

Under these insurance terms and conditions (hereinafter “terms and conditions”), UNION Vienna Insurance Group Biztosító Zrt. (hereinafter “the insurer”) provides insurance benefits in connection with the bank cards issued by Erste Bank Hungary Zrt. Issues not regulated herein shall be governed by the applicable Hungarian laws as in effect from time to time.

Chapter I – Definitions

Insurer: UNION Vienna Insurance Group Biztosító Zrt., which assumes the insurance risk and undertakes to provide the benefits specified in these insurance terms and conditions in exchange for the premium paid by the policyholder.

Insurer's agent: assistance partner Europ Assistance Kft., the legal entity acting on the Insurer's behalf to provide assistance services specified in the terms and conditions.

Policyholder: Erste Bank Hungary Zrt.

Bank card agreement: the specific agreement between the policyholder and its customer under which the policyholder issues a bank card to the customer.

Bank card: any MasterCard Standard, MasterCard Standard Currency Card, Visa Classic, Visa Classic Credit Card, MasterCard Standard Credit Card, Visa Business, MasterCard Business, MasterCard Business Currency Card, MasterCard Széchenyi Card, MasterCard Gold, MasterCard Gold Business Card and MasterCard Platinum Credit Card issued by the policyholder.

Cardholder: any natural person holding a valid bank card that satisfies the definition of bank card provided herein, or a bank card agreement for such card.

Insured: any cardholder over 14. Persons in service abroad, those travelling abroad either for more than 30 days (in the case of the Platinum Travel Insurance Package, more than 60 days) or for the purpose of taking a physical job or carrying out work (whether with a work permit or otherwise), and foreign nationals travelling to the country of their citizenship shall not be considered insured.

Beneficiary: the person entitled to the benefits specified in the insurance policy.

Beneficiaries may include the following:

- a person designated by the policyholder in the policy (named beneficiary),
- the possessor of a bearer policy;
- the insured or their heir in cases where a beneficiary has not been named in the insurance policy or where the policy is not valid at the time of the incident occurring.

Under this policy, at the insured's death, the beneficiary will be the insured's heir provided that no other beneficiary has been named for the event of the insured's death. As to the rest of the services, the insured shall be considered the beneficiary. Where the insured is not the same as the policyholder, designation of any beneficiaries requires the insured's written consent. In the absence of such consent, any provisions in the insurance policy for the designation of beneficiaries shall be null and void.

By giving joint written notice to the insurer, the policyholder and the insured may at any time designate beneficiaries other than the originally designated beneficiary.

The designation of a beneficiary shall lose effect if, prior to the incident occurring, the beneficiary dies or is wound up without a legal successor.

Insurance policy: a group contract for travel insurance between the policyholder and the insurer.

Illness: a sudden and unforeseen deterioration of the insured's health (acute disease) which, without immediate medical care, would cause the insured's health to deteriorate further or lead to their death. Cover is excluded for illnesses resulting from complaints, diseases or accidents that have existed within six months prior to commencement of the journey and have been treated by a medical practitioner.

Accident: sudden occurrence, during the period of cover, of a single external stress outside of the insured's control which causes an acute lesion in the human anatomy that is evidenced by a medical specialist to involve injury, medical care or death. **Bodily injuries resulting from illnesses shall not be considered accidents. For the purpose of this condition, accidents shall exclude occupational diseases as well as self-mutilation or suicide committed or attempted by the insured even where at the time of the incident occurring, the insured was not accountable for their actions.**

In respect of accidental death and permanent accidental disability, accidents for the purpose of this condition shall exclude frostbites,

sunstroke, heat exhaustion, drowning, burns caused by quartz or tanning beds, overstrain caused by lifting, spinal disc herniation and other herniations, any infections transmitted by humans, animals or other organisms, and sprains not requiring open surgery.

Time of incident: the time when an illness is diagnosed or the day on which an accident occurs.

Period of insurance: the period of cover, commencing when the card is manufactured and terminating at any of the following times:

- upon expiry of the bank card on the date of expiry at 12 p.m.,
- upon termination of the bank card agreement on the date of termination at 12 p.m.,
- upon the insured's death,
- upon termination of the insurance policy between Erste Bank Hungary Zrt. and the insurer.

Close relative (Hungarian Civil Code, Section 8:1 (1) 1)): shall mean spouses, next of kin, adopted children, stepchildren, foster children, adoptive parents, stepparents, foster parents and siblings.

Relative (Hungarian Civil Code, Section 8:1 (1) 2)): shall mean close relatives, registered partners, spouses of the next of kin, spouse's next of kin and siblings, and spouses of siblings.

Travelling companion: the person travelling together with the insured during the coverage period, who was at the scene when the insured event occurred.

Travel insurance package: all the travel insurance benefits pertaining to the specified bank card included in the insurance coverage.

We differentiate between the following travel insurance packages:

- Standard Travel Insurance Package,
- Business Travel Insurance Package,
- Gold Travel Insurance Package,
- Platinum Travel Insurance Package.

The individual travel insurance packages differ from one another in terms of range of benefits, sums insured and limits.

Chapter II – Scope and premium

1. Insurance

Under these insurance terms and conditions, the insurer undertakes to provide insurance cover in exchange for the insurance premium paid by the policyholder up to the limits specified in the table of benefits in the event of the occurring of any incident under these terms and conditions.

2. Geographical scope and term of cover

2.1. Geographical scope

The cover includes all countries in the world except Hungary and, where the insured is a foreign national, their country or countries of citizenship.

2.2. Term

The period of cover shall commence upon the insured's departure from Hungary and last until their return. The duration of a single stay abroad shall not exceed 30 (in the case of the Platinum Travel Insurance Package 60) consecutive days. At 12:00 p.m. on the thirtieth day (in the case of the Platinum Travel Insurance Package, on the sixtieth day) following commencement of the journey, the cover will expire whether or not the insured has returned to Hungary within this time limit. The cover only includes incidents occurring during the period of insurance.

At the insurer's request, the insured must provide solid evidence of the date and time of their outbound journey.

3. Insurance premium

The insured has no obligation to pay any insurance premium.

4. Insurance benefits

4.1. The insurer shall provide the insurance benefits specified in these terms and conditions.

4.2. A specific period and insured may not be covered by multiple policies under these terms and conditions. Where despite the foregoing, the insured has multiple travel insurances under these terms and conditions, the insurer will provide the benefits only once.

Chapter III – Accident and sickness insurance, assistance

1. Medical assistance and insurance

1.1. It shall qualify as an incident if the insured contracts an illness or has an accident during the period of cover and requires immediate medical care as a result. In the event of an incident occurring, following the emergency call the insurer will provide medical services to the insured and will, under this insurance condition, cover the expenses of medical care provided abroad up to the limits specified in the table of benefits as follows.

1.2. **Medical assistance**

Subject to these terms and conditions, the insurer undertakes the following:

- to send a medical practitioner to the insured's location within the shortest possible time or refer the insured to a medical practitioner by providing the address.
- to arrange for additional specialist or hospital care as required.
- to arrange for patient transport in the case of the insured's immobility.
- to keep up regular communications with the medical practitioner or healthcare institution providing care to the insured.
- to arrange for the insured's repatriation to Hungary and their placement with a healthcare institution in Hungary if allowed by the condition of the insured who is hospitalised or requires continued outpatient care. The time and method of patient transport will be agreed between the insurer and the medical practitioner providing the treatment.
- to provide regular updates on the insured's condition to a person who stays in Hungary and has been designated by the insured.

The insurer will not reimburse the insured for any damages resulting from the curtailment of their journey for health reasons.

1.3. **Medical insurance services**

The insurer will cover the expenses of reasonable and standard care with no choice of physician against the invoice for such expenses, to the extent of the average rates applicable at the place where the medical services are received, up to the limits specified in the table of benefits, provided that the insured immediately notified the insurer or its agent about their need for medical assistance, or, where the insured's condition or the circumstances prevented immediate notification being given to the insurer, the insured reported the medical care within 48 hours of the incident occurring. Where the insured fails to notify the insurer or its agent as specified above, and it results in essential circumstances not being able to be identified, the insurer will reimburse the insured on a subsequent basis for the expenses incurred up to HUF 50,000 against the invoice for such expenses.

If the insured event does not allow the Insured to satisfy their reporting obligation and it is unambiguously justified and documented in the police and/or medical report issued in connection with the insured event, the Insurer may decide (at their sole discretion) to provide compensation for costs in excess of the threshold value mentioned above.

In matters of urgency, the reporting obligations set out in this section shall not apply.

Emergency occurs when:

- the lack of medical help might threaten the life or safety of the Insured or cause irreparable damage to the health or bodily soundness of the insured;
- the Insured shall need immediate medical attendance based on the symptoms displayed (e.g. loss of consciousness, bleeding, acute contiguous illness, high fever, vomiting) or the accident suffered;
- the deterioration of the illness that had existed before the travel shall require urgent medical help.

Exceptions to these are illnesses arising out of alcoholism, drug abuse or the taking of any other narcotic substances.

Based on the above, the insurer will cover the expenses of the following medical services:

- medical examination,
- specialist medical examination,
- medical treatment,
- laboratory tests, X-ray
- hospital treatment until the patient may be repatriated,
- surgery considered urgent in Hungarian medical practice,
- intensive hospital care,
- patient transport and patient repatriation as soon as it is allowed by the insured's condition (the necessity, time and method of repatriation will be determined by the insurer subject to the insured's condition, following consultation with the treating medical practitioner),

- emergency maternity care before week 25 of the pregnancy,
- subsequent reimbursement of the expenses of any medicine purchased by prescription against the original invoice for such expenses,
- lease of artificial limbs, crutches, mobility scooters and other medical equipment and instruments by prescription,
- emergency dental care, direct pain relief treatment, and temporary root canal treatment for a maximum two teeth, each up to the limit specified in the table of benefits.

In respect of the insurer and the insurer's agent the insured shall exempt the medical practitioner or healthcare institution carrying out the examination or treatment from medical confidentiality.

1.4. **Excluded risks**

The insurer shall not cover the following expenses:

- expenses of care that could already be expected at the start of the cover,
- expenses of treatment received as a consequence of a pre-existing health condition at the time of issuing this policy, except for critical lifesaving interventions,
- expenses of services not required for diagnosis or treatment, or of care received for purposes other than acute diseases or other than accidental injuries,
- expenses exceeding the care charges considered reasonable and standard in the place where the service is used,
- additional expenses of hospital treatment or medical care required as a result of a failed repatriation, if such repatriation was possible from a health perspective but failed due to the insured's decision,
- expenses of repatriation required as a result of failed medical care (surgery, hospital treatment) if such care would have been necessary from a health perspective but failed due to the insured's decision,
- expenses incurred as a result of a deliberate failure to comply with medical instructions,
- expenses of repatriation without the insurer's consent,
- expenses of surgery that could be postponed without exceeding a reasonable level of risk,
- expenses of hospital accommodation in one- or two-bed wards or to superior standards,
- expenses of aftercare and rehabilitation,
- expenses of dialysis,
- expenses of psychiatric treatment and treatment resulting from diseases of a psychiatric nature,
- physiotherapy, acupuncture, naturopathic and chiropractic treatments,
- expenses of treatment or care provided by a family member, medical or hospital care required as a result of being under the influence of alcohol (blood alcohol content above 0.8‰) or narcotics, or for reasons attributable to such influence,
- vaccination expenses,
- expenses of screening tests and examinations that could be postponed,
- expenses of care required for sexually transmitted diseases,
- expenses of care required for acquired immune deficiency syndrome (AIDS) or associated diseases,
- cost of contact lenses,
- expenses of medical treatment, medicine or medicinal products prescribed or administered before the period of cover commenced,
- expenses of medical care required as a result of accident occurring in the course of physical work carried out on a professional basis,
- expenses of definitive dental care, mandibular orthopedic treatment, orthodontics, periodontal care, tartar removal, final root canal treatment, prosthetic treatment, crown, bridge,
- expenses of plastic and cosmetic surgery,
- expenses of interventions to facilitate conception,
- expenses of treatment to induce weight loss.

1.5. **Claims settlement**

Where the insured made use of medical assistance after giving notice to the insurer or its agent, the foreign institution (person) providing medical services and care will invoice the insurer or its agent directly. If, following the insurer's approval, the insured paid for medical care where it was provided, the insurer will reimburse the insured in Hungarian forints for any legitimate and approved expenses upon the insured's return to Hungary within 15 business days following receipt of all documents required by the insurer for claims settlement. Should the cost arise in another currency, the basis of the conversion is the middle rate between the Forint and the given currency as published by the Magyar Nemzeti Bank on the date when the cost arose.

Claims settlement requires the following documents:

- full medical documentation including evidence for the urgency of care,
- original invoices for medical care abroad and any statements, prescriptions and hospital certificates produced in connection with the incident,
- full foreign medical documentation on the accident,
- records produced by the foreign police authority or any other official report or certificate on the fact and circumstances of the accident and the injury,
- the type and number of the bank card as confirmed by the policyholder,
- the claim form provided by the insurer and completed by the insured.

The insurer will decide on reimbursement for the expenses of medical care under these terms and conditions based on the medical documentation provided and on the opinion of a medical expert designated by it.

