

## 1. GENERAL AND SPECIAL PROVISIONS

- 1.1. Alfa Vienna Insurance Group Biztosító Zrt. (head office: 1091 Budapest, Üllői út 1., company registration number: 01-10-041365, tax number: 10389395-4-44, hereinafter referred to as the **Insurer**) and Sziget Kulturális Menedzser Iroda Zrt. (head office: 1033 Budapest, Hajógyári sziget, 23796 58., company registration number: 01-10-049598, tax number: 6189905-2-41 hereinafter referred to as the **Policyholder**), have concluded an insurance contract called Group Ticket Cancellation Insurance (hereinafter referred to as Group Insurance Contract), to which the Insured may join by means of a Statement of Joining.
- 1.2. The Insurer undertakes, pursuant to these terms and conditions (hereinafter: Insurance Terms and Conditions), to provide insurance services for ticket cancellation as defined in the Insurance Terms and Conditions in exchange for an Insurance Premium when insured events occur.
- 1.3. The language of the contract is Hungarian, but the contract documents and the information leaflets for the insurance product are also available in English. At the Policyholder's request the Insurer may undertake, and if it has undertaken in writing, it shall also prepare and hand over the necessary documents in the required foreign language, but in the case of any dispute of discrepancy resulting from the translation, the Hungarian version of each document shall be deemed as authentic.
- 1.4. This contract is governed by Hungarian law and by the provisions of the laws of the Member States of the European Union which are directly and bindingly applicable. With regard to any issue not regulated in the insurance terms and conditions, the provisions of the applicable laws and regulations, in particular Act V of 2013 on the Civil Code (Civil Code) and Act LXXXVIII of 2014 on the Business of Insurance (Insurance Act) shall be applied.

## 2. SUBJECTS OF THE INSURANCE CONTRACT

### 2.1. Insurer

**Alfa Vienna Insurance Group Biztosító Zrt.**, which undertakes to cover the insurance risk and provide the service for the period specified in the Insurance Terms and Conditions in exchange for the paid premium. The Insurer offers the insurance service pursuant to the Group Insurance Contract concluded between the Policyholder and the Insurer.

### 2.2. Policyholder

**Sziget Kulturális Menedzser Iroda Zrt.**, which has entered into a the Group Insurance Contract with the Insurer and undertook to pay the premium. The premium shall be paid to the Insurer in EUR or HUF, depending on the Ticket purchaser's choice. The Policyholder shall pass the current premium on to the Ticket Purchaser. The passed-on premium shall be paid by the Ticket Purchaser from a credit or debit card, in one lump sum, at the same time when joining the Group Insurance Contract.

The Policyholder shall make all legal declarations in connection with the Group Insurance Contract and such declarations shall be addressed to them. The Policyholder shall inform the Insured parties directly of any changes to the contract affecting them and of the termination of the Group Insurance Contract, and shall fulfil that obligation through the Ticket Purchaser.

### 2.3. Insured

An Insured is a ticket holding natural person for whom the Ticket Purchaser purchases a ticket of the type listed on the [alfa.hu/sziget](http://alfa.hu/sziget) website and in the currently effective list of tickets eligible for insurance (hereinafter: Ticket) entitling to admission to the Sziget Festival event (hereinafter: Event) on the [szigetfestival.com](http://szigetfestival.com) platform operated by the Policyholder and who, depending on their choice, has the ticket holder join the Group Insurance Contract at the same time as the purchase. By purchasing more than one Ticket at the same time, the intention of more than one insured to join may be stated.

The Insured may only be a natural person who is over the age of 18 but has not reached the age of 90 when the Ticket Purchaser makes the statement of joining. The age is calculated by subtracting the Insured's year of birth from the year when the statement of joining is made.

### 2.4. Ticket Purchaser

The Ticket Purchaser is the natural person over the age of 18 who purchases (for themselves or for other(s)) the Ticket specified in clause 2.3. entitling them to access the Event on the [szigetfesztival.com](http://szigetfesztival.com) platform operated by the Policyholder and at the same time, depending on their choice, has the future ticket holders who meet the conditions applicable to the Insured Persons join the Group Insurance Contract.

### 2.5. Beneficiary of the service

Pursuant to the terms and conditions set out herein the Insured himself is the beneficiary in regard to all of the insurance services due to be provided during the life of the Insured. In case of the death of the Insured the Insured's heir shall be entitled to the insurance services.

## **2.6. Close relative**

Close relative: pursuant to Section 8:1 (1), item 1 of the Civil Code: a close relative is the spouse, direct line relatives, adopted, step and foster children, adoptive, step and foster parent and siblings; Lineal descent refers to a blood relative in the direct line of descent.

## **3. THE CONCLUSION AND TERM OF THE GROUP INSURANCE CONTRACT**

**The Group Insurance Contract is concluded between the Policyholder and the Insurer for an indefinite term.**

## **4. THE INSURED'S JOINING THE GROUP INSURANCE CONTRACT**

A Group Insurance Contract covers more than one Insured at the same time and may be joined by the Insured with a Statement of Joining made by the Ticket Purchaser.

The insurance cover cannot be multiplied and only one Statement of Joining may be made for each Ticket.

## **5. DATE AND TIME OF THE START OF THE INSURER'S RISK COVER, TERM OF THE INSURANCE**

- 5.1.** The Insurer's risk cover shall commence at 0:00 hours of the calendar day following the date of the Statement of Joining and shall continue until the time (date, hour, minute) of the validation of the Ticket upon entry to the Event area during the Event.
- 5.2.** A statement of joining may be completed up to 15 days before the start date of the Event. Statements of joining made within 15 days prior to the start date of the Event shall be invalid.

## **6. END OF RISK COVER, TERMINATION OF THE CONTRACT**

The risk cover by the Insurer towards one particular Insured shall terminate:

- 6.1.** Upon entering the Event area at the time of validation of the Ticket (date, hour, minute);
- 6.2.** On the basis of the regulations applicable to distance selling, the Ticket Purchaser may terminate the group membership(s) by sending a written notice to the Policyholder in an e-mail to [cancel@vigpp.com](mailto:cancel@vigpp.com) e-mail (Cancellation Statement), within 14 (fourteen) days from the date of joining, as extraordinary termination, provided that no Claim has been received by the Insurer in respect of any Insured during that period. (The Cancellation Statement can be downloaded from [alfa.hu/sziget](http://alfa.hu/sziget)). Membership in the group will be terminated retroactively from the date of joining. The Policyholder shall reimburse the premium paid to the Ticket Purchaser to the bank account number provided by the latter and used for the ticket purchase, in the same currency in which the premium was paid, upon receipt of the Cancellation Statement, or within 30 days at the latest.
- 6.3.** With the supply of the service stated for the insured event.

