



# GENERALI

## Customer Information and General Provisions Governing Insurance Policies

Effective: January 26, 2019.

Noncomittal translation

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# Customer Information and General Provisions Governing Insurance Policies

Generali Private Ltd. appreciate your trust and application for concluding insurance contract.

We kindly request you to carefully read the following information whereby we wish to introduce our company, and the company's organizational units dealing with customer complaints and notifications. You will be informed about the name and address of the financial supervisory authority. You may learn how you can submit complaints to the National Bank of Hungary and to Hungarian Financial Arbitration Board, according to the nature of such complaint, or how you may bring your case to court. You will find useful information on the statutory provision governing the protection and management of personal data.

You may read the list of organizations and bodies to whom, pursuant to Act LXXXVIII of 2014 on the Business of Insurance, the insurance company is allowed to disclose personal data of customers, which qualify as confidential data related to insurance. This document will cover the most important to-dos before signing an insurance application, including information on the concepts and practice of personal data management, in order to allow you to make an informed legal statement about your intention to take out an insurance policy. You may also find useful information on the rules of taxation with respect to insurance policies.

This Customer Information and General Provisions Governing Insurance Policies (hereinafter: Customer Information) also sets out general provisions applicable to all insurance policies concluded.

In addition to the provisions set out in the Customer Information, the legal relationship concluded under the insurance shall also be subject to – depending on the type of the insurance policy – the general terms and conditions, the special and additional conditions for each policies, the statements and declarations of the policyholder/insured, as well as the filled out the questionnaire furnished by the insurance company.

All matters not regulated by the Customer Information, the general, special and additional terms and conditions (hereinafter jointly referred to as: general conditions), will be governed by the provisions of the Act on the Civil Code or the provisions of other effective Hungarian legislation.

## I. Information about the Insurance Company

Generali Biztosító Zrt – formerly: Generali-Providencia Biztosító Rt. then Generali-Providencia Biztosító Zártkörűen Működő Részvénytársaság then Generali-Providencia Biztosító Zrt. – was established by the merger of Providencia Austrian-Hungarian Insurance Ltd. and Generali Budapest Insurance Ltd. on April 30, 1999.

The Company belongs to the Generali Group, which is listed in the Insurance Groups Register by IVASS under registration number 26.

**The company's name:** Generali Biztosító Zrt.

**The company's share capital (subscribed capital):** HUF 4,500,000,000

**The company's paid up share capital (paid up subscribed capital):** HUF 4,500,000,000

**The company's registered seat:** H-1066 Budapest, Teréz krt. 42–44.

**State where the company is established:** Hungary

**Company registration number:** 01-10-041305

**Tax number:** 10308024-4-44

**Incorporated by:** the Court of Registration of the Metropolitan Court of Budapest

**Principal business activity:** non-life insurance

**Company form:** company limited by shares

**Company classification:** private

**Telephone:** +36 1 452 3333

**Sole owner and shareholder of the company:** Generali CEE Holding B.V.

**Company registration number:** No. 34275688 registered by the Amsterdam Chamber of Commerce

**Registered Seat:** NL-1101 BH Amsterdam, De entree 91

Starting from January 1, 2016 the insurance company discloses an annual report on its solvency and financial conditions. The report is available on the insurance company's website (generali.hu).

## II. Customer Service

If you have any questions or problems in connection with your insurance policy, you may contact either your insurance intermediary (insurance agent) directly, or any of our customer service offices. You may also call our Telephone Customer Service or contact us online. Our staff will be ready to assist you.

### Customer Service – Contact Information

**Customer Service Direct Line:** +36 1 452 3333 **Address of Central Customer Service:** 1132 Budapest, Váci út 36–38.

**You may find customer service points at your convenience at:**

**[https://generali.hu/Ugyfelszolgalat/Kapcsolatfelvetel/Kapcsolatfelvetel\\_pont\\_kereso](https://generali.hu/Ugyfelszolgalat/Kapcsolatfelvetel/Kapcsolatfelvetel_pont_kereso)**

For further information and guidance visit the company's website at **generali.hu** (Online Customer Service; Contact Us). If our Internet customer service is temporarily unavailable, you may contact us via our customer service direct line.

## III. Handling Complaints

If your complaint could not be resolved or settled at your satisfaction despite the best efforts of our staff, you may report the issue to the **Customer Relationship Directorate of Generali Biztosító Zrt.** in person or in writing (submitting the written document in person or by a third person, or sending it in a postal or electronic mail, or by fax to the addresses contained herein). You may notify us about any complaints in

connection with the business conduct, activities or omission of the Insurer, the insurance intermediary, or the ancillary insurance intermediary mandated by the Insurer at any of the contact addresses set forth in the foregoing.

**Mailing Address:** 7602 Pécs, PO Box 888

**Telephone:** +36 1 452 3333

**Fax:** 06 1 452 3927

**E-mail:** general.hu@general.com

**Internet:** general.hu/Online\_ugyfelszolgalat/Panaszok\_bejelentese.aspx

**Central Customer Service:** 1132 Budapest, Váci út 36–38.

**You may find customer service points at your convenience at:**

**[https://general.hu/Ugyfelszolgalat/Kapcsolatfelvetel/Kapcsolatfelvetel\\_pont\\_kereso](https://general.hu/Ugyfelszolgalat/Kapcsolatfelvetel/Kapcsolatfelvetel_pont_kereso)**

You may notify your **written complaint** (document submitted in person, by other or by post, by fax or by e-mail to the given fax number and e-mail address) via availabilities of the Insurance Company indicated above. You can file your oral complaint in our offices opened for clients during office hours. You may also file a complaint on the telephone every working day between 8 a.m. and 8 p.m.

You may find additional information about the Company's complaints management process and practices as well as about the method of keeping records of complaints at the company's website or in the complaints management policy made available to customers in our customer service offices.

Please note that pursuant to Regulation No 524/2013/EU of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes implemented in the Member States of the European Union, the European Union established an alternative online dispute resolution (ODR) platform at Union level, available at <http://ec.europa.eu/odr>.

The platform may be used to initiate out-of-court resolution of disputes concerning contractual obligations stemming from online sales or service contracts between a consumer (private individual) resident in the Union and a trader established in the Union. The online dispute resolution platform may also be used to settle financial consumer disputes.

The Regulation should not apply to disputes between consumers and traders that arise from contracts concluded offline and to disputes between traders.

The Regulation directly applies to financial service providers established in Hungary, including Generali Biztosító Zrt, if the insurance contract between the consumer and the insurance company has been concluded by the consumer on the website of the insurance company, or of the insurance intermediary (typically without the engagement of the insurance intermediary) through an application used for contract conclusion.

Pursuant to the Regulation consumers may initiate out-of-court resolution of disputes on the platform. The body authorized for out-of-court resolution of disputes in Hungary is the Financial Arbitration Board.

