

UNION Vienna Insurance Group Biztosító Zrt.
Registered office: 1082 Budapest, Baross u. 1.
Company registration number: 01-10-041566
Tax No.: 10491984-4-44

1. Insured

Any natural person between 6 months and 69 years of age may be insured; however, at the time of expiry of the contract the insured must not be older than 70 years.

2. The policy period

The contract is concluded for a fixed term of one year. If not later than 30 days before the expiry of the duration neither party informs the other party in writing to the effect that it does not want the contract to be automatically prolonged, the contract shall be prolonged for another year.

3. Inception date

The starting date of the insurance contract shall be the first day of the month following signature of the insurance offer. The inception date shall be the same day, provided that the first insurance premium has been paid.

4. The insured event

- a) outpatient specialist care
- b) one day surgery
- c) medical imaging diagnostic procedure
- d) second medical opinion
- e) medical call centre

5. Premium payment

The insurance premium is to be paid continuously. Unless otherwise agreed, insurance premium is to be paid on a monthly basis, by the fifth day of the month at the latest. On account of the changing average age due to the admission and exit of insureds, the monthly amount of premium payable is subject to change. The first premium of the insurance falls due upon signature of the offer, while continuing premium is to be paid on the first day of the period that it concerns. Insurance premium is to be paid as follows:

- by postal money transfer order (“yellow cheques”),
- by bank transfer,
- by direct debit.

The insurance broker is not entitled to receive insurance premium. The insurance broker is not entitled to cooperate in the payment of any amount due from the insurer to the customer.

6. Services provided by the insurer

In accordance with the insurance contract, the insurer determines annual coverage limits for the risks specified in the contract; the levels of the limits are set out in the document “Coverage Limits”.

7. Termination of the contract

The contract will be terminated in respect of a particular insured:

- a) upon the insured's death,
- b) as of 00:00 on the first day of the month following the discontinuation of the insured status of the insured,
- c) if the insurance premium concerning the insured has not been paid.

The insurance contract shall terminate:

- a) upon non-payment of the premium,
- b) upon the lapse of the fixed term,
- c) upon the dissolution of either party without legal successor.

8. Exclusions

The insurance coverage does not comprise the following cases:

- a) that arise as a consequence of nuclear damage (nuclear fission or fusion, nuclear reaction, radiation of radioactive isotopes, ionising or laser radiation, or contamination caused by these),
- b) where in the course of medical treatment the requirements of the medical profession were not complied with, resulting in the repetition of operations or treatment, or in other insured events specified in this contract (medical malpractice).
- c) where the insured event is directly or indirectly connected with:

- the consequences of health deterioration occurring during pregnancy or labour, or within one year after childbirth, in case conception took place prior to the effectiveness date of the insurance contract (the date of conception shall be day 270 preceding childbirth).
- health deterioration due to harm suffered during health care or medical care or as a consequence thereof;
- medical interventions designed to make aesthetic changes or provide cosmetic treatment.

- d) Any body parts or organs impaired, diseased, injured or truncated prior to the inception date and the subsequent consequences of these conditions, as well as existing illnesses are excluded from the insurance coverage. In the case of symptoms and illnesses that are connected to illnesses existing at or before the inception date, the insurance shall provide coverage for the costs of specialist examinations only. The insurance does not cover the costs of laboratory, imaging or other diagnostics and medical treatment that are necessary due to such illnesses and symptoms.

- e) The insurer shall not arrange health care, and shall not reimburse its costs, in the following cases:

- if the insured applies for health care without a physician's recommendation,
- if the recommendation is not furnished with the stamp of the physician,
- if the referral for the medical diagnostic imaging examination is not issued by a clinical physician,
- if the care was not used through the care organiser,
- if the insured has exceeded his/her annual limit, and the policyholder has not exercised its opportunity to replenish the coverage, the insurer shall not reimburse medical costs.

