

K&H optional travel insurance for bankcards
effective from 25 May 2018



**K&H OPTIONAL TRAVEL INSURANCE FOR BANKCARDS
SCHEDULE OF SERVICES**

service	insurance coverage limit
emergency health care costs:	
- accident	40,000 USD
-illness	20,000 USD
-patient transportation	no limit
- emergency dental treatment for maximum 2 teeth	200 USD
-limit per tooth	100 USD
-replacement glasses in case of accident	100 USD
other illness / accident related costs	100 USD
medical repatriation	no limit
medical assistance	24/7 assistance service
Other travel assistance and insurance:	
outward trip, baggage delay over 10 hours	30,000 HUF
outward journey, delay over 4 hours	30,000 HUF
Finding and saving the insured person	1,000,000 HUF
body repatriation	no limit
interpreting service	25,000 HUF
accident insurance:	
death resulting from accident	2,000,000 HUF
additional compensation in the event of death in an air accident	2,000,000 HUF
100% damage to health resulting from accident; (in the case of more than 25% damage to health, a proportionate part thereof)	2,000,000 HUF
baggage insurance:	
-single item limit	170,000 HUF
translation expenses	5,000 HUF
replacement of travel documents (within baggage insurance)	15,000 HUF
legal protection, personal liability insurance:	
	6,000 USD, of this:
- bail up to	6,000 USD
-legal expenses up to	3,000 USD
-claim for compensation up to	3,000 USD
-personal liability insurance for accident	1,000 USD

The insurance services contained in the above schedule are valid for travels by the Insured Person to countries outside of Hungary or outside the country being the Insured Person's place of residence, after concluding the 'K&H Optional Travel Insurance for bankcard', for up to 60 days per occasion.

If you need health care or travel assistance, please contact our assistance centre at any time (direct calls made from abroad: (+36 1) 458-4489, calls made from within Hungary: toll-free "green number": (+36 80) 204-482, telefax: (+36 1) 458-4445) and provide the following information:

- | | |
|-------------------|----------------------------|
| - full name | - the issue concerned |
| - bankcard number | - address of place of stay |



K&H optional travel insurance for bankcard Terms of Service and Customer Information

I. General terms and conditions

1. K&H Biztosító Zrt. was established on 19 February 1992 in Budapest. Our insurance company is a member of the KBC Group, one of Europe's leading financial groups, and it engages in insurance activities in Hungary.
 Legal form: private limited company
 Country of registration: Hungary
 Registered office: 1095 Budapest, Lechner Ödön fasor 9.
 Mailing address: Budapest 1851
 The share capital of our company: 4.78 billion HUF
 Shareholder: KBC Insurance NV (100%)
 Our supervisory authority is the Hungarian National Bank (1013 Budapest, Krisztina krt. 39, mailing address: H-1534 Budapest BKKP Pf. 777, Telephone: 06 (1) 489 9100, fax: 06 (1) 489 9102

The Insurer's representative does not provide insurance advice during the sale of this insurance product.

The Insurer does not rely on contributors during the sale of this insurance product and so no remuneration is paid on these grounds, either.

Details of the remuneration to intermediaries selling the insurance product are set out in the document "Information for Insurance Intermediaries".

Pursuant to the insurance contract **K&H Biztosító Zrt.** (1095 Budapest, Lechner Ödön fasor 9.) (hereinafter: "Insurer") undertakes to provide the following assistance and insurance services to clients of **K&H Bank Zrt.** requesting the "K&H optional travel insurance for bankcard" service (hereinafter: Insured Persons) in connection with the loss events listed in the contract and arising abroad:

- health care assistance and insurance,
- other travel assistance and insurance,
- accident insurance,
- legal protection assistance and insurance,
- personal liability insurance,
- baggage insurance.

2. Creation of the insurance contract

The Contracting Party issues a bankcard and the terms and conditions of the insurance contract to each Insured Person. When signing the bankcard agreement, the Insured Person confirms with their signature that they received the information concerning the Insurer's key details and the terms and conditions of the insurance contract.

3. Validity of the insurance

The insurance period is one year. Insurance coverage commences at 00.00 hrs (Central European Time, CET) on the day following the day when the insurance was taken out, but no later than the day after the activation of the bankcard. The insurance provides coverage only for a stay of **up to 60 days** abroad for each trip. The Contracting Party may terminate the insurance contract with respect to the Insured Person by the end of the insurance period in writing. **The notice period is 30 days. Unless terminated, the insurance is automatically renewed annually. If the validity of the bankcard ends before the date of validity of the insurance, then the insurance will also cease to be valid as of the same date.**

4. Contracting Party

The Contracting Party is the Bank, which concludes the insurance contract for the benefit of the Insured Person(s) and pays the insurance premium.

5. Who can be an Insured Person?

Insured Persons are persons for whose benefit the Contracting Party concludes the insurance contract and pays the insurance premium, and **who is travelling to a country other than the country of their permanent residence.**



6. Who cannot be an Insured Person?

Natural persons on long-term service abroad or working permanently abroad and their family members residing with them abroad, and foreign natural persons travelling to the country of their permanent residence cannot be Insured Persons. If an insurance contract is concluded for the benefit of any of the persons listed above despite the stipulation set out in the contract, it shall be invalid.

7. Beneficiary (Beneficiaries)

Beneficiary (Beneficiaries) is (are) the person(s) named in writing by the Insured Person's written consent and who in this capacity are eligible for the service provided by the Insurer as per Section 10. The identity of the Beneficiary may be changed at any time during the insurance period with the joint written statement of the Contracting Party and the Insured Person addressed to the Insurer.

