



# GDPR GENERAL DATA PROTECTION REGULATION LIABILITY INSURANCE

## TERMS AND CONDITIONS

003-2018

**COLONNADE**   
A FAIRFAX COMPANY

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<b>GDPR General Data Protection Regulation Liability schedule/policy for Policy number:</b>		
<b>1. Policyholder:</b>		
1.1 Tax number:		
1.2. Activity:		
1.3. Turnover:		
1.4. Insured:		
<b>2. Policyholder's main address:</b>		
<b>3. Inception date:</b>	Earliest the day after the receipt of signed quote accepted by the Insurer (0:00)	
<b>4. Policy period:</b>	1 year from the inception date (0:00), indefinite period with annual automatic renewal	
<b>5. Limit of Liability:</b>	<b>Limit of Liability for the Policy period in respect of all Insured's Claims and coverages (A,B,C)</b>	<b>HUF / Claim and in aggregate</b>
	<b>Sublimits:</b>	
	<b>A1) Loss of Personal Information</b>	100% of Limit of Liability
	<b>A2) Loss of Corporate Information</b>	100% of Limit of Liability
	<b>A3) Outsourcing</b>	100% of Limit of Liability
	<b>A4) Network Security</b>	100% of Limit of Liability
	<b>B1) Data Administrative Investigation</b>	25% of Limit of Liability
	<b>B2) Data Administrative Fines</b>	25% of Limit of Liability
	<b>C1) Notification Costs</b>	25% of Limit of Liability
<b>6. Retention:</b>	10%, min.	HUF
<b>7. Annual premium:</b>		HUF
<b>Premium payment:</b>	Annual	
<b>8. Retroactive Date:</b>	Inception date	
<b>9. Endorsements:</b>	None	
<b>10. Terms and conditions:</b>	Colonnade Insurance S.A. Branch Office in Hungary GDPR General Data Protection Regulation Liability Insurance terms and conditions 003-2018	
<b>Territory:</b>	European Union	
<b>Insurer:</b>	Colonnade Insurance S.A. Branch Office in Hungary 1139 Budapest, Váci út 99. www.colonnade.hu	
<b>Claim notification:</b>	vagyonkar@colonnade.hu	
<b>Subjectivity of Insurance commencement:</b>	Signed quote and declarations accepted by the Insurer	

Budapest,

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Colonnade Insurance S.A.  
Magyarországi Fióktelepe

## Coverage

In consideration of the payment of the annual premium and subject to all of the provisions of this policy the **Insurer** and the **Policyholder** agree as follows:

Cover under this policy is written specifically on a primary basis and applies only to acts, errors or omissions of an **Insured** committed or events happened after the **Retroactive Date**.

All **Claims, Qualifying Breaches of Data Security**, breaches of **Data Protection Legislation** must occur or be notified within the **Policy Period** and be notified to the **Insurer** in accordance with the conditions of this policy.

### A. DATA LIABILITY

#### A1) Loss of Personal Information

The **Insurer** will pay to or on behalf of any **Insured** all **Damages** and **Defence Costs** which arise out of a **Claim** by a **Data Subject** against the **Insured** in respect of an actual or alleged **Qualifying Breach of Personal Information**.

#### A2) Loss of Corporate Information

The **Insurer** will pay to or on behalf of any **Insured** all **Damages** and **Defence Costs** which arise out of a **Claim** by a **Third Party** against the **Insured** in respect of an actual or alleged **Qualifying Breach of Corporate Information**.

#### A3) Outsourcing

The **Insurer** will pay to or on behalf of any **Company** all **Damages** and **Defence Costs** which arise out of a **Claim** by a **Third Party** against an **Outsourcer** (where the **Company** has a contractual duty to indemnify) and which arises from any actual or alleged breach of duty by the **Outsourcer** with regards to the processing of **Personal Information** and/or Corporate Information on behalf of the **Company** (for which the **Company** is liable).

#### A4) Network Security

The **Insurer** will pay to or on behalf of any **Insured** all **Damages** and **Defence Costs** which arise out of a **Claim** by a **Third Party** against the **Insured** which is caused by any act, error or omission by the **Insured** resulting in:

- (i) the introduction of any unauthorized software, computer code or virus to **Third Party Data** on the **Company's Computer System** which is specifically designed to disrupt the operation of or corrupt or damage any software or data recorded on the **Company's Computer System**;
- (ii) the denial of access to an authorised **Third Party** to its **Data**;
- (iii) the wrongful appropriation of a network access code from the **Company**;
- (iv) the destruction, modification, corruption, damage or deletion of **Third Party Data** stored on any **Computer System**;
- (v) loss of data arising out of the physical theft of the **Company's Assets** by a **Third Party**, or its physical loss; or
- (vi) the disclosure of **Third Party Data** by an employee of the **Company**.

### B. ADMINISTRATIVE OBLIGATIONS (Investigation costs and penalties)

#### B1) Data Administrative Investigation

The **Insurer** will pay to or on behalf of any **Insured** all **Professional Fees** (not to exceed the Sublimit stated in item 5 of the Schedule) for legal advice and representation in connection with any Regulatory Investigation.

#### B2) Data Administrative Fines

The **Insurer** will pay to or on behalf of any **Insured** all **Data Administrative Fines** (not to exceed the Sublimit stated in item 5 of the Schedule) that the **Insured** is legally obligated to pay upon the conclusion of a Regulatory Investigation arising out of a breach of **Data Protection Legislation**.

## C. NOTIFICATION COSTS

### C1) Notification Costs

The **Insurer** will pay to or behalf of the **Insured** all **Professional Fees** (not to exceed the Sublimit stated in item 5 of the Schedule) in relation to the investigation, collation of information, preparation for and notification to **Data Subjects** and/or any relevant **Regulator** of any alleged or actual **Qualifying Breach of Data Security** or breach of **Data Protection Legislation**, if the **Insured** is legally obligated to notify the **Data Subjects**.

## 1. DEFINITIONS

### 1.1. Asset

means any item or element of hardware, software or equipment that is or may be used for the purpose of creating, accessing, processing, protecting, monitoring, storing, retrieving, displaying or transmitting electronic Data of any type (including voice).

### 1.2. Breach Notice Law

means any **Data Protection Legislation** that creates a legal obligation to give notice in respect of an actual or potential breach.

### 1.3. Claim

means the receipt by or service upon the **Insured** of:

- (i) an **Enforcement Notice**;
- (ii) a written demand seeking a legal remedy;
- (iii) a demand or notification of civil, regulatory, administrative or criminal proceedings seeking legal remedy, compliance or other sanction; or
- (iv) a written demand by a **Regulator** in connection with a **Regulatory Investigation** (in respect of Insurance cover B (Administrative Obligations) only).

**Claim** shall not include any

- (i) **Data Subject Access Request**; or
- (ii) allegation brought by or on behalf of any director, partner, principal, chief compliance officer, **Data Protection Officer** or General Counsel of the **Company**.

### 1.4. Company

means the **Policyholder** and any other **Company** or **Subsidiary** named in section 1.4. of the schedule.

### 1.5. Computer System

means information technology and communications systems, networks, services and solutions (including all **Assets**) that either

- a) form part of the own systems and networks of the **Company**, or
- b) are used by the **Company** in relation to the provision of such services and solutions or which are provided to the **Company**'s exclusive and secure usage for the purpose of its business.

### 1.6. Corporate Information

means:

- (i) any confidential information, which is the exclusive intellectual property of a **Third Party** including but not limited to budgets, customer lists, marketing plans and other information the release of which would be advantageous to a competitor and which is otherwise not available to such competitors;

- (ii) any information which is confidential or which is subject to legal professional privilege to which a **Third Party** is entitled, including but not limited to any confidential information supplied to a solicitor, accountant or other professional advisor in the course of his or her professional duties, which is otherwise not in the public domain; or
- (iii) any information which is lawfully disclosed to the **Company** and which is lawfully received by the **Company** in circumstances which impose a legal obligation to keep the information confidential or which is provided to the **Company** pursuant to a written confidentiality agreement,

and which has been lawfully collected and maintained by or on behalf of the **Company**.

