

DECLARATION OF THE INSURED

For Erste Premium Assistance Insurance Packages

Relating to the Erste Prémium Package offered on the basis of SERVICE FRAMEWORK AGREEMENT for retail banking services

Surname and first name:	<input type="text"/>
Surname and first name given at birth:	<input type="text"/>
Mother's birth name :	<input type="text"/>
Place of birth, date of birth:	<input type="text"/>
Number of personal identification card:	<input type="text"/>
Nationality:	<input type="text"/>
Permanent Address:	<input type="text"/>
Postal address:	<input type="text"/>
Number of Forint Bank Account Erste Prémium:	<input type="text"/>
Number of Erste Prémium Assistance Card:	<input type="text"/>

as Insured (hereinafter: **Insured**)

I, the undersigned Insured, declare that prior to the signing of this Declaration of Insured, concerning the **Erste Prémium Assistance Insurance Package** of the **Europ Assistance S.A. Irish Branch** (seat: 4 – 8 Eden Quay, Dublin 1, Ireland, reg.no.: 905036, hereinafter: **Insurer**), the **ERSTE BANK HUNGARY Zrt.** (seat: 1138 Budapest, Népfürdő utca 24-26., Registration number: 01-10-041054, supervisory body: MNB, number of licence of multiple agent: 205020184877, hereinafter: **Bank**) as the multiple agent acting on behalf of the Insurer informed me fully and detailed on the terms of the Erste Assistance Collective Insurance Contract, in particularly:

- the assistance services,
- beginning of risk coverage,
- reasons of the exemptions of the Insurer, exclusions,
- handling of insurance secret,
- rules for notifications of damages, furthermore
- the termination of the risk coverage of the Insurer, including that the risk coverage of the Insurer terminates
 - simultaneously with the termination of the Erste Assistance Collective Insurance Contract concluded between the Bank and the Insurer,
 - at 0:00 am following the day when the Erste Prémium Account Service Framework Contract concluded with the Bank also as a Policyholder of the Erste Assistance Collective Insurance Contract terminates due to any reasons

I declare, that prior to signing this declaration I received the Customer Information Guide of the Insurer and the Erste Assistance General Insurance Terms as well as the Insurance Product Information Document from the bank, I read through them and I signed this declaration in the light of them.

Acknowledging the information stated above I declare that I want to be covered by the insurance protection given by the Erste Assistance Collective Insurance Contract, I want to receive the insurance services provided by the Insurer and hereof I request for the extension of the scope of the Erste Assistance Collective Insurance Contract concluded between the Bank and the Insurer for me as an Insured, what serves as a basis of an insurance relationship between me as Insured and the Bank in terms of the services defined in the Erste Assistance Collective Insurance Contract.

With respect to the above declared, I give an authorization to the Bank to disclose my personal data (name, place and date of birth, mother's name, permanent address, No of Erste Prémium Assistance Card, the formation and the termination of the Erste Prémium Account Service Framework Contract) which are regarded as insurance secret and are needed to extend the scope of the Erste Assistance Collective Insurance Contract to the Insurer in order to form an insurance relationship between me and the Insurer and to provide me insurance services by the Insurer.

Furthermore I give an authorization to the Bank and to the Insurer to disclose my personal data (name, place and date of birth, mother's name, address of the property and registration number of the car that are involved in the insurance coverage) which are regarded as insurance secret and are needed to perform the Erste Assistance Collective Insurance Contract to the

collaborator partner **Europ Assistance Magyarország Kft.** (seat: 1134 Budapest, Dévai utca 26-28.; registration number: 01-09-565790) hereinafter: **the Collaborator of the Insurer**).

Data of the property involved in the insurance coverage:

Post code:	<input type="text"/>
Place:	<input type="text"/>
Street / number (floor/door):	<input type="text"/>

Registration number of the car involved in the insurance coverage:

1)	<input type="text"/>
2)	<input type="text"/>

I acknowledge that the beginning of the risk coverage of the Insurer is 0:00 a.m. after the day of signing this Declaration of Insured.

I acknowledge that my personal data which are regarded as insurance secret are processed by the Insurer and the Collaborator of the Insurer until termination of the insurance contract according to the General Insurance Terms of the Insurer.

I have been informed that I have the right to request information concerning the processing of my personal data from the Bank, the Insurer and from the Collaborator of the Insurer, I have the right to request the rectification, cancellation of my personal data and if I consider that there has been an injury concerning the processing of my personal data I have the right to notify the interim data protection officer of the Insurer, and I have the right to go to the Nemzeti Adatvédelmi és Információszabadság Hatóság (National authority for data protection and freedom of information) or to the court.

Date

<input type="text"/>

Insured's signature

Witnesses:

Name:	<input type="text"/>	Name:	<input type="text"/>
Signature:	<input type="text"/>	Signature:	<input type="text"/>
Address:	<input type="text"/>	Address:	<input type="text"/>
No of ID card:	<input type="text"/>	No of ID card:	<input type="text"/>

Acknowledgement of the receipt:

Date

<input type="text"/>	<input type="text"/>
----------------------	----------------------

ERSTE BANK HUNGARY Zrt.

CLIENT INFORMATION LETTER AND INSURANCE TERMS AND CONDITIONS

CLIENT INFORMATION LETTER OF THE EUROP ASSISTANCE S.A. IRISH BRANCH

Dear Client,

1. You are the insured person of the Collective Insurance Contract concluded between ERSTE BANK HUNGARY Zrt. as Policyholder (hereinafter Bank) and EUROP Assistance S.A. Irish Branch as Insurer (hereinafter Insurer) applicable for the private clients of the Bank. Please, read through carefully the following information sheet that contains:
 - ✓ our units processing the claims and complaints, and the other forums available for complaint settlement,
 - ✓ name and seat of our supervisory authority,
 - ✓ basic rules of data protection and data handling,
 - ✓ terms and conditions of the Collective Insurance Contract which are obligatory for the Insured.
2. Please do not hesitate to contact the Policyholder i.e. ERSTE BANK HUNGARY Zrt. with questions and problems regarding the Collective Insurance Contract, where the bank is at your disposal. You may find information and guidance under www.erstebank.hu. Please note, that the phone number dedicated for the notification of damage or injury is included in Section II of the terms and conditions.
3. Main data of the Insurer:

Name of the Insurer: Europ Assistance S.A. (société anonyme, limited company)
Seat of the Insurer: 1 Promenade de la Bonnette 92230 Gennevilliers, France
Registration number: Paris Commercial Court, Cg. 451366405
Web: <http://www.europ-assistance.com>
Name and address of the supervisory authority: Autorité de Contrôle Prudentiel, 75436 Paris, 61 rue Taitbout
Supervisory registration number: 451366405

The Insurer is providing its insurance activity as a Member State insurer, through its Irish branch, via cross board services on the basis of § 38 (1) of the Act No. LXXXVIII of 2014 on the Insurance associations and insurance activity (hereinafter referred to as: Insurance Act). The data of the Irish branch are as follows:

Name: Europ Assistance S.A. Irish Branch
Seat: 4 – 8 Eden Quay, Dublin 1, Ireland
Company registration number: 907089
Name and address of the supervisory authority: Irish Financial Services Regulatory Authority PO Box 9138 College Green Dublin

Collaborator of the Insurer:

Name: Europ Assistance Magyarország Befektetési és Tanácsadó Kft.
Seat: 1134 Budapest, Dévai u. 26-28
Registration number: 01-09-565790
Web: <http://www.europ-assistance.hu>
Email: biztositas@europ-assistance.hu
Telephone: +36 1 2367575
Name and address of supervisory authority: Magyar Nemzeti Bank, 1013 Budapest, Krisztina krt. 39.
Effective from the 23 February, 2018

The Insurer is obliged to publish annually its report about its liquidity and financial status. Such report is available at: <https://www.europ-assistance.fr/fr/presse-actualites/publications/le-rapport-sur-la-solvabilite-et-la-situation-financiere>.

The Insurer does not provide any advisory activity when purchased the product.

The Policyholder, acting as multiple agent during the distribution of the insurance shall not receive any provision in connection with the insurance contract.

The insurance is available only together with the ESRTE Premium/World Packages, it is not available independently.

4. Complaints management:

If you have any complaint in connection with the services provided by us, please, contact us personally (1134, Budapest, Dévai u. 26-28.) or by phone on 36 1 465 3664 or via post (Europ Assistance S.A., 1134, Budapest, Dévai u. 26-28.) or by e-mail (biztositas@europ-assistance.hu).

If your complaints cannot be investigated immediately, the employee of the Insurer shall inform you within 30 days after raising complaints about the result of the investigation in the form requested by you.

