



# GENERALI

## Customer Information and General Provisions Governing Insurance Policies

Effective from: 26 February 2016

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# Customer Information and General Provisions Governing Insurance Policies

Thank you for placing confidence in Generali Private Ltd by completing an application for taking out insurance from us.

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 advised about the name and address of the financial authority supervising insurance companies in Hungary. You may learn how customers can submit complaints to the National Bank of Hungary and to Financial Arbitration Board, according to the nature of such complaint, or how they may bring their 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 taken out from the Company.

In addition to the provisions set out in the Customer Information, the legal relationship concluded under the insurance policies taken out from the Company shall also be subject to general terms and conditions, special terms and conditions and supplementary conditions – depending on the type of the insurance policy – while its contents shall also include the statements and declarations of the policyholder/insured, as well as the information disclosed in response to the questions specifically asked by the insurance company.

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

## I. Information about the Insurance Company

Generali Private Ltd. – formerly: Generali-Providencia Insurance Company Limited by Shares. then Generali-Providencia Insurance exclusive Company Limited by Shares then Generali-Providencia Insurance Ltd. – was established by the merger of Providencia Austrian-Hungarian Insurance Ltd. and Generali Budapest Insurance Company 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 Private Ltd.

**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

**Court of registration:** Court of Registration of the Metropolitan Court of Budapest

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

**Company form:** company limited by shares

**Company classification:** private

**Telephone:** 06 1 301 7100

**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-1112 XN Diemen, Diemerhof 32

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](http://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: 06 1 542 3333 Central Customer Service Office: H-1066 Budapest, Teréz krt. 42–44.**

**You may find customer service points at your convenience at: [generali.hu/Kapcsolatfelvetel/Kapcsolatfelvetel\\_pont\\_kereso.aspx](http://generali.hu/Kapcsolatfelvetel/Kapcsolatfelvetel_pont_kereso.aspx)**

For further information and guidance visit the company's website at [generali.hu](http://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 Private Ltd.** 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 inform us about any complaints in connection with the business conduct, activities or omission of the Company at any of the contact addresses set forth in the foregoing.

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

**Telephone:** 06 1 542 3333

**Fax:** 06 1 452 3927

**E-mail:** [generali.hu@generali.com](mailto:generali.hu@generali.com)

**Internet:** [generali.hu/Online\\_ugyfelszolgalat/Panaszok\\_bejelentese.aspx](http://generali.hu/Online_ugyfelszolgalat/Panaszok_bejelentese.aspx)

**Central Customer Service:** H-1066 Budapest, Teréz krt. 42–44.

**You may find customer service points at your convenience at: [generali.hu/Kapcsolatfelvetel/Kapcsolatfelvetel\\_pont\\_kereso.aspx](http://generali.hu/Kapcsolatfelvetel/Kapcsolatfelvetel_pont_kereso.aspx)**

You may make an **oral complaint** in person in any of our walk-in customer service offices.

**You may also make a complaint on the telephone every work-day between 8:00 am and 16:00 pm., and on at least one work-day of each week between 8:00 am and 20:00 pm.**

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.

## 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:** H-1054 Budapest, Szabadság tér 8–9.

**Mailing address:** H-1534 Budapest, BKKP PO Box 777

**Central phone number:** 06 1 489 9100

**Central fax number:** 06 1 489 9102

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

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

**Customer Service Direct Line:** 06 40 203 776

**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.

### Financial Arbitration Board – Contact Information

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

**Mailing Address:** H-1525 Budapest, PO Box 172

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 al-

ternative dispute resolution forums. Such judicial procedures shall be governed by the provisions of Act III of 1952 on the Code of Civil Procedure.

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

### 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, information related to medical conditions;
- the amount of the sum insured paid out and the payment date;
- all material information, data and conditions related to the insurance policy, its conclusion and registration, as well as to the insurance benefits.

Personal data shall mean any data relating to the data subject, in particular the name and identification number of the data subject, and one or more factors specific to his physical, physiological, mental, economic, cultural or social identity as well as conclusions drawn from the data in regard to the data subject.

### VI.1. Purposes of Data Processing

#### VI.1.1. Processing data for the purposes of keeping records of insurance policies, performing obligations and making benefit payouts

Please, note that the insurance company, as data controller, may process its customers' confidential insurance data only to the extent they relate to the conclusion and administration of insurance policies, and the payment of insurance benefits or proceeds.