### 1.7. Damages

means:

- a) any amount that an **Insured** shall be legally liable to pay to a **Third Party** in respect of judgments or arbitral awards rendered against an **Insured**;
- b) monies payable by an **Insured** to a **Third Party** pursuant to a Settlement Agreement negotiated by the **Company** and which is approved by the **Insurer**,

pursuant to an act, error or omission on the part of an **Insured**.

**Damages** shall not mean and this policy shall not cover any:

- (i) non-compensatory **Damages**, including punitive, multiple, exemplary or liquidated **Damages**;
- (ii) fines or penalties not included in section B.2. of the coverage;
- (iii) the costs and expenses of complying with any order for, grant of or agreement to provide injunctive or other non-monetary relief;
- (iv) costs or other amounts that the **Insured** are responsible for under a merchant services agreement; or
- (v) discounts, service credits, rebates, price reductions, coupons, prizes, awards or other contractual or non-contractual incentives, promotions or inducements offered to the **Insured's** customers or clients.

### 1.8. Data Administrative Fines

means any fines and penalties which are adjudicated by a **Regulator** to be payable by an **Insured** for a breach of **Data Protection Legislation** (to the extent such are insurable by the relevant law).

**Data Administrative Fines** shall not include any other type of civil or criminal fines and penalties.

### 1.9. Data Protection Legislation

means:

- (i) the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and
- (ii) the Act CXII of 2011, on Informational Self-determination and Freedom of Information (Hungary) and any subsequent legislation that alters, repeals or replaces such Regulations and Acts and any and all other equivalent laws and regulations relating to the regulation and enforcement of Data protection and privacy in any country.

### 1.10. Data Protection Officer

means an employee who is designated by the **Company** as the person responsible to implement, monitor, supervise, report upon and disclose the **Company's** regulatory compliance standards with respect to data collection, data processing and delegation of data processing.

### 1.11. Data Subject

means any natural person whose **Personal Information** has been collected or processed by or on behalf of the **Company**.

#### 1.12. Data Subject Access Request

means a written request from a **Data Subject** to the **Company** regarding the mandatory production of:

- (i) **Personal Information** held which identifies such individual person;
- (ii) the reason such **Personal Information** has been collected or processed;
- (iii) the recipients or classes of recipients to whom such **Personal Information** has been or may be disclosed; and
- (iv) the source of such **Personal Information**.

#### 1.13. Defence Costs

means reasonable and necessary legal fees, costs and expenses which the **Insured** incurs, with the prior written consent of the **Insurer**, in relation to the investigation, response, defence, appeal and/or settlement of a **Claim** made against the **Insured**.

**Defence Costs** shall not mean any internal costs of the **Insured** (e.g., wages, salaries or other remuneration).

#### 1.14. Enforcement Notice

means a notice from a **Regulator** requiring the **Company** to:

- (i) confirm compliance with the applicable **Data Protection Legislation**;
- (ii) take specific measures to comply with the applicable **Data Protection Legislation**; or
- (iii) refrain from processing any specified **Personal Information** or **Third Party Data**; within a specified time period.

#### 1.15. Information Commissioner

means The Hungarian National Authority for Data Protection and Freedom of Information or any authority or position that replaces such a role under laws and regulations relating to the regulation and enforcement of Data protection and privacy and any equivalent authority or position in any other jurisdiction.

#### 1.16. Insured

means:

- (i) the **Company** specified in section 1.4. of the schedule;
- (ii) any natural person who is or has been a director, principal, partner or officer (including but not limited to any chief compliance officer, **Data Protection Officer** or General Counsel) of the **Company** to the extent such person is acting in such capacity;
- (iii) any employee of the **Company**; and

any estates or legal representatives of any **Insured** described in (ii) and (iii) of this Definition to the extent that a claim is brought against them in respect of an act, error or omission of such **Insured**.

#### 1.17. Insurer

Insurer means Colonnade Insurance S.A. Branch Office in Hungary (99. Váci út, Budapest, H-1139; Company registration number: Registry Court 01-17-000942; Phone number: +36 1 460 1400; Mailing address: 153 Pf., Budapest, H-1426, Hungary). Founder of Colonnade Insurance S.A. Branch Office in Hungary: Colonnade Insurance S.A. (1, Rue Jean Piret, L-2350 Luxembourg), registered by Registre de Commerce et des Sociétés, Luxembourg, register number: B 61605, licence issued by Grand-Duche de Luxembourg, Minister des Finances, Commissariat aux Assurances (L-1840 Luxembourg, Bureaux: 7, Boulevard Joseph II.) licence number: S 068/15.

#### 1.18. Limit of Liability

means the amount specified in item 5 of the Schedule.

#### 1.19. Loss

means: Damages, Defence Costs, Professional Fees, Data Administrative Fines

**Loss** shall not mean any compensation, internal or overhead expenses of any **Insured** or the cost of any **Insured's** time.

**1.20. Outsourcer**

means a natural person or entity which collects or processes Personal Information or **Corporate Information** on behalf of the **Company**, whether based on an express contractual agreement or under a legal requirement.

**1.21. Personal Information**

means any private information concerning a **Data Subject** which has been lawfully collected and maintained by or on behalf of the **Company**.

**1.22. Professional Fees**

means the reasonable and necessary fees, costs and expenses of experts engaged by the **Insured** in accordance with the terms of this policy and with the prior written consent of the **Insurer**.

**1.23. Policyholder**

means the entity specified as such in item 1 of the Schedule.

**1.24. Qualifying Breach of Corporate Information**

means the accidental or negligent disclosure of **Corporate Information** by an **Insured** for which the **Company** is responsible.

**1.25. Qualifying Breach of Data Security**

means the unauthorised access by a **Third Party** to the **Company's Computer System** or use or access of the **Company's Computer System** outside of the scope of the authority granted by the **Company**.

**1.26. Qualifying Breach of Personal Information**

means unauthorised disclosure or transmission by an **Insured** of Personal Information for which the **Company** is responsible as either a Data Processor or **Data Controller** as defined under any applicable **Data Protection Legislation**.

**1.27. Regulator**

means an **Information Commissioner** or statutory body established pursuant to **Data Protection Legislation** in any jurisdiction and which is authorised to enforce statutory obligations in relation to the processing or control of Personal Information (or where relevant, **Corporate Information**).

**1.28. Regulatory Investigation**

means any formal or official action, investigation, inquiry or audit by a **Regulator** against an **Insured** arising out of the use or alleged misuse of Personal Information or any aspects of the control or processing of **Personal Information** or delegation of **Data** processing to an **Outsourcer** which is regulated by **Data Protection Legislation**, but shall not include any industry-wide, non-firm specific, inquiry or action.

**1.29. Retention**

means the amounts specified as such in item 6 of the Schedule.

**1.30. Retroactive Date**

means the date specified as such in item 8 of the Schedule.

**1.31. Settlement Agreement**

means any agreement made by the **Company** (with the prior written consent of the **Insurer**) with a **Third Party**, in order to set aside permanently any potential actual litigious matter or disagreement between the **Insured** and a **Third Party**.

**1.32. Subsidiary**

means any entity in which the **Policyholder**, either directly or indirectly through one or more of its other entities:



- (i) controls the composition of the board of directors;
- (ii) controls more than half of the voting power; or
- (iii) holds more than half of the issued share or equity capital.

For any **Subsidiary** or any **Insured** thereof, cover under this policy shall only apply to a breach of **Data Protection Legislation** or an act, error, or omission resulting in a **Qualifying Breach of Data Security** committed while such entity is a **Subsidiary** of the **Policyholder**.

### 1.33. Third Party

means any natural person or entity who deals at arm's length with the **Insured** and which neither controls or is controlled by the **Insured** and which is not:

- (i) an **Insured** (except employees of the **Company** in their capacities of **Data Subjects**); or
- (ii) any other natural person or entity having a significant financial investment or executive role in the operation or management of the **Company**;
- (iii) any person or entity who can by virtue of any legal, equitable or commercial right or interest control or influence the board of directors or the management of the **Company** or which can be influenced or controlled by the **Company** in a similar manner.

### 1.34. Data

means:

- (i) **Corporate Information**;
- (ii) **Personal Information**;
- (iii) any other information of a commercial, business or operational nature belonging to a **Third Party**, and which is held by the **Company** under a contractual obligation between the **Company** and a **Third Party** in the course of provision of services.

