any natural or legal person, or unincorporated business association other than the Client, the data controller or the data processor. As the founder of the Insurance Company, Colonnade Insurance S.A shall not qualify as a Third Party, therefore it shall be entitled to manage any Personal Data and Insurance Secrets of the Clients without their separate written consent.

Any data transfer to the Member States of the European Union and any State which is party to the Agreement on the European Economic Area shall be considered as if the transfer took place within the territory of Hungary. Personal Data of the Clients (including Personal Data qualifying as special data) may be transferred from the country, irrespective of the medium used and the method of transmission, to a data controller managing or data processor processing such data in a Third Country only in case of the explicit consent of the Client and if it is permitted by law, or if any and all criteria of data management set by law are met, and an adequate level of personal data protection provided for by law is ensured during the management and processing of the transferred data in that Third



Country. Third country shall mean any State that is not a member State of the European Union and which do not qualify as an EEA State.

Upon request of the Client, the Insurance Company shall provide information on any and all Personal Data managed or transferred under the conditions laid down by law. Client may request the Insurance Company to correct and, except for any statutory data management by reasons of public interest, block or delete such data. The Insurance Company shall be required to correct any Personal Data managed according to the request of the Client.

The Insurance Company shall be required to delete all Personal Data relating to their current or former Clients or to any frustrated contract in connection with which the data in question is no longer required, or the Client has not given consent, or if it is lacking the legal grounds for processing such data.

## Operative Times

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### Travel

#### **OT1 - Business Trip Outside Hungary**

While an *Insured Person* is on a *Business Trip* outside Hungary cover starting from the time of leaving place of residence or place of work in Hungary whichever occurs last, until return to place of residence or place of work in Hungary whichever occurs first.

## Section A - Personal Accident

### Section A1 – Accidental Death

If an *Insured Person* sustains a *Bodily Injury* which within two years solely and independently of any other cause results in death, the *Insurer* will pay the *Policyholder* or *Beneficiary* the benefit shown on the *Schedule* subject to the conditions below.

The total benefit payable under this Section A1 will be paid in excess of any benefit actually paid under Section A2 - Disability, if the *Accidental* death arises from the same *Bodily Injury*.

If an *Insured Person* sustains *Burns* which solely and independently of any other cause, results in death, the *Insurer* will pay the *Policyholder* or the *Beneficiary* twice benefit shown on the *Schedule*.

The benefit payable for Accidental death will be increased by 2% per *Child* up to a maximum of 10% of the benefit.

### Disappearance Benefit

If an *Insured Person* disappears and after 365 days it is reasonable to believe that death resulted from *Bodily Injury*, the accidental death benefit - shown on the *Schedule* - will be paid provided that the *Policyholder* signs an agreement that if it later transpires that an *Insured Person* has not died, any amount paid will be refunded to the *Insurer*.

### Section A2 - Disability

If an *Insured Person* sustains a *Bodily Injury* which solely and independently of any other cause results in *Disability*, *Loss of Limb* or *Loss of Sense*, the *Insurer* will pay the *Insured Person* or *Beneficiary* the benefit shown on the *Schedule* subject to the conditions set out below.

Should the *Insured Person* is confined to wheelchair the *Insurer* will pay the cost of the reasonable house or vehicle modification expenses up to 500.000 HUF. This benefit will be in addition to any amount paid Disability.

### Definitions Applicable to Section A2:

#### **Loss of Limb**

In the case of a leg:

- a) loss by permanent physical severance at or above the ankle or
- b) permanent and total loss of use of a complete foot or leg.

In the case of an arm:

- a) loss by permanent physical severance of the four fingers at or above the meta carpo phalangeal joints (where the fingers join the palm of the hand) or
- b) permanent and total loss of use of a complete arm or hand.

#### **Loss of Sense:**

#### **Loss of Eye**

Permanent and total loss of sight:

- a) in both eyes if the *Insured Person* is officially confirmed to be blind.
- b) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

#### **Loss of Speech**

Total and permanent loss of speech.