2. Travel assistance and insurance

2.1. Patient visits

Where the insured is eligible for medical services and is in a life-threatening condition or requires hospitalisation for more than 10 days, the insurer will arrange a round trip for a person designated by the insured and whose permanent residence is registered in Hungary (fuel expenses of own passenger car, 2nd class train, or tourist class air ticket where appropriate), cover the expenses of that trip up to the limit specified in the table of benefits, and also arrange for hotel accommodations for the visiting person for a maximum of 5 nights up to the limit specified in the table of benefits.

Cover is not available for the expenses of patient visits made without the insurer's prior consent.

2.2. Early return in the event of death, illness or for other reasons (for Business, Gold and Platinum Travel Insurance Packages only)

Where during the insured's journey abroad, a close relative of the insured, whose permanent residence is registered in Hungary, dies or enters a life-threatening condition, or where the property serving as the insured's permanent residence is burgled or is affected by a natural disaster, the insurer will arrange for the insured's early return and cover the extra expenses of such early return up to the limit specified in the table of benefits, provided that the remaining part of the period of cover is at least 2 days at the time of notifying the insurer.

Cover is not available for the expenses of a return made without the insurer's prior consent.

2.3. Costs of sending a driver (reimbursement of travel expenses in connection with bringing home passenger vehicles, for the Platinum Travel Insurance Package only)

If the insured suffered an accident or fell sick abroad, the insurance company undertakes to arrange the travel of a person designated by the insured from the territory of Hungary to the location of the insured, so that this person could take care of the transportation of the vehicle that is in working condition and is owned by the insured or the holder of the bank account back to Hungary. In order to be able to use this benefit, it is indispensable to have a medical opinion on the hindrance to vehicle driving. The insurance company will reimburse the travelling costs of the designated person to the specified location (fuel expenses of own passenger car, 2nd class train or tourist class air ticket) up to the limit assumed in the table of benefits. The insurance company shall only provide the benefits on the territory of the European Union. The insurance company shall not arrange the assistance for repatriating the passenger car, if such vehicle is not owned by the insured and if it is not clear from the available medical opinion that driving is not allowed for the insured. The benefit does not cover fuel costs and road tolls arising in connection with the repatriation of the passenger car.

Cover is not available for the expenses of any travel made without the insurer's prior consent.

2.4. Extension of stay (for Gold and Platinum Travel Insurance Packages only)

Where the insured is eligible for the medical services and they are advised by a medical practitioner to extend their stay abroad following their release from hospital, or where their return is only possible at a later time for reasons not attributable to them, the insurer will arrange for the insured's hotel accommodation for a maximum of 5 nights up to the limit specified in the table of benefits.

Cover is not available for the expenses of any stay extended without the insurer's consent.

2.5. Claims settlement

The insurer shall settle directly any proven expenses incurred in

connection with travel assistance, subject to the limits provided. Where the insured paid the expenses incurred in connection with incidents and previously approved by the insurer in the place where they were incurred, the insurer will reimburse the insured in Hungarian forints for such expenses within 15 business days of receiving the original invoices, subject to the limits provided.

3. Repatriation of remains

In the event of the insured's death abroad, the insurer will arrange for the repatriation of their remains to Hungary and will cover the expenses of such repatriation including those of a coffin that may be necessary during the process, up to the limit specified in the table of benefits.

In order to arrange for the repatriation of remains, a relative of the insured must submit the following documents to the insurer within the shortest possible time:

- birth certificate,
- death certificate,
- declaration of acceptance from the cemetery.

The insurer may only carry out repatriation if the following documents have been issued by the foreign authorities and have been made available to the insurer:

- document certifying the fact of death,
- official or medical certificate in evidence of the cause of death,
- in the event of an accident, official records to clarify the circumstances of death. Cover shall not be available for the expenses of repatriation arranged without the insurer's consent.

4. Accident insurance

4.1. Independently of medical assistance and medical insurance services, the insurer will pay the accident insurance benefit specified in the table of benefits in the event of the insured's death or permanent disability during the period of cover.

4.2. The insured is eligible to additional sums insured as specified in the table of benefits, if they hold a Gold Travel Insurance Package and die or acquire a permanent disability during the period of cover as a result of being involved as a passenger during their journey abroad in an accident to a means of public transportation.

4.3. Where benefits are paid as a result of accidental death, the insurer will cover funeral expenses against the invoice for such expenses on a subsequent basis up to the limit specified in the table of benefits.

4.4. In the event of the insured's permanent disability resulting from an accident, the insurer will provide benefits commensurate to the degree of disability provided that the degree of disability is at least 25%.

4.5. A permanent disability resulting from an accident is one causing permanent bodily harm to the insured. When its final condition has evolved, the degree of permanent disability resulting from the given accident will be determined by the insurer's medical practitioner based on the medical expert documentation available and the MABISZ accident guidelines, conducting a personal examination as required.

4.6. In the event of a permanent partial disability resulting from a single accident, the total of the payments made is limited to the sum insured (100%) stated for permanent total disability. The degree of permanent accidental disability shall be determined immediately for the loss of organs or limbs and within two years following the accident in any other cases. The insurer will not pay any benefits before the nature, degree and permanence of the disability is clearly established by a medical practitioner. During the assessment of the claim, the insurer may subject the insured to examinations to such an extent and at such a frequency as is medically appropriate.

4.7. Reimbursement of expenses relating to accidents

Where during their stay abroad, the insured incurs telephone or taxi expenses in connection with an accident, the insurer will reimburse reasonable expenses against the invoice for such expenses up to the limit specified in the table of benefits.

4.8. Retraining expenses

Where benefits are paid as a result of a permanent disability of a degree of at least 40% which prevents the insured from pursuing their original occupation, the insurer will reimburse the insured for any reasonable expense of training and retraining required for a new occupation, against the invoice for such expenses up to the limit specified in the table of benefits.

4.9. Where benefits are paid as a result of permanent disability and the insured is required to use a wheelchair, the insurer will reimburse the insured for the expenses of the first wheelchair against the invoice for such expenses up to the limit specified in the table of benefits.

4.10. Daily hospital indemnification (for Platinum Travel Insurance Package only)

If during the period of coverage, the insured suffers a physical injury in an accident that, directly and independently of any other reasons, results in his/her hospital treatment as an inpatient within 30 days after the date of the accident, the insurance company will pay the sum insured as specified in the table of benefits, maximum for the period defined therein. The daily indemnification is the amount that is due to the inpatient insured for every continuous 24 hours.

4.11. **The insurer's exemption**

The insurer will be exempted from the payment of accident insurance benefits in the following cases:

- the death of the insured has been caused by the wilful conduct of the beneficiary,
- the insured is proven to have caused the accident in an unlawful, wilful or grossly negligent manner,
- the insured fails to meet its obligations of reporting damage, notification or cooperation under these terms and conditions, or fails to do so within the relevant time limit, preventing significant circumstances from being established,
- in the event of an accident resulting from the insured's self-exposure to danger (except in an attempt to save human life), suicide, self-mutilation and attempts thereof (regardless of the insured's mental health),
- any accident occurring in the course of or resulting from a violent uprising, public disturbance, or participation in civil disobedience or civil disorder,
- any accident to the insured while being the perpetrator of or an accomplice in a criminal act,
- accidents resulting from sporting activities involving a high degree of risk (including but not exclusively): such as car and motor racing, including test tours and rally racing, as well as rock climbing and mountaineering, the navigation of aircraft, hang-gliding, gliding, parachuting, bungee jumping, caving, white water rafting, diving, hunting and other extreme sports, skiing and snowboarding outside of designated slopes,
- losses incurred in the course of competitive sports activity or work-out.

The accident shall be considered to have been caused by wilful negligence if it occurred

- while the insured was under the influence of alcohol (with blood alcohol content above 0.8‰) or narcotics, and was directly attributable to such influence,
- while the insured was driving a motor vehicle without a driving licence or under the influence of alcohol.

4.12. In terms of health insurance benefits and patient carriage, the insurance company's risk bearing covers the following in the case of the Platinum Travel Insurance Package only: sports accidents occurring during sports activities like rafting and diving up to a depth of 40 meters.

4.13. **Claims settlement**

The accident insurance benefits due to the insured in their life under these terms and conditions will be provided by the insurer to the insured. The accident insurance benefits due in the event of the insured's death will be paid to the beneficiary, or if there are none, to the legitimate heir(s) of the insured.

Claims settlement requires the following documents:

- official records produced by the police authority at the scene of the accident or any other official report or certificate on the fact and circumstances of the accident and the injury,
- autopsy report in the case of accidental death,
- death certificate,
- any official document designating the legitimate heir (certificate of inheritance, grant of probate),
- original invoices for funeral expenses,
- in the case of disability, an expert medical opinion proving the nature and degree of the disability,
- original invoices for the expenses incurred in connection with the accident,
- original invoices associated with retraining expenses,
- original invoice for the wheelchair,
- the type and number of the bank card as confirmed by the policyholder,
- the claim form provided by the insurer.

Chapter IV – Baggage insurance

1. Baggage insurance covers incidents of baggage and clothing carried by the insured from Hungary being stolen or robbed abroad during the period of cover, as well as damage to or destruction of such baggage and clothing as a result of an accident, road accident or natural disaster involving an injury evidenced by a

medical practitioner. For the purposes of these terms and conditions, natural disasters include damage caused by fires, lighting, explosions, landslips, landslides, rockslides, earthquakes measuring at least 5 points on the MsK64 scale, collapses of natural cavities or underground structures, wind storms of at least 15 m/s, rainstorms, flooding, ground water and overflows, hailstorms, avalanches and weight of snow.

2. An incident qualifies a robbery if the perpetrator uses violence against the insured or threatens their life or physical integrity, or causes the insured to become unconscious or incapable of defence in order to attain or keep an item of property.
3. The theft or robbery must be reported to the competent foreign police or other authority, transportation company or hotel within 24 hours of being committed, of which a record must be drawn up.
4. The insurer covers baggage in an amount depreciated to the time of damage up to the limit specified in the table of benefits. In the case of baggage stolen from the boot of a motor vehicle, the insurer will reimburse the insured only where the baggage was locked in the boot secured with a hard case lock, and there is evidence of forced entry. For theft from the locked boot of a motor vehicle, damages will be paid up to 50% of the amount specified in the table of benefits, For cosmetics and toiletry, the cover provided by the insurer is limited to HUF 15,000 in total.
5. **Items excluded from baggage insurance**
The following items are not covered:
 - jewellery, watches, precious metals, objects of art, collections,
 - cash or non-cash payment instruments (e.g. bank or credit cards, service vouchers, ski passes, etc.),
 - savings books, stamps and other securities,
 - fare tickets, documents (except for passports or identity cards, driving licences and registration certificates accepted when crossing borders),
 - noble fur,
 - work equipment, musical instruments (except for the Platinum Travel Insurance Package where the musical instrument is covered up to the limit by baggage insurance item as defined in the table of benefits) sports equipment (except for the Platinum Travel Insurance Package where the sports equipment is covered up to the limit by baggage insurance item as defined in the table of benefits),
 - camcorders, cameras, computers, consumer electronics (e.g. CD players), mobile phones or any other technical appliances including their supplements and accessories, dispatched at the occasion of a flight or stolen from a motor vehicle,
 - contact lenses, glasses and sunglasses,
 - replacement of keys.
6. **Incidents excluded from baggage insurance**
Cover is not available for the following:
 - baggage being lost, misplaced, left or dropped, or theft of items left unattended,
 - items stolen from the passenger compartment of a motor vehicle,
 - baggage that was locked in the boot of a motor vehicle secured with a hard case lock and was stolen between 10:00 p.m. and 6:00 a.m. (local time),
 - failure to immediately secure baggage at the accommodations while travelling by motor vehicle,
 - damage from theft incurred in the course of tenting or camping where tenting or camping takes place outside of officially designated areas,
 - damage to baggage covered by the carrier's liability insurance or any other insurance.
7. **The insurer's exemption**
The insurer will be exempted from payment for damage to baggage in the following cases:
 - the damage was caused in an unlawful, wilful or grossly negligent manner by the insured or a relative residing in the same household with them,
 - the insured failed to meet their obligations to prevent and mitigate damage,
 - the insured provides false data in connection with the incident,
 - the insured fails to meet their obligations of reporting damage and notification, preventing significant circumstances from being established,
 - the insured failed to report the damage from a criminal act to the competent police authority or other authority, transportation authority or hotel immediately but at the latest within 24 hours of the damage being detected.

8. Replacement of travel documents

The insurer will cover the expenses of replacing any passports or identity cards, driving licences and registration certificates accepted when crossing borders which are stolen, lost or damaged during the insured's foreign journey, against the invoice for such expenses up to the limit specified in the table of benefits. Such damages will be charged to the baggage insurance benefit under Section 4.

9. Delayed baggage abroad (for Business, Gold and Platinum Travel Insurance Packages only)

9.1. Where during their outbound journey with an airline or shipping line or their agents, the insured receives their baggage with a delay exceeding 6 hours from the scheduled time of arrival, the insurer will reimburse the insured for the expenses of purchasing any amenities and toiletries that are indispensable and reasonably required during the delay, against the original invoice for such expenses up to the limit specified in the table of benefits, provided that the carrier has not paid damages to the insured.

9.2. Where the baggage is never found, damages paid for delayed baggage will be charged to the baggage insurance benefit. The insured shall report delayed baggage to the carrier and the insurer simultaneously.

A written confirmation from the airline, shipping line or their agents will be required on the duration of the delay.