## 2. EXCLUSIONS

The Insurer shall not be liable for Loss arising out of, based upon or attributable to:

### 2.1. Antitrust

any actual or alleged antitrust violation, restraint of trade or unfair competition.

### 2.2. Bodily Injury and Property Damage

any:

- (i) physical injury, sickness, disease or death; and if arising out of the foregoing, nervous shock, emotional distress, mental anguish or mental injury, other than mental anguish or mental injury arising from any breach of Data Protection Legislation by the Company; or
- (ii) Loss or destruction of tangible property, or Loss of use thereof, or the physical theft or Loss of the Company's Assets;

### 2.3. Contractual Liability

any guarantee, warranty, contractual term or liability assumed or accepted by an Insured under any contract or agreement (including but not limited to any service credits, rebates, price reductions, coupons, prizes, awards or other contractual or non-contractual incentives, promotions or inducements offered to the Insured's customers or clients) except to the extent such liability would have attached to the Insured in the absence of such contract or agreement;

### 2.4. Criminal Acts

any act, error or omission which a court, tribunal, arbitrator or Regulator finds, or which an Insured admits, to be a criminal, dishonest or fraudulent act.

The Insurer will continue to pay on behalf of an Insured Defence Costs under policy until a dishonest, criminal or fraudulent act, error or omission is found by a court, tribunal, arbitrator or Regulator to have been committed by an Insured.

Following such finding the Insurer shall be entitled to repayment of any amount paid to the Insured under this policy;

**2.5. Conduct**

any wilful disregard or non-compliance with a ruling, direction or injunction by a court, tribunal, arbitrator or a Regulator within the jurisdiction and/or deliberate commission, aiding, abetting or condoning of or conniving in:

- (i) a dishonest, malicious or fraudulent act; or
- (ii) a criminal breach of law or regulation,

if committed by the Company's directors, principals, partners, chief compliance officer, Data Protection Officer or General Counsel whether acting on their own or in collusion with others.

**2.6. Data Risk**

any Data which is materially different in quality, sensitivity or value from that which is disclosed in any proposal, information or representation made or provided to the Insurer prior to the inception date;

**2.7. Patents and know-how**

any infringement of patents and trade secrets or to Loss of rights to secure registration of patents due to an unauthorised disclosure.

This Exclusion 2.6 shall not apply to Insurance cover A.2 (Loss of Corporate Information) or D (MultiMedia Liability);

**2.8. Licensing Fees**

any actual or alleged obligation to make licensing fee or royalty payments, including but not limited to the amount or timeliness of such payments;

**2.9. Prior Claims and Circumstances**

any circumstance that, as of the inception date of this policy, may reasonably have been expected by any Insured to give rise to a Claim, or any Claim made or circumstance notified prior to or pending at the inception date of this policy;

**2.10. Securities Claims**

any actual or alleged violation of any law, regulation or rule (whether statutory or common law) relating to the ownership, purchase, sale or offer of, or solicitation of an offer to purchase or sell, securities;

**2.11. Strike / Terrorism / War**

strikes or similar labor action, war, invasion, act of foreign enemy, hostilities or warlike operations (whether declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any action taken to hinder or defend against these actions.

**2.12. Trading Losses**

any trading losses or trading liabilities; monetary value of any electronic fund transfers or transactions by or on behalf of the Insured which is lost, diminished or damaged during transfer from, into or between accounts; or the face value of coupons, price discounts, prizes, awards or any other valuable consideration given in excess of the total contracted or expected amount;

### 2.13. Unauthorised Trading

any actual or alleged trading by the Insured which at the time of the trade:

- (i) is in excess of permitted financial limits, or;
- (ii) is outside permitted product lines;

### 2.14. Unauthorised or unlawfully collected data

the unlawful or unauthorised collection by the Company of Third Party Data;

### 2.15. Uninsurable Loss

any matters which may be deemed uninsurable under the law governing this policy or the jurisdiction in which a Claim is brought or where any Insuring clause or Extension is triggered.

## 3. CLAIMS

### 3.1. Notification of Claims and Circumstances that may lead to a Claim

This policy affords cover solely with respect to:

- a) **Claims** which are first made against the **Insured** during the Policy Period; and
- b) **Qualifying Breaches of Data Security**, or breaches of **Data Protection Legislation** which occur during the **Policy Period**, and in all events which are reported by the **Insured** in writing to the **Insurer** as soon as practicable and in any case during the Policy Period.

### 3.2. Related Claims

If, during the Policy Period, any **Insured** becomes aware of any fact, circumstance, **Qualifying Breach of Data Security** or breach of **Data Protection Legislation** that an informed person operating within the same type of business as the **Company** would reasonably believe is likely to give rise at a later date to a **Claim**, the **Insured** shall promptly inform the **Insurer** about those circumstances. Such notification must be presented in chronological order and must detail the facts or matters which have or may give rise to a **Claim** which should include at a minimum the following information:

- the nature and circumstances of the facts;
- alleged, supposed or potential breach;
- date, time and place of the alleged, supposed or potential breach;
- the identity of the potential **Claimants** and all other potentially involved persons and/or entities;
- estimate of possible **Loss**;
- the potential media or regulatory consequences.

All notifications relating to **Claims**, circumstances, **Qualifying Breaches of Data Security** or breaches of **Data Protection Legislation** must be in writing and sent by e-mail, fax or post to:

Colonnade Insurance S.A. Branch Office in Hungary  
H-1426 Budapest, Pf. 153.  
Tel.: (36 1) 460 1400  
[vagyonkar@colonnade.hu](mailto:vagyonkar@colonnade.hu)

If notice of a **Claim**, circumstance, **Qualifying Breach of Data Security** or breach of **Data Protection Legislation**, is given to the **Insurer** pursuant to the terms and conditions of this policy, then:

- (i) any subsequent **Claim**, circumstance, **Qualifying Breach of Data Security** or breach of **Data Protection Legislation** alleging, arising out of, based upon or attributable to the facts alleged in that previously notified **Claim**, circumstance, **Qualifying Breach of Data Security**, breach of **Data Protection Legislation**; and
- (ii) any subsequent **Claim**, circumstance, **Qualifying Breach of Data Security**, breach of **Data Protection Legislation** alleging any **Loss** which is the same as or related to any **Loss** alleged in that previously notified **Claim**, circumstance,

**Qualifying Breach of Data Security, Data Protection Legislation**, shall be considered made against the **Insured** and reported to the **Insurer** at the time notice was first given.

Any **Claim**, circumstance, **Qualifying Breach of Data Security** or breach of **Data Protection Legislation** arising out of, based upon or attributable to:

- (i) the same cause; or
- (ii) a single **Loss**; or
- (iii) a series of continuous, repeated or related **Losses**;

shall be considered a single **Claim**, circumstance, **Qualifying Breach of Data Security** or breach of **Data Protection Legislation** for the purposes of this policy.

### 3.3. Documents required

In case of a **claim** the following documents shall be provided to the **Insurer** and payment of a Loss mutatis mutandis:

- Copy of the claim against the Insured or any document which points out that a claim will be requested against the Insured.
- Copy of the correspondence in relation to the claim.
- Summary in written form about the conduct or omission of the Insured that may lead or might have led to the damage or Loss; how and when the damage was discovered; when and in what amounts the damage or Loss may arise or has arisen.
- Written self-evaluation of the Insured about his/her liability.
- Copy of the documents or any correspondence about the agency of the Insured or the termination of it, the main areas of responsibility, the scope of activity, the orders and the settlement of fees.
- Certification of the conduct or omission that caused the damage, for example: disapproved activity, incorrect advice, documentation, data disclosure, contract or declaration, other disapproved legal transaction, certification of default in performance or other documents of conduct that led to the damage, documents of order performances, handovers, complaint, objections.
- Decisions, resolutions, reports and other documents of official investigation and other procedures carried out regarding the case (criminal procedure, tax authority, ethical, procedure of the bar, internal audit, procedure of the Board of Directors/Supervisory Board, auditor, procedure of the State Audit Office, civil procedure, liquidation procedure, enforcement proceeding, etc.).
- Declaration about arranging the legal defense without the involvement of the Insurer or not; if yes, who would be the legal representative.
- Documents certifying the amount of the claim: statements, registers, handover protocols, financial statements, balance sheets, extracts of the accountancy, expert opinions, invoices, asset valuation, credit payment and the preliminary documents, contracts, receipt of the installments, copy of the Land Registry documents, decisions of the authorities, protocols/reports.
- If a conduct or omission similar to the conduct or omission that led to the damage occurred previously, the relating documents and such documents or agreements that certify what results of what actions were taken in favor of mitigating certain losses/damages or similar losses or damages that may arise in the future.
- Documents concerning the actions taken by the claimant for the mitigation of damage, documents, accounts, certificates proving the result of these actions.