If your complaint has not be settled satisfactorily during the consultation with the Insurer, you may bring the case to the Magyar Nemzeti Bank (the central bank of Hungary) or to the Hungarian Financial Arbitration Board managed by the Magyar Nemzeti Bank, or you may bring your claim to the competent court defined in the general terms and conditions

Contacts to the Magyar Nemzeti Bank:

Seat: 1054 Budapest, Szabadság tér 8-9.
Postal address: H-1534 Budapest BKKP Postafiók: 777.
Central phone: (36-1) 4899-100
Central fax: (36-1) 4899-102
Website address: www.mnb.hu
Address of the Customer Service: 1013 Budapest, Krisztina krt. 39.
Phone of the Customer Service: +36-80-203-776
Email of the Customer Service: ugyfelszolgalat@mnb.hu

Please note that you can find other information on the consumer protection website of the central bank of Hungary (<http://www.mnb.hu/fogyasztovedelem>).

Contacts to the Hungarian Financial Arbitration Board:

Address: H-1013 Budapest, Krisztina, krt. 39.
Postal address: H-1525 Budapest BKKP Pf.: 172.
Postal address of the Customer Service: H-1013 Budapest, Krisztina, krt. 39.
Phone: +36-80-203-776
Website address: ugyfelszolgalat@mnb.hu

Any other important information on the operation of the Hungarian Financial Arbitration Board (including the Rules of Procedure) can be found on the following website: <http://www.mnb.hu/bekeltetes>.

Besides the procedure of the Hungarian Financial Arbitration Board, as a procedure for preventing lawsuits, handling conflicts and settling disputes, a mediation procedure can be initiated according to the provisions of the Act on mediation activities No LV of 2002.

Claims arising from the insurance contract may be also enforceable before the court without initiating any above defined alternative way of dispute settlement. The court proceedings are governed by the provisions of Act on Civil Proceedings No III of 1952.

5. The insurance period

Concerning the collective insurance agreement the insurance period shall be one year, which begins on the day when the risk coverage of the Insurer begins. The anniversary date shall be the day of the beginning of the risk coverage. Regarding the insured the insurance period shall be 12 months, which begins on the day of the beginning of the risk coverage applicable to the certain injured person.

6. Beginning and termination of risk coverage

Provisions concerning the beginning and termination of risk coverage of the Insurer are detailed in the general terms of insurance.

7. The insured event

Risk events defined in the general terms of insurance.

8. Payment of insurance premium

The insurance premium shall be a regularly paid annual fee paid by the Policyholder. Payments can be made on a monthly or a yearly basis. The insurance premium shall be due on the day on which the risk coverage begins, after that on the first day of the period which is covered by insurance premium. The amount of the insurance premium is tailored to the insurance period.

9. The insurance service

The Insurer shall undertake the provision of the services defined in the special terms and conditions for the case of the occurrence of the Insured event in cooperation with the local and international assistance network of the Collaborator.

10. The termination of the insurance relationship

The insurance relationship should be terminated by the Insured person at the date of the anniversary with a termination period of 30 days via a written declaration made at the Policyholder.

11. The cases of the release of the Insurer and the applied exclusions

The cases of the release of the Insurer and the applied exclusions are detailed in the general terms of insurance.

12. The governing law

For the agreement the Hungarian legal system is applicable, the governing law shall be the Hungarian law.

13. Courts having jurisdiction in case of a legal dispute

In case of a legal dispute, the governing law is the Hungarian law. In the cases belonging to the jurisdiction of the local courts, the Court of the Buda Central Districts shall be exclusively competent; for the cases belonging to the competence of the county courts, the general competence rules of the Hungarian Civil Process Code shall be applicable. In case of a legal dispute, the language of the proceedings shall be Hungarian.

14. Principled and practical information on insurance secret and processing of personal data

Effective from the 23 February, 2018

Insurance secret and personal data

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

In particularly the following data shall be considered as insurance secret:

- personal data of the clients of the Insurer,
- the insured property and assets and its values,
- amount of coverage
- data concerning health status, in case of life, accident, sickness and liability insurance contract,
- the amount of the paid amount of coverage and the date of the payment
- any important facts and circumstances concerning the insurance contract, its formation, its registration and the insurance service

Personal data shall mean any information relating to the data subject, in particular by reference to his name, an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity, and any reference drawn from such information referring to the data subject

14.1. Purpose of the processing of data

14.1.1. Processing of data concerning the registration and enforcement of the insurance contract and the fulfilment of the insurance services

You are informed that the Insurer as a data processor shall be allowed to process the data of its clients which are considered insurance secrets only to the extent that they relate to the relevant insurance contract, with its formation and registration, and to the service. Processing of such data shall take place only to the extent necessary for the conclusion, amendment and maintenance of the insurance contract and for the evaluation of claims arising from the insurance contract or for any other purpose specified in the Insurance Act. Client of the Insurer shall mean the policyholder, the insured person, the beneficiary, the injured party, any other person who makes a contractual offer to the Insurer and who is entitled to receive benefits from the Insurer, furthermore, in the case of independent insurance intermediaries, any person who enters into a contract with an independent insurance intermediary for the purpose of brokering; concerning the data protection provisions client shall be furthermore the person who makes an offer for the contract. Processing of data is carried out on the basis of the free consent which is considered to be given by conclusion of the insurance contract.

14.1.2. Processing of data with the purpose of protection of risk groups

You are informed that under Art. 149 of the Insurance Act, in discharging the obligations delegated by law, or fulfilling their contractual commitments, in order to provide services in compliance with the relevant legislation or as contracted, and to prevent insurance fraud, our insurance company- in order to protect the interest of risk groups - has the right to make a request to another insurance company with respect to data processed by this insurance company and referred to in Subsections (3)-(6) of Art 149 of the Insurance Act in accordance with Subsection (1) of Section 135, taking into account the unique characteristics of insurance products affected. The request shall contain the information necessary for the identification of the person, property or right defined therein, it shall specify the type of data requested and the purpose of the request. Making a request and complying with one shall not be construed a breach of insurance secrecy.

Within this framework, our company is entitled

- to request the following data concerning the performance of the accident and sickness, and insurances belonging to the life insurance branch

- a) the identification data of the policyholder, the insured person and the beneficiary;
- b) information relating to the state of health at the time of recording of the insured person in connection with the risk covered;
- c) information concerning the insurance history of the persons referred to in Paragraph a), listing previous settlements under the branch to which this Subsection pertains;
- d) information relating to the assessment of risk in connection with any policy provided by the requested insurance company; and
- e) information for verifying the legal grounds for a settlement to be paid in connection with any policy provided by the requested insurance company

– to request the following data concerning the performance of the insurances in the following branches: land vehicles (other than railway rolling stock), railway rolling stock, aircraft, ships, goods in transit, fire and natural forces, other damage to property, credit, suretyship and guarantee, miscellaneous financial loss, legal expenses, assistance

- a) the identification data of the policyholder, the insured person, the beneficiary and the injured party;
- b) information for the identification of property and assets, claims or rights insured;
- c) information concerning previous settlements relating to the property and assets, claims or rights referred to in Paragraph b);
- d) information relating to the assessment of risk in connection with any policy provided by the requested insurance company; and
- e) information for verifying the legal grounds for a settlement to be paid in connection with any policy provided by the requested insurance company.

- to request the following data concerning the performance of the insurances in the following branches: motor vehicle liability (including carrier's liability and compulsory motor vehicle liability insurance), aircraft liability, liability for ships and general liability

- a) subject to the injured party's prior consent, the identification data of the injured party;
- b) the identification data of the policyholder, the insured person, the beneficiary, and the data referred to in Paragraphs b)-e) of Subsection (4);
- c) subject to the injured party's prior consent, information relating to the state of health at the time of recording of any person seeking settlement for personal injury or restitution for any violation of personality rights, in connection with the risk covered;
- d) information, with all personal data removed, concerning the insurance history related to the damaged property and assets, listing previous settlements under the branch to which this Subsection pertains;
- e) subject to the injured party's prior consent, information concerning the insurance history of the persons seeking settlement for personal injury or restitution for any violation of rights relating to personality, listing previous settlements under the branch to which this Subsection pertains.

– to request the following data concerning the performance of the insurances in the following branches: land vehicles (other than railway rolling stock) and motor vehicle liability (including carrier's liability and compulsory motor vehicle liability insurance) based on the identification data of the vehicle (registration number, chassis number) - in case of damages occurred in the motor vehicle liability (including carrier's liability and compulsory motor vehicle liability insurance) branch even without prior consent of the injured people

- a) information concerning the insurance history related to the vehicle in question, such as in particular the dates when the losses 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 assessment of damages performed by the insurance company on the vehicle in question, and the amount of damages.