### **Loss of Hearing**

Total and permanent loss of hearing.

### **Disability:**

#### **Permanent Total Disability**

Disability which totally prevents an *Insured Person* from working in their usual occupation for the *Policyholder* which in all probability will continue for the remainder of their natural life.

#### **Permanent Partial Disability**

A permanent disability benefit payable as a percentage of the *Sum Insured* under Item 4b, shown on the *Schedule*, depending on the degree of permanent disability. The benefits payable for specific disabilities are shown in the table below:

Permanent severance or permanent total loss of use (including ankylosis) of:

a)	one thumb	30%
b)	forefinger	20%
c)	any finger other than forefinger	10%
d)	big toe	15%
e)	any toe other than big toe	5%
f)	shoulder or elbow	25%
g)	wrist, hip, knee or ankle	20%
h)	lower jaw by surgical operation	30%

Considerable loss of osseous substance of (definite and incurable condition):

i)	skull in all its thickness, surface of:	
	- at least 6 sq. cm	40%
	- 3 to 6 sq. cm	20%
	- less than 3 sq. cm	10%
j)	shoulder	40%
k)	two bones of the forearm	30%
l)	thigh or both bones of the leg	50%
m)	knee-cap	20%
n)	Shortening of lower limb by	
	- at least 5 cm	30%
	- 3 to 5 cm	20%
	- 1 to 3 cm	10%
o)	Total incurable insanity	100%
p)	Permanent disability which is not provided for under items 2, 3a, 3b, 3c(i) & (ii), 4a of the <i>Schedule</i> or any of the benefits above, up to a maximum of 100% of Item 4b of the <i>Schedule</i> .	

Any *Permanent Partial Disablement* payable under item (p) will be assessed by considering the severity of the disablement in conjunction with the stated percentages for the specific types of disablement mentioned above. The *Insured Person's* occupation will not be a relevant factor.

When more than one form of disablement results from one *Accident* the percentages from each are added together but the *Insurer* will not pay more than 100% of the *Sum Insured* under Item 4b.

If a claim is payable for loss of or loss of use of a whole part of the body a claim for any component of that part cannot also be made.

The amount payable for ankylosis of the fingers (other than thumb and forefinger) and of the toes (other than the big toe) shall be 50 % of the compensation which would be due for the loss of those limbs.

**Conditions applicable to Section A:**

1. Death or Disability resulting from exposure to severe weather conditions will be considered to have been caused by *Bodily Injury*.
2. If an *Insured Person* is not an *Employee* then Permanent Total Disability is defined as disability totally prevents an *Insured Person* from working in gainful employment of any and every kind which in all probability will continue for the remainder of their natural life". No benefit will be payable under Temporary total or partial disability.
3. The total amount payable under this Section to cover more than one *Bodily Injury* resulting from one *Accident*, shall be calculated by addition of amounts covering each *Bodily Injury*, but the *Insurer* will not pay more than the Total Sum Insured under this Section unless accidental reimbursement, retraining expenses funeral expenses or wheelchair expenses benefit is paid.
4. When more than one form of disablement results from one *Accident* the percentages from each are added together but the *Insurer* will not pay more than 100% of the *Sum Insured* shown in the *Schedule*.
5. If a claim is payable for loss of or loss of use of a whole part of the body a claim for loss of any component of that part cannot also be made.
6. If a claim exceeds the *Scheduled Flight Accumulation Limit* or the *Any One Accident Limit* shown on the *Schedule*, the *Insurer* will pay an amount which is proportionately reduced until the total does not exceed the limit shown on the *Schedule*.
7. Payment for *Temporary Total Disability* will cease on payment of *Permanent Total Disability* or the Benefit period as shown on the *Schedule*, whichever occurs first.
8. If the *Insured Person* reaches 80 years of age: In case of Disability the benefit will be reduced to 20% of the *Sum Insured* shown on the *Schedule* or 10.000.000.-HUF whichever is less.