9.3. Cover shall not be available in the following cases:

- the insured's baggage is delayed on their return to Hungary,
- the baggage is delayed because of a strike staged by the carrier's employees or other organised action that was already underway or had been officially announced before commencement of the journey,
- the baggage is delayed because of a check or inspection carried out by customs or other authorities.

10. Delayed flights (for Business, Gold and Platinum Travel Insurance Packages only)

10.1. Where during the period of cover, the insured travels on a scheduled flight that is delayed for more than 6 hours, the insurer will reimburse the insured for any reasonable expenses resulting from the delay, against the invoice for such expenses up to the sum insured specified in the table of benefits. The insured must report to the insurer any claims arising out of delayed flights within 48 hours of their arrival home. Reasonable expenses shall be limited to the purchase of food and drinks provided that such expenses are incurred as a result of the following:

- delays to or cancellation of the insured's booked and confirmed flight,
- refusal of boarding the insured's booked and confirmed flight due to overbooking,
- delayed arrival of the connecting flight, as a result of which the insured misses the next connection,
- delays to public transportation exceeding one (1) hour, as a result of which the insured misses their flight.

10.2. The insurer will not pay damages for claims where

- a charter flight is used,
- within 6 hours, an appropriate means of alternative transport was available or a connecting flight arrived,
- the insured failed to check in on time, except where the insured was delayed by an unexpected strike,
- the delay is caused by a strike or walkout that was already underway or had been announced before commencement of the journey,
- the delay is due to an order by a civil aviation authority for the withdrawal of the aircraft from service, on which notification was given before commencement of the journey.

10.3. Claims settlement

The insurer will reimburse the insured for damage to baggage, costs arising from the re-obtainment of documents, damage resulting from delayed baggage and delayed flights based on the following documents submitted to the insurer subsequent to the insured's return home:

- the original report or decision of the foreign police to the name of the insured (in the event of theft or robbery, damage to baggage must be reported to the competent foreign police or other authority, or, depending on the circumstances of the incident, to the transportation authority or hotel concerned immediately but within 24 hours of the incident at the latest, requesting a record of the circumstances of the incident to be drawn up, and a decision on the outcome of any proceedings that may be conducted. The record must include an itemised list of the damage including the items of baggage and clothing

stolen, also indicating the amount of the damage.),

- a valid insurance policy and the type of the bank card as confirmed by the policyholder,
- the claim form provided by the insurer and completed by the insured,
- the original invoice for the purchase of the stolen items of baggage and clothing to the name of the insured, in the absence of which the insurer will use average Hungarian prices for the purpose of depreciation,
- any other documents required for the payment of the claim as requested by the insurer,
- the original invoices for the replacement of the travel documents,
- original invoices for the expenses incurred as a result of delayed retrieval of baggage,
- an official certificate on delayed retrieval of baggage,
- a detailed clarification of the circumstances in the case of a delayed flight,
- confirmation of the delayed flight by the airline (confirmation of the delay by the public transportation carrier),
- original invoices for the expenses incurred as a result of the delayed flight.

The insurer will reimburse the insured in Hungarian forints for any legitimate and proven expenses upon the insured's return to Hungary within 15 business days following receipt of all documents required by the insurer for claims settlement.

10.4. Insurance claims for baggage under this insurance policy may be paid on a maximum of 3 occasions per year.

Chapter V – Legal assistance and legal expenses insurance in connection with accidents involving passenger vehicles

1. Legal assistance

Where during the period of cover, proceedings are initiated against the insured on the scene of and in connection with an accident abroad involving a passenger vehicle for a misdemeanour or a negligent offence, the insurer will reimburse the insured for the expenses of such proceedings up to the limit specified in the table of benefits as follows:

- 1.1. The insurer will cover the fees of the lawyer defending the insured, against the invoice for such fees subject to the rates of lawyer' fees considered standard and generally accepted in the place where the service is used, including, where required for the defence, the expenses of the expert commissioned by the lawyer, up to the limit specified in the table of benefits. Cover is not available for choice of lawyer. The insurer will arrange for appropriate defence by means of its agent.
- 1.2. For Business, Gold and Platinum Travel Insurance Packages, the insurer will provide an advance on the bail set for the insured, up to the limit specified in the table of benefits. Within 90 days following the payment of the advance bail, the insured shall repay the full amount of the advance bail to the insurer. Where the amount of the bail is refunded to the insured within 90 days pursuant to the order of the competent authority of the country concerned, the insured shall immediately repay the amount received to the insurer. In the event of the insured's failure to appear in response to a formal summons issued by the competent authority of the country concerned, the bail shall become immediately due and payable. Where the insured fails to repay the bail within the above time limit, the insurer will take legal action to enforce its claim.

2. Exclusions from legal assistance

- the insured caused damage with a motor vehicle driven without the permission of its owner or without a driving licence,
- the insured caused damage with a motor vehicle driven under the influence of alcohol with blood alcohol content above 0.8‰, narcotic drugs or psychotropic substances,
- proceedings against the insured are active on grounds of a wilful criminal act, hit-and-run, or failure to provide help,
- the incident is covered by the insured's legal assistance insurance or liability insurance policy issued previously.

The insurer will cover neither the amount of any fines or penalties imposed on the insured, nor the expenses incurred from criminal investigation and court proceedings.

3. The insurer's exemption

The insurer shall be exempt from its payment obligation in the following cases:

- the insured is proven to have breached its obligation to mitigate damage in an unlawful, wilful or grossly negligent

- manner,
- the insured fails to meet its obligations of reporting damage and notification, preventing significant circumstances from being established.

4. Use of the service

The insured shall notify the insurer's agent of their need for the legal assistance immediately but at the latest within 48 hours following the accident or negligent offence. Use of legal assistance requires the insurer's prior consent. Where in the course of the proceedings, defence is provided by a lawyer other than that designated by the insurer, or the insurer does not approve the lawyer's assistance, the insurer will not cover the expenses.

5. Claims settlement

The insurer or its agent settles directly any expenses incurred in connection with legal assistance, subject to the limits provided. Where the insured paid proven expenses incurred in connection with legal assistance and previously approved by the insurer in the place where they were incurred, the insurer will reimburse the insured in Hungarian Forints for such expenses on a subsequent basis within 15 business days of receiving the original invoices, subject to the limits provided.

Chapter VI – Personal liability insurance

1. Where during the period of cover, a third party suffers a bodily injury or dies as a result of an accident caused by the negligence of the insured, in respect of which a claim for damages is filed against the insured that is substantiated under Hungarian law and the insured would be required to pay damages under Hungarian law, the insurer will indemnify the insured for the medical and funeral expenses incurred, against the invoice for such expenses up to the sum insured as specified in the table of benefits, except where the claim for the damage caused has been settled under another insurance policy. The insurer will not pay any other items of a claim for damages against the insured.

- 1.1. For the purposes of these terms and conditions, medical and funeral expenses include the following types of emergency medical care resulting from an accident: surgery, X-ray, dental care, hospital care, nursing and prostheses, as well as the reasonable and appropriate expenses of funeral services which do not exceed the local rates generally applied. The insurer's cover only includes reimbursement for the above expenses.

The insurer will provide the benefits on condition that a statement is made by the insured in official proceedings concerning their liability, and a final court judgement is passed in which the insured's liability for damages is established.

The injured party's claim for damages may only be effectively admitted, satisfied and settled by the insured in respect of the insurer with the insurer's prior consent to or subsequent acknowledgement of the same. The insured may only be effectively condemned in a court judgement in respect of the insurer if the insurer has been a party to the proceedings, arranged for the representation of the insured, or waived the same.

1.2. The insurer will not pay damages for claims arising out of any of the following either directly or indirectly:

- material damage (damage to or loss or destruction of assets),
- non-material damage,
- damage the severity of which exceeds the insured's statutory liability,
- obligations undertaken in a contract or unilateral statement,
- damage caused by the insured by committing a crime,
- damage caused by the insured by pursuing an activity which requires an official licence and which the insured pursued without such licence,
- incidents wilfully caused by the insured or damage caused by activities of risk to the human environment,
- damage caused in connection with the insured's professional or business activities,
- damage resulting from liability for any real property, vessel or aircraft owned, possessed, leased or let by the insured,
- damage resulting from liability for the possession, maintenance, use as well as loading and unloading of motor vehicles and other engine-driven means of road transport, vessels or aircraft,
- damage resulting from liability for the transmission of infectious diseases by the insured,
- damage resulting from liability for sexual abuse, physical violence or psychological pressure,
- damage resulting from liability for the use, sale, production, distribution,, transportation or possession of substances which the relevant authority has classified as narcotics,

- claims for damages brought against the insured by a family member, travelling companion, or a family member of a travelling companion,
- damage caused to a close relative or a person employed by the insured,
- damage resulting from injuries caused by firearms,
- damage resulting from liability for the ownership of animals.

1.3. Conditions for claims payment:

The insured shall notify the insurer of the incident immediately but at the latest within 48 hours of becoming aware of the incident, indicating the following:

- a) the name and precise address of the injured party,
- b) the extent of the damage and the place and time of its occurrence,
- c) a description of the incident and the record drawn up on the scene of the accident,
- d) complete and detailed medical documentation of the bodily injury of the injured party,
- e) a statement by the insured on their acceptance or denial of liability,
- f) where official proceedings have been instituted, the reference number of the proceedings, the decision taken, and the name and address of the competent authority,
- g) all available information and documents relating to the incident,
- h) the claim form provided by the insurer.

- 1.4. The insured shall supply the information required by the insurer to provide the benefits, assist the insurer with the determination of the amount of the damage caused, with the settlement of the damage, and with preventing the payment of claims for damages without a legal basis.

- 1.5. The insurer shall not be obliged in the event that the insured's failure to meet the above obligations prevents significant circumstances (e.g. the occurrence, time and cause of the incident, the extent of the damage caused, the circumstances affecting the insurer's service) from being established.

- 1.6. Where the insured fails to meet their obligation to report damage within the time limit provided for reasons attributable to them, the insurer will not cover the default interest.

- 1.7. The insurer may demand that the insured refund the damages paid where the insured is subsequently proven to have caused the damage in an unlawful, wilful or grossly negligent manner.

Chapter VII – Obligations of the parties, general exemptions, exclusions

1. Obligations of the insured

The insured shall

1.1. Disclosure and notification of changes

The policyholder and the insured are both subject to the duty of disclosure and the obligation to notify changes.

The obligation of disclosure comprises the obligation of the policyholder and the insured to disclose to the insurer any circumstances and data relevant to the insurer's acceptance of risk which they were aware of or were expected to be aware of at the time of the proposal. The party concerned fulfils their obligation of disclosure by providing complete and true answers to the insurer's written questions. Failure to answer a question in itself does not constitute a breach of the duty of disclosure.

The insurer has the right to verify the data provided. The insurer requires the insured to make a specific statement on exemptions from medical confidentiality in respect of the insurer's claims settlement agencies.

During the period of insurance, the policyholder and the insured are under an obligation to give written notification to the insurer about changes concerning any significant circumstances specified in the policy.

In the event of a breach of the duty of disclosure or the obligation to notify changes, the insurer will not be obliged except where the policyholder proves that the concealed or unreported circumstance was known to the insurer upon issuance of the policy, or such circumstance did not contribute to the occurrence of the incident.

1.2. Obligations to prevent and mitigate damage

The insured shall do all that can be expected from him/her in order to prevent or avoid the occurrence of the insured event, or to prevent and mitigate damages. The insurance company will not reimburse the portion of the damages derived from a situation where the insured fails to fulfil his/her obligation to mitigate damages.

2. Excluded risks

The insurer shall not be obliged to provide any benefits where an incident is caused by any of the following circumstances:

- liable damage caused to third parties by the insured except for liable damage as specified in Chapter VI of these terms and conditions,
- incidents directly or indirectly attributable to radiation that qualifies as ionising under law, or to nuclear energy,
- incidents associated directly or indirectly with acts of war, civil war, combat, terrorism, uprising, rioting or public disorder,
- liable damage resulting from the medical malpractice of the provider commissioned by the insurer,
- accidents resulting from sporting activities involving a high degree of risk (including but not exclusively): such as car and motor racing, including test tours and rally racing, as well as rock climbing and mountaineering, the navigation of aircrafts, hang-gliding, gliding, parachuting, bungee jumping, caving, white water rafting, diving, hunting and other extreme sports, skiing and snowboarding outside of designated slopes,
- losses incurred in the course of competitive sports activity or work-out.

The insurer will not pay claims (grievance fees) arising out of the infringement of personality rights in connection with incidents.

Chapter VIII – Miscellaneous provisions

1. Limitation

The limitation period of any claim arising out of these terms and conditions shall be two years from the incident occurring.

2. Governing law and dispute resolution

This insurance contract shall be governed by the provisions of Hungarian law. The parties may apply to the court with general competence and jurisdiction for the adjudication of legal disputes arising out of the insurance contract and the legal relations between the parties. The language of the proceedings shall be Hungarian.

The policyholder and the insurer are bound to make every effort to settle any disagreements or disputes that may arise between them in the scope of or in connection with the contract amicably, by direct negotiation.

3. Complaints administration

Please report any complaints concerning the insurer's service to the insurer:

- a) in writing UNION Vienna Insurance Group Biztosító Zrt. H-1380 Budapest, Pf. 1076.
- b) by phone: (+36-1) 486 4343
- c) via e-mail: ugyfelszolgalat@union.hu
- d) in person: customer service of UNION Vienna Insurance Group Biztosító Zrt.: 1134 Budapest, Váci út 33..