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

Our insurance company shall be allowed to process data obtained through the request for a period of ninety days from the date of receipt.

If the data obtained by our insurance company through the request is necessary for the enforcement of our insurance company's lawful interest, the time limit specified above for data processing shall be extended until the conclusion of the procedure opened for the enforcement of such claim. If the data obtained by our insurance company through the request for the enforcement of our insurance company's lawful interest, and the procedure for the enforcement of such claim is not opened inside a period of one year after the data is received, such data may be processed for a period of one year from the date of receipt.

Our insurance company shall inform the client affected by the request concerning the request and also on the data to which it pertains, at least once during the period of insurance cover. If the client asks for information regarding his data in accordance with the Info Act and the requesting insurance company no longer has - having regard to the above defined terms - the data to which the request refers, the client shall be informed thereof.

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

14.1.3. Processing of data in connection with complaints received by the Insurer

In order to comply with rules of complaints handling defined in Article 15 of Bit., personal data obtained through handling complaints shall be processed by the Insurer. The Insurer shall maintain records on the complaints received from clients, and the actions and measures taken for its handling and resolution. The legal basis of processing of data by the Insurer is laid down in the above defined Article of Bit.

14.2. Duration of the processing of data

14.2.1. The Insurer shall be entitled to process personal data - including data concerning the health status - during the time of the insurance relationship, and as long as any claim can be asserted in connection with the insurance relationship. The Insurer shall be entitled to process personal data relating to any unconcluded insurance contract as long as any claim can be asserted in connection with the failure of the contract. Any documents in connection with the formation, register and failure of the contract, which shall be regarded as accounting documents, shall be kept 8 years under Article 169 of Act on Accounting.

14.2.2. If complaints are handled by telephone, the Insurer shall record the conversation between it and the client, and shall retain this sound recording for a period of five years, for the end of the supervisory proceedings initiated relating to the complaint, or for the end of the supervisory proceedings initiated against the decision made during the proceedings.

14.2.3. The Insurer shall retain the complaint and the reply provided therefore for a period of three years

14.2.4. The Insurer shall retain the data defined in point 14.1.2. and obtained from other insurance company for protecting risk groups according to the rules and time limit detailed in point 14.1.2.

14.2.5. Insurer shall be required to delete all personal data relating to their current or former clients or to any unconcluded contract in connection with which the purpose of the processing of the data exists no longer or no consent made by the related person is available, or if it no legal basis for processing such data.

14.3. Legal basis of the processing of data

14.3.1. According to the provisions of the Act on the Right of Informational Self-Determination and on Freedom of Information No CXII of 2011 (hereinafter Info Act), you are informed that the legal basis for the cases of processing of data referred above are defined in Article 135 and 159 of Bit, Article 169 of Act on Accounting, and Article 149 regarding the exchange of data between insurance companies for the purpose of protecting risk groups. According to the Act on the Processing and Protection of Personal Data in the Field of Medicine, the Insurer shall be authorized to process any data relating to the health status of clients only for purposes defined in point 14.1.1. and only in possession of the written consent of the related person.

14.3.2. According to the Info Act, personal data may be processed also if obtaining the data subject's consent is impossible or it would give rise to disproportionate costs, and the processing of personal data is necessary:

- a) for compliance with a legal obligation pertaining to the data controller, or
- b) for the purposes of the legitimate interests pursued by the controller or by a third party and enforcing these interests is considered proportionate to the limitation of the right for the protection of personal data.

14.3.3. According to the Info Act where personal data is recorded under the data subject's consent, the controller shall - unless otherwise provided for by law - be able to process the data recorded where this is necessary:

- a) for compliance with a legal obligation pertaining to the controller, or
- b) for the purposes of legitimate interests pursued by the controller or by a third party, if enforcing these interests is considered proportionate to the limitation of the right for the protection of personal data, without the related person's further consent or after the related person having withdrawn his consent.

14.3.4. In case of the prior consent of the related natural person, the Insurer is allowed to process personal data for other purposes. The Insurer shall give information on these processing of data at the time of registration of the data for this purpose

14.4. Identifying those who are entitled to have access to the data

You are informed that only our employee with rights of access relating to the defined purpose of the processing of the data, our contracted insurance intermediary and persons and companies that are carrying out data processing or outsourced activities under separate contracts are allowed to have access to the personal data and to the information regarded as insurance secret in the extent defined by our company and for the duration required to their activity. Persons or companies, that are not prohibited from having access to the insurance secret under point 14.5.1. - 14.5.5., are also allowed to have access to the data. You are informed that our company is using data processors during the procedure of processing of data.

14.5. Keeping the insurance secret

Unless otherwise provided for by law, the owners, directors and employees of the Insurer, and all other persons having access to insurance secrets in any way or form during their activities shall be subject to the obligation of professional secrecy without any time limitation. Insurance secrets may only be disclosed to third parties:

- the client of the Insurer gives a written consent which shall precisely specify the insurance secrets that may be disclosed;

- if there is no obligation of professional secrecy under Bit.

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

- a) the Authority in exercising its designated functions;
 - b) the investigating authority and the public prosecutor's office after ordering the investigation;
 - c) the court of law in connection with criminal cases, civil actions and non-contentious proceedings, and the judicial review of administrative decisions, including the experts appointed by the court, and the independent court bailiff in connection with a case of judicial enforcement, the principal creditor in debt consolidation procedures of natural persons, the Családi Csődvédelmi Szolgálat (Family Bankruptcy Protection Service), the family administrator, the court;
 - d) notaries public, including the experts they have appointed, in connection with probate cases;
 - e) the tax authority in the cases of tax matters where the insurance company is required by law to disclose specific information to the tax authority upon request and/or to disclose data concerning any payment made under an insurance contract that is subject to tax liability.
 - f) the national security service in exercising its designated functions;
 - g) the Gazdasági Versenyhivatal (*Hungarian Competition Authority*) in exercising its designated functions;
 - h) the guardian authority in exercising its designated functions;
 - i) the government body in charge of the healthcare system in the case defined in Subsection (2) of Section 108 of Act CLIV of 1997 on Health Care;
 - j) bodies authorized to use secret service means and to conduct covert investigations if the conditions prescribed in specific other act are provided for;
 - k) providers of reinsurance and co-insurance, where applicable, companies within the company group;
 - l) the bureau of insurance policy records maintaining the central policy records with respect to data transmitted as governed in Bit;
 - m) the receiving insurance company with respect to insurance contracts conveyed under a portfolio transfer arrangement, as provided for by the relevant agreement;
 - n) with respect to the information required for settlement and for the enforcement of compensation claims, and also for the conveyance of these among one another, the body operating the Compensation Fund and/or the Claims Guarantee Fund, the National Bureau, the correspondent, the Information Centre, the Claims Organization, claims representatives and claims adjustment representatives, or the responsible party if wishing to access - in exercising the right of self-determination - the particulars of the other vehicle that was involved in the accident from the accident report for the purpose of settlement;
 - o) the outsourcing service provider with respect to data supplied under outsourcing contracts, and the auditor with respect to data required for carrying out the audits;
 - p) third-country insurance companies and insurance intermediaries in respect of their branches, if they are able to satisfy the requirements prescribed by Hungarian law in connection with the management of each datum and the country in which the third-country insurance company is established has regulations on data protection that conform to the requirements prescribed by Hungarian law;
 - q) the commissioner of fundamental rights in exercising its designated functions;
 - r) the Nemzeti Adatvédelmi és Információszabadság Hatóság (*National Authority for Data Protection and Freedom of Information*) in exercising its designated functions;
 - s) the insurance company in respect of the bonus-malus system and the bonus-malus rating, and the claims record and the bonus-malus rating in the cases specified in the decree on the detailed rules for the verification of casualties;
- upon receipt of a written request from a body or person referred to in Paragraphs a)-j), n) and s) indicating the name of the client or the description of the insurance contract, the type of data requested and the purpose of and the grounds for requesting data, with the exception that the bodies or persons referred to in Paragraphs p)-s) are required to indicate only the type of data requested and the purpose

and grounds for requesting it. An indication of the statutory provision granting authorization for requesting data shall be treated as verification of the purpose and legal grounds.

The confidentiality requirement shall apply to the employees of the agencies specified above beyond the framework of their official capacity.

The obligation of confidentiality concerning insurance secrets shall not apply to financial institutions provided for in the CIFE 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 contract, the type of data requested and the purpose and grounds for requesting it.