## Section B - Travel

### Section B1.1 - Medical and Emergency Travel Expenses

If an *Insured Person* sustains *Bodily Injury* or *Sickness* during the *Operative Time* and *Period of Insurance* the *Insurer* will pay the *Policyholder* or the *Insured Person* for *Medical Expenses* and *Emergency Travel Expenses* reasonably and necessarily incurred as a direct result, for up to 2 years from the date of *Bodily Injury* or first diagnosis of *Sickness*, up to the *Sum Insured* in the *Schedule* in excess of any *Deductible*.

#### Definitions applicable to Section B1.1

##### Medical Expenses

The *Usual and reasonable costs* incurred outside Hungary, or an *Insured Person's Permanent Country of Residence*, for medical, surgical or other remedial attention or treatment given or prescribed by a *Medical Practitioner* and all hospital, nursing home and ambulance charges.

Dental expenses are covered up to the *Sum Insured* stated on the *Schedule* if they are the result of a *Bodily Injury* or unexpected and sudden pain that requires immediate treatment. The *Insurer* shall not pay any benefit for permanent crowns or artificial teeth.

##### Emergency Travel Expenses

The additional expenses of economy class transport and accommodation expenses incurred by an *Insured Person* and up to two persons, who need to travel to, remain with, or escort an *Insured Person* including, at the discretion of the *Insurer*, a family member or business colleague.

#### Condition applicable to Section B1.1

The *Policyholder* or *Insured Person* must contact *Assistance Service* as soon as possible if injury or illness results in the need for in-patient hospital treatment.

#### Extensions applicable to Section B1.1

1. In the event of a valid claim under this section the *Insurer* will pay the costs of hospital in-patient medical charges necessarily incurred within the 1 month immediately following the date of return to Hungary or an *Insured Person's Permanent Country of Residence*, up to a maximum of 1.000.000 HUF if the expenses would not be recovered by anyone.

#### Exclusions applicable to Section B1.1

The *Insurer* will not pay any claim:

1. where an *Insured Person* is travelling against the advice of a *Medical Practitioner*,
2. where the purpose of the *Trip* is to receive medical treatment or advice,
3. within one month of the expected date of birth if an *Insured Person* is pregnant and *Bodily Injury* or *Sickness* has resulted from the pregnancy.

### Section B1.2 - Rescue Expenses

If an *Insured Person* sustains *Bodily Injury* or *Sickness* during the *Operative Time* and *Period of Insurance*, the *Insurer* will reimburse the *Policyholder* or an *Insured Person* for *Rescue Expenses* reasonably and necessarily incurred as a direct result, up to the *Sum Insured* in the *Schedule*.

#### Definition applicable to Section B1.2

##### Rescue Expenses

- The cost of transportation by any suitable means to an appropriate medical facility or to an *Insured Person's* home in Hungary or

*Permanent Country of Residence* as recommended by the *Insurer's* appointed medical advisor in conjunction with the local attending *Medical Practitioner*.

- In the event of death the costs of transportation of the body or ashes and the *Insured Person's* personal effects back to Hungary or *Permanent Country of Residence*.
- The costs of funeral expenses outside Hungary or an *Insured Person's Permanent Country of Residence* up to a maximum of 2.000.000,-HUF.

#### **Condition Applicable To Section B1.2**

The *Policyholder* or *Insured Person* must contact *Assistance Service* as soon as possible if *Bodily Injury* or *Sickness* results in the need for in-patient hospital treatment or the possible need for emergency rescue. If rescue is not carried out by *Assistance Service*, the costs of such rescue must be approved by *Assistance Service* otherwise the costs may not be reimbursed unless it could not be reasonably expected in the circumstances to contact *Assistance Service* and seek approval.

If the *Insurer's* appointed medical advisor and the local attending *Medical Practitioner* allow the *Insured Person's* transportation to his or her home in Hungary or *Permanent Country of Residence*, but the *Insured Person* refuses it, the *Insurer* will not be liable for any medical expenses incurred after the date the transportation could have taken place.