The purposes of data processing can be no other than the conclusion, amendment and retention of insurance policies, or purposes necessary for the assessment of insurance claims arising under the insurance policies, or any other purpose specified in the Insurance Act. The insurance company's customers include policyholders, insured parties, beneficiaries, injured parties, and any other person who submitted an insurance application to and entitled to receive insurance benefits from the insurance company, and in respect of independent insurance intermediaries, the person who concluded a contract with the independent insurance intermediary; for the purposes of data protection regulations, 'customer' shall also mean any person who completes an application form to take out insurance. Please note that the insurance company processes data on the basis of voluntary consent which is deemed to be granted by concluding the insurance policy.

#### VI.1.2. Processing data for the purposes of 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 Private Ltd. 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 lines 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;
- in respect of the delivery of insurance benefits under policies classified into the insurance lines of the liability insurance of motor 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 parties, subject to their prior written consent;
  - b) personal identification data of policyholders, insured parties and beneficiaries, as well as the information specified in subsections b-e) of the previous paragraph;
  - 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.

### **VI.1.3. Data processing related to complaints lodged with the insurance company**

The insurance company will process the personal data it obtains in relation to complaints to comply with the statutory requirements on complaints management set out in Section 159 of the Insurance Act, and shall maintain records on the complaints received from customers, as well as the actions and measures taken for the handling and resolution of such complaints. The insurance company processes such data under the authority of the above Section of the Insurance Act.

### **VI.2. Duration of Data Processing**

- VI.2.1. The insurance company is entitled to process personal data, including information directly relating to medical conditions throughout the whole duration of the insurance coverage and, as long as any claim may be enforced in connection with the insurance. The insurance company shall be entitled to process personal data relating to any frustrated insurance policy as long as a claim can be enforced in connection with the frustration of the policy. All accounting documents produced in connection with the conclusion and administration of insurance policies shall be retained by the insurance company for 8 years in accordance with the requirement set forth in Section 169 of Act C of 2000 on Accounting (hereinafter: Act on Accounting).
- VI.2.2. If the customer complaint is handled over the phone, the telephone conversation between the insurance company and the customer shall be recorded, and the recording shall be retained for five years.
- VI.2.3. The insurance company is required to retain the complaint and the related response for five years and to present it to the Hungarian National Bank upon request.
- VI.2.4. The insurance company shall process the data obtained from other insurance companies for the purpose of protecting the insured pool as described in Clause VI.1.2, subject to the conditions and for the period set out in Clause VI.1.2.

- VI.2.5. The insurance company is required to delete all data directly relating to the health of its existing or former customers or to any frustrated insurance policy if the data concerned is no longer required to be processed, or if the data subject has not given consent, or if there is no legal ground for processing such data.

### VI.3. Legal Basis for Data Processing

- VI.3.1. In compliance with the provisions of Act CXII of 2011 On Informational Self-determination and the Freedom of Information (hereinafter: Information Act), we hereby inform you that the legal basis for data processing is set by Section 135 and 159 of the Insurance Act and Section 169 of the Information Act, and with respect to data exchange between insurance companies for the protection of the insured pool, by Section 149 of the Insurance Act.

Pursuant to the Act on the Processing of Medical Data and Related Personal Data., the insurance company is authorized to process any data pertaining to the insured's health for the purposes set out in Clause VI.1.1, only in possession of the express written consent of the data subject.

- VI.3.2. Personal data may also be processed if it is not possible to obtain the consent of the data subject or if the cost of doing so is excessively high and the personal data
- must be processed to fulfill legal obligations applicable to the data controller, or
  - must be processed to enforce the rightful interests of the data controller or third parties and the enforcement of such interests is proportionate to the restrictions pertaining to the right to the protection of personal data.
- VI.3.3. If personal data was recorded with the consent of the data subject, the data controller may, unless otherwise required by law, also process the data recorded
- to comply with the relevant statutory obligations, or
  - to enforce the rightful interest of the data controller or third party, if the enforcement of these interests is proportionate to restrictions pertaining to the protection of personal data

without having to obtain any additional consent, or even after the data subject withdraws his/her consent.

- VI.3.4. The insurance company may process person data for other purposes if it is specifically consented in advance by the natural person data subjects. The insurance company is required to inform the data subject of data processing practices at the time when such data is collected for a particular purpose.

### VI.4. Persons and Entities Authorized to Obtain Knowledge of the Data

Please be advised that your personal data as well as your confidential insurance data may be accessed to the extent determined by the company only by the company's employees duly authorized to access such data for the respective data processing purpose, or by contracted insurance intermediaries and third party data processing or outsourcing service providers who pursue data processing or outsourced activities for the company under separate contracts, and only to the extent necessary for performing their duties. Customer data may be disclosed, furthermore, to individuals or organizations against which the insurance company's duty of confidentiality shall not apply in accordance with Clauses VI.5.1–VI.5.5.

