



# GROUP PERSONAL ACCIDENT

## TERMS AND CONDITIONS

001-2021

COLONNADE   
A FAIRFAX COMPANY

# Group Personal Accident

## Product information document

Insurer: Colonnade Insurance S.A. Branch Office in Hungary

Insurance product: Group Personal Accident – GPA – 001-2021

Complete information about the product is available in the detailed Insurance Terms and Conditions.

Terms and Conditions: Colonnade Group Personal Accident 001-2021

### What is this type of insurance?

Group Personal Accident Insurance



#### What is insured?

##### Szolgáltatások

✓ Accidental death	✓ Fracture (fixed benefit)
✓ Permanent Total Disability (100%)	✓ Burns
✓ Permanent Total Disability (1-100%)	✓ In-hospital surgery due to accident
✓ Accidental death due to motor vehicle or carrier	✓ In-hospital surgery due to accident or sickness
✓ Permanent total disability due to motor vehicle or carrier (100%)	✓ Temporary Total Disability due to accident (lump sum benefit)
✓ Permanent total disability due to motor vehicle or carrier (1-100%)	✓ Temporary Total Disability due to accident (daily benefit)
✓ Hospital Cash due to accident –max. 365 days	✓ Temporary Total Disability due to sickness (daily benefit)
✓ Home convalescence due to accident	✓ Accidental reimbursement
✓ Hospital cash due to accident or sickness –max. 365 days	✓ Critical illness
✓ Home convalescence due to sickness	✓ Medical expenses
✓ Fracture (%)	



#### What is not insured?

- ✗ Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- ✗ The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof .
- ✗ The dispersal, application or the release of pathogenic or poisonous biological or chemical materials .
- ✗ War (whether declared or not) unless agreed by the Insurer in writing .
- ✗ Terrorism unless agreed by the Insurer in writing .
- ✗ Intentional self-injury, suicide or attempted suicide, criminal act or attempts to commit a criminal act .
- ✗ Flying except whilst travelling as a commercial passenger on a Scheduled Flight or charter flight .
- ✗ An Accident proved to have occurred due to the influence of alcohol and/or any drug or drugs not prescribed by a medical practitioner and/or where any prescribed drugs have been taken contrary to manufacturer's instructions.
- ✗ AIDS/HIV, or any sexually transmitted disease
- ✗ Active participation in any hazardous sport including parachuting, hangliding, para-sailing, off-piste skiing, scuba diving, potholing and bungee jumping unless otherwise agreed by Insurer in writing Service, training or duty with any military, police, militia or paramilitary organisation, unless otherwise agreed by Insurer in writing
- ✗ Any Bodily Injury or Sickness that existed prior to the Period of Insurance
- ✗ for Bodily Injury sustained whilst or as a result of participating in any professional sport activities



**Are there any restrictions on cover?**

The Insurer will not pay any Benefit where Bodily Injury or death, Disability, or the incurring of Medical Expenses is the result of or is contributed to by:

- ! Sickness (not resulting from Bodily Injury), or
- ! any naturally occurring condition or degenerative process, or
- ! any gradually operating cause



**Where am I covered?**

- ✓ According to the Operative Times indicated in the Benefits Table in the Insurance Policy.



**What are my obligations?**

- Obligation to pay fees, communicate and notify changes.
- Obligation to report claims and mitigate damages.
- Obligation to give answers true to reality to the insurer's questions during the data provision.
- Obligation to provide information about any change since the last communication.
- Obligation to cooperate.



**When and how do I pay?**

By the payment deadline indicated on the fee request, by bank transfer



**When does the cover start and end?**

According to the Insurance Period indicated in the Insurance Policy



**How do I cancel the contract?**

In writing, at least 30 days before the end of the Insurance Period .

## Table of contents

1.	GENERAL POLICY DEFINITIONS APPLICABLE TO ALL SECTIONS .....	5
2.	GENERAL POLICY CONDITIONS .....	8
3.	GENERAL CLAIMS PROVISIONS .....	10
4.	GENERAL POLICY EXCLUSIONS.....	11
5.	EXCLUSIONS .....	12
6.	EXEMPTION OF THE INSURER.....	12
7.	DISPUTES, COMPLAINTS, CLAIMS PERIOD AND DATA PROTECTION .....	12
8.	INFORMATION ON PROFESSIONAL SECRECY AND PERSONAL DATA MANAGEMENT.....	13
9.	OPERATIVE TIMES.....	23
10.	SECTION A – PERSONAL ACCIDENT .....	24
11.	ANNEX 1 – DISPUTES, COMPLAINT HANDLING .....	Hiba! A könyvjelző nem létezik.

## 1. GENERAL POLICY DEFINITIONS APPLICABLE TO ALL SECTIONS

Certain words in this policy have a specific meaning. They have this specific meaning wherever they appear in the policy, schedule, payment tables or endorsements and are shown in *italic print*.

### **Accident**

A sudden and unexpected event caused by visible and external means.

### **Any One Accident Limit**

The maximum amount the *Insurer* will pay in the aggregate under this and any other personal accident insurance issued by the *Insurer* in the *Policyholder's* name in respect of all *Insured Persons* suffering *Accidental Bodily Injury* in the same *Accident* or series of *Accidents* contributed to, caused by, or consequent upon the same original event.

### **Annual Salary**

The total gross basic annual salary excluding payments for overtime, commission or bonus payable by the *Policyholder* to the *Insured Person* at the date *Bodily Injury* is sustained. For weekly paid *Insured Persons* *Annual Salary* will be calculated by taking the average gross basic weekly salary of the *Insured Person* for the thirteen weeks prior to sustaining *Bodily Injury* and multiplying this amount by fifty-two.

### **Associated Company**

A company or organisation of the *Policyholder* whose name has been advised to and accepted by the *Insurer*.

### **Beneficiary**

In case of death of the *Insured Person*, the *Beneficiary* is, unless otherwise confirmed in writing by the *Insured Person*, a legal heir according to the laws of Hungary. For all other benefits, the *Beneficiary* is the *Insured Person*.

### **Bodily Injury**

Injury to the body caused by an *Accident* which occurs during the *Period of Insurance* and not by any gradual cause. It does not include:

- *Sickness*, unless this results from injury to the body;
- post-traumatic stress disorder; or
- a psychological or psychiatric illness or condition except incurable insanity where such condition is a direct consequence of an *Accident*.

### **Carrier**

Any licensed operator of a land, sea or air vehicle for the transportation of fare paying passengers.

### **Child**

Any child of the *Insured Person* who is unmarried and under 19 years of age or 25 years of age if in full-time education.

### **Competent Supervisory Authority**

*National Bank of Hungary (Magyar Nemzeti Bank)*

### **Daily Wage**

For monthly paid *Employees* this will be calculated by dividing the *Insured Persons Annual Salary* by three hundred and sixty-five.

### **Daily Net Wage**

For monthly paid *Employees* this will be calculated by dividing the *Insured Persons Annual Salary* by three hundred and sixty-five and by deducting the amount of personal income tax and other contributions to be paid by the *Insured* under the relevant law.

**Daily Gross Wage**

For monthly paid *Employees* this will be calculated by dividing the *Insured Persons Annual Salary* by three hundred and sixty-five.

**Deductible**

An amount shown on the *Schedule* as a percentage or a fixed amount, which will be deducted from each claim payment for a specific benefit.

**Employee**

Any person employed by the *Policyholder*.

**Insured Person**

Any person shown in the *Schedule* as being an *Insured Person*. Cover applies until the end of the *Period of Insurance* or the date upon which the *Insured Person* ceases being an *Employee* of the *Policyholder*, whichever occurs first unless otherwise agreed in writing by the *Insurer*.

**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-Duché de Luxembourg, Minister des Finances, Commissariat aux Assurances (L-1840 Luxembourg, Bureaux: 7, Boulevard Joseph II.) licence number: S 068/15. Branch Office in Hungary has legal capacity, and it may acquire rights and undertake obligations at the expense of Colonnade Insurance S.A. The solvency report is available at [www.colonnade.hu](http://www.colonnade.hu). Colonnade Insurance S.A.

**Insurance Act**

Act LXXXVIII of 2014 on the Business of Insurance and any amendments

**Medical Expenses**

The *Usual and reasonable costs* of medical, surgical or other remedial attention or treatment given or prescribed by a *Medical Practitioner* and all hospital, nursing home and ambulance charges. Dental expenses are not covered.

**Medical Practitioner**

Any suitably qualified and registered Medical Practitioner other than:

- a) an *Insured Person*,
- b) a member of the immediate family of an *Insured Person*,
- c) an *Employee*.

**Motor Vehicle Travel**

While an *Insured Person* is getting in and out of, travelling in, loading or unloading, carrying out emergency road-side repairs to and re-fuelling a motor vehicle owned, hired by or leased to the *Policyholder*, or any vehicle temporarily replacing it.