## **7. OBLIGATION OF THE INSURED TO PROVIDE INFORMATION AND REPORT CHANGES**

- 7.1.** When making the Statement of Joining, the Ticket Purchaser must disclose to the Insurer all circumstances relevant to the underwriting of the insurance which they knew or ought to have known and which were asked in the questions of the Statement of Joining.
- 7.2.** In the event of a breach of the Insured's obligation to provide information or notify of changes, the Insurer shall not be obliged to perform according to the contract, unless the Insured proves that the Insurer was aware of the withheld circumstance or that it did not contribute to the occurrence of the insured event.
- 7.3.** Neither the Policyholder nor the Insured may rely on a circumstance as an excuse which either of them failed to disclose or report to the Insurer, although they should have known about it and would have been obliged to disclose or notify it.

## **8. TERRITORIAL SCOPE OF THE INSURANCE**

The present insurance covers claims in all countries of the world, subject to the provisions of Clause 15.7.

## **9. INSURED EVENT**

The Insured's inability to participate resulting from the events listed in the following points shall be considered an insured event, provided that this condition persists until the start of the Event, and that the Insured has not entered the Event area and has not validated the Ticket.

- 9.1.** Inability to participate shall be sudden illnesses or accidents occurring during the term of Insurance which require urgent admission to hospital or in-patient hospital treatment and the period of treatment determined on the basis of the current medical regulations has not expired before the start of the Event.

- 9.2.** In addition, the following shall be deemed to be inability to participate:
- a) death of the Insured;
  - b) the death of a close relative of the Insured or of their spouse or common-law partner registered at the same address as the Insured during the insurance period within 90 days prior to the start of the Event.

## **10. SERVICE PROVIDED BY THE INSURER**

- a) The Insurer provides its service as an indemnity insurance service.
- b) The Insurer will reimburse the price of the Ticket to the Insured in accordance with these terms and conditions, if the legal basis exists, after the occurrence and notification of the insured event.

## **11. NOTIFICATION OF AN INSURED EVENT, SUBMISSION OF AN INSURANCE CLAIM, DUTY TO COOPERATE AND COMMUNICATE INFORMATION]**

- 11.1.** Insured events must be reported to the Insurer without any delay, but no later than 24 hours after the event, if there is an objective possibility to do so. If the Insured is prevented from reporting, the insured event shall be reported once the factors preventing the Insured from making the report cease to exist, in order to enable the clarification of all of the circumstances of relevance to the damage.

All claims arising from the Group Insurance Contract shall lapse within 5 years from their due dates.

- 11.2.** The Insured may initiate the notification of cancellation i.e., invalidation of the Ticket (hereinafter: Claim notification) by sending a cancellation declaration in Hungarian or English to the Insurer's e-mail address [ticket@alfa.hu](mailto:ticket@alfa.hu). The Cancellation Declaration can be downloaded from the websites of the Insurer ([alfa.hu/sziget](http://alfa.hu/sziget)) The Insurer shall send to the e-mail address of the Insured, upon receipt of the Cancellation Declaration, a confirmation that

- i) the Ticket has not been validated,
- ii) the Ticket has been deactivated, it does not authorise the holder for admission.

The Insured may, upon receipt of the confirmation from the Insurer, make a Claim by sending a completed Claim Form, which can be downloaded from the website of the Insurer ([alfa.hu/sziget](http://alfa.hu/sziget)) to the e-mail address [ticket@alfa.hu](mailto:ticket@alfa.hu), in Hungarian or English only.

- 11.3.** The Insurer shall not be obliged to provide a service if, due to the conduct of the Insured or the Policyholder, circumstances relevant to the Insurer's obligation become impossible to ascertain, as follows:

- a) the Insured has failed to report the insured event as stated above;
- b) the Insured or the Policyholder fails to provide the necessary information or evidence for the assessment of the claim and the performance of the service, fails to cooperate in obtaining the necessary information or documents, or fails to allow the content of the information or documents to be verified;
- c) the contents of the statements made by the Insured in the course of the notification and the official documents or other information available to the Insurer differ, to the extent that this cannot be clarified in the course of the procedure;
- d) the Insured or the Policyholder provides false information to the Insurer;
- e) after the occurrence of an insured event, a significant change occurs in the event, which makes it impossible for the Insurer to ascertain the circumstances that are material to the Insurer;
- f) if the declarations made by the Policyholder or the Insured to the Insurer are unreasonably different or if the reasonable or factual grounds for the difference are not justified, the Insurer shall accept the declaration made earlier as true.

- 11.4.** The Insurer shall make the payment in HUF in the case of Tickets paid in HUF, and in EUR in the case of Tickets paid in EUR.

## **12. DOCUMENTS REQUIRED FOR THE SERVICE**

- 12.1.** In addition to the claim form, the following documents must be submitted:

- a) cancellation declaration of the Insured to the Insurer;
- b) a certificate from the Insurer, as stated in Clauses 11.2. i) and ii);
- c) if the insured event is due to illness or accident, medical documents from hospital sources relating to the illness or accident, imaging reports, medical reports of the medical specialist confirming the onset of the illness;
- d) medical reports indicating the expected date of completion of treatment or recovery (taking into account the average duration of treatment professionally accepted by the doctor), control reports obtained during the treatment and suitable for monitoring the recovery process;
- e) the documents submitted must include the code of the corresponding care centre for the Insured, the date, the journal number, the patient's personal data, the content of the medical documents (history, present condition, test results, treatment, further treatment plan, diagnosis), the stamp and signature of the care centre and the attending physician;
- f) the Insurer may also request the original of the medical documents from hospital sources, which will be returned to the Insured after the assessment;

- g) if the inability to participate in the Event was caused by an accident, documents stating the exact date and circumstances of the accident, the first post-accident care report, the reports of imaging examinations and all medical documents from hospital sources generated during treatment, the specialist medical report specifying the expected duration of treatment;
- h) death certificate, death examination certificate, autopsy report, probate order;
- i) in the case of a traffic accident, the police report of the accident or, if no police report has been drawn up, the certificate of the insurer proceeding in the case;
- j) documents proving the degree of relationship.