The National Bank of Hungary issued a consumer advice on the online dispute resolution (ODR) platform, which may be read at:

<http://mnb.hu/felugyelet/engedelyezes-es-intezmenyfelugyeles/fogyasztovedelmi-kapcsolattartoknak-szolo-informaciok/online-vitarendeze-si-platform>

#### IV. Financial Supervision

- IV.1. The operation of the insurance company is supervised by the National Bank of Hungary (hereinafter: NBH or Financial Supervision)

##### Financial Supervision – Contact Information

**Registered Seat:** 1054 Budapest, Szabadság tér 9.

**Mailing address:** National Bank of Hungary, 1850 Budapest

**Telephone:** +36 1 428 2600

**Fax:** +36 1 429 8000

**E-mail:** info@mnb.hu

**Website:** <http://mnb.hu/felugyelet>

**Customer Service Address:** 1013 Budapest, Krisztina krt. 39.

**Customer Service Direct Line:** +36 80 203 776

**Customer Service Email Address:** [ugyfelszolgalat@mnb.hu](mailto:ugyfelszolgalat@mnb.hu)

You are kindly reminded of the Financial Supervision's customer protection website (<http://mnb.hu/fogyasztovedelem>), where you may find useful information and comparison tools.

- IV.2. Our Company is licensed to pursue activities which are supervised by the NBH. With respect to the supervised activities, the Financial Supervision shall, upon request or of its own motion, monitor compliance with:
- the provisions of the Insurance Act or the regulations adopted for its implementation laying down provisions as to business-to-consumer commercial practices in connection with the insurance company's activities for the pursuit of the supply of services, and
  - the provisions of the Act on the Prohibition of Unfair Business-to-Consumer Commercial Practices,
  - the provisions of Act on the Basic Requirements and Certain Restrictions of Commercial Advertising Activities; and
  - and the provisions of the Act on Electronic Commerce and on Information Society Services [Subsections a)-d) hereinafter referred to collectively as consumer protection regulations]; furthermore
  - the provisions on meeting obligations in relation to consumer disputes of a financial nature, and - with the exception of the regulations pertaining to the conclusion, validity, legal aspects and termination of policies, and cases of breach of contract and the related legal ramifications - shall take action in the event of any infringement of these provisions (hereinafter: consumer protection proceedings).

Consumer protection proceedings may be initiated at the Financial Supervision by consumers, as defined in the Act on the National Bank of Hungary, after having lodged a complaint orally or in writing with the insurance company if the consumer did not receive a response, or the investigation of the complaint was not in compliance with the law, or another infringement of consumer rights, defined in the legislation referred to above, may be presumed from the response of the insurance company.

The Financial Supervision, however, has no power to act in legal disputes which relate to the conclusion, validity, legal aspects and termination of insurance policies, or to any cases of breach of contract and the related legal ramifications.

## V. Financial Arbitration Board Proceedings, Mediation Proceedings, Litigation

- V.1. The Financial Arbitration Board is a professionally independent body operated by the National Bank of Hungary. In order to settle financial consumer disputes arising from or in relation to the conclusion of the insurance policy or the payment of insurance benefits or proceeds out of court, the consumer may file a claim with the Financial Arbitration Board. The Financial Arbitration Board shall attempt to reach a conciliation agreement or, failing this, to adopt a decision in the case to enforce consumer rights simply, efficiently and practically and under the principle of cost-efficiency.

Initiation of arbitration proceedings is subject to a previous attempt by the customer to resolve the disputed matter through direct negotiations with the insurance company or a request to the insurance company for special consideration, to no avail.

### Financial Arbitration Board – Contact Information

**Registered Seat:** 1054 Budapest, Szabadság tér 9.

**Customer Service:** 1013 Budapest, Krisztina krt. 39.

**Mailing Address in issues related to settlement and contract modifications:** 1539 Budapest, PO Box. 670.

**Mailing Address in general issues:** Financial Arbitration Board H-1525 Budapest PO Box 172.

**Telephone:** +36 80 203 776

You may find further information on the operations of the Financial Arbitration Board (including the Board's Rules of Procedure) at <http://mnb.hu/bekeltetes>.

- V.2. In addition to other non-litigious procedures providing an alternative to court proceedings to resolve conflicts and disputes, such as Financial Arbitration Proceedings, customers may, pursuant to Act LV of 2002 on Mediation, also initiate mediation proceedings.
- V.3. Claims arising from insurance policy may be enforced directly through judicial procedures without referring them to the above alternative dispute resolution forums. Such judicial procedures shall be governed by the provisions of Act CXXX of 2016 on the Code of Civil Procedure.

## VI. The Concept and Practice of Handling Confidential Insurance Information

### VI.1. Confidential Insurance Information and Personal Data

'Confidential insurance information' shall comprise all of the data – other than classified information – in the possession of insurance companies, reinsurers and insurance intermediaries that pertain to the personal particulars, financial standing and business affairs of customers (including injured parties) of insurance companies, reinsurers and insurance intermediaries, and to the insurance policies that such customers have concluded with an insurance company or reinsurer.

Confidential insurance information shall, in particular, include:

- personal particulars of the insurance company's customers;
- insured properties and their value;
- sums insured;
- in the case of life, accident, illness or liability insurance, data related to medical and health conditions;
- the amount and settlement date of any sum insured paid;
  - all material information, data and conditions related to the insurance contract, its conclusion and registration, and to the insurance benefits.

### VI.2. Obligation to Keep Insurance Information Confidential

Unless otherwise stipulated by law, the owners, managers and employees of the Insurance Company, and all other persons who have access to 'confidential insurance information' in any way or form while pursuing their business activities shall be required to maintain professional confidentiality without a time limit.

Confidential insurance information may only be disclosed to a third party

- if the insurance company's customer or his/her representative grants a written exemption indicating the precise extent of the information which may be disclosed,
- if the duty of confidentiality does not apply, pursuant to the Insurance Act,
- if it becomes known to the certification body appointed by the insurer or its subcontractors.