**Operative Time**

The period of time during the *Period of Insurance* during which the *Policyholder* or an *Insured Person* is covered by this policy (as outlined in the *Schedule* and described later in this policy wording).

**Partner**

Is a person under age 80 who permanently living in the same household with the *Insured Person*, but not legally related to.

**Period of Insurance** The period shown in the *Schedule*, unless otherwise agreed in writing by the parties.

**Permanent Country of Residence**

A country in which an *Insured Person* resides or has resided for a period of 6 months or longer in the previous 12 months.

**Policyholder**

The insured company, organisation or individual shown in the *Schedule*.

**Schedule**

The document showing details of the cover the *Policyholder* has bought.

**Spouse**

The *Insured Person's* wife or husband who is at least 18 years old.

**Scheduled Flight**

A flight which originates or ends at an internationally recognised airport according to the published schedule of an airline.

**Scheduled Flight Accumulation Limit**

The maximum amount the *Insurer* will pay in the aggregate under this and any other personal accident insurance issued by the *Insurer* in the *Policyholder's* name in respect of all *Insured Persons* suffering *Bodily Injury* in the same *Scheduled Flight Accident* or series of *Scheduled Flight Accidents* contributed to, caused by, or consequent upon the same original event.

**Sickness**

Any fortuitous bodily illness or sickness, diagnosed during the *Period of Insurance*, but excluding any illness or sickness which arises out of a condition or defect for which medical treatment was advised, sought out, or should have reasonably been sought out, or received within 12 months before the date coverage began.

**Sum Insured**

The maximum amount of cover up to which the *Policyholder* or an *Insured Person* can claim.

**Terrorism**

An act, including threats of or actual force or violence by, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or Government, committed for political, religious, ideological or ethical purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear.

**Usual and reasonable costs**

Fees and charges where they are incurred, but not to include charges that would not have been paid if no insurance existed and excluding charges for medical treatment that is not medically necessary either within the *Period of Insurance* or during the *Trip* (whichever ends first).

**War**

Any activity arising out of, or attempt to participate in, the use of military force between nations, civil war, revolution and invasion., insurrection, use of military power or usurpation of government or military power, intentional use of military force to intercept, prevent, or mitigate any known or suspected act of *Terrorism*.

## 2. GENERAL POLICY CONDITIONS

### **Premium**

The *Policyholder* is liable to pay the *Premium* stated in the *Schedule* by the *Premium Due Date* as stated in the *Schedule*, unless otherwise agreed in writing by the *Policyholder* and the *Insurer*. Should the *Policyholder* fail to settle the insurance *Premium* 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 *Policyholder* 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 *Policyholder* settling the insurance *Premium*, unless the *Insurer* takes legal action as to the enforcement of its claim before court without delay. In such case the *Policyholder* 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. Should the *Policyholder* fail to pay the due insurance *Premium* (premium installment) and the *Insurer* fail to send its request of payment as stated above, the contract shall terminate at the end of the insurance period.

### **Start of risk assumption**

The *Insurer* starts assume liability within the *Period of Insurance*, when the *Insurance Premium* is paid by the *Policyholder*, unless otherwise agreed in writing by the *Policyholder* and the *Insurer*.

### **Period of Insurance, Renewal**

The policy under these conditions is for an indefinite term. Within this, one period means one calendar year starting the effective date as shown in the *Schedule* as agreed by the by the *Policyholder* and *Insurer*.

If the *Insurer* or the *Policyholder* do not make a written termination 30 days before the anniversary stating the opposite, the *period of insurance* will be automatically renewed with the last known number of the insured persons and sums insured. The *Policyholder* should inform the *Insurer* if the number of employees has changed.

An *Insured Person* cannot cancel this policy.

### **Data Protection**

The *Policyholder*

- 1) confirms that the *Policyholder* provides all personal data of *Insured Persons* needed for the purpose of administering the cover under this policy (as defined by the Insurance Act) with the consent of the *Insured Persons* to whom the personal data refers;
- 2) acknowledges that the *Insurer* will process such personal data only for the purpose of administering the insurance provided under this policy and claims made under this policy for as long as any claim may be asserted against the *Insurer*.

### **Associated companies**

If relevant, and subject to the *Insurer's* prior written consent, this policy will cover *Associated Companies* as long as a list of these companies has been provided to and accepted by the *Insurer*. If the business activities of the *Policyholder* changes from those advised to the *Insurer*, the *Policyholder* must tell the *Insurer* immediately.

### **Obligation to provide information and report Changes in Risk**

At the time of concluding the contract, the *Policyholder* shall provide information about the circumstances he knew or should have known, which is relevant in respect of undertaking the insurance.

The *Policyholder* must tell the *Insurer* immediately of any significant changes its business activities during the *Period of Insurance*, including any acquisition, establishment or disposal of companies or operations. The *Policyholder* or /and the *Insured person* shall report changes in written to the *Insurer*. The policy will cover such changes only with the prior written consent of the *Insurer*.



***Failure to comply with policy conditions***

Where the *Policyholder* or an *Insured Person* does not comply with any obligation to act in a certain way specified in this policy, payment of the *Policyholder* or an *Insured Person's* recovery under any claim may be affected.

***Fraud***

Any fraud, deliberate dishonesty, or hiding information connected with a claim, will make this policy invalid. If the *Insured Person* hides any information connected with a claim, the *Insurer* may invalidate the claim.

***Law and Jurisdiction***

This policy is a contract of insurance between the *Policyholder* and the *Insurer*. It will be governed by the laws of Hungary and will be subject to the exclusive jurisdiction of Hungarian Courts.

***Notices***

Any notice served by the *Policyholder* or an *Insured Person* under this policy must be sent to the following address unless otherwise agreed in writing by the *Insurer*:

The Accident and Health Manager  
**Colonnade Insurance S.A. Branch office in Hungary**  
1139 Budapest  
Váci út 99.  
Hungary

Any notice served by the *Insurer* shall be sent to the *Policyholder's* address as stated in the *Schedule*

***Obligation to give responses***

**The *Policyholder* and *Insured Person* shall provide information by giving truthful responses to the *Insurer*. They must provide information about the legal basis and actual amount, and circumstances of the reported insured event to be verified by the *Insurer*. They must provide the necessary documents. If they will not provide necessary information or documents and because of it the occurrence of the insured event becomes impossible to ascertain, the *Insurer* shall not pay the benefit.**

***Other Interests***

No person other than the *Policyholder*, *Insured Person* or *Beneficiary* is entitled to make a claim under this policy.

***Reasonable Care***

**The *Policyholder* and each *Insured Person* must take all reasonable steps to avoid and/or minimise any loss or damage and must also make every reasonable effort to recover any property covered by this policy which has been lost or stolen.**

***Incorrect Information***

In the event that important facts or information disclosed are shown to be incorrect, the *Insurer* may be exempted from its obligations under this policy.

***Sanctions Exclusion***

The *Insurer* shall not be deemed to provide cover and the *Insurer* shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the *Insurer*, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations.

### 3. GENERAL CLAIMS PROVISIONS

#### 1) **Claims Evidence**

The *Policyholder, Insured Person or Beneficiary* must provide at its or his or her own expense any documents or evidence (including post-mortem examinations) to the *Insurer* in support of a claim.

The *Insurer* may request the documents listed in point 4.

#### 2) **Claims Notification**

**The *Policyholder, Insured Person or Beneficiary* must tell the *Insurer* as soon as possible of any potential claim and in any case within 30 days from the date of the event giving rise to a claim, but notice of death must be given immediately. If they do not report the occurrence of the insured event within the time limit determined in the contract, and as a consequence of the delay, it becomes impossible to ascertain the relevant circumstances, the *Insurer's* obligation shall not arise.**

#### 3) **Medical examination**

The *Insurer* may request an *Insured Person* to undergo medical examinations in connection with any claim at the *Insurer's* expense.

#### 4) **In case of a claim the following documents shall be provided to the Insurer**

General documents:

Completed and duly signed claim request form (policy number, address, data needed for the transfer of payments)

Employer's certificate if the employee is covered by a company group insurance;

Medical documentation:

- ambulant sheet containing the diagnose of the disease/sickness, final report of the hospital, treatment sheet, histological findings, contact details of the doctor, medical case history, medical documentation of the PCP about any disease/sickness or accident preceding the travel, certification issued by the doctor about the expected recovery date, sick allowance documents, medical documentation stating the extent of the disability, decision of National Medical Expert Institute, medical expert opinion;

Invoices:

- invoices about the hospitalization; invoices about the medicaments and the transportation of the patients that are required for the assessment of the insurance benefits, payment certificate, invoice about the issuance of the official documents; invoice about the reparation of baggage, invoice of accommodation, flight booking, taxi, phone, or fuel or any other invoice which proofs the claim;
- Policy report (if available), or other official report/report of any other authority (if available);
- Documents certifying the travel (booking, visa, boarding pass, baggage ticket, copy of the passport stamp, In case of travelling with car, declaration about the exact date of departure);
- Copy of the bank statement, any other certificate of the money exchange;
- Description of the accident, or event including the names of possible eyewitnesses;
- Medical case history, medical documentation of the PCP about any disease/sickness or accident preceding the travel;

**Documents requested in relation to the coverages beside the General documents:**

**In case of accidental death:**

- Death certificate, autopsy report, medical certificate proving the reason of the death;
- Certificate of inheritance, Grant of probate; decision or record of an official procedure (if any);

**Permanent Disability (total or partial) due to an accident:**

- Medical documentation stating the extent of the disability, decision of National Medical Expert Institute, medical expert opinion;
- Invoices about retraining expenses, certification of the retraining institution on the training and the participation;

**Recovery cash:**

- Sick allowance documents,
- Certification issued by the doctor about the expected recovery date,

**Temporary total disability due to sickness or accident:**

- Sick allowance documents,
- Certification issued by the doctor about the expected recovery date,
- In case the limit is based on the amount of the daily wage, the amount of the wage that was stated on the claim request form shall be officially certified by the employer.