8. Countries where the Insurer or its partner provides assistance services and insurance

The insurance is valid in all the countries of the world except for Hungary and, **in the case of foreign Insured Persons, the country of their permanent residence.**

9. Limitation of multiple payments under the insurance

If the Insured Person has multiple accident, sickness and baggage insurances linked to several bank or credit cards issued by K&H Bank, then the amounts payable by the Insurer shall be aggregated in the event of the occurrence of insured events defined in V. Accident insurance, while in the case of any other insured events defined in Chapters II, III, IV and VI they supplement each other to the extent of the actual damage suffered. The limits set in Chapter II per tooth and for the replacement of eye glasses and the limits per item set in Chapter VI shall not be aggregated; in such cases the Insurer shall pay compensation according to the scenario most advantageous to the Insured Person.

10. Eligibility to services

Unless otherwise provided for by the Contracting Party and the Insured Person prior to the conclusion of the contract, the Insurer shall pay to the Insured Person any and all claims for accident as set out in the insurance contract payable to the Insured Person while they are still alive, as well as baggage insurance claims.

If the Contracting Party does not name a Beneficiary as per Section 7, the heir(s) of the Insured Person shall be entitled to the accident insurance sum and accident baggage compensation payable in the event of the Insured Person's death resulting from an accident.

Claims for accident and baggage compensation shall always be awarded in Hungarian Forint in accordance with the prevailing legislation on foreign exchange.

Other services by the Insurer shall be provided to the Insured Person or the persons defined in Sections 25, 27, 32, 34 and 35.

11. Exemptions of the Insurer from paying insurance benefit

The Insurer shall be exempted from paying the claims if the Insured Person:

- is a foreign citizen and they are travelling to their country of permanent residence; or
- fails to report the insured event in accordance with the requirements and the actual circumstances cannot be established as a result.

12. Risks excluded from the insurance

The following risks shall be excluded from the insurance:

- non-financial claims;
- events arising while engaging in hazardous sports (with special regard to motor racing, including endurance tests and rallying, rock and mountain climbing, caving, aviator sports, parachuting) and training for them;
- events arising directly or indirectly from radiation considered ionising by law or nuclear energy;
- events arising directly or indirectly from war or civil war, fight, terrorist act, insurrection, rebellion, riot or strike;
- the Insurer shall not be liable for liability claims arising from medical malpractice by the service provider(s).

13. Action to be taken by the Insured Person on the occurrence of claim events

The Insured Person must:

- inform the Insurer of any and all facts and data in connection with their claim event through the Insurer's assistance and claims representative;
- avert or mitigate the damage to the extent possible based on the guidance provided by the Insurer's assistance and claims representative;
- report their claim for compensation to the Insurer's assistance and claims settlement representative **within 15 days** from returning home, also in line with their reporting obligations regulated in the agreement;
- allow the Insurer or the Insurer's assistance and claims representative to carry out any and all investigations related to the reasons of the claim event, the extent of the damage and the amount of the compensation.

14. Payment of claims

The Insurer shall pay the indemnification to the entitled party according to the limits set out in the insurance contract within 15 days from the receipt of all documents required for the claim settlement process.

15. Expiration of claims for indemnification

Claims under these contract terms and conditions shall lapse 2 years after the occurrence of the insured event.

16. Confidentiality

The Insurer is bound by confidentiality as per Act LXXXVIII of 2014. However, the Insurer's confidentiality obligation pertaining to client data shall not apply to the following bodies and authorities:

- a) the Supervisory Authority in exercising its designated functions;
- b) the body conducting preliminary proceedings, the investigating authority and the public prosecutor's office;
- c) the court of law in connection with criminal cases, civil actions or non-contentious proceedings, and administrative actions, including the experts appointed by the court, and the independent court bailiff, the administrator acting in bankruptcy proceedings, the temporary administrator, extraordinary administrator, liquidator acting in liquidation proceedings in connection with a case of judicial enforcement, the principal creditor in debt consolidation procedures of natural persons, the Family Bankruptcy Protection Service, the family administrator, the court;
- d) public notaries, including the experts they have appointed, in connection with probate cases;
- e) in 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;
- f) national security service in exercising its designated functions;
- g) the Competition Authority in exercising its designated functions;
- h) the child welfare services in exercising its designated functions;
- i) the health authority in the cases referred to in Article 108 (2) of Act CLIV of 1997 on Health Care,
- j) bodies authorized to conduct covert information gathering operations subject to the conditions specified by law;
- k) reinsurers and, in cases of co-insurance, the insurers assuming the risk;
- l) the bureau of insurance policy records maintaining the central policy records with respect to data transmitted as governed by law;
- 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, and the auditor with respect to data required for carrying out the audits;
- p) third-country insurance companies and insurance intermediaries in respect of their branch offices, if they are able to satisfy the requirements prescribed by Hungarian law in connection with the management of each datum and the country in which the third-country insurance company is established has regulations on data protection that conform to the requirements prescribed by Hungarian law;
- q) the commissioner of fundamental rights in exercising its designated functions;
- r) the National Authority for Data Protection and Freedom of Information in exercising its designated functions;
- s) the Insurer 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 data request, and/or written inquiry from a body or person referred to in Paragraphs a)-j), n) and s) indicating

the name of the client or the description of the insurance contract, the type of data requested and the purpose 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.

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 branch offices, 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.

The Insurer, the insurance agent and the insurance broker are only entitled to process the personal data of the Insured Contracting Party subject to their consent. Processing sensitive personal data, processing personal data abroad and disclosing personal data to other companies that may be used in order to carry out insurance tasks shall be subject to the written consent of the Insured Person, the Contracting Party or the Injured Party. The Insured Person, the Contracting Party or the Injured Party are entitled to be informed about their personal data and may request the Insurer to amend their personal data in the records.

