# **Your Policy Document**

Customer information and Policy Wording HU EN WIZZ – PW 18052023



## Advice to Travellers

#### **Important Phone Numbers**

Please make a note of the following phone numbers or add them to **Your** mobile; **You** may need them in an emergency or if **You** need to make a **Claim**.

#### Chubb Assistance

For overseas medical emergencies please contact Chubb Assistance on:
Telephone: (+36 1) 7777 349
(24 hours a day, 365 days a year)

#### **Chubb Claims**

Use the Claims Portal found here.
Telephone: (+36 1) 7777 348
(Monday - Friday, from 9.00 to 16.30)
Email: travelinsurance.in@crawford.com

#### **Chubb Customer Service**

Telephone: (+36 1) 487-4087 (Monday - Friday. On the first workday of the week 8.00-20.00, on the rest of the workdays 8.00-16.00) Email: travel.hu@chubb.com

#### Helpful hints for your insurance

- Take copies of Your policy documents on Trip with You;
- Report any **Loss** of theft to the hotel or local police within 24 hours and get a report from them;
- Keep Valuables safe (for example in a safety deposit box);
- Don't leave **Valuables** lying around or in view of other people;
- Leave yourself enough time to get to the airport, park, and get through security. Remember to allow time for delays in traffic or travel
- Contact Us if You have a change in health that may lead to You having to cancel or alter Your Trip
- To make claims: Use the Claims Portal found <u>here</u>.

Contact **Us** for advice before incurring costs that **You** would seek to subsequently **Claim** for under this Policy.

#### **Immunisations**

**You** may need extra immunisations when travelling **Abroad**. Check whether **You** do

before travelling online at <a href="http://oltokozpont.hu/index.php?id=296">http://oltokozpont.hu/index.php?id=296</a>

#### **EHIC**

If You are travelling to Europe (all EU countries plus Iceland, Liechtenstein, Norway & Switzerland) You should obtain a European Health Insurance Card (EHIC) and take it with You when You travel. This will allow You to benefit from the reciprocal health arrangements, which exist with these countries and, if You have a valid Claim for Medical Expenses under this Policy, We will not deduct the Excess where the cost of Your Claim has been reduced by You using Your EHIC.

**You** can get more information about the EHIC, apply or renew **Your** EHIC online at:

http://www.oep.hu/felso menu/lakossagna k/ellatas kulfoldon/az europai egeszsegbi ztositasi kartya

#### Waiver

If You have a valid Claim for medical expenses under this Policy, which is reduced by You:

- using an EHIC; or
- taking advantage of a reciprocal health agreement with Hungary; or
- using Your private medical insurance at the point of treatment,

We will not deduct the excess.

#### Travel Advice

This Policy does not cover any **Trip** involving travel to countries or areas where the Ministry for Foreign Affairs of Hungary has advised against travel. If **You** are not sure whether there is a travel warning for **Your** destination, please check their website:

 $\frac{\text{http://konzuliszolgalat.kormany.hu/utazasr}}{\text{a-nem-javasolt-tersegek}}$ 

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#### Welcome

## Thank you for choosing Chubb Travel Insurance.

This is **Your** Policy Wording which, together with **Your** Certificate of Insurance and the information supplied when applying for this insurance, is a contract between You and Us. Cover provided under this Policy is underwritten by Chubb European Group SE. (Chubb/We/Us). Chubb European Group SE is an undertaking governed by the provisions of the French insurance code with registration number 450 327 374 RCS Nanterre, kept by Commercial Court of Nanterre, and the following registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Chubb European Group SE has fully paid share capital of €896,176,662 and is supervised by the French Financial Supervisory Authority (Autorité de contrôle prudentiel et de résolution (ACPR) 4, Place de Budapest, CS 92459, 75436 PARIS CEDEX 09. Chubb European Group SE performs its activity in Hungary through Chubb European Group SE Magyarországi Fióktelepe with registration number 01-17-000467, kept by the Metropolitan Court as Court of Registry, and the following registered office: 1054 Budapest, Szabadság tér 7. The local supervisory authority is the Hungarian National Bank (1013 Budapest, Krisztina krt. 39.) Chubb European Group SE will release and publish its Annual Report on Solvency and Financial Status by 22 April each year.

The benefits under this Policy depend on the chosen variant of insurance cover.

If you choose Comprehensive cover, this Policy pays benefits, in accordance with this Policy Wording, in the event that **You** need to cancel **Your Trip** before it begins, or **You**:

- suffer illness or injury; or
- are delayed en route; or
- suffer **Loss** or damage to **Your Personal Property**, **Money** or Business Equipment whilst on a **Trip**.

If you choose Travel insurance excluding cancellation cover, this Policy pays benefits, in accordance with this Policy Wording, in the event that **You**:

- suffer illness or injury; or
- are delayed en route; or
- suffer **Loss** or damage to **Your Personal Property**, **Money** or Business Equipment whilst on a **Trip**.

This Policy does not cover:

- any pre-existing medical conditions; or
- manual work of any description; or
- any **Trip** where sports or activities are the main reason for **Your** trip unless you have purchased the Winter Sports extension; or
- any peril which is not listed.

You (as specified in the Certificate of Insurance) and Chubb agree that You shall pay the premium as agreed. The Certificate of Insurance and this Policy Wording provides the full terms and conditions of the insurance with Us. You acknowledge that We have offered this Policy and set the premium using the information which We have asked for and You have provided, and that any change to the responses provided by You may result in a change in the terms and conditions of the Policy and/or a change in the premium or in the termination of the insurance contract, as set out in this Policy Wording, while the breach of the obligation to disclose circumstances material for undertaking the risk may result in Chubb's relieving of its obligations, as set out in this Policy Wording.

You should check over the Policy Wording and Certificate of Insurance carefully to ensure they are correct and meet Your requirements, and notify Us immediately, if anything is incorrect, as this could affect Policy cover in the event of a Claim. You should keep these documents in a safe place. You must tell Us if either Your insurance needs or any of the information You have given Us changes. A change in circumstances may affect Policy cover or the premium, even if You do not think a change is significant, and We may need to change this Policy. We will update the Policy and issue a new Certificate of Insurance each time a change is agreed.

## **Table of Benefits**

Section Benefit Amounts / Limit of Liability		Excess <sup>1</sup>		
		Comprehensive cover	Travel insurance excluding cancellation	
1.	Cancellation	Flight Cost <sup>2</sup> plus up to 150 000 Ft for unused travel costs	Not covered	×
2.	Medical Expenses & Repatriation			
	A. i. and ii. Medical Expenses & Emergency	up to 60 000 000 Ft	up to 60 000 000 Ft	✓
	Repatriation Expenses iii. Travel Expenses	18 000 Ft per day up to a Max of 180 000 Ft	18 000 Ft per day up to a Max of 180 000 Ft	
	B. Accompanying Traveller Expenses	18 000 Ft per day up to a Max of 180 000 Ft	$18\ 000\ Ft\ \mathrm{per}\ \mathrm{day}\ \mathrm{up}\ \mathrm{to}\ \mathrm{a}\ \mathrm{Max}$ of $180\ 000\ Ft$	✓
	C. Cremation Burial or Transportation Charges	up to 1 500 000 Ft	up to 1 500 000 Ft	✓
	D. Emergency Dental Treatment	up to 75 000 Ft	up to 75 000 Ft	✓
3.	Hospital Benefit	4 500 Ft for each full 24 hours up to a Max of 225 000 Ft	4 500 Ft for each full 24 hours up to a Max of 225 000 Ft	Х
4.	Travel Delay/Abandonment			
	A. Each complete 12 hour period	22 500 Ft up to a Max of 90 000 Ft	22 500 Ft up to a Max of 90 000 Ft	Х
	B. Abandonment	up to 150 000 Ft	up to 150 000 Ft	✓
5.	Missed Departure	up to 60 000 Ft	up to 60 000 Ft	✓
6.	Curtailment	up to 150 000 Ft	Not covered	✓
7.	Personal Effects and Baggage			
	A. Loss, damage or theft	up to 300 000 Ft	up to 300 000 Ft	✓
	Single item limit Valuables in total Sports equipment in total	75 000 Ft up to 75 000 Ft up to 75 000 Ft	75 000 Ft up to 75 000 Ft up to 75 000 Ft	
	B. Delayed Baggage	up to 60 000 Ft	up to 60 000 Ft	Х
8.	Business Equipment A. Loss, damage or theft Single item limit Valuables limit	up to 300 000 Ft 75 000 Ft up to 75 000 Ft up to 18 750 Ft for each full 24	up to 300 000 Ft 75 000 Ft up to 75 000 Ft up to 18 750 Ft for each full 24	1
	B. Business equipment hire	hours up to a max of 75 000 Ft	hours up to a max of 75 000 Ft	Х
	Loss of Passport / Driving Licence nporary replacement costs	up to <b>75 000 Ft</b>	up to 75 000 Ft	×
10.	Personal Money	up to <b>90 000 Ft</b>	up to 90 000 Ft	✓
11.	Personal Accident	up to 3 000 000 Ft	up to 3 000 000 Ft	×
12.	Personal Liability	up to <b>2 000 000 Ft</b>	up to <b>2 000 000 Ft</b>	✓
19	Overseas Legal Expenses	up to 3 000 000 Ft	up to 3 000 000 Ft	X

 $<sup>^1\</sup>mathrm{A}$  15 000 Ft excess applies to certain benefit section per person as highlighted in the table above.

 $<sup>^{2}</sup>$  Flight Cost means the total cost of Your flight as shown on Your flight booking confirmation. The table above shows the maximum amounts that are covered under the Policy per Person Insured.

## **Important Information**

#### How to Claim

Guidance on how to make a **Claim** under this Policy is detailed on page 32 to 36 in this Policy Wording.

#### How to Cancel

Guidance on how to cancel this Policy is detailed on page 38 in this Policy Wording.

#### General Conditions and General Exclusions

There are certain Conditions and Exclusions which apply to all sections of this Policy, and these are detailed on pages 28 to 31 and 37 to 40 in this Policy Wording.

#### Persons Covered

All **Persons Insured** on this Policy must be:

- permanently resident in **Hungary** and be in **Hungary** at the time of purchasing this Policy; and
- 2. 64 years of age or under at the time of purchasing this Policy.

#### **Policy Definitions**

Certain words in this Policy have a specific meaning. They have this specific meaning wherever they appear in this Policy and are shown by using bold text and capital letters. All Policy definitions are applicable to this Policy as a whole, and are detailed on pages 41 to 43 in this Policy Wording.

#### Children

**Children** will only be covered when they are travelling with an adult named under **Person(s) Insured** on the Certificate of Insurance.

#### **Trips Covered**

A **Trip Abroad** during the **Period of Insurance** that takes place entirely within the Area of Travel stated in the Certificate of Insurance, as long as **You** have booked a return flight to **Your** country of origin before you depart for **Your Trip.** 

#### Trips Not Covered

#### We will not cover any Trip

- which involves manual work of any description;
- where sports or activities are the main reason for Your trip (unless you have purchased the Winter Sports extension and are on the Trip specifically to take part in that activity under this Policy);
- which involves You travelling on a Cruise;
- which involves You travelling specifically to obtain medical, dental or cosmetic treatment;
- when You have been advised not to travel by Your Doctor or You have received a terminal prognosis;
- where, on the date it is booked (or commencement of the Period of Insurance if later), You or Your Travelling Companion are aware of any reason why it might be cancelled or Curtailed, or any other circumstance that could reasonably be expected to result in a Claim under this policy;
- involving travel to countries or areas where the Ministry for Foreign Affairs of Hungary has advised against travel. If You are not sure whether there is a travel warning for Your destination, please check their website <a href="http://konzuliszolgalat.kormany.hu/utazasra-nem-javasolt-tersegek">http://konzuliszolgalat.kormany.hu/utazasra-nem-javasolt-tersegek</a>.

#### The Cover We Provide

The maximum amount We will pay under each Section that applies is detailed in the Table of Benefits on page 7 in this Policy Wording.

#### When You Are Covered

- If applicable, cancellation cover under Section 1 begins when a **Trip** is booked, or from the commencement date and time stated in the Certificate of Insurance, whichever is later. It ends when **You start Your Trip**.
- Insurance cover under all other Sections operates for a **Trip** that takes place during the **Period of Insurance.**

#### When Cover Will End Automatically

All cover will end when the **Period of Insurance** ends.

# Automatic Extension of the Period of Insurance

If **You** cannot return home from a **Trip** before **Your** cover ends, **Your** policy will automatically be extended at no extra charge for:

- up to 14 days if any Public
  Transport in which You are booked
  to travel as a ticket-holding passenger
  is unexpectedly delayed, cancelled or
  Curtailed because of Adverse
  Weather, industrial action, or
  mechanical breakdown; or
- up to 30 days (or any longer period agreed by Us in writing before this automatic extension expires) if You cannot return home Due To:
  - You being injured or becoming ill or being quarantined during a Trip
  - You being required to stay on medical advice with another Person Insured named on Your Certificate of Insurance who is injured or becomes ill or is quarantined during a Trip.

#### Leisure Activities and Sports

You are automatically covered when participating in any of the leisure activities or sports listed in this section, on a recreational basis during Your Trip, subject to any provisions, limitations or exclusions noted by the relevant sport or activity and provided that:

- You have not been advised by a
   Doctor against participating in such sport or activity;
- You wear the recommended/ recognised safety equipment;
- 3. **You** follow safety procedures, rules and regulations as specified by the activity organisers/providers;
- You are not racing or competing in or practising for speed or time trials of any kind; and
- It is not the main reason for Your Trip (unless You have purchased the Winter Sports Extension and are on a Trip specifically to take part in Winter Sports covered under this Policy).