- VI.2.1. 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 and non-contentious proceedings, and administrative actions, including the experts appointed by the court, and the independent court bailiff in connection with a case of judicial enforcement, the administrator in bankruptcy proceedings, the temporary administrator, the exceptional administrator and the liquidator in liquidation proceedings, the principal creditor in debt consolidation procedures of natural persons, the Családi Csódvédelmi Szolgálat (Family Bankruptcy Protection Service), the family administrator, the court,
  - d) the notaries public and the experts appointed by them in connection with probate cases,
  - e) the tax authority 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 policy that is subject to tax liability,
  - f) the National Security Service when acting in an official capacity,
  - g) the Hungarian Competition Authority when acting in an official capacity,
  - h) Children and Youth Services acting in an official capacity,
  - i) the public health authority specified in Section 108 (2) of Act CLIV of 1997 on Health Care,
  - j) the agencies authorized to use secret service means and to conduct covert investigations if the conditions set forth in legislation are provided for,
  - k) the reinsurer, any other Group entity, as well as the participating insurance companies in the case of co-insurance,
  - 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 recipient insurance company, in respect of insurance policies transferred in an insurance portfolio transfer, in accordance with the provisions of the related agreement,

- n) the body operating the Claims Security Account, and the Claims Security Fund, the National Office, the Correspondence Center, the Information Center, the Claims Organization and the claims agent, 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 the road accident,
- o) in respect of data required for the performance of outsourced activities, the entity performing the outsourced activities, while in respect of data required for auditing, the auditor,
- p) third-country insurance companies and insurance intermediaries 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 datum 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 Parliamentary Commissioner when acting in an official capacity,
- r) the Authority for Data Protection and Freedom of Information when acting in an official capacity,
- s) the insurance company with respect to historical claims data and bonus-malus classification as stipulated in the Minister's Decree containing detailed provisions on the claims bonus system, classification within the system, and claims certificates, in the cases set forth in the same regulation,
- t) the body assessing the agricultural damage or loss, the agricultural administrative office, the body responsible for the mitigation of agricultural losses, and the agricultural analysis institution overseen by the ministry headed by the Minister in charge of rural policy, if the insured claims on a subsidized agricultural insurance policy,
- u) the authority keeping the registry of liquidation organizations,

upon receipt of a written request from an agency or person referred to in Paragraphs a)–j), n), s), t) and u) 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 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 under national law or Community legislation granting authorization for requesting data shall be treated as verification of the purpose and legal grounds.

The duty to retain insurance information in confidence also applies to the employees of the authorities and organizations specified above.

The duty to retain insurance information in confidence shall not apply to financial institutions specified in the Act on Credit Institutions, in respect of insurance policies related to claims arising from financial services, if the financial institution sends a written request to the insurance company which specified the customer's name, or the insurance policy's reference number, the types of data requested as well as the purpose of the data request.

The duty of confidentiality is not breached if, pursuant to 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 other related acts (hereinafter: FATCA Act), data reports are submitted to the Hungarian State Tax Office in order to comply with the reporting obligation set out in Section 43/B–43/C of Act XXXVII of 2013 on the rules of international public administration cooperation related to taxes and other public duties (hereinafter: Aktv).

The duty of confidentiality is not breached if the data reports are submitted by the insurance company to the tax office in order to comply with the reporting obligation set out in Section 43/H of the Aktv as well as in Sections 43/B és 43/C of the Aktv pursuant to the FATCA Act.

VI.2.2. On the written request of the National Security Service, the Public Prosecutor's Office, and upon the approval of the State Prosecutor, the investigating authorities, the insurance company is required to promptly provide information if evidence is found substantiating that the insurance transaction may be related to

- a) drug abuse, abuse of new psychoactive substances, acts of terrorism, illegal possession of explosives and blasting agents, criminal misuse of firearms and ammunition, money laundering, organized crime or crime committed in participation in a criminal organization, as defined in Act IV of 1978, in force until June 30, 2013,
- b) drug trafficking, possession of drugs, incitement to the use of narcotics, or the promotion of illegal drug production, abuse of new psychoactive substances, acts of terrorism, failing to report terrorism, financing of terrorism, illegal possession of explosives and blasting agents, criminal misuse of firearms and ammunition, money laundering, organized crime or crime committed in participation in a criminal organization, as defined in the Criminal Code of Hungary.

The duty to retain insurance information in confidence does not apply if the insurance company is required to comply with its reporting obligation imposed by Act CLXXX of 2007 on the Implementation of Financial and Asset-related Restrictive Measures ordered by the European Union.

The duty of confidentiality is not breached if the findings of a group supervision are delivered to the ultimate parent company of the financial group when a supervision is performed on a consolidated basis.

The obligation of confidentiality concerning insurance secrets shall not be breached by transmission of data under Section 164/B of Act CCXXXVII of 2013 on Credit Institutions and Financial Enterprises (Hpt.).

The duty to retain insurance information in confidence shall not apply furthermore if

- a) a Hungarian law enforcement agency – acting in response to the written request of a foreign law enforcement agency pursuant to an international agreement – request confidential insurance information from in writing
- b) an authority operating as a national financial intelligence unit – acting within its powers conferred under the Act on the Prevention and Combating of Money Laundering and Terrorist Financing or in response to the written request of a foreign financial intelligence unit – request confidential insurance information in writing.

VI.2.3. The duty of confidentiality is not breached when the insurance company transfers information to a third-country insurance company, reinsurer or a third-country data processing agency:

- a) if the customer of the insurance company (data subject) has given a prior written consent, or
- b) or – in the absence of the data subject's consent – if the data transfer is limited to the extent of information, purpose and legal basis defined in the legislation and the adequate level protection of the personal data is ensured in the third country in compliance with the provisions set out in Section 8 (2) of Act CXII of 2011 On Informational Self-determination and Freedom of Information.

When transferring confidential insurance data to another Member State, the provisions governing data transfer within the domestic territory shall be observed.

- VI.2.4. The duty of confidentiality is not breached
- a) in the event of disclosure of summarized information from which the identity of customers or the specifics of their business cannot be identified,
  - b) in respect of branch offices, in the event of data transfer to the supervisory authority of the country where the registered address (main office) of the foreign-registered enterprise is located, if such transfer is in compliance with the agreement between the Hungarian and the foreign supervisory authorities,
  - c) in the event of disclosure of information, other than personal data, to the minister for legislative purposes or in connection with the completion of feasibility studies,
  - d) in the event of data disclosure to comply with the act on the supplementary supervision of regulated entities which belong to financial conglomerates.

The insurance company may not refuse to disclose the data specified in the foregoing on the grounds of their duty to retain insurance information in confidence.

The insurance company may not inform the data subject if data is transferred or disclosed pursuant to points b), f) and j) of Clause VI.2.1 or points a)-b) of Clause VI.2.2.

The insurance company is allowed to disclose the personal data of customers in the cases and to the bodies set out in Clauses VI.2.1–VI.2.4 and in Clause VI.1.2.

- VI.2.5. No information may be withheld with reference to the duty to keep insurance information confidential in respect of the reporting obligation applicable to data of public interest and data public on grounds of public interest set out in the Information Act.

### VI.3. Purposes of Data Processing

#### Protecting the insured pool

Please note that in order to protect the interest of the insured pool, the insurance company may request other insurance companies in respect of performing their obligations required by law or agreed in the insurance policy and under the authority of Section 149 of the Insurance Act, to disclose information to the extent specified in Section 149 (3)-(6) of the Insurance Act, which is processed by the requested insurance company for the purposes set out in Section 135 (1) of the Insurance Act, taking account of the specific features of insurance products, in order to deliver the services in compliance with the legal and contractual provisions and to prevent abuse of insurance policies.