The disclosure made by the Insurer to the tax authority in compliance with the obligation prescribed in Sections 43/B-43/C of Act XXXVII of 2013 on International Administrative Cooperation in Matters of Taxation and Other Compulsory Payments in accordance with Act XIX of 2014 on the Promulgation of the Agreement between the Government of Hungary and the Government of the United States of America to Improve International Tax Compliance and to Implement FATCA, and on the Amendment of Certain Related Acts shall not be construed as violation of insurance secrets.

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

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

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

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

Furthermore, the obligation to keep insurance secrets shall not apply when:

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

14.5.3. It shall not constitute a violation of professional secrecy where the Insurer supplies information to third-country insurance or reinsurance company or a third-country data processing agency:

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

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

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

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

The Insurer may not refuse to disclose the data specified above on the grounds of protection of insurance secrets

The Insurer shall not be authorized to notify the data subject when data is disclosed pursuant to points 14.5.1. b), f) and j) in points 14.5.2. a)–b).

The Insurer is authorized to transfer the personal data of the clients to the organs and in the he cases specified in points 14.5.1.–14.5.3.

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

14.6. Rights relating to the processing of data and the ways of their exercising

Upon the data subject's request our company shall provide information concerning the data relating to him, including those processed by a data processor hired by the data controller or by others based on its instructions, the sources from where they were obtained, the purpose, grounds and duration of processing, the name and address of the data processor and on its activities relating to data processing, the circumstances surrounding the privacy incident, its impact, and the actions taken to rectify the situation, and - if the personal data of the data subject is made available to others - the legal basis and the recipients. Our company comply with requests for information without any delay, and provide the information requested in an intelligible form, in writing at the data subject's request, within not more than twenty-five days. The information shall be provided free of charge for any category of data once a year. Additional information concerning the same category of data may be subject to a charge. The amount of such charge may be fixed in an agreement between the parties. Where any payment is made in connection with data that was processed unlawfully, or the request led to rectification, it shall be refunded.

The related person may request the rectification of his personal data, and - under law or legal authorization - the related person may request the erasure or blocking of his personal data, with the exception of processing of data made for public interest under a decision of any local municipality. Rectifications requested by the related person are corrected in our registrations.

In cases defined in the Info Act, the related persons shall have the right to object to the processing of their personal data. In the event of objection, our company shall investigate the cause of objection within the shortest possible time inside a fifteen-day time period, adopt a decision as to merits and shall notify the data subject in writing of its decision. If the related person disagrees with the decision, or if our company fails to meet the deadline specified above, the related person shall have the right to bring action in the court of law within thirty days of the date of delivery of the decision or from the last day of the time limit.

Objections and requests of the related persons concerning the processing of their personal data shall be submitted at our company in an oral form (personally) or in a written form (personally or in a document given us by another person, by fax or by email) at the given contacts addressed to the interim data protection officer of the Insurer. The request, objections and complaints are treated by the Central group for customer service and handling of complaints involving the interim data protection officer.

If the objections, complaints and requests the related persons concerning their personal data have not been settled satisfactorily at our company, or the related persons consider that there has been an injury concerning the processing of their personal data or there is an imminent danger of such injury, the related persons shall have the right to notify the Nemzeti Adatvédelmi és Információszabadság Hatóság (National authority for data protection and freedom of information).

Contacts to the Nemzeti Adatvédelmi és Információszabadság Hatóság

Seat: 1125 Budapest, Szilágyi Erzsébet fasor 22/c.

Postal address: 1530 Budapest, Pf. 5

Telephone: 06 1 391 1400

Fax: 06 1 391 1410

Email: ugyfelszolgalat@naih.hu

Web: naih.hu

The processing of the data of deceased persons shall be governed by the provisions relating to the processing of personal data. Concerning the data relating to the deceased person, rights of the related person may be exercised also by the successor of the deceased person or by the authorised person named in the insurance contract.

15. Interest for late payment

In case of late payment of the insurance premium, the Insurer has the right to charge an interest for late payment defined in Article 6:48(1) of the Hungarian Civil Code.

If the Policyholder liable for paying the insurance premium shall be considered as a company in terms of the Hungarian Civil Code, the Insurer has the right to charge costs and interest for late payment defined in Article 6:155(1) and (2) of the Hungarian Civil Code, in case of late payment of the insurance premium.

16. Formal requirements of the legal statements (declarations, notifications) and the terms of their validity

15.1. Subjects of the insurance contract shall make their contractual statements in the following defined way and form, the statements shall be regarded as valid only in this form:

- signed postal letter sent to the collaborator of the Insurer
- signed fax sent to the fax number defined and published by the collaborator of the Insurer
- scanned and undersigned document sent to the email defined and published by the collaborator of the Insurer
- signed document submitted personally or via another person at the seat of the collaborator of the Insurer
- statement made by telephone at the phone number defined and published by the collaborator of the Insurer.

For special types of contracts and statements, the Insurer shall have the right to define other requirements for the opportunity of making statements other than defined above, it shall have the right to define further provisions, which shall be specified in the general contractual terms or in a separate agreement concluded between the parties in this subject.

Provisions relating to the notification and deadline of the insured event shall be defined in the general insurance terms.

15.2. A legal statement shall be valid exclusively than, if one of the organisational units of the Insurer becomes aware of it.

15.3. The contractual parties shall make their legal statements containing the **termination** of the insurance contract **in writing**. Documents signed by the party making the statement and sent by post, by fax or email in a scanned form to the contacts defined by the Insurer shall be considered as a written statement.

15.4. In case of notification per post as a letter with acknowledgement receipt, the statement sent by the Insurer shall be considered as served if the receipt has been denied by the addressee or if the letter has been sent back with the mark „unknown new address” or „unclaimed” from the address registered by the Insurer. The statement sent by the Insurer shall be considered as served if its receipt has been acknowledged by a signature made by the addressee or its representative.

17. Entering into the collective insurance contract

16.1 The collective insurance contract is concluded by the agreement between the Policyholder and the Insurer in favour of the clients of the Policyholder, who enters into the contract under the conditions defined in this document. Clients of the Policyholder shall enter into the collective insurance contract exclusively as insured persons; they are not allowed to act as a Policyholder.

16.2. Insured persons shall enter into the collective insurance contract by way of a submitted Declaration of the insured person.

The Declaration of the insured person contains the consent of the insured person to be fallen under the scope of the collective insurance contract concluded between the Policyholder and the Insurer, and furthermore it contains information on the rights and liabilities of the insured person. Declaration of the insured person shall form a part of the collective insurance contract.

An insurance relationship arises between the Insurer and the insured person due to the entering into the contract.

16.3. The insured person may have the right to terminate the insurance relationship arisen from entering into the contract at the date of the anniversary with a termination period of 30 days by a written statement send to the Policyholder.

18. Miscellaneous provisions

18.1. Possible former contractual / business practices and usages of the parties and usages widely known and regularly used by subjects of such contracts in the insurance branch shall not become content of the insurance contract shall not be part of the insurance contract.

18.2. The agreement between the parties contains all conditions of the insurance contract; the previous agreements that have not been defined in a written contract shall be repealed.

19. Limitation period

You are informed that concerning this insurance contract, the limitation period, within the claims can be enforced, shall be 1 (one) year after the day of the insured event, which deviates from the general limitation period of 5 years defined in Article 6:22(1) of the Hungarian Civil Code.

GENERAL TERMS OF INSURANCE OF THE ERSTE ASSISTANCE

Europ Assistance S.A. Irish Branch (hereinafter: Insurer) undertakes the obligation to pay indemnity, depending on the occurrence of a definite future event (Insured Event) in accordance with the terms and conditions of the Collective Insurance Contract included in the present annex and to operate non-stop phone service for information and assistance with living voice.

Please note that the present insurance includes only roadside household assistance services and does not replace the vehicle (CASCO, MTPL insurance) and home insurance services.

I. Definitions:

1. **Insured Event:** risk events defined in Section II.
2. **Insurer:** Europ Assistance S.A. Irish Branch (seat: 4 – 8 Eden Quay, Dublin, Ireland, registration number: 905036) registered by the French insurance supervision as an Insurer operating in branches of the non-life insurance sector defined by Part A of Annex 1 of the Act LXXXVIII. of 2014 on Insurance Institutions and the Insurance Business (hereinafter: Bit.) which is performing its activity under Subsection (1) of § 38 of Bit. in the frame of cross-border services within the territory of Hungary – hereinafter: EAIB or Insurer.
3. **Insured:** the client of the Policyholder, who possesses a retail Premium bank account denominated in HUF and has entered into the Insurance Contract by way of signing the Declaration of the Insured.
4. **Insurance Term:** one calendar year; the first term starts on the day of the beginning of the risk coverage, and lasts until the end of the running calendar year.
5. **Insurance contract term:** the Insurance Contract is concluded for indefinite period
6. **Collaborator of the Insurer:** Europ Assistance Magyarország Kft. - Cg. 01-09-565790, 1123 Budapest, Dévai u. 26-28 - (EAHUN), a company engaged in providing assistance services.
7. **Beginning of risk cover:** in terms of each Insured, 0:00 a.m. following the day when the given Insured signed the Declaration of the Insured, unless waiting time is agreed because of the special conditions.
8. **Termination of risk cover:** the risk cover of the Insurer terminates against single Insured in the following events:
 9. simultaneously with the termination of the Collective Insurance Contract,
 10. 0:00 am following the day when the Erste Prémium / Erste World Account Service Framework Contract terminates due to any reasons
11. **Policyholder:** ERSTE BANK HUNGARY Zrt., which company concluded a collective insurance contract to ensure insurance protection for its clients (Insured) who enter into the contract regarding the insured events defined in these terms.