#### **Important Note**

If a leisure activity or sport is not listed then we will not provide cover under the Policy.

- Archery (provided supervised by a qualified person)
- Arm wrestling
- Badminton
- Basketball
- Beach basketball
- Beach cricket
- Beach football
- Beach volleyball
- Bocce
- Body boarding
- Bowls
- Bowling
- Canoeing, kayaking and rafting on inland waters only (excluding white water)
- Carriage or hay or sleigh rides
- Clay-pigeon shooting (provided supervised by a qualified person)
- Cricket
- Croquet
- Curling

- Cycling (except BMX and/or mountain biking)
- Deep sea fishing (excluding competitions)
- Dry skiing
- Elephant riding (less than 2 days)
- Fell walking
- Fencing (provided supervised by a qualified person)
- Fishing, or angling (on inland waters only)
- Footbag (hacky sack)
- Football (Association)
- Go karting (provided You wear a crash helmet)
- Golf
- Handball
- Hiking or hill walking (up to 1,000m above sea level, only covered if no guides or ropes are required)
- Horse riding (provided no hunting, jumping or polo)
- Hot air ballooning (provided it is professionally organised, and You travel as a passenger only)
- Ice skating (excluding ice hockey and speed skating)
- In line skating
- Javelin
- Jet skiing
- Korfball
- Lacrosse
- Land sailing
- Laser games
- Long jump
- Maxi-basketball
- Mini-basketball
- Motorcycling up to 125cc provided You wear a crash helmet, and hold a full (and not provisional) Hungarian motorcycle licence if You are in control of the motorcycle
- Netball
- Paddleball
- Parascending (provided over water)
- Pony trekking
- Racquetball
- Rambling (up to 1,000m above sea level, only covered if no guides or ropes are required)
- Roller skating
- Roller blading
- Rounders

- Rowing (on inland waters only)
- Running (recreational)
- Safari (camera only and professionally organised)
- · Sail boarding
- Sailing or yachting (inland and coastal waters only)
- Scuba diving (to a depth not exceeding 18m and provided that You are either accompanied by a qualified instruction, or You are qualified and not diving alone)
- Snorkelling
- Soccer
- Squash
- Softball
- Streetball
- Surfing
- Swimming
- Table tennis
- Tennis
- Trampolining
- Trekking (up to 1,000m above sea level, only covered if no guides or ropes are required)
- Triple jump
- Tug of war
- Twirling
- Volleyball
- Water polo
- Water skiing
- Wind surfing

Please refer to the relevant exclusions under each Section of **Your** Policy and to the General Exclusions, which continue to apply. Please specifically note the exclusion under Section 12 - Personal Liability relating to the ownership, possession or use of vehicles, aircraft, hovercraft, watercraft, firearms or buildings.

#### Optional winter sports extension

If the optional Winter Sports Extension is shown as covered on **Your** Policy Schedule, the list of Covered Leisure Activities and Sports is extended to include the following, provided that **You** participate on a noncompetitive basis only and provided that:

- You have not been advised by a
   Doctor against participating in such sport or activity;
- You wear the recommended/ recognised safety equipment;

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- 3. **You** follow safety procedures, rules and regulations as specified by the activity organisers/providers; and
- You are not racing or competing in or practising for speed or time trials of any kind.

#### **Important Note**

If a winter sport is not listed, then we will not provide cover under the Policy.

- · Bigfoot skiing
- Cross country skiing
- Dog sledding
- Glacier skiing
- Glacier walking
- Kite snowboarding
- Langlauf
- Mono skiing
- Skiing or snowboarding (including off piste when accompanied by or under the instruction of a qualified local guide)
- Ski touring

- Snowblading
- Speed skating
- Tobogganing
- Use of snowmobiles and skidoos

Please refer to the relevant exclusions under each section of **Your** Policy and to the General Exclusions, which continue to apply. Please specifically note the exclusion under Section 12. Personal Liability relating to the ownership, possession or use of vehicles.

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## **Chubb Assistance**

**Chubb Assistance** can provide a range of assistance and medical related services during **Your Trip Abroad**. Please make sure **You** have details of this Policy, including the Policy number and **Period of Insurance** when **You** call.

To contact **Chubb Assistance** please call: **(+36 1)** 7777 **349** 

Medical Emergency and Referral Services

If **You** are injured or become ill **Abroad You** must contact **Chubb Assistance** immediately if **You** need hospital inpatient treatment, specialist treatment, medical tests, scans or to be brought back to Hungary.

If **You** cannot do this yourself, **You** must arrange for a personal representative (for example, a spouse or parent) to do this for **You**. If this is not possible because **Your** condition is serious, **You** or **Your** personal representative must contact **Chubb Assistance** as soon as possible.

If **Chubb Assistance** is not contacted, **We** may reject **Your Claim** or reduce its payment.

In all other circumstances **You** are entitled to use the services of **Chubb Assistance** detailed in this section, as appropriate.

**Chubb Assistance** - Medical Emergency and Referral Services can help with:

- A. Payment of bills if **You** are admitted to hospital **Abroad**, the hospital or attending **Doctor**(s) will be contacted and payment of their fees up to the Policy limits may be guaranteed so that **You** do not have to make the payment from **Your** own funds.
- B. Being brought back to Hungary if the **Doctor** appointed by **Chubb Assistance** believes treatment in Hungary is preferable, transfer may be arranged by regular scheduled transport services, or by air or road ambulance services if more urgent treatment and/or specialist care is required during the **Trip**.
- C. Provision of medical advice -
  - i) if You require emergency consultation or treatment
     Abroad, Chubb Assistance

- will provide the names and addresses of local **Doctors**, hospitals, clinics and dentists, and its panel of **Doctors** will provide telephone medical advice.
- ii) if necessary **Chubb Assistance** will make arrangements for a **Doctor** to call, or for **You** to be admitted to hospital.
- D. Unsupervised **Children** if a **Child** is left unsupervised on a **Trip Abroad** because **You** are hospitalised or incapacitated, **Chubb Assistance** may organise their return home, including a suitable escort when necessary.

Please note that whilst **You** will not be charged for advice or assistance, **You** will be responsible for paying fees and charges for services provided to **You** if they are not covered as part of a valid **Claim** under this Policy.

#### Personal Assistance Services

- The services under this Section are provided by Chubb Assistance and are only available during a Trip Abroad.
- These are non-insured facilitation services making use of Chubb Assistance's wide experience and contacts. Any costs incurred, for example for message relay, must be reimbursed to Chubb Assistance unless they form part of a successful Claim under an appropriate Section of this Policy.

**Chubb Assistance** – Personal Assistance Services can help with:

Transfer of emergency funds

Transfer of emergency funds up to 75 000 Ft per **Trip** if access to normal financial/ banking arrangements are not available locally. In order to reimburse **Chubb Assistance You** must authorise **Chubb Assistance** to debit **Your** credit or charge card with the amount of the transfer, or make alternative arrangements to deposit the funds in **Chubb Assistance's** account. If the emergency transfer is needed **Due To** theft or **Loss** of

personal money, a Claim may be

made under the Policy.

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A.

#### B. Message relay

Transmission of urgent messages to relatives or business associates if medical or travel problems disrupt a **Trip** travel schedule.

#### C. Replacement travel documents

Assistance with the replacement of **Lost** or stolen tickets and travel documents, and referral to suitable travel offices. **Chubb Assistance** will not pay for any item.

#### D. Emergency translation facility

A translation service if the local provider of an assistance service does not speak English.

#### E. Legal help

Referral to a local English speaking Lawyer, Embassy or Consulate if legal advice is needed, and arrangement of payment of reasonable emergency legal expenses or bail, against a guarantee of repayment.

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#### Section 1 - Cancellation

#### What is covered

We will refund Your unused travel and/or accommodation costs up to the amount stated in the Table of Benefits (including excursions before starting Your Trip), which You have paid or are contracted to pay and which cannot be recovered from any other source if it becomes necessary to cancel a Trip Due To:

- You or Your Travelling Companion(s)
  - A. dying; or
  - B. suffering serious injury; or
  - C. suffering sudden or serious illness: or
  - suffering from complications in pregnancy if incurred in an emergency as a result of complications (where such complications are diagnosed by a **Doctor** who specialises in obstetrics); or
  - E. being compulsorily quarantined on the orders of a treating **Doctor**;

provided that such cancellation is confirmed as medically necessary by the treating **Doctor**.

- Your Immediate Family Member or Close Business Colleague or Your Travelling Companion's Immediate Family Member or Close Business Colleague or someone You have arranged to stay with on Trip:
  - A. dying; or
  - B. suffering serious injury; or
  - C. suffering sudden or serious illness; or
  - suffering from complications in pregnancy if incurred in an emergency as a result of complications (where such complications are diagnosed by a **Doctor** who specialises in obstetrics);

provided that such reasons for cancellation are confirmed by a **Doctor**.

3. The police requiring You or Your Travelling Companion's presence following a burglary or attempted burglary at Your or Your Travelling Companion's home.

- Serious fire storm or flood damage to Your or Your Travelling Companion's home, provided that such damage occurs within the 7 days immediately prior to commencement of Your Trip.
- The compulsory jury service or subpoena of You or Your Travelling Companion
- You or Your Travelling Companion being made redundant and having registered as unemployed.

#### What is not covered

- 1. Any Claim Due To
  - A. any pre-existing medical condition affecting any person upon whom Your Trip depends that was diagnosed, treated or required hospital inpatient or outpatient treatment at any time before Your Trip was booked (or commencement of the Period of Insurance if later), and which could result in Your having to cancel Your Trip;
  - B. jury service or subpoena if
    You or Your Travelling
    Companion are called as an
    expert witness or where
    Your or their occupation
    would normally require a
    Court attendance:
  - C. redundancy where You or Your Travelling Companion:
    - i) were unemployed or knew that You or they may become unemployed, at the time the Trip was booked;
    - ii) are voluntarily made redundant or made redundant as a result of misconduct or following resignation;
    - iii) are self-employed or a contract worker;
  - D. any adverse financial situation causing You to cancel Your Trip, other than reasons stated within the section 'What is covered'.

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- E. You or Your Travelling
  Companion(s) deciding that
  You do not want to travel,
  unless that reason for not
  traveling is stated within the
  section
  'What is covered'.
- F. The failure to obtain the necessary passport, visa or permit for Your Trip.
- 2. Any loss, charge or expense Due
  - A. a delay in notifying the tour operator, travel agent, or transport or accommodation provider that it is necessary to cancel a booking;
  - B. prohibitive regulations by the government of any country.
- 3. Any expenses incurred as a result of the imposition of any law, regulation or order made by any public authority or government which impacts Your Trip (including, without limitation, the closure of borders or airspace, lockdowns and other restrictions on the movement of people).
- 4. Any charge or expense paid for with, or settled using, any kind of promotional voucher or points, timeshare, holiday property bond or holiday points scheme, or any Claim for management fees, maintenance costs or exchange fees associated in relation to timeshares or similar arrangements.

## Section 2 – Medical Expenses & Repatriation

#### What is covered

#### If during a **Trip Abroad You**:

- 1. are injured; or
- become ill (including complications in pregnancy as diagnosed by a **Doctor** or specialist in obstetrics, provided that if **You** are travelling between 28 and 35weeks pregnant **You** obtained written confirmation from a **Doctor** of **Your** fitness to travel no earlier than 5

# days prior to the commencement of **Your Trip Abroad**);

**We** will pay up to the amount stated in the Table of Benefits for:

- A. i) Medical Expenses
  All reasonable costs that it is
  medically necessary to incur
  outside of Hungary for hospital,
  ambulance surgical or other
  diagnostic or remedial treatment,
  given or prescribed by a **Doctor**,
  and including charges for staying
  in a hospital;
  - ii) Emergency Repatriation
    Expenses
    All reasonable costs that it is
    medically necessary for Chubb
    Assistance to incur to return
    You to Your home in Hungary;
    or to move You to the most
    suitable hospital in Hungary; if it
    is medically necessary to do so.
  - iii) Travel Expenses
    All necessary and reasonable
    accommodation (room only) and
    travel expenses incurred with the
    consent of **Chubb Assistance**,
    if it is medically necessary for **You** to stay **Abroad** after **Your**scheduled date of return to
    Hungary, including travel costs
    back to Hungary if **You** cannot
    use **Your** original return ticket.
- B. Accompanying Traveller Expenses
  All necessary and reasonable
  accommodation (room only) and travel
  expenses incurred with the consent of
  Chubb Assistance, by any one other
  person if required on medical advice to
  accompany You or to escort a Child
  home to Hungary.
- C. Cremation Burial or Transportation Charges if **You** die **Abroad** 
  - i) cremation or burial charges in the country in which **You** die; or
  - ii) transportation charges for returning **Your** body or ashes back to Hungary.
- D. Emergency Dental Treatment
  All medically necessary and reasonable
  cost to provide emergency dental
  treatment for the relief of pain only,
  outside of Hungary.

#### **Special Conditions**

 If You are injured or become ill Abroad You must follow the

procedure detailed under 'Making a Claim' on pages 32 to 36 of this Policy. If You do not, We may reject Your Claim or reduce the amount that We pay You.

- 2. **Chubb Assistance** may:
  - A. move **You** from one hospital to another; and/or
  - B. return **You** to **Your** home in Hungary; or move **You** to the most suitable hospital in Hungary;

at any time, if **Chubb Assistance** believes that it is necessary and safe to do so.

- Additional travel and hotel expenses must be authorised in advance by Chubb Assistance.
- 4. All original receipts must be kept and provided to support a **Claim**.