The Insured Person acknowledges that assistance and claim settlement will be handled by EUROP ASSISTANCE MAGYARORSZÁG KFT. (1134 Budapest, Dévai utca 26-28.) on behalf of the Insurer. The Insured Person consent to the disclosure of information pertaining to them and considered insurance secret or personal or sensitive data and essential to the Insurer for the assistance and claim settlement process to the above representative or, if required, to a foreign partner thereof.

17. Organisations dealing with consumer complaints:

Complaints arising in connection with the contract may be reported:

- in writing (K&H Insurer Zrt., Budapest 1851);
- in person to the staff or the head of Central Customer Service (1095 Budapest, Lechner Ödön fasor 9.);
- by telefax: (+36 1) 461-5276;
- by email: biztosito@kh.hu;
- via our TeleCenter at (+36 1/20/30/70) 335-3355 or (+36 1) 328-9000.

In the event of breaches of consumer protection provisions natural persons (consumers) acting for purposes outside of their trade, business or profession may initiate a consumer protection procedure at the Hungarian National Bank (1013 Budapest, Krisztina krt. 39.).

In the event of (financial consumer) legal disputes concerning the establishment and performance of an insurance relationship, consumers may initiate a procedure with the Financial Arbitration Board (1013 Budapest, Krisztina krt. 99., mailing address: 1525 Budapest BKKP Pf.:172) or take the matter to court, submitting evidence supporting their claim.

Sole traders, one-man companies, business associations, legal entities, unincorporated organisations, condominiums etc. may pursue their claims in court.

Magyar Nemzeti Bank (Hungarian National Bank)
1013 Budapest, Krisztina krt. 39.

Other organisations:

Hungarian National Authority for Data Protection and Freedom of Information.
1125 Budapest, Szilágyi Erzsébet fasor 22/c.



18. Assistance and claims representative:

Europ Assistance Magyarország Kft.
1134 Budapest, Dévai utca 26-28.

II. Health care assistance and insurance

19. Risks covered by health care assistance and insurance

The Insurer provides **health care assistance services** to the Insured Person in response to a phone call received by the assistance and claims representative of the Insurer, and if the Insured Person is taken ill or suffers an accident abroad during the term of the insurance, the Insurer will cover their health care costs as per the terms and conditions set out in Sections 19-21. The Insurer shall provide these services **only in emergency**.

Emergency exists if failure to provide immediate medical treatment would foreseeably jeopardise the Insured Person's life or physical integrity or it would cause irreparable damage to the Insured Person's health or physical integrity, and likewise if the Insured Person, based on the symptoms of their sickness (fainting, bleeding, acute infectious disease etc.) or on account of serious damage to their health caused by accident or sudden serious damage to their health need immediate medical attention.

The Insurer's health care insurance services provide coverage:

- **only in case of emergency**, within the term of coverage by the Insurer;
 - **up to 20,000 USD** for costs incurred **in connection with sickness**;
 - **up to 40,000 USD** for costs incurred **in connection with accidents**;
 - to the extent of the actual costs incurred in connection with **medical repatriation**;
 - **up to 100 USD for other illness / accident related costs**;
- (or the equivalent of the above in other currencies).

The Insurer shall only cover the above costs if the Insured Person or their representative or the institution or doctor providing treatment requested health care assistance service from the Insurer's assistance and claims representative (direct calls made from abroad: (+36 1) 458-4489, calls made from within Hungary: toll-free "green number": (+36 80) 204-482, telefax: (+36 1) 458-4445) or, if they were unable to do so, within the shortest time possible (but maximum within 24 hours) notified the Insurer's assistance and claims representative, which then authorised the use of the above services. If the Insurer's assistance and claims representative is not notified, then the Insurer will reimburse maximum 150 USD of the costs incurred.

Insurance services:

- emergency medical assessment;
- emergency medical treatment;
- emergency hospital treatment **(the Insurer reserves the right to cover the costs of hospital treatment abroad until, according to their doctor, the patient's condition allows them to be repatriated to Hungary for the purpose of further medical treatment)**;
- urgent operation, intensive care;
- additional cost of accommodation in a single- or two-bed hospital ward at the specific request of the Insured Person or their representative, subject to the consent of the Insurer. **The costs of such accommodation taken without the consent of the Insurer shall not be covered by the Insurer**;
- emergency antenatal or obstetric care before week 28 of the pregnancy;
- reimbursement of costs of medicine purchased on medical prescription, supported by the original invoice;
- renting prosthetic limbs, crutches, carriages for disabled persons and other medical equipment and on medical prescription;
- replacement of **eye glasses** ordered by a doctor as a result of an accident having caused personal injury and requiring medical treatment as evidenced by documents, for up to **100 USD**;
- only emergency **dental treatment** of up to two teeth, aimed at directly alleviating pain, for up to **100 USD** per tooth;

taking into account the costs of justified and standard general treatment - **without choosing a doctor** - and the average doctors' fees at the place where the service is being used.

Within the limit of other costs associated with illness or accident, the Insurer undertakes to reimburse other expenses (the cost of travel to a doctor or hospital by car, public transport or, if justified, by taxi for the Insured and

one accompanying person) incurred in connection with an illness or accident qualifying as an insured event incurred abroad and verified by invoice.

The Insured Person exempts the doctor performing the assessment or administering the treatment from the duty of medical confidentiality with respect of the Insurer or its representative.