II. Description of the services of each insurance packet

The phone number of the „ERSTE Assistance” service is: +36 1 465 3664, where the following services are available:

A) Erste Prémium Assistance insurance packet

1. Definitions:

12. **Insured Building** (risk location of household assistance): a property located in Hungary defined in the Declaration of the Insured, which property can be a flat or house being in the ownership of the Insured or located

under the permanent address of the Insured

- 13. Insured Vehicle:** at most 2 (two) vehicles defined in the Declaration of the Insured, owned or kept by the Insured, not elder than 14 years on the day of the signing of the Declaration of the Insured, calculated from the first registration, having valid Hungarian registration certificate and registration number, having maximum permitted weight of 3500 kg
- 14. Traffic Accident:** the occasion occurred in direct causal connection during the traffic regulated under the co-KPM-BM Decree 1 / 1975. (II. 5) on road traffic rules with a vehicle, in accordance with the present terms and conditions
- 15. Technical failure:** mechanical or electrical failure that cannot be traced back to own fault and results the immediate immobility of the vehicle; or unexpected failure that cannot be traced back to own fault which jeopardizes the safety of the traffic; or makes impossible to close the vehicle (e.g.: fault of window-lifter, locks).
- 16. Own fault:** the unservicability of the vehicle due to negligence in connection with the use or operation, included but not limited to: the locking of the vehicle key into the vehicle, diversion from the paved road or entrapment because of the use of impassable road, run-out of fuel, or use of inadequate fuel, discharged battery, lack of maintenance, improper changing of the technical condition of the vehicle, absence of the spare tire, jack, or wheel wrench etc

Territorial scope:

In connection with the household assistance and the extended warranty: Hungary.

In connection with the roadside assistance: Hungary and the following countries:

Andorra, Austria, Estonia, Latvia, Lithuania, Belgium, Bosnia-Herzegovina, Bulgaria, Cyprus, Czech Republic, United Kingdom, Denmark, Finland, France, Gibraltar, Greece, Holland, Croatia, Ireland, Iceland, Poland, Liechtenstein, Luxemburg, Macedonia, Hungary, Malta, Monaco, Montenegro, Germany, Norwegian, Italy, Portugal, Romania, San Marino, Spain, Swiss, Sweden, Serbia, Slovak Republic, Slovenia, Turkey (European part), Vatican City.

2. Services:

2.1. Information and organization services (without cost-undertaking)

2.1.1. Medical and Healthcare Informations in Hungary and Europe:

- nomination of medical assistance (hospital, clinic, surgery, stand-by for emergency and their address, phone number),
- nomination of pediatrician assistance (hospital, clinic, surgery, stand-by for emergency and their address, phone number),
- nomination of the dental surgery (address, phone number, stand-by for emergency),
- nomination of the pharmacies (address, phone number, stand-by pharmacy),
- nomination of the veterinary doctor on duty.

2.1.2 General Medical Advice- remote medical support

General medical advice in case of questions about children and adults through phone by doctor, such as:

- Information about health status,
- Explanation of the medical terminology and final hospital reports,
- Explanation of the laboratory results and the context resulting thereof,
- Explanation of medical procedures.

2.1.3 Organization of home care

- Social services: cooking, washing, doing the ironing, escorting, medicine purchase on the basis of prescription, help with bathing, daily cleanup, cleaning, overnight monitoring.

2.2. Organization of services with cost undertaking

2.2.1 Roadside vehicle assistance (roadside assistance)

2.2.1.1 Insured Event

Insured Event occurs, if the Insured Vehicle has been used lawfully, in accordance with the legal, technical and maintenance provisions during the insurance term, and due to a technical failure, the vehicle becomes unoperable or unfitting for use in the road traffic in accordance with the applicable legal prescriptions, or a Traffic Accident occurred.

In case of own fault, no claim for service can be enforced.

2.2.1.2 Services

2.2.1.2.1 On-the-spot breakdown service:

According to the Insurance Contract, the on-spot repairer or the trailer of our assistant shall perform the repair or the vehicle's re-entry into traffic, as follows:

If the Insured Vehicle is inoperable because of technical failure or Traffic Accident notified by the Insured, the service provider partner of the Insurer shall send rescue car or trailer after the receipt of the notification of the Insured which attempts to repair the vehicle or to make it suitable for the traffic.

The repair of the vehicle made operable shall be considered as temporary repair. The owner of the vehicle is obliged to have the vehicle repaired permanently and foolproof at his / her own costs.

2.2.1.2.2 Towing, vehicle storage

Should a technical failure or traffic accident result in the immovability of the vehicle, that cannot be repaired on spot, the trailer sent by the Insurer to the site shall tow the insured vehicle together with the personal luggage to the closest authorized workshop. The Insurer reimburses the costs of the towing into the workshop incurred by the service provider appointed by the assistant of the Insurer.

If the authorized service center or workshop is closed at the time of the technical failure or the accident of the Insured Vehicle, our service provider partner shall organize the storage of the vehicle and bear the costs of the storage until the vehicle is taken over by the service center, workshop but no later than until the first working day.

2.2.1.2.3 Replacement vehicle

If the repair can not be completed within 1 (one) day, the Insurer shall organize the hiring of a group B vehicle and shall bear its costs for 1 (one) day. The Insurer shall reimburse only the rental fee of the vehicle. The Insurer shall reimburse neither the costs of the operation of a hired vehicle (eg.: fuel costs) nor other costs arising from any other damage, accordingly, the Insurer shall not explicitly reimburse the deposit requested by a foreign car rental office. The Insured shall comply with any eventual other terms of the foreign car rental office on his / her own expense, too.

The Insured shall hand over the replacement vehicle at the car rental company until 9 o'clock a.m. on the first calendar day following the rented term reimbursed by the Insurer. The Insurer shall not bear any additional costs arising from the delay.

2.2.1.2.4 Restriction:

The Insurer shall perform the services described in point 2.2.1.2. within one insurance term regarding one Insured Vehicle only for one Insured Event with cost-undertaking

2.2.1.3 Notification of the Insured Event

If Insured Event occurs the passenger(s) of the vehicle shall immediately notify EAHUN on the phone number available in 24 hours: +361 465 3664

The customer shall provide the following information:

- phone number;
- the type and registration number of the vehicle;
- location of immovable the vehicle;
- the cause of the immovability and other conditions deemed important with respect to the occurrence of the Insured Event and affecting the provision of the service.

If the passenger(s) of the car withholds any circumstance relevant to the provision of the service, or misrepresents the Insurer with respect to a fact affecting the Insurer's payment obligation or its extent, the Insurer shall not be obliged to perform the services.

In case of notification of an emergency, EAHUN shall examine the entitlement of the Insured for insurance services (cover check). If the Insured shall be considered as covered, EAHUN shall begin to organize the insurance services immediately upon receipt of the emergency call. If it is possible, the Insurer's assistant partner informs the passenger(s) of the car about the content of insurance services and the foreseeable time requirement of their fulfilment.

The passenger(s) of the car shall provide the information necessary to determine the cover, legal basis and the amount of compensation and allow the verification of the content of the notification and information. The passenger(s) of the car shall provide the available documents necessary for the Insurer to the enforcement of its claim against third parties.

The Insured shall duly prevent and mitigate the damage. The parties are entitled to agree in the tasks of the passengers in connection with the prevention and mitigation of the damage. About the tasks of the passenger(s) relating the prevention and mitigation of the damage the assistant partner of the Insurer may provide advice.

If the Insured is not covered, or the legality of the notified claim or the existence of an emergency is disputable with regard to the known circumstances, the Insurer or the assistant of the Insurer is not obliged to advance the costs, but the Insured shall pay them on the spot against invoice. The Insurer shall inform the client in advance about this circumstance through its assistant. In this case the on-spot breakdown service and the reparation of the failure shall be performed if the client covers the costs in accordance with the preliminary information.