#### What is not covered

- Any Claim Due To any preexisting medical condition that was diagnosed, treated or required hospital inpatient or outpatient treatment at any time before Your Trip was booked (or commencement of the Period of Insurance if later);
- 2. Any treatment or surgery or exploratory tests:
  - A. not confirmed as medically necessary; or
  - B. not directly related to the injury or illness that You were admitted to hospital for.
- 3. Surgery, medical or preventative treatment which can be delayed in the opinion of the Doctor treating You until You return to Hungary.
- Any costs incurred following Your decision not to move hospital or return to Hungary after the date when, in the opinion of Chubb Assistance, You should do so.
- 5. Cosmetic surgery.
- 6. Treatment or services provided by any convalescent or nursing

- home, rehabilitation centre or health spa.
- 7. Any medical treatment that You travelled Abroad to obtain.
- 8. Medication You are taking before, and which You will have to continue taking during, a Trip.
- Any expenses incurred in Hungary.
- 10. Any additional travel and accommodation expenses incurred which have not been authorised in advance by Chubb Assistance.
- 11. Accommodation and travel expenses where the transport and/or accommodation used is of a standard superior to that of the Trip.
- 12. Any additional costs for single or private room accommodation.
- 13. Cremation or burial costs in Hungary.
- 14. The cost of medical or surgical treatment of any kind received by a Person Insured later than 52 weeks from the date of the accident or commencement of the illness.
- 15. The Excess, except where You have obtained a reduction in the cost of medical expenses by using a European Health Insurance Card (EHIC) in the European Union, (including Iceland, Liechtenstein, Norway & Switzerland) if You require medical treatment whilst in the country.
- 16. Any Claim when you have travelled against the advice of Your Doctor.
- 17. Any complication in pregnancy that was known by You at the time of travel.

## Section 3 – Hospital Benefit

#### What is covered

If **You** are admitted to a hospital as an inpatient during a **Trip Due To** injury or illness for which **You** have a valid **Claim** under Section 2 – Medical Expenses & Repatriation, **We** will pay the benefit amount stated in the Table of Benefits for each complete 24 hours that **You** remain a hospital in-patient, up to the maximum amount stated in the Table of Benefits.

#### What is not covered

We will not pay for time You spend in an institution not recognised as a hospital in the country of treatment.

## Section 4 – Travel Delay / Abandonment

#### What is covered

If You are delayed for at least 12 hours on Your outbound international Trip or the final part of Your international return Trip because the scheduled departure of Public Transport is affected by a strike; industrial action; Adverse Weather; mechanical breakdown or grounding of an aircraft Due To mechanical or structural defect, We will either:

- A. pay the Travel Delay benefit stated in the Table of Benefits; or
- B. if **You** abandon **Your Trip** after a delay of at least 24 hours of the scheduled outbound international departure, **We** will refund **Your** unused travel and accommodation costs up to the amount stated in the Table of Benefits that **You** have paid or are contracted to pay and which cannot be recovered from any other source.

#### **Special Conditions**

- You can only Claim under item A or item B above, not both.
- 2. You must:
  - check-in before the scheduled departure time shown on **Your** travel itinerary; and

- comply with the travel agent, tour operator and transport providers contract terms; and
- C. provide Us with written details from the Public Transport operator describing the length of, and reason for, the delay; and
- O. allow reasonable time to arrive at **Your** departure point on time.

#### What is not covered

- 1. Any Claim Due To:
  - A. Public Transport being taken out of service on the instructions of a Civil Aviation Authority, Port Authority or similar authority, typically such a case is the flight cancellation by the airline;
  - B. a strike if it had started or been announced before You arranged this insurance;
  - C. any journey by Public Transport commencing and ending in the country of departure.
- 2. Any charge or expense paid for with, or settled using, any kind of promotional voucher or points, timeshare, holiday property bond or holiday points scheme, or any Claim for management fees, maintenance costs or exchange fees in relation to timeshares or similar arrangements.
- 3. Accommodation and travel expenses where the additional transport and/or accommodation used is of a standard superior to that of the original Trip.
- 4. Any Claim Due To Your not allowing sufficient time for the journey.
- 5. Any Claim Due To:
  - You travelling against the advice of the appropriate national or local authority;
  - B. prohibitive regulations by the government of any country.
- 6. Any expenses that:

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- A. You can recover from any tour operator, airline, hotel or other service provider;
- B. You would normally have to pay during Your Trip.
- Any Claim for Travel
   Abandonment caused by volcanic ash.
- 8. The Excess, if a Trip is abandoned.

## Section 5 – Missed Departure

#### What is covered

**We** will pay up to the amount stated in the Table of Benefits for necessary and reasonable additional accommodation (room only) and travel expenses to enable **You** to reach:

- Your scheduled destination Abroad
  if, on Your outbound journey, You
  arrive too late at Your final point of
  international departure to board the
  Public Transport on which You are
  booked to travel; or
- 2. On Your return journey You arrive too late at Your final point of international departure to board the Public Transport on which You are booked to travel Due To:
- the car/taxi You are travelling in breaking down or being involved in an accident; or
- 2. the **Public Transport You** are travelling in failing to arrive on schedule.

#### **Special Conditions**

- 1. You must:
  - A. provide evidence of all the extra costs **You** incurred
  - B. allow reasonable time to arrive at **Your** departure point on time
  - C. for car breakdown/accident provide **Us** with:
    - a written report from the vehicle breakdown service or garage that assisted You during the incident; or
    - ii) reasonable evidence that the vehicle used for travel was

- roadworthy, properly maintained and broke down at the time of the incident
- D. for late arrival of **Public Transport** provide **Us** with:
  - reasonable evidence of the published time of arrival and the actual time of arrival.

#### What is not covered

- 1. Any Claim Due To:
  - A. Public Transport being taken out of service on the instructions of a Civil Aviation Authority, Port Authority or similar authority;
  - B. a strike if it had started or been announced before You arranged this insurance or booked Your Trip, whichever is the later.
- 2. Any charge or expense paid for with, or settled using, any kind of promotional voucher or points, timeshare, holiday property bond or holiday points scheme, or any Claim for management fees, maintenance costs or exchange fees in relation to timeshares or similar arrangements.
- Accommodation and travel expenses where the additional transport and/or accommodation used is of a standard superior to that of the original Trip.
- 4. Any Claim Due To You not allowing sufficient time for the journey.
- 5. Any Claim Due To:
  - You travelling against the advice of the appropriate national or local authority;
  - B. prohibitive regulations by the government of any country.
- 6. Any expenses that:
  - You can recover from any tour operator, airline, hotel or other service provider;
  - B. You would normally have to pay during Your Trip.

#### 7. The Excess

### Section 6 - Curtailment

#### What is covered

#### We will pay:

- A. unused accommodation costs (including excursions pre-booked and paid for before starting Your Trip), which **You** have paid or are contracted to pay and which cannot be recovered from any other source; and
- B. reasonable additional travel and accommodation (room only) costs necessarily incurred in **Your** returning to **Your** home in Hungary.

up to the amount shown in the Table of Benefits, if it becomes necessary to **Curtail** a **Trip Due To**:

## 1. You, Your Travelling Companion(s)

- A. dying; or
- B. suffering serious injury; or
- C. suffering sudden or serious illness; or
- D. suffering from complications in pregnancy if incurred in an emergency as a result of complications (where such complications are diagnosed by a **Doctor** who specialises in obstetrics); or
- E. being compulsorily quarantined on the orders of a treating **Doctor**; provided that such **Curtailment** is

provided that such **Curtailment** is confirmed as medically necessary by the treating **Doctor.** 

- Your Immediate Family Member or Close Business Colleague or Your Travelling Companion's Immediate Family Member or Close Business Colleague or someone You have arranged to stay with on Trip:
  - A. dying; or
  - B. suffering serious injury; or
  - C. suffering sudden or serious illness; or
  - D. suffering from complications in pregnancy if incurred in an emergency as a result of complications (where such

complications are diagnosed by a **Doctor** who specialises in obstetrics);

provided that such **Curtailment** is confirmed as medically necessary by the treating **Doctor**.

- The police requiring You or Your Travelling Companion's presence following a burglary or attempted burglary at Your or Your Travelling Companion's home
- Serious fire storm or flood damage to Your or Your Travelling Companion's home; provided that such damage occurs after Your Trip commences.

#### What is not covered

- 1. Any Claim Due To
  - A. any pre-existing medical condition affecting any person upon whom Your Trip depends that was diagnosed, treated or required hospital inpatient or outpatient treatment at any time before Your Trip was booked (or commencement of the Period of Insurance if later), and which could result in Your having to Curtail Your Trip;
  - B. any adverse financial situation causing You to Curtail Your Trip;
  - C. You or Your Travelling Companion(s) deciding that You do not want to remain on Trip.
- 2. Any loss, charge or expense Due To:
  - A. a delay in notifying the tour operator, travel agent, or transport or accommodation provider that it is necessary to Curtail a booking;
  - B. prohibitive regulations by the government of any country.
- 3. Any charge or expense paid for with, or settled using any kind of promotional voucher or points, timeshare, holiday property bond or holiday points scheme, or any

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- Claim for management fees, maintenance costs or exchange fees in relation to timeshares or similar arrangements.
- Accommodation and travel expenses where the transport and/or accommodation used is of a standard superior to that of the Trip.
- 5. The Excess.

## Section 7 – Personal Effects & Baggage

#### What is covered

- A. Loss, damage or theft

  If Personal Property is Lost,
  damaged or stelen during Your
  - damaged or stolen during **Your Trip**, **We** will pay **Repair and Replacement Costs** up to the amount stated in the Table of Benefits.
- B. Delayed Baggage

If **Personal Property** is **Lost** or misplaced for at least 12 hours on **Your** outbound journey by the airline or other carrier, **We** will pay up to the amount stated in the Table of Benefits to reimburse **You** for the cost of essential items of clothing, medication, toiletries and **Mobility Aids** that **You** have to purchase.

#### **Special Conditions**

- You must take reasonable care to keep Your Personal Property safe. If Your Personal Property is Lost or stolen You must take all reasonable steps to get it back.
- 2. Valuables must be attended by You at all times when not contained in a locked safe or safety deposit box.
- 3. If **Your Personal Property** is **Lost** or stolen **You** must make every reasonable effort to report it to the police (and hotel management if the **Loss** or theft occurs in a hotel) within 24 hours of discovery and **You** must provide **Us** with a copy of the original written police report.
- Loss, theft or damage to Personal Property in the custody of an airline or other carrier must be reported in

- writing to the airline or other carrier within 24 hours of discovery and **We** must be provided with a copy of the original written airline or carrier's Property Irregularity report;
- 5. Where **Personal Property** is temporarily **Lost** or misplaced by an airline or other carrier **We** must be provided with original written confirmation from such airline or other carrier or the tour representative that the delay lasted for at least 12 hours after **You** arrived at **Your** destination.
- 6. If You have been paid for emergency purchases of essential items and You then also Claim for Loss, damage or theft of Personal Property resulting from the same item, cause or event, the amount paid to You for emergency purchases will be deducted from the final settlement payment. However, any deduction will not be any more than the amount paid for emergency purchases.

#### What is not covered

- 1. More than the amount stated in the Table of Benefits for:
  - A. a single item, pair or set, or part of a pair or set;
  - B. Valuables in total;
  - C. sports equipment in total
- Loss or theft of Valuables left Unattended unless contained in a locked safe or safety deposit box.
- 3. Loss or theft of any Personal Property (other than Valuables) left Unattended unless:
  - A. contained in
    - i) a locked room; or
    - ii) a locked safe or safety deposit box; or
    - iii) the locked glove box or boot of a vehicle or in the luggage space at the rear of a locked estate car or hatchback under a top cover and out of view;

and there is evidence of forced entry to the room, safe, safety deposit box or

- car, or the car has been stolen;
- B. in the custody or control of an airline or other carrier.
- 4. Loss, theft or damage to:
  - A. antiques, musical instruments, pictures, household goods, contact or corneal lenses, dentures, or dental fittings, hearing aids, bonds, securities or documents of any kind;
  - B. sports equipment whilst being used, vehicles or their accessories (other than Mobility Aids), watercraft and ancillary equipment, glass china or similar fragile items and pedal cycles;
  - C. business equipment, business goods, samples, business Money, tools of trade or any other item used in connection with Your business, trade or occupation;
- 5. Depreciation in value, normal wear and tear, denting or scratching, damage by moth or vermin, electrical, electronic or mechanical breakdown, or damage Due To atmospheric or climatic conditions.
- Delay, detention, seizure or confiscation by customs or other officials.
- 7. The Excess (not applicable to delayed baggage Claims).

## Section 8 – Business Equipment

#### What is covered

- A. Loss, damage or theft
  We will pay up the amount stated in the Table of Benefits for the Repair and Replacement Costs of Your business equipment (limited to audio, visual, video, photographic, computer equipment and samples) if it is Lost,
- B. Business equipment hire If business equipment (limited to audio, visual, video, photographic, computer

stolen or damaged.

equipment and samples) held by **You** for business reasons is **Lost**, stolen or damaged, **You** will be covered for the reasonable cost of hiring replacement equipment up to the amount stated in the Table of Benefits.

#### **Special Conditions**

- For temporary Loss, as well as getting an authorised "property irregularity report" from the carrier or handling agent, You must also write to them within 21 days of receiving Your property back to confirm You had to buy replacement items.
- If Your business equipment is never found and We agree to pay for permanent Loss, We will take off any amount We have already paid for temporary Loss.
- 3. **You** must keep any damaged property so that **We** can inspect it. When **We** make a payment for replacement of that property, it will then belong to **Us.**

#### What is not covered

- Any exclusion applicable to Section 7. Personal Effects & Baggage also apply to this section except exclusion 4.C., which is not applicable.
- 2. The Excess.