The request must include identification data for the person, property or property right specified therein, the type of information requested, and the purpose of the data request. Requesting or disclosing information in this manner shall not be a breach of the duty of confidentiality.

Within this context, Generali Biztosító Zrt. may request

- in respect of the delivery of insurance benefits under policies classified as accident, illness or any other life insurance, the following information:
  - a) personal identification data of policyholders, insured parties and beneficiaries;
  - b) medical information of insured persons related to the insurable risks, disclosed at the time of the respective data collection;
  - c) claims history information of the persons referred to in subsection a) above, in respect of insurance policies belonging to the insurance classes specified in this paragraph;
  - d) information underlying the assessment of the risks identified in relation to the insurance policy taken out from the disclosing insurance company; and
  - e) information used for the determination of the legal grounds of insurance benefits claimed on the insurance policy taken out from the disclosing insurance company;
- in respect of the delivery of insurance benefits under policies classified into the insurance lines of insurance of road vehicles (not including railway rolling stock), insurance of rail vehicles, aircrafts, sea, lake and river vessels, insurance of goods in transit, fire and natural forces, other damage to property, credit, surety, guarantee, miscellaneous financial loss, legal expenses, and emergency assistance:
  - a) personal identification data of policyholders, insured parties, beneficiaries and the injured parties;
  - b) information required for the identification of insured property or assets, claims or property rights;
  - c) claims history information concerning the property, assets, claims or property rights referred to in subsection b) above;
  - d) information underlying the assessment of the risks identified in relation to the insurance policy taken out from the disclosing insurance company; and
  - e) information used for the determination of the legal grounds of insurance benefits claimed on the insurance policy taken out from the disclosing insurance company;
- the following information in respect of the delivery of insurance benefits under policies classified into the insurance lines of liability insurance of vehicles operated over land (including carrier's liability and compulsory liability coverage), aircraft liability insurance, liability insurance of sea, lake and river vessels as well as general liability insurance:
  - a) the personal identification data of the injured party, subject to his/her prior written consent;
  - b) the personal identification data of the policyholder, the insured and the beneficiary, as well as data specified in subsections b)-e) above;
  - c) subject to the prior written consent of the injured parties, the medical information of persons who file claims for personal injury or claims for restitution due to a personality infringement, disclosed at the time of the respective data collection in respect of the insured risks;
  - d) information of a claimant who files a claim for property damage, as long as such information does not contain personal data pertaining to a previous insured event which occurred under any insurance classified to the insurance lines specified in this paragraph;
  - e) subject to the prior approval of the injured person, information of a claimant who files a claim for personal injuries, or compensation, pertaining to a previous insured event which occurred under any insurance classified to the insurance lines specified in this paragraph.
- the registered identification data of any vehicle (vehicle identification number (VIN), and license plate number) in respect of the delivery of insurance benefits under policies classified into the insurance lines of liability insurance of road vehicles (not including railway rolling stock), liability insurance of motor vehicles operated over land (including carrier's liability and compulsory liability coverage) – the following information, even without the prior written consent of the injured party, in respect of the delivery of insurance benefits under policies classified into the insurance lines of liability insurance of land vehicles (including carrier's liability and compulsory motor liability coverage):
  - a) information about an insured event which the vehicle was involved in, particularly the date of the insured event, the legal ground of the claim, the injuries of the vehicle and associated loss, including information about injuries to the vehicle specified by the requesting company but not caused by a motor vehicle,
  - b) information about the loss survey of the particular vehicle, and the amount of the assessed damage.

The insurance company approached by our company is required to disclose the information requested in compliance with the applicable legislation to our company by the due date specified in the request, or failing that, within fifteen days of receipt of the request.

Our company may use the information it has been disclosed pursuant to the request for ninety days following receipt. If the information obtained by our company pursuant to the request, is required for the enforcement of the company's legitimate interests, the above defined maximum data processing period will be extended until a decision is adopted in the proceedings opened to enforce such interests.

If the information obtained by our company pursuant to the request, is required for the enforcement of the company's legitimate interests, and no proceedings to enforce such interests are opened within one year following receipt of the information, the period available for the processing of the information will be one year from receipt thereof.

Our company is required to notify the customer of the fact of the information request and the disclosure of the requested information, as well as the extent of the data requested at least once during the insured period. If a customer requests information pursuant to and in the manner set out in the Act on informational self-determination and the freedom of information, and the insurance company – with regard to the above – no longer processes the requested data, the insurance company shall notify the customer of such fact.

Our company will not establish a connection between the information received pursuant to the request and other information not related to insured interests which it is provided or it manages for purposes other than the above.

Liability for the correctness and accuracy of the information disclosed pursuant to a request shall lie with the disclosing insurance company.

## VII. Notice on the Processing of Personal Data

Pursuant to REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter: General Data Protection Regulation), this Privacy Notice on the Processing of Personal Data has been designed to inform You about how your personal data are processed and for what purposes.

### VII.1. Who will process your personal data?

Generali Biztosító Zrt will process your personal data acting as data controller.

### VII.2. How is your personal data processed and used?

Our company processes personal data for the following purposes:

- i) to conclude, modify, keep records of, and maintain your insurance policy,
- ii) to underwrite coverage and manage insured risks,
- iii) to assess claims made on the insurance policy,
- iv) to prevent and combat the fraudulent use or abuse of insurance policies so as to protect the insurance company's business interest and the interest of the insurance pool
- v) to handle complaints
- vi) to prevent and combat money laundering and terrorism financing, to determine tax residence.

Our company will process personal data

- (i) to deliver its obligations arising from insurance policies,
- (ii) to establish, exercise and defend legal claims arising from the insurance policies,
- (iii) to perform statutory obligations (manage and retain accounting documents, prevent and combat money laundering and terrorism financing, determine tax residence, manage complaints)
- (iv) to manage medical data only subject to your express consent
- (v) to enforce its legitimate interest (including in particular: monitoring performance metrics, managing risks related to underwriting and claims, preventing abuse and fraudulent use).

### VII.3. What types of personal data are processed?

We only process personal data which are required for the above purposes of processing and are suitable for delivering the objective of the data processing. Depending on the type of insurance you conclude with us, our company processes the following data in particular.

- general identification data of natural persons, address, gender
- other identification data (e.g.: taxpayer's ID, license plate number, telephone number, email address)
- financial data (e.g.: bank account number, information about income and savings)
- information about the insurance policy, including claims/losses notified on the policy (e.g.: data of insured property, insured location, photos, or even medical data in respect of personal insurance or personal injury claims).