Any changes to the above contact information occurring after the issue of the policy will be published by the insurer on his website.

The insurer's supervisory authority is:
Magyar Nemzeti Bank (Central Bank of Hungary)
1054 Budapest, Szabadság tér 8-9;
central phone number (+36-1) 428-2600

Other forums for the enforcement of rights:
In case the insured disagrees with the response to his/her complaint submitted to the insurer, the insured may

- with complaints concerning inquiries into the violation of consumer protection provisions under Act CXXXIX of 2013 on the National Bank of Hungary, contact the National Bank of Hungary (mailing address:

Magyar Nemzeti Bank (Central Bank of Hungary)
1534 Budapest BKKP P.O.B. 777
blue line with local charges: (+36-80) 203-776;
web: felugyelet.mnb.hu;
e-mail: ugyfelszolgalat@mnb.hu

- with complaints concerning the issuance, validity, legal effects and termination of the policy, as well as breaches of contract and their legal effects, contact the Financial Arbitration Board (mailing address: H-1525 Budapest BKKP P.O.B. 172; Phone: (+36-80) 203-776; e-mail: ugyfelszolgalat@mnb.hu) or a court of law according to the rules of civil procedure.

The resolution of complaints does not substitute litigation.

The insurer will publish on its website any changes to the above contact information occurring after the conclusion of the contract. The insurer's web site is available at www.union.hu.

4. Claims reporting

4.1. Incidents occurring abroad requiring medical assistance or relating to legal assistance

Within 48 hours of the incident occurring, call the insurer's agent Europ Assistance Magyarország Kft. at its 24/7 Hungarian helpline (36) 1 458 4465, state your name, date of birth, mother's name, residence, then describe the nature of the issue. The insurer's agent will assist you with incidents occurring abroad, including:

- arrangements for medical care in the event of an illness or accident (deployment of a medical practitioner, communication with the hospital, treating medical practitioner, the insured and the insured's relatives),
- arrangements for patient transport and the repatriation of the patient or their remains,
- arrangements for assistance services relating to medical care (patient visits, extended stay, early return),
- arrangements for services relating to legal assistance (appointment of a lawyer).

Consideration for the services arranged by the agent is paid directly to the providers up to the amounts specified in the table of benefits.

Where the insured fails to notify the insurer's agent specified above, the insurer will reimburse the insured on a subsequent basis for the expenses incurred up to HUF 50,000 (except for the case specified in Section 3.1.3 above), against the invoice for such expenses.

4.2. Incidents occurring abroad and requiring subsequent claims settlement will be settled at the insurer:

in person: UNION Vienna Insurance Group Biztosító Zrt.
1134 Budapest, Váci út 33. phone: (+36-1) 486 4343
in writing: H-1380 Budapest, Pf. 1076.

Following the insured's return to Hungary, within 15 business days of receipt of all documents required by the insurer for claims settlement, the insurer will reimburse the insured in Hungarian forints for any legitimate expenses incurred in connection with the incidents listed below:

- invoices paid in connection with medical care and legal assistance according to the terms and conditions,
- benefits relating to accident insurance,
- claims for damages relating to baggage insurance, delayed baggage and delayed flights,
- personally liable damage.

5. Miscellaneous

From 2017, the insurance company will disclose its report on its solvency and financial situation on its website (www.union.hu) in the manner and at the time defined by the legal provisions.

UNION Vienna Insurance Group Biztosító Zrt.

Benefits	Sums insured (maximum amounts in HUF)			
	I) Standard Travel Insurance Package	II) Business Travel Insurance Package	III) Gold Travel Insurance Package	IV) Platinum Travel Insurance Package
	MasterCard Standard, MasterCard Standard Currency Card, Visa Classic, Visa Classic Credit Card, MasterCard Standard Credit Card	Visa Business, MasterCard Business, MasterCard Business Currency Card, MasterCard Széchenyi Card	MasterCard Gold, MasterCard Gold Business	MasterCard Platinum Credit Card
Medical insurance				
accident	3,000,000	7,000,000	9,000,000	20,000,000
illness	3,000,000	7,000,000	9,000,000	15,000,000
emergency dental care	100,000	100,000	100,000	150,000
limit per tooth	50,000	50,000	50,000	50,000
repatriation of remains	Unlimited	Unlimited	Unlimited	Unlimited
reimbursement for expenses of coffin	500,000	500,000	500,000	1,000,000
Travel assistance and insurance				
patient transport, repatriation	Unlimited	Unlimited	Unlimited	Unlimited
arrangements for patient visits				
– travel expenses	100,000	200,000	200,000	250,000
– hotel accommodations for up to 5 days	15,000 per night	20,000 per night	20,000 per night	20,000 per night
arrangements for early return				
– additional travel expenses	---	100,000	150,000	200,000
extension of stay				
– travel expenses	---	---	100,000	100,000
– hotel accommodations for up to 5 days	---	---	20,000 per night	20,000 per night
Accident insurance				
accidental death	3,000,000	4,000,000	4,000,000	10,000,000
accidental death resulting from an accident to a means of public transport	---	---	2,000,000	---
funeral expenses	500,000	500,000	500,000	500,000
for permanent accidental disability, the proportion of the sum insured	3,000,000	4,000,000	4,000,000	10,000,000
corresponding to the degree of disability				
accidental disability resulting from an accident to a means of public transport	---	---	2,000,000	---
daily hospital indemnification in the case of accidents, for max. 10 days, daily	---	---	---	10,000
expenses relating to accidents (telephone, taxi)	20,000	20,000	20,000	50,000
retraining expenses in the case of permanent total disability	500,000	500,000	500,000	500,000
expense of wheelchair	500,000	500,000	500,000	500,000
Baggage insurance	50,000	150,000	150,000	300,000
limit per item	50,000	80,000	80,000	100,000
limit per item for sports equipment	---	---	---	50,000
replacement of travel documents	20,000	20,000	20,000	100%
Baggage delays abroad (delays exceeding 6 hours)	---	50,000	50,000	100,000
Delayed flights (delays exceeding 6 hours)	---	20,000	20,000	100,000
Costs of sending a driver (reimbursement of travel expenses in connection with repatriating passenger vehicles)	---	---	---	100,000
Legal assistance and legal expenses insurance in connection with accidents to motor vehicles				
lawyer's expenses	500,000	1,000,000	2,000,000	2,000,000
bail advance	---	1,000,000	2,000,000	2,000,000
Personal liability insurance	500,000	1,000,000	2,000,000	2,000,000

Annex 1.

Data Processing Information Document

UNION Vienna Insurance Group Biztosító Zrt (hereinafter: "Insurer"), as controller uses this data processing information document to notify data subjects prior to the start of data processing about the purpose, legal basis, the duration of data processing and the scope of the data processed, the rights of data subjects related to data processing as well as the legal remedies available.

The Insurer accepts the contents of this data processing information document as binding, and undertakes to ensure that all the data processing relating to its activity complies with the requirements set out in this information document and the effective legal regulations, in particular in the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("General Data Protection Regulation" or "GDPR"), Act CXII of 2011 on Informational Self-Determination and Freedom of Information (hereinafter: "Privacy Act") and Act LXXXVIII of 2014 on the Business of Insurance (hereinafter: "Insurance Act").

The Insurer reserves the right to amend this information document, of which it notifies data subjects in due time through its website (www.union.hu). Please note that you may visit the website and browse the Insurer's products and services without providing any personal data.

Data controller: UNION Vienna Insurance Group Biztosító Zrt.
Registered office of the Company: 1082 Budapest, Baross u. 1.
Company registration number: 01-10-041566
Tax No.: 10491984-4-44.
Registered by: Court of Registration of the Metropolitan Court of Budapest
Mailing address: 1380 Budapest, Pf. 1076
Name and contact details of the Data Protection Officer of UNION Vienna Insurance Group Biztosító Zrt.:
Dr. Lívia Soós – 1082 Budapest, Baross u. 1
E-mail address: adatvedelem@union.hu
Mailing address: 1380 Budapest, Pf. 1076
Telephone number: +36 1 484 1702

I. GENERAL PROVISIONS

Personal data may be stored and processed at the Insurer's registered office, business site, the sites of data processing service providers and reinsurers as well as the sites of partners potentially performing joint processing with the Insurer, within the territory of the European Economic Area.

The Insurer shall establish its personal data processing activities in such a manner that they comply with the data processing principles set out in Article 5 of the General Data Protection Regulation, i.e. they ensure the lawfulness, fairness and transparency, purpose limitation, data minimisation, the accuracy, storage limitation and confidentiality of data processing. The Insurer is liable and may be held accountable for the implementation of these principles.

The Insurer and the insurance intermediary is entitled to process customer data qualifying as confidential insurance information, which relate to the insurance policy, the conclusion, registration thereof and the service.

Data processing for reasons other than those set out above may only be performed by the Insurer or insurance intermediary subject to the customer's prior consent. The customer shall not suffer any disadvantage or advantage, whether the consent is granted or not.

In line with the provisions of the Insurance Act, data relating to deceased persons shall be processed subject to the applicable legal provisions on personal data processing. In respect of data that may be associated with a deceased person, the rights of the deceased person may also be exercised by the heir of the deceased person or the beneficiary named in the insurance contract. Our Company also processes personal data for the purposes pursuant to the legitimate interest stipulated in Article 6 (1) f) of the GDPR. The so-called balancing-of-interest test has been completed by our Company to apply such legal ground. The balancing-of-interest test is a three-phase process, during which the Insurer's legitimate interest as well as the data subjects' interests, fundamental rights and freedoms serving as the counterpoint of weighting has to be identified, and finally based on the weighting, it has to be determined whether the personal data can be processed.

The balancing-of-interest tests, carried out for the various data processing activities based on legitimate interest as specified in this information document, is available to data subject on our Company's website, on the Data Protection page, the results of such tests may be

determined, while they reveal why the personal data processing restricts the fundamental rights and freedoms of data subjects proportionately. Comprehensive information on exercising the data subject's rights is set out in "Section III - Rights of Data Subjects, Legal Remedies", and the specific data subjects' rights typical of certain data processing activities are highlighted.

Definitions

- "Personal data"** means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- "Special categories of personal data"** Processing of personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation shall be prohibited. Personal data relating to the determination of criminal liability and criminal offences also qualify as a special category of personal data and, furthermore, the personal data of children also fall under increased protection.
- "Personal data breach"** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed.
- "Processing"** means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- "Restriction of processing"** means marking stored personal data with the aim of restricting their processing in the future.
- "Profiling"** means any form of automated processing of personal data consisting of the use of personal data to evaluate certain personal aspects relating to a natural person, in particular to analyse or predict aspects concerning that natural person's performance at work, economic situation, health, personal preferences, interests, reliability, behaviour, location or movements.
- "Pseudonymisation"** means the processing of personal data in such a manner that the personal data can no longer be attributed to a specific data subject without the use of additional information, provided that such additional information is kept separately and is subject to technical and organisational measures to ensure that the personal data are not attributed to an identified or identifiable natural person.
- "Filing system"** means any structured set of personal data which are accessible according to specific criteria, whether centralised, decentralised or dispersed on a functional or geographical basis.
- "Controller"** means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data; where the purposes and means of such processing are determined by Union or Member State law, the Insurer or the specific criteria for its nomination may be provided for by Union or Member State law.
- "Processor"**: a natural or legal person, public authority, agency or other body which processes personal data on behalf of the Insurer.
- "Recipient"** means a natural or legal person, public authority, agency or another body, to which the personal data are disclosed, whether a third party or not. However, public authorities which may receive personal data in the framework of a particular inquiry in accordance with Union or Member State law shall not be regarded as recipients; the processing of those data by those public authorities shall be in compliance with the applicable data protection rules according to the purposes of the processing.
- "Third party"** means a natural or legal person, public authority, agency or body other than the data subject, Insurer, processor and persons who, under the direct authority of the Insurer or processor, are authorised to process personal data.
- "Consent"** of the data subject means any freely given, specific, informed and unambiguous indication of the data subject's wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the processing of personal data relating to him or her.
- "Genetic data"** means personal data relating to the inherited or acquired genetic characteristics of a natural person which give unique information about the physiology or the health of that natural person and which result, in particular, from an analysis of a biological sample from the natural person in question.
- "Biometric data"** means personal data resulting from specific technical processing relating to the physical, physiological or behavioural

characteristics of a natural person, which allow or confirm the unique identification of that natural person, such as facial images or dactyloscopic data.

16. "Data concerning health" means personal data related to the physical or mental health of a natural person, including the provision of health care services, which reveal information about his or her health status.

17. "Enterprise": a natural or legal person engaged in an economic activity, irrespective of its legal form, including partnerships or associations regularly engaged in an economic activity.

18. "Group of undertakings" means a controlling undertaking and its controlled undertakings.

19. "Binding corporate rules": personal data protection policies which are adhered to by a controller or processor established on the territory of a Member State for transfers or a set of transfers of personal data to a controller or processor in one or more third countries within a group of undertakings, or group of enterprises engaged in a joint economic activity.

20. "Supervisory authority" means an independent public authority which is established by a Member State pursuant to Article 51.