## Section 9 – Loss of Passport / Driving Licence

#### What is covered

If **Your** passport and/or driving licence is **Lost**, destroyed or stolen while **You** are on a Trip Abroad, We will pay up to the amount stated in the Table of Benefits to cover the cost of:

- getting any temporary replacement documents needed to enable You to return to Hungary including any additional travel and accommodation (room only) costs incurred by You or on Your behalf during Your Trip to obtain such documents; and
- the replacement passport or driving licence fee payable, provided that it remained valid for at least 2 years at the date it was **Lost**, destroyed or stolen.

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#### **Special Condition**

- You must take reasonable care to keep Your passport and/or driving licence safe. If Your passport and/or driving licence is Lost or stolen You must take all reasonable steps to get it back.
- 2. Your passport and/or driving licence must be attended by You at all times when not contained in a locked safe or safety deposit box
- 3. If **Your** passport and/or driving licence is **Lost** or stolen **You** must make every reasonable effort to report it to the police (and hotel management if the **Loss** or theft occurs in a hotel) within 24 hours of discovery and **You** must provide **Us** with a copy of the original written police report.

#### What is not covered

- Loss or theft of any passport or driving licence left Unattended unless contained in a locked safe or safety deposit box.
- Delay, detention, seizure or confiscation by customs or other officials.

## Section 10 – Personal Money

#### What is covered

We will pay up to the amount stated in the Table of Benefits if Money held by You for Your own personal use is Lost or stolen during a Trip whilst:

- 1. being carried by You; or
- 2. left in a locked safe or safety deposit box.

#### **Special Condition**

- You must take reasonable care to keep Your Money safe. If Your Money is Lost or stolen You must take all reasonable steps to get it back.
- Your Money must be attended by You at all times when not contained in a locked safe or safety deposit box.
- 3. If **Your Money** is **Lost** or stolen **You** must make every reasonable effort to report it to the police (and hotel management if the **Loss** or theft occurs in a hotel) within 24 hours of discovery and **You** must provide **Us** with a copy of the original written police report.

#### What is not covered

- 1. More than the amount stated in the Table of Benefits for cash.
- Loss or theft of Money left Unattended unless contained in a locked safe or safety deposit box.
- Delay, detention, seizure or confiscation by customs or other officials.
- 4. Traveller's cheques:
  - A. unless the Loss or theft is reported immediately to the local branch or agent of the issuing company;
  - B. if the issuing company provides a replacement service.
- 5. Depreciation in value or shortage Due To any error or omission.
- 6. The Excess.

## Section 11 – Personal Accident

#### What is covered

If **You** suffer physical injury caused by an **Accident** during a **Trip** which, within 12 months, directly results in **Your**:

- 1. Death; or
- 2. Loss of Sight; or
- 3. Loss of Limb; or

#### Permanent Total Disablement.

**We** will pay the appropriate benefit stated in the Table of Benefits.

#### **Special Conditions**

**We** will not pay more than one benefit for the same physical injury.

#### What is not covered

Death, Loss of Sight, Loss of Limb or Permanent Total Disablement Due To disease or any physical defect, injury or illness which existed before the Trip.

# Section 12 – Personal Liability

#### What is covered

**We** will cover **You** up to the Limit of Liability stated in the Table of Benefits against all sums which **You** are legally liable to pay as damages in respect of:

- accidental bodily injury (including death illness or disease) to any person;
- accidental loss of or damage to material property;

which occurs during the **Period of Insurance** arising out of the **Trip**.

The maximum that **We** will pay under this Section for all damages as a result of any one occurrence or series of occurrences arising directly or indirectly from one source or original cause shall be the Limit of Liability stated in the Table of Benefits. **We** will in addition pay **Costs and Expenses**.

#### Costs and Expenses shall mean:

- all costs and expenses recoverable by a claimant from You;
- all costs and expenses incurred with Our written consent;
- 3. solicitors' fees for representation at any coroner's inquest or fatal accident inquiry or in any Court of Summary Jurisdiction or similar court;

in respect of any occurrence to which this Section applies – except that in respect of occurrences happening in or claims or legal proceedings brought or originating in the United States of America and Canada or any other

territory within the jurisdiction of either such country, Costs and Expenses described in 1., 2., and 3. above are deemed to be included in the Limit of Liability for this Section.

#### **Special Conditions**

- We may at Our sole discretion in respect of any occurrence or occurrences covered by this Section pay to the claimant the Limit of Liability stated in the Table of Benefits applicable to such occurrence or occurrences (but deducting therefrom any sum(s) already paid) or any lesser sum for which the **Claim(s)** arising from such occurrence(s) can be settled and We shall thereafter be under no further liability in respect of such occurrence(s) except for the payment of Costs and Expenses incurred prior to the date of such payment and for which We may be responsible hereunder.
- 2. If at the time of the happening of any occurrence covered by this Section there is any other existing insurance whether taken out by You or not covering the same liability We shall not be liable to pay the damages of the claimant in respect of such liability except so far as concerns any excess beyond the amount which would have been payable under such other insurance had this Section not been effected.
- Without **Our** prior written approval, You shall not be authorised to satisfy claimant or allow the claim, or Your liability therefore. The settlement of You and the claimant, as well as the statement of acceptance of liability by You is only effective in respect of Us if We have granted a prior consent to or has subsequently acknowledged it. We may not allege that Your acknowledgement and settlement of the claimant's claim, and any related composition has no legal force in respect of Us, if the claim is manifestly well founded. Furthermore the court decision in respect of You is effective in respect of Us only if We participated in the proceedings, arranged for Your representation or expressly waived these rights.
- 4. If **You** dispute **Your** liability for claims lodged against **You**, or the

amount of **Your** payment obligation on grounds which are manifestly unfounded, **We** may pay the amount of settlement to the claimant. The additional costs arising out of said objection on unfounded grounds shall be borne by **You**; if they were covered by **Us**, **You** shall be liable to repay such costs to **Us**.

#### What is not covered

#### Cover for any liability:

- 1. in respect of bodily injury to any person who is:
  - A. under a contract of service with You when such injury arises out of and in the course of their employment by You;
  - B. a member of Your family.
- assumed by You under a contract or agreement unless such liability would have attached in the absence of such contract or agreement;
- 3. in respect of loss of or damage to property:
  - A. belonging to You;
  - B. in Your care custody or control.

However this Exclusion shall not apply in respect of loss of or damage to buildings and their contents not belonging to but temporarily occupied by You in the course of the Trip.

- 4. in respect of bodily injury loss or damage caused directly or indirectly in connection with:
  - A. the carrying on of any trade, business or profession;
  - B. the ownership, possession or use of:
    - i) horse-drawn or mechanically propelled vehicles;
    - ii) any aerospatial device or any airborne or waterborne craft or vessel (other than non-mechanically powered waterborne craft not exceeding 10 metres in length whilst used on inland waters) or the

- loading or unloading of such craft or vessel;
- iii) firearms (other than sporting guns);
- iv) arising from the occupation or ownership of any land or building other than any building temporarily occupied by You in the course of a Trip.
- 5. in respect of activities or volunteer work organised by or when the individual is assigned overseas by or under the auspices of a charitable voluntary not for profit social or similar organisation except where no other insurance or cover is available.
- 6. **in respect of punitive or exemplary damages.**
- 7. in respect of the Excess.

## Section 13 – Overseas Legal Expenses

#### What is covered

If during a **Trip You** sustain bodily injury or illness which is caused by a third party **We** will pay up to the amount stated in the Table of Benefits to cover **Legal Expenses** arising out of **Any One Claim**.

#### **Special Conditions**

- Legal Representatives must be qualified to practise in the Courts of the country where the event giving rise to the Claim occurred or where the proposed defendant under this Section is resident.
- 2. We shall at all times have complete control over the legal proceedings. Outside the European Union, the selection, appointment and control of Legal Representatives shall rest with Us. Within the European Union, You do not have to accept the Legal Representatives chosen by Us. You have the right to select and appoint Legal Representatives after legal proceedings have commenced subject to Our agreement to the Legal Representatives' fee or charging

- rates. If there is a disagreement over this choice of Legal
  Representatives You can propose
  Legal Representatives by sending
  Us the proposed Legal
  Representatives' name and address.
  We may choose not to accept Your proposal but only on reasonable grounds. We may ask the ruling body for Legal Representatives to nominate alternative Legal
  Representatives. In the meantime,
  We may appoint Legal
  Representatives to protect
  Your interests.
- 3. You must co-operate fully with the Legal Representatives and ensure that We are fully informed at all times in connection with any Claim or legal proceedings for damages and or compensation from a third party. We are entitled to obtain from the Legal Representatives any information, document or advice relating to a Claim or legal proceedings under this Insurance. On request You will give to the Legal Representatives any instructions necessary to ensure such access.
- 4. Our authorisation to incur Legal Expenses will be given if You can satisfy Us that:
  - A. there are reasonable grounds for pursuing or defending the Claim or legal proceedings and the Legal Expenses will be proportionate to the value of the Claim or legal proceedings; and
  - B. it is reasonable for Legal
    Expenses to be provided in a
    particular case. The decision to
    grant authorisation will take into
    account the opinion of the Legal
    Representatives as well as that
    of Our own advisers. If there is a
    dispute, We may request, at
    Your expense, an opinion of a
    barrister as to the merits of the
    Claim or legal proceedings. If
    the Claim is admitted, Your
    costs in obtaining this opinion
    will be covered by this Policy.
- 5. If there is any dispute, other than in respect of the admissibility of a Claim on which Our decision is final, the dispute will be referred to a single arbitrator who will be either a solicitor or barrister agreed by all parties, or failing

agreement, one who is nominated by the current President of the appropriate Law Society. The party against whom the decision is made shall meet the costs of the arbitration in full. If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs. If the decision is made in Our favour, Your costs shall not be recoverable under the Insurance.

The process set out in this point 5 shall not limit Your rights to turn to the competent court(s) in case of any dispute concerning this Insurance.

- We may at Our discretion assume control at any time of any Claim or legal proceedings in Your name for damages and/or compensation from a third party.
- 7. We may at Our discretion offer to settle a counter-claim against You which We consider to be reasonable instead of continuing any Claim or legal proceedings for damages and/or compensation by a third party.
- 8. Where settlement has been made to **You** without legal costs being apportioned, **We** will determine how much of that settlement should be apportioned to legal costs and expenses and paid to **Us**.
- 9. If a conflict of interest arises, where We are also the insurers of the third party or proposed defendant to the Claim or legal proceedings, You have the right to select and appoint other Legal Representatives in accordance with the terms of this Insurance.
- 10. If at Your request Legal
  Representatives cease to continue
  acting for You, We shall be entitled to
  withdraw cover immediately or agree
  with You to appoint other Legal
  Representatives in accordance with
  the terms of this Insurance.

#### What is not covered

 Any Claim reported to Us more than 12 months after the beginning of the incident which led to the Claim.

- 2. Any Claim where it is Our opinion that the prospects for success in achieving a reasonable settlement are insufficient and/or where the laws, practices and/or financial regulations of the country in which the incident occurred would preclude the obtaining of a satisfactory settlement or the costs of doing so would be disproportionate to the value of the Claim.
- 3. Legal Expenses incurred before receiving Our prior authorisation in writing.
- 4. Legal Expenses incurred in connection with any criminal or wilful act on Your part.
- Legal Expenses incurred in the defence against any civil claim or legal proceedings made or brought against You unless as a counter-claim.
- Fines, penalties compensation or damages imposed by a court or other authority.
- Legal Expenses incurred for any Claim or legal proceedings brought against:
  - A. a tour operator, travel agent, carrier, insurer or their agents where the subject matter of the Claim or legal proceedings is eligible for consideration under an Arbitration Scheme or Complaint Procedure;
  - B. Us or Our agents; or
  - C. Your employer.
- 8. Actions between Persons Insured or pursued in order to obtain satisfaction of a judgement or legally binding decision.
- Legal Expenses incurred in pursuing any Claim for compensation (either individually or as a member of a group or class action) against the manufacturer, distributor or supplier of any drug, medication or medicine.
- 10. Legal Expenses chargeable by the Legal Representatives under contingency fee arrangements.

- 11. Legal Expenses incurred where You have:
  - A. failed to co-operate fully with and make sure that We are fully informed at all times in connection with any Claim or legal proceedings for damages and or compensation from a third party; or
  - B. settled or withdrawn a Claim in connection with any Claim or legal proceedings for damages and or compensation from a third party without Our agreement. In such circumstances We shall be entitled to withdraw cover immediately and to recover any fees or expenses paid.
- 12. **Legal Expenses incurred after** You have not:
  - A. accepted an offer from a third party to settle a Claim or legal proceedings where the offer is considered reasonable by Us; or
  - B. accepted an offer from Us to settle a Claim.
- 13. Legal Expenses which We consider unreasonable or excessive or unreasonably incurred.

#### **General Exclusions**

Exclusions that apply to the whole Policy.

We will not pay any Claims which would result in Us being in breach of United Nations resolutions or trade or economic sanctions or other laws of the European Union, Hungary, United Kingdom or the United States of America.

Applicable to US Persons only: Policy cover for a Trip involving travel to/from/through Cuba will only be effective if the US Person's travel has been authorised by a general or specific licence from OFAC (US Treasury's Office of Foreign Asset Control). US Persons shall be deemed to include any individual wherever located who is a citizen or ordinarily resident in the United States (including Green Card Holders) as well as any corporation, partnership, association, or other organisation, wherever organised or doing business, that is owned or controlled by such persons.

You should contact Us on (+36 1) 487-4087

for clarification of Policy cover for travel to countries which may be subject to United Nations resolutions or trade or economic sanctions or other laws of the European Union, Hungary, United Kingdom or the United States of America.

We will not be liable to make any payment under this Policy where:

- Persons Covered
   You do not meet the criteria detailed under Important Information on page 8 of this Policy.
- Children travelling alone
   You are a Child travelling or
   booked to travel without an adult
   Person Insured named in the
   Certificate of Insurance.
- Trips not covered
   Your Trip is described under
   "Trips Not Covered", on page 8 of this Policy.