### 13. THE DUE DATE OF THE SERVICE

The Insurer will start the claims settlement immediately after the notification. Claim payments will be made by the Insurer within 30 days of receipt of all the necessary documents. The Insurer will pay the amount of the service to the Insured or to the beneficiary.

Claims relating to the insurance shall lapse upon the passage of 5 years after the date of the insured event.

### 14. CLAIM OF REFUND, CLAIM FOR REIMBURSEMENT

14.1. If it is found after the provision of the Insurer's service that the Insurer would not have been obliged to provide the service under these present terms and conditions, or the damage was recovered from a different source, the Insurer may claim refund of the amount reimbursed or the cost of the service provided. If the same interest is covered by multiple Insurers independently of each of the others, the Insured shall be entitled to submit its claim to one or more of such insurers, but the claim may only be paid out once.

14.2. The Insurer to which the claim for compensation was submitted shall make payment in accordance with the terms and conditions specified in the document it has issued in proof of the insurance and in the regulations, up to the sum insured specified in such document, reserving the right to claim proportionate reimbursement from the other Insurers.

### 15. EXCLUSIONS

15.1. The following types of damage shall not qualify as insured events, for which the Insurer shall provide no services:

- a) war, invasion, foreign enemy action, animosity or military operations akin to war (whether with or without declaration of war),
- b) civil war, mutiny, rebellion, internal riots;
- c) military uprising, military violence;
- d) revolution;
- e) demonstration, march, strike, workplace disturbance.

The following shall not qualify as insured events: confiscation, seizure, nationalisation, destruction if carried out by or under instructions by any government or authority. It does not constitute an inability to participate in the Event and is therefore not an insured event if the Insured cancels participation in the Event due to weather conditions, natural disasters or other events posing a safety risk, or fails to attend the Event without cancellation for the same reasons.

15.2. The Insurer will not indemnify for claims resulting from violations of personality rights or for restitution.

15.3. The Insurer's risk cover does not extend to the following illnesses or accidents:

- a) wholly or partly due to a medical condition (e.g. illness, complaint, symptom) existing before the commencement of the insurance or before the purchase of the Ticket;
- b) if the Insured has been under medical treatment in connection with the notified claim, or it would have been medically necessary in connection with the notified claim, within one year prior to the inception date or the purchase of the Ticket, regardless of the date of diagnosis of the illness,
- c) which are related to a permanent impairment of the Insured's health diagnosed before the Insurer's risk cover.

15.4. The risk cover shall also not cover any inability to participate due to:

- a) any psychiatric and mental illness;
- b) check-ups, follow-up treatment, rehabilitation treatment;
- c) an illness or accident for which only physiotherapy, acupuncture, physiotherapeutic or naturopathic treatment has been used;
- d) elective, optional or planned operations, interventions and their complications (e.g. plastic surgery, foetal implantation);
- e) sexually transmitted diseases, acquired immunodeficiency diseases (e.g. AIDS) or related diseases;
- f) pregnancy or its usual symptoms, childbirth. The Insurer's risk cover for complications also does not extend to cancellation in connection with pregnancy or childbirth if the start date of the Event falls after the 27th week of pregnancy. Furthermore, the Insurer's risk cover shall not extend to the event when participation in the Event would have been medically contraindicated even if the pregnancy had not been interrupted and the Ticket for the Event was booked in the knowledge of the fact of the pregnancy.

- 15.5. The Insurer shall not provide cover either when the competent authority refuses to issue the necessary permit to enter Hungary or fails to do so before the start of the Event, or the Insured does not have the necessary personal documents for travel by the starting date of validity of the Ticket or such documents are invalid.
- 15.6. Even if an insured event occurs, the Insurer will not indemnify if entry to the Event is impossible for any other reason.
- 15.7. The Insurer will not provide cover, pay claims or provide services if, by providing such cover or paying claims, the Insurer would be in breach of any sanctions, provisions or regulations of the United Nations or any trade, financial embargoes or economic sanctions, laws or regulations of the European Union, Hungary, the United Kingdom or the United States (to the extent that they do not breach any regulations or national laws applicable to the Insurer).

## 16. REASONS FOR EXEMPTION, LIMITATION OF THE SERVICE PROVIDED BY THE INSURER

The Insurer shall be exempted from the obligation to pay indemnification, if it proves that

- a) the insured event was caused by any change in the behaviour of the Insured Person caused by the consumption of alcohol, drug use, medicine overdosing or the taking of medicines not prescribed by a doctor,
- b) the insured event was caused by the Insured Person's illegal, wilful or grossly negligent conduct,
- c) the insured event occurred in relation to the suicide, suicide attempt or deliberate self-impairment of the Insured or a close relative of the insured,
- d) the Insured has not fulfilled the obligation to prevent and/or mitigate damage,
- e) due to the late notification of the insured event, material circumstances relating to the insured event cannot be ascertained,
- f) the document proving the insured event was not issued during the period of risk cover or the inability to participate is subsequently proven.

The Insurer shall not be obliged to provide its services:

- a) in the case of a breach of the obligation to communicate or report changes, unless the Insured proves that the circumstance withheld or not reported had been known to the Insurer at the time of the Statement of Joining or that it did not contribute to the occurrence of the insured event;
- b) upon breach of the obligation to report the occurrence of the insured event, or the obligation to cooperate (see Clauses 11.1 and 11.2).

## 17. LEGAL DISPUTE BETWEEN THE PARTIES

The Contracting Parties shall try to resolve any legal dispute between them with an agreement reached in an out of court procedure. If that fails, either Party may turn to the Hungarian court that has competence and jurisdiction according to the Civil Procedure Act in order to judge their legal dispute.

## 18. INSURANCE SECRET

This section contains only the provisions relevant for this insurance, numbered in accordance with the Insurance Act.