In case a certain document is not available to the **Insurer**, or the enclosed documents are in contradiction or may raise further issues that need clarification, the **Insurer** reserves the right to request other documents, information or means of proof that are not listed above.

The above list was prepared on the basis of the **Insurer's claim** experiences, the typical damages and claims. Therefore, in case an exceptional or untypical damage/claim will occur that can be evidenced only by enclosing additional or other documents/means of proof that vary from the above, the **Insurer** also reserves the right to request the aforementioned documents.

In such cases the **Insurer** undertakes to inform the insured/claimant or their representatives about the requested documents or means of proof within 8 days from the **claim** notification.

The **Insurer** will pay the justified **Claim** within 15 days to the claimant following the receipt of all evidencies required for the claim settlement.

### 3.4. Fraudulent Claims, the Insurer's right of recourse

If any **Insured** shall give any notice or **Claim** cover for any **Loss** under this policy knowing such notice or **Claim** to be false or fraudulent as regards amounts or otherwise, such **Loss** shall be excluded from cover under the policy.

If the **Insured** acts fraudulent and consequentially the **Insurer** adjusts a claim or makes any payment the Insurer has the right to seek recourse for sum already being paid by the **Insurer**.

The Insurer has the right to seek recourse for sum already being paid by the Insurer if it turns out that the Insured based on the terms and conditions of this policy would not have been entitled for such payments or for sum already being paid by the Insurer for any claim based upon or arising out of any deliberate or reckless Breach of Duty.

Reckless acts of the Insured are especially the following:

- the Insured's activity was made by the absence of licences, announcements or breach of other obligations specified in the laws;
- the absence of personal and material conditions listed in legislative provision or in other prescription;
- the loss was caused by the failure of provision and the provision was not done before the occurrence of the loss even though the Insured was warned by the Insurer or other natural person, legal person or subject without a legal entity in written form and the reasons mentioned in the letter were supposedly correct.

## 4. DEFENCE AND SETTLEMENT

### 4.1. Defence

The **Insurer** does not assume any duty to defend, and the **Insured** must defend and contest any **Claim** made against it unless the **Insurer**, in its sole and absolute discretion, elects in writing to take over and conduct the defence and settlement of any **Claim**. If the **Insurer** does not so elect, it shall be entitled, but not required, to participate fully in such defence and the negotiation of any settlement that involves or appears reasonably likely to involve the **Insurer**.

The **Insured** must render all reasonable assistance to the **Insurer** and take all reasonable measures to mitigate or avoid the **Loss** or to determine the **Insurer's** liability under the policy.

### 4.2. Insurer's Consent

As a condition precedent to cover under this policy, no **Insured** shall admit or assume any liability, enter into any settlement agreement, consent to any judgment, or incur any **Defence Costs** or **Professional Fees** without the prior written consent of the **Insurer**. Only those settlements, judgments and Defence Costs or **Professional Fees** consented to by the **Insurer**, and judgments resulting from **Claims** defended in accordance with this policy, shall be recoverable as **Loss** under this policy. The **Insurer's** consent shall not be unreasonably withheld, provided that the **Insurer** shall be entitled to exercise all of its rights under the policy. Compliance with a **Breach Notice Law** will not be considered as an admission of liability for the purposes of this clause.

If the **Insurer's** prior written consent cannot reasonably be obtained before **Defence Costs** and Notification Costs (as regulated under Coverage C) are incurred, then the **Insurer** shall give retrospective approval for such costs, up to 10% of the respective Sub-Limits specified in the policy. Such **Professional Fees** can only be incurred from the date of notification to the **Insurer** in accordance with clause 3.1.

### 4.3. Insured's Consent

The **Insurer** shall have the right to make any suggestions regarding a settlement of any **Claim** it deems expedient with

respect to any **Insured**, subject to such **Insured's** written consent (which shall not be unreasonably withheld or denied). If any **Insured** withholds consent to such settlement, the **Insurer's** liability for all **Loss** on account of such **Claim** shall not exceed the amount for which the **Insurer** could have settled such **Claim**, plus **Defence Costs** incurred as of the date such settlement was proposed in writing by the **Insurer**, less coinsurance (if any) and the applicable **Retention**.

#### 4.4. Subrogation and Recovery

If the **Insurer** makes any payment under this policy, it shall be subrogated to the extent of such payment to all of the **Insured's** rights of recovery and shall be entitled to pursue and enforce such rights in the **Insured's** name. Subrogation against employees (including directors, officers, partners or principals) of the **Company** shall be limited to cases where such employees have been found guilty of an intentional, fraudulent or criminal act by any court or government entity.

The **Insured** shall provide the **Insurer** with all reasonable assistance and shall do everything that may be necessary to secure any rights including the execution of documents necessary for the **Insurer** to bring suit in the **Insured's** name.

## 5. LIMIT OF LIABILITY AND RETENTION

### 5.1. Limit of Liability

The total amount payable by the **Insurer** under this policy shall not exceed the **Limit of Liability**. Sub-limits of Liability, Extensions, **Professional Fees** and **Defence Costs** are part of that amount and are not payable in addition to the **Limit of Liability**. The inclusion of more than one **Insured** under this policy does not operate to increase the total amount payable by the **Insurer** under this policy.

In the event that another insurance is provided by the **Insurer** or any member company or affiliate of the **Insurer**, then the maximum amount payable by the **Insurer** under all such policies shall not exceed the **Limit of Liability** of that policy referred to above which has the highest applicable **Limit of Liability**. Nothing contained herein shall be construed to increase the **Limit of Liability** of this policy. To the extent that another insurance policy imposes upon the **Insurer** a duty to defend a **Claim**, **Defence Costs** arising out of such a **Claim** shall not be covered under this policy.

### 5.2. Retention

With respect to all **Claims** or Qualifying Breaches of **Data Security**, breaches of **Data Protection Legislation** the **Insured** will only pay that amount of any **Loss** which is in excess of the **Retention** specified in item 6 of the Schedule. The **Retention** amount is to be borne by the **Company** and shall remain uninsured. A single **Retention** shall apply to **Loss** arising from **Claims**, **Qualifying Breaches of Data Security**, breaches of **Data Protection Legislation** which are considered related **Claims**, **Qualifying Breaches of Data Security**, breaches of **Data Protection Legislation** pursuant to 3.2 "Related Claims".

In the event that a Claim, Qualifying Breach of Data Security, breach of Data Protection Legislation triggers more than one of the Retention amounts, then, as to that Claim, breach of Data Protection Legislation, Qualifying Breach of Data Security Threat the highest of such Retention amounts shall be deemed the Retention applicable to Loss (to which a Retention is applicable pursuant to the terms of this policy) arising from such Claim, breach of Data Protection Legislation Qualifying Breach of Data Security.

## 6. GENERAL PROVISIONS

### 6.1. Cooperation

The **Insured** will at its own cost:

- (i) render all reasonable assistance to the **Insurer** and co-operate in the defence of any **Claim** and the assertion of indemnification and contribution rights;
- (ii) use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any **Loss** under this policy;
- (iii) give such information and assistance to the **Insurer** as the **Insurer** may reasonably require to enable it to investigate any **Loss** or determine the **Insurer's** liability under this policy.

### 6.2. Maintenance of Security

The **Insured** will take all reasonable steps to maintain **Data** and information security procedures to no lesser standard than disclosed in the proposal form.

The **Insured** will ensure that back-up systems and processes are maintained to no lesser standard than disclosed in the proposal form and that the ability to restore such **Data** is regularly tested (at least every six (6) months).