- 4. Any actual or suspected
  Communicable Disease which
  results in restrictions impacting
  Your Trip being introduced or
  made by any travel or
  accommodation provider or any
  government or governmental
  body. This Policy Exclusion does
  not apply to Claims for Medical
  Expenses and Repatriation
  Expenses.
- 5. Any expenses which are recoverable (whether successful or not) by an Insured Person from:
  - A. any tour operator, travel provider, airline, hotel or other service provider under the terms of any contract or any relevant law or regulation; or
  - B. any compensation scheme.
- 6. any Claim is Due To:
  - A. Not taking medication or treatment a Person Insured choosing not to take medication or other recommended treatment as prescribed or directed by a Doctor.
  - Tropical disease where В. not vaccinated a tropical disease where the Person Insured has not had the vaccinations or taken the medication recommended by the National Public Health and Medical Offer Service of Hungary or required by the authorities in the country being visited, unless they have written confirmation from a Doctor that they should not be vaccinated or take the medication, on medical grounds.
  - C. Anxiety state or phobia a Person Insured suffering from any travel-related anxiety state, or phobia.
  - D. Excluded leisure activities or sports
    You taking part in any of the following while on Trip:

- i) any leisure activities or sports not specifically covered under "Leisure Activities & Sports" or winter sports not specifically covered under the "Optional Winter Sports Extensions", where such extension is shown as covered in Your Certificate of Insurance.
- ii) any leisure activities or sports in a professional capacity or for financial reward or gain
- iii) Competitive winter sports
- iv) air travel unless You are travelling as a fare paying passenger on a flight which is provided by a licensed airline or air charter company
- E. Currency
  Currency exchange, including
  but not limited to any loss of
  value or currency conversion
  fees.
- F. Illegal Acts
  Any illegal act by You.
- G. Alcohol/drugs
  - i) Alcohol You drinking too much alcohol, alcohol abuse or alcohol dependency. We do not expect You to avoid alcohol on Trip, but We will not cover any Claims arising because You have drunk so much alcohol that Your judgement is seriously affected and You need to make a Claim as a result (for example any medical report or evidence showing excessive alcohol consumption which in the opinion of a Doctor has caused or contributed to the bodily injury). Furthermore, it is always regarded as excessive alcohol consumption or

alcoholic state whenever at the time of the occurrence of the insured event Your blood alcohol concentration exceeded 0.8 ‰, provided that it was confirmed by an alcohol test made

**Drugs** ii) You taking any drugs in contravention of the laws applicable to the country You are travelling to, or having an addiction to or abusing any medications, or being under the influence of any non-prescribed medication which is classified as a legal high in the country You are travelling to.

#### H. Suicide/self-injury

- i) Your suicide, attempted suicide or deliberate self-inflicted injury regardless of the state of Your mental health; or
- ii) Your needless selfexposure to danger or where You have acted in a manner contrary to visible warning signs except in an attempt to save human life.

#### I. Radiation

- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste resulting from the combustion of nuclear fuel; or
- ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.
- J. Sonic waves pressure waves from aircraft and other airborne devices travelling at sonic or supersonic speeds.
- K. War

War or any act of War whether War is declared or not.

L. Financial Failure
The financial failure of a tour operator, travel agent, transport provider, accommodation provider, ticketing agent or excursion provider.

## **Exemptions**

The Insurer shall be exempt from the obligation to provide benefits:

- to the extent the Insured fails to comply with its obligation to provide information or to report any change in the course of the making of the insurance contract unless it is proven that Chubb was aware of the circumstance concealed or not disclosed at the time when this Policy was taken out or such circumstance did not play a role in the occurrence of the insured event;
- event has been caused by the Insured Person or a Close relative living in his household unlawfully, intentionally or with gross negligence. For the purpose of this point, the Insured Person, the Policyholder, a Close relative living in their household acts with gross negligence in the following cases:
  - A. he/she drove a vehicle that did not have the necessary car certificates or he/she drove a vehicle without having a valid driving licence for such vehicle;
  - B. at the occurrence of the given traffic Accident he violated at least two traffic rules in effect in the given country at the time of the traffic Accident.
  - C. if the Insured Person does not report the claim forthwith to Chubb Assistance, and because of this important circumstances will be undetectable;
  - D. if at the moment when a Claim is made or at any time afterwards the Insured Person fails to submit any (additional) documents requested by Chubb or does

- not consent to Chubb having access to medical opinions or results, thus, important circumstances will become undetectable, Chubb may reject the payment of the claim, whether partly or wholly.
- 3. if the death of the Insured Person is caused by the person who is entitled to get the Benefits of this Policy.

The fact that any of such circumstances exist shall be proven by the party who wishes to refer to them.

## Making a Claim

Conditions that apply to the whole Policy.

- If You are injured or become ill Abroad and need:
  - hospital in patient treatment, specialist treatment, medical tests, scans or to be brought back to Hungary You must contact Chubb Assistance immediately on: (+36 1) 7777 349 If You cannot do this yourself, You must arrange for a personal representative (for example, a spouse or parent) to do this for You. If Chubb Assistance are not contacted, any expense incurred by You that would otherwise not have been incurred had Chubb Assistance been contacted will be deducted from **Your Claim**
  - B. medical treatment other than under A. above You must follow the procedure detailed under condition 2. below. You can make use of the services provided by Chubb Assistance, as appropriate (these are detailed on pages 12-13 of this Policy).

#### 2. All other **Claims**

**You** must notify **Us** immediately by telephone or email as soon as reasonably possible and within 30 days of becoming aware of anything likely to result in a **Claim**.

A personal representative can do this for **You** if **You** cannot.

We can be contacted at:

Email:

travelinsurance.in@crawford.com Tel: (+36 1) 7777 348 Use the Claims Portal found here.

#### Reporting Lost, Stolen or Damaged Property

- Lost or stolen Personal Property, Money, passport or driving licence.
  - **You** must make every reasonable effort to obtain a police report within 24 hours of discovery.
  - If Lost or stolen from a hotel, You must make every reasonable effort to notify the hotel management; and
  - If the Money You have Lost or had stolen includes travellers cheques, You must make every reasonable effort to notify the local branch or agent of the issuing company; and
  - Provide Us with a copy of the original written reports.
- Personal Property Lost, stolen or damaged whilst in the custody of an airline or other carrier.

**You** must notify the airline or other carrier in writing within 24 hours of discovery and provide **Us** with a copy of the original Property Irregularity Report.

# Obligation of reporting the occurrence of the insured event

Our obligation shall not take effect if You or the Person Insured fails to report to Us the occurrence of an insured event within the time limit specified above, fails to provide the information necessary, or fails to facilitate verification of the information provided, and, as a consequence, circumstances which are considered material from the point of view of Our obligation become undetectable.

#### Claim reporting documents

After reporting a **Claim** the following documents should be sent to **Us**:

- Completed and duly signed Claim Form:
- All the documents certifying travel:
   Tickets and Boarding Passes
   (aeroplane, bus, train, boat), Baggage
   ticket, confirmation of accommodation
   booking, refuelling invoices, motorway
   tickets, copy of passport and visa;
- Certification of the identity of the person entitled to compensation (ID card, address card, passport, driving licence).

Beside these, the following documents should be submitted depending on the Section being claimed under:

#### Cancellation

- Medical certificate proving the reason of the death or the illness;
- Death certificate:
- Medical case history, medical documentation of the PCP about any disease/sickness or Accident preceding the travel;
- In case of Accident official report of any authority (if available); official certificate about the Accident;
- Police Report, if made;
- Hospital Final Report (if applicable);
- Court summons;
- Notice of Termination by the Employer;
- Cerification about being registered as Unemployed;
- Report from Fire Service;
- Certificate about flood;
- Written confirmation from the airline about the refunded amount they have paid to You;
- Written confirmation from the airline about the additional cost of the changing or cancelling your flight;
- Written confirmation from the airline that You cancelled Your Trip;

#### **Medical Expense and Repatriation**

- Medical documentation justifying the emergency of the medical attendance;
- Original invoices about the medical attendance, or hospitalization or medication addressed for the name of the Insured Person;
- Original doctor's or pharmacy invoice, bank account extract or money exchange receipt for the reimbursement of medical costs paid by the Insured;

- Contact details of the doctor;
- Medical case history, medical documentation of the PCP about any disease/sickness or Accident preceding the travel, if required by the Insurer;
- In case of Accident official report of any authority (if available); official certificate about the Accident and its circumstances;
- Police report (if available);
- Final report of the Hospital Abroad, treatment sheet, histological findings;
- Travel tickets, invoice about the ticket;
- Invoice about the new flight ticket or about the modified flight ticket;
- Taxi invoices;
- Ambulance invoices:
- Accommodation invoices;
- Cremation / Burial Invoices and the proof of payment

#### Travel delay/ Abandonment

- Detailed description of circumstances that led to the delay;
- Certification of the airline/transportation company about the delay its duration and reason;
- Flight number, destination country and city where the flight was delayed or cancelled;
- Prove of original and new departure with original ticket, booking and boarding pass;
- Invoices about the purchases/costs
  related to the flight delay –if possible,
  issued for the Insured name- where
  the nature of the purchased items or
  services, date and location of use, the
  name of the person using them, and
  the value and currency of the invoice
  can be clearly identified

#### **Missed departure**

- Detailed official report about the incident issued by the authorities, and a final resolution about the case
- Medical or policy report about blood alcohol level
- If other official proceedings were conducted by the authorities apart from infraction proceedings, the final resolution concluding the proceedings within 2 days after receipt; in the case of criminal or infraction proceedings, at least a certificate issued by the authorities on the commencement of proceedings or the minutes recorded by the authorities about the case;
- A document suitable for the identification of the air ticket (destination, date, airlines) and the receipt certifying the payment of the air ticket and the certificate form the

- transporting airline about the fact that the given air ticket was not used
- Certificate of the modified or the new flight ticket and boarding pass;

#### Curtailment

- Doctor's or medical consultant's documentation certifying grave illness or accident;
- Medical certificate on the death occurred: death certificate:
- Police record in the case of road accident:
- Certificate on the emergency medical attendance in the case of pregnancy complications;
- Medical/regulatory certificate on the necessity of putting the person in quarantine

#### Personal Effects ,and Baggage, Business Equipments, Delayed Baggage; Personal Money

- Original Police report in case of theft, robbery or abuse describing the place, date/time, the event, and the name of the Claimants, and a detailed list of the lost or damaged items with values;
- In case of theft, robbery, or malicious damage at the hotel, apart from the policy report, a certification of the Hotel or other type of accommodation regarding the event;
- Certification of the airline/transportation company about damage lost or injury;
- Certification of the airline/transportation company about the indemnification paid to the passenger;
- Detailed list of the lost and damaged items, containing the purchase price and the date of purchase; and invoices certifying the purchase;
- In case of any invoice about the repair of the damaged luggage, or statement that damaged item cannot be repaired
- Certification and description of the airline regarding the delayed baggage of the Insured Person including the period of the delay. (Passenger Irregularity Report);
- Check in receipt, baggage ticket, air ticket;
- Certification of costs and expenses of shopping abroad by invoices;
- Certification of receipt of the baggage containing the date, time and name of the passenger

# Loss of Passport / Driving Licence temporary replacement costs

 In case of loss or damage of travel documents, invoice about the reissuance of the official documents and

- invoices regarding travel or Accommodation costs arisen in connection with this;
- In every case (loss, theft, robbery, or malicious damage) policy/or other regulatory report.

#### Personal liability insurance

- Name and address of the claimant;
- A short description of the occurrence; date and place of occurrence
- Description of the extent of the damage in case of material damage; invoice of repair, opinion of the service centre that the damaged good/thing cannot be repaired;, invoice of newly purchase;
- Detailed medical documentation of the other injured person; Invoices certifying the injured person's medical and funeral costs;
- Statement about the acknowledgement or rejection of the liability by the Insured Person;
- Power of Attorney for solicitor;
- Invoice certifying solicitor's expenses;
- The reg. number of regulatory proceedings, if it was commenced, as well as the resolution s made and the name and address of competent authority:
- Police report (if available);
- Full documentation on the criminal or infraction proceedings against the Insured

#### Legal costs

- Full documentation on the criminal or infraction proceedings against the Insured
- Power of Attorney for solicitor;
- Police report (if available);
- Other official report of any other authority;
- Invoice or certification about the costs of legal costs;

If any of the required documents are not provided to the Insurer or the provided documents are controversial or require further clarification, the Insurer reserves the right to ask for further documents or information or means of evidence not listed above, or if these documents or evidences are not be provided, the Insurer may reject the claim or limit the paid benefit amount.

#### Claim Conditions

#### Other Insurance

If, at the time of an incident which results in a **Claim** under this Policy, there is any other insurance covering the same **Loss**, damage, expense or liability, **We** are entitled to approach that insurer for a contribution towards the **Claim**, and will only pay **Our** proportionate share. This condition does not apply to Section 11 - Personal Accident or Section 3 – Hospital Benefit of this Policy.

# Recovering Our Claims Payments from Others

We are entitled to take over and carry out in Your name the defence or settlement of any legal action brought by or against You in connection of Claim(s) covered by this Policy. We may also take proceedings at Our own expense and for Our own benefit to recover any payment We have made under this Policy to anyone else; in such case You are obliged to assist Us in conducting such proceedings, including the obligation to assign Your claim to Us (to the extent it is necessary to conduct the proceedings and to the extent it is not automatically assigned by law).

#### Complying with Special Conditions

**You** must comply with the Special Conditions detailed in the relevant Section of this Policy.

#### Supplying Details & Documents

**You** must supply at **Your** own expense any information, evidence and receipts **We** require including medical certificates signed by a **Doctor**, police reports and other reports.