21. "Confidential insurance information" means all data, other than classified information, in the possession of the Insurer and the insurance intermediaries that pertain to the personal circumstances, financial situations and business affairs of their customers or their contracts concluded with the Insurer. Personal data provided by the Insured in any form, including personal data related to health condition, shall be processed by the Insurer, the insurance intermediary and the reinsurer as confidential insurance information. Such data qualify as confidential insurance information for both existing and already terminated insurance policies.

22. "Direct marketing" means the combination of information provision activities and supplementary services performed and provided by means of direct marketing, whose purpose is to send advertising (as defined in Section 3 d) of Act XLVIII of 2008 on Essential Conditions of and Certain Limitations to Business Advertising Activity (hereinafter: Advertising Act)) directly related to the sale of products or services and sales promotions, to consumers and commercial partners (hereinafter jointly: customers).

23. "Healthcare Data Act" Act XLVII of 1997 on the Processing and Protection of Healthcare Data and Associated Personal Data.

24. "Accounting Act" Act C of 2000 on Accounting.

25. "Anti-Money Laundering Act" Act LIII of 2017 on the Prevention and Combating of Money Laundering and Terrorist Financing.

26. "E-Commerce Act" Act CVIII of 2001 on Certain Issues of Electronic Commerce Services and Information Society-related Services (hereinafter: E-Commerce Act).

27. "Advertising Act" Act XLVIII of 2008 on Essential Conditions of and Certain Limitations to Business Advertising Activity.

28. "Distance Marketing Act" Act XXV of 2005 on the Distance Marketing of Financial Sector Contracts.

29. "Security Services Act" Act CXXXIII of 2005 on Security Services and the Activities of Private Investigators.

30. "Civil Code" Act V of 2013 on the Civil Code.

II. VARIOUS DATA PROCESSING ACTIVITIES

1. Data processing related to insurance policies

Conclusion and maintenance of insurance policies

Purpose of data processing: Conclusion of insurance policies, amendment and maintenance of existing insurance policies, and the determination of premiums and receivables related to insurance policies.

Legal grounds for data processing: honouring the insurance policy.

Categories of data processed: name, name at birth, mother's name at birth, telephone number, email address, permanent address, temporary address, date of birth, place of birth, policy number, data pertaining to the policy, data relating to premium payment, outstanding premiums, identification data relating to the subject of insurance (motor vehicle, real estate, other assets), technical features and characteristics.

Data retention time: The Insurer and insurance intermediary processes confidential insurance information pertaining to the customer during the term of insurance and the agency agreement for said terms and as long as a claim may be enforced in respect of the insurance relationship. Documents qualifying as accounting documents created in relation to the conclusion and registration of the insurance policy and in relation to the insurance service are retained by the Insurer for 8 years pursuant to Section 169 of the Accounting Act. The data of customers to be identified by the Insurer pursuant to its customer due diligence obligation as set out in Section 57 (2) of the Anti-Money Laundering Act are retained by the Insurer for 8 years from the termination of the insurance policy or the execution of the transaction order.

Personal data related to insurance policies not concluded are processed by the Insurer as long as claims may be enforced in connection with the

frustration of the policy. In this respect, the limitation periods set out in the Civil Code apply to data retention.

The Insurer and insurance intermediary shall delete all personal data relating to its customers, former customers or unrealised policies where the purpose of data processing no longer exists, where the data subject's consent to processing is not available, or where there are no statutory legal grounds for processing.

Data subject's rights related to data processing: in relation to data processing, you are entitled to exercise your right to access and rectification, and may also request a copy of the personal data provided by you to the Insurer (data portability).

Processing of health data related to insurance policies

The Insurer also processes special categories of personal data (health data) as set out in Article 9 of the GDPR, in respect of the conclusion and maintenance of insurance policies and in relation to insurance incidents and losses. These data are processed by the Insurer pursuant to Section 4 (3) of the Healthcare Data Act, **with the data subject's explicit and written consent.**

The processing of such data is primarily required for health risk assessment purposes prior to the conclusion of certain – life insurance-type – insurance policies (*see: Section II. 2 Data processing prior to the conclusion of the policy, Health risk analysis and assessment*) or for the assessment of service needs/claim for benefits upon the occurrence of an incident (accident, health deterioration, death, use of health insurance service) (*see: Section II.5 Data processing related to claims administration, insured events and claims reporting forms*).

In processing health data, the Insurer pays particular attention to only ask the data subjects to disclose data that are essential to comply with the obligations related to the insurance policy. Health data disclosed by the data subject is treated as highly confidential by the Insurer.

Please be informed that if you withdraw or refuse your consent to the processing of your health data, the Insurer is unable to sell you insurance products or maintain insurance policies, prior to the conclusion or maintenance or potential claim settlement of which the processing of health data is required with a view to the fact that the conclusion or maintenance of the insurance thus becomes impossible.

Data transfer to reinsurers

Pursuant to the Insurance Act, the reinsurer is entitled to receive and process your confidential insurance information. Therefore in the case of certain insurance product types, the Insurer transfers personal data constituting confidential insurance information to the reinsurer.

What is reinsurance? Reinsurance is a means to safely handle risks assumed by the insurer. A contract concluded by the insurer with another insurer, pursuant to which the reinsurer agrees to assume part of the damage in exchange for a part of the premium collected. It is a method particularly suitable to handle large or multiple (disaster) losses.

Personal data transferred to the reinsurer: name, date of birth, policy number, premium of insurance policy, insured amount, incidents related to the insurance policy, as well as the documents supporting such incidents.

The list of reinsurers involved in data transfer is available at the website www.union.hu/adatvedelem.

Data subject's rights related to data processing: in relation to data processing, you have the right and opportunity to request further information regarding the categories of your personal data being transferred and regarding the reinsurance companies to which data are transferred in relation to your insurance policy.

Role of insurance intermediaries in data processing related to insurance policies

Pursuant to the Insurance Act, the insurance intermediary is entitled to receive and process your confidential insurance information. In possession of such authorisation, the Insurer also transfers personal data to the insurance intermediary through which you have concluded your insurance policy (or to which insurance intermediary your contract has been transferred to after conclusion) for the purpose of the insurance intermediary performing the tasks related to portfolio maintenance, and to perform the tasks related to financial (commission) settlement between the Insurer and the insurance intermediary.

Tied agents commissioned by the Insurer qualify as data processors for the Insurer, such tied agents are registered in the insurance intermediary registry kept by the National Bank of Hungary.

Multi-agents and brokers intermediating the insurance products qualify as independent controllers.

Categories of personal data transferred to insurance intermediaries: name, identification data, policy number, premium of insurance policy, data relating to premium payment, outstanding premiums.

Retention of data by insurance intermediaries: Reinsurers may process personal data and confidential insurance information for a period

identical with that for which the Insurer is entitled to process personal data, that is during the term of the insurance policy and as long as claims may be exercised in relation to the insurance relationship or until the legal relationship between the insurance intermediary and the Insurer is terminated.

Data subject's rights related to data processing: As a general rule, the Insurer sends your personal data to the insurance intermediary through which you have taken out your insurance. You are entitled to exercise your right to access and request rectification in relation to this data processing activity as well.

Financial risk analysis and assessment

Prior to concluding the insurance policy, the Insurer checks all previous outstanding premiums, if any, of its customers or, in the case of larger amount insurance, the customer's capacity to pay the premium in the future, as well as to identify larger amount payments and claims for benefits during the insurance term that suggest fraud.

Purpose of data processing: To assess the customer's premium payment capacity, to assess claims for benefits and to uncover fraud.

Legal grounds for data processing: the Insurer's legitimate interest. The Insurer has carried out the balancing-of-interest test substantiating its legitimate interests, based on which it can be determined that data subjects' rights and freedoms have not been disproportionately restricted, and that data processing is necessary and proportionate.

Data categories processed: identification data of the natural person, premium payment data of previous policies, data on permanent income.

Data retention time: The data used for financial risk analysis are retained for a period equal to the retention period of data related to the conclusion and maintenance of the insurance policy (see: Section II.1 Conclusion and maintenance of insurance policies).

Data subject's rights related to data processing: in relation to data processing, you are entitled to exercise your right to access and request rectification as well as to object to the given data processing (right to object).

2. Data processing prior to the conclusion of a policy

Compliance and suitability test for insurance-linked investment products

Pursuant to Section 166/E (1) of the Insurance Act, the Insurer shall obtain the necessary information regarding the customer's or potential customer's knowledge and experience in the investment field relevant to the specific type of insurance product, their financial situation including their ability to bear losses, and their investment objectives and risk tolerance, so as to be able to recommend the insurance-based investment products that are suitable for them. The Insurer complies with this legal obligation with a compliance and suitability test, which assesses the investment knowledge, investment objectives and current financial situation of potential customers, thus personal data are disclosed to the Insurer and the insurance intermediary used.

Pursuant to the provisions of the Insurance Act, insurance-based investment products may only be sold if accompanied with a consultation service, which requires the use of the test results.

Legal grounds for data processing: compliance with the legal obligation set out in Section 166/E (1) of the Insurance Act.

Data categories processed: customer's name, mother's name at birth, place of birth, date of birth, data relating to financial knowledge, risk appetite and past investments.

Data retention time: The Insurer is entitled to use the information provided in the test for 60 days following the completion of the test, for the purposes of drawing up a life insurance offer.

If, on the basis of the test results, within the 60 days the Insurer fails to make an offer to the potential customer to conclude an insurance policy, or if no insurance-based investment products can be offered to the potential customer, the Insurer destroys the paper-based test.

If, on the basis of the results of the test, the Insurer makes an offer to the potential customer to conclude an insurance policy and such insurance policy is concluded, the compliance and suitability test is retained as part of such policy.

Data subject's rights related to data processing: in relation to data processing, you are entitled to exercise your right to access and request rectification.

Needs assessment

Pursuant to Section 153 (1) of the Insurance Act, before a life insurance policy is concluded, not including net risk life insurance policies that contain no savings elements, which are offered by a financial institution in connection with financial services it provides, or where the sum insured is less than HUF 1 million, the Insurer or the insurance intermediary shall assess customer needs or at least clarify such needs and requirements based on information provided by the customer. The data provided as part of the needs assessment is processed by the Insurer as confidential insurance information.

The purpose of data processing: clarification of customer needs, offering a suitable insurance product.

Legal grounds for data processing: compliance with the legal obligation set out in Section 153 (1) of the Insurance Act.

Data categories processed: customer's name, mother's name, place of birth, date of birth, reasons and objectives of concluding the insurance policy, savings and financial goals, data relating to risk appetite, rate and method of premium payment.

Data retention time: The Insurer is entitled to use the information provided in the needs assessment for 60 days following the completion of the assessment, for the purposes of drawing up a life insurance offer. If, on the basis of the results of the needs assessment, within the 60 days the Insurer fails to make an offer to the customer to conclude an insurance policy, the Insurer destroys the paper-based test and deletes the electronically recorded needs assessment from its system.

If, on the basis of the results of the needs assessment, the Insurer makes an offer to the potential customer to conclude an insurance policy and such insurance policy is concluded, the needs assessment is retained as part of such policy.

Data subject's rights related to data processing: in relation to data processing, you are entitled to exercise your right to access and request rectification.

Strategic financial questionnaire

The Insurer and its designated intermediaries are entitled to assess the financial situation of potential customers through a strategic financial questionnaire for the purpose of drawing up offers related insurance and other products intermediated by the Insurer, to be able to offer such customers the most suitable insurance product.

The purpose of data processing: to facilitate the selection of the insurance product most suited to the customer's needs.

Legal grounds for data processing: the data subject's consent. The insurance policy may also be concluded even if consent is refused. In such cases, the insurance intermediaries in contact with the Insurer offer insurance products suited to your needs without completing the questionnaire.

Data categories processed: customer's name, permanent address and postal address, date of birth, telephone number, email address, data relating to family status, academic qualifications, financial situation and savings, individual goals, data and technical parameters relating to asset to be insured.

Data retention time: The Insurer and the insurance intermediary, for the purpose of achieving the goal of data processing, process the data to the extent and for the duration required thereto or until the consent is withdrawn. Data subjects may withdraw their consent at any time, without justification, by sending a notice to this effect to the email address dm@union.hu or by mail to the Insurer's mailing address.

Data subject's rights related to data processing: in relation to data processing, you are entitled to exercise your right to access and rectification, and may also request a copy of the personal data provided by you to the Insurer (data portability).

You are also entitled to withdraw the consent needed to complete the questionnaire at any time, and request the erasure of data in the questionnaire (right to erasure), in which case the questionnaire is destroyed by the Insurer and the insurance intermediary.

Health risk analysis and assessment

Prior to the conclusion of life insurance and health insurance-type insurance policies, the Insurer requests information relating to the health condition of its customers, in order to determine a premium proportionate to the assessed risk and to assess the needs related to the use of the service.

The depth of such medical examinations may range from completing the health questionnaire based on the data subject's responses to specialist examinations, depending on the insured amount and insurance product. In processing such health data, the Insurer pays particular attention to only ask data subjects to disclose health data that are absolutely necessary to determine the risk related to the given insurance product and to assess the claim for benefits. The health data disclosed by the data subject or generated on the basis of medical examinations, as well as the diagnoses supporting such examinations, are treated as highly confidential by the Insurer.

Purpose of data processing: To assess and evaluate the risks arising from the customer's health condition, and to determine an insurance premium proportionate to such risks.

Legal grounds for data processing: the data subject's **explicit consent**.