### General provisions

The Insurer processes data classified as insurance secrets pursuant to the authorisation of the Insurance Act.

The Insurer may process personal data, during the term of the insurance relationship and during the period under which any claim may be enforced in relation to the insurance relationship.

### Section 4 (1) point 12 of the Insurance Act

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.

### Section 135 of the Insurance Act

- (1) The Insurer shall be entitled to manage such business secrets of its customers that are related to the insurance contract, its execution, registration and the relevant services under the insurance contract. The purpose of such data management may only be related to the conclusion or modification of the insurance contract, keeping the insurance contract in the portfolio or assessment of claims stemming from the insurance contract or some other purpose as specified in this act.
- (2) Data processing for any purpose other than as specified in paragraph (1) shall be permitted for the insurer or the reinsurer only with the customer's prior consent. The customer shall suffer no disadvantage as a consequence of the refusal to grant such consent and no advantage may be provided for the customer in exchange for granting such consent.
- (3) In regard to insurance secrets the owners, managers, employees of the Insurer as well as others acquired such secrets in any way in the course of their activities relating to the Insurer shall – unless otherwise provided by law – be under a secrecy obligation without limitation in time.

### Section 136 of the Insurance Act

Data relating to the customer's health status, specified in Act XLVII of 1997 on the processing of Health and Related Personal Data (Eüak.), may only be processed by the insurer for the purposes specified in Section 135 (1) of the same Act, exclusively with the express consent of the person concerned.

### Section 137 of the Insurance Act

Insurance secrets may only be disclosed to third parties:

- a) under the express prior written consent of the insurer or re-insurer'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 this Act;
- c) if the certification body, including its subcontractor, hired by an insurer or re-insurer, received such confidential information in carrying out the certification process.

### Section 138 of the Insurance Act

- (1) The obligation to keep insurance secrets does not apply to:
  - a) the Supervision acting in its scope of duties;
  - b) the body conducting the preparatory procedure, the investigating authority and the public prosecution office,
  - c) the court of law in connection with criminal cases, civil actions and non-contentious proceedings, and the court proceeding in administrative cases, 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) notary public proceeding in relation to probate cases, as well as the expert appointed by the notary public,
  - e) the tax authority in cases specified in paragraph (2),
  - f) the national security service proceeding in its scope of duties,
  - g) the Hungarian Competition Authority, acting in its scope of duties,
  - h) the guardianship authority acting in its scope of duties,
  - i) the state administration body in charge of the health sector, as specified in Section 108 (2) of Act CLIV of 1997 on Health,
  - j) where the statutory criteria and conditions are met, the body authorised to carry out intelligence information gathering,
  - k) reinsurers and other business entities belonging to the group, and in the case of co-insurance the underwriting insurers,
  - l) the bureau of insurance policy records maintaining the central policy records with respect to data transmitted as governed by law, the claims records agency keeping accident and claims records, the traffic control authority in connection with road transport administrative actions relating to vehicles which are not listed in the motor vehicle registry, and the body operating the register of motor vehicles,
  - 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, and the auditor with respect to data required for carrying out the audits;
  - p) third-country insurer 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) commissioner of fundamental rights, acting in their scope of duties,
  - r) the Hungarian National Authority for Data Protection and Freedom of Information acting in its scope of duties,
  - s) the insurer in regard to claim history data specified in the Minister's decree on the bonus-malus system, the categorisation in that system and the detailed rules on the certification of cases of claim, in the cases regulated in the same decree,
  - t) in the case of Insured availing themselves to the support granted to the premium under their agricultural insurance contracts the body assessing agricultural damage, the agricultural administrative body, the body in charge of the mitigation of agricultural damage and the institution producing economic analyses under the management of the minister headed by the minister responsible for the agricultural policy
  - u) the authority keeping the registry of liquidator organisations
  - v) MABISZ in connection with gathering data provided through the e-claim platform provided for in the MVI with respect to operating the e-claim reporting application, for collecting information relevant to the insured event and forwarding such information to the insurance companies for the purpose of settlement;

if a body or person referred to in paragraphs a)–j), n), s), t) and u) turns to them with a written request for data or a request specifying the name of the customer or the identification of the insurance contract, the types of the requested data and the purpose and legal grounds of the request for data, providing that the body or person referred to in paragraphs p)– s) only needs to specify the type of the requested data, the purpose and legal grounds of the request for data. An indication of the statutory provision granting authorisation for requesting data shall be treated as verification of the purpose and legal grounds.

- (2) Pursuant to Paragraph (1) e), 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.
- (2a) The obligation of confidentiality concerning insurance secrets shall not apply to financial institutions provided for in the CIFE in connection with insurance contracts linked to claims arising out of financial services, if the financial institution makes a written request to the insurance company indicating the name of the client or the description of the insurance contract, the type of data requested and the purpose for requesting it.
- (3) The disclosure made by an 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: FATCA Act) shall not be construed as violation of insurance secrets.
- (3a) The insurance secret shall not be considered to have been breached if the insurer provides data for the tax authority to fulfil the obligation specified in Section 43/H of the IACA or those prescribed in Sections 43/B and 43/C of the IACA as stipulated in the FATCA Act.
- (4) The insurer or the reinsurer may transmit customers' personal data in the cases and to the organisations specified in paragraphs (1) and (6), Section 137, Section 140 and Section 141.
- (5) The obligation to keep the insurance secret applies to the employees of the bodies referred to in paragraph (1) as well, when acting outside the scope of the procedure.
- (6) The insurer or reinsurer shall – based on a request for data, or other written request from the national security service, the body performing the preparatory procedure, the investigating authority, the prosecutor's office and the court – also provide written information immediately, when any data is obtained indicating that the insurance transaction.
  - a) the 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 organisation 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.
- (7) The obligation to keep insurance secrets does not apply when the insurer or the reinsurer fulfils its obligation to file a report or notification as specified in the act on the execution of financial and pecuniary restrictive measures ordered by the European Union and the UN Security Council.
- (8) 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.
- (9) The transfer of data under Section 164/B of the CIFE Act does not constitute a breach of an insurance secret.