If the Insured proves or if it has been proved later that the Insured is entitled to the insurance service, the assistant of the Insurer shall reimburse the amount of the invoice according in accordance with the terms and conditions.

2.2.1.4 Exclusions and exemptions

Risk cover of the Insurer shall not include:

- Vehicles exceeding the maximum permitted total weight of 3500 kg;
- The vehicle was not roadworthy at the conclusion of the contract, or the accident or technical failure is due a fact that after a previous failure the vehicle's roadworthiness has been repaired only temporary and not permanently,
- Damage that occurred regarding a vehicle without valid technical control certificate (TÜV), number plate or registration certificate, and the damage that occurred in connection with an insured vehicle which owner missed the fulfilment of the compulsory maintenance and control regulated in the service manual;
- Vehicles modified in comparison to the original factory equipment and settings or vehicles under increased usage for special purposes (e.g. race cars, vehicles using warning device, vehicles transporting hazardous substance, oldtimer etc.);

- Insured Event occurred during the attendance of any kind of motor racing or the related training;
- Loss profit in accordance with damage or loss in the transported goods, furthermore the continuance of the shipment and its organization, or the damage related to the spoilage of the shipment;
- Regular change of parts, material and accessories, periodical or other maintenance or supervision related to the normal operation of the vehicle, furthermore the equipment and accessories prescribed by law;
- Accident or immovability of the vehicle that occurred on non-public road, or on closed public road;
- Damage occurred to the Insured Vehicle caused by its trailer;
- Damage in connection with theft and destruction of the Insured Vehicle;
- Repair and maintenance costs necessary to the permanent repair of the vehicle;
- Costs of fuel;
- Delivery or postal charges of the luggage, if they are not suitable to transport it together with the Insured;
- Claims of hitchhikers travelled in the Insured Vehicle;
- Damages which have been reimbursed on the basis of other insurance contract (e.g. CASCO);
- Damage, which occurred in direct or indirect connection with the following events: riot, civil commotion, demonstration, strike, terrorist or war incidents;
- Damage occurred during the measures / orders of the Hungarian and foreign governmental or administrative organs;
- Damage of the vehicle and of its accessories occurred after the insurance service i.e. after the towing of the vehicle to the workshop;
- Damage occurred during driving under the influence of alcohol or other narcotic material, or under sickness which influences the perception, or due to attempt of suicide and the accident, technical failure, immovability or unsuitability for traffic of the vehicle has been occurred due to this fact;
- Accidents caused directly or indirectly by fusion, ionizing, radiating substances and waste or product, or by nuclear, biological or chemical weapon;
- Damage occurred due to natural disasters;
- Stealing or damaging of packages or personal and other assets that have been left in the vehicle, or damage resulting from the damage or stealing of parts unless it is proven that the damage had been caused by the assistant of the Insurer and/or its contractual partner.

The Insurer shall be exempted from its payment obligation if it is proven that the damage has been caused unlawfully or willfully or by gross negligence by the Insured or a relative living in his/her joint household, or employees, agents, members or bodies of the Insured who are involved in the operation of the vehicle.

The Insurer shall be exempted from its payment obligation especially but not limited to the following cases:

- **If the passenger(s) of the car do not notify the ERSTE Assistance phone number about the claim directly after the occurrence of the accident or technical failure.**
- **The specification of the usage of the vehicle does not comply with the technical requirements defined by the law about the permitted total weight and number of passengers.**
- **Passenger(s) of the car do not resort to the insurance service in accordance with the manner agreed priorly with the person answering the call at the ERSTE Assistance phone service.**
- **Upon the occurrence of the accident or technical failure the driver of the vehicle do not have valid driving license.**
- **The accident or technical failure is due to the improper use or maintenance of the vehicle.**
- **If the Insured Vehicle has transported person with the violation of the law about traffic.**

2.2.2. Household assistance

2.2.2.1 Insured Event

In terms of this Collective Insurance Contract, emergency service means the failure of the mechanical, technical equipment of the Insured building, or a situation, circumstance that is a result of a sudden external mechanical impact, which requires immediate action to avoid the further damages and danger of accident.

The following events shall be especially treated as emergency:

flooding due to the pipe breakage,
sparking conduits due to electric short circuit,
sewage overflow due to pipe stoppage,
key broken into the lock and due to this the residential building cannot be locked in or opened etc.

According to these terms, the following events especially shall not be considered as emergency services:

repair of gas and electronic devices,
broken of glass roof, glass brick, glass wall, glass house, mirror walls, other devices made of glass
belonging to the equipments of the flat (e.g. mirror, aquarium etc.)
pipe stoppage that does not cause sewage overflow
flooding due to the lack of the flat roof isolation.

2.2.2.2 Emergency crafts in terms of the emergency services undertaken by the Insurer

- Drain cleaning,
- Gas-fitters,
- Glazier,
- Electrician,
- Plumber,
- Locksmith

2.2.2.3 Costs covered by the Insurer (costs of emergency):

2.2.2.3.1 The insurance contract shall cover the costs incurred by the craftsman sent by the Insurer in order to eliminate emergency – i.e. one-time travel cost, fee of the craftsman, cost of material –up to gross HUF 30.000,- i.e. thirty thousand forint pro Insured Event.

The Insurer shall reimburse only the costs necessary to restore the state previous to the emergency with the fittings and material of the same type and category as the original up to the previously determined insured amount.

2.2.2.3.2 Restriction

The Insurer is obliged to perform the services defined in point 2.2.2.2 with cost undertaking only in one occasion for one Insured Building within one insurance term

2.2.2.4 Notification of the emergency

The emergency shall be notified immediately but at the latest within 24 hours after the occurrence.

The client shall communicate the following data to the assistant of the Insurer:

- Name of the Insured,
- Address of the Insured Building,
- Description of the Insured Event (Emergency).

If the Insured withholds any circumstance relevant to the provision of the service or misrepresents the Insurer with respect to a fact affecting the Insurer's payment obligation or its extent, the Insurer shall not be obliged to perform the services.

2.2.2.5 Evaluation of the emergency, timeframe of the elimination of the emergency

In case of notification of an emergency, the assistant of the Insurer shall examine the entitlement of the Insured for insurance services (cover check). If the Insured shall be considered as covered, the Insurer through its
Effective from the 23 February, 2018

assistant shall send the craftman to the place of the emergency as quick as possible and advance the costs of the repair. If for the Insured, only a later date is suitable, but he/she has taken care to prevent further damage (e.g.: he/she turned off the water in the building, but can welcome the plumber only two days later), the notified case shall be handled as emergency by the Insurer and by its assistant and the related costs shall be covered.

If the Insured shall not be covered or the legality of the notified claim or the existence of an emergency can be disputed on the basis of the reported circumstances, the Insurer or its assistant shall not advance the costs, but the Insured shall pay the incurred costs against invoice on the spot. About this circumstance the Insurer shall inform the client in advance through EAHUN. In this case on the spot repair service shall be performed if the client covers the costs himself / herself according to the preliminary information.

If the Insured proves or if it has been proved later that the Insured is entitled to the insurance service, the assistant of the Insurer shall reimburse the amount of the invoice according in accordance with the terms and conditions.

2.2.2.6 Exclusions and exemptions

The insurance cover shall not include, if the emergency has been occurred in connection with:

- any event of war, demonstration, march, terrorism, or internal civil commotion, as well as any military or police action, or
- any event due damaging effect of nuclear energy, or
- natural disaster.

The Insurer shall be exempted from its payment obligation if it proves the damage has been caused unlawfully by

- the Insured, or
- relatives (relative mean: spouses and next of kin, adopted persons, stepchildren, foster children, adoptive parents, stepparents, foster parents, brothers, and sisters partners, domestic partners, spouses of the next of kin, fiancées; next of kin, brothers, and sisters of a spouse, and spouses of bothers and sisters) living in common household with the Insured caused the damage in intentional or severe negligent manner.

2.2.3 Extended warranty

2.2.3.1 Definitions:

Insured Event: Any not foreseeable mechanical, electronic, technical failure of the insured property and assets during the period of risk coverage without any external effects, which causes a partial or full inoperability of the insured property and assets.