Please also note that 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.

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.

## 4. GENERAL POLICY EXCLUSIONS

The Insurer will not pay any claim which is directly or indirectly caused by or contributed to or arising from:

- 1) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- 2) The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- 3) The dispersal, application or the release of pathogenic or poisonous biological or chemical materials;
- 4) *War* (whether declared or not) unless agreed by the *Insurer* in writing;
- 5) *Terrorism* unless agreed by the *Insurer* in writing;
- 6) Intentional self-injury, suicide or attempted suicide, criminal act or attempts to commit a criminal act;
- 7) Flying except whilst travelling as a commercial passenger on a *Scheduled Flight* or charter flight;
- 8) An *Accident* proved to have occurred due to the influence of alcohol and/or any drug or drugs not prescribed by a medical practitioner and/or where any prescribed drugs have been taken contrary to manufacturer's instructions;
- 9) AIDS/HIV, or any sexually transmitted disease;
- 10) Active participation in any hazardous sport including parachuting, hangliding, para-sailing, off-piste skiing, scuba diving, potholing and bungee jumping unless otherwise agreed by *Insurer* in writing Service, training or duty with any military, police, militia or paramilitary organisation, unless otherwise agreed by *Insurer* in writing
- 11) Any *Bodily Injury* or *Sickness* that existed prior to the *Period of Insurance*.
- 12) for *Bodily Injury* sustained whilst or as a result of participating in any professional sport activities.

## 5. EXCLUSIONS

1. The *Insurer* will not pay any Benefit where *Bodily Injury* or death, *Disability*, or the incurring of *Medical Expenses* is the result of or is contributed to by:
  - a) *Sickness* (not resulting from *Bodily Injury*), or
  - b) any naturally occurring condition or degenerative process, or
  - c) Any gradually operating cause
2. The *Insurer* will pay the following benefits only to an *Insured Person* when she/he reaches 80 years of age: Accidental death, *Disability*, Hospital Cash due to accident. The benefit will be reduced to 20% of the *Sum Insured* shown on the Schedule or 10.000.000.-HUF whichever is less.

## 6. EXEMPTION OF THE INSURER

it is proven, that the accident was caused by the Insured Person's s illegal, intended, or gross negligent behaviour.

An accident will be caused as a consequence of gross negligent behaviour of the Insured Person, if the accident happened:

- in connection with the influence of alcohol of the Insured Person's (higher than 0.8‰ alcohol in the blood),
- during driving by the Insured Person without driving licence, or driving under the influence of alcohol.
- In connection with the influence of drug of the Insured Person

## 7. DISPUTES, COMPLAINTS, CLAIMS PERIOD AND DATA PROTECTION

The *Insurer* will make every effort to ensure that the *Policyholder* or an *Insured Person* receives a good standard of service.

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 Colonnade Insurance S.A. Hungarian Branch Office via post, e-mail or facsimile (postal address: 1426 Budapest, Pf. 153.; telefax: 06 1 460 1499; e-mail: info@colonnade.hu, web page: <https://colonnade.hu/ugyintezes/panaszbejelentes/>) and in person or via telephone at the Customer Service of the Insurance Company during opening hours (address: 1139 Budapest, Váci út 99.; telefonszám: 06 1 460 14000).

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 may apply to the Court. In this case, the lawsuit must be filed against the Hungarian Branch of Colonnade Insurance S.A. before a Hungarian court with jurisdiction and competence.

The Insurer's complaint handling policy can be viewed at the Customer Service and is also available at the following address: <http://www.colonnade.hu>.

**The language of client declaration and communication**

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.

**Claims Period**

**The period within which a claim under this policy may be made is two years. This period begins when the claim arising out of the policy occurs.**

**Derogation from the provision of the Civil Code**

**Limitation period of any claims arising out of the Insurance contract shall lapse after two (2) years from the due date which is a derogation from section 6:22§ of the Act V of 2013 on the Civil Code. Any previous contractual / business practices, habits of the parties, or the common contractual practice of the insurance business shall not become part of the contract which is a derogation from section 6:63 § of the Act V of 2013 on the Civil Code.**

**8. 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);
- f)** 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, 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;
- 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), s), t) and u) 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 uncompleted 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 management relating to data exchange 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 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

#### **Purposes of the 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**

1. 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 - 1055 Budapest, Falk Miksa 9-11.; Mailing address: 1363 Budapest, Pf. 9.; 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.

## 9. OPERATIVE TIMES

### Personal Accident

#### **OP1 - 24 Hours**

At any time.

#### **OP2 – Occupational**

- While an *Insured Person* is carrying out occupational duties for the *Policyholder*.

#### **OP3 - Occupational and Commuting**

- While an *Insured Person* is carrying out occupational duties for the *Policyholder*.
- At any time while an *Insured Person* is on the *Policyholder's* premises.
- While an *Insured Person* is travelling between place of residence and place of work.
- While an *Insured Person* is travelling between places of work where the travel is at the expense of the *Policyholder*.

#### **OP4 - Full Period Extension**

If an *Insured Person* is on a *Business Trip* the occupational *Operative Time* under OP2 and OP3 is extended to “at any time between leaving an *Insured Person's* place of residence at the start of the *Business Trip* and return to place of residence at the end of the *Business Trip*.”

#### **OP5 - Away from Premises**

- While an *Insured Person* is carrying out their occupational duties and is not on the *Policyholder's* premises.
- While an *Insured Person* is travelling between place of residence and place of work where the travel is at the expense of the *Policyholder*.
- While an *Insured Person* is travelling between places of work where the travel is at the expense of the *Policyholder*.

#### **OP6 - 24 Hour Assault**

At any time where *Bodily Injury* is suffered by an *Insured Person* and is the direct result of an unprovoked malicious assault by another person.

#### **OP7 - Motor Vehicle Travel**

While an *Insured Person* is getting in and out of, travelling in, loading or unloading, carrying out emergency road-side repairs to and re-fuelling a motor vehicle owned, hired by or leased to the *Policyholder*, or any vehicle temporarily replacing it.

#### **OP8 - 24 Hour Robbery**

While an *Insured Person* is carrying out occupational duties for the *Policyholder* where *Bodily Injury* is the direct result of theft or attempted theft of the *Policyholder's* or an *Insured Person's* property.

#### **OP9 - Carrier**

While an *Insured Person* is travelling as a fare paying passenger on any land, sea or air vehicle licensed for the transportation of fare paying passengers.

#### **OP10 - Specific cover**

The period of time and scope of coverage specifically endorsed to a policy.

## 10. SECTION A – PERSONAL ACCIDENT

### 1. Section A1 – Accidental Death

If an *Insured Person* sustains a *Bodily Injury* which within two years solely and independently of any other cause results in death, the *Insurer* will pay the *Policyholder* or *Beneficiary* the benefit shown on the *Schedule* subject to the conditions below.

The total benefit payable under this Section A1 will be paid in excess of any benefit actually paid under Disability, if the *Accidental* death arises from the same *Bodily Injury*.

If an *Insured Person* sustains *Burns* which solely and independently of any other cause, results in death, the *Insurer* will pay the *Policyholder* or the *Beneficiary* twice benefit shown on the *Schedule*.

The benefit payable for Accidental death will be increased by 2% per *Child* up to a maximum of 10% of the benefit.