Please note that the company employs data processing administrators for performing data processing activities. Information about the data processing administrators is communicated by the insurance company on its website at: [https://general.hu/~media/adatkezes/Adatkezelesi\\_tajekoztato](https://general.hu/~media/adatkezes/Adatkezelesi_tajekoztato)

### VI.5. 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.

- VI.5.1. The duty to retain insurance information in confidence does not apply in relation to:
- the Financial Supervision when acting in an official capacity,
  - after an investigating is ordered, the authorities and the public prosecutor's office,
  - in criminal proceedings, in administrative and non-contentious proceedings, during the judicial review of administrative decisions the competent court, or the experts appointed by the court, as well as a self-employed private bailiff acting in an enforcement action, the main creditor, the Family Insolvency Service, the insolvency administrator, and the court acting in debt settlement proceedings of natural persons,
  - the notaries public and the experts appointed by them in connection with probate cases,
  - 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,
  - the National Security Service when acting in an official capacity,
  - the Hungarian Competition Authority when acting in an official capacity
  - the Children and Youth Services acting in an official capacity,
  - the public health authority specified in Section 108 (2) of Act CLIV of 1997 on Health Care, the health care public administration,
  - the agencies authorized to use secret service means and to conduct covert investigations if the conditions set forth in legislation are provided for,
  - the reinsurer, as well as the participating insurance companies in the case of co-insurance,
  - the Office maintaining the central policy records with respect to data disclosed as governed in the Insurance Act,
  - the recipient insurance company, in respect of insurance policies transferred in an insurance portfolio transfer, in accordance with the provisions of the related agreement,
  - 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,
  - 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,
  - 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,
  - the Parliamentary Commissioner when acting in an official capacity,
  - the Authority for Data Protection and Freedom of Information when acting in an official capacity,
  - the insurance company with respect to information concerning a customer's individual claims history and no-claim discount classification from the records of the previous carrier in cases set forth in the Minister's Decree on the issuance of claim history certificates, the bonus-malus system (no claims bonus) and the classification of customers therein, upon receipt of a written request from an agency or person referred to in Paragraphs a)-j), n) and s) 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 and legal ground of the data request.

The duty of confidentiality is not breached if, pursuant to Act XIX of 2014 (hereinafter referred to as FATCA Act) 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, 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 (hereinafter referred to as IACA) on the rules of international public administration cooperation related to taxes and other public duties.

The duty of confidentiality is not breached if the insurance company discloses insurance information to the tax authority in compliance with the reporting obligation prescribed in Section 43/H of the IACA and in Sections 43/B–43/C in accordance with the FATCA Act.

VI.5.2. 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 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.5.3. 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.5.4. 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.5.1 or points a)-b) of Clause VI.5.2.

The insurance company is allowed to disclose the personal data of customers in the cases and to the bodies set out in Clauses VI.5.1. – VI.5.3.

VI.5.5. 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.6. Rights related to Data Processing and their Enforcement

At the request of a data subject, our Insurance Company is required to inform the data subject using clear and plain language, as soon as possible but no later than 25 days after the submission of the data subject's written request, of the extent of the personal data managed by the insurance company or processed by an outsourcing data processing agency authorized by or on behalf of the insurance company, the source of such data, the purpose, legal basis, and duration of data processing, the name and address of the data processing agency, as well as about its activities related to data processing, in the event of a data processing incident, the circumstances and impact of such incident, as well as the corrective measures put in place, and – if the personal data of the data subject are transferred – about the legal basis and the recipient of such data transfer. Information is provided free of charge, if the individual requesting the information has not yet submitted a request for information to the controller in connection with the same scope of data in the same year. In other cases, full cost recovery may be applied. The costs already paid shall be refunded if data was processed illegally, or if the request led to data corrections.

The data subject may request that his personal data be corrected, and – except when it is provided for by law or – on the grounds of authorization of law, within the scope defined in that law – by or pursuant to a local government decree for a purpose based on public interest – that his personal data be blocked or deleted. The insurance company shall make the data corrections requested by a data subject in its records.

In the cases specified in the Information Act, data subjects may object to the processing of their personal data. The insurance company shall assess the objection lodged within the shortest possible time but no later than 15 days following its submission, and make a decision on the grounds of the objection and notify the data subject of the decision in writing. If the data subject does not agree with the decision, or if the company fails to meet the above deadline,

the data subject shall be entitled to refer the case to court within 30 days of the communication of the decision or the last day of the deadline.