### 6.3. Sanctions

The **Insurer** has no liability to make any payment and no other liability or other obligation under any provision or Extension of this policy in respect of:

- (i) any risk located in a jurisdiction the laws or regulations of which prohibit the **Insurer** from providing, or which make it illegal for the **Insurer** to provide, insurance under this policy; and
- (ii) any **Insured** or any beneficiary under the policy who or which is a citizen or instrumentality of the government of any country against which any laws or regulations governing this policy or the **Insurer**, its parent **Company** or its ultimate controlling entity have established an embargo or other form of economic sanction which prohibit the **Insurer** from providing, or which make it illegal for the **Insurer** to provide, insurance coverage for, transacting business with or otherwise offering economic benefits to the **Insured** or any other beneficiary under the policy.

No benefit or payment will be made under this policy to any **Insured** or beneficiary who is declared unable to receive an economic benefit under the laws or regulations governing this policy or the **Insurer**, its parent **Company** or its ultimate controlling entity.

### 6.4. The effect of the policy, the Insured's obligation to disclose facts and changes

Insurance contracts shall come into being through a written agreement between the parties.

The **Insurer's** risk taking was based on the significant facts, information, declarations and main datas being part of the proposal form, it's appendixes and the other documents given to the **Insurer** by the **Insured**, which are inseparable part of the Policy. These information, declarations and datas are the basics of the **Insurer's** risk-taking liability and are inseparable parts of the Policy.

For the purpose of the insurance contract, the **Policyholder** must disclose all of the circumstances of which he was or must have been aware that are important in terms of providing insurance coverage.

The **Policyholder** has a liability to disclose facts which are part of the proposal form within 30 days in written form – unless the general provisions of the policy declare otherwise.

The **Policyholder** is obligated to inform the Insurer about the changes in the legal status or insolvency, 3 days within being awared of these changes.

If the **Insurer** becomes aware of any circumstance of significance regarding a contract only after the contract has

been concluded and, furthermore, if the **Insurer** is notified of changes in any of the important circumstances specified in the contract, the **Insurer** shall be entitled to make a written proposal, within fifteen days, to amend the contract or, if it cannot undertake indemnification according to the regulations, terminate the contract with thirty days' notice.

The **Insurer's** obligation shall not take effect if the insured party fails to perform the obligations prescribed in the previous Subsection, unless it is proven that the withheld or non-disclosed circumstance were known by the Insurer at time when the insurance contract was signed or it did not contribute to the occurred claim.

#### 6.5. Assignment

This policy and any rights under or in respect of it cannot be assigned without the prior written consent of the **Insurer**.

#### 6.6. Termination of the contract Insurance Premium Payment and Conditions of Determination of the Insurance Premium

The contract shall be terminated at the 24th hour of the expiry date. The contract can be terminated earlier than the expiry date according to the parties' consensual agreement.

The Contracting Party is obliged to settle the insurance premium to the Insurer on or before the due date. The first insurance premium (first premium installment) shall be due upon conclusion of the Insurance Contract and any insurance premium for further insurance periods shall be due upon the first day of the respective insurance period.

Should the Contracting Party fail to settle the insurance premium (or the instalment if the parties agreed that the premium shall be paid in instalments) on or before the due date, the Insurer shall be entitled to request payment in writing, by granting a 30-day grace period and also warning the Contracting Party to the consequences of non-payment. The Insurance Contract shall terminate retroactively with effect of the original due date if the grace period expires without the Contracting Party settling the Insurance Premium, unless the Insurer takes legal action as to the enforcement of its claim before court without delay.

Should the Contracting Party fail to pay the due Insurance Premium (premium instalment) and the **Insurer** fail to send its request of payment as stated above, the contract shall terminate at the end of the insurance period.

In respect of the present Insurance Contract the Insurance Premium is considered to be continuous in the following cases:

- any premium under an insurance contract concluded for indefinite period which is due for a Contract period other than the first, or is not the first instalment within the first period,
- any premium instalment within the Contract period other than the first in case the insurance contract is concluded for a definite period and the premium is paid in instalments.

In case the due insurance premium is paid only in part and the Insurer, in conformity with the above, notifies the Contracting Party to complete the payment but such notification has no result, the Insurance Contract shall continue with unchanged sum Insured for a period in proportion with the premium paid.

Should the Insurance contract terminate due to non-payment of the continuous insurance premium in accordance with above, the Contracting Party shall be entitled to request the Insurer to reactivate the insurance coverage within one hundred and twenty days from the date of termination of the Insurance Contract. The Insurer may reactivate the insurance coverage under the terms and conditions of the terminated contract on condition that the formerly due insurance premium is paid.

The contract shall be terminated with the exhaustion of the limit, but the Insured shall have the right with the consent of the Insurer to reinstate the limit of the liability for an extra premium set by the Insured. It is always subject of the Insurer's decision.



## 6.7. Insolvency

Insolvency, receivership or bankruptcy of any **Insured** shall not relieve the **Insurer** of any of its obligations hereunder.

## 6.8. Plurals, Headings

The descriptions in the headings and titles of this policy are solely for reference and Titles and convenience and do not lend any meaning to this contract. Words and expressions in the singular shall include the plural and vice versa. In this policy, words in **bold** typeface have special meaning and are defined or specifically mentioned in the Schedule. Words that are not specifically defined in this policy have the meaning normally attributed to them.

## 6.9. Governing Law

This Policy shall be governed by and construed in accordance with laws of Hungary.

## 6.10. The territorial scope of the cover

Unless otherwise agreed, the **Insurer** - according to the terms and conditions of this Policy- provides coverage caused, occurred and claims made within the European Union.

## 6.11. Complaints

The Insurer will make every effort to ensure that the Policyholder or an Insured Person receives a good standard of service. If the Policyholder or an Insured Person is not satisfied with the Insurer's service he or she should lodge complaints.

Should any complaint arise with regard to the services or the fulfilment of the insurance contract, we undertake the obligation to inform our client on the right to submit a complaint in writing to the **General Manager of Colonnade Insurance S.A. Hungarian Branch Office** (hereinafter referred to as the Insurance Company) via post, e-mail or facsimile (postal address: 153 Pf. , Budapest, H-1426, Hungary, facsimile: +36 1 461499; e-mail address: info@colonnade.hu) and in person or via telephone at the Customer Service of the Insurance Company during opening hours (address: 99 Váci út, Budapest, H-1139, Hungary; telephone number: +36 1 4601400). The Insurance Company shall send its answer in writing to the complainant within 30 (thirty) days of receipt of the complaint.

In case of the rejection of the complaint or if the 30-day period for the examination of the complaint prescribed by law as the deadline for response ends abortively, the client not qualifying as a consumer shall be entitled to challenge the inadmissible decision of Colonnade Insurance S.A. Hungarian Branch Office (99 Váci út, Budapest, H-1139 Hungary) before **the court**. In this case, the civil action shall be brought before the competent Hungarian court against Colonnade Insurance S.A. Hungarian Branch Office (99 Váci út, Budapest, H-1139, Hungary). The Complaints Regulation of the Insurer is available at the Customer Service of the Insurance Company and on the <http://www.colonnade.hu> website.

## 7. LIST OF CHANGES

Present terms and conditions differ from „Colonnade Insurance S.A. Branch Office in Hungary GDPR General Data Protection Regulation Liability Insurance terms and conditions 002-2018” in the following sections:

Specification of the „Insured” has been added to section 1 of the schedule.

Definition of the Company in section 1.4. has been changed to the following: „the **Policyholder** and any other Company or **Subsidiary** named in section 1.4. of the schedule”.

Fines and penalties mentioned in section 1.7. „Damages” has been specified as follows: „(ii) fines or penalties not included in section B.2. of the coverage”.

Section 1.16 „Insured” have been modified as follows: „(i) the **Company** specified in section 1.4. of the schedule”

Section 2.7. „Intellectual property” has been changed to „Patents and know-how”, and „D (MultiMedia Liability)” has been added to the exclusions.

## 8. PRIVACY POLICY

### Information on professional secrecy and personal data management

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

Insurance and reinsurance companies are entitled to process the insurance secrets of clients only to the extent that they relate to the relevant insurance contract, with its creation and registration, and to the service. Processing of such Data shall take place only to the extent necessary for the conclusion, amendment and maintenance of the insurance contract and for the evaluation of claims arising from the contract or for any other purpose specified in the Insurance Act.