- f) The insurer shall not provide coverage if outpatient care takes place on account of the following:

- for emergency reasons, in order to avert danger to life,
- due to expert activities performed in the scope of health care,
- due to disasters,
- care administered for epidemiological reasons,
- pulmonology care,
- addictology care,
- alcoholology care,
- drug patient treatment and care,
- employment health care,
- acupuncture treatment,
- dental care (except for screening tests, if covered by the insurance),
- geriatric treatment and care,
- dialysis treatment,
- digital dermoscopy,
- injection treatment of varicose vein disease (sclerotherapy),
- venereal disease care,
- tests carried out due to infertility,
- psychiatric treatment, – special education treatment,
- physio- and motion therapy treatment,
- intensive patient care,
- clinical oncology care,
- laser eye surgery, eyesight correction,
- laser toenail fungus treatment,
- in the scope of anaesthesiology care.

- g) The insurer shall not provide coverage if one day surgery takes place on account of the following:

- sterilisation surgery,
- termination of pregnancy,
- artificial fertilisation,
- plastic surgery for aesthetic reasons.

9. The insurer's exemption

- The insurer will be exempted from paying the coverage amount if:
- a) there is a causative relationship between the insured event and the insured's attempted suicide, even if the latter took place in the insured's confused state of mind,
 - b) the insured event is caused by a serious criminal offence committed by the insured intentionally or in connection with such an offence.

Upon a breach of the obligation of disclosure or reporting changes the insurer shall be exempted from its obligation to provide services unless it is proven that:

- a) the concealed or unreported circumstance was known to the insurer prior to the insured event, or
- b) the concealed or unreported circumstance did not contribute to the occurrence of the insured event.

10. Use of the service

The insurer provides its service via Advance Medical Hungary Kft. as a care organiser, and the health care is provided by health service providers.

The insured may report his/her claim for health care at phone number (+36-1) 461-1572, between 8:00 a.m. and 8:00 p.m. on working days.

How claims for services are reported and fulfilled are described in Sections 4 and 5 of the PrivateMed Pro Specific Insurance Terms & Conditions.

Non-stop phone number of the medical call centre:
(+36-1) 461-1505.

The policyholder / insured reports the need to use screening tests to our care organiser, Advance Medical Kft. (1085 Budapest, Baross u. 22, phone number: (+36-1) 461-1572, e-mail: prevencio@advance-medical.hu).

The care organiser arranges the execution of the tests for the insured / insured group, and notifies the policyholder of the place and time of the tests. The policyholder informs the insureds of the venue and the time.

When reporting claims for services or when calling the call centre, the name and date of birth of the insured must be provided for the purpose of identification.

11. Resolution of disputes

Please report any complaints concerning the insurer's service to the insurer:

- a) in writing or by telephone to:
UNION Vienna Insurance Group Biztosító Zrt.
(1461 Budapest, Pf.: 131., tel.: (+36-1) 486-4343)
- b) or in person at the following address:
UNION Vienna Insurance Group Biztosító Zrt.
Central Customer Service Office (Budapest, Váci út 33.)

The insurer's supervisory authority is: National Bank of Hungary (1054 Budapest, Szabadság tér 8-9.; central phone number: (+36-1) 428-2600)

In case the insured disagrees with the response to his/her complaint submitted to the insurer, the insured may

- a) contact the National Bank of Hungary (mailing address: National Bank of Hungary, 1534 Budapest BKKP Pf. 777; hotline subject to local rates: (+36-40) 203-776; website: felugyelet.mnb.hu; e-mail: ugyfelszolgalat@mnb.hu) with complaints concerning inquiries into the violation of consumer protection provisions under Act CXXXIX of 2013 on the National Bank of Hungary;
- b) contact the Financial Arbitration Board (mailing address: H-1525 Budapest BKKP Pf. 172; telephone: +36-1 489-9100; e-mail: pbt@mnb.hu) or a court of law according to the rules of civil procedure with complaints concerning the issuance, validity, legal effects and termination of the policy as well as breaches of contract and their legal effects.