# Your Duty to Avoid or Minimise a Claim

You and each Person Insured must take ordinary and reasonable care and precautions to safeguard against Loss, damage, Accident, injury or illness as though You were not insured.

You must also mitigate the damage based on Our specifications and according to Our instructions given at the time when the damage or loss occurred, or failing this, You shall proceed under the principle of reasonable conduct. The justified cost of mitigating damages shall be borne by **Us** within the Limit of Liability stated in the Table of Benefits even if mitigation of damages has been unsuccessful.

The items insured under this Policy must be maintained in good condition.

**We** shall be relieved of **Our** obligation to pay indemnity under this Policy if **We** prove that **You** have failed to observe the above provisions on the obligation to avoid or minimise a **Claim** due to wilful action or gross negligence.

#### **Protecting Property**

**You** must take all reasonable steps to protect any item or property from further **Loss** or damage and to recover any **Lost** or stolen article.

#### Sending Us Legal Documents

**You** must send **Us** any original writ, summons, legal process or other correspondence received in connection with a **Claim** immediately when it is received and without answering it.

#### Subrogation

**We** may take action to recover compensation or security for loss, damage or expenses covered by this insurance. **You** will not have to pay anything towards this action but **We** will be entitled to retain some or all of any amount recovered.

#### Things You Must Not Do

**You** must not do the following without **Our** written agreement:

- admit liability, or offer or promise to make any payment; or
- sell or otherwise dispose of any item or property for which a **Claim** is being made

#### **Recognising Our Rights**

You and each Person Insured must recognise Our right to:

 choose either to pay the amount of a Claim (less any Excess and up to any Policy limit) or repair, replace or

- reinstate any item or property that is damaged, **Lost** or stolen;
- inspect and take possession, without unreasonably disturbing You, of any item or property for which a Claim is being made and handle any salvage in a reasonable manner;
- 3. take over and deal with the defence or settlement of any **Claim** in **Your** name and if a settlement is made without costs being awarded, determine what proportion of those costs should be paid for costs & expenses and paid to **Us**;
- 4. settle all **Claims** in Hungarian Forint;
- 5. be reimbursed within 30 days for any costs or expenses that are not insured under this Policy, which **We** pay to **You** or on **Your** behalf;
- be supplied at **Your** expense with appropriate original medical certificates where required before paying a **Claim**;
- request and carry out a medical examination and insist on a postmortem examination, if the law allows Us to ask for one, at Our expense.

#### Fraudulent Claims

**We** will not pay dishonest **Claims**. If **You** make a dishonest **Claim**, **Your Claim** will be dismissed.

#### **Paying Claims**

We shall fulfil the claim for benefit made within 15 working days of the receipt of the last document required for claims handling.

#### 1. Death

- A. If You are 18 years old or over, We will pay the Claim to Your estate and the receipt given to Us by Your personal representative (in most cases, the executor appointed under Your will) shall be a full discharge of all liability by Us in respect of the Claim.
- B. If **You** are aged under 18 years and covered under this Policy as the **Partner** of a **Person**Insured, We will pay any
  Claim for **Accidental** death to

Your Partner. In all other circumstances We will pay any Claim for Accidental death to Your Parent or Legal Guardian. Your Partner's or Parent or Legal Guardian's receipt shall be a full discharge of all liability by Us in respect of the Claim.

#### 2. All other Claims

- A. If You are 18 years or over, We will pay the Claim to You and Your receipt shall be a full discharge of all liability by Us in respect of the Claim.
- B. If You are aged under 18 years and covered under this Policy as the Partner of a Person Insured, We will pay the Claim to Your Partner for Your benefit. In all other circumstances we will pay the appropriate benefit amount to Your Parent or Legal Guardian for Your benefit. Your Partner's or Parent or Legal Guardian's receipt shall be a full discharge of all liability by Us in respect of the Claim.

#### **General Conditions**

# Conditions that apply to the whole Policy. Contract

This Policy, the Certificate of Insurance and any information provided in **Your** application will be read together as one contract.

# This contract qualifies as a consumer contract.

#### Making the contract

The contract is made upon the acceptance of **Your** offer by **Us**, which acceptance is certified by the Certificate of Insurance issued by **Us**. We deem as valid only those offers which have been submitted to Us via on-line contracting platform.

If **You** are a consumer, the contract shall be executed also if We do not respond to the offer within fifteen days of the time of receipt thereof, or sixty days if a health risk assessment is required for the evaluation of the offer, provided that the offer was made on **Our** own standard offer sheet, upon receipt of the relevant statutory information, containing the premium applicable.

In the case above, the contract shall be executed – under the conditions contained in the offer – with retroactive effect to the date on which the offer is conveyed to **Us** on the day following the expiry of the risk assessment period.

If an insured event occurs during the risk assessment period, **We** are entitled to refuse the offer only if the offer sheet contains an express warning to that effect, and it is instantly clear from the nature of the insurance cover requested or from other circumstances of risk coverage that the individual risk assessment is necessary for accepting the offer.

If a contract that is concluded without **Our** explicit statement deviates in material circumstances from **Our** standard Policy Wording, **We** are entitled to make a proposal within fifteen days from the date of conclusion of the contract to have **Your** contract amended in accordance with the standard Policy Wording. If **You** do not accept **Our** proposal or do not respond to it within fifteen days, **We** are entitled to terminate the contract in writing with thirty

days' notice within fifteen days of receiving the refusal or the proposal for amendment.

#### Effect and risk coverage

Save where we agree upon otherwise the contract shall come into force on the day following the payment by **You** the premium to **Our** account, or when we agree upon the postponement of the premium payment or **We** make a claim for the premium before court.

**We** undertake the risk in consideration of the payment of the premium by **You**. The insurance cover by **Us** shall commence on the day specified in the Certificate of Insurance or, in lack of such a date, on the date when the contract has come into force (risk commencement date).

#### Choice of Law

This Policy shall be governed by and interpreted in accordance with the laws of Hungary and the Hungarian Courts alone shall have jurisdiction in any dispute. All communication in connection with this Policy shall be in Hungarian.

#### Compliance with Policy Requirements

You (and where relevant Your representatives), shall comply with all applicable terms and conditions specified in this Policy. If You do not comply, We will only pay that part of any Claim that We would have had to pay if You had complied in full.

#### **Sanctions Clause**

The insurer shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision such cover, payment of such claim or provision of such benefit would expose the insurer to any sanctions, prohibition or restriction implemented pursuant to resolutions of the United Nations or the trade and economic sanctions, laws or regulations of the European Union, United Kingdom, Hungary, or United States of America

#### **Changing Your Policy**

. If **You** want to change **Your** Policy

If any of the information You have given Us changes You must telephone (and confirm in writing if **We** request You to do so), email or write to Us. In the event of any breach of the obligation notification of changes, Our obligation does not take effect, unless You are able to prove that We were aware of the concealed or undisclosed circumstance when the contract was concluded or that such circumstance had no influence on the occurrence of the insurance event. The notification of changes applies to You and Person Insured both. Neither of You or Person Insured are entitled to refer to any circumstance that either of You had neglected to report to Us though You must have known about it and should have reported it.

# If **We** want to change **Your** Policy If **We** become aware of any material circumstance regarding our contract with **You**, or any changes thereof, only after the contract has been concluded, and these circumstances bring about a considerable increase in the insurance risk, **We** are entitled to make a written proposal within fifteen days after gaining knowledge thereof to amend the contract or to terminate the contract in writing with thirty days' notice.

If **You** do not accept the proposal for amendment or fail to respond to it within fifteen days from the time of receipt thereof, the contract will be terminated on the thirtieth day following the day of communicating the proposal for the amendment, if **We** warned **You** of this consequence when the proposal for amendment was made.

If the contract covers more than one asset or person concurrently, and the considerable increase in insurance risk applies to some of them only, **We** are not be able to exercise **Our** rights above with respect to the remaining assets or persons.

Any change made to **Your** Policy will begin on the date that the Certificate of Insurance is issued to **You** by **Us**.

If **We** change **Your** policy and as a result of those changes **You** wish to cancel **Your** policy, **We** will send **You** a pro-rata refund unless **You** have made a **Claim** under this Policy in which case no refund will be made.

#### **Cancelling Your Policy**

If You want to cancel Your Policy

#### 14 day cancellation right

If, for any reason, **You** are not satisfied with this Policy, **You** may, within 14 days of receiving **Your** Policy and Certificate of Insurance contact **Us** and we will cancel it. If this happens the Policy will have provided no cover and **We** will refund any premiums **You** have paid, providing **You** have not already travelled and no **Claim(s)** have been reported or paid.

#### Our contact details are:

Email: travel.hu@chubb.com
Tel(+36 1) 487-4087
(Monday - Friday. On the first workday of the week 8.00-20.00, on the rest of the workdays 8.00-16.00)

#### If We want to cancel Your Policy

We can cancel this Policy by giving You 30 days written notice to the end of eth respective Period of Insurance. We will only do this for a valid reason. Examples of valid cancellation reasons include attempted or actual fraud, or where We are ordered or instructed to cancel this Policy by a regulator, court, or other law enforcement agency. If We cancel the Policy We will refund any premium You paid for the cancelled period provided You have not made a Claim under the Policy during the current Period of Insurance.

#### Other taxes or costs

**We** are required to notify **You** that other taxes or costs may exist which are not imposed or charged by **Us**.

# Misrepresentation and Non-Disclosure

You must take reasonable care to ensure that all of the information provided to Us in the application process, in the "Declaration", by correspondence, over the telephone, on claim forms and in other documents is true, complete and accurate. Please note that providing incomplete, false or misleading information could affect the validity of this Policy and may mean that all or part of a Claim may not be paid. You acknowledge that We have offered the Policy and calculated the premium using the information which We have asked for and You have provided, and that any change to the responses provided may result in a

change in the terms and conditions of the Policy and/or a change in the premium.

In the event of any breach of the obligation of disclosure above, **Our** obligation shall not take effect, unless **You** are able to prove that **We** were aware of the concealed or undisclosed circumstance when the contract was concluded or that such circumstance had no influence on the occurrence of the insurance event.

The obligation of disclosure above applies to **You** and **Person Insured** both. Neither of **You** or **Person Insured** are entitled to refer to any circumstance that either one had neglected to disclose to **Us** though **You** must have known about it and should have disclosed it.

#### Premium

The premium is the consideration for **Our** undertaking of the risk. The premium amount is set out in the Certificate of Insurance. The premium is a one-off amount. **You** are obliged to pay the premium upon making the insurance contract.

#### **Bank Charges**

**We** shall not be liable for any charges applied by **Your** bank for any transactions made in relation to a **Claim**.

#### Limitation

Claims arising out of insurance contracts concluded with a reference to the Policy Wording hereunder shall have a period of limitation of 2 years from their due date.

#### Complaints procedures

**We** are dedicated to providing a high quality service and want to maintain this at all times. If **You** are not satisfied with this service, please contact **Us**, quoting **Your** Policy details, so **We** can deal with the complaint as soon as possible.

If **You** have a complaint about the sale of **Your** Policy, the Customer Service **You** have received or the way **Your Claim** has been handled please contact:

Address: 1054 Budapest, Szabadság tér 7.,

Bank Center;

Tel: +36 1 487 4087

Email: ugyfelszolgalat@chubb.com

Furthermore customers may initiate consumer protection proceedings at the National Bank of Hungary (Hungarian National Bank Financial Consumer Protection Centre) (1013 Budapest, Krisztina krt. 39.; central mailing address: H-1534 Budapest BKKP PO Box 777, Tel: +36 80 203 776) in the event of the violation of the provisions concerning consumer protection set out in Act CXXXIX of 2013 on the National Bank of Hungary or may refer a dispute related to the entry into, validity, legal effects and termination or breach of the agreement or its legal consequences to the court or may request the Financial Mediation Board (mailing address: H-1525 Budapest, BKKP, PO Box: 172 +36 80 203 776) to proceed. The form for submitting a request for conducting a consumer protection supervisory procedure by the Hungarian National Bank (financial consumer protection submission) is available at

https://www.mnb.hu/letoltes/fogyasztoikerelem-az-mnbhez-20180904.pdf or at the Customer Centre of the Hungarian National Bank (1013 Budapest, Krisztina krt. 39.); the form for submitting a request for the procedure of the Financial Mediation Board is available at

https://www.mnb.hu/letoltes/150-fogyasztoi-kerelem-2.pdf or at the Financial Mediation Board (1013 Budapest, Krisztina krt. 39.). In addition a customer qualifying as a consumer may request **Us** to send him/her these forms for free of charge (for this purpose **Our** mailing address: 1054 Budapest, Szabadság tér 7., Bank Center,; tel: +36 1 487-4087, email: ugyfelszolgalat@chubb.com)

Following these complaints procedures does not reduce **Your** statutory rights relating to this Policy.

#### European Online Dispute Resolution Platform

If **You** arranged **Your** Policy with **Us** online or through other electronic means, and have been unable to contact **Us**, **You** may wish to register **Your** complaint through the European Online Dispute Resolution platform:

http://ec.europa.eu/consumers/odr/.

**Your** complaint will then be re-directed to the National Bank of Hungary and to **Us** to resolve. There may be a short delay before **We** receive it.

#### **Financial Supervisory Authority**

Chubb European Group SE is an undertaking governed by the provisions of the French insurance code with registration number 450 327 374 RCS Nanterre, kept by Commercial Court of Nanterre, and the following registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France.

Chubb European Group SE has fully paid share capital of €896,176,662 and is supervised by the French Financial Supervisory Authority (Autorité de contrôle prudentiel et de résolution (ACPR) 4, Place de Budapest, CS 92459, 75436 PARIS CEDEX 09.