### **Section 139 of the Insurance Act**

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 Act LIII of 2017 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, and if the insurer or reinsurer fulfils its obligation in relation to the group anti-money laundering and anti-terrorist financing policy and procedure;

### **Section 140 of the Insurance Act**

- (1) It shall not constitute a violation of professional secrecy where an insurer or re-insurer supplies information to a third-country insurance or reinsurance company or a third-country data processing agency:
  - a) the customer of the insurer (hereinafter: data subject) has consented to such data transmission in writing, or
  - b) if, without the consent of the data subject, the transfer complies with the requirements for the transfer of personal data to a third country.
- (2) 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.

### **Section 141 of the Insurance Act**

- (1) The following shall not be deemed a violation of insurance secrets:
  - a) the disclosure of summarised information from which the customers and/or the specifics of their business 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 business entity is located, if such transfer is in compliance with the agreement between the Hungarian and the foreign supervisory authorities;
  - c) the 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) The insurer or reinsurer shall not refuse to transmit data referred to in paragraph (1) with reference to its obligation to protect insurance secrets.

### **Section 142 of the Insurance Act**

- (1) Personal data contained in the data transmission registry shall be deleted after the passing of five years following data transmission or, in the case of the transmission of special data or data qualifying as criminal personal data, after the passing of twenty years.
- (2) The insurer or reinsurer shall not inform the person concerned of data transmissions pursuant to Section 138 (1) b), f) and j) and Section 138 (6).
- (3) The insurer and the reinsurer may process personal data during the term of the insurance, reinsurance or agency relationship and during the period in which any claim may be made and enforced in relation to the insurance, reinsurance or agency relationship.

### **Section 143 of the Insurance Act**

- (1) An insurer or reinsurer may process personal data relating to an insurance contract that has not been executed as long as claims may be enforced in relation to the failure of the contract to be executed.
- (2) Insurers and reinsurers shall delete any and all personal data relating to its customers, former customers or contracts that have failed to be concluded, the objective of the processing of which no longer exists or for the processing of which the consent of the individual concerned is not available or for the processing of which there are no statutory grounds.
- (3) For the purposes of this act the processing of data relating to deceased persons shall be governed by the statutory regulations on the processing of personal data.
- (4) In relation to data that can be associated with a deceased person the individual's rights may also be exercised by the heir of the deceased person or the obligee specified in the insurance contract.
- (5) The Insurer, until the date of its knowledge of the final conclusion of the probate proceedings,
  - a) provides the close relative of the deceased policyholder or the holder of the property with information on the existence of the insurance contract, the number of the insurance certificate, the general contract terms and conditions, the premium schedule of the contract, the amount of the premium due and the anniversary date of the contract, solely for the purpose of maintaining the insurance contract concerned by the payment of premiums;
  - b) in respect of PPI life assurance contracts and insurance contracts where the beneficiary is a credit institution and the policyholder is the deceased person, and solely for the purpose of notifying the insurer of the need for the service and sending them the information necessary for the performance of the service, may, at the written request of the deceased's close relative, provide them with information on the existence of the insurance contract, the number of the insurance policy and the General Contract Terms and Conditions, provided that they provide documentary evidence of this capacity.
- (6) The disclosure of this information to a close relative or the holder of the property pursuant to paragraph (5) does not constitute a breach of an insurance secret. Insurance companies shall be allowed to process the applicant's personal data for a period of five years after the time of disclosure, or - if the period provided for in Subsection (3) of Section 142 is longer - for the period specified in Subsection (3) of Section 142 (3).

### **Common provisions relating to insurance secrets and trade secrets**

#### **Section 147 of the Insurance Act**

- (1) In the case of the termination of an insurer or a reinsurer documents containing business secrets, managed by the insurer or reinsurer concerned, may be used for purposes of archive research after the passing of sixty years following the date of the document.
- (2) Any information that is declared 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.
- (3) Other issues relating to insurance secrets and trade secrets shall be governed by the relevant provisions of the Civil Code and Act LIV of 2018 on the Protection of Business Secrets.

#### **Section 147/A of the Insurance Act**

- (1) The insurer may access data received pursuant to Section 164/B of the Credit Institutions Act to the extent necessary for the performance of its activities as an insurer and control such data during the establishment and existence of the customer relationship, provided the customer has not restricted or prohibited data transfer as specified in paragraph (2).



- (2) The customer of an insurance company controlled in accordance with the CIFE by a credit institution shall be entitled to restrict or prohibit data transfer under Subsection (2) of Section 164/B of the CIFE by means of an explicit statement.
- (3) Before entering into a contract with the customer, the insurance company controlled in accordance with the CIFE by a credit institution shall inform the customer- by means which can be proved - about the possibility of data sharing in accordance with Section 164/B of the CIFE. To that end, the customer shall be clearly advised in writing of his right to restrict or prohibit the possibility of processing his personal data under this Section at any time.