Insurance and reinsurance companies shall obtain the data subject’s prior consent for processing data for purposes other than what is contained in Subsection (1) Section 135 of Act LXXXVIII of 2014 (Insurance Act). The client shall not suffer any disadvantage if the consent is not granted, nor shall be given any advantage if it is granted.

Unless otherwise provided for by law, the owners, directors and employees of insurance and reinsurance companies, and all other persons having access to insurance secrets in any way during their activities in insurance-related matters shall be subject to the obligation of professional secrecy without any time limitation.

According to the Act on the Processing and Protection of Personal data in the Field of Medicine (hereinafter referred to as “PDFM”), insurance companies shall be authorized to process any data pertaining to the medical condition of clients only for those 3 reasons set out in Subsection (1) of Section 135 of the Insurance Act, in accordance with the provisions of PDFM and only in possession of the express written consent of the data subject.

Insurance secrets may only be disclosed to third parties:

- a) under the express prior written consent of the insurance or reinsurance company’s client to whom they pertain, and this consent shall precisely specify the insurance secrets that may be disclosed;
- b) if there is no obligation of professional secrecy under the Insurance Act;
- c) if the certification body, including its subcontractor, hired by an insurance or reinsurance company, received such confidential information in carrying out the certification process.

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

- a) the Authority in exercising its designated functions;
- b) the investigating authority and the public prosecutor’s office after ordering the investigation;
- c) the court of law in connection with criminal cases, civil actions or non-contentious proceedings, and administrative actions, including the experts appointed by the court, and the independent court bailiff, the administrator acting in bankruptcy proceedings, the temporary administrator, extraordinary administrator, liquidator acting in liquidation proceedings in connection with a case of judicial enforcement, the principal creditor in debt consolidation procedures of natural persons, the Családi Csődvédelmi Szolgálat (Family Bankruptcy Protection Service), the family administrator, the court;
- d) notaries public, including the experts they have appointed, in connection with probate cases;
- e) the tax authority in the cases referred to in Subsection (2); the national security service when acting in an official capacity,
- g) the Gazdasági Versenyhivatal (Hungarian Competition Authority) acting in an official capacity;

- h) guardians acting in an official capacity,
- 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) the reinsurer and in case of co-insurance, the insurers underwriting the risk,
- l) with respect to data transmitted as governed by law, the bureau of insurance policy records maintaining the central policy records, the claims registry body operating the central claims history register, furthermore, the national transport authority and the Central Office for Administrative and Electronic Public Services in respect of any official affairs related to road traffic management tasks concerning motor vehicles not covered by the register [while upon receipt of a written request from a body or person referred to in Paragraphs a)-j), n) and s) of Subsection (1) of Section 138 of the Insurance Act indicating the name of the client or the description of the insurance contract, the type of data requested and the purpose of and the grounds for requesting data, with the exception that the bodies or persons referred to in Paragraphs p)-s) are required to indicate only the type of data requested and the purpose and grounds for requesting it. An indication of the statutory provision granting authorization for requesting data shall be treated as verification of the purpose and legal grounds.
- m) the receiving insurance company with respect to insurance contracts conveyed under a portfolio transfer arrangement, as provided for by the relevant agreement;
- n) with respect to the information required for settlement and for the enforcement of compensation claims, and also for the conveyance of these among one another, the body operating the Compensation Fund and/or the Claims Guarantee Fund, the National Bureau, the correspondent, the Information Centre, the Claims Organization, Claims representatives and Claims adjustment representatives, or the responsible party if wishing to access - in exercising the right of self-determination - the particulars of the other vehicle that was involved in the accident from the accident report for the purpose of settlement;
- o) the outsourcing service provider with respect to data supplied under outsourcing contracts; the tax auditor in respect to data supplied under tax audit agreements [while, upon receipt of a written request from a body or person referred to in Paragraphs a)-j), n) and s) of Subsection (1) of Section 138 of the Insurance Act indicating the name of the client or the description of the insurance contract, the type of data requested and the purpose of and the grounds for requesting data, with the exception that the bodies or persons referred to in Paragraphs p)-s) are required to indicate only the type of data requested and the purpose and grounds for requesting it. An indication of the statutory provision granting authorization for requesting data shall be treated as verification of the purpose and legal grounds.]
- 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 when acting in an official capacity;
- r) the Nemzeti Adatvédelmi és Információszabadság Hatóság (the National Authority for data Protection and Freedom of Information) when acting in an official capacity.
- s) the insurance company in respect of the bonus-malus system and the bonus-malus rating, and the claims record and the bonus-malus rating in the cases specified in the decree on the detailed rules for the verification of casualties,
- t) the agricultural damage survey body, the agricultural administration body, the agricultural damage compensation body, and the institution delegated to conduct economic assessments under the supervision of the ministry directed by the minister in charge of the agricultural sector in respect of Insured persons claiming any aid for the payment of agricultural insurance premiums;
- u) the authority maintaining a register of liquidator companies.

upon receipt of a written request from a body or person referred to in Paragraphs a)-j), n) and s) of Section 138 of the Insurance Act indicating the name of the client or the description of the insurance contract, the type of data requested and the purpose of and the grounds for requesting data, with the exception that the bodies or persons referred to in Paragraphs p)-s) are required to indicate only the type of data requested and the purpose and grounds for requesting it. An indication of the statutory provision granting authorization for requesting data shall be treated as verification of the purpose and legal

grounds.

Pursuant to Paragraph e) of Subsection (1) of Section 138 of the Insurance Act, there shall be no confidentiality obligation concerning insurance secrets in connection with tax matters where the insurance company is required by law to disclose specific information to the tax authority upon request and/or to disclose data concerning any payment made under an insurance contract that is subject to tax liability.

The requirement of confidentiality concerning insurance secrets shall not apply to financial institutions stipulated by the Act on Credit Institutions and Financial Enterprises with regard to an insurance contract related to any receivable arising out of financial service, provided that the financial institution submits its request in writing to the insurance company which contains the name of the client or the insurance contract, all types of data requested, the purpose of the information request and its title.

The disclosure made by the insurance company 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.

Insurance and reinsurance companies shall be authorized to disclose the personal data of clients in the cases and to the agencies indicated in Subsections (1) and (6) of Section 138 and in Sections 137, and 140 of the Insurance Act.

The obligation of insurance secrecy shall apply to the employees of the agencies specified in Subsection (1) of Section 138 of the Insurance Act beyond the purview of any legal process.

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

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

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

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

The disclosure of information provided in compliance with Section 164/B shall not be construed a breach of insurance secrets.

The obligation to keep insurance secrets shall not apply when:

- a) a Hungarian law enforcement agency makes a written request for information - that is considered insurance secret - in order to fulfil the written requests made by a foreign law enforcement agency pursuant to an international

agreement;

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

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

- a) if the client 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”).

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

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

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

(2) Insurance and reinsurance companies may not refuse to disclose the data specified in Subsection (1) of Section 141 of the Insurance Act on the grounds of protection of insurance secrets.

The personal data indicated in the data transfer records and the data covered by Section 136 of the Insurance Act, or the data treated as special data under the Info Act shall be deleted, respectively, after five years and twenty years following the date of disclosure.

The insurance or reinsurance company shall not be authorized to notify the data subject when data is disclosed pursuant to Paragraphs b), f) and j) of Subsection (1) of Section 138 or Subsection (6) of Section 138 of the Insurance Act.

Insurance and reinsurance companies shall be entitled to process personal data during the life of the insurance or reinsurance contract or other contractual relation, and as long as any claim can be asserted in connection with the insurance, reinsurance or contractual relation.

Insurance and reinsurance companies shall be entitled to process personal data relating to any un concluded insurance or reinsurance contract as long as any claim can be asserted in connection with the failure of the contract.

Insurance and reinsurance companies shall be required to delete all personal data relating to their current or former clients or to any frustrated contract in connection with which the data in question is no longer required, or the data subject has not given consent, or if it is lacking the legal grounds for processing such data.

(3) Within the meaning of the Insurance Act, the processing of data related to deceased persons shall be governed by the statutory provision on the processing of personal data. The rights of a deceased person in terms of data processing may be exercised by the heir or by the person named as the beneficiary in the insurance contract.