In certain cases, the insurance company obtains your personal data from a third party: for instance, if you take out our insurance from an insurance broker, or notify a claim or a loss through an insurance broker.

### VII.4. Who will we share your personal data with?

We entrust third party service providers (as data processors) and tied insurance agents with data processing activities, whom we may transfer your data to. You can find a current list of the data processors entrusted by us from the Privacy Notice available at [www.generali.hu](http://www.generali.hu), and you may find detailed information about the insurance company's tied insurance intermediaries at the website of the National Bank of Hungary at <http://www.mnb.hu/felugyelet/engedelyezes-es-intezmenyfelugyeles/piaci-szereplok-keresese>.

### VII.5. Why do we need to obtain your personal data?

You need to disclose some of your personal data so that we can conclude an insurance policy with you and perform our contractual obligations. With respect to insurance policies of a certain value or type, it is our statutory obligation to obtain data in order to prevent and combat money laundering and terrorism financing. Thus, if you refuse to disclose your data – particularly in the latter case – we cannot sign any contract with you. You will face the same consequence if the insurance may only be taken out after medical underwriting or based upon a needs assessment of your personal circumstances and financial conditions, but you refuse to give consent to data processing.



#### VII.6. The law grants you certain rights in respect of the personal data we hold about you

- **Right of access** – you have the right to obtain from us confirmation as to whether or not your personal data are being processed, and, where that is the case, access to your personal data.
- **Right to rectification** – you have the right to obtain from our company the rectification or complementation of inaccurate personal data concerning you.
- **Right to erasure** – you have the right to have your personal data erased where one of the following grounds applies:
  - a) the personal data are no longer necessary in relation to the purposes for which they were collected or otherwise processed;
  - b) You withdraw consent on which the processing is based, and there is no other legal ground for the processing;
  - c) You object to data processing based on a legitimate interest of the data controller, including profiling, and there are no overriding legitimate grounds for the processing, or if personal data are processed for direct marketing purposes, and you object to processing of personal data concerning you for such marketing, which includes profiling to the extent that it is related to such direct marketing
  - d) the personal data have been unlawfully processed;
  - e) the personal data have to be erased for compliance with a legal obligation in Union or Member State law to which the controller is subject;
  - f) the personal data have been collected in relation to the offer of information society services referred to in the Data Protection Regulation.
- **Right to restriction of processing** – you have the right to obtain from our company restriction of processing where one of the following applies:
  - a) You contest the accuracy of the personal data, for a period enabling the insurance company as data controller to verify the accuracy of the personal data;
  - b) the processing is unlawful and you oppose the erasure of the personal data and requests the restriction of their use instead;
  - c) Our company no longer needs the personal data for the purposes of the processing, but you require them for the establishment, exercise or defence of legal claims;
  - d) You have objected to data processing pending the verification whether the legitimate grounds of the insurance company override those of your legitimate grounds.
- **Right to data portability** – you have the right to receive your personal data in a structured, commonly used and machine-readable format and have the right to transmit those data to another controller.
- **Right to withdraw consent** – Where processing is based on consent, you have the right to withdraw your consent at any time.

You may lodge requests and objections related to data processing on the grounds of the above rights at any time addressed to the Data Protection Officer of our company using any of the contact details shown in this notice. Requests, objections and complaints are assessed by the Central Customer Relationship and Complaint Management Group with the engagement of the Data Protection Officer without undue delay and you will receive notification about the follow-up measures no later than within one month upon receipt of your submission. Both the notification and the execution of follow-up measures are free of charge for you, unless your request is manifestly unfounded or excessive.

Processing data of a deceased person shall be subject to the provisions on the processing of personal data. The rights of a deceased person in terms of data processing may be exercised by the estate or by the person named as the beneficiary in the insurance policy.

#### VII.7. Your right to object to the processing of your personal data

If the processing of your personal data is carried out for a legitimate interest, including data processing for profiling or direct marketing purposes, you have the right to object, on grounds relating to your particular situation, at any time to processing of personal data concerning you.

#### VII.8. How long will we store your personal data?

- a) If your personal data is processed for purposes of performing obligations under the insurance policy:  
Your data will be processed during the period of the insurance coverage and as long as any claim may be enforced in connection with the coverage. The insurance company is entitled to process personal data relating to any frustrated insurance policy as long as any claim can be enforced in connection with the frustration of the policy.
- b) if data is processed on grounds of establishing, exercising and defending legal claims arising from insurance policies:  
For as long as judicial redress may be applied for in respect of the particular legal claim.
- c) processing is necessary for compliance with a legal obligation:  
For as long as data processing is required by law. For instance, accounting documents are required to be retained for 9 years, while data processed for the purposes of preventing and combating money laundering and terrorism financing must be retained for 8 years by the data controller.
- d) if data processing is based on consent, until such consent is withdrawn
- e) if data processing is carried out for a legitimate interest, for as long as the underlying conditions exist.

#### VII.9. Who may you contact with a complaint?

If you fail to resolve an objection, complaint or request concerning the processing of your personal data with our company to your satisfaction, or you believe that the processing of your personal data infringes the provisions of the Data Protection Regulation, you are entitled to lodge a complaint with the National Authority for Data Protection and Freedom of Information.

National Authority for Data Protection and Freedom of Information – Contact Information

Registered seat: H-1125 Budapest, Szilágyi Erzsébet fasor 22/c.

Mailing Address: 1530 Budapest, PO Box. 5

Telephone: 06 1 391 1400

Telefax: 06 1 391 1410

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

Website: [naih.hu](http://naih.hu)

You are entitled to file a lawsuit in case the infringement of your personal data. The lawsuit can be brought to the court that is competent in your residence or habitual residence.

## VIII. Information on Life, Accident and Illness Insurance (Health Insurance) Policies

### VIII.1. Information on taxation

- VIII.1.1. Insurance benefits or proceeds paid to private individuals are exempt from tax if the payout qualifies as a death benefit, accident or illness benefit, or pension benefits or annuities specified as such in the applicable legal act. Private individuals will not incur tax liability in connection with these payouts.
- VIII.1.2. Interest income may be earned if the benefit paid out by the insurance company is not tax exempt, or qualifies as other income or other taxable income (thus, interest income may be earned, in particular, from maturity payments, upon policy surrender or partial surrender). Any benefit payout which exceeds the total of the insurance premiums paid on a policy shall qualify as interest income, on the understanding that risk premiums paid on a policy will not be included in the total of insurance premiums. Interest income may be reduced by 50 percent of the interest income after at least 3 years from the effective date of a single premium policy, or after 6 years from the effective date of a regular premium policy. Interest income may be reduced by 100 percent of the interest income after at least 5 years from the effective date of a single premium policy, or after 10 years from the effective date of a regular premium policy.

