

**This document is only informative, detailed information can be found in EUB2014-05BST insurance terms and conditions.**

**Insured:** any individual who is interested in avoiding financial loss arising from prepaid travel arrangements, meaning the person who has paid the price of certain travel services, hereinafter the Buyer. The insurance benefit may be paid out to the Buyer.

### **What is an Insured event?**

In respect of a **trip cancellation benefit**, the insured event shall be the Traveller's inability to travel during the period of the insurance coverage provided that this inability continues until the commencement of the travel service, as a result the Buyer is compelled to cancel the travel service and thus in turn becomes obliged to pay a cancellation penalty.

For the purposes of insurance coverage, the Traveller is deemed to have cancelled the trip if he/she cannot commence the travel service – which the insurance policy refers to – for any of the following reasons: If the booking was made for up to five persons including the Traveller, an insured event affecting any one Traveller shall be understood as an insured event for all other Travellers, as well (irrespective of their relationship):

- the Traveller's sudden illness / accident which had no precedence, as a result of which the Traveller justifiably received emergency medical care before cancelling the travel service,
- the Traveller's death
- illness or accident of the Traveller's close relative, life partner or spouse or the illness or accident of a close relative of a life partner or spouse who also qualifies as a Traveller under the contract concerned, which occurs suddenly, without any precedence, and as a result of which the person concerned justifiably received emergency medical care before the travel service is cancelled,
- death of a close relative, or the close relative of life partner or spouse within 60 days of the start of travel
- loss of or damage to the Traveller's property caused by fire, named perils, or third-party crime,
- the Traveller's passport and / or personal identity card, driving licence or the certificate of registration of the motor vehicle owned by the Traveller – if existence thereof is a condition for using the travel service – are misappropriated and cannot be replaced by the start of the trip, not even in an accelerated procedure,
- the Traveller's employment is involuntarily discontinued as a result of its termination by the Employer. The Insurance Company only undertakes to provide the insurance benefit if the Traveller's employment at the employer concerned had been concluded for an indeterminate period and for at least 30 hours of work per week, and it had existed without interruption for at least one year at the time of booking the trip. The date of the insured event is the date of termination by the employer; however, the Insurance Company undertakes to provide the benefit after submission of the employer's certificate issued on the last day at work, at the earliest,
- the Traveller's pregnancy if it is established after the date of commencement of the insurance coverage. If the pregnancy was already known at the commencement of the insurance coverage, then only those unexpected pregnancy complications shall be deemed as insured events as a result of which the given trip is medically contraindicated as evidenced by the medical specialist's written opinion.
- a matrimonial action brought by one of the spouses against the Traveller – or against the parent of a minor Traveller – during the period of coverage. The date of the insured event is the date of notification of the defendant by the court on such matrimonial action.
- if the Traveller fails at the maturity examination during the period of coverage, and the re-take examination would take place during the scheduled period of the trip or within one month afterwards,
- if the Traveller is summoned unexpectedly in writing to be heard as a witness by any authority or court during the coverage period, on the basis of which his/her personal appearance before such court or authority of competence would be due in the course of

the duration of the trip, and such authority or court does not accept the trip as a reason for non-appearance.

**In respect of “Trip interruption” benefits**, it shall be deemed as an insured event if the Traveller is required to interrupt his/her travel for any of the reasons below and to return to the territory of the country of permanent residence at least one day earlier than the date scheduled (but before the last day of the coverage period referring to the trip interruption benefit at the latest):

- illness or accident suffered by the Traveller or by a close relative also qualified as a Traveller under this policy, occurring unexpectedly, without antecedents, whereby he/she has been subjected to justified emergency medical care abroad prior to the trip interruption and by reason of which he/she is required to be repatriated to continue such medical care as medically documented,
- death of the Traveller
- death of a Traveller’s close relative, or of the life partner’s or spouse’s close relative during the coverage period,
- a close relative or life companion of the Traveller, or a close relative of the spouse or life companion of another person also qualified as a traveller under the policy concerned is put to a state of life danger during the coverage period as medically documented,
- loss of or damage to the Traveller’s property caused by fire, named perils, or third-party crime,

## What are the Insurance Benefits?

Under the insurance policy, the insurance company undertakes to pay the insurance benefits set out in the Benefit Table if an insured event occurs and is notified, and the legal basis for the benefit payout is verified.