## Trade secrets of insurance companies and reinsurance companies

Insurance and reinsurance companies and their owners, any proposed acquirer of a share in an insurance or reinsurance company, as well as the senior executives, non-management officers and employees, agents of insurance or reinsurance companies shall keep any trade secrets made known to them in connection with the operation of the insurance or reinsurance company confidential without any time limitation.

The obligation of confidentiality prescribed in Section 144 of the Insurance Act shall not apply to the following in exercising their designated functions:

- a) the Authority;
- b) the national security service;
- c) the Állami Számvevőszék (State Audit Office);
- d) the Gazdasági Versenyhivatal (Hungarian Competition Authority);
- e) the internal oversight agency tasked by the Government, which controls the legality and propriety of the use of central budget funds;
- f) property administrators;
- g) the Információs Központ (Information Center);
- h) the agricultural damage survey body, the agricultural damage compensation body, the agricultural administration 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.

The disclosure made by an insurance company to the tax authority in compliance with the obligation prescribed in Sections 43/B-43/C of the IACA in accordance with the FATCA Act shall not be construed as violation of trade secrets.

(3) The disclosure of information by the Authority to the European Insurance and Occupational Pensions Authority (hereinafter referred to as "EIOPA") as provided for in Regulation (EU) No. 1094/2010 of the European Parliament and of the Council of 24 November 2010 establishing a European Supervisory Authority (European Insurance and Occupational Pensions Authority), amending Decision No. 716/2009/EC and repealing Commission Decision 2009/79/EC (hereinafter referred to as "Regulation 1094/2010/EU") shall not be construed as violation of trade secrets.

The obligation of confidentiality prescribed in Section 144 of the Insurance Act shall not apply to:

- a) the investigating authority and the public prosecutor's office after ordering the investigation;
- b) 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, and to the court in local government debt consolidation procedures.

(5) The disclosure of information by the Authority to the minister in charge of the money, capital and insurance markets on insurance and reinsurance companies, enabling individual identification, for legislative purposes and in connection with the completion of impact assessments shall not be construed a breach of trade secrecy.

(6) The disclosure of information by the Information Centre in an official capacity shall not be construed a breach of trade secrecy.

The person acquiring any trade secrets shall keep them confidential without any time limitation.

By virtue of the obligation of secrecy, no facts, information, know-how or data within the sphere of trade secrets may be disclosed to third parties beyond the scope defined in the Insurance Act without the consent of the insurance or reinsurance company, or the client concerned, or used beyond the scope of official responsibilities.

The person acquiring any trade secrets may not use such for his own benefit or for the benefit of a third person, whether directly or indirectly, or to cause any disadvantage to the insurance or reinsurance company affected, or its clients.

In the event of dissolution of an insurance or reinsurance company without succession, the business documents managed by the insurance or reinsurance company and the documents containing trade secrets may be used for archival research conducted after sixty years of their origin.

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

Other matters relating to insurance secrets and trade secrets shall be governed by the relevant provisions of the Hungarian Civil Code.

## Data protection in relation to data exchanges between Insurance Companies

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 Insurance company shall - in order to protect the interest of risk groups of Insureds - have the right to make a request to another insurance company from 1 January, 2015 with respect to data processed by this insurance company and referred to in Subsections (3)-(5) of Section 149 of the Insurance Act in accordance with Subsection (1) of Section 135 thereof, taking into account the unique characteristics of insurance products affected. The request shall contain the information necessary for the identification of the person, property or right defined therein, it shall specify the type of data requested and the purpose of the request. Making a request and complying with one shall not be construed a breach of insurance secrecy.

In this context the Insurance Company may request the following data from other insurance companies:

data listed in Paragraphs a) to e) of Subsection 3 of Section 149 of the Insurance Act relating to the conclusion and performance of the insurance contracts pertaining to the insurance class stipulated in points 1 and 2 of Section A of Annex 1 of the Insurance Act;

Data listed in Paragraphs a) to e) of Subsection 4 of Section 149 of the Insurance Act relating to the conclusion and performance of the insurance contracts pertaining to the insurance class stipulated in points 5, 6, 7, 8, 9, 16, 17 and 18 of Section A of Annex 1 of the Insurance Act; and

Data listed in Paragraphs a) to c) of Subsection 5 of Section 149 of the Insurance Act relating to the conclusion and performance of the insurance contracts in case of the prior consent of the Claimant pertaining to the insurance class stipulated in points 11, 12, and 13 of Section A of Annex 1 of the Insurance Act.

The requested insurance Company shall make available to the requesting Insurance Company the Data requested in due compliance with the law, inside the time limit specified in the request, or failing this, within fifteen (15) days from the date of receipt of the request.

The requesting Insurance Company shall be allowed to process Data obtained through the request for a period of ninety (90) days from the date of receipt. If the Data obtained by the requesting Insurance Company through the request is necessary for the enforcement of that Insurance Company's lawful interest, the time limit specified above for Data processing shall be extended until the enforceable conclusion of the procedure opened for the enforcement of such Claim.

If the Data obtained by the requesting Insurance Company through the request for the enforcement of the insurance Company's lawful interest, and the procedure for the enforcement of such Claim is not opened inside a period of one (1) year after the Data is received, such Data may be processed for a period of one (1) year from the date of receipt. The requesting Insurance Company shall inform the client affected by the request concerning this request 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 client asks for information regarding his Data in accordance with the Info Act and the requesting insurance Company no longer has the Data to which the request pertains having regard to Subsections 8-10 of Section 149 of the Insurance Act, the client shall be informed thereof.

The requesting Insurance Company shall not be allowed to connect the Data obtained through the request relating to an interest Insured, with Data it has obtained or processed, for purposes other than the above. The requested insurance Company shall be responsible for the correctness and relevance of the Data indicated in the request."

### Information on handling of personal Data

Data controller: Colonnade Insurance S.A.

Contact details of the Data Protection Officer:

email: [dpo@colonnade.hu](mailto:dpo@colonnade.hu), Phone number: (06-1) 460-1400,

Mailing address: 1426 Budapest, Pf.:153

### Categories of processed Data:

personal Data: any information relating to an identified or identifiable natural person ('Data Subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, place and time of birth, an identification number, address, an online identifier

special Data: medical Data

### **Purpose of Data processing**

The Insurance Company has the right to process confidential insurance information of clients in relation to the insurance contract, its establishment, its registry and the service provided. Processing of such Data shall take place only to the extent necessary for the conclusion, amendment and maintenance of the insurance contract and for the evaluation of Claims arising from the contract or for any other purpose specified in the Act LXXXVIII of 2014.

Data processing purposes include ensuring to comply with restrictive economic measures and anti-money laundering and terrorist financing obligations imposed by the United Nations, the European Union, or other relevant organisations. The Insurance Company shall transfer personal Data (name) to its Data processors residing in the United States according to the adequacy decision by the Commission and according to the Privacy Shield Framework.

Contracts established online via [colonnade.hu](http://colonnade.hu) are subject to the Act XXV of 2005 and to the Act CVIII of 2001, thus the purpose of Data processing includes proving the compliance with the obligation to provide consumer information; proving the establishment of the contract; establishing, modifying and monitoring the fulfilment of a service provisioning contract in relation to the information society; billing for the services provided under the contract; and enforcing the related Claims.

The Insurance Company's Data processing is either based on the establishment of the contract, or on the voluntary consent made by the client during the submission of Claims, service requests, information requests regarding the contract. If transferring the medical Data of a client outside the European Union is necessary in order to protect the vital interests of the Data Subject regarding a travel insurance contract, the Insurance Company shall inform the Data Subject of the transfer.

The Insurance Company processes personal Data obtained during complaint handling to comply with the Act LXXXVIII of 2014, Section 159, and keeps a record of its clients' complaints, and of actions taken to remedy these complaints. The Insurance Company's Data processing is based on this provision of the Act LXXXVIII of 2014.

According to the above cited paragraph of the Act LXXXVIII of 2014, if the complaints are handled by telephone, the Insurance Company shall record the conversation between the Insurance Company and the client.