With respect to calculating interest income, top-up premiums paid on a policy will be regarded by the company as payments made on separate, single-premium policies. The insurance company is required to deduct 15% of personal income tax from the interest income. Private individuals are not required to declare this income and the reduced tax in their tax return.

- VIII.1.3. Provided the insurance premium is counted as taxfree income at the paying body, the part of any income replacement benefit or a benefit calculated on the basis of the number of days covered, in excess of daily HUF 15,000, paid out on accident, casualty and medical care policies taken out by a paying body shall be subject to taxes as other income (subject to the rules on income replacement). Tax advances payable on taxable income shall be deducted by the insurance company from the proceeds or benefit payouts. Please, note that private individuals are required to declare this income on their tax returns.
- VIII.1.4. Income earned from the surrender or partial surrender of 'death only' life insurance policies taken out for an indeterminate policy term, which exceeds the total of taxable premiums paid by the paying agent (employer) and the premiums paid by the private individual shall be taxable as other income, provided that any paying agent (employer) has paid tax exempt premium on the same policy. Upon benefit payment, the insurance company deducts 15% of personal income tax advance from the tax base determined in accordance with the effective regulations. Please, note that private individuals are required to declare this income on their tax returns, while they are also required to declare and pay 19,5% social contribution on this income.

If the beneficiary of any insurance benefit is not a private individual (e.g.: business entity), then – by way of derogation from the above provision – the insurance company will not determine any tax liability, but the beneficiary will be obliged to account for the income received from the insurance company, and shall declare the related tax liability in compliance with the applicable legislative provisions.

- VIII.1.5. In respect of pension insurance policies which meet the statutory criteria and have taken or will take effect on or after January 1, 2014, the private individual policyholder may request that 20 percent but maximum HUF 130 000 of the personal income tax he/she would be required to pay on the aggregate taxable income earned during the tax year and reduced by other tax reliefs, should be credited to his/her pension insurance policy. Policyholders are provided with detailed information at the time when they take out the insurance.
- VIII.1.6. Since the legislative provisions described in the foregoing may change from time to time, we kindly advise you to continuously monitor legislative changes, particularly changes or amendments to the act on personal income tax, the act on health care contribution, and the act on the rules of taxation, in your own interest. We regularly update the notice on the effective rules on our corporate website.

### VIII.2. Changes allowed to the technical interest rate

In respect of life, accident and illness insurance (health insurance), the insurance company is allowed to modify the technical interest rate during the term of the insurance policy, provided that such modification only takes place if the maximum technical interest rate specified in the legislation has also been modified. The extent of the modification may not exceed the maximum rate specified in the legislation.

## IX. Refund of Value Added Tax

Please be advised that in the context of its obligation arising from or in relation to insurance policies, the insurance company can only reimburse the value-added tax (VAT) imposed on the price of services required for restoring the conditions which existed before the occurrence of the loss or damage or for eliminating the effects of the loss or damage suffered, subject to VAT (purchase costs of materials, repair and restoration costs), where the amount of VAT is shown on the invoice, or where the amount of VAT can be calculated on the basis of the invoice, provided that the beneficiary is not refunded the VAT from general government budgets under the regulations to which it is subject.

## X. Information on Residence for Tax Purposes

- X.1. Pursuant to Act XXXVII of 2013 on the rules of international public administration cooperation related to taxes and other public duties (hereinafter: Aktv.), and pursuant to 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 other related acts (hereinafter: FATCA Act), the insurance company is required to check the tax residence of customers and for that purpose it shall process the necessary data and statements of customers. If the policyholder or the beneficiary of insurance proceeds and benefits qualifies as a US or other foreign resident for tax purposes, then pursuant to the Aktv and FATCA Act, the insurance company will transfer the information pertaining to such person as well as to the insurance policy to the Tax Office, to promote the automated exchange of information.
- X.2. Pursuant to data and legal statement made by the policyholder or the beneficiary of insurance proceeds and payments, the insurance company will determine whether or not the insurance policy is a "reportable account"; moreover, the insurance company is entitled to reclassify the account after the contract is concluded in the cases set out in the Aktv. and in the FATCA Act. The insurance company will continuously monitor data required for the due diligence procedure of tax residency as well as policy values related to its insurance policy portfolio to detect any significant change thereto as defined in the Aktv. and the FATCA Act.
- X.3. A detailed written notice on the due diligence procedure related to tax residency is available at [generali.hu/adougyiilletkesseg](http://generali.hu/adougyiilletkesseg).

## XI. Interest on Late Payment

If the insurance premium is paid after its due date, the insurance company may claim interest on late payment in the amount set out in Section 6:48. (1) of the Act on the Civil Code (hereinafter: Civil Code).

If the policyholder obliged to pay the premium has to be considered as an undertaking or contracting authority according to Act IX of 2016 about Recovery Costs, the insurance company, in addition to default interest, may lay claim to recovery costs defined in the abovementioned act in case of late payment of the premium.

## XII. Administration fee

The insurance company may charge an administration fee for certain procedures in order to recover the costs that incurred in relation to such procedures. The general, special and additional terms may contain further rules regarding administration fee.

## XIII. Rules of Accounting for Insurance Premiums Paid

**If the policyholder is in arrears with the insurance premium payable on his/her policy/policies, and a payment made by the Policyholder to the insurance company is not enough to cover all his/her debts, the policyholder's payment made in arrears on his/her insurance policy (or policies) will be allocated in accordance with the effective regulations. In the absence of regulations, the payment will be allocated in the following order: principal debt (insurance premiums arrears), interest on late payment, administration fee.**

**If the policyholder is in arrears with several insurance premiums under the same insurance policy (owes the insurance company several premium instalments), and the policyholder's payment does not cover all the arrears, the payment will be used to cover the older arrears.**

## XIV. Method of Payment

- XIV.1. The parties to the insurance policy may agree on any of the following methods of payment for settling the insurance premium:
- postal payment order (postal remittance form) – the insurance company sends the policyholder a postal remittance order with the due premium in accordance with the selected premium payment frequency, which the policyholder will use to make the payment.
  - direct debit authorization (for the collection of payments) – the policyholder authorizes his/her account holder bank to regularly debit the payer's account with the due insurance premiums,
  - wire transfer order – before the due date of the premium payment (in accordance with the selected premium payment frequency), the insurance company sends the policyholder a pro forma invoice, and the policyholder will transfer the amount shown on the pro forma invoice to the insurance company.
- XIV.2. **In the absence of a postal remittance form, a pro forma invoice or any other document issued by the insurance company to facilitate premium payment, the policyholder is required to pay the due premium via postal remittance or at the nearest customer service office of the insurance company by reference to the policy number.**
- XIV.3. In exceptional cases, the policyholder may use other payment methods to pay the due premium. Customers may get further information about these payment methods by visiting the insurance company's website (generali.hu), or contacting the insurance company's agents or customer service points.