### Data disclosures made for the purpose of protection of risk groups

#### Section 149 of the Insurance Act

- (1) The insurer (hereinafter: requesting insurer) may, in the course of fulfilling its statutory obligations or those undertaken in the contract – in order to fulfil its obligations in accordance with the applicable statutory regulations and the provisions of the contract, in order to protect the interests of the members of the risk pool – submit a request to another insurer (hereinafter: requested insurer) for data processed by the latter – in accordance with the provisions set out herein and in view of the characteristics of the insurance product – as identified in paragraphs (3)–(6), provided the requesting insurer’s authorisation to do so is specified in the insurance contract.
- (2) 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 days from the date of receipt of the request.
- (3) The requesting insurer may request the following data in relation to the performance of the contract in the sectors stipulated in subsections 1 and 2 of Part A) of Annex 1 and in Annex 2:
  - a) the identification data of the Policyholder, the insured person and the beneficiary;
  - b) information relating to the state of health at the time of recording of the insured person in connection with the risk covered;
  - c) any data relating to a former Insured Event affecting the person specified in subsection a), connected to a contract under the branch of insurance specified in this subsection;
  - d) any data necessary for the assessment of the risk arising in connection with the conclusion of the contract concluded with the requested insurer; and
  - e) any data necessary for the examination of the legal grounds of services to be performed based on the contract made with the requested insurer.
- (4) The requesting insurer may request the following data in connection with the performance of contracts for the sectors referred to in Points 3–9 and 14–18 of Part A) of Annex 1:
  - a) the identification data of the policyholder, the insured person and the injured party;
  - b) data required for identifying the insured assets, receivables or rights and titles;
  - c) any data related to the Insured Events that occurred in relation to the assets, claims or property rights specified in subsection b);
  - d) any data necessary for the assessment of the risk arising in connection with the conclusion of the contract concluded with the requested insurer; and
  - e) any data necessary for the examination of the legal grounds of services to be performed based on the contract made with the requested insurer.
- (7) The request made according to section (1) 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. A request and the response to such request shall not be construed as a violation of insurance secrets. The responsibility for ascertaining that the request is legitimate as provided for under Subsection (1) lies with the requesting insurance company.
- (8) The requesting insurance company shall be allowed to process data obtained through the request for a period of ninety days from the date of receipt.
- (9) 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 in Subsection (8) for data processing shall be extended until the conclusion of the procedure opened for the enforcement of such claim.
- (10) If the data obtained by the requesting insurance company through the request for the enforcement of that insurance company’s lawful interest, and the procedure for the enforcement of such claim is not opened inside a period of one year after the data is received, such data may be processed for a period of one year from the date of receipt.
- (11) The requesting insurance company shall inform the client affected by the request concerning the request made according to Subsection (1) and also if the request is satisfied, on the data to which it pertains, at least once during the period of insurance cover.
- (12) If the client requests access to his or her personal data and the requesting insurance company no longer has - having regard to Subsections (8)–(10) – the data to which the request pertains, the client shall be informed thereof.
- (13) 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 those provided for in Subsection (1).
- (14) The requested insurance company shall be responsible for the correctness and relevance of the data indicated in the request.

## Section 150 of the Insurance Act

- (1) In connection with the contracts under the branches referred to in Points 3–6 of Part A) of Annex 1, with respect to insurance contracts, in order to protect the interest of risk groups and in order to provide services in compliance with the relevant legislation or as contracted, and to prevent insurance fraud, insurance companies may set up a common database (hereinafter referred to as “Database”) containing:  
A database) may be created which contains
  - a) the identification data of the Policyholder;
  - b) the particulars of the insured property;
  - c) information concerning the insurance history related to the Policyholder or the property referred to in Paragraphs a) and b), respectively, listing previous settlements; and
  - d) the name of the insurance company and the policy number.
- (2) Insurance companies shall send the data defined in Subsection (1) to the Database within thirty days from the date of origin of the data in question.
- (3) In order to protect the interest of risk groups, in discharging the obligations delegated by law or fulfilling their contractual commitments and in order to provide services in compliance with the relevant legislation or as contracted, and to prevent insurance fraud, insurance companies may request data from the Database.
- (4) If the request is made in compliance with the relevant legislation, the operator of the Database shall make available to the requesting insurance company the data requested within eight days.
- (5) The obligation of professional secrecy shall not apply to insurance companies toward the Database, with respect to data disclosed to the Database; moreover, the obligation to keep insurance secrets shall not apply to the operator of the Database with respect to insurance companies, if the request is submitted in accordance with the relevant legislation.
- (6) The provisions relating to insurance secrets shall apply mutatis mutandis to the obligation of professional secrecy of the operator of the Database relating to data contained in the Database, and to compliance with requests for data.
- (7) The operator of the Database, if the data requested is not available, shall forward such requests made under Paragraphs b), f), q) and r) of Subsection (1) of Section 138 and under Subsection (3) of Section 138 to the insurance companies authorized to provide services in the classes of insurance affected by the request. The operator of the Database shall notify the requesting party when forwarding his request.
- (8) The requesting insurance company shall not be allowed to connect the data obtained through the request relating to an interest insured or to be insured, with data it has obtained or processed, for purposes other than those provided for in Subsection (3).
- (9) The sending insurance company shall be responsible for the correctness and relevance of the data forwarded in the Database.
- (10) The data specified in Subsection (1) may be processed for a period of five years following the date of registration, with the exception set out in Subsection (11).
- (11) If the insurance contract is concluded, the data referred to in Subsection (1) may be processed during the life of the contract, until the term of limitation of the claims arising out of, or in connection with, the contract, in the registry specified in Subsection (1). The insurance company shall notify the operator of the Database when the contract is terminated and when the claims arising out of, or in connection with, the contract are no longer enforceable.
- (12) The insurance company requesting data from the Database shall be allowed to process the data so obtained for a period of ninety days from the date of receipt.
- (13) 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 in Subsection (12) for data processing shall be extended until the final conclusion of the procedure opened for the enforcement of such claim.
- (14) If the data obtained by the requesting insurance company through the request for the enforcement of that insurance company’s lawful interest, and the procedure for the enforcement of such claim is not opened inside a period of one year after the data is received, such data may be processed for a period of one year from the date of receipt.
- (15) The insurance company requesting data from the Database shall be allowed to process the data so obtained only for the purpose defined in Subsection (1).
- (16) The requesting insurance company shall inform the client concerning the request made according to Subsection (3), on the data to which it pertains, and also on compliance with the request at least once during the period of insurance cover, and shall provide access for the client upon request to his or her personal data.

## 19. DATA PROCESSING, DATA TRANSFER, DATA SUPPLY

- 19.1. By signing the Statement of Joining, the Insured grants consent to the Insurer to manage personal and special data falling within the scope of the Contract and to hand them over lawfully to third parties pursuant to sections 135–150 1 of the Insurance Act.
- 19.2. 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 Act CXII of 2011 on Informational Self-Determination and the Freedom of Information (hereinafter: **Info Act**) shall be deleted, respectively, after 20 (twenty) years and twenty years following the date of disclosure.
- 19.3. The Insurer may not inform the person concerned of data transmissions made pursuant to Section 138 (1) b), f) and j) and Section 138 (6) of the Insurance Act.