Claims arising from or in relation to the insurance contract may also be enforced directly through judicial avenues. The resolution of complaints does not substitute litigation.

12. The non-disclosure obligation of the insurer shall not apply to the following:

- a) the Supervisory Authority acting in an official capacity,
- b) investigative authorities and public prosecutor's offices acting in ongoing criminal procedures,
- c) courts of law in connection with criminal or civil cases as well as bankruptcy and liquidation proceedings, experts appointed by the court, and the independent court bailiff acting in a case of judicial enforcement,
- d) public notaries and the experts appointed by them in connection with probate cases,
- e) the tax authority in connection with tax matters where the insurer is required by law to disclose specific information to the tax authority upon request and/or to disclose data concerning any payment made under an insurance contract that is subject to tax liability,

- f) the National Security Service when acting in an official capacity,
 - g) the Hungarian Competition Authority acting in an official capacity,
 - h) guardianship authorities acting in an official capacity,
 - i) the health authority referred to in Subsection (2) of Section 108 of Act CLIV of 1997 on Health,
 - j) the agencies authorised to use secret service means and to conduct covert investigations if the conditions set forth in the specific legislation are met;
 - k) providers of reinsurance and co-insurance (when insurance coverage is provided by several insurers jointly),
 - l) the office maintaining central policy records with respect to data transferred pursuant to the Insurance Act,
 - m) the receiving insurer with respect to insurance policies received under an insurance portfolio transfer,
 - n) the body operating the Claims Security Account and the Claims Security Fund, the National Office, the Correspondence Centre, the Information Centre, the Claims Organisation and the claims agent, as well as the claims representative with respect to the information required for the settlement and enforcement of compensation claims and to the transfer of such information between one another, and the party responsible for the claim if, by exercising his/her right to self-determination, he/she requires access to data of repairs of the other vehicle from a claims settlement report taken in connection with a road accident,
 - o) persons performing outsourced activities, in respect of data necessary for performing such outsourced activities,
 - p) third-country insurance companies, insurance intermediaries and consultants in respect of their branch offices, if they are able to satisfy the requirements prescribed by Hungarian law in connection with the management of each data item and the country in which the third-country insurance company is established has legal regulations on data protection that conform to the requirements stipulated by Hungarian law,
 - q) the Commissioner for Fundamental Rights when acting in an official capacity,
 - r) the National Authority for Data Protection and Freedom of Information when acting in an official capacity,
 - s) the insurer with respect to information concerning a customer's individual claims history and no-claim discount classification in the cases as set forth in the decree on the issuance of claim history certificates, the bonus-malus system (no claims bonus) and the classification of customers therein,
 - t) the Family Bankruptcy Protection Service, family asset manager or court proceeding in the debt settlement procedures of natural persons,
- upon receipt of a written request from an agency or person referred to in points a)–j), n), s) and t) indicating the name of the customer or the description of the insurance policy, the type of data requested and the purpose and grounds for requesting data. The bodies or persons referred to in points k)–m) and p)–r) 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 authorisation for requesting data shall be treated as verification of the purpose and legal grounds.

13. Applicable law

This insurance contract shall be governed by the provisions of Hungarian law. The parties may apply to the court with general competence and jurisdiction for the adjudication of legal disputes arising out of the insurance contract and the legal relations between the parties. The language of the proceedings shall be Hungarian.

14. With the acceptance of the offer, the insurer shall book the amount paid upon the making of the offer as premium payment, and if the offer is rejected by the insurer the same amount shall be transferred back to the policyholder without interest payment. If within 15 days of the receipt of the insurance policy the policyholder should withdraw from the contract, the insurer shall have the right to deduct its expenses from the premium paid. The value of such expenses is identified as one month's premium payable under the contract, subject to a ceiling of HUF 15,000.

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