Chubb European Group SE carries out its insurance activity in Hungary through the Hungarian Branch of Chubb European Group SE (registered seat: 1054 Budapest, Szabadság tér 7., Hungary; registered in Hungary by the Court of Registration of the Metropolitan Court of Budapest under registration no Cg. 01-17-000467). The Hungarian Branch of Chubb European Group SE is registered and supervised by the Hungarian National Bank as a branch office of a member state insurer. Full details can be found on the web-site of the Hungarian National Bank by visiting <a href="https://www.mnb.hu/">https://www.mnb.hu/</a>

#### **General Definitions**

The following words and phrases below will always have the following meanings wherever they appear in the Policy and Certificate of Insurance in bold type and starting with a capital letter.

#### **Abroad**

**Outside Hungary** 

#### Accident, Accidental

A sudden identifiable violent external event that happens by chance and which could not be expected; or unavoidable exposure to severe weather.

#### **Adverse Weather**

Weather of such severity that the police (or appropriate authority) warn by means of public communications network (including but not limited to television or radio) that it is unsafe for individuals to attempt to travel via the route originally planned by **You**.

#### **Age Limit**

64 years old (inclusive) and under at the date of taking out the Policy.

#### **Any One Claim**

All **Claims** or legal proceedings including any appeal against judgment consequent upon the same original cause, event or circumstance.

#### Child, Children

A person under 18 years of age at the time the Policy is purchased.

#### Chubb

Chubb European Group SE

#### **Chubb Assistance**

- 1. The telephone advice, information and counselling services; and/or
- 2. the travel assistance and emergency medical and repatriation services; arranged by **Chubb**.

#### Claim, Claims

Single loss or a series of losses **Due To** one cause covered by this Policy.

#### **Close Business Colleague**

Someone who **You** work with in Hungary and who has to be in work in order for **You** to be able to go on or continue a **Trip**.

#### **Communicable Disease**

Means an illness or disease that may be transmitted directly or indirectly by one person to another due to a virus, bacteria or other microorganism.

#### Cruise

A sea or river voyage of more than 3 days in total duration, where transportation and accommodation is primarily on an ocean or river going passenger ship.

#### Curtail, Curtailed, Curtailment

Cut short/cutting short Your Trip.

#### **Doctor**

A doctor or specialist, registered or licensed to practise medicine under the laws of the country in which they practise who is neither:

- a Person Insured: or
- 2. a relative of the **Person Insured** making the **Claim**,

unless approved by Us.

#### **Due To**

Directly or indirectly caused by, arising or resulting from, or in connection with.

#### **Europe**

Albania, Andorra, Austria, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Canary Islands, Channel Islands, Croatia, Czech Republic, Denmark, Eire, Estonia, Finland, France, Germany, Gibraltar, Greece, Iceland, Isle of Man, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madeira, Mediterranean Islands (including Majorca, Menorca, Ibiza; Corsica; Sardinia; Sicily; Malta, Gozo; Crete, Rhodes and other Greek Islands; Cyprus), Moldova, Monaco, Netherlands, Norway, Poland, Portugal, Romania, Russian Federation (West of Urals), Serbia and Montenegro, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, Ukraine, the United Kingdom.

#### Excess

The amount stated in the Table of Benefits of any Claim which each Person Insured must pay for the Section of the Policy where it is applicable.

#### **Immediate Family Member**

**Your Partner** or fiancé(e) or the grandchild, child, brother, sister, parent, grandparent, step-brother, stepsister, step-

parent, parent-in-law, son- in-law, daughter-in-law, sister-in-law, brother-in-law, aunt, uncle, nephew, niece, of **You or Your Partner**, or anyone noted as next of kin on any legal document, all of whom must be resident in Hungary, and not any **Person Insured**.

#### **Insured Adult**

A person named in the Certificate of Insurance between the ages of 18 and 64 (inclusive).

#### **Legal Expenses**

- 1. Fees, expenses, costs/expenses of expert witnesses and other disbursements reasonably incurred by the Legal Representatives in pursuing a Claim or legal proceedings for damages and/or compensation against a third party who has caused any Persons Insured Accidental bodily injury or illness or in appealing or resisting an appeal against the judgment of a Court, tribunal or arbitrator.
- Costs for which You are legally liable following an award of costs by any court or tribunal or an out of Court settlement made in connection with any Claim or legal proceedings.

#### **Legal Representatives**

The solicitor, firm of solicitors, lawyer, advocate or other appropriately qualified person, firm or company appointed to act on **Your** behalf.

#### Loss, Lost, Losses

#### Your Personal Property, Money,

Business Equipment passport and/or driving licence that are covered under this Policy:

- have been accidentally or unintentionally left in a location and they have then disappeared; or
- are in a known location, but **You** are not reasonably able to retrieve them: or
- 3. have disappeared and **You** are not sure how it has happened

#### **Loss of Limb**

Amputation or total and permanent loss of use of one or more hands at or above the wrist or of one or more feet above the ankle (talo-tibial joint).

#### Loss of Sight

In both eyes:

Permanent blindness, which based on medical evidence **You** will never recover from, and which results in **Your** name being added (on the authority of a qualified ophthalmic specialist) to the Register of Blind Persons maintained by the government.

#### 2. In one eye:

Permanent blindness, which based on medical evidence **You** will never recover from, in an eye to the degree that, after correction using spectacles, lenses or surgery, objects that should be clear from 60 feet away can only be seen from 3 feet away or less.

#### Mobility Aid, Mobility Aids

Any crutch, walking stick, walking frame, wheeled walking frame, walking trolley, evacuation chair, wheelchair, powered wheelchair or mobility scooter constructed specifically to aid persons suffering from restricted mobility but excluding any golf buggy or golf trolley.

#### Money

Coins, banknotes, traveller's cheques, postal or money orders, travel tickets, pre-paid vouchers, non-refundable pre-paid entry tickets and debit, credit, payment, prepayment and/or charge cards.

#### Parent or Legal Guardian

A person with parental responsibility, or a legal guardian, both being in accordance with Act V of 2013 on the Hungarian Civil Code and any statutory amendment modification or re-enactment of it.

#### **Partner**

**Your** spouse or civil partner (registered pursuant to the Civil Partnership Act) or someone of either sex with whom **You** have been living for at least three months as though they were **Your** spouse or civil partner.

#### **Period of Insurance**

Period of cover commencing at 00.01 or any later time the Certificate of Insurance is issued and ending on the date shown on **Your** Certificate of Insurance.

#### **Permanent Disability**

Any form of functional disability which has lasted for at least 12 months and from which, based on medical evidence, **You** will never recover.

#### **Permanent Total Disablement**

- If You were in gainful employment at the date of the Accident:
  - A **Permanent Disability** which stops **You** from carrying out gainful employment for which **You** are fitted by way of training, education or experience; or
- If You were not in gainful employment at the date of the Accident:

A form of **Permanent Disability** calculated on a medical assessment by **Us** or an independent medical expert appointed by **Us**, which results in **Your** inability to perform, without assistance from another person, at least 2 of the following activities of daily living:

- eating;
- getting in and out of bed;
- dressing and undressing;
- toileting; or
- walking 200 metres on level ground

#### **Personal Property**

- Any suitcase, trunk or container of a similar kind and its contents;
- 2. any Mobility Aid;
- 3. Valuables,
- any other article worn or carried by You; that is not otherwise excluded and which is either owned by You or for which You are legally responsible.

#### **Public Transport**

Any air, land or water vehicle operated under licence for the transportation of farepaying passengers and which runs to a scheduled published timetable.

#### **Repair and Replacement Costs**

The cost of repairing partially damaged property, or, if property is totally **Lost** or destroyed or uneconomical to repair, the cost of replacing property as new less a deduction for wear, tear or depreciation. (Note: **We** will pay a reasonable proportion of the total value of a set or pair to repair or replace an item that is part of a set or pair).

#### Travelling Companion(s)

Someone **You** have arranged to go on **Trip** with and who it would be unreasonable to expect **You** to travel or continue **Your Trip** without.

#### **Trip**

A journey **Abroad** involving pre-booked travel or accommodation

#### Unattended

Where **You** are not in full view of or in a position to prevent unauthorised taking or interference with **Your Personal Property, Business Equipment, Personal Money** or vehicle.

#### **Valuables**

Cameras and other photographic equipment, telescopes and binoculars, audio/video equipment (including radios, iPods, mp3and mp4 players, camcorders, DVD, video, televisions, and other similar audio and video equipment), mobile phones, satellite navigation equipment, computers and computer equipment (including PDAs, personal organisers, laptops, notebooks, netbooks, iPads, tablets and the like), computer games equipment (including consoles, games and peripherals) jewellery, watches, furs, precious and semiprecious stones and articles made of or containing gold, silver or other precious metals.

#### War

Armed conflict between nations, invasion, act of foreign enemy, civil war or taking power by organised or military force.

#### We, Us, Our, Ourselves

Chubb European Group SE, and **Our** Hungarian Branch Office.

#### You, Your, Person(s) Insured

All persons named in the Certificate of Insurance within the **Age Limit** being resident in Hungary. Each person is separately insured with the exception of any **Child** unless travelling with an **Insured Adult**.

#### **Data Protection**

With signing the **Contract You** accept that **We** will **Use Your** given data according to the following.

Chubb European Group SE (hereafter "We, Us, Our" [Chubb European Group SE (governed by the provisions of the French insurance code with registration number 450 327 374 RCS Nanterre, kept by Commercial Court of Nanterre, and the following registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France.) carries out its insurance activity in Hungary through the Hungarian Branch of Chubb European Group SE (registered seat: 1054 Budapest, Szabadság tér 7., Hungary; registered in Hungary by the Court of Registration of the Metropolitan Court of Budapest under registration no Cg. 01-17-000467. Email:

ugyfelszolgalat@chubb.com.; Tel: (+36 1)
487-4087 web: www.chubb.com/hu)]) is the
data controller (as defined in Act CXII of
2011 on the Right of Informational SelfDetermination and on Freedom of
Information – hereafter: "Info Act") and
We accept fully Our responsibility to
protect the privacy of customers and the
confidentiality and security of Personal
Information entrusted to Us.

In this notice, where **We** refer to Personal Information, this means any information that identifies an individual and includes any sensitive Personal Information (e.g. information about health or medical condition(s)).

Where **We** refer to **You'** or **Your'** Personal Information, this will include any information that identifies another person whose information **You** have provided to **Us** (as **We** will assume that they have appointed **You** to act for them). **You** agree to receive on their behalf any data protection notices from **Us**.

### Using your Data

We use personal information which You supply to Us in order to write and administer this Policy, including any claims arising from it.

This information will include basic contact details such as **Your** name, address, and policy number, but may also include more detailed information about **You** (for example, **Your** age, health, details of assets,

claims history) where this is relevant to the risk **We** are insuring, services **We** are providing or to a claim **You** are reporting.

We are part of a global group, and Your personal information may be shared with Our group companies in other countries as required to provide coverage under Your policy or to store Your information. We also use a number of trusted service providers, who will also have access to Your personal information subject to Our instructions and control.

You have a number of rights in relation to Your personal information, including rights of access and, in certain circumstances, erasure. We use personal information which you supply to us for underwriting, policy administration, claims management and other insurance purposes, as further described in our Master Privacy Policy.

This section represents a condensed explanation of how **We** use **Your** personal information. For more information, **We** strongly recommend **You** read **Our** user-friendly Master Privacy Policy, available here: <a href="https://www.chubb.com/hu-hu/footer/privacy-policy.html">https://www.chubb.com/hu-hu/footer/privacy-policy.html</a> **You** can ask **Us** for a paper copy of the Privacy Policy at any time, by contacting **Us** at dataprotectionoffice.europe@chubb.com.

#### **Passing Your Data**

We may also pass Your Personal Information to other insurers and regulatory and law enforcement bodies for the prevention of fraud, financial crime or where the law requires Us to do so. We will not share Your Personal Information which is sensitive personal data (as defined in the) unless **We** have either specific consent from You or Your nominated personal representative or We are allowed to do so by law. We note that pursuant to Section 136 of the Act LXXXVIII of 2014 on Insurance Activities (hereafter: "Hungarian Insurance Act") we can process Your health data only upon Your written consent. However, pursuant to Section 6 (2) of the Info Act, if You are unable to give Your consent due to the lack of legal capacity or for any other reason beyond Your control, the processing of Your personal data is allowed to the extent necessary and for the length of time such reasons persist, to protect Your vital interests or of another person, or in order to prevent or avert an imminent danger posing a threat to the lives, physical integrity or property of persons. Such case may be, for example, if You provide Your health data and/or the relevant consent verbally to enable the provision of the insurance service, or if we need to obtain the data from or share thereof with healthcare professionals for the purposes of the above and to the extent necessary

# Transferring Your data based on section 138-141. of the Hungarian Insurance Act

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

#### A)

- a) the Hungarian National Bank 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 concerning insurance secrets in connection with tax matters where the **Insurer** 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, other members of the group and providers of co-insurance, where applicable;
- l) the bureau of insurance policy records maintaining the central policy records with respect to data transmitted as governed by law, the claims records agency keeping accident and claims records, the traffic control authority in connection with road transport administrative actions relating to vehicles which are not listed in the motor vehicle registry, and the Közigazgatási és Elektronikus Közszolgáltatások Központi Hivatala (Central Office for Administrative and Electronic Public Services);
- 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 Center, 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 **Insurer** in respect of the bonusmalus 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:
- t) the agricultural damage survey body, the agricultural administration body, the agricultural damage compensation body, and the institution delegated to conduct economic assessments under the supervision of the ministry directed by the minister in charge of the agricultural sector in respect of insured persons claiming any aid for the payment of agricultural insurance premiums;

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 **Person Insured** or the description of the **Policy**, 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.]