Insured property and assets:

1. **Electronic devices** listed in Annex-1 belonging to the household of the Policyholder which are used for private purposes and meet the following cumulative conditions:
 - **they were bought as a new product** in Hungary **proved by an invoice issued for the name of the Insured**
 - **its value at the time of purchase** was at least 20 000 HUF
 - **its age** (calculated from the day of purchase) **is not higher than 48 months**
 - at the time of the damage it has to be **part of the equipments** of the insured building
 - **the warranty** undertaken by the producer or distributor **is no longer valid**
2. **Portable computing devices** listed in Annex-2 owned by the Policyholder, if the device meets the following cumulative conditions:
 - they were bought as a new product in Hungary proved by an invoice issued for the name of the Insured

- its value at the time of purchase was at least 20 000 HUF, but not higher than 150.000 HUF
- its age (calculated from the day of purchase) is not higher than 36 months
- at the time of the damage it has to be part of the equipments of the insured building
- the warranty undertaken by the producer / distributor / seller is no longer valid
- warranty documents and invoice (receipt) are stored and fully filled in,

17. Insured amount: The limit of the service obligations of the Insurer.

The insured amount equals the value of each insured property and assets at the time of the damage (the value in case of a new purchase) on condition that the ceiling of the insured amount shall be 150.000 HUF in each insured event. The Insurer can be obliged to provide services only within this limit.

18. Reasonable cost of repair: cost of materials, components and work, which are essential for the economical repair of the faulty property and assets, its value shall not exceed the amount of the new value of the insured property and assets at the time of damage

19. Replacement asset: Any new assets available at the Hungarian market, which

20. are total equal to the insured property and assets

21. is a product of a similar type and quality as the damaged property, or has similar technical features but with the same purpose for use, if it is impossible to find a total equal property and assets, or it causes disproportional difficulties or costs (e.g. it can be bought only in a different country),

22. New value at the time of damage: The market value of a product sold as a new product which has the same features as the insured property and assets at the time of the damage (the market value of a new product of a similar type, quality and technical features but with the same purpose for use, if the exactly the same product cannot be found at the market in Hungary).

23. Waiting period: 60 days from the day of the beginning of the risk coverage (see point I.), after the expiration of this period the Insurer's risk coverage according to the extended conditions defined in this document begins.

2.2.3.2 Insurance service

24. The collaborator of the Insurer shall operate a non-stop life voice claim handling service on phone (phone number +361 465 3664). It includes the followings:

- defining the failure / problem, providing help to solve the problem
- in case of an insured event, real failure: taking measures in order to the repair, contacting to the service responsible for the repair, fixing an appointment date,
- information on the phone number and contact details of the services, highlighting that the cost of the repair shall not be borne by the Insurer if the notification shall not be regarded as an insured event (e.g. failure within the warranty period or waiting period).

a. Repair and replacement / damages service

The Insurer provides its services according to the following order:

- As a repair service, the reasonable costs of the repair of the insured product or any parts of the insured product shall be reimbursed by the Insurer. The Insurer shall not be obliged to provide this service if the costs of repair exceed the value of the new product at the time of damage or if the property and assets cannot be repaired because of technical grounds.
- Replacement of the assets: The Insurer provides replacement for the property and assets if it is impossible or uneconomic to repair it.

- Service of the new value at the time of the damage: The service of the Insurer shall mean the payment of the amount equals to the new value of the replacement asset at the time of damage, if the Insurer is unable to repair the property and assetss or to provide a replacement because of reasonable grounds (e.g. unrepairability, uneconomic repair, to purchase a replacement would cause unproportional difficulties).

b. Transportation of the faulty property and assetss to and back from the service, and the delivery of the replacement to the place of the risk coverage:

- The Policyholder shall be responsible for the transportation of the insured property and assetss which are lighter than 10 kg or can be carried on a public transport vehicle as a handbag (smaller than 40x40x80cm or 20x20x200cm).
- In other cases the Insurer shall be responsible to organise the transportation needed, if the insured amount is enough to cover it.

2.2.3.3 Ceiling of the insured service:

Within one insured period the Insurer shall provide service in terms of two insured events, but the ceiling of the insured amount shall be 150.000 HUF in each insured event.

2.2.3.4 Notification of the damage, procedure for the settlement of the claims

25. If Insured Event occurs the Insured shall notify Europ Assistance Magyarország Kft., the Insurer's Collaborator by phoning number +361 465 3664 immediately or without delay, within 2 workdays at the latest after have being informed on this.
26. All questions of the Insurer's collaborator have to be answered properly. Data to be given are particularly, but not especially: name and address of the Insured, insurance policy number, type and model of the insured property and assetss.
27. The Insured is obliged to enable for the Insurer and the Insurer's Collaborator to carry out inspections concerning the circumstances of the insured event.
28. After insured event has occurred, the status of the insured property and assetss is allowed to be altered only in the extent of the mitigation - until launching the damage assessment procedure (on the spot investigation, repair), but not later than 5 (five) working days. If the Insurer is unable to clarify the important circumstances in terms of the evaluation of its payment obligation because of the higher alteration than it is allowed, the Insurer shall not be obliged to perform.
29. The Insurer or its authorized partner is obliged to start to repair on the spot within 5 working days after the notification of the damage, if it is necessary.
30. The Insured is obliged to make its best effort to be present on the agreed place in the agreed time in order to enable the service to examine and repair the faulty insured property and assetss. If it is not so and the service go there, the Insured has to bear the costs of the fees charged by the service in connection with the travel to the place.
31. If there is no reason to repair on the spot, the Insured has to transport the faulty insured property and assetss to a professional service on the basis of the information given by the Insurer's collaborator in order to repair it.
32. In case of the repair of the insured property and assetss, the Insurer is obliged to present the repair within 30 working days after the day of the notification, on condition that the Insured has fulfil its obligations defined in the previous points.
33. If in terms of the insured property and assets a statutory warranty can be claimed, the Insurer shall undertake to launch the statutory warranty procedure, according to its result the procedure for the settlement of the claims will be launched (the deadline for the settlement of the claims will be longer with the duration of the statutory warranty procedure).
34. The Insured will be entitled to the replacement if the repair cannot be made within the time limit defined in the previous point because of the spare-part shortage.

35. If the insured property and assets is repaired by the Insured without prior consent of the Insurer, the Insured is obliged to forward the original invoice of the repair to the Insurer. The invoice shall contain the detailed description of the failure, a list of the spare-parts repaired, the hourly fee, the date of the repair. The Insurer shall have the right also in this case to examine whether the repair has been well-founded and without a legal basis to deny the provision of any services.
36. If the insurance service is made up of cash payment of damages, the Insurer is entitled to have the ownership of the faulty property and assets. The Insurer is allowed to waive this right. In this case the Insured does not have the right to demand the takeover or the transportation of the property and assets.
37. Limitation period for the reception of the services shall be 1 (one) year after the date of the insured event.

2.2.3.5 Exemptions

The Insurer shall be exempted from the performance particularly

- if the Insurer can prove that the Insured or by the relative living in common household with the Insured caused the damage in intentional or severe negligent manner
- if the Insured failed to meet its obligation in terms of the notification and the mitigation, and because of this important circumstances became undetermined.

2.2.3.6 Exclusions

The insurance shall not cover

- types of repairs made by services not authorized to carry out warranty repair and not approved by the partner of the Insurer
- the inappropriate use of the insured property and assets (using other than defined in the manual)
- costs of ageing, wear due to normal use, installation, reinstallation, regular maintenance, adjustment, checking, modification, cleaning or service and damage concerning these activities
- aesthetical elements and damage, which do not influence the usability of the insured property and assets, corrosion, short circuit, dents and scratches
- cases where the insured property and assets was used for non private purposes or abroad
- working materials, short-lives consumer goods such as lights/bulbs, fuses, fluorescent tubes, elements, vacuum cleaner dust bags, belts, costs of consumables such as, for example but not exclusively, batteries and tapes
- accessories, costs of supplementary equipments, which are not components but are normally needed or useful to the normal use or function of the insured product such as battery charger, remote controls, game controllers
- faults in design and manufacture, which have led to repair or recall of the product by the manufacturer
- altering or supplementary using of the insured property and assets which are not in accordance with the manufacturer's recommendation, placing foreign objects undesired for the use of the product into it (forcing)
- damage arising from defects of electricity, gas or water supply incorrectly connected to the product or defect of the signal and from malfunctioning in these cases
- damage occurred during the transportation, costs of transportation
- damage and indirect loss arising from software failure, viruses, loss of electricity, defect of any application or system software
- faults and direct losses arising directly or indirectly from defects of any computer, data processing system, microchip or similar equipment, computer software or from data recognition error or damage from data loss,
- defects covered by other insurance or by warranty / state warranty (e.g. warranty by the manufacturer)
- damage that are compensated by legal claims, guarantee or promise given by the manufacturer, the supplier, the merchant, the repairer or any other person, and that are in connection with the purchase and/or service of the insured property and assets or that are regulated by law, contract or transport

condition

- defects from permanent or temporary external impacts on the product including defects caused by a pet
- damage caused by natural disaster (fire, explosion, lightning, storm, flood, earthquake) and damage caused by any liquid material
- damage caused by theft, robbery or attempts of them
- getting loss, abandoning and losing of the product,
- defects arising from the further use of the product after detecting the original defect
- products that have been confiscated, seized or locked
- defects of external cables and transmitters, electrical connection, seals and wires that are not integral parts of the product
- damage arising from failure of any broadcasting, cable or internet services
- reconnection of antennas, receivers and similar devices
- pixelation, lowering and refilling of gas, screen burn-in
- repairs made by services not authorized for guarantee repairs or not approved by the Insurer
- costs occurred if there is no defect or defect cannot be determined
- defects resulting from the transfer from analogue signal to digital signal relating to the present product made by the Policyholder
- indirect loss in any form, lost of profit
- damage caused by the insured product (consequential damage)
- (market) depreciation of the fixed, replaced product
- failure from accident

2.2.3.7 Lists of the insured property and asset:

Annex 1.