## XV. Insurance Intermediary

- XV.1. Insurance policies may be sold by tide insurance intermediaries or independent insurance intermediaries or ancillary insurance intermediaries.
- XV.2. Tied insurance intermediaries (agents) are engaged in selling insurance products based on their relationship with the Insurance company. Tied insurance intermediaries may be multiple agents who are contracted with several insurance companies at the same time, and sell competitive products of such insurers. Any loss or damage caused by the activities of tied insurance intermediaries shall be the liability of the insurance company. The insurance company is obliged to the restitution of any non-material violation of one's rights relating to personality.
- XV.3. Independent insurance intermediaries may also be brokers who act in representation of the customer, and sell competitive products of such insurers.

Any loss or damage caused by violation of the rules of professional conduct by independent insurance intermediaries or their negligence in complying with such rules, shall be their sole liability. This liability shall apply to all persons acting in the name of (on behalf of) the independent insurance intermediary.

Independent insurance intermediaries are not authorized to receive insurance premiums on behalf of the insurance company.

- XV.4. Person engaged in insurance mediation activities as an ancillary activity shall mean a natural or legal person – differing from credit institution or investment firm as defined in Article 4. (1) 1. and 2. points of Regulation (EU) No 575/2013 of the European Parliament and of the Council – who carries on insurance mediation activities as an ancillary activity remunerated, with the liability of the principal insurer, broker or multiple agent, and in a supplementary way related to the principal professional activity if all conditions below are met:
- a) the person's principal professional activity is not the insurance brokerage;
  - b) the mediated insurance product is complementary to the product or service supplied by provider;
  - c) the mediated insurance product does not cover any life or liability risks, except such life or liability risk cover completes the product or service provided as a principal professional activity by the person;
  - d) does not collect beforehand premiums or amounts from the insurer intended for the client.
- XV.5. **Representatives acting on behalf of the insurance company, including its agents, may receive insurance premiums in exchange for a preprinted NCR receipt form with the printed logo of Generali (receipt), in the maximum amount of HUF 250.000. Representatives of the insurance company are not authorized to receive insurance premiums in excess of the above limit.**
- XV.6. Neither insurance agents nor multiple agents acting on behalf of the insurer shall collect beforehand premiums or amounts intended for the client.

- XV.7. Natural persons of 4. § (1) 15. b) point of Insurance Act (Bit.) who are not intermediaries and who are employed by and carry out direct sales activity for the insurer (contributors of the insurer) receive performance-related remuneration. This information is also for the case when following conclusion of the life insurance contract the client of the insurer provides payment in connection with the insurance contract – except subsequent frontloaded premium payments.

## XVI. Eligibility to Discounts

If the policyholder has applied for and been granted a discount which affect premium rates, and the conditions which allowed the policyholder to be eligible to the discount have changed or no longer exist (e.g.: in the case of direct debit authorization for the collection of payments, the payment could not be made because the authorization was not given or has been withdrawn), the policyholder will no longer be eligible to the discount and will be required to pay the insurance premium determined with standard rates (without the discount).

In such a case the premium determined without the discount becomes due when the insurance company first sends out the respective payment notice (pro forma invoice, postal remittance form) or first tries to collect the payment (direct debit).

## XVII. Formal requirements for and conditions for the validity of legal statements (notifications, reporting)

- XVII.1. The parties to insurance policies are required to serve their legal statements in the form and manner provided for herein, and their legal statements shall only be valid if made in any of the following forms:
- the legal statement is signed and sent to the address of the insurance company in a postal mail,
  - the legal statement is signed and faxed to the fax number indicated and disclosed by the insurance company,
  - the legal statement is signed, scanned and sent as an email attachment to the email address indicated and disclosed by the insurance company,
  - the legal statement is sent to the email address indicated and disclosed by the insurance company, provided that the person making the statement has given prior consent to electronic communication, and the statement is sent to the insurance company from the email address indicated in such consent,
  - the legal statement is delivered at any customer service center of the insurance company in person or by a third person,
  - the legal statement is made over the phone at the telephone number indicated and disclosed by the insurance company, with the exception of legal statements which are subject to the conclusion of a separate service contract pursuant to the insurance company's regulations.
  - in the case of certain policies specified by the insurance company, if a service contract is concluded, the legal statement may be made in the insurance company's online policy management and customer service system ('My Policies' system) where it is registered and archived by the insurance company,
  - in the case of certain policies specified by the insurance company, if a service contract is concluded, the legal statement may be made as an oral statement via the insurance company's call center (TeleCenter) where it is recorded by the insurance company.

The insurance company may stipulate different declaration requirements for certain types of policies and legal statements, or may stipulate additional provisions which shall be set out in the general terms and conditions or special conditions applicable to the insurance policy, or in the agreement made by and between the parties.

The provisions on the **manner and deadline of filing insurance claims** are set forth in the general terms and conditions and special conditions applicable to the particular insurance policy.

- XVII.2. Parties to the insurance policy are required to serve a **written notice** of cancellation to **terminate** an insurance policy. A legal statement is considered to be a written declaration, if such document is signed by the declarant and delivered by postal services or fax, or if the signed document is scanned and attached to an electronic mail and sent to the contact information indicated by the insurance company.
- XVII.3. Documents sent by the insurance company by post shall be considered served on the 5th day after dispatch even if the mail is returned from the delivery address – as registered by the insurance company – with an endorsement 'Addressee no longer at address' or 'Mail unclaimed'.

Documents sent by the insurance company in a registered postal mail requesting return receipt shall be considered served

- if the mail is refused by the recipient, on the day of the refusal,
- if the mail is received by the recipient or a legal representative, on the day when they confirm receipt with their signature.

Documents sent by the insurance company electronically shall be considered served on the day when they are sent.

- XVII.4. Distance legal statement addressed to the Insurance Company shall come into force when it is delivered, whereas a contract statement made by way of electronic means shall become effective when made available for the Insurance Company.