Data categories processed: identification data of a natural person, social security number, responses given to healthcare questionnaire, health data, medical records substantiating health data, medical diagnoses and notes.

Data retention time: In the case of policies concluded, health data are

retained for a period equal to the retention period of data related to the conclusion and maintenance of such insurance policy (see: Section II.1 Conclusion and maintenance of insurance policies).

Health data related to unrealised contracts are processed for the purpose of exercising legal claims as per Article 9(2) f) of the General Data Protection Regulation as long as legal claims may be exercised.

Data subject's rights related to data processing: You have the right to access health data (right of access), rectify and clarify the health data disclosed by you (right to rectification), request a copy of the health data pertaining to you and made available by you to the Insurer (right to data portability).

Please be informed that if you withdraw or refuse your consent to the processing of your health data, the Insurer is unable to sell you insurance products or maintain insurance policies, prior to the conclusion or maintenance or potential claim settlement of which the processing of health data is required with a view to the fact that the conclusion or maintenance of the insurance thus becomes impossible.

3. Customer identification as per the Anti-Money Laundering Act

For the purpose of complying with the customer due diligence obligation as specified in Section 6 of Act LIII of 2017 on the Prevention and Combating of Money Laundering and Terrorist Financing (hereinafter: "Anti-Money Laundering Act"), the Insurer shall identify its customer (policyholder or beneficiary) or their representative or agent, in relation to life insurance activities. To comply with the obligations set out in Section 7(8) of the Anti-Money Laundering Act, the Insurer makes copies of the documents containing personal data for the purpose of verification of identity.

Purpose of data processing: Prevention and combating of money laundering and terrorist financing.

Legal grounds for data processing: Performance of legal obligation under Section 7 of the Anti-Money Laundering Act.

Data categories processed: name of natural person, name at birth, citizenship, place of birth, date of birth, mother's name at birth, address or place of stay, type and number of identification document, copy of identification document.

Data retention time: Pursuant to Section 56(2) of the Anti-Money Laundering Act, the personal data processed during identification and the copies of the documents containing such personal data are retained by the Insurer for 8 years from the termination of the insurance policy or the execution of the transaction order.

Data subject's rights related to data processing: During data processing pursuant to the Anti-Money Laundering Act, you have the right to have access to the data generated during identification (right of access).

4. General customer identification

When you contact the Insurer with questions or requests related to a policy or for the purpose of enforcing your data subject's rights using any of the means available (by completing the questionnaire on the website, in writing, over the phone or in person through the customer service), the Insurer identifies you in order to ensure that it only discloses confidential insurance information to which the identified person is authorised. During the identification process, we ask you for your key personal identification data in order to compare them with the data in our own database (which you have provided previously).

Purpose of data processing: The protection of personal data and confidential insurance information, as well as ensuring that these data are only accessible to those authorised.

Legal grounds for data processing: performing the policy.

Personal data categories processed: name, name at birth, mother's name at birth, date of birth, number of identification document, email address, username and password required for identification in case of administration via an electronic interface.

Data subject's rights related to data processing: in relation to data processing, you are entitled to exercise your right to access and rectification, and may also request a copy of the personal data provided by you to the Insurer (data portability).

5. Data processing related to claims administration, insured events and claims reporting forms

Our customers (policyholders, insured persons or beneficiaries, injured parties) can report their claims or demand for service in person, over the phone, via an insurance intermediary, by mail, by email or through the website. The Insurer's website allows customers as well as injured parties and other stakeholders to submit their claims using claims reporting forms in respect of vehicle insurance, CASCO or property insurance. If this platform is used to report a claim for benefits relating to life insurance or travel insurance, the data subject can download the form standardised for personal insurance or travel insurance, print it out on paper and then send it to the Insurer.

Purpose of data processing: To facilitate technical administration and to

accelerate the administration of claims, payment of claims, eliminating typographic errors; contact by post or over the phone facilitating claims administration, using these channels to collect information and data which the Insurer can use to assess the legitimacy of the claim and the contractual rate of claims payment.

Legal grounds for data processing: If the person requesting the service is in a contractual relationship with the insurer (policyholder, insured or beneficiary), the legal basis for data processing is the **performance of the insurance policy**. If the data subject affected by data processing is in no contractual relationship with the Insurer (the injured party for liability insurance), the legal basis for data processing is the **legitimate interest** of the controller (Insurer). The Insurer has carried out the balancing-of-interest test substantiating its legitimate interests, based on which it can be determined that data subjects' rights and freedoms have not been disproportionately restricted, and that data processing is necessary and proportionate. If claims management or the assessment of the claim for benefits requires the processing of special categories of personal data (health data) as per Article 9 of the General Data Protection Regulation, the legal basis for data processing is the **explicit consent** granted by the data subject.

Categories of personal data in case of property insurance: name of the insured, name of the injured party, address, contact person's telephone number, contact person's email address, policy number, date of incident, photographs of the asset, data recorded during inspection of damage, cause of damage, estimated claim amount, amount of claims payment, bank account number of injured party.

Categories of personal data in case of motor third party liability insurance: registration plate of vehicle responsible for the claim, photographs of the damaged vehicle, data recorded during inspection of damage, registration plate of damaged vehicle, name and address of owner of vehicle responsible for the claim, contact person's telephone number, contact person's email address, cause of damage, estimated claim amount, amount of claims payment, bank account number of injured party.

Categories of personal data in case of CASCO insurance: registration plate of damaged vehicle, photographs of the damaged vehicle, data recorded during inspection of damage, name and address of owner, contact person's telephone number, contact person's email address, amount of claims payment, bank account number of injured party.

Categories of personal data processed in case of life and accident-type insurance: name and identification data and contact details of the policyholder, the insured and the beneficiary, type of incident (fact and circumstances of the accident, health deterioration or death), benefit amount, medical diagnoses supporting the incident and the related doctors' notes, bank account number of beneficiary.

Categories of personal data in case of health insurance-type insurance: name and identification data of insured/policyholder, interventions performed within the framework of health insurance and the types of diagnostic procedures.

Data retention time: The personal data related to incidents and claims administration are retained for a period equal to the retention period of data related to the conclusion and maintenance of the insurance policy (see: Section II.1 Conclusion and maintenance of insurance policies).

Data subject's rights related to data processing: You have the right to access your personal data related to claims administration and incidents, and to rectify and clarify the data disclosed by you (right to rectification). You are entitled to exercise such rights regardless of whether you are in a contractual relationship with the Insurer or not.

If the Insurer is processing your data for the purpose of performing the policy or on the basis of your explicit consent, then in addition to the above you are entitled to request a copy of your personal data provided by you to the Insurer (right to data portability). If your personal data are processed by the Insurer on the basis of legitimate interests, you have the right to access your personal data (right of access), to rectify and clarify the data disclosed by you (right to rectification) and to object to processing. Such objections are investigated on their merits by the Insurer, which will also provide a written response.

Please be informed that consent to the processing of health data is refused or withdrawn, the Insurer is unable to initiate claims payment for incidents, where the processing of health data is required to assess the claim for benefits.

6. Customer Service

In the interest of serving customer needs related to insurance policies, the Insurer's customer service processes data in person, over the phone, via email and online as part of its customer service activities.

The Insurer's website allows customers to use the customer service form to submit and report questions, demands and requests, in particular to request payment cheques, certificates of cover, claims history certificates, green card applications, to request information on the current value of the

policy (request of balance and principal notification) in case of unit-linked life insurances, and request an insurance policy in case of property insurance. Such data requests and the data supplied on the basis thereof are required in the interest of maintaining the insurance policy. As part of such data and document requests, the Insurer always identifies the person requesting the data in line with the rules set out in Section II.4 (General customer identification) of this information document.

In the interest of complying with the provisions pertaining to confidential insurance information, the Insurer can only and exclusively provide general information in ordinary electronic mail (email that is unencrypted and containing no electronic signature) and is unable to provide information that qualifies as confidential insurance information. Customers' standard emails containing or requesting such information are in each case answered by the Insurer in a letter sent by mail to the postal address specified by the customer.

Purpose of data processing: To facilitate technical administration, implement faster customer servicing, and disclosing information related to personal data and insurance policies to eligible data subjects. *Legal grounds for data processing:* honouring the insurance policy.

Categories of personal data: name, postal code, telephone number as well as other personal data required for identification.

Data retention time: The data in completed forms and in the answers to the questions therein are retained for a period equal to the retention period of data related to the conclusion and maintenance of the insurance policies (see: Section II.1 Conclusion and maintenance of insurance policies).

Data subject's rights related to data processing: You have the right to access the forms you have previously completed (right of access) and to rectify or clarify the data contained therein at any time (right to rectification), request a copy of the personal data pertaining to you, provided by you to the Insurer (right to data portability).

7. Group insurance

The Insurer also sells group insurance, primarily to corporate customers, where the insured persons are typically the employees or clients of such partners. In respect of processing the personal data of such insured persons, the Insurer is a data controller.

In case of group insurance, the provisions of the "Section II.1 Conclusion and maintenance of insurance policies" also apply to group insurance as far as the categories of data subjects' data processed, the duration of the data retention and the data subjects' rights related to data processing are concerned. Please be informed that as the insured of a group insurance, in respect of exercising data subject's rights related to personal data processing, you are entitled to the same rights as our individual customers.

8. Audio recordings

Telephone conversations (outgoing and incoming calls) with the customer service as well as telephone conversations with the Direct Line (outgoing calls) are recorded by the Insurer. Telephone conversations are recorded for numerous purposes.

Purpose of data processing (1): To comply with and manage customers' policy-related demands, requests, objections, observations and reports, in a manner that is acceptable for the customer and satisfactory for both parties; to receive claims reports and claims for benefits; and, following a telephone conversation, to reconstruct policy-related telephone conversations based on audio recordings related to the policy in case of subsequently lodged complaints and potential legal disputes.

The purpose of outgoing calls initiated by the Direct Line is to identify larger amount payments and claims for benefits during the term of the insurance.

Legal grounds for the above data processing: **honouring the insurance policy.**

Purpose of data processing (2): Pursuant to the provisions of the Distance Marketing Act, contracts for certain insurance products may also be concluded with the Insurer over the phone. Telephone communication is recorded for the purpose of proving compliance with service provider's obligation regarding the statutory information provided to consumers, as well as for proving the conclusion and performance of the insurance policy. For the purpose of such data processing, over-the-phone sales activity is performed by the employees of the Direct Line.

The purpose of outgoing calls initiated by the Direct Line is also to verify the knowledge and information customers have prior to the conclusion of the insurance policy (welcome call).

Legal grounds for the above data processing: **honouring the insurance policy.**

Purpose of data processing (3): Pursuant to Section 159 (2) of the Insurance Act, the Insurer shall record and retain telephone calls reporting complaints for a period of five years.

Legal grounds for the above data processing: **compliance with the legal obligation** set out in Section 159 (2) of the Insurance Act.

Data retention time: Audio recordings related to telephone conversations are retained by the Insurer for 2 years in the case of Purpose of data processing (1), for the period specified in relation to data processing for insurance policies in Section II.1 for Purpose of data processing (2), and for 5 years in the case of Purpose of data processing (3).

Data subject's rights related to data processing: If the Insurer is processing your data for the purpose of performing the policy, you are entitled to request a copy of your personal data provided by you to the Insurer (right to data portability). You have the right to listen to the recordings of conversations between you and the Insurer, as well as to request copies thereof (right of access). You are entitled to object to the specified data processing (right to object) at the start of the conversation. In this case, your conversation with our colleagues is not recorded by the Insurer, however, in such cases the Insurer can only provide general information, and cannot provide any information on administration, the registration of orders, the rectification of data or any specific questions you may have concerning the insurance policy. If, however, you still wish to contact the Insurer for the above reasons, but you object to having an audio recording made, our personal customer service and email availability as well as our sales network are at your disposal, but you may also contact our Company by mail.

9. Data processing in relation to complaints

The personal data received by the Insurer during the handling of complaints are processed for the purpose of complying with the provisions of Section 159 of the Insurance Act on the handling of complaints, and the Insurer also keeps records of customer complaints as well as the measures serving the settlement and resolution of such complaints.

In case of complaints managed over the phone, the telephone communication between the Insurer and the customer will be recorded by the Insurer. Calls are ordered to be recorded by the section of the Insurance Act specified above.

Purpose of data processing: To document and settle complaints related to the Insurer's services, as well as to investigate and respond to such complaints.

Legal grounds for data processing: performance of the legal obligation set out in Section 159 of the Insurance Act.

Categories of personal data processed: name, identification data, subject of the complaint and the personal data provided during the reporting of the complaint.

Data retention time: The recordings are retained by the Insurer for five years. The Insurer retains the complaint lodged as well as the reply given to said complaint for 5 years.

Data subject's rights related to data processing: You have the right to access your personal data related to the handling of complaints, and to rectify and clarify the data disclosed by you (right to rectification). You are entitled to exercise such rights regardless of whether you are in a contractual relationship with the Insurer or not.

In the case of complaints lodged in standard electronic mail (unencrypted without electronic signature) or over the phone, in the interests of complying with the provisions pertaining to confidential insurance information, the Insurer sends its response to the complaint lodged by mail, to the mailing address specified in the complaint or by the customer.

The detailed rules on the handling of complaints are set out in the Insurer's Complaints Handling Policy.