#### Extension to Accidental death

- 1) If an *Insured Person* disappears and after 365 days it is reasonable to believe that death resulted from *Bodily Injury*, the accidental death benefit - shown on the *Schedule* - will be paid provided that the *Policyholder* signs an agreement that if it later transpires that an *Insured Person* has not died, any amount paid will be refunded to the *Insurer*.
- 2) Death or Disability resulting from exposure to severe weather conditions will be considered to have been caused by *Bodily Injury*.
- 3) The benefit for Accidental death) for an *Insured Person* who is a *Child* will be limited to 3.000.000.-HUF except where an *Insured Person*, aged between 16 and 18 years of age at the time of sustaining *Bodily Injury*, is an *Employee*.
- 4) If an *Insured Person* is not covered for Accidental death the *Insurer* will not pay any benefit for Accidental Death or Disability until at least 13 weeks after the date of the *Accident* and the *Insurer* will only then pay if the *Insured Person* has not in the meantime died as a result of the *Accident*.
- 5) If a claim exceeds the *Scheduled Flight Accumulation Limit* or the *Any One Accident Limit* shown on the *Schedule*, the *Insurer* will pay an amount which is proportionately reduced until the total does not exceed the limit shown on the *Schedule*.
- 6) If the *Insured Person* reaches 80 years of age: In case of Accidental death the benefit will be reduced to 20% of the *Sum Insured* shown on the *Schedule* or 10.000.000.-HUF whichever is less.

#### 1/a Funeral expenses

In the event of a payment for Accidental Death the *Insurer* will pay reasonable funeral expenses incurred up to a maximum of 1.000.000.-HUF any one *Insured Person*.

### 2. Section A2 - Disability

If an *Insured Person* sustains a *Bodily Injury* which solely and independently of any other cause results in *Disability*, *Loss of Limb* or *Loss of Sense*, the *Insurer* will pay the *Insured Person* or *Beneficiary* the benefit shown on the *Schedule* subject to the conditions set out below.

Should the *Insured Person* is confined to wheelchair the *Insurer* will pay the cost of the reasonable house or vehicle modification expenses up to 500.000.-HUF. This benefit will be in addition to any amount paid Disability.

#### Definitions

##### *Loss of Limb*

In the case of a leg:

- a) loss by permanent physical severance at or above the ankle or
- b) permanent and total loss of use of a complete foot or leg.



In the case of an arm:

- a) loss by permanent physical severance of the four fingers at or above the meta carpo phalangeal joints (where the fingers join the palm of the hand) or
- b) permanent and total loss of use of a complete arm or hand.

**Loss of Sense:**

**Loss of Eye**

Permanent and total loss of sight:

- a) in both eyes if the *Insured Person* is officially confirmed to be blind.
- b) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

**Loss of Speech**

Total and permanent loss of speech.

**Loss of Hearing**

Total and permanent loss of hearing.

**Disability:**

**Permanent Total Disability**

Disability which totally prevents an *Insured Person* from working in their usual occupation for the *Policyholder* which in all probability will continue for the remainder of their natural life.

**Permanent Partial Disability**

A permanent disability benefit payable as a percentage of the *Sum Insured* under Item 4b, shown on the *Schedule*, depending on the degree of permanent disability. The benefits payable for specific disabilities are shown in the table below:

Permanent severance or permanent total loss of use (including ankylosis) of:	
a) one thumb	30%
b) forefinger	20%
c) any finger other than forefinger	10%
d) big toe	15%
e) any toe other than big toe	5%
f) shoulder or elbow	25%
g) wrist, hip, knee or ankle	20%
h) lower jaw by surgical operation	30%
Considerable loss of osseous substance of (definite and incurable condition):	
i) skull in all its thickness, surface of:	
a. - at least 6 sq. cm	40%
b. - 3 to 6 sq. cm	20%
c. - less than 3 sq. cm	10%
j) shoulder	40%
k) two bones of the forearm	30%
l) thigh or both bones of the leg	50%
m) knee-cap	20%
n) Shortening of lower limb by	
a. - at least 5 cm	30%
b. - 3 to 5 cm	20%
c. - 1 to 3 cm	10%
o) Total incurable insanity	100%
p) Permanent disability which is not provided for under items 2, 3a, 3b, 3c(i) & (ii), 4a of the <i>Schedule</i> or any of the benefits above, up to a maximum of 100% of Item 4b of the <i>Schedule</i> .	

Any *Permanent Partial Disablement* payable under item (p) will be assessed by considering the severity of the disablement in conjunction with the stated percentages for the specific types of disablement mentioned above. The *Insured Person's* occupation will not be a relevant factor.

When more than one form of disablement results from one *Accident* the percentages from each are added together but the *Insurer* will not pay more than 100% of the *Sum Insured* shown in the *Schedule*.

If a claim is payable for loss of or loss of use of a whole part of the body a claim for any component of that part cannot also be made.

When more than one form of *Permanent Partial Disability* results from one *Accident*, the percentages from each are added together, but the *Insurer* will not pay more than 100% of the *Sum Insured* shown in the *Schedule*.

The amount payable for ankylosis of the fingers (other than thumb and forefinger) and of the toes (other than the big toe) shall be 50 % of the compensation which would be due for the loss of those limbs.

### **Temporary Partial Disability**

Disability which prevents an *Insured Person* from carrying out the majority of the usual occupation for the *Policyholder*.

### **2/a Retraining expenses**

In the event of a payment for *Permanent Total Disability*, the *Insurer* shall indemnify the *Policyholder* for reasonable expenses incurred in retraining the *Insured Person* for an alternative occupation up to a maximum of 1.000.000.-HUF.

### **2/b Wheelchair**

In the event of a payment for *Permanent Disability*, which results in the necessity for the *Insured Person* to use a wheelchair, the *Insurer* will reimburse the *Policyholder* for the cost of wheelchair up to a maximum of 1.000.000.-HUF.

### **Conditions applicable to Disability:**

- 1) Disability resulting from exposure to severe weather conditions will be considered to have been caused by *Bodily Injury*.
- 2) If an *Insured Person* is not an *Employee* then *Permanent Total Disability* is defined as disability totally prevents an *Insured Person* from working in gainful employment of any and every kind which in all probability will continue for the remainder of their natural life". No benefit will be payable under *Temporary total* or *partial disability*.
- 3) The total amount payable under this Section to cover more than one *Bodily Injury* resulting from one *Accident*, shall be calculated by addition of amounts covering each *Bodily Injury*, but the *Insurer* will not pay more than the *Total Sum Insured* under this Section unless *accidental reimbursement*, *retraining expenses* *funeral expenses* or *wheelchair expenses* benefit is paid.
- 4) When more than one form of disablement results from one *Accident* the percentages from each are added together but the *Insurer* will not pay more than 100% of the *Sum Insured* shown in the *Schedule*.
- 5) If a claim is payable for loss of or loss of use of a whole part of the body a claim for loss of any component of that part cannot also be made.
- 6) If a claim exceeds the *Scheduled Flight Accumulation Limit* or the *Any One Accident Limit* shown on the *Schedule*, the *Insurer* will pay an amount which is proportionately reduced until the total does not exceed the limit shown on the *Schedule*.
- 7) Payment for *Temporary Total Disability* will cease on payment of *Permanent Total Disability* or the *Benefit period* as shown on the *Schedule*, whichever occurs first.
- 8) If the *Insured Person* reaches 80 years of age: In case of *Disability* the benefit will be reduced to 20% of the *Sum Insured* shown on the *Schedule* or 10.000.000.-HUF whichever is less.

### **3. Hospital Cash in case of accident**

In the event of an *Insured Person* being admitted to a hospital as an in-patient as a result of *Bodily Injury*, (before or after diagnosis), the *Insurer* will pay the *Policyholder* or the *Insured Person* the daily stated on the *Schedule* ("*Hospital Cash benefit*") for each day in the Hospital up to the maximum number of days shown in the *Schedule* after the relevant *Deferment Period* shown in the *Schedule* has elapsed.

If the *Insured Person* staying in a hospital as an in-patient as a result of *Bodily Injury* more than 5 day, the *Insurer* will pay the expenses of the transportation of the family member (who is living in the same household) if the hospital is 50km away from his residence up to 50.000.-HUF.

#### Exclusion applicable to Hospital Cash

The *Insurer* will not pay any *Hospital Cash benefit* resulting from or due to:

- treatments for nervous or mental problems whatever their classification;
- rest cures of any kind and all stays in long term institutions including but not limited to retirement homes, convalescence centres and centres of detoxication;
- investigations, operations or treatment of a purely cosmetic nature or for obesity, impotence or to facilitate conception;
- pregnancy or giving birth;
- hospitalisation later than 180 days after the date of the *Bodily Injury* or *Sickness*.

The *Insurer* does not pay and benefit If the *Insured Person* reaches 80 years of age.

#### Extension to Hospital Cash

##### Unconsciousness

In the event of *Bodily Injury* being sustained by an *Insured Person* which results in the continuous unconsciousness of the *Insured Person*, the *Insurer* will pay the *Policyholder* or the *Insured Person* the *Hospital Cash Benefit* for each day of continuous unconsciousness, up to a maximum period of 365 days. This benefit will be in addition to any amount paid under extension 3 ("*Hospital Cash*") above.

##### 3/a Home Convalescence

The *Insurer* will pay the *Hospital Cash benefit* if an *Insured Person* is instructed by *Medical Practitioner* to complete his or her recovery at home following a valid claim for Hospital Cash. The benefit will be limited to the maximum number of days an *Insured Person* received the *Hospital Cash Benefit*.