#### **Exclusions Applicable To Section B1.2**

1. The *Insurer* will not pay any claim:
2. where an *Insured Person* is travelling against the advice of a *Medical Practitioner*;
3. where the purpose of the *Trip* is to receive medical treatment or advice;
4. within one month of the expected date of birth if an *Insured Person* is pregnant and *Bodily Injury* or *Sickness* has resulted from the pregnancy;
5. in excess of 400.000 HUF as a result of an *Insured Person* giving birth.
6. as a result of the use of non-prescribed drugs by an *Insured Person*

#### **Section B1.3 - Assistance**

The network of *Assistance Service* offices is available whenever an *Insured Person* travels within the *Operative Time and Period of Insurance*. If *Medical Assistance* is required at any time the **Emergency Helpline** +36 1 460 1500 (24 Hour) should be called. The insurer will reimburse up to 20.000,-HUF towards the reasonable costs of phone calls to *Emergency Helpline* related to a valid claim under this policy.

All of the *Medical Assistance* detailed below is subject to the terms and conditions of this policy.

When *Assistance Service* is contacted for assistance, the following information should be provided :

- The *Insured Person's* name and *Assistance Service* card number and/or *Policy* number
- The telephone, fax or telex number where an *Insured Person* can be reached.
- The *Insured Person's* address abroad.
- The nature of the emergency.
- The name of the *Insured Person's* employer, company or organisation.

The Medical Assistance services provided are:

<b>24 hour Service</b>	Emergency telephone lines staffed 24 hours a day, 365 days a year by multi-lingual assistance co-ordinators, experienced in the procedures of hospitals and clinics worldwide.
<b>Travel informations</b>	enhanced to provide pre-travel advice, full country guide information, full security advice for worldwide travel, document registration and a pre-trip concierge service – available in English
<b>Medical Staff</b>	A highly qualified team of medical consultants and nursing staff, available at any time to ensure that the most appropriate medical treatment is provided.
<b>Medical advice and referral</b>	Assistance Service will provide the following services to the <i>Insured Person</i> : <ul style="list-style-type: none"> <li>• medical advice to the <i>Insured Person</i> over the telephone.</li> <li>• information about medical practitioners, and hospitals worldwide.</li> <li>• arrange <i>Insured Person's</i> appointment with medical practitioners.</li> <li>• arrange <i>Insured Person's</i> hospital admission.</li> </ul>
<b>Direct Billing</b>	Where appropriate Assistance Service will arrange direct billing with hospitals worldwide, avoiding the need for the <i>Insured Person</i> to use the <i>Insured Person's</i> own cash or credit card.
<b>Air Ambulance</b>	Repatriation or transport to a <i>medical institution</i> by air ambulance or scheduled airline or other suitable means depending on the circumstances of the case and if appropriate with a fully equipped medical team in attendance. On return, suitable transportation will take an <i>Insured Person</i> to hospital or home address whenever necessary.
<b>Emergency Medical Supplies</b>	Help locate and send essential medicines or medical by-products if unavailable locally.

Medical Assistance is only one aspect of the service. Assistance Service also provides the following Travel Assistance:

	Assistance Service will provide information concerning visa and vaccination requirements for foreign countries.
<b>Advice on Lost Luggage, Passport, Documents or Tickets</b>	In the event that the <i>Insured Person's</i> luggage, passport, documents or tickets are lost or stolen while travelling overseas, Assistance Service will provide general advice to the <i>Insured Person</i> .
<b>Emergency Message Transmission</b>	In the event of an emergency or a hospital confinement, Assistance Service will keep the <i>Insured Person's</i> immediate family informed. Assistance Service will co-ordinate any necessary communication with the Travel Agent.
<b>Arrangement of Hotel Accommodation</b>	Assistance Service will provide information concerning hotel facilities, services and rates for an <i>Insured Person</i> , a replacement business colleague or family member who has travelled to be at the bedside of the <i>Insured Person</i> . Assistance Service will book the hotel room and confirm details with the hotel prior to the expected date of arrival.