20. Exclusions - health care insurance

The health care insurance does not cover:

- treatments or purchases of medicinal products required due to a pre-existing health condition or reasons attributable thereto. (Any illness or other health condition of the Insured Person shall be regarded as pre-existing if, prior to travelling abroad:
 - a) it required medical treatment or its treatment was recommended by a doctor; or
 - b) it required prescribing and taking medication; or
 - c) it was detectable and produced symptoms that would have led a person acting with reasonable care to seek a diagnosis, care or treatment).

The same applies to obstetric or antenatal care.

- services not required in order to make a diagnosis or to provide treatment;
- services not needed due to acute illness or accident injury;
- costs in excess of the justified and standard fees in the country where the Insured Person used the service;
- additional cost of hospital treatment attributable to the fact that the Insurer could not repatriate the Insured Person to Hungary for further treatment (using a special method if necessary) due to the Insured Person's decision, although repatriation would have been medically manageable;
- costs in excess of the above limit if the Insured Person or their representative and the institution or doctor providing the treatment, failed to request within 24 hours the Insurer's consent to using the health care services in the case of claims exceeding 150 USD;
- costs of repatriation without the consent of the Insurer;
- operations that could have been delayed until the Insured Person's return to Hungary without taking unreasonable risks;
- after-care and rehabilitation;
- treatment of psychiatric and psychological disorders;
- treatment or care provided by a relative;
- cosmetic surgery,
- non-urgent medical assessment and treatment;
- physiotherapy, acupuncture, treatment by homeopaths or chiropractors;
- medical or hospital treatment necessitated by the patient's being under the influence of (blood alcohol level that exceeds 0.8 per mille) or drugs or by reasons attributable thereto;
- vaccinations;
- routine tests, check-ups or screening tests;
- antenatal care, pregnancy-related check-ups, routine and screening test(s), abortion;
- sexually transmitted diseases;
- acquired immune deficiency syndrome (AIDS) and illnesses related thereto;
- contact lenses, hearing aids, eye glasses (except for eye glasses required as a result of an accident involving personal injury);
- costs having incurred as a result of suicide or attempted suicide or a deliberate criminal act committed by the Insured Person;
- health care costs having been incurred as a result of an accident occurring in the course of professional physical work;
- the treatment of more than two teeth;
- definitive dental treatment, mandibular orthopaedic treatment, orthodontic treatment, paradontology treatments, dental plaque removal, root canal treatment, dental prostheses and the preparation and repair of dental crowns, bridges and dentures.

21. Claim settlement process

If the Insured Person availed themselves of the health care services and they have taken action through the Insurer's assistance and claims representative with a view to having the costs covered by the Insurer, the foreign



health care, healing or treating organisation (person) shall issue their invoice and the insurance policy or a copy thereof directly to the Insurer's assistance and claims representative.

If the Insured Person paid the price of the health care service on the spot after having reported the insured event as per the applicable provisions, they will be compensated through the Insurer's assistance and claims representative following their return to Hungary in accordance with the prevailing legislation on foreign exchange.

The Insurer shall cover maximum 150 USD of the costs of health care services used without prior approval.

The claim settlement process is carried out on the basis of the following documents:

- complete medical documentation, diagnosis, medical description and discharge summary justifying the urgency of the treatment;
- original receipts for medical costs and costs of medicines incurred abroad;
- GP records of medical conditions prior to the outward journey if requested by the Insurer;
- any and all other documents required for claim enforcement;
- claim report form used by the Insurer, completed by the Insured Person or their heir or beneficiary.

Additional documents required in the case of accident: formal records or statement drawn up abroad about the accident and the injury and the circumstances thereof and, in the event of the Insured Person's death, the autopsy report.

If the Insurer's assistance and claims representative deems it necessary to request further medical documents from the Insured Person's GP before covering the costs, then providing such documents to the Insurer's assistance and claims representative shall be the responsibility of the Insured Person or their relatives. If the Insurer does not consider the event to be an insured event based on the documentation requested, then such event shall be treated as being outside the coverage.

III. Other travel assistance and insurance

If the Insured Person is entitled to the health care services described in Section II, then the Insurer shall provide the following additional services:

22. Body repatriation

In the event of the Insured Person's death the Insurer shall, through its assistance and claims representative, arrange for the repatriation of the Insured Person's body to Hungary and cover the costs thereof.

The relative of the deceased Insured Person must obtain the following documents and present to the Insurer's assistance and claims representative **as soon as possible** so that the repatriation of the body can be organised:

- birth certificate,
- marriage certificate or spouse's death certificate,
- acceptance of the notice of interment by the cemetery,
- document confirming death,
- certificate issued by the competent authority or medical certificate determining the cause of death,
- for accidental death: the autopsy report,
official documents required to establish the circumstances of death.

The costs of repatriation arranged without the Insurer's prior consent shall not be covered by the Insurer.

23. Travel delay

If, for some reason (e.g. due to weather conditions), the flight or the ship to be taken by the Insured Person **on the outward journey** to their foreign destination is delayed **by at least 4 hours** compared to the schedule published by the airline or the passenger shipping company, the Insured Person shall be indemnified (**this obligation of the Insurer does not extend to hired, so called charter flights and charter passenger shipping services**).

The Insured Person will be eligible to receive this indemnification if they can prove that they checked in and appeared at departure before the deadline specified by the tour operator or the transport company in the itinerary, and they received an official written document made out to their name by the airline or the passenger shipping company, or their agency, including the reason and the duration of the delay. The delay must be calculated based on the scheduled date and time of the flight/shipping service and the actual date and time of arrival.