10. Data processing for the purpose of protecting the insured risk pool (data request and data supply)

10.1. Data requests

Purpose of data processing: In discharging the obligations delegated by the law, or complying with its contractual commitments, in order to provide services in compliance with the relevant legislation or as contracted, and to prevent insurance fraud, pursuant to the authorisation granted in Section 149 of the Insurance Act the Insurer is entitled to make a request to another insurer in line with the provisions of Section 135 (1) of the Insurance Act, with respect to data specified in Sections 149 (3)-(6) of the Insurance Act, which are processed by taking into account the unique characteristics of the given insurance product.

The request shall contain the data required for the identification of the person, property and assets, claims or rights specified therein, the type of data requested as well as the specification of the purpose of the data request. Making contact and its fulfilment do not qualify as the breaching of insurance secrets.

In this context, the Insurer

- may request the following data in relation to the performance of accident, sickness and life insurance policies:
 - a) personal identification data of the policyholder, the insured and the beneficiary;
 - b) data on the health condition of the insured at the time of data recording, to the extent they relate to the policy risk;

- c) data on earlier insured events linked to the policies within the classes defined in this paragraph involving the person defined in paragraph a);
- d) data required to assess the risk arising from the policy concluded with the contacted insurer, and
- e) data required to assess the legal grounds of the benefits to be provided based on the policy with the contacted insurer;
 - the following data may be requested in respect of the performance of insurance for land vehicles (other than railway rolling stock), railway rolling stock, ships, goods in transit, fire and natural forces, other damage to property, credit, suretyship and guarantee, miscellaneous financial loss, legal expenses and assistance:
 - a) personal identification data of the policyholder, the insured and the beneficiary;
 - b) the data required for the identification of the insured property and assets, claims or rights;
 - c) information concerning previous insured events relating to the property and assets, claims or rights specified in paragraph b);
 - d) data required to assess the risk arising from the policy concluded with the contacted insurer, and
 - e) data required to assess the legal grounds of the benefits to be provided based on the policy with the contacted insurer;
 - the following data may be requested in respect of liability arising out of the use of motor vehicles operating on land (including carrier's liability and compulsory motor vehicle liability insurance), liability arising out of the use of aircraft (including carrier's liability), liability arising out of the use of ships, and in respect of the fulfilment of insurance falling into general liability insurance classes:
 - a) the identification data of the injured party subject to the injured party's prior consent;
 - b) the identification data of the policyholder, the insured and the beneficiary, as well as the data specified in paragraphs b)-e) of the previous section;
 - c) in case of prior consent by the injured party, data on the health condition at the time of the data the person exercising a claim for benefit or a claim for a grievance fee for personal injury or violation of personal rights, relevant to the policy risk, were recorded;
 - d) data (not including personal data) on earlier insured events linked to a policy belonging to any of the classes defined in this paragraph and involving the person exercising a claim for benefits on account of a damaged asset
 - e) in case of prior consent by the injured party, data on earlier insured events linked to a policy belonging to any of the classes defined in this paragraph and involving the person exercising a claim for a grievance fee for personal injury or violation of personal rights, relevant to the policy risk
 - the following data may be requested by the Insurer in relation to the performance of policies falling into insurance classes of land vehicles (other than railway rolling stock) and liability arising out of the use of motor vehicles operating on land (including carrier's liability and compulsory motor vehicle liability insurance), based on the vehicle's identification data (registration plate number, chassis number) in the case of damages belonging to the class of liability arising out of the use of motor vehicles operating on land (including carrier's liability and compulsory motor vehicle liability insurance) without prior consent by the injured party:
 - a) information concerning the insurance history related to the vehicle in question, such as in particular the dates when the damage occurred, the legal basis, how the vehicle was damaged and information as to the settlement for covering such losses, including the damages sustained by the motor vehicle indicated by the requesting insurance company, caused by means other than a motor vehicle;
 - b) the findings of the damage assessment performed by the insurer on the vehicle in question, and the amount of damages.

The insurer contacted by the Insurer shall transfer the data to the Insurer in line with the request complying with legal regulations before the date specified in the request, or in the absence of the date, within 15 days from the receipt of the request.

Legal grounds for data processing: the Insurer's legitimate interest. The Insurer has carried out the balancing-of-interest test substantiating its legitimate interests, based on which it can be determined that data subjects' rights and freedoms have not been disproportionately restricted, and that data processing is necessary and proportionate.

Data retention time: The Insurer may process the data received as a result of the enquiry for ninety days from receipt. If the data disclosed to the Insurer as a result of the request is required for the enforcement of our Company's legitimate interests, the data processing time above is extended until the completion of the proceedings opened in relation to exercising the claim.

If the data disclosed to the Insurer as a result of the request is required for the enforcement of the Insurer's legitimate interests, and if in relation to exercising the claim proceedings are not opened within one year from

the disclosure of data, the data may be processed for one year from disclosure.

Rights related to data processing: The Insurer notifies the customer concerned about the request made for this purpose and about compliance with such request, as well as the categories of data therein, at least once during the insurance term. If the customer requests information on their processed data in the manner specified in the Act on Informational Self-Determination and Freedom of Information and with a view to the above the Insurer no longer processes said data, it informs the applicant of this fact.

The data received as a result of the request may not be linked by the Insurer with other data not concerning the insured's interest, received or processed by it for purposes other than the above.

The insurer contacted is responsible for the correctness and accuracy of the performance of the data specified in the request.

10.2. Provision of data

If, pursuant to the above provisions of the Insurance Act, another insurer contacts our company with a request for data, the Company shall comply with the request before the time specified above.

Legal grounds for data processing: compliance with the legal obligation set out in Section 149 (2) of the Insurance Act.

11. Data processing for direct marketing purposes

The Insurer performs direct marketing activities to its existing customers as well as data subjects whose personal data the Insurer received, free of charge or against consideration, from other service providers based on contracts, for the purpose of performing direct marketing activities. The Insurer performs such direct marketing activity by electronic means (e-DM) or postal newsletters, through its insurance intermediary network as well as by directly calling the relevant persons. To achieve the purpose of data processing, the Insurer may process the data of the data subject to the extent and for the duration required thereto or until the consent is withdrawn.

Purpose of data processing: To provide information on new or existing products or products customised to meet individual customer needs, and to send business advertising and newsletters.

Legal grounds for data processing: the data subject's consent on the standardised declaration form.

Categories of personal data processed: name, address, telephone number, email address, data pertaining to the existing contracts of the data subject (in particular contract type and premium), expiry of the policy.

Data subject's rights related to data processing: If your data is processed, you have the right of access and rectification, and may withdraw at any time, without justification, your consent to the processing of your data for direct marketing purposes in a notice sent to the dm@union.hu email address or by mail to the Insurer's mailing address, in which case the Insurer terminates such data processing. If the processing of your personal data is not required for other purposes (such as in relation to the insurance policy), you may request the permanent erasure of your data (right to erasure).

12. Other cases of data processing

In you participate in various prize competitions, draws or promotions, special information relating to the processing of personal data is provided in the competition/promotion rules.

Detailed information concerning the processing of data provided by applicants to jobs is defined in the data processing information document related to job applications, available on the website.

Detailed information on the www.union.hu website, the applications and electronic forms available on the site and on the use of cookies is available in the information document pertaining to the website and the cookies used, as published on the website.

III. DATA SUBJECTS' RIGHTS, LEGAL REMEDIES

Data subjects may at any time request information regarding the processing of their personal data, and they may exercise the following rights against the Insurer:

Right of access

At the request of the data subject, the Insurer shall provide confirmation as to whether or not personal data concerning the data subject are being processed, and, where that is the case, the data subject is entitled to access the personal data and the following information:

- the purposes of data processing;
- the categories of personal data;
- the recipients or categories of recipient to whom the personal data have been or will be disclosed, in particular recipients in third countries or international organisations;

- where possible, the envisaged period for which the personal data will be stored, or, if not possible, the criteria used to determine that period;
- the existence of the right to request from the Insurer rectification or erasure of personal data or restriction of processing of personal data concerning the data subject or to object to such processing;
- the right to lodge a complaint with a supervisory authority;
- where the personal data are not collected from the data subject, any available information as to their source;
- the existence of automated decision-making, including profiling, and, at least in those cases, comprehensible information about the logic applied, as well as the significance and the envisaged consequences of such processing for the data subject.

Where personal data are transferred to a third country or to an international organisation, you shall have the right to be informed of the appropriate safeguards pursuant to Article 46 of the GDPR relating to the transfer.

At the data subjects' request, the Insurer shall provide them with a copy of the personal data undergoing processing. For any further copies requested, the Insurer may charge a reasonable fee based on administrative costs. Where the data subject submits the request electronically, and unless otherwise requested by the data subject, the information shall be provided by the Insurer in a commonly used electronic form.

The right to obtain a copy referred to in the previous section shall not adversely affect the rights and freedoms of others.

Right to rectification

The data subject shall have the right to obtain from the Insurer without undue delay the rectification of inaccurate personal data concerning him or her. Taking into account the purposes of the processing, the data subject shall have the right to have incomplete personal data completed, including by means of providing a supplementary statement.

Right to erasure ('right to be forgotten')

The data subject shall have the right to obtain from the Insurer the erasure of personal data concerning him or her without undue delay and the Insurer shall have the obligation to erase personal data without undue delay where one of the following grounds applies: a) the personal data are no longer necessary in relation to the purposes for which they were collected or otherwise processed; b) the data subject withdraws the consent to processing, and there is no other legal ground for the processing; c) the data subject objects to the processing based on legitimate interest, and there are no overriding legitimate grounds for the processing, or, the data subject objects to the processing with regard to processing conducted for the purpose of direct marketing; d) the personal data have been unlawfully processed; e) the personal data have to be erased for compliance with a legal obligation in Union or Member State law to which the Insurer is subject; (f) the personal data have been collected in relation to the offer of information society services referred to in Article 8(1).

The above provisions are not applicable in cases, among others, where data processing is necessary:

- for compliance with a legal obligation which requires processing by Union or Member State law to which the Insurer is subject or for the performance of a task carried out in the public interest or in the exercise of official authority vested in the Insurer;
- for the establishment, exercise or defence of legal claims.

Given the above, in certain cases the Insurer may not erase the data subject's data despite their request to this end. Pursuant to the provisions of the Insurance Act, the Insurer shall be entitled to process personal data relating to any unrealised insurance policies as long as any claim can be asserted in connection with the failure of the contract (unless otherwise stipulated in applicable legal regulations, the general limitation period as per the Civil Code shall prevail).

The Insurer does erase customer data even after the termination of the insurance policy, given its data retention obligation set out in legal regulations (Anti-Money Laundering Act, Accounting Act). Upon the expiry of this obligation, the data are erased.

Right to restriction of processing

The data subject shall have the right to request from the Insurer the restriction of data processing where one of the following apply: a) the accuracy of the personal data is contested by the data subject, in this case the restriction applies for a period enabling the Insurer to verify the accuracy of the personal data;

- b) the processing is unlawful and the data subject opposes the erasure of the personal data and requests the restriction of their use instead;
- c) the Insurer no longer needs the personal data for the purposes of the processing, but they are required by the data subject for the establishment, exercise or defence of legal claims; or
- d) the data subject has objected

to processing; in this case, the restriction shall apply until it is determined whether the legitimate grounds of the Insurer override the legitimate interests of the data subject.

Where processing has been restricted on the basis of the data subject's request, such personal data shall, with the exception of storage, only be processed with the data subject's consent or for the establishment, exercise or defence of legal claims or for the protection of the rights of another natural or legal person or for reasons of important public interest in the European Union or a Member State.

A data subject who has obtained restriction of processing on the basis of the above shall be informed by the Insurer in advance of the lifting of the restriction on processing.

Notification obligation regarding rectification or erasure of personal data or restriction of processing

The Insurer shall communicate the rectification or erasure of personal data or restriction of processing to each recipient to whom the personal data have been disclosed, unless this proves impossible or involves disproportionate effort. The Insurer shall inform the data subject about such recipients at the request of the data subject.

Right to data portability

The data subject shall have the right to receive the personal data concerning him or her, which he or she has provided to the Insurer, in a structured, commonly used and machine-readable format and have the right to transmit those data to another controller without hindrance from the Insurer to which the personal data have been provided, where: a) the processing is based on the data subject's consent or the performance of a contract, b) the processing is carried out by automated means.

The aforementioned right shall not adversely affect the rights and freedoms of others.

Right to object

The data subject shall have the right to object at any time, on grounds relating to his or her particular situation to the processing of personal data concerning him or her, including profiling based on the above mentioned grounds. In such case, the Insurer shall no longer process the personal data unless the Insurer demonstrates compelling legitimate grounds for the processing that override the interests, rights and freedoms of the data subject, or which are related to the establishment, exercising or defence of legal claims.

Where personal data are processed for direct marketing purposes, the data subject shall have the right to object at any time to processing of personal data concerning him or her for such marketing, which includes profiling to the extent that it is related to such direct marketing.

Where the data subject objects to processing for direct marketing purposes, the personal data shall no longer be processed for such purposes. No later than at the time of the first contact with the data subject, the right in question shall be explicitly brought to the attention of the data subject and shall be presented clearly and separately from any other information.

Automated individual decision-making, including profiling

The data subject shall have the right not to be subject to a decision based solely on automated processing, including profiling, which produces legal effects concerning him or her or similarly significantly affects him or her.