**Arrangement of Compassionate** Assistance Service will arrange for return airfare for a relative or friend of the *Insured Person*

<b>Visit</b>	to visit an <i>Insured Person</i> who, when travelling alone, has been hospitalised outside the <i>Permanent Country of Residence</i> for more than five days.
<b>Arrangement of Return of Minor Children</b>	Assistance Service will arrange for the return of minor children (aged 18 or under) to their <i>Permanent Country of Residence</i> if they are left unattended as the result of the <i>Insured Person's Bodily Injury, Sickness</i> , or emergency transportation



## Section B1.4 - Legal Expenses

The *Insurer* will pay to an *Insured Person* up to the *Sum Insured* in the *Schedule* for *Legal Expenses* incurred by or on behalf of an *Insured Person* in pursuit of a claim for damages and/or compensation against a third party who has caused *Bodily Injury* to, or death or *Sickness* of, that *Insured Person* by an incident occurring during the *Operative Time* and *Period of Insurance* outside Hungary.

### Definitions applicable to Section B1.4:

#### **Appointed Representative**

A qualified lawyer or firm of lawyers appointed to act for an *Insured Person*.

#### **Legal Expenses**

- a) Any fees, expenses and other amounts charged by the *Appointed Representative* in connection with any claim or legal proceedings, including costs and expenses of expert witnesses as well as those incurred by the *Insurer* in connection with any such claim or legal proceedings.
- b) Any costs payable by an *Insured Person* following an award of costs by any court or tribunal and any costs payable following an out-of-court settlement made in connection with any claim or legal proceedings.
- c) Any fees, expenses and other amounts reasonably incurred by the *Appointed Representative* in appealing or resisting an appeal against the judgement of a court, tribunal or award of an arbitrator.

### Claims Conditions Applicable To Section B1.4

1. The *Insured Person* must first obtain the *Insurer's* written consent to pay *Legal Expenses*. This consent will be given if an *Insured Person* can satisfy the *Insurer* that:
  - a) there are reasonable grounds for pursuing the legal proceedings; and
  - b) it is reasonable for *Legal Expenses* to be provided in a particular case.

The decision to grant consent will take into account the opinion of an *Appointed Representative* as well as that of the *Insurer's* own advisers. The *Insurer* may also request, at an *Insured Person's* expense, an opinion of a lawyer or firm of lawyers on the merits of the claim or legal proceedings. If the claim is admitted, an *Insured Person's* costs in obtaining this opinion will be covered by this insurance.

All claims or legal proceedings including any appeal against judgement resulting from the same original cause, event, or circumstances, will be regarded as one claim.

2. If an *Insured Person* is successful in any action, any *Legal Expenses* provided by the *Insurer* will be reimbursed to the *Insurer*.

### Exclusions Applicable To Section B1.4

The *Insurer* will not pay for any:

1. *Legal Expenses* incurred in the defence of any civil claim or legal proceedings made or brought against the *Insured Person*;
2. fines or other penalties imposed by a criminal court;
3. *Legal Expenses* incurred in connection with any criminal act committed by the *Insured Person*;
4. *Legal Expenses* incurred in pursuing any claim against any travel agent, tour operator, insurer or their agents;
5. claim or circumstance notified more than two years after the incident from which the cause of action arose;
6. *Legal Expenses* incurred by an *Insured Person* making a claim against the *Policyholder*, the *Insurer* or any organisation or person involved in arranging this insurance.

## Section B1.5 - Personal Liability

The *Insurer* will indemnify an *Insured Person* for any legal liability incurred by that *Insured Person* during a *Trip* during the *Operative Time* and *Period of Insurance* as the result of *Bodily Injury* or *Sickness* of any person, or *Accidental* loss or damage to the property of any person, up to the *Sum Insured* in the *Schedule* which is an aggregate limit for all losses under this policy occurring during each *Period of Insurance*.