The Insurer shall pay a compensation of **30,000 HUF** if the delay exceeds 4 hours.



24. **Baggage delay**

If, **on the outward journey** to the foreign destination provided by an airline or passenger shipping company, or their agency, the Insured Person's baggage is transported to a location different from the one specified at luggage check-in and, therefore, it is collected with a delay **of at least 10 hours**, the Insured Person shall be indemnified. The Insurer shall pay a compensation of **30,000 HUF** if the delay exceeds 10 hours.

The actual duration of the delay must be evidenced by the original copy of the official record made out by the airline or the passenger shipping company, or their agency, to the Insured Person's name, and the collection of the luggage must also be proven with documentary evidence, including the exact collection date and time, made out to the name of the Insured Person. The baggage check-in slip must also be enclosed when submitting a claim. The delay must be calculated based on the date and time when the flight/ship arrived. **The coverage provided by the Insurer does not depend on the number of luggage items.**

The Insured Person can be indemnified if they have all of the above listed certificates made out to their name, unambiguously proving that at least one item of their luggage was collected with a delay.

25. **Notification**

The Insurer agrees to notify a person specified by the Insured Person without delay if the Insured Person has an accident or falls ill and the Insurer's Assistance and Claims Representative is informed or learns about that.

26. **Other assistance**

If the Insured Person should need to book a hotel room, rent a car or have their car transported home during their travel, the Insurer shall assist them through its Assistance and Claims Representative without charging any extra costs, but the bill for the services received this way shall be settled by the Insured Person.

27. **Finding and saving the insured person**

If the Insured Person's place of stay abroad becomes unknown - presumably due to an accident - and for this reason tracking down the Insured Person is justified, the Insurer shall arrange for the assistance deemed to be the most effective possible and shall bear the costs up to the predefined limit.

Within this context, the Insurer shall reimburse the certified costs of finding the Insured Person and transporting them to the nearest motorised road or to the hospital nearest to the site of the accident . If medically justified or necessary due to the location of the accident, the rescue can be carried out in any way.

The Insurer's performance obligation is for up to **1,000,000 HUF**.

The Insurer shall not cover the costs of finding and rescuing the Insured Person without the Insurer's preliminary consent.

28. **Interpreting service**

The Insurer undertakes to provide the Insured Person with an interpreter in connection with the insurance service or legal proceedings against the Insured Person during their trip abroad.

The Insurer shall bear the costs incurred in that context up to the limit of **25,000 HUF**.

29. **Claim settlement process**

The Insurer shall settle the costs incurred in relation to the insured events reported in accordance with the requirements set out in the Contract up to the amount limits specified in Chapter III of the Contract, through its Assistance and Claims Representative and directly with the service provider.

If, with the Insurer's preliminary consent, the Insured Person settled the costs incurred in relation to the insurance event on site, the Insurer shall, within 15 days, reimburse those costs up to the amount limits specified in Chapter III of the Contract based on the original service invoices submitted after returning home, through its Assistance and Claims Representative and in line with the effective foreign exchange provisions.

IV. **Legal assistance and insurance, personal liability insurance**

30. **Legal protection cover**

The Insurer, through its Assistance and Claims Representative, shall reimburse the costs of legal proceedings launched during the effective period of the insurance against the Insured Person **abroad** (in a country other than the place of their permanent residence) due to an offence or a negligent crime as detailed below. In addition, if the Insured Person has a personal injury accident while travelling abroad, the Insurer shall also reimburse the costs incurred in connection with the proceedings to enforce their **claims for indemnification**.



31. Extent of the insurance cover

If legal proceedings are launched against the Insured Person abroad due to committing an offence or a negligent crime during the effective period of the insurance, and the legal regulations of the host country require so, the Insurer shall ensure through its Assistance and Claims Representative that the **bail** or similar security set for the release of the detained or arrested Insured Person be posted and the costs incurred be reimbursed, up to a total amount of **6,000 USD**.

The Insurer shall cover the fees, supported by invoices, of the **foreign lawyer** defending the Insured Person up to an amount in accordance with the standard and generally accepted rate of attorney fees in the visited country. If so required by the defence, the Insurer shall also cover the expenses of the **expert** mandated by the **attorney**. The Insurer shall reimburse the costs of the **attorney** and any **experts** up to a limit of **3,000 USD**.

The Insurer shall cover the Insured Person's expenses arising from enforcing their claims up to a limit of **3,000 USD**.

The total amount paid by the Insurer under legal assistance and insurance and personal liability insurance, including the 24-hour assistance service, shall not exceed 6,000 USD.

The insurance does not include the right to choose the attorney. The Insurer shall ensure the provision of appropriate defence through its Assistance and Claims Representative.

32. Coverage of personal liability insurance outside the territory of Hungary

The Insurer, through its Assistance and Claims Representative, shall reimburse the damage caused by the Insured Person to a third party outside the territory of Hungary, while travelling abroad, up to a limit of **1,000 USD** if that damage is the consequence of an accident caused to a third party.