- 19.4. The Insurer may process personal data during the term of the insurance, reinsurance or agency relationship and during the period in which any claim may be made and enforced in relation to the insurance, reinsurance or agency relationship.
- 19.5. Insurance companies 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.
- 19.6. Insurers shall delete any and all personal data relating to its customers, former customers or contracts that have failed to be concluded, the objective of the processing of which no longer exists or for the processing of which the consent of the individual concerned is not available or for the processing of which there are no statutory grounds.
- 19.7. 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.
- 19.8. In relation to data that can be associated with a deceased person the individual's rights may also be exercised by the heir of the deceased person or the obligee specified in the insurance contract.
- 19.9. In the event of dissolution of an insurance company without succession, the business documents managed by the insurance company and the documents containing trade secrets may be used for archival research conducted after 60 (sixty) years of their origin.
- 19.10. Relevant information shall not be withheld by reference to the protection of insurance secrets in the case of a data supply obligation relating to the publicity of data of public interest and data that are public in line with the interest of the public, as specified in the Info Act.
- 19.11. Other issues relating to insurance secrets and trade secrets shall be governed by the relevant provisions of the Civil Code.

## 20. INSURER'S DETAILS

### 20.1. General information

Name: Alfa Vienna Insurance Group Biztosító Zrt.  
Registered office: 1091 Budapest, Üllői út 1  
Company registration number: 01-10-041365 Court of Registration attached to the Metropolitan Court  
VAT number: 10389395-4-44

### 20.2. Supervisory authority: Magyar Nemzeti Bank (National Bank of Hungary)

### 20.3. Customer Service

**In person:** at all the premises of the Insurer open to customers (Central Customer Service Office, Sales Contact Points) during their opening hours.

**By phone:** (+36) 1-477-4800. (On the above phone number, which can be called from Hungary and also from abroad, our colleagues receive calls on Thursday from 8.00 to 20.00, on other working days of the week from 8.00 to 16.00).

The addresses and opening hours of the offices and the opening hours of the telephone customer service can be found on the following link: [alfa.hu/ugyintezes/elerhetosegek.html](https://alfa.hu/ugyintezes/elerhetosegek.html)

### 20.4. Publication of the annual report

The Insurer is required to publish annual reports on its solvency and financial status. The mandatory content of the report on 2016 will be accessible first in 2017 on the Insurer's website at ([alfa.hu](https://alfa.hu)).

## 21. COMPLAINT MANAGEMENT

The Insurer shall ensure that the customer and consumer representative bodies (hereinafter together for the purposes of this point: the customer) may make a complaint orally or in writing about the conduct, activity or omission of the Insurer, the agent acting on its behalf or, in relation to a given product, the person acting as an additional insurance intermediary on its behalf, as set out below.

The Insurer's "Complaints Handling Policy" is available and can be viewed at our Customer Service Office in Budapest, at our Sales Points or on the Insurer's website: <https://alfa.hu/ugyintezes/panaszbejelentenes.html>

The Insurer shall ensure that the customer and consumer representative bodies (hereinafter together for the purposes of this point: the customer) may make a complaint orally or in writing about the conduct, activity or omission of the Insurer, the agent acting on its behalf or, in relation to a given product, the person acting as an additional insurance intermediary on its behalf, as set out below.

The Insurer's "Complaints Handling Policy" is available and can be viewed at our Customer Service Office in Budapest, at our Sales Points or on the Insurer's website: [alfa.hu/ugyintezes/panaszbejelentenes.html](https://alfa.hu/ugyintezes/panaszbejelentenes.html)

## Options for reporting complaints:

### Customers may make oral complaints in person or by telephone:

- a) **in person:** at all premises open to customers

#### **Central Customer Service Office**

Registered office: Üllői út 1, H-1091 Budapest, Hungary

Postal address: Alfa Vienna Insurance Group Biztosító Zrt., Complaints and Priority Case Management Group  
P.O. Box 22, H-9401 Sopron, Hungary

Opening hours: Monday, Tuesday, Wednesday and Friday 8.00–16.00, Thursday 8.00–20.00

#### **Points of sales**

Address list: [alfa.hu/ugyintezes/ertekesitesi-pontok-ugyfelzolgalati-iroda.html](http://alfa.hu/ugyintezes/ertekesitesi-pontok-ugyfelzolgalati-iroda.html), during the opening hours indicated in the link.

- b) **by phone:** (+36) 1-477-4800, also from abroad, on Thursday from 8.00 to 20.00, on other working days of the week from 8.00 to 16.00.

Through the telephone customer service, the insurer's employees personally answer customer complaints during opening hours.

The insurer strives to ensure that in the case of customer complaints by telephone, calls are answered and handled within a reasonable waiting time. As part of this, it will act as expected from an Insurer in the situation to ensure a live voice call within five (5) minutes of the time when the call is successfully connected.

### Customers can submit written complaints via the following channels:

- a) **in person** or in a document submitted at premises open to customers in person or by a representative:

#### **Central Customer Service Office**

Registered office: Üllői út 1, H-1091 Budapest, Hungary

Postal address: Alfa Vienna Insurance Group Biztosító Zrt., Complaints and Priority Case Management Group  
P.O. Box 22, H-9401 Sopron, Hungary

Opening hours: Monday, Tuesday, Wednesday and Friday 8.00–16.00, Thursday 8.00–20.00

#### **Points of sales**

Address list: [alfa.hu/ugyintezes/ertekesitesi-pontok-ugyfelzolgalati-iroda.html](http://alfa.hu/ugyintezes/ertekesitesi-pontok-ugyfelzolgalati-iroda.html), during the opening hours indicated in the link.

- b) **by post:** Alfa Vienna Insurance Group Biztosító Zrt., Complaints and Priority Case Management Group  
P.O. Box 22, H-9401 Sopron, Hungary
- c) **by fax:** (+36) 1-476-5791,
- d) **electronically** through [alfa.hu/ugyintezes/online-panaszbejelentes.html](http://alfa.hu/ugyintezes/online-panaszbejelentes.html) link online or on the complaint form at [alfa.hu/ugyintezes/panasz-bejelentes.html](http://alfa.hu/ugyintezes/panasz-bejelentes.html) or by email sent to [panasz@alfa.hu](mailto:panasz@alfa.hu).
- e) **on data processing matters electronically** at [alfa.hu/adatvedelem](http://alfa.hu/adatvedelem) or by e-mail sent to [adatvedelem@alfa.hu](mailto:adatvedelem@alfa.hu).

## 22. REDRESS FORUMS

In the event that the complaint is rejected, partly or entirely, or the 30-day legal deadline for investigating a claim passes with no effect, customers deemed as consumers may apply to the following forums for legal remedy.