#### 4. Hospital Cash in case of sickness

In the event of an *Insured Person* being admitted to a hospital as an in-patient as a result of *Bodily Injury* or *Sickness*, (before or after diagnosis), the *Insurer* will pay the *Policyholder* or the *Insured Person* the daily benefit stated on the *Schedule* ("*Hospital Cash benefit*") for each day in the Hospital up to the maximum number of days shown in the *Schedule* after the relevant *Deferment Period* shown in the *Schedule* has elapsed.

If the *Insured Person* staying in a hospital as an in-patient as a result of *Bodily Injury* more than 5 day, the *Insurer* will pay the expenses of the transportation of the family member (who is living in the same household) if the hospital is 50km away from his residence up to €250.

#### Exclusion applicable to Hospital Cash

The *Insurer* will not pay any *Hospital Cash benefit* resulting from or due to:

- treatments for nervous or mental problems whatever their classification;
- rest cures of any kind and all stays in long term institutions including but not limited to retirement homes, convalescence centres and centres of detoxication;
- investigations, operations or treatment of a purely cosmetic nature or for obesity, impotence or to facilitate conception;

- pregnancy or giving birth;
- hospitalisation later than 180 days after the date of the *Bodily Injury* or *Sickness*.

The *Insurer* does not pay and benefit If the *Insured Person* reaches 80 years of age.

### Extension to Hospital Cash

#### Unconsciousness

In the event of *Bodily Injury* being sustained by an *Insured Person* which results in the continuous unconsciousness of the *Insured Person*, the *Insurer* will pay the *Policyholder* or the *Insured Person* the *Hospital Cash Benefit* for each day of continuous unconsciousness, up to a maximum period of 365 days. This benefit will be in addition to any amount paid under extension 3 ("*Hospital Cash*") above.

#### 4/a Home Convalescence

The *Insurer* will pay the *Hospital Cash benefit* if an *Insured Person* is instructed by *Medical Practitioner* to complete his or her recovery at home following a valid claim for Hospital Cash. The benefit will be limited to the maximum number of days an *Insured Person* received the *Hospital Cash Benefit*.

### 5. Fracture

If an *Insured Person* sustains *Bodily Injury* which, within one month solely and independently of any other cause, results in a *Fracture*, the *Insurer* will pay the *Policyholder* or the *Insured Person* a percentage of the *Sum Insured* under Items 6/1 shown on the *Schedule*, depending on the type of *Fracture* sustained. The percentages payable for specific *Fractures* are:

#### Fracture

A break in the continuity of a bone.

Fracture of:		
a)	Hip, pelvis (excluding coccyx), Heel	100%
b)	Lower Leg, Clavicle, Ankle, Elbow, Upper or Lower Arm, Wrist, Spinal Column (Vertebrae but excluding coccyx), Lower Jaw	80%
c)	Shoulder Blade, Kneecap, Sternum, Hand (excluding Fingers and wrist), Foot (excluding toes and heel)	50%
d)	Rib or Ribs, Cheekbone, Coccyx, Upper Jaw, Nose, Toe and toes, Finger or fingers	30%

When more than one *Fracture* results from one *Accident* the percentages from each are added together but the *Insurer* will not pay more than 100% of the *Sum Insured* stated in the *Schedule*.

In the event that a *Policyholder* or *Insured Person* has received a benefit for *Fracture*, and the same *Bodily Injury* results in *Permanent Partial Disability*, any benefits paid for *Fracture* will be deducted from the *Permanent Partial Disability* benefit and the *Insurer* will only pay the difference.

#### Exclusions applicable to Fracture

The *Insurer* will not pay any benefit for:

- pathological hairline *Fractures* (capillary fractures);
- *Fractures* arising from or contributed to by Osteoporosis;
- Reductions without anaesthesia.

The *Insurer* does not pay and benefit If the *Insured Person* reaches 80 years of age.

## 6. Fracture – lump sum benefit

If an *Insured Person* sustains *Bodily Injury* which, within one month solely and independently of any other cause, results in a *Fracture*, the *Insurer* will pay the *Policyholder* or the *Insured Person* the *Sum Insured* shown on the *Schedule* irrespective of the type and number of *Fractures* sustained.

### **Fracture**

A break in the continuity of a bone.

### **Exclusions applicable to Fracture**

The *Insurer* will not pay any benefit for:

- pathological hairline *Fractures* (capillary fractures);
- *Fractures* arising from or contributed to by Osteoporosis;
- Reductions without anaesthesia.
- fracture of teeth, crown

The *Insurer* does not pay and benefit if the *Insured Person* reaches 80 years of age.

## 7. Burns

If an *Insured Person* sustains a *Bodily Injury* which, within one month solely and independently of any other cause, results in a *Burn*, the *Insurer* will pay the *Policyholder* or the *Insured Person* a percentage of the *Sum Insured* shown on the *Schedule*, depending on the type of *Burn* sustained.

The percentages payable for specific types of *Burn* are set out below:

<b>For Burns of second, third or fourth degree, the Insurer will pay the percentage set out below of the Sum Insured shown on the Schedule under Item 7:</b>	
27% or more of the body surface	100%
18% or more, but less than 27%, of the body surface	60%
9% or more, but less than 18%, of the body surface	35%
4.5% or more, but less than 9%, of the body surface	20%
<b>For Burns of first degree, the Insurer will pay the percentage set out below of the Sum Insured shown on the Schedule under Item 7:</b>	
0,5% or more, but less than 5%	1%
5% or more, but less than 10%	3%
10% or more, but less than 20%	5%
20% or more, but less than 30%	7%
30% or more, but less than 40%	10%
40% or more, but less than 50%	20%
50% or more, but less than 60%	25%
60% or more, but less than 70%	30%
70% or more, but less than 80%	40%
80% or more, but less than 90%	60%
over 90%	80%
Respiratory way burn	30%

### **Conditions applicable to Burns**

1. with head and/or neck burn, the benefit is increased by:
  - 5% with a burn area up to 5% of body surface
  - 10% with a burn area up of 5% to 10% of body surface
2. with perineum burn, the insurance payment increased by 10%
3. if burn shock is diagnosed the – benefit is increased by 20%

4. 1% of the injured body surface equals to area of the palm and finger surface

**8. In hospital surgery benefit due to accident**

In the event of an *Insured Person* being admitted to a hospital as an *In-patient* and undergoing a surgical procedure by a *Medical Practitioner* as a result of *Bodily Injury* sustained during the *Operative Time* the *Insurer* agree to pay the *Policyholder* or the *Insured Person* a percentage of the *Sum Insured* shown on the *Schedule*, depending on the type of surgical procedure performed, in excess of the *Deductible* if applicable.

**Definitions:**

***In-patient***

A person who is confined in a hospital as a resident patient and who is charged at least one day's room and board in the hospital.

***Invasive Surgery***

Any surgery that involves entering the specific body cavity shown in the In-hospital Surgery Table of Benefits.

**Conditions applicable to in hospital surgery benefit**

If more than one surgical procedure is performed during the same operative sessions, the amount payable for all the procedures performed will be the amount corresponding to the procedure of the highest percentage.

Any surgical procedure not provided for in the In-hospital Surgery Table of Benefits will be compensated at the complete discretion of the *Insurer* taking into consideration the nature of the surgical procedure in conjunction with the stated percentages for the specific surgical procedures shown in the In-hospital Surgery Table of Benefits.

**In-hospital Surgery Table of Benefits**

Description of surgical procedure	The Benefit Expressed as a % of Sum Insured
<b>ABDOMEN</b>	
Two or more surgical procedures performed through the same abdominal incision will be considered as one operation.	
a) Resection of bowel	70
b) Laparotomy for diagnostic or treatment purposes or the removal of one or more organs, unless herein provided	50
<b>AMPUTATION OF</b>	
a) One finger or one toe	10
b) Hand, forearm or foot at ankle	20
c) Leg, arm or thigh	40
d) Thigh at hip	70
<b>BREAST</b>	
a) Mastectomy one or both, partial	40
<b>CHEST</b>	
a) Thoracoscopy for diagnostic, or treatment purposes	20
b) Bronchoscopy – diagnostic	10
c) Bronchoscopy – operative, excluding biopsy	20
<b>EYE</b>	
a) Removal of eyeball	30
<b>FRACTURES (simple)</b>	
<ul style="list-style-type: none"> <li>• For compound <i>Fractures</i> the benefit is increased by 50%, but will not exceed the maximum <i>Sum Insured</i> in the <i>Schedule</i>.</li> <li>• For <i>Fractures</i> requiring an open operation including bone grafting or bone splicing, the benefit is increased by 100%, but will not exceed the maximum <i>Sum Insured</i> in the <i>Schedule</i>.</li> </ul>	
a) Collar bone, shoulder blade, or forearm, one bone	15
b) Coccyx, tarsals, metatarsals or Talar bone	10
c) Thigh	40
d) Upper arm or leg	25
e) Fingers or toes, each, or rib	5
f) Forearm – two bones, knee cap, or pelvis not requiring traction	20
g) Leg, two bones	30
h) Jaw, lower	20
i) Carpals, metacarpals, nose, ribs (two or more) or Sternum	10
j) Pelvis, requiring traction	30
k) Vertebrae, transverse processes, each	5
l) Vertebrae, compression fracture, one or more	40
m) Wrist	10
<b>GENITO – URINARY TRACT</b>	
a) Removal of kidney	70
b) Bladder surgery	40
<b>JOINTS AND DISLOCATIONS</b>	
For dislocations requiring an open operation the benefit is increased by 100%, but will not exceed the maximum <i>Sum Insured</i> in the <i>Schedule</i> .	
a) Incision into joint for disease or disorder, except as herein otherwise provided and except tapping	15
b) Arthroscopy of shoulder, elbow, hip or knee joint, tapping excepted	40