33. Items not covered by the legal assistance and personal liability insurance

The Insurer shall not cover costs and expenses incurred by the Insured Person:

- **who caused damage by driving a vehicle without the consent of its owner or without a driving licence,**
- **who is the subject of ongoing judicial proceedings based on suspicion that they committed an intentional crime, left the scene of an accident or failed to render aid,**
- **who was fined,**
- **whose claim is clearly unfounded in the foreign lawyer's expert opinion, where the outcome of the proceedings, litigation or legal remedy is hopeless, or there is an obvious disproportion between the expected outcome and the foreseeable costs,**
- **who can enforce their claims against a Hungarian natural person or legal entity also in Hungary,**
- **who caused liability damage while doing their work,**
- **who caused a liability damage in a way which, under a contractual clause, makes its indemnification the responsibility of the Insured Person,**
- **who caused damage while having a reduced level of consciousness, being under the influence of alcohol (blood alcohol level in excess of 0.8 thousandths) or drugs, or the damage was caused for reasons attributable to such a state,**
- **where such costs and expenses are reimbursed by some other insurance taken out by the Insured Person or the Contracting Party,**
- **who has a legal protection insurance or liability insurance taken out earlier and covering the given damage.**

Furthermore, the Insurer shall not indemnify any claim to be covered by the compulsory motor third party liability insurance of a land or water vehicle or aircraft.



34. Exemption of the Insurer

Except as set forth in Section 11 of these Terms and Conditions, the Insurer is exempt from its payment obligation if it can prove that the Insured Person failed their obligation to mitigate loss unlawfully, deliberately or through gross negligence.

35. Using the service

If the need to use the legal protection service arises, the Insured Person must notify the Insurer's Assistance and Claims Representative by calling the 24-hour telephone number included in the contract **as soon as possible**. Following notification, the Insurer's Assistance and Claims Representative takes measures to provide the appropriate legal services and to appoint a legal representative.

Legal protection and liability insurance services are only available after the preliminary consent of the Insurer. If the lawyer involved in the proceedings is not the one assigned by the Insurer, or the Insurer did not consent to the involvement of the lawyer, the Insurer shall not cover the costs.

V. Accident insurance

36. Definition of accident

An accident is defined as a sudden external impact occurring beyond the control of the Insured Person while they are abroad, and leading to the Insured Person's death, permanent disablement or damage to their health within one year. **Sunburn caused by sunlight, sunlamps or sunbeds, sunstroke, heatstroke, overstraining oneself by lifting heavy objects, hernia, frostbite, suicide or attempted suicide, as well as any damage to health occurring while doing physical work as part of one's job do not qualify as accident.**

37. Accident insurance sum

If the Insured Person was entitled to and used the health care services described in sections II./19-21, the Insurer shall pay the following accident insurance sums regardless of the health care assistance services and the compensation amount provided by the health care insurance:

- in the case of accidental death: **2,000,000 HUF**
- in the event of an accidental death resulting from an air disaster: additional **2,000,000 HUF**
- permanent total (100%) disablement following an accident: **2,000,000 HUF**
- permanent partial (**over 25%**) damage to health after an accident: proportional part of the insurance sum based on the extent of the damage to health.

38. Health damage table used for calculating compensation

The extent of accidental disablement or permanent damage to health must be determined irrespective of the Insured Person's occupation, and using the table below if it involved the loss of organs or limbs:

Damage to body parts	compensation, %
loss of sight in both eyes, loss of both arms, lower arms or hands, loss of one arm/hand and one leg/lower leg (amputation of an upper limb + a lower limb), loss of both legs	100%
loss of both lower legs	90%
loss of one leg, loss of one arm	80%
loss of one lower leg, loss of one lower arm, total loss of speech, total loss of hearing in both ears	70%
loss of one hand (at the wrist joint)	65%
total loss of a foot (below the ankle joint)	40%
total loss of sight in one eye	35%
total loss of hearing in one ear	25%

The total amount paid based on the permanent partial damage to health caused by a single accident may not exceed the insurance sum payable after permanent total disablement.

The extent of an accidental permanent damage to health must be determined immediately, if it involves the loss of an organ or a limb listed in the table; or not later than two years after the accident. The level of the health damage directly attributable to the accidental injury is determined by a medical expert of the Insurance Company, according to the level of the loss of function associated with the anatomical changes, after the final state has been reached.

The percentage rates of the determined damage to health do not necessarily correspond to the rates set out in the resolutions of the National Institute of Medical Experts and other institutes with the same function.

39. Exemption of the Insurer from the payment of the accident insurance sum

The Insurer shall be exempt from the payment of the accident insurance sum:

- if the Insured Person lost their life due to the Beneficiary's deliberate behaviour,
- if there is evidence that the accident was caused by the Insured Person's unlawful, deliberate or grossly negligent behaviour.

An accident shall be considered to have been caused by gross negligence if it happened while the Insured Person:

- was under the influence of alcohol (their blood alcohol level was higher than 0.8 thousandths) or drugs, and there was a direct causal link between that state and the accident,
- was driving a vehicle without a driving licence.

40. Claim settlement process

In the case of accidental death, the claim is settled based on the following documents:

- medical certificate of the cause of death,
- Hungarian death certificate
- an official record taken or a certificate issued abroad (if any) about the accident and the injury, and the circumstances under which they occurred,
- final certificate of succession or grant of probate,
- autopsy report
- the standard form used by the Insurer.

Documents required in the case of **accidental damage to health**:

- foreign medical certificate about the treatment and the health care services provided, and
- all medical documentation,
- the standard form used by the Insurer.

VI. Baggage insurance and replacing travel documents

41. What does baggage insurance cover?

The insurance provides coverage in case the Insured Person's luggage or clothes taken from Hungary are:

- stolen or robbed from the Insured Person,
- damaged or destroyed due to personal injury, e.g. in a ski accident (the doctor or the institute providing treatment abroad must certify the fact of the personal injury),
- damaged or destroyed due to a natural disaster (i.e. one caused by force of nature)

while the Insured Person is abroad, up to a limit of **170,000 HUF** at the time of the damage and up to a limit of **50,000 HUF** per item.