### Provisions applicable to Section B1.5

1. In addition the *Insurer* will pay all costs and expenses incurred with the written consent of the *Insurer* in connection with the defence of any claims against an *Insured Person* which may be the subject of indemnity under this Section.
2. No admission of liability, offer, promise or payment will be made without the written consent of the *Insurer*.
3. The *Insurer* will, if it considers it necessary, take over and conduct the defence or settlement of any claim against an *Insured Person* and for that purpose can use the *Insured Person's* name. The *Insurer* can conduct the defence however it sees fit. The *Insurer* can prosecute at its own expense and for its own benefit, any claim for indemnity or damages against any other persons.
4. The *Insured Person* will give the *Insurer* full assistance in defending or prosecuting any claim and will provide the *Insurer* with any information and documents available to him.

### Exclusions applicable to Section B1.5

The *Insurer* will not pay for any liability which is the result of:

1. Bodily injury to, or illness or disease of, any person who is an employee of the *Policyholder* or an *Insured Person* when injury results from their employment by the *Policyholder* or an *Insured Person*,
2. Liability arising directly or indirectly by or through, or in connection with, any motorised craft.
3. Liability arising directly or indirectly by or through or in connection with:
  - a) the ownership, possession or occupation of land,
  - b) any deliberate or unlawful act,
  - c) the carrying on of any trade, business or profession,
  - d) any racing activity,
4. *Accidental* loss or damage to property belonging to, held in trust by, or in the custody or control of the *Policyholder* or an *Insured Person* or any of their employees or any member of an *Insured Person's* family or household,
5. Liability attaching to the *Policyholder* or an *Insured Person* under an express term of any contract, unless liability would arise whether or not the express term existed,
6. Liability for which payment should be more specifically claimed under any other contract of insurance in the name of the *Policyholder* or an *Insured Person*,
7. Any claim where an *Insured Person* is insane or which results from an *Insured Person* being under the influence of or affected by drugs (other than drugs taken under the direction of a *Medical Practitioner*), alcohol, or solvents,
8. Any claim resulting from any Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition, or sexually transmitted disease suffered by an *Insured Person*
9. Liability in respect of fines, penalties or liquidated damages, punitive exemplary or aggravated damages.

## Section B2 - Personal Property

If an *Insured Person* loses, has stolen or suffers damage to *Personal Property* on a *Trip* during the *Operative Time* and *Period of Insurance*, the *Insurer* will indemnify the *Policyholder* or an *Insured Person* for the cost of replacement or repair up to the *Sum Insured* in the *Schedule*.

If the *Insured Person's Personal Property* is temporarily lost for more than four hours during the outward journeys of the *Trip*, the *Insurer* will reimburse up to 200.000,-HUF towards the cost of buying essential and reasonable replacement items. If the *Personal Property* which has been temporarily lost becomes permanently lost and this results in a claim, the *Insurer* will deduct the amount already paid for temporary loss from the final payment.

If during the *Operative Time* an *Insured Person* loses or damages his or her passport, identification card, driver's license, car registration, visa, money, travel tickets or other essential travel documents, the *Insurer* will indemnify the *Policyholder* or an *Insured Person* for the reasonable and necessary costs of replacing them including additional travel and accommodation costs, up to 200.000,-HUF.

### Definition applicable to Section B2

#### Personal Property

Property owned by or in the custody or control of an *Insured Person*.

#### Carrier

Any licensed operator of a land, sea or air vehicle for the transportation of fare paying passengers.