c)	Excision, open fixation, disarticulation or arthroplasty on shoulder, hip or spine	75
d)	Excision, open fixation, disarticulation or arthroplasty on knee, elbow, wrist or ankle	35
e)	Dislocation of fingers or toes, each	5
f)	Dislocation of shoulder or elbow, wrist or ankle	15
g)	Dislocation of lower jaw	5
h)	Dislocation of hip or knee, knee cap excepted	20
i)	Dislocation of knee cap	5
<b>PARACENTESIS tapping of:</b>		
a)	Abdomen	10
b)	Chest or bladder, catheterization excepted	5
<b>SKULL</b>		
a)	Skull surgery due to accident	100

The *Insurer* will not pay any Benefit where the surgical procedure is the result of or is contributed to by:

- 1) pregnancy, childbirth, miscarriage or abortion or any female reproductive disease.
- 2) hospital surgery benefit if it is caused by sickness

#### 9. In hospital surgery benefit due to accident and sickness

In the event of an *Insured Person* being admitted to a hospital as an *In-patient* and undergoing a surgical procedure by a *Medical Practitioner* as a result of *Bodily Injury* or *Sickness* sustained during the *Operative Time* the *Insurer* agree to pay the *Policyholder* or the *Insured Person* a percentage of the *Sum Insured*, shown on the *Schedule*, depending on the type of surgical procedure performed, in excess of the *Deductible* if applicable.

#### Definitions

##### ***In-patient***

A person who is confined in a hospital as a resident patient and who is charged at least one day's room and board in the hospital.

##### ***Invasive Surgery***

Any surgery that involves entering the specific body cavity shown in the In-hospital Surgery Table of Benefits.

#### Conditions applicable to Memorandum M3

If more than one surgical procedure is performed during the same operative sessions, the amount payable for all the procedures performed will be the amount corresponding to the procedure of the highest percentage.

Any surgical procedure not provided for in the In-hospital Surgery Table of Benefits will be compensated at the complete discretion of the *Insurer* taking into consideration the nature of the surgical procedure in conjunction with the stated percentages for the specific surgical procedures shown in the In-hospital Surgery Table of Benefits.



**In-hospital Surgery Table of Benefits**

Description of surgical procedure	The Benefit Expressed as a % of Sum Insured
<b>ABDOMEN</b>	
Two or more surgical procedures performed through the same abdominal incision will be considered as one operation.	
a) Appendectomy	50
b) Resection of bowel	70
c) Resection of stomach	70
d) Gastro-enterostomy	60
e) Removal of gall-bladder	70
f) Laparotomy for diagnostic or treatment purposes or the removal of one or more organs, unless herein provided	50
g) Laparoscopy for diagnostic or treatment purposes	50
<b>ABSCESS</b>	
a) Incision of superficial abscess, boil or furuncle, one or more	50
b) Treatment of carbuncle or abscess requiring hospitalisation, one or more	10
<b>AMPUTATION OF</b>	
a) One finger or one toe	10
b) Hand, forearm or foot at ankle	20
c) Leg, arm or thigh	40
d) Thigh at hip	70
<b>BREAST</b>	
a) Mastectomy of one or both, radical with resection into axilla	70
b) Mastectomy one or both, partial	40
<b>CHEST</b>	
a) Complete thoracoplasty	100
b) Removal of lung or portion of lung	70
c) Thoracoscopy for diagnostic, or treatment purposes	20
d) Bronchoscopy – diagnostic	10
e) Bronchoscopy – operative, excluding biopsy	20
f) Cardiac surgery involving valvular replacement	100
g) Cardiac surgery involving by pass surgery	75
h) Cardiac surgery involving angioplasty	50
<b>EAR</b>	
a) Myringotomy	5
b) Mastoidectomy – radical – one side	50
c) Mastoidectomy – radical – both sides	60
d) Fenestration, one or both sides	100
<b>OESOPHAGUS</b>	
a) Operation for stricture	40
b) Gastroscopy	10
<b>EYE</b>	
a) Detached retina – multiple fusions	100
b) Cataract	50
c) Glaucoma	30
d) Removal of eyeball	30
e) Removal of pterygium	20

f)	Incision of sty or chalazion	5
<b>FRACTURES (simple)</b>		
<ul style="list-style-type: none"> <li>For compound Fractures the benefit is increased by 50%, but will not exceed the maximum Sum Insured in the Schedule.</li> <li>For Fractures requiring an open operation including bone grafting or bone splicing, the benefit is increased by 100%, but will not exceed the maximum Sum Insured in the Schedule.</li> </ul>		
a)	Collar bone, shoulder blade, or forearm, one bone	15
b)	Coccyx, tarsals, metatarsals or Talar bone	10
c)	Thigh	40
d)	Upper arm or leg	25
e)	Fingers or toes, each, or rib	5
f)	Forearm – two bones, knee cap, or pelvis not requiring traction	20
g)	Leg, two bones	30
h)	Jaw, lower	20
i)	Carpals, metacarpals, nose, ribs (two or more) or Sternum	10
j)	Pelvis, requiring traction	30
k)	Vertebrae, transverse processes, each	5
l)	Vertebrae, compression fracture, one or more	40
m)	Wrist	10
<b>GENITO – URINARY TRACT</b>		
a)	Removal of kidney	70
b)	Fixation of kidney	70
c)	Laparotomy for diagnostic or treatment purposes of tumours or stones in kidney, urethra, or bladder by Invasive Surgery	60
d)	Laparotomy for diagnostic or treatment purposes or the removal of tumours or stones in kidney, urethra, or bladder by cauterisation, endoscopic means or lithotripsy	20
e)	Stricture of urethra – open operation	30
f)	Intra-urethral by Invasive Surgery	15
g)	Prostrate entire removal of open operation – complete procedure	70
h)	Prostrate partial removal – by endoscopic means	25
i)	Prostrate by other cutting operation	50
j)	Orchidectomy or epididymectomy	25
k)	Hydrocele or varicocele	10
l)	Removal of fibroid tumours, without abdominal approach	20
<b>THYROID</b>		
a)	Partial or total removal of thyroid, including all stages of operative procedure	70
<b>HERNIA</b>		
a)	Invasive Surgery – single hernia	20
b)	Invasive Surgery – double hernia	25
c)	Radical operation, including injection treatment for cure of single hernia	40
d)	Radical operation, including injection treatment for cure of double hernia	50
<b>JOINTS AND DISLOCATIONS</b>		
For dislocations requiring an open operation the benefit is increased by 100%, but will not exceed the maximum Sum Insured in the Schedule.		
a)	Incision into joint for disease or disorder, except as herein otherwise provided and except tapping	15
b)	Arthroscopy of shoulder, elbow, hip or knee joint, tapping excepted	40
c)	Excision, open fixation, disarticulation or arthroplasty on shoulder, hip or spine	75

d)	Excision, open fixation, disarticulation or arthroplasty on knee, elbow, wrist or ankle	35
e)	Dislocation of fingers or toes, each	5
f)	Dislocation of shoulder or elbow, wrist or ankle	15
g)	Dislocation of lower jaw	5
h)	Dislocation of hip or knee, knee cap excepted	20
i)	Dislocation of knee cap	5
<b>NOSE</b>		
a)	Intranasal sinus operation	15
b)	Extra nasal sinus operation	35
c)	Polyps, removal one or more	5
d)	Submucous resection	25
e)	Turbinectomy	10
<b>PARACENTESIS tapping of:</b>		
a)	Abdomen	10
b)	Chest or bladder, catheterization excepted	5
c)	Ear drum, hydrocele, joints or spine	5
<b>RECTUM and RECTOSCOPY</b>		
a)	Radical resection for malignancy, all stages including colostomy	100
b)	Hemorrhoids, external only, excision – complete procedure	10
c)	Hemorrhoids internal or internal and external including prolapsed rectum, total for excision or complete injection treatment	20
d)	Fistula in ano	15
e)	Fissure in ano	5
f)	Rectoscopy with or without biopsy	10
g)	Colonoscopy with or without biopsy	15
h)	Other cutting operations on rectum	20
<b>SKULL</b>		
a)	Craniotomy for urgent removal of hematoma	100
b)	Craniotomy involving vascular surgery	75
c)	Craniotomy for removal of tumours	75
<b>THROAT</b>		
a)	Tonsillectomy or tonsillectomy and adenoidectomy for adults and children 15 years of age and older	15
b)	tonsillectomy or tonsillectomy and adenoidectomy for children under 15 years of age	10
c)	Use of laryngoscope for diagnosis	5
<b>TUMORS – surgical removal of:</b>		
a)	Malignant tumors except those of the mucous membrane, skin and subcutaneous tissue	50
b)	Malignant tumors of the mucous membrane, skin and subcutaneous tissue	25
c)	Pilonidal sinus or cyst, cutting operation	25
d)	Benign tumors of the testicle or breast	20
e)	Ganglion	5
f)	Benign tumours, one or more, except as otherwise herein provided	10
g)	Varicose – complete procedure on all veins whether cutting operation or injection treatment – one leg	20
h)	Varicose – complete procedure on all veins whether cutting operation or injection treatment – two legs	30