Data subjects may submit their objections or requests in connection with the processing of their personal data to the Insurance Company orally (in person) or in writing (submitting a 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 in Clauses II or III herein, addressed to the attention of the Insurance Company's Chief Data Protection Officer. These requests, objections or complaints will be investigated by the Head Office Customer Relationship and Complaints Handling Group in cooperation with the Chief Data Protection Officer.

A data subject is entitled to request an investigation from the National Authority for Data Protection and Freedom of Information if an objection, complaint or request filed by the data subject in connection with the processing of his/her personal data could not be adequately resolved or settled by the Insurance Company, or on the grounds of infringement of law in connection with the processing of his/her personal data, or in the event of immediate threat to the above.

### 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

**Website:** naih.hu

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. Information on Life, Accident and Sickness Insurance (Health Insurance) Policies

### VII.1. Information on taxation

- VII.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.
- VII.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 and 6% of health care contribution from the interest income. No health care contribution is deducted from interest income earned on insurance policies where the at least 80 per cent of the underlying investment is in HUF denominated debt securities issued by EEA member states, provided that this requirement is fulfilled through the whole term of the insurance policy. Private individuals are normally not required to declare interest income on their tax return.
- VII.1.3. 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 agent shall be subject to taxes as other in-

come (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.

- VII.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 27% health care 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.

- VII.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.
- VII.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.

### VII.2. Changing the technical rate of interest

**In case of life insurance, accident and sickness insurance (health insurance) policies, the Insurance Company is entitled to change the technical rate of interest during the term of the insurance contract, under the condition that it may be changed only if the highest technical rate of interest fixed in the decree on the highest technical rate of interest is amended. The change of the rate initiated by the Insurance Company can not exceed the degree of change stated in the decree.**

## VIII. 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.

## IX. 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 is a business enterprise, within the meaning of the Civil Code, and the insurance premium is paid after its due date, the insurance company may claim interest on late payment as well as expenses in the amount set out in Section 6:155. (1) and (2) of Civil Code.



## X. Administration Fee

- X.1. The insurance company may charge an administration fee for certain procedures in order to recover the costs it incurred in relation to such procedures. In addition to the administration fee specified in this Customer Information, the general terms and conditions or special conditions of the certain insurance policies may set out additional provisions governing administration fees.
- X.2. If in the insurance policy the parties agree that the policyholder will pay the insurance premium by a payment method other than postal remittance (yellow or white postal remittance form), and nevertheless the policyholder requests the insurance company to send a postal remittance form for making the payment without also requesting a modification of the policy, or in other cases, the policyholder requests the insurance company to send another copy of the postal remittance form, the insurance company may charge an administration fee.
- X.3. The amount of the administration fee described in Clause X.2. shall be: HUF 400

## XI. 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.**

## XII. Method of Premium Payment

- XII.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.
- XII.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.**
- XII.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.

## XIII. Insurance Intermediary

- XIII.1. Insurance policies may be sold by exclusive insurance agents or independent insurance intermediaries.
- XIII.2. Tied insurance intermediaries (agents) are engaged in selling insurance products as paid employees of insurance companies or in a self-employed capacity. 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 exclusive insurance agents shall be the liability of the insurance company.

- XIII.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.

- XIII.4. **Anyone acting on behalf of the insurance company, including its agents, may receive insurance premiums only in exchange for a preprinted NCR receipt form with the printed logo of Generali (hereinafter: 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.**
- XIII.5. Neither tied insurance intermediaries (agents) nor independent intermediaries will be involved in making benefit payments to customers on behalf of the insurance company.

## XIV. 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).

## XV. Formal Requirements and Conditions for the Validity of Legal Statements (Notifications, Reporting)

- XV.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.

- XV.2. Legal statements shall only be valid if they are brought to the attention of an organizational unit of the insurance company.
- XV.3. 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.
- XV.4. If the insurance company sends a legal statement in a **registered mail** requesting return receipt, it shall be considered served even if the mail is refused by the recipient, or if the mail is returned from the delivery address – as registered by the insurance company – with an endorsement 'Addressee not at address' or 'Mail unclaimed'.

The legal statement is considered served if the mail's delivery receipt is signed by the addressee or a representative thereof.

## XVI. Miscellaneous Provisions

- XVI.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.**
- XVI.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.**
- XVI.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.**

## XVII. 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.**

## XVIII. 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).

### XVIII.1. Allocation Order of Premium Payments (Clause XI)

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.

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

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



  
László Ilcs