### Benefit Table

Insurance Benefits (HUF) - Insurance Product:	Trip Cancellation and Trip Interruption Insurance
<b>a) maximum insured prepaid travel expenses for any one booking and insured event:</b>	<b>1 000 000</b>
<b>b) of which the maximum insured prepaid travel expenses for any one traveller:</b>	<b>200 000</b>
<b><u>c) deductibles payable by the Buyer as a percentage of the benefit payable by the insurance company:</u></b>	<b>20%</b>

## What are the rules of notification of an insured event, how to submit an insurance claim, obligations to cooperate and disclose information

Notification of an insured event

**The Insurance Company only undertakes to provide benefits if the travel service is cancelled with the tour operator promptly after the occurrence of the insured event or on the first working day following the date of occurrence, and the event indicated as the reason for cancellation is reported to EUB-Assistance (the assistance service of the Insurance Company, available 24 hours a day over the phone at: +36 1 465 3666) promptly - or within 12 hours of occurrence thereof as a maximum - by supplying the following data (in the event that both the traveller and the insured are in life danger or are hospitalized, then such notification shall be made after life danger is eliminated or hospital care is completed):**

- date of the travel service canceled, name and address of the travel service provider,
- the name and address of the contracting party to the travel contract,
- name(s) of the traveller(s) cancelled,

- specific reason for the cancellation or interruption of the trip,
- **if the trip cancellation or trip interruption is due to the illness or accident of a person**, then the name, address and telephone number of the patient or victim of the accident - where he/she can be contacted at any time within 5 days of making the report –, and the name and contact data of the healthcare service provider (e.g. physician, hospital),
- policy number of the trip cancellation insurance policy.
- the name, address and telephone number of the person notifying the event.

#### **Submitting an insurance claim**

When submitting a claim for benefits, the Buyer shall be obliged to forward the documents set out below to the Insurance Company as soon as they are available following notification of the event. The Insurance Company only undertakes benefit payment following receipt of all the documents required.

**The Insurance Company shall not be required to pay benefits in the event that material circumstances relating to the obligation of the Insurance Company are impossible to ascertain as follows by reason of the Policyholder's or the Buyer's conduct:**

- he/she fails to notify the occurrence of an insured event as above;
- he/she fails to provide information as required for assessing the claim for benefits and for providing the benefit; fails to cooperate in obtaining the information required; and fails to allow for checking the content of the information provided,
- in the notification, the content of the statements made differ from those in the official documents and from other information available for the Insurance Company,
- he/she discloses false information to the Insurance Company.

If the statements made by the Policyholder or the Buyer to the Insurance Company unreasonably differ from each other or the reasonable or factual justification for such derogation is not evidenced, the Insurance Company shall accept the earlier statement as true and correct.

## **What documents are required for the Payment of Insurance Benefits?**

**The obligation to submit documents to the Insurance Company shall lie with the Policyholder or the Buyer (hereinafter: customer).**

**When submitting an insurance claim, the documents listed below shall also be submitted:**

- a truthfully and accurately completed **insurance claim form** supplied by the Insurance Company and signed by the Buyer or his/her representative,
- the travel contract as well as the document which confirms the booking of the travel service issued by the tour operator, including the type and date of the travel service, as well as the names of travellers involved,
- the invoice on the price of the travel service booked, and the certificate or bank account statement to evidence that the Buyer has paid the price of the travel service and the insurance premium for trip cancellation to the tour operator or to the travel agency,
- the tour operator's invoice on the costs of the travel service cancellation (cancellation penalty), including the date of the service unused, the identification data of cancelled Travellers and services, the amount of the cancellation penalty, and the date of cancellation,
- a certificate issued by the company providing the insured travel services (e.g.: the travel agency for a package holiday, the airlines for an airplane ticket) confirming the date when the service was cancelled, and the name of the persons who did not receive the service, or - in the event of a partial cancellation - the parts of the services not received and the persons who did not receive it; as well as the refund proportion of each of the services concerned, also specifying the amount of charges which may not be refunded.
- a written notice of cancellation regarding the travel service, submitted to the tour operator by the customer,
- an intact and complete voucher and / or flight ticket issued by the tour operator with respect to the service unused,