All luggage damage occurring by theft or robbery must always be reported without delay to the competent police or appropriate authorities or, depending on the circumstances of the damage, to the transport organisation or the hotel. They must be requested to take records of the circumstances and to issue a resolution about the outcome of any proceedings that follow. The records must include an itemised list of the damage, the stolen luggage and clothing items, and also the damage amount.

If items are stolen from a car's locked boot protected against the visual assessment of its contents, the maximum compensation amount is 85,000 HUF.

If required for enforcing the claim, the Insurer shall reimburse the **translation cost** incurred by the Insured Person up to a **5,000 HUF** limit based on the original invoice.

42. Items not covered by the insurance

The insurance cover does not extend to the following items:

jewellery, precious metals, works of art, collections, cash or cashless means of payment (e.g. bank or credit cards, vouchers entitling their holders to use specific services, ski passes etc.), savings deposit passbooks, other securities, transport tickets, personal documents (except: passport, driving licence, vehicle registration



certificate), fine furs, bicycles, sports requisites, electronic products and accessories checked in when travelling by air, devices used for work, musical instruments, and technical products and accessories the purchase (new) value of which exceeds 25,000 HUF per item.

43. Events not covered by the insurance

The insurance cover does not extend to the following events:

- losing, leaving, dropping the luggage, theft of items left unattended,
- if luggage is stolen from the passenger compartment of a motor vehicle or from a tarpaulin trailer (i.e. not covered by metal sheet),
- if luggage put in the motor vehicle is stolen between 10 p.m. and 06 a.m.,
- if the Insured Person travelling by motor vehicle does not take their luggage into their accommodation immediately after arrival,
- theft during camping or caravanning if the Insured Person was not camping or caravanning in an area officially designated for that purpose,
- when the damage is covered by the carrier's liability insurance or some other insurance,
- if the Insured Person did not exercise due diligence when the damage occurred,
- if the Insured Person makes false declarations concerning the damage.

44. Exemption of the Insurer from paying luggage claims

The Insurer shall be exempt from paying indemnities if the luggage claim was caused by the Insured Person's unlawful, deliberate or grossly negligent conduct.

45. What is included in the replacement of travel documents?

Through its Assistance and Claims Representative the Insurer shall reimburse the Insured Person for the costs of replacing their passport, driving licence or vehicle registration certificate stolen or lost while travelling abroad for **up to 15,000 HUF**, as certified by the official records and the invoice.

This compensation amount is charged against the luggage insurance sum.

46. Luggage related claim settlement process

Claims can be submitted in the office of the Insurer's Assistance and Claims Representative: Europ Assistance Magyarország Kft. (1134 Budapest, Dévai utca 26-28.).

Luggage claims are settled based on the following documents:

- original police record or, possibly, a resolution issued to the Insured Person's name,
- invoice; if missing, the Insurer shall calculate with the average prices in Hungary,
- the completed form used by the Insurer,
- any other documents necessary for enforcing the claim,
- for electronic products: an 'Export Licence' complete with the certificate of the customs authorities.



Information on the documents requested by K&H Insurance in the course of claim settlement

K&H Insurance may request the submission of the documents listed in the table below to make a decision about claim and to determine the claim amount:

K&H optional travel insurance for bankcard The Insurer may request the following documents when settling claims	always when a loss event occurs	a standard insurance claim report form of the Insurer or a form with the same content, completed and signed
		the original copy of the invoice as proof of the costs incurred
		original records taken of the loss event
		for foreign national Insured Persons: the residence card issued by the authority
	if health care costs are involved	a document certifying the date of the outward journey
		full medical documentation (diagnosis, medical report, hospital records, medical records)
		original copies of the invoices for medical services, medicines, hospital and medical appliances and equipment
		an official record taken or a certificate issued abroad about the accident and the injury, and the circumstances under which they occurred
	if body repatriation costs are involved	if the Insured Person died: autopsy report, medical certificate of cause of death GP records
		GP health care documentation
		the original copy of the birth certificate
		the marriage certificate, the divorce decree absolute certificate, the death certificate of the deceased spouse
		the foreign death certificate
		acceptance of the notice of interment by the cemetery
		the Insured Person's passport or other personal identification document
	if there was a travel delay on the outward journey	medical certificate of the cause of death
		an official record taken or a certificate issued abroad about the accident and the injury, and the circumstances under which they occurred
		for accidental death: the autopsy report
		proof that the Insured Person checked in and appeared at the time which the tour operator or the transport company specified in the itinerary
	if there was a luggage delay on the outward journey	the original ticket(s) for the delayed flight or passenger shipping service
		an official written certificate issued to the Insured Person's name by the airline or the passenger shipping company (or their agency) and including the reason and the duration of the delay
		the original copy of the official records issued by the airline or the passenger shipping company, or their agency, to the Insured Person's name
		a certificate about the receipt of the luggage issued to the name of the Insured Person, including the exact date and time of delivery
	Finding and rescuing the Insured Person	the original copy of the luggage check-in slip
an original certificate proving that at least one item of the luggage was collected with a delay		
in case interpretation service is used	original certificate, invoice for the costs of tracking down, transporting the Insured Person	
if a bail, lawyer and expert costs/expenses, or costs related to the enforcement of indemnification claims were incurred	certificate of official procedure	
	documents of the offence proceedings or the criminal procedure launched against the Insured Person	
	the original copy of the certificate proving that a bail or similar security was deposited	
	the original copy of the foreign lawyer's invoice	
	the original copy of the expert's invoice	
	the certificate, the original invoice of the costs incurred in connection to enforcing the Insured Person's claim	