## Exclusions

The *Insurer* will not pay any Benefit where the surgical procedure is the result of or is contributed to by: pregnancy, childbirth, miscarriage or abortion or any female reproductive disease.

### 10. Temporary Total Disability (as a result of accident) – lump sum

In the event of and Insured Person suffering temporary total disablement within the Period of Insurance as a result of accident which prevents the *Insured Person* from carrying out all parts of the usual occupation for the *Policyholder*.

In the event of a dispute arising as to when *Temporary Total Disability* or *Temporary Partial Disability* ceased, the date shall be finally determined with reference to a report of a *Medical Practitioner* commissioned by the *Insurer*.

The *Insurer* does not pay and benefit If the *Insured Person* reaches 80 years of age.

### 11./a Temporary Total Disability (as a result of accident) – daily benefit

In the event of and Insured Person suffering temporary total disablement within the Period of Insurance as a result of accident which prevents the *Insured Person* from carrying out all parts of the usual occupation for the *Policyholder*.

## Exclusions

The *Company* shall not be liable for any claim arising directly or indirectly resulting from or attributable to:

- a) the *Insured person* suffering from and physical defect or infirmity existing prior to the initial start date of the policy
- b) *sickness* after the expiry of the period of Insurance when the *insured person* reaches 65 years of age or become eligible to retirement, disability or accidental pension
- c) exclusions as per the general exclusions of this policy
- d) post traumatic stress disorder, stress or depression
- e) *illness* occurs after the termination of the mandatory public health insurance of the *Insured Person*.

The *Insurer* shall not be liable for any benefit which, from all sources, is greater than 100% of the persons normal *Daily Net Wage*.

The *Insurer* does not pay and benefit If the *Insured Person* reaches 80 years of age.

### 11./b Temporary Total Disability (as a result of accident or sickness) – daily benefit

In the event of an *Insured Person* suffering temporary total disablement within the *Period of Insurance* as a result of *sickness* which first manifests itself during the *Period of Insurance* and results in the *Insured person* being temporarily and completely unable to carry out all parts of the usual occupation for the *Policyholder*, the *Insurer* will pay to the *Insured Person* the amount shown in the *Schedule*.

The *Insurer* shall not be liable for any benefit which, from all sources, is greater than 85% of the persons normal *Daily Net Wage*.

### Special conditions applicable to Temporary Total Disability (as a result of sickness):

*Insured Person* will report to the *Insurer* when becomes eligible to the retirement, disability, accidental pension within 15 days from the date of receipt of the resolution of the Central Administration of National Pension Insurance.

## Provisions

Benefit is not payable in respect of an *Insured Person*:

- a) for more than 180 days in respect of any *sickness*
- b) for the number of days of each period of disablement as shown in the *schedule* under the deferment period
- c) for any period in which substantiating medical evidence about the incapacity of work of the *Insured Person* is not provided by a *Medical Practitioner*

- d) within two month of the expected date of birth if an *Insured Person* is pregnant and *Bodily Injury* or *Sickness* has resulted from the pregnancy.
- e) for temporary disablement which is considered as passive sick pay under the regulations on the mandatory public health insurance scheme
- f) for temporary total disability when the *Insured Person* is not entitled to a sick pay under the mandatory public health insurance scheme
- g) Psychiatric illness or mental disorders including depression, bereavement, stress, or stress related conditions,
- h) Geriatric care, operations or treatments which are not medically necessary, including cosmetic or beauty treatment unless this is the result of an *accident* where a *Medical Practitioner* recommends to the *Insured Person* to have cosmetic treatment,
- i) Backache and related conditions howsoever caused unless the *Insured Person* have medical documents (for example, a MRI scan or X-rays) as evidence of a diagnosed medical condition,
- j) Occupational sicknesses as defined by the law LXXXIII of 1997 on the benefits of the mandatory public health insurance,
- k) Industrial accidents as defined by the law LXXXIII of 1997 on the benefits of the mandatory public health insurance.

#### Exclusions

The *Company* shall not be liable for any claim arising directly or indirectly resulting from or attributable to:

- a) the *Insured person* suffering from and physical defect or infirmity existing prior to the initial start date of the policy
- b) *sickness* after the expiry of the period of Insurance when the *insured person* reaches 65 years of age or become eligible to retirement, disability or accidental pension
- c) exclusions as per the general exclusions of this policy
- d) post traumatic stress disorder, stress or depression
- e) *illness* occurs after the termination of the mandatory public health insurance of the *Insured Person*.

#### 12. Accidental Reimbursement

If an *Insured Person* sustains *Bodily Injury* which results in a benefit being paid under this policy during the *Operative Time* and *Period of Insurance* the *Insurer* will pay the *Insured Person* for

- the cost of replacement, cleaning and repair up to the *Sum Insured* stated in the *Schedule* of the damaged clothes, personal property and personal documents, if the damaged would be reimbursed otherwise.
- If the damaged clothes or personal property can not be economically repaired, the *Insurer* will pay for the cost of replacement.
- additional costs reasonably incurred by an *Insured Person* for food and drink expenses, telephone calls and taxi fares as result of an *Injury*.
- the cost of treatment received in a dental surgery or in an Accident and Emergency department of a hospital following damage caused by the *Accident* to sound and natural teeth when given by a *Medical Practitioner* or *Dental Practitioner*.
- the cost of prescription spectacles or contact lenses that need to be replaced or repaired due to the *Accident*, or the cost of obtaining prescribed spectacles or contact lenses within 30 days of an *Injury* due to eye damage; the *Insurer* will also pay for an eye test if required.

#### Exclusions applicable:

- 1) loss of cash, banknotes from Hungary or other countries, checks, postal checks, debit and credit cards, social security card, tax card, tickets and passes, travelers' checks, traveller's tickets, any securities, petrol or other fuel coupons,
- 2) losses or damages of sports equipment and the accessory equipment,
- 3) losses or damages in samples of goods, tools, working equipment, food,
- 4) watches or clocks (over 15 000 HUF), jewellery, semiprecious and precious stones, noble metals, valuable furs,
- 5) losses or damages of objects of art, antiquities, collectibles or furniture,
- 6) losses or damages of personal computers, cameras, video cameras, mobile phones, musical instruments, technical equipment and its accessories,

- 7) losses or damages in vehicles or their accessories.  
8) The *Insurer* does not pay and benefit if the *Insured Person* reaches 80 years of age.

### 13. Critical Illness

If the *Insured Person* is diagnosed with a *Critical Illness*, the symptoms of which first appear during the *Period of Insurance*, the *Insurer* will pay the *Policyholder* or the *Insured Person* the benefit shown in the *Schedule*.

A *Critical Illness* is considered to be diagnosed only if the *Insured Person* has been examined by one or more *Medical Practitioners*, each of which is a certified specialist with respect to the disease or illness corresponding to the *Critical Illness*, and a written report prepared by or under the supervision of each *Medical Practitioner* satisfies all the diagnostic requirements specified in this Policy for that *Critical Illness*.

#### Definitions applicable to Critical Illness

##### **Critical Illness**

Disease or incapacity, as specified below, of the *Insured Person*, the symptoms of which first appear and are first diagnosed during the *Period of Insurance* excluding the *Waiting Period* or *Survival Period*. A *Critical Illness* is considered “diagnosed” only if the *Insured Person* has been examined by one or more *Medical Practitioners* each of which is a certified specialist in respect to the relevant disease or incapacity, and a written report(s) prepared by or under the supervision of each *Medical Practitioner* satisfies each and every diagnostic requirement specified in this Policy corresponding to that *Critical Illness*.