### Claims Provisions Applicable To Section B2

1. All claims will be subject to the *Insurer* at its own discretion assessing the value of the claim based on the age and estimated wear and tear of the articles that form the basis of the claim.
2. Benefit will be paid by the *Insurer* in excess of any payments made by a *Carrier*. In the event of a claim for loss or damage in transit, the *Insured Person* must give immediate written notice to the relevant *Carrier* and/or to the relevant police authority.
3. When a claim is made the *Insured Person* must submit the following documents:
  - a) a copy of any declaration of loss, theft or damage to the relevant *Carrier* or police,
  - b) a copy of the relevant *Carrier* report or police report,
  - c) in the event of loss by *Carrier* – original tickets and baggage slips,
  - d) a list of all *Personal Property* which was stolen, lost or damaged including the date and place of purchase and purchase value,
  - e) original proof of purchase of the lost, stolen or damaged items., if available,
  - f) original purchase receipts are required in the event of claims regarding goods purchased during the *Trip*.
  - g) Suitable proof of any actual payments made by the *Carrier* to the *Insured Person*.

### Exclusions Applicable To Section B2

The *Insurer* will not pay for:

1. Any item valued at more than 300.000,-HUF unless the *Policyholder* or an *Insured Person* bears the first 25% of any amount in excess of 300.000,-HUF, up to the replacement value of the item or the *Sum Insured* if less.
2. Loss due to chipping, scratching or breakage of glass, china or other fragile articles, unless due to fire, theft or accident to the conveyance in which they were being transported,
3. Loss or damage to sports equipment whilst in use.
4. Loss or damage due to:
  - a) moth, vermin, wear and tear, atmospheric or climatic conditions or gradual deterioration,
  - b) mechanical or electrical failure or breakdown,
  - c) any process of cleaning, dyeing, restoring, repairing or alteration,
  - d) loss of *Money* (as defined under Section B3), bonds, negotiable instruments and securities of any kind,
  - e) loss or damage caused by delay, detention or confiscation by order of any Government or Public Authority,
  - f) Authority,
  - g) loss of or damage to vehicles, their accessories or spare parts,
  - h) Theft from a motor vehicle unless entry to such vehicle is gained by visible, violent and forcible means and theft of items in clear view,
  - i) Loss of or damage to *Personal Property* sent as freight or under an air waybill or bill of lading or via a courier.

### Section B3 - Replacement

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Where a *Trip* has to be cut short following departure, as a result of any cause outside the *Policyholder's* or an *Insured Person's* control the *Insurer* will pay for the additional costs necessarily incurred of travel and accommodation up to the *Sum Insured* shown in the *Schedule* less any amount recoverable elsewhere:

- a) to return an *Insured Person* to Hungary or *Permanent Country of Residence*
- b) to send a replacement to assume the duties of the original *Insured Person*.

Valid from November 6th, 2017

## **Annex 1 - Disputes, complaint handling**

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Should any complaint arise with regard to the services or the fulfilment of the insurance contract, we undertake the obligation to inform our client on the right to submit a complaint in writing to the General Manager of Colonnade Insurance S.A. Hungarian Branch Office (hereinafter referred to as the Insurance Company) via post, e-mail or facsimile (postal address: H-1442 Budapest, Pf. 101.), facsimile: +36 1 461499; e-mail address: info@colonnade.hu) and in person or via telephone at the Customer Service of the Insurance Company during opening hours (address: 99 Váci út, Budapest, H-1139, Hungary; telephone number: +36 1 4601400).

The Insurance Company shall send its answer in writing to the complainant within 30 (thirty) days of receipt of the complaint.

In case of the rejection of the complaint or if the 30-day period for the examination of the complaint prescribed by law as the deadline for response ends abortively, the client not qualifying as a consumer shall be entitled to challenge the inadmissible decision of Colonnade Insurance S.A. Hungarian Branch Office (51 Stefánia út, Budapest, H-1143, Hungary) before the court. In this case, the civil action shall be brought before the competent Hungarian court against Colonnade Insurance S.A. Hungarian Branch Office (51 Stefánia út, Budapest, H-1143, Hungary).

The Complaints Regulation of the insurer is available at the Customer Service of the Insurance Company and on the <http://www.colonnade.hu> website.