K&H optional travel insurance for bankcard The Insurer may request the following documents when settling claims	if an accident was caused to a third person	full medical documentation (diagnosis, medical report, hospital records, medical records), death certificate and the medical certificate of the cause of death, income certificate, sickness benefit certificate, disability, old-age or widow's pension certificate, orphan's allowance certificate, death certificate, autopsy report, birth certificate, marriage certificate, grant of probate, certificate of succession documents, records, original invoices and receipts certifying the occurrence and the amount of the damage
	in the case of accidental death	medical certificate of the cause of death
		birth certificate
		autopsy report
		Hungarian death certificate
		grant of probate
		statement on the heir(s) banking details (including the name of the bank and the bank account number)
		an official record taken or a certificate issued abroad about the accident and the injury, and the circumstances under which they occurred, the accident report, full medical documentation (diagnosis, medical report, hospital records, medical records)
	final certificate of succession or grant of probate	
	if there was an administrative procedure, its outcome (resolution) and records	
	in the case of accidental damage to health	full medical documentation (diagnosis, medical report, hospital records, medical records) of all health care services and treatments provided abroad and in Hungary the resolution of the Social Insurance Agency declaring disability, and the medical expert opinion serving as its basis
		medical certificate confirming personal injury a certification (records) proving that the damage was reported to the transport organisation or the hotel, depending on the circumstances under which it occurred the original copy of the invoice for the costs of replacing documents the data sheet substituting the document, a copy of the cheque proving the amount was paid the original police records and, if available, a police resolution issued to the Insured Person's name; the detailed records drawn up by the transport company or the airline, a certificate of reporting the case to the police or another appropriate authority, records drawn up by authorities the original copy of the invoice issued at the time of purchase for electronic products: an 'Export Licence' complete with the certificate of the customs authorities the original copy of the invoice proving translation costs
	if luggage damage is involved	

The Insured Person and the Injured Party have the right to submit other documents, in addition to those listed above, to prove that the insured event occurred and to certify the extent of the insurance service to be provided, according to the general rules regarding evidence, in order to enforce their claims.

This information is part of the contract terms and conditions of the K&H optional travel insurance for bankcard and is valid in that context.



Data processing information (excerpts)

The Insurer processes personal data only for specified, explicit and legitimate purposes. All data are processed in a legitimate, fair and transparent manner. In its specific data processing operations the Insurer process only such personal data which are appropriate, relevant and necessary for the purpose of the given data processing. The Insurer takes all reasonable measures to maintain the accuracy and completeness of the data it processes and also to delete or correct any inaccurate personal data without delay. The Insurer processes personal data in a form which allows the identification of the data subjects only as long as necessary to achieve the given goals of processing the personal data. The Insurer shall ensure adequate protection of personal data during the entire period of data processing, including protecting them against unauthorised or unlawful processing, accidental loss, destruction or damage. The Insurer is responsible for continuous compliance with the principles of data processing.

Personal data may be processed when the data subject has given their consent, or when it is necessary in order to perform a contract, to comply with a legal obligation, to protect vital interests, to carry out tasks in the public interest or entrusted to the Insurer by public authorities, or to enforce the legitimate interests of the Insurer or a third party.

A data subject's consent remains in effect until revoked. This revocation does not affect the legitimacy of any previous data processing. If the data subject does not make a statement when signing a contract, and if they made a statement concerning the same data protection purpose earlier, their previous statement remains effective.

The Insurer is bound by the obligation of confidentiality with regard to all data - other than classified data - in its possession that pertain to the personal conditions, financial situation and business affairs of its clients, or the contracts of its clients with the Insurer (insurance secret). The Insurer shall be allowed to process the data of its clients which are considered insurance secrets only to the extent that they relate to the relevant insurance contract, its creation and registration, and to the service. Unless otherwise provided for by law, the owners, directors and employees of the Insurer, and all other persons having access to insurance secrets in any way or form during their activities associated with the Insurer shall be subject to the obligation of professional secrecy without any time limitation. Insurance secrets may only be disclosed to third parties subject to the express prior written consent of the Insurer's client to whom they pertain, and this consent shall precisely specify the insurance secrets that may be disclosed, or where there is no obligation of professional secrecy under the Insurance Act. In discharging the obligations delegated by law, or fulfilling its contractual commitments, in order to provide services in compliance with the relevant legislation or as contracted, and to prevent insurance contract-related fraud, the Insurer shall - in order to protect the interest of risk communities - have the right to make requests to other insurance companies with respect to the data processed by those insurance companies.

Data subjects may request information from the Insurance Company on how their data are being processed (right of information), also including the data subject's right to get access to information related to the ongoing processing of their personal data (right of access). Data subject may request the rectification or the erasure of their personal data (*right to rectification, right to be forgotten*). Data subjects may request the restriction of processing their data (right to restriction of processing). Subject to compliance with certain conditions, data subjects have the right to receive their data in a structured, known and machine-processed format from the Insurance Company (right to portability). Data subjects have the right to object to data processing which are necessary in order to carry out tasks in the public interest or entrusted to the Insurance Company by public authorities, or to enforce the legitimate interests of the Insurance Company or a third party; data subjects also have the right to object to processing their data for the purposes of direct marketing (right to object).

If having complaints about data processing, data subjects can contact the Data Protection Officer of the Insurance Company, the Hungarian National Authority for Data Protection and Freedom of Information (registered office: 1125 Budapest, Szilágyi Erzsébet fasor 22/c.) or turn to the court. Legal disputes related to data processing shall be taken to the competent court of law.

This Data Processing Information is an excerpt of the Data Protection Information available on the www.kh.hu/adatvedelem web page. You can find detailed information about specific data processing cases on the homepage.