- a copy of the GP's log record printouts; medical findings issued by specialists, hospital discharge reports, including at least the following data:
  - examinations performed, diagnosis and proposed treatment,
  - in the event of a chronic disease: in what respect the symptoms detected differ from the patient's previous state; when the person concerned consulted a physician in connection with the given disease within one year before the booking was completed, with what complaints and what treatment was received by him/her (complete documentation of medical care, copy of medical log and test findings),
  - as at the time of medical examination, when the patient's medical condition is expected to improve to such a level that he/she will be able to travel from the medical point of view,
  - medical log number or case number, or in case of computerized data recording, a printout of treatment-related data,
  - date, the physician's seal number and workplace identifier,
- in the case of specialist care, the statement of settlement; in case of private medical care, the medical bill of the treatment received, and the certificate of payment.
- the death certificate,
- in the event of the Buyer's death, the final grant of probate, or an abstracted copy or official copy thereof which clearly identifies the heir(s) and the notary's data, and/or the certificate of inheritance,
- in the case of loss or damage to the Traveller's property, the police, fire service, and/or insurance certificate to record the occurrence and extent of such loss or damage and the circumstances of the insured event,
- in the case of a traffic accident, a copy of the police report on the accident,
- if the trip needs to be canceled due to the illness or accident of a person, then the statement by the person concerned or by a relative entitled thereto on the exemption of attending physicians and health care institutions providing treatment from their obligation of confidentiality in respect of the data required for assessment of the claim for insurance benefits,
- if documents are stolen, a copy of the police report,
- if the employment is terminated: a copy of the Traveller's personal identity card, a copy of the employment contract, a copy of the official certificate of employment issued by the employer on the last day at work, a copy of the document of employment termination (reasoned termination by the employer or the data sheet of the Insurance Company for this purpose, fully completed and signed by the employer, as well).
- in the event of a failed maturity examination, official certification by the competent educational institution on the date of such failed examination and possible re-take examination dates,
- in the event of summons for witness by court or authority, a copy of the process thereof, as well as certification of the fact that no absence was granted by such court or authority in view of the trip,
- in case of a claim related to a matrimonial case, copies of the official documents expressly supporting the fact and the date thereof.
- to certify preventive treatments required in respect of the destination: vaccination booklet, a copy of the invoice or bill evidencing that the medicine has been purchased.

## **In which cases when the Insurance Company is Relieved of Payment of Insurance Benefits?**

The Insurance Company shall be relieved of its obligation to provide insurance benefits if the Insurance Company proves that the insured event was caused unlawfully, by deliberate conduct or in gross negligence:

- by the Policyholder, or the Buyer, or any relatives thereof living in the same household with them, by any company member authorized for business management, or by any of their executive officers, or employees holding an executive position,
- by the Policyholder or the Buyer failing to comply with their obligation to prevent and/or mitigate loss and damage.

Cases of gross negligence shall include the following:

- the insured event is caused by a pathological addiction or any over dosage of medication, alcohol or drugs,
- alcohol intoxication at the time when the insured event occurred,
- the Passenger's recreational drug use or abuse of narcotic substances or medical drugs, unless they were prescribed by a physician, and were taken in the recommended manner,
- driving a motor vehicle which did not have a valid certificate of registration, or driving a motor vehicle which the driver of such vehicle did not have a valid driving license for,
- events which have occurred in relation to a failure to comply with the rules applicable to the particular activity, issued by the authorities with competence at the place of the activity or by the operator of the given facilities; or in the case of work or sports activities, failure to observe the rules and the health and safety requirements applicable to the activity.