Small and large electric machines in the household:

- razor
- epilator
- kitchen hood
- electric toothbrush
- cooker / oven
- heating machines (electric heaters, oil radiator)
- scales (kitchen, person)
- hair straightener
- hair dryer
- hair clipper
- refrigerator, freezer
- coffee maker
- toaster
- bread making machine
- other kitchen equipments (blender, food processor)
- microwave oven
- washing machine, dryer
- dishwasher
- deep fryer
- vacuum cleaner, cleaning machine
- iron
- kettle
- mobile air conditioning

- steam cleaner

Entertainment electronics devices:

- DVD player / recorder (only with original hard disk)
- blue ray player
- HiFi Accessories
- HiFi Player
- home Audio System
- home Cinema System
- projector
- radio
- radio cassette player
- set top box (transducer)
- satellite receivers (parabolic antenna)
- television
- video recorder / player

Annex 2.

Portable computer devices:

- laptop
- desktop computer
- tablet
- smart phone
- printer
- digital camera

Devices not allowed to be covered by insurance, all devices that are not listed in the previous points, particularly:

- **Mp3,Mp4 and MP5 players and its accessories (including i-Pod),**
- **PDA, PNA devices**
- **other portable navigation devices**
- **portable DVD player**
- **games equipments**
- **devices of Apple brand**

B) Erste World Assistance insurance packet

Erste World package contains the insurance services listed in point II.A) and widened with the following services:

1. Legal assistance

1.1. Legal assistance includes:

Through its collaborator, the Insurer shall provide the following services, exclusively the life events of the Insured occurred in its private sphere:

1. providing general information concerning the following topics:
 - addresses, competencies, opening hours of notaries, courts
 - contact, opening hours of the closest lawyer office
 - address, contact of the police stations, police offices
 - address, contact of other public and municipal offices
 - in cases concerning levy, calculation of levies via an online levy calculation program, exclusively for information purposes
2. general information on the following areas of the law by a legal expert in form of consultancy by telephone:

- land protection, land dispute
- termination of joint ownership
- • Rental, concluding lease contracts, fulfilment, termination, termination
- structure, superstructure
- • adverse possession
- • prejudice Neighbouring Rights
- • Matters relating to eviction
- • Property procedures concerning inheritance
- • procedures for a will
- • tax rules relating to real estate

Telephone consultancy with the legal expert shall be provided not more than 30 minutes once in a year. The activity of the legal expert shall include exclusively the general legal rules relating to the case revealed on phone by the Insurer; it shall not mean a consultancy concerning the permanent solution and closure of the case. The aim of the service shall be giving general information to the client.

On the basis of the legal assistance service the Insurer expressly shall not represent the Insured at any authority or court in contentious and non-contentious proceedings either in Hungary or abroad.

Exclusions:

- (a) cases in areas of the law not listed among the topics above;
- (b) providing non general information;
- (c) providing legal representation for the Insured;
- (d) any case relating not the private sphere of the Insured (e.g. cases relating to companies)

cases containing foreign elements.

1.2. Notification of the Insured event

The Insured is obliged to notify the insured event on the phone number defined in point II. The Insured is obliged to give all information needed to check the coverage of the insured event to the intermediary of the Insurer.

If the Insured is covered concerning the event notified by the Insured, the intermediary of the Insurer shall organise the service for the Insurer in the way that if it is able to give proper information on the insured event, the client will be informed on this. If giving information on that event and providing services need special expertise, and the partner providing the service is available at that time, the partner will be put through to the client by the intermediary of the Insurer. If the partner is not available at that time, the intermediary of the Insurer shall organise the service, and the appropriate partner shall call the Insured within 2 workdays in working hours (between 9.00 and 17.30).

Legal Assistance complementary insurance service shall not serve as a tool for prompt emergency consultation and for elimination of emergency cases, therefore the Insurer shall not provide more guarantee concerning the time than the deadline of within 2 workdays stated above.

2. Home-care – help with recovery after hospital treatment

The aim of the home-care (insurance) shall be to meet the needs relating to the daily life, real social status of the person.

Insured event: unexpected and unprecedented (not diagnosed before the beginning of the risk coverage) accident or sickness of the Insured which:

- needs a hospital treatment at least 10 consecutive days (9 nights) *and*

Effective from the 23 February, 2018

- after the hospital treatment the Insured is not able to carry out persisting at least three of the activities of daily life (ADLs List)

Basic self care activities (ADLs List),

- functional mobility, moving / walking
- washing the body (bathing and showering)
- dressing
- self-feeding (not including cooking)
- personal hygiene and grooming (including combing)
- toilet hygiene (getting to the toilet and back up, cleaning oneself after using toilet)

Service of the Insurer:

Through its collaborator, the Insurer shall organise the home-care tasks and cover the occurred costs up to 100.000 HUF.

Health care tasks:

injection, dressing of wounds, cleaning and changing of catheter, taking bedpans, changing, moving, bathing

Social care tasks

cooking, washing, shopping, ironing, escorting, taking medicine from the pharmacy, helping with bathing, daily cleaning, night surveillance (10 hours) and permanent surveillance

Restrictions: Insurer shall provide service for the same Insured only in one insured event within one risk coverage period (one year after the beginning of the risk coverage, and the years after that).

Notification of needs of service: The Insured or its relatives may ask for the care via the assistance phone number. For the notification the followings are needed: hospital record and credible certificate (issued by a doctor, a general medical practitioner, social assistance) of the permanent limitation of the self care capacity of the Insured. The doctor of the Insurer shall have the right to examine the limitation of the self care capacity of the Insured.

Exemptions:

Insurer shall be exempted from the performance, if it can prove that the Insurer caused the damage intentionally or unlawful and in severe negligent manner

The Insurer acts in a severe negligent manner, if

a) it can be proven that the Insured was under the influence of alcohol or drug or narcotic material at the time of the insured event and this fact has contributed to the occurrence of the insured event.

In case of measuring the blood alcohol level, the Insured can be regarded as being under the influence of alcohol if blood alcohol level exceeds 1,5‰ and 0,8‰ during driving,

b) the Insured drove a car without any valid registration certificate or if the Insured did not have a valid driving licence for the car the Insured was driving, and this fact has contributed to the occurrence of the insured event.

c) there is a direct causal link between the occurrence of the insured event and the fact that the Insured failed to comply with at least two rules of the traffic law.

Exclusions:

The risk coverage of the Insurer shall not include events which have been caused partially or fully by

- a) ionizing radiation,
- b) nuclear energy,
- c) HIV infection
- d) war, acts of war, foreign powers hostile acts, riots against the government

- e) coup, attempt of coup, rebellion, civil war, revolution, revolt, protest, march,
- f) strikes, terrorist activity, disorderly conduct at work, border conflicts, insurrection.
- g) artificial insemination (in any form)
- h) events with the only aim of the elimination of infertility,
- i) sterilization,
- j) changes in sexual characteristics,
- k) treatment and surgery with the aim of aesthetic surgery and its consequences

III. Miscellaneous

38. Limitation period

Limitation period concerning the claims arising from the insurance contract shall be one year.

39. Governing law

Issues not covered by the collective insurance contract shall be governed by the Hungarian Civil Code.

40. Any disputes concerning present contract shall be settled primary by peaceful means, by negotiations. If they do not lead to a solution, the parties agreed to the exclusively jurisdiction of Budapest District Court of II. and II. District - in cases falling within the competency of the local court.

We acknowledge by using our company signature on this document, that present Client Information Letter and Insurance Terms and Conditions shall be Appendix 1 of the Collective Insurance Contract which was signed by us with our company signature on 18 March 2016.

ERSTE BANK HUNGARY Zrt.

Europ Assistance S.A. Irish Branch