### 22.1. Remedies available to customers who are consumers\*

Customers deemed as consumers: a natural person acting towards goals outside their own occupation and economic activities.

In the case of a legal dispute relating to the execution, validity, legal effects and termination of the contract or breach of contract and its legal effects, proceedings before the Financial Arbitration Board may be instituted, or the case may be brought to court by the customer according to the rules of civil procedure.

#### **Financial Arbitration Board**

Registered office: Magyar Nemzeti Bank, Krisztina krt. 55, H-1013 Budapest, Hungary

Customer service: Krisztina krt. 6, H-1122 Budapest, Hungary

Postal address: Magyar Nemzeti Bank, P.O. Box 172, H-1525 Budapest, Hungary

Phone: (+36) 80-203-776

E-mail address: [ugyfelzolgalat@mnbb.hu](mailto:ugyfelzolgalat@mnbb.hu)

For more information visit the following website: <https://www.mnbb.hu/bekeltetes>

<sup>1</sup> Consumer: any natural person who is acting for purposes which are outside his trade, business or profession

Alfa Vienna Insurance Group Biztosító Zrt. has not made a general declaration of submission to the Financial Arbitration Board.

If the Insurer has not made a declaration of submission, but the customer's application is well-founded and the customer's claim to be enforced as a consumer does not exceed HUF two million, either in the application or at the time of the decision to impose an obligation, the FAB may issue a decision to impose an obligation.

### **Court**

After submitting a complaint to the Insurer, the customers may seek legal remedy at the court of competent jurisdiction [www.birosag.hu](http://www.birosag.hu)).

The consumer may initiate a consumer protection control procedure with the Magyar Nemzeti Bank in the event of a breach (or presumed breach) of the consumer protection provisions relating to the conduct, activity or omission of the Insurer pursuant to Act CXXXIX of 2013 on the Magyar Nemzeti Bank.

### **Magyar Nemzeti Bank (National Bank of Hungary)**

Registered office: Magyar Nemzeti Bank, Krisztina krt. 55, H-1013 Budapest, Hungary

Customer service: Krisztina krt. 6, H-1122 Budapest, Hungary

Postal address: Magyar Nemzeti Bank, P.O. Box 777, H-1534 Budapest BKKP, Hungary

Phone: (+36) 80-203-776

Financial customer protection e-mail address: [ugyfelszolgalat@mnbb.hu](mailto:ugyfelszolgalat@mnbb.hu)

For more information visit the following website: [www.mnb.hu/fogyasztovedelem](http://www.mnb.hu/fogyasztovedelem).

Customers deemed as consumers may request a "Request" document to be sent, serving as a basis for instituting a procedure at the Financial Arbitration Board/Financial Consumer Protection Centre.

The form may be requested as follows: Phone: (+36) 1-477-4800

By post: Alfa Vienna Insurance Group Biztosító Zrt.  
Complaints and Priority Case Management Group  
P.O. Box 22, H-9401 Sopron, Hungary

Bye-mail: [panasz@alfa.hu](mailto:panasz@alfa.hu)

The Insurer will send the form by e-mail or by post in a verifiable manner, free of charge, as requested by the customer.

The Insurer makes such forms available on its website at [alfa.hu](http://alfa.hu) and at its premises open for customers.

### **Online dispute resolution platform**

A platform for the out-of-court settlement of disputes between consumers residing in the European Union and service providers established in the European Union in relation to obligations arising from online service contracts, including consumer financial disputes arising from online contracts.

Consumers can use an online dispute resolution platform to initiate an online out-of-court settlement of their dispute with a dispute resolution forum of their choice. In Hungary, the Financial Arbitration Board is authorised to settle consumer financial disputes.

Website of the online dispute resolution platform: <http://ec.europa.eu/odr>

## **22.2. Remedies available to customers who are not consumers**

After submitting a complaint to the insurance company, clients not deemed as consumers may seek legal remedy at the court of competent jurisdiction [www.birosag.hu](http://www.birosag.hu)).

## **22.3. Remedies available in the case of complaints concerning the processing of data by the Insurer**

In the case of a data protection complaint concerning the processing of data by the Insurer, if the customer does not agree with the response given by the Insurer to the data processing complaint, the customer may within 30 days turn to court or, if the complaint relates to the refusal of the Insurer to provide information, rectification, blocking or erasure in connection with data processing, to the National Authority for Data Protection and Freedom of Information.

### **Hungarian National Authority for Data Protection and Freedom of Information**

Registered office: Falk Miksa u. 9-11, H-1055 Budapest, Hungary

Postal address: P.O. Box 9, H-1363 Budapest, Hungary

Phone: (+36) 1-391-1400

E-mail: [ugyfelszolgalat@naih.hu](mailto:ugyfelszolgalat@naih.hu)

For more information please visit the following website: [www.naih.hu](http://www.naih.hu).

## 23. MISCELLANEOUS PROVISIONS

- 23.1. With regard to these Insurance Terms and Conditions and issues not regulated herein the provisions of the Civil Code and the effective Hungarian laws and regulations shall be applied. **No custom on the application of which the Policyholder and the Insurer agreed in their earlier business relationship and no other practice that they have established between themselves shall become part of the contents of the Group Insurance Contract (hereinafter: Contract) unless they agree to include the above in the Group Insurance Contract. Habits widely known and regularly applied by Parties to similar Contracts in the Insurance Sector will not become part of the Group Insurance Contract even if the Group Insurance Contract does not include any contrary provision or does not provide about it.**
- 23.2. When the claim for the service is submitted, the Insured expressly exempts the following parties from the obligation of medical confidentiality: on the one hand, attending and examining physicians and healthcare institutions, and on the other hand, social security administration bodies – in respect of the transfer to the insurance company of data related to health status, present and past diseases, accidents, or death, which are required for the Insurer to assess risks or claims for benefits.
- 23.3. **If the Insured fails to exempt attending physicians from the obligation of confidentiality in respect of material circumstances but the Group Insurance Contract was concluded, the Insurer will be exempted from the payment obligation to the extent that – for this reason – circumstances material to providing benefits become impossible to ascertain.**
- 23.4. The Group Insurance Contract is not part of any additional yield reimbursement.
- 23.5. In the case of a Group Insurance Contract, the Insurer does not apply value tracking.