## **Which events are excluded from the Insurance Coverage?**

The insurance does not cover events caused in whole or in part by:

- mental abnormality,
- ionizing radiation,
- nuclear energy,
- war, combat operations, hostile actions of foreign forces, civil disorders, coup d'état or attempted coup d'état, riots, civil war, revolution, rebellion, demonstration, procession, labor acts, terrorist acts, work misbehavior, border conflicts, insurrection,
- suicide or attempted suicide,
- pathological addiction or any over dosage of medication, alcohol or drugs, or withdrawal of these
- use of any weapon,
- alcohol intoxication,
- recreational drug use or the abuse of narcotic substances or medical drugs, unless they were prescribed by a physician, and were taken in the recommended manner.

For the purposes of these insurance conditions, terrorism shall in particular mean unlawful acts involving violence or the threat of violence which endanger human life, tangible or intangible assets or the infrastructure in support of political, religious, ideological, ethnic purposes or which are intended to influence any government or to create fear and terror in the whole or a part of society, or which are suitable for the above.

Furthermore, the insurance does not cover:

- any amount of duties ("tax") or elective programs, unless – pursuant to the travel contract – this amount may not be reimbursed in the event of cancellation and this fact was taken into consideration at the time of calculating the insurance premium,
- consequential and non-material loss or damage.

If the insurance policy is concluded without medical underwriting (medical history statement or medical tests), the insurance shall not cover diseases or accidents which:

- are in part or in whole caused by any medical condition (e.g.: disease, complaint, symptom) which existed prior to the inception date of the insurance policy or the booking of the travel

service in the case of trip cancellation, and prior to the commencement of the insurance coverage in case of a trip interruption,

- are treated by a physician within one year prior to the commencement of the insurance cover or the conclusion of the travel contract, or such medical treatment would have been medically required irrespective of the date of diagnosing such disease in respect of the person by reason of whom the trip is cancelled or interrupted,
- are in connection with any permanent impairment of the Traveller that had been diagnosed prior to insurance coverage.

Furthermore, the insurance does not cover any inability to travel due to:

- psychiatric and psychological disorders,
- control tests, post- or follow-up treatment,
- diseases or accidents on account of which any of the following types of treatment were only applied: physiotherapy treatment, acupuncture, therapeutical gymnastics or natural healing. Exceptions therefrom include cases when any of the treatments above were applied on the basis of prior medical examination, to the physician's indication.
- sexually transmitted diseases, acquired immunodeficiency syndrome (e.g. AIDS), or related illnesses,
- pregnancy or usual pregnancy symptoms, childbirth, except for the case set out in Insured Event The insurance does not cover trip cancellation or trip interruption in connection with pregnancy or childbirth, not even in case of complications in pregnancy, provided that the date of commencement of insurance coverage is after the 27th week of pregnancy. Furthermore, the insurance does not cover cases when using the service concerned would have been contraindicated even in respect of an undisturbed pregnancy, and the service was booked in the knowledge of such pregnancy,
- termination of employment, provided that:
  - employment is with an employer against which bankruptcy or final dissolution proceedings were in progress at the date of commencement of insurance coverage, or liquidation proceedings were instituted against such employer, on the basis of which liquidation was actually ordered,
  - the party exercising the employer's powers is a close relative of the Buyer or the Traveller or if the Buyer or the Traveller has a majority control over such employer as set out in Section 8:2 of the Hungarian Civil Code,
  - the employment is terminated any time during the probationary period,
  - employment is terminated by the employer for cause, in relation to old age retirement or disability,
  - the Traveller was aware of it even before the commencement of the insurance coverage.

Furthermore, the insurance does not cover cases when the competent authority refuses to grant permission to enter any of the countries included in the trip, or fails to issue such permission by the time of the planned commencement of the travel service, or the Traveller does not have the personal documents required for such travel or they are invalid.

The insurance does not cover costs incurred in relation to actions taken to prevent loss or damage.

The insurance does not pay out on damage or loss which is the result of the Traveller's failure to comply with his/her duty to prevent and mitigate loss within the meaning of the above.