#### B)

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 **Insurer** indicating the name of the **Person Insured** or the description of the insurance contract, the type of data requested and the purpose for requesting it.

#### C

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** (hereinafter referred to as "IACA") in accordance with Act XIX of 2014 on the Promulgation of the Agreement between the Government of Hungary and the Government of the United States of America to Improve International Tax Compliance and to Implement FATCA, and on the Amendment of Certain Related Acts (hereinafter referred to as "FATCA Act") shall not be construed as violation of insurance secrets. The disclosure made by the **Insurer** to the tax authority in compliance with the obligation prescribed in Section 43/H of the IACA, and under Sections 43/B and 43/C of the IACA in accordance with the FATCA Act shall not be construed as violation of insurance secrets.

#### D)

The **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

#### E)

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.

#### $\mathbf{F}$

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.

#### G)

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 fulfill 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 fulfill the written requests made by a foreign financial intelligence unit.

#### H)

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

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

#### T)

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

- a) the disclosure of data compilations from which the **Person Insured's** 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.

#### J)

In discharging the obligations delegated by law, or fulfilling their contractual commitments, in order to provide services in compliance with the relevant legislation or as contracted, and to prevent insurance fraud, the Insurer shall - in order to protect the interest of risk groups - have the right to make a request to another insurance company about the data managed by that company.

- a) the identification data of the policyholder, the **Person Insured** 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.

The **Insurer** 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 provided for. The request made according to above 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. The responsibility for ascertaining that the request is legitimate lies with the **Insurer**. The requested insurance company shall make available to the **Insurer** 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.

The **Insurer** 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 the Insurer through the request is necessary for the enforcement of that insurance company's lawful interest, the time limit for data processing shall be extended until the conclusion of the procedure opened for the enforcement of such claim.

If the data obtained by the **Insurer** through the request for the enforcement of that 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.

The **Insurer** shall inform the **Person Insured** affected by the request concerning the request made according to above and also if the request is satisfied, on the data to which it pertains, at least once during the period of insurance cover.

If the **Person Insured** asks for information regarding his data in accordance with the Info Act and the Insurer no longer has - having regard to Subsections (8)-(10) - the data to which the request pertains, the Insured Person shall be informed thereof.

If the **Insurer** is the requested insurance company, it is obliged to make available the requested data.

#### Your data protection related rights

We may transfer Your Personal
Information to countries outside the
European Economic Area (EEA, which
includes all the members of the European
Union, and Norway, Lichtenstein and
Iceland) which may not have the same level
of data protection as in Hungary, pursuant
to Section 8 of the Info Act. In practice it
means that the law of certain countries does
not contain the data protection provisions,
which are customary in the EEA countries.
But if We do, We will ensure appropriate
safeguards are put in place to protect Your
Personal Information.

The Insurer guards the security of customer data by the following means:

- Information may only be accessed by employees who need to know these data for the above mentioned purposes.
- The stored data may only be accessed through a computer protected by a password.

Information is only forwrded through secure channels or in a password protected document

If You ask Us, We will tell You what
Personal Information We hold about You
and provide it to You in accordance with
applicable law. Any Personal Information
which is found to be incorrect will be
corrected promptly. We may monitor
and/or record Your communication with
Us either Ourselves or using reputable
organisations selected by Us, to ensure
consistent servicing levels and account
operation. We will keep information about
You only for so long as it is appropriate.

If the processing of Your Personal Information falls under the Info Act, You have the right to request from **Us** (a) information on the processing of Your Personal Information, (b) correction of Your Personal Information or (c) the blocking or erasure of Your Personal Information save for Personal Information subject to mandatory data processing. We shall give information in writing, in a simple form, pursuant to Your request within the shortest amount of time from the submission of the request, but within 25 days. If We do not fulfil Your request concerning correction, blocking or erasure, then We shall communicate in writing or, with Your consent, electronically the factual and legal reasons of the rejection of the request concerning the correction,

blocking or erasure within 25 days from the receipt of the request. In cases defined in Section 21 of the Info Act You may object to the processing of Your Personal Information. We examine the objection within the shortest amount of time from the submission of the request, but maximum within 15 days, make a decision concerning its substantiation and notify You on Our decision. When Your rights are breached, You may sue Us before court. The dispute pursuant to Your choice- can be initiated in front of the tribunal based on Your address or place of residence. When Your rights related to the Personal Information, You may also turn to the Hungarian Authority for Data Protection and Freedom of Information (Nemzeti Adatvédelmi és Információszabadság Hatóság, 1125 Budapest, Szilágyi Erzsébet fasor 22/C.; telephone: +36-1391-1400; telefax: +36-1-391-1410; email: ugyfelszolgalat@naih.hu) applying for an investigation. The detailed data protection rights and remedies are set out in the sub-chapters 13-17 and subchapter 30 of the Info Act.

For questions regarding **Your** Personal Information, please contact:

Tel: (+36 1) 487-4087

(Monday - Friday. On the first workday of the week 8.00-20.00, on the rest of the workdays 8.00-16.00)

Email: travel.hu@chubb.com

## Information on Distance selling and status of acting Intermediary

Information on the insurer

#### 1. The Insurer's information

Name: Chubb European Group SE

Seat and contact address: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France.

Court of registration: registration number 450 327 374 RCS Nanterre, kept by Commercial Court of Nanterre

Principal activity: non-life insurance

Supervisory authority: French Financial Supervisory Authority (Autorité de contrôle prudentiel et de résolution (ACPR) 4, Place de Budapest, CS 92459, 75436 PARIS CEDEX 09.

# Information of the Insurer's representative in Hungary

Name: Chubb European Group SE Magyarországi Fióktelepe

Seat and contact address: 1054 Budapest, Szabadság tér 7., Bank Center.

Court of registration: Fővárosi Törvényszék Cégbírósága, registration no.: Cg. 01 17 000467

Principal activity: non-life insurance

Supervisory authority: National Bank of Hungary (Magyar Nemzeti Bank (MNB); 1013 Budapest, Krisztina krt. 39.)

Registration no. at MNB: 22384407

web:www.chubb.com/hu

customer service email:ugyfelszolgalat@chubb.com

customer service telephone:+36 1 487-4087

Complaints handling procedures are detailed on 39 page of this Policy

# 2. Information of the insurance intermediary

Name: WIZZ Air Hungary Kft.

Seat and contact address: 1103 Budapest, Kőér utca 2/A. B. ép. II-V

Court of registration: Fővárosi Törvényszék Cégbírósága, registration no.: Cg. 01-09-964332 Principal activity: passenger air transport

Intermediary status: Exempted ancillary insurance intermediary as per subsection (1) of section 368 of the Insurance Act

#### Information on the service

- The Policy Wording includes the main characteristic of the distance contract's subject-matter.
- The Policy Wording includes the information about the remuneration, including any other payment obligation related to the service.
- 3. The Policy Wording and the domestic law in force include all the payment obligation of the **Person Insured** beyond the insurance fee.
- 4. The Policy Wording includes the terms of the payment and performance.
- The Insurer does not charge the Person Insured for using distance communication.

#### Information on the Policy

#### 1. Cancelling the Policy

According to the law the **Person Insured** is entitled to cancel the Policy without any reason with an immediate effect within 14 days after concluding the Policy. This does not affect the cancellation rights of the **Person Insured** ensured in the Policy Wording.

Special cases of the cancelling:

- (a) If the Person Insured receive the Policy Wording or the present Distance Selling Information Report (hereinafter jointly: "Information Report") only after concluding the Policy, the Person Insured is entitled to cancel the Policy from concluding the Policy until the 14th day after receiving the Information Report.
- (b) If the Insurer has not provided any information for the Person Insured, the Person Insured is entitled to cancel the Policy from concluding the Policy until the 14th day after receiving the Information Report, but latest within a one-year limitation period after concluding the Policy.
- (c) If the Insurer has not provided an adequate information for the Person Insured, the Person Insured is

entitled to cancel the Policy from concluding the Policy until the 14th day after receiving all the information in accordance with the distance selling act, but latest within a three-month limitation period after concluding the Policy.

(d) If the **Insurer** has not provided any information for the Person Insured about the cancelling rights under law, or about that the **Person Insured** is not entitled for this cancelling right, terms, about methods and legal consequences of practicing the cancelling rights, moreover about the address (electronic mail address or fax number) to which the **Person Insured** must send the cancelling declaration, the **Person Insured** is entitled to cancel the Policy from concluding the Policy until the 14th day after receiving all the information in accordance with the distance selling act, but latest within a three-month limitation period after concluding the Policy.

The **Insurer** consider that the **Person Insured** made use of its cancelling right in time, if the **Person Insured** send his/her cancelling declaration within the above periods to the post address of the **Insurer** with a justification (Chubb European Group SE Magyarországi Fióktelepe, 1054 Budapest, Szabadság tér 7., Bank Center.), or by fax (+36 1 487 4081) or by email (travel.hu@chubb.com) to the **Insurer**.

The **Person Insured** is not entitled to cancel the **Policy** in the following cases:

- (a) in case of travel and baggage insurances as well as similar shortterm insurances, provided that the period of such insurances does not exceed 1 month;
- (b) after the full performance of the Policy by both parties, if the **Person Insured** expressly requested the performance.

Before the time limit for the cancelling expires, the **Insurer** is entitled to perform only with the **Person Insured's** approval. The **Person Insured** acknowledges that with accepting the Policy Wording he/she expressly approves to perform at the time of conclusion.

If the **Person Insured** cancels the Policy, the **Insurer** can require a remuneration that is proportionate to the service actually provided by the **Insurer** in accordance with the Policy. The **Person Insured** may not

be required to pay more than proportionate the sum for the service actually provided by the insurer in accordance with the Policy to the full payment obligation in accordance with the Policy, and may not be required to pay an amount that deemed to be a sanction. The **Person Insured** may be required to pay for the services related to the Policy's conclusion a proportionate sum to the other services covered by the Policy, and actually provided by the **Insurer**, which are the subject of the Policy. (Hereinafter the sum defined in this section: "**Proportionate Amount**")

The **Proportionate Amount** can be requested only if the **Insurer** justifies that the **Insurer** provided all the information about the cancelling rights for the **Person Insured**. If the time limit for cancelling was extended, the insurer cannot require the remuneration for the services performed during the extended period, so until the Insured Person receives all the information in accordance with the law.

If the **Insurer** started to perform before the cancelling period expires without the approval of the consumer, the consumer cannot be requested to pay the **Proportionate Amount**.

The amount paid by the **Person Insured** must be remunerate (except the **Proportionate Amount**) immediately, but latest within 30 days after receiving the cancelling declaration.

The **Person Insured** is obliged to remunerate the sum paid by the insurer immediately, but latest within 30 days after sending the cancelling declaration

#### 2. Other provisions

The Policy Wording includes the information about the shortest period of the Policy.

The Policy Wording, the present information report and the domestic law in force include the information about the unilateral termination of the Policy.

The Hungarian law is applicable for the parties' obligation to cooperate and communicate before the conclusion. The previous communication goes in Hungarian. The Policy can be concluded only in Hungarian. During the **Period of Insurance** the **Insurer** contact the **Person Insured** in Hungarian.

# Information on the dispute resolution proceedings

- 1. The Policy Wording includes the information for the disputes resolution in judicial or unjudicial proceedings.
- 2. No Guarantee Fund is available in relation with the Policy.

If **You** have any questions related to the Policy, **You** can access to the **Insurer's** helpdesk on the following contacts: address: 1054 Budapest, Szabadság tér 7., Bank Center,.;

tel.: +36 1 487 4087

(Monday - Friday. On the first workday of the week 8.00-20.00, on the rest of the workdays 8.00-16.00)

email: travel.hu@chubb.com

#### Contact Us

Chubb European Group SE, Hungary Branch Office,.

1054 Budapest, Szabadság tér 7. Bank Center www.chubb.com/hu

#### **About Chubb**

The new Chubb is the world's largest publicly traded property and casualty insurer. With operations in 54 countries, Chubb provides commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to a diverse group of clients. The company is distinguished by its extensive product and service offerings, broad distribution capabilities, exceptional financial strength, underwriting excellence, superior claims handling expertise and local operations globally.

The insurance companies of Chubb serve multinational corporations, midsize and small businesses with property and casualty insurance and services; affluent and high net worth individuals with substantial assets to protect; individuals purchasing life, personal accident, supplemental health, home and car insurance and other specialty insurance coverage; companies and affinity groups providing or offering accident and health insurance programmes and life insurance to their employees or members; and insurers managing exposures with reinsurance coverage. Chubb's core operating insurance companies maintain financial strength ratings of AA from Standard & Poor's and A++ from A.M. Best. Chubb's parent company is listed on the New York Stock Exchange (NYSE: CB) and is a component of the S&P 500 index.

# Chubb. Insured.<sup>™</sup>

Chubb European Group SE is an undertaking governed by the provisions of the French insurance code with registration number 450 327 374 RCS Nanterre, kept by Commercial Court of Nanterre, and the following registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Chubb European Group SE has fully paid share capital of C896,176,662 and is supervised by the French Financial Supervisory Authority (Autorité de contrôle prudentiel et de résolution (ACPR) 4, Place de Budapest, CS 92459, 75436 PARIS CEDEX 09. Chubb European Group SE performs its activity in Hungary through Chubb European Group SE Magyarországi Fióktelepe with registration number 01-17-000467, kept by the Metropolitan Court as Court of Registry, and the following registered office: 1054 Budapest, Szabadság tér 7. The local supervisory authority is the Hungarian National Bank (1013 Budapest, Krisztina krt. 39.) Chubb European Group SE will release and publish its Annual Report on Solvency and Financial Status by 22 April each year.