## XVIII. Miscellaneous Provisions

- XVIII.1. **Under the insurance policy, the parties will not be bound by any prior business dealings or by any practice they have established between themselves. Furthermore, the parties shall not be bound by any practice considered generally applicable and widely known in the insurance industry by parties to similar policies.**
- XVIII.2. **The agreement of the parties will include all conditions of the insurance policy, while all earlier agreements made by the parties and not set out in the written contract shall be null and void.**
- XVIII.3. **The insurance company shall only conclude the insurance policy if the policyholders is not subject to**
- **any sanction, prohibition or restriction under United Nations resolutions; or**
  - **any trade or economic sanctions, or other statutory penalties under the laws or regulations of the European Union or the United States of America, including in particular the EU System of Financial Penalties and the Consolidated Sanctions List of the US Department of Treasury's Office of Foreign Asset Control ('OFAC').**

**No insured, beneficiary or other recipient of insurance benefits or proceeds (hereinafter jointly referred to as: recipient of payment) may be validly designated in the insurance policy if such person is subject to the sanctions, prohibitions or restrictions referred to above.**

**The insurance policy, or the respective sections, will be terminated if the policyholder or the recipient of payment had been subject to the above sanctions, prohibitions or restrictions prior to the conclusion of the insurance policy. In that case the insurance policy will be terminated as of the date when such sanctions, prohibitions or restrictions took effect.**

**The insurance company shall not be liable to pay any claim or provide any benefit to recipients of payment who are subject to such sanctions, prohibitions or restrictions.**

- XVIII.4. The Insurer sells its products without giving advice, except for insurance-based investment products (PRIIPs). Advice related to sales of PRIIPs is free of charge.
- XVIII.5. Please note if you purchase an insurance product as part of a package or as complementary of such product or service that isn't an insurance product in one arrangement, providing information about the opportunity of purchasing the product or service separately is the obligation of the supplier or the service provider.

#### XIX. Governing Law, Jurisdiction

Unless otherwise agreed and stipulated by the parties, or otherwise provided for in legal regulations, the insurance contract shall be governed by Hungarian law.

If the policyholder has a permanent address, registered office or habitual residence in Hungary at the time when the insurance policy is concluded, all disputes arising from or in relation to the insurance policy shall be referred to the exclusive competence of Hungarian courts.

#### XX. Information On Distance Marketing

- XX.1. Any contract which the policyholder intends to conclude without the simultaneous physical presence of the consumer and the service provider shall be subject to the provisions of Act XXV of 2005 on Distance Marketing of Consumer Financial Services (hereinafter: Distance Marketing Act).
- XX.2. If the policyholder is a consumer within the meaning of Section 3 (2) ca) and Section 6 of the Distance Marketing Act, the policyholder is entitled to cancel the insurance policy with immediate effect without giving reasons, within 14 days of its conclusion (or of the submission of the application if the policy is concluded by the implied approval of the insurer) provided that the policy is concluded between the insurance company and a consumer policyholder through distance marketing in a manner that the insurance company only applied telecommunications means specified in Section 2 (1) g) of the Act to sell the insurance. The policyholder's right to cancel during a cooling-off period does not apply to policies with a policy period of less than one month.
- XX.3. The notice of cancellation must be sent or delivered in person to any customer service office of the insurance company, in written form. The right of cancellation shall be considered validly exercised if the policyholder mails or otherwise verifiably delivers the notice of cancellation to the insurance company before the end of the cooling-off period specified in Section 6 (1)-(8) of the Act.
- XX.4. The insurance policy will be terminated on the day when the written notice of cancellation is received by the insurance company. Before the end of the cooling-off period, the insurance company may only deliver covered services or pay benefits under the insurance policy if it is specifically agreed to by the policyholder.
- If the policyholder concludes the insurance policy with a commencement date which falls within the cooling-off period, the insurance company shall regard this as a consent to the commencement of coverage.
- XX.5. Pursuant to Section 8 of the Act, if the policyholder cancels the policy within the cooling-off period, the insurance company may only claim premiums in proportion to the services actually delivered on the policy, i.e. the proportionate charge of coverage until the cancellation date of the insurance. The amount payable by the policyholder shall be the amount proportionately due – in relation to the services specified in the insurance policy as a whole – in respect of the service (insurance coverage) actually delivered by the insurance company. An administrative charge for the conclusion of the policy may only be claimed to the extent a service was actually delivered and as long as the charge is proportionate to the services offered under the insurance policy. If the insurance policy is cancelled by the policyholder in the cooling-off period, the insurance company will refund any insurance premiums paid by the policyholder after deducting the amount proportionate to the coverage actually delivered by the insurance company promptly, but within 30 days at the latest of receipt of the cancellation notice. The policyholder is required to refund to the insurance company any benefits paid out by the insurance company promptly but within 30 days at the latest of the delivery of the cancellation notice.

#### XXI. Rules Applicable to Electronic Contracts

- XXI.1. An insurance policy is concluded electronically if the policyholder completes and submits the insurance application by electronic means on an electronic sales platform operated by the insurance company. Electronic sales platforms shall include, in particular, the generali.hu website, and – if the insurance application is made with the involvement of an insurance intermediary – the Generali Partner Portal or the Agent's own website.
- XXI.2. To apply for insurance coverage and to conclude an insurance policy, the policyholder must first enter the data required on the electronic sales platform and then send the insurance application to the insurance company via the electronic sales platform. The data entered on the electronic sales platform may only be modified before the insurance application is sent. The steps of applying for insurance coverage (taking out insurance) – which may be different for different insurance products – are described on the electronic sales platforms.
- XXI.3. The terms and conditions of the insurance policy (policy conditions) are always made available to the policyholder by the insurance company before the insurance application is submitted. The policyholder must declare that he/she has read, understood and agreed to the policy terms and conditions before he/she can submit an insurance application.
- XXI.4. The insurance company sends a confirmation email to the policyholder when the insurance application is received. If the insurance company accepts the insurance application, it delivers to the policyholder a certificate of coverage with an advanced electronic signature and a time stamp.
- The insurance policy is concluded in Hungarian and it is considered a written contract. Detailed provisions on the conclusion and inception of the insurance policy are set out in the applicable policy conditions.
- XXI.5. The insurance company enters the insurance policy into its records. After activating his/her user account, the policyholder may view the details of the insurance policy online, and may request their modification any time via the „Szerződéseim” (My Policies) online policy management system or at the insurance company's customer service offices.

## XXII. Provisions of the Customer Information which Substantially Derogate from the Provisions of the Hungarian Civil Code

This Chapter does not contain the provisions of the Customer Information which – by way of derogation from earlier standard conditions applied by the insurance company – have been modified to comply with Act V of 2013 on the Civil Code (effective from March 15, 2014).

### XXII.1. Allocation Order of Premium Payments (Clause XIII)

If the premium payment made in arrears by the policyholder is not enough to cover all the debts, such payment will be allocated in accordance with the regulations governing the insurance policies, or in the absence of such regulations, in accordance with the provisions set out in this Customer Information.

If the policyholder is in arrears with several insurance premiums under the same insurance policy, all premium payments made in arrears will be allocated in accordance with the provisions set out in this Customer Information.

### XXII.2. Miscellaneous Provisions (Clause XVIII)

By way of derogation from Section 6:63 of the Civil Code, under the insurance policy, the parties will not be bound by any prior business dealings or by any practice they have established between themselves. Furthermore, the parties shall not be bound by any practice considered generally applicable and widely known in the insurance industry by parties to similar policies.

Looking forward to a successful cooperation:

  
Mihály Erdős  
Chairman-CEO



  
László Ilics  
Deputy Chief Executive Officer

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Effective from: January 26, 2019.