*Major Cancer, Heart Attack, Stroke, Coronary Artery by-pass surgery, Surgery to the Aorta, Heart Valves surgery, Kidney Failure, Blindness (loss of sight), Major Organ/Bone Marrow Transplant, Multiple Sclerosis, Paralysis (loss of use of limbs), Motor Neurone Disease, Alzheimers disease/Severe dementia, Major Burns* as further defined below.

##### **Alzheimer’s disease/severe dementia**

Deterioration or loss of intellectual capacity as confirmed by clinical evaluation and imaging tests, arising from Alzheimer’s disease or irreversible organic disorders, resulting in significant reduction in mental and social functioning requiring the continuous supervision of the insured person. This diagnosis must be supported by the clinical confirmation of an appropriate *Medical Practitioner* and supported by the *Insurer’s* appointed *Medical Practitioner*. The following are excluded:

- Non –organic diseases such as neurosis and psychiatric illnesses
- Stress, depression
- Alcohol or drug related brain damage

##### **Blindness (Loss of Sight)**

Total and irreversible loss of sight in both eyes as a result of *Accident* or *Sickness*. The blindness must be confirmed by an ophthalmologist.

##### **Coronary Artery By-pass Surgery**

The actual undergoing of open-chest surgery to correct the narrowing or blockage of one or more coronary arteries with bypass grafts. This diagnosis must be supported by angiographic evidence of significant coronary artery obstruction and the procedure must be considered medically necessary by a consultant cardiologist. Angioplasty and all other intra arterial, catheter based techniques, ‘keyhole’ or laser procedures are excluded from this definition.

##### **Heart Attack**

Death of a portion of the heart muscle arising from inadequate blood supply to the relevant area. This diagnosis must be supported by three or more of the following five criteria which are consistent with a new heart attack:

- History of typical chest pain;
- New electrocardiogram (ECG) changes proving infarction;
- Diagnostic elevation of cardiac enzyme CK-MB;
- Diagnostic elevation of Troponin (T or I);
- Left ventricular ejection fraction less than 50% measured 3 months or more after the event.

### **Heart Valves Surgery**

Actual undergoing of Open-Heart surgery to replace or repair heart valve abnormalities. The diagnosis of heart valve abnormality must be supported by cardiac catheterization or echocardiogram and the procedure must be considered medically necessary by a consultant cardiologist.

**Initial Start Date** The date when cover first started.

### **Kidney Failure**

Chronic irreversible failure of both kidneys requiring either permanent renal dialysis or kidney transplantation.

### **Major Burns**

Third degree burns (full thickness of the skin) covering at least 40% of the surface of the *Insured Person's* body.

### **Major Cancers**

Malignant tumour characterised by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissue. This diagnosis must be supported by histological evidence of malignancy and confirmed by an oncologist or pathologist.

The following are excluded:

- Tumours showing the malignant changes of carcinoma-in-situ and tumours which are histologically described as pre-malignant or non-invasive, including, but not limited to: Carcinoma-in-Situ of the Breasts, Cervical Dysphasia CIN-1, CIN-2 and CIN-3 Hyperkeratosis, basal cell and squamous skin cancers, and melanomas of less than 1.5mm Breslow thickness, or less than Clark Level 3, unless there is evidence of metastases; Prostate cancers histologically described as TNM Classification T1a or T1b or Prostate cancers of another equivalent or lesser classification, T1N0M0 Papillary micro-carcinoma of the Thyroid less than 1 cm in diameter, Papillary micro-carcinoma of the Bladder, and Chronic Lymphocytic Leukaemia less than RAI Stage 3; Hodgkin's Disease less than stage III in spread.
- All tumours in the presence of HIV or AIDS

### **Major Organ /Bone Marrow Transplantation**

The receipt of a transplant of:

- Human bone marrow using haematopoietic stem cells preceded by total bone marrow ablation; or
- Human heart, lung, liver, kidney or pancreas that resulted from irreversible end stage failure of the relevant organ.

Other stem cell transplants are excluded

### **Motor Neurone Disease**

Motor neurone disease characterised by progressive degeneration of corticospinal tracts and anterior horn cells or bulbar efficient neurones which include spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis and primary lateral sclerosis. This diagnosis must be confirmed by a neurologist as progressive and resulting in permanent neurological deficit.

### **Multiple Sclerosis**

Definite occurrence of Multiple Sclerosis. The diagnosis must be supported by all of the following:

- Investigations which unequivocally confirm the diagnosis to be Multiple Sclerosis; and
- Multiple neurological deficits which occurred over a continuous period of at least 6 months; and
- Well documented history of exacerbations and remissions of said symptoms and neurological deficits.

Other causes of neurological damage such as SLE and HIV are excluded.

### **Paralysis (loss of use of limbs)**

Total and irreversible loss of use of at least two entire limbs due to injury or disease. This condition must be confirmed by a

senior neurologist.

### **Stroke**

Cerebrovascular incident including infarction of brain tissue, cerebral and subarachnoid haemorrhage, cerebral embolism and cerebral thrombosis. This diagnosis must be supported by both of the following conditions:

- Evidence of permanent neurological damage confirmed by a neurologist at least 6 weeks after the event; and
- Findings on Magnetic Resonance Imaging, Computerised Tomography, or other reliable imaging techniques consistent with the diagnosis of a new stroke.

The following are excluded:

- Transient Ischemic Attacks;
- Brain damage due to an accident or injury, infection, vasculitis, and inflammatory disease;
- Vascular disease affecting the eye or optic nerve; and
- Ischemic disorders of the vestibular system.

### **Surgery to the Aorta**

Actual undergoing of surgery to repair or correct an aneurysm, narrowing, obstruction or dissection of the aorta through surgical opening of the chest or abdomen. For the purpose of this definition, aorta shall mean the thoracic and abdominal aorta but not its branches

### **Survival Period**

The period as shown on the *Schedule* which the *Insured Person* must survive following the initial diagnosis of *Critical Illness*

### **Waiting Period**

The period shown on the *Schedule* from the *Initial Start Date* of the Policy or the date of any increase in benefit in respect of any *Insured Person*. Where a *Waiting Period* is in respect of an increase in *Sum Insured*, the *Waiting Period* shall only be in respect of the increase in *Sum Insured*.

### **General Conditions applicable to Critical Illness**

- Coverage under Section C shall be terminated in respect of any *Insured Person* upon payment of a benefit for a *Critical Illness* and *Policyholder* will no longer be required to pay any premium in respect of this *Insured Person*.
- No benefit is due for *Critical Illness* first diagnosed in the *Waiting Period*.
- No benefit is due for *Critical Illness* if the *Insured Person* dies during the *Survival Period*
- Any benefit for a claim accepted by the *Insurer* under Section C will become payable after the expiry of the *Survival Period*
- Only one payment up to the *Sum Insured* shown in the *Schedule* in respect of *Critical Illness* will be paid to any *Insured Person*.

### **Exclusions applicable to Critical Illness**

The *Insurer* will not pay any claim arising directly or indirectly from:

- 1) any *Sickness* other than specified as *Critical Illness*;
- 2) any *Critical Illness*, the signs or symptoms of which first occurred prior to or within ninety (90) days following the *Initial Start Date*;
- 3) any *Critical Illness* resulting from a physical or mental condition which existed before the *Initial Start Date* which was not disclosed and accepted by the *Insurer* in writing;
- 4) congenital anomalies;
- 5) any diagnosis made by the *Insured Person* or his/her immediate family member or anyone who is living in the same household as the *Insured Person* or by a herbalist, acupuncturist or other non-traditional health care provider;
- 6) surgery or medical treatment;



- 7) ***Critical Illness*** as a result of alcoholic or narcotic dependence;
- 8) **any *Critical Illness*** in which the *Insured Person* dies during *Survival Period*;
- 9) **any *Critical Illness*** during the *Waiting Period*;
- 10) **more than one *Critical Illness*** in respect of any one *Insured Person*.

#### **14. Medical Expenses**

The *Insurer* will pay benefits for the *Usual and reasonable costs*, subject to any *Deductible* and the maximum amount stated in the *Schedule of Benefits for Covered Medical Expenses* if, as a result of a *Bodily Injury*, the *Insured Person's* medical condition requires *Immediate Medical Treatment*.

#### **Definitions applicable to Medical Expenses**

##### **Immediate Medical Treatment**

Treatment commencing within 24 hours of the time and date of the *Bodily Injury*.

##### **Covered Medical Expenses**

Expenses actually incurred by the *Insured Person* for services and supplies which are recommended by the attending *Medical Practitioner*. They include:

- a) the services of *Medical Practitioners*;
- b) confinement and use of operating room in a *Medical Institution*;
- c) anesthetics (including giving the anesthetic), x-ray examinations or treatments, and laboratory tests;
- d) ambulance service;
- e) drugs, medicines, and therapeutic services and supplies; and
- f) physiotherapy treatments.

Valid from 15<sup>th</sup> November 2021