### **Period of data processing**

Insurance Company shall be entitled to process personal Data - medical Data – concerning insurance secrets during the life of the insurance contract, and other contractual relation, as long as any Claim can be asserted in connection with the contractual relation. Insurance Company shall be entitled to process personal Data relating to any uncompleted insurance contract as long as any Claim can be asserted in connection with the failure of the contract. According to the Act C of 2000 on accounting Section 169, the accounting records in relation to the establishment of the insurance contract, its registry and the insurance services are retained by the Insurance Company for eight years.

The Insurance Company handles the information received from other insurance companies during Data exchanges with the conditions and within the time periods set out in the "Data protection in relation to Data exchanges between insurance companies" section.

During complaint handling, the sound recordings are retained by the Insurance Company for five years. The Insurance Company retains the complaint and the reply provided for a period of five years and shall make them available at the request of the authorities.

### **Legal basis for Data processing**

The legal bases of Data processing in relation to handling insurance contracts, registering insurance contracts, and telephone customer services are the followings: the consent of the Data Subjects; the Act LXXXVIII of 2014 Section 135; the Act C of 2000 Section 169. In case of online contracting or contracting via telephone, the legal bases of Data processing are the Act XXV of 2005 Section 2 and the Act CVIII of 2001, Section 13/A. Data in relation to a client's health condition shall only be processed with the expressed written consent of the Data Subject, in accordance with the Act XLVII of 1997.

The legal basis for Data processing in relation to customer complaints is the Act LXXXVIII of 2014 Section 159.

In case of restrictive economic measures (embargo) imposed by the United Nations, the European Union, or other relevant organisations, the legal basis for Data processing is the legitimate interest of the Insurance Company and the compliance



with its legal obligation.

### The data subject rights and exercising these rights

The data subjects' rights include the followings:

- a) The client has the right to request access from the controller regarding his/her personal Data;
- b) The client has the right to request the rectification of inaccurate personal Data or to have incomplete personal Data completed;
- c) The client has the right to request from the controller the erasure of personal Data or the restriction of processing his/her Data;
- d) The client has the right to object to the processing of personal Data;
- e) The client has the right to lodge a complaint with a supervisory authority (NAIH);
- f) The client has the right to Data portability; and
- g) The client has the right to prohibit the usage of personal Data for direct marketing purposes.

a) Upon the request of the client, the Insurance Company shall provide information in writing on any and all Personal Data of him/her within 15 days about the followings:

- the source and categories of personal Data;
- the purposes and legal bases of Data processing;
- where possible, the envisaged period for which the personal Data will be stored, or, if not possible, the criteria used to determine that period;
- the recipients or categories of recipient to whom the personal Data have been or will be disclosed;
- the name and address of the Data controller, and the issues relating to processing.

The Insurance Company shall provide these information free of charge, if the client (natural person) has not submitted a request on the same Data within the scope in the same year. In other cases, a reasonable fee can be charged taking into account the administrative costs of providing the requested information.

In addition to this, at the client's request the copy of the personal Data shall be made available.

b) If a Data concerned is inaccurate, the client shall have the right to request and have it promptly updated.

c) The Insurance Company erase the personal Data without undue delay if one of the following grounds applies:

- the personal Data are no longer necessary in relation to the purposes for which they were collected; or
- the Data Subject withdraws consent, and there is no other legal ground for the processing;

unless, the Data is for the establishment, exercise or defence of legal Claims, or for compliance with a legal obligation.

The Insurance Company erase the personal Data without undue delay for compliance with a legal obligation to which the controller is subject, or if the personal Data have been collected in relation to the offer of information society services referred to the Act CVIII of 2001 section 8 paragraph 1.

The client shall have the right to obtain restriction of processing from the controller where one of the following applies:

- the accuracy of the personal Data is contested by the client, in that case restriction applies for a period enabling Controller to verify the accuracy of the personal Data concerned;
- the processing is unlawful, and the Data Subject opposes the erasure of the personal Data and requests the restriction of their use instead;
- the controller no longer needs the personal Data for the purposes of the processing, but they are required by the Data Subject for the establishment, exercise or defence of legal claims;
- the Data Subject has objected to processing pursuant to Article 21(1) pending the verification whether the legitimate grounds of the controller override those of the data subject;
- the data subject has objected to processing, in that case restriction applies for the period during which it is verified whether the legitimate grounds of controller may override those of the client.

Where processing has been restricted, such personal data shall be processed with the Data Subject's consent or for the

establishment, exercise or defence of legal claims or for the protection of the rights of another natural or legal person or for reasons of important public interest of the Union or of a Member State. A Data Subject who has obtained restriction of processing pursuant shall be informed by the controller before the restriction of processing is lifted.

d) If the processing is necessary for the purposes of the legitimate interests pursued by the controller or by a Third Party, the Data Subject shall have the right to object, on grounds relating to his or her particular situation, at any time to processing of personal Data concerning him or her, including profiling based on those provisions.

The controller shall no longer process the personal Data unless the controller demonstrates compelling legitimate grounds for the processing which override the interests, rights and freedoms of the Data Subject or for the establishment, exercise or defence of legal Claims. The Insurance Company examine the Claim within 15 days and if it finds it a reasoned objection, the Company shall inform the Client about the decision in writing.

Should any complaint arise regarding the processing of the personal Data, we undertake the obligation to inform our client on the right to object or submit a complaint orally (in person, by telephone) or in writing to the Data controller of Colonnade Insurance S.A. (email: dpo@colonnade.hu, Mailing address: 1426 Budapest, Pf.: 153)

e) The client shall have the right to lodge a complaint before the supervisory authority (NAIH; H - 1125 Budapest, Szilágyi Erzsébet fasor 22/c.; Mailing address: 1530 Budapest, Pf. 5.; Phone number: (+36) 1 391 1400, Fax: (+36) 1 391 1410, E-mail: ugyfelszolgalat@naih.hu, Web: naih.hu) about the handling his or her complaint or objection relating to the personal Data carried out by Controller, or if the client finds any violation relating to the processing of the personal Data or an immediate risk of that.

The client shall have the right to submit the Claim to the Court. Cases related to Data protection fall within the scope of regional courts. Litigation depending from the plaintiff's choice may be initiated before the regional court competent for the plaintiff's permanent or habitual residence.

f) The Data Subject shall have the right to receive the personal Data concerning him or her, which he or she has provided to a controller, in a structured, commonly used and machine-readable format and have the right to transmit those Data to another controller without hindrance from the controller to which the personal Data have been provided. The client shall have the right to have the personal Data transmitted directly from one controller to another, where technically feasible.

### **Further Data processing activity**

If the Insurance Company shall provide information to the Authority specified in Section 138, Bit having regard to the personal Data, the Insurance Company shall inform the Data Subject about the recipient and the grounds of the Data. The Insurance Company shall not be authorized to notify the Data Subject when Data is disclosed pursuant to Paragraphs b), f) and j) of Subsection (1) of Section 138 or Subsection (6) of Section 138, Bit.

Controller shall only provide the requested Data in case the actual purpose and the Datasets concerned are clearly indicated by the authority, and shall only provide Data that is strictly necessary for fulfilling the purpose of the request.

### **Notification of a Personal Data Breach to the Supervisory Authority, Communication to the Data Subject**

In the case of a personal Data breach, Controller shall without undue delay and, where feasible, not later than 72 hours after having become aware of it, notify the personal Data breach to the competent supervisory authority, unless the personal Data breach is unlikely to result in a risk to the rights and freedoms of natural persons. Controller records any personal Data breaches, comprising the facts relating to the personal Data breach, its effects and the remedial actions taken.

Controller shall communicate the personal Data breach to the Data Subjects without undue delay if the personal Data breach is likely to result in a high risk to the rights and freedoms of the concerned Data Subjects.

In addition to the above, Controller takes every possible measure to avert the personal Data breach in the most efficient way and to ensure the protection of personal Data at the highest level.

## **Other provisions**

The contact and information between the Insurer and Insured Person occurs in Hungarian, and information shall be made available free of charge. The insurance Company does not provide advice about the insurance products sold.

The insurance contract concluded on the basis of the present regulation should only be amended in writing. This rule applies to the case if the Policyholder and/or the Insurer wish to deviate from the insurance terms and conditions.

Please find the annual report covering their financial situation and solvency on our website: [www.colonnade.hu/rolunk](http://www.colonnade.hu/rolunk).