The above section is not applicable where the decision: a) is required for the purpose of concluding or performing the contract between the data subject and the Insurer; b) is authorised by Union or Member State law to which the Insurer is subject and which also lays down suitable measures to safeguard the data subject's rights and freedoms and legitimate interests; or c) is based on the data subject's explicit consent. In the cases referred to in points a) and c) of the paragraph above, the Insurer shall implement suitable measures to safeguard the data subject's rights and freedoms and legitimate interests, at least the right to obtain human intervention on the part of the Insurer, to express his or her point of view and to contest the decision.

Automated individual decision-making and profiling may not be based on the special categories of personal data specified in Article 9 of the General Data Protection Regulation, unless the data subject grants explicit consent or this is necessary for reasons of substantial public interest and appropriate measures are taken to safeguard the rights, freedoms and legitimate interests of the data subject.

Procedural rules:

The controller shall take appropriate measures to provide any information relating to processing and data subject rights to the data subject in a concise, transparent, intelligible and easily accessible form, using clear and plain language.

Information shall be provided in writing or by other means, including,

where appropriate, by electronic means. When requested by the data subject, the information may be provided orally, provided that the identity of the data subject is proven by other means. Please contact the Insurer's data protection officer with any questions, observations or complaints related to data processing.

The controller facilitates the exercise of data subject rights. If the data subject is appropriately identified, the Insurer fulfils the requests pertaining to the exercise of data subject rights.

The Insurer shall, within one month of receiving the request, inform the data subject of the measures taken as a result of their request relating to data subject rights. If needed, taking the complexity and number of requests into consideration, such date may be extended by two months. The Insurer informs the data subject about the extension of the due date within one month from the receipt of the request, but indicating the reasons for the delay. Where the data subject makes the request by electronic means, the information shall be provided in electronic form unless requested otherwise by the data subject. If the Insurer does not take action on the request of the data subject, the Insurer shall inform the data subject without delay, but at the latest within one month of receiving the request of the reasons for not taking action and on the possibility of lodging a complaint with a supervisory authority and seeking a judicial remedy.

Information on the circumstances of data processing, the exercise of data subject rights and information and measures relating to personal data breaches are provided by the Insurer free of charge. Where requests from the data subject are manifestly unfounded or excessive, in particular because of their repetitive character, the Insurer may either charge a reasonable fee taking into account the administrative costs of providing the information or communication or taking the action requested; or refuse to act on the request.

The Insurer shall bear the burden of demonstrating the manifestly unfounded or excessive character of the request. Where the Insurer has reasonable doubts concerning the identity of the natural person making the request to exercise data subject rights, the Insurer may request the provision of additional information necessary to confirm the identity of the data subject.

Right to turn to the court:

Any person who has suffered material or non-material damage as a result of an infringement of the GDPR shall have the right to receive compensation from the Insurer (or processor). The court shall proceed in the action as a matter of urgency. The hearing of the case falls within the jurisdiction of the regional court. Legal proceedings may be opened before the regional court competent according to either the data subject's residence or place of stay, as selected by the data subject.

Official data protection proceedings:

The data subject may submit their complaints to the Hungarian National Authority for Data Protection and Freedom of Information (1125 Budapest, Szilágyi Erzsébet fasor 22/c, telephone: +36 (1) 391-1400, fax: +36 (1) 391-1410, email: ugyfelszolgalat@naih.hu, website: www.naih.hu).

IV. PROVISIONS PERTAINING TO THE SAFEGUARDING OF CONFIDENTIAL INSURANCE INFORMATION

With regard to confidential insurance information, unless otherwise provided for by law, the owners of the Insurer and insurance intermediary, its managers, employees and all other persons that have access to such information in their activities relating to the Insurer, are bound by confidentiality for an indefinite period of time.

Confidential insurance information may only be disclosed to third parties if

- a) the Insurer's or insurance intermediary's customer has given their prior express written consent, and such consent precisely specifies the confidential insurance information that may be disclosed, or
- b) pursuant to the Insurance Act, there is no obligation of confidentiality.

V. SECURITY OF DATA

The Insurer treats the personal data of all natural persons in line with effective legal provisions, who in view of the above provided personal data to the Insurer, and the Insurer ensures the security of such data and also implements the appropriate technical and organisational measures that are needed to enforce the applicable legal provisions, in particular the compliance of the data security requirements set out in Article 32 of the GDPR.

In processing and handling personal data disclosed to it, the Insurer fully complies with the data security provisions of the Privacy Act and the GDPR, and processes all personal data provided to it online with the same level of protection as it does data made available to it by other means. The Insurer protects the personal data disclosed to it with appropriate measures, in particular against unauthorised access,

change, transfer, publication, deletion or destruction and against accidental destruction or damage or unavailability resulting from a change in the applied technology.

VI. PERSONAL DATA BREACHES

The Insurer hereby informs you that even with the most up-to-date technical and organisational measures applied by it, it still cannot be guaranteed that no personal data breaches occur in relation to your personal data and confidential insurance information.

The Insurer notifies you of all personal data breaches, provided it is required to inform data subjects under the statutory provisions, through notice posted on the website www.union.hu and/or in a letter. If you become aware of a personal data breach concerning your own data or the data of any other person as processed by the Insurer, please communicate this information without undue delay using the adatvedelem@union.hu email address.

VII. PERSONS ELIGIBLE TO HAVE ACCESS TO DATA

Personal data and data qualifying as confidential insurance information may be disclosed to the Insurer's employees with access rights related to the relevant data processing purpose, its designated insurance intermediaries, as well as persons and organisations providing data processing or outsourced services to our Company under service contracts, within the scope determined by our Company to the extent required for their activities.

Furthermore, data classified as confidential insurance information may also be disclosed to persons or organisations to whom the Insurer's obligation to keep confidential insurance information does not apply pursuant to Chapter X of the Insurance Act, the list of such organisations is included in Appendix 1 of this information document.

For the purpose of data processing, the Insurer employs data processors as well as service providers performing outsourced activity within the framework of service agreements concluded to this end. The list of data processors and reinsurers is available on the website www.union.hu/adatvedelem.

The content of the data processing information document may change subject to statutory amendments or partner contracts concluded or to be concluded by the Insurer. The latest version of the data processing information document is available on the website www.union.hu/adatvedelem.

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Appendix 1:

List of organisations eligible to access confidential insurance information as set out by the Insurance Act

Pursuant to Section 138(1) of the Insurance Act, confidentiality concerning confidential insurance information shall not apply to:

- a) the Supervisory Authority acting in an official capacity,
- 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-litigious cases, 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 and the experts appointed by them 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 Hungarian Competition Authority acting in an official capacity,
- h) guardianship authorities acting in an official capacity,
- i) the public health authority in the case referred to in Section 108(2) of Act CLIV of 1997 on Health Care,
- j) the agencies authorised to use secret service means and to conduct covert investigations, if the conditions set forth in legislation are met;
- k) providers of reinsurance, other members of the group and providers of co-insurance, where applicable,
- l) the bureau of insurance policy records maintaining the central policy records with respect to data transferred as governed by law, the claims records agency keeping accident and claims records, the traffic control authority in connection with road transport administrative actions relating to vehicles which are not listed in the motor vehicle registry, and the body operating the register of motor vehicles;
- m) the receiving insurer with respect to insurance policies received under

an insurance portfolio transfer, according to the provisions of the relevant agreement,

n) the body operating the Claims Security Account and the Claims Security Fund, the National Office, the Correspondence Centre, the Information Centre, the Claims Organisation and the claims agent, as well as the claims representative with respect to the information required for the settlement and enforcement of compensation claims and to the transfer of such information between one another, and the party responsible for the claim if, by exercising his/her right to self-determination, he/she requires access to data of repairs of the other vehicle from a claims settlement report taken in connection with a road accident,

o) persons performing outsourced activities, in respect of data necessary for performing such outsourced activities, and the auditor in respect of the data required for carrying out their tasks,

p) third-country insurers 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 processing of each data item and the country in which the third-country insurer is established has legal regulations on data protection that conform to the requirements stipulated by Hungarian law,

q) the Commissioner for Fundamental Rights when acting in an official capacity,

r) the National Authority for Data Protection and Freedom of Information when acting in an official capacity,

s) the insurer with respect to information concerning a customer's individual claims history and no-claim discount classification in the cases as set forth in the Ministerial Decree on the issuance of claim history certificates, the bonus-malus system (no claims bonus) and the classification of customers therein,

t) the agricultural damage survey body, the agricultural administration body, the agricultural damage compensation 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;

u) the authority registering liquidation organisations,

upon receipt of a written request from a body or person referred to in Subsections a)-j), n), s), t) and u) indicating the name of the customer or the specification of the insurance policy, the type of data requested and the purpose of and the grounds for requesting data, with the proviso that the bodies or persons referred to in Subsections 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 authorisation for requesting data shall be treated as verification of the purpose and legal grounds.

(2) Pursuant to Subsection (1) e), confidentiality concerning confidential insurance information shall not apply to tax matters with respect to which the Insurer is bound by disclosure obligation in respect of data defined by legislation, or is bound by a statutory data reporting obligation in respect of taxable payments under the insurance policy.

(2a) The obligation of confidentiality concerning confidential insurance information shall not apply to financial institutions listed in the Credit Institutions Act in connection with insurance contracts linked to claims arising out of financial services, if the financial institution makes a written request to the insurance company indicating the name of the client or the description of the insurance policy, the type of data requested and the purpose for requesting them.

(3) Data transfer by the insurer to the tax authority for the purposes of complying with the obligation stipulated in Sections 43/B-43/C of Act XXXVII of 2013 on Certain Rules of International Public Administration Cooperation Related to Taxes and Other Public Duties (hereinafter: "International Tax Cooperation Act") based on Act XIX of 2014 on Announcing 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 the amendments of certain related laws (hereinafter: "FATCA Act") shall not qualify as a breach of confidential insurance information.

(3a) It shall not be construed a violation of confidential insurance information if the Insurer supplied data to the tax authority to comply with the obligation set out in Section 43/H of the International Tax Cooperation Act or Sections 43/B and 43/C of the International Tax Cooperation Act pursuant to the FATCA Act.

(4) The Insurer and the reinsurer may transfer the personal data of customers in the cases and to organisations specified in Subsections (1) and (6) and Sections 137, 140 and 141.

(6) Upon written request by the National Security Service, the public prosecutor's office and the investigating authority with the approval of the public prosecutor's office, the insurer or the reinsurer shall also be required to promptly provide information if evidence is found substantiating that the insurance transaction may be related to

a) drug abuse, abuse of new psychoactive substances, acts of terrorism, misuse of explosives and blasting agents, criminal misuse of firearms and ammunition, money laundering, organised crime or crime committed in participation in a criminal organisation, as defined in Act IV of 1978, in force until 30 June 2013,

b) drug trafficking, possession of drugs, incitement to the use of narcotics, or the promotion of illegal drug production, abuse of new psychoactive substances, acts of terrorism, failing to report terrorism, financing of terrorism, misuse of explosives and blasting agents, criminal misuse of firearms and ammunition, money laundering, organised crime or crime committed in participation in a criminal organisation, as defined in the Criminal Code of Hungary.

(7) The obligation to safeguard confidential insurance information does not apply in cases where the insurer or reinsurer fulfils its reporting obligation set forth in the act on the implementation of financial and asset restriction measures ordered by the European Union and the UN Security Council.

(8) The disclosure of the group assessment report to the leader of the financial group during the supervisory audit proceedings, in the case of group supervision, shall not constitute breach of confidentiality concerning confidential insurance information and trade secrets.

(9) Data transfer as per Section 164/B of the Credit Institutions Act shall not be construed as a violation of confidential insurance information.

Section 139 The obligation to safeguard confidential insurance information shall not apply when:

a) a Hungarian law enforcement agency acting in response to the written request of a foreign law enforcement agency pursuant to an international agreement, requests confidential insurance information in writing,

b) an authority operating as a national financial intelligence unit – acting within its powers conferred under the Act on the Prevention and Combating of Money Laundering and Terrorist Financing or in response to the written request of a foreign financial intelligence unit – requests confidential insurance information in writing.

Section 140(1) Data transfer by the insurer or reinsurer to a third-country insurer, reinsurer or a third-country data processing agency shall not qualify as a breach of confidential insurance information if:

a) the insurer's customer (hereinafter: data subject) has given its written consent, or

b) in the absence of the data subject's consent, the data transfer is limited to the extent of information, purpose and legal ground defined by the law, and if the adequate level of protection for personal data is ensured in the third country in compliance with the provisions set out in Section 8 (2) of Act CXII of 2011 on Informational Self-Determination and Freedom of Information (hereinafter: Privacy Act).

(2) When transferring confidential insurance information to another Member State, the provisions governing data transfer within the domestic territory shall be applicable.

Section 141 (1) The following shall not be construed as breach of confidential insurance information:

a) in the event of disclosure of summarised information from which the identity of customers or the specifics of their business cannot be identified,

b) in the case of a branch office, the data transfer necessary for the supervisory authority as per the registered office (headquarters) of the enterprise with a registered office abroad if it complies with the agreement between the foreign and the Hungarian supervisory authority,

c) in the event of disclosure of information, other than personal data, to the competent minister for legislative purposes or in connection with the completion of feasibility studies,

d) data transfer in order to comply with the provisions of the act on the supplementary supervision of financial conglomerates.

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