

UniMed Health Insurance - Insurance Conditions

1. VALIDITY OF CONDITIONS

These conditions shall be valid for UNION Vienna Insurance Group Biztosító Zrt's (hereinafter Insurer) health insurance policies.

2. SUBJECTS OF THE HEALTH INSURANCE POLICY

2.1. Insurer

The insurer is a legal entity which bears the risk after the acceptance of the insurance proposal and undertake the obligation to provide the benefits. In respect of this policy it is UNION Vienna Insurance Group Biztosító Zrt seated at 1082 Budapest, Baross u. 1.

2.2. Policyholder

The policyholder is a natural or legal person who makes a proposal to conclude the insurance policy and undertakes the obligation to pay the insurance premium.

2.3. Insured

2.3.1. The insured is a natural person and the policy is concluded to cover insurance events related to this person's health and physical integrity. The insured can be a Hungarian or foreign national residing in the territory of the Republic of Hungary. The age of the insured can be between 14 and 30 years at the time of concluding the contract. The insured's age must be determined by subtracting the insured's birth year from the first year of the insurance.

2.3.2. The insurance contract applies to several insureds, a group or groups of natural persons defined against objective criteria laid down in the proposal.

2.4. Beneficiary

It is the insured's entitlement to use the benefits specified in the insurance policy.

3. TERM OF POLICY, INSURANCE PERIOD AND RISK-BEARING BY THE INSURER

3.1. This insurance policy is effective for a fixed term - either 6 months or 1 year - in respect of the individual insureds. The premium of the 1-year policy can be paid in two instalments.

3.2. Risk-bearing by the insurer in respect of an insured commences from 00.00 hours of the day following the day of registration in the policyholder's system. The day of registration in the policyholder's system will be confirmed by the insured in writing.

The insurer does not stipulate a waiting period from the entry into effect of this policy in respect of its risk-bearing.

4. TERRITORIAL SCOPE

The insurance exclusively covers insurance events occurring in Hungary during 24 hours of the day.

5. INSURANCE PREMIUM

5.1. The insurance premium is the consideration payable for the insurer's risk-bearing and obligation to provide benefits.

5.2. The insurance premium is payable semi-annually or annually. The insurance premium falls due upon its registration in the policyholder's system.

5.3. The policyholder must pay the insurance premium within 30 days of the date on which it falls due.

6. TERMINATION OF THE INSURER'S RISK-BEARING

6.1. The policy will be terminated in respect of a particular insured in the following cases:

- a) on the day of the insured's death,
- b) upon expiry of the term related to the insured,

6.2. The termination of the insurer's risk-bearing will not affect the appraisal of current or pending losses sustained as a result of insurance events occurring prior to the termination of the policy.

7. COVERAGE LIMITS

In order to provide health care services to the insured based on the insurance policy, the insurer sets coverage limits for the insurance events specified in the insurance policy. The coverage limits and the deductibles payable by the insured are specified in the Appendix on Coverage Limits of this insurance condition. After the coverage limit has been depleted the insurer will not provide benefits to the insured in the current insurance period.

8. INSURANCE EVENTS

An insurance event is the emergence of the need for medical care due to the unforeseen, unexpected and acute deterioration of the insured's state of health compared to the commencement of risk-bearing during the risk-bearing period related to the insured. These benefits can be as follows:

8.1. Primary care provided by a general practitioner

Medical service taking place in Budapest in non-urgent cases as part of primary care is provided by a general practitioner.

The benefit covers the costs of one vaccination per year (the cost of the vaccine is not covered).

8.2. Outpatient specialist care

Medical service taking place in Budapest in non-urgent cases as part of outpatient specialist care if medically justified and deemed necessary.

8.3. Inpatient care

Medical service which cannot be performed as part of primary and outpatient specialist care, and without which the insured's state of health would further deteriorate.

8.4. Emergency care

A degree of deterioration of the state of health in which case the absence of immediate medical intervention would directly threaten the insured's life or the insured would suffer severe or irreversible health damage.

8.5. Patient transport

If due to his or her health condition the insured cannot reach a medical institution or cannot return to his or her home from a medical institution, and this fact is also confirmed by medical opinion, he or she can use a patient transport service prescribed by a medical practitioner, provided that the insured's health condition allows that. The time and method of patient transport (Appendix 2) will be agreed between the care organiser and the medical practitioner providing the treatment.

This benefit only applies to the use of services delivered by a patient transport organisation which possesses a license issued by a professional supervisory body. Patient transport does not apply to emergency care.

9. SERVICES PROVIDED BY THE INSURER

9.1. Organisation of services arising from insurance events

9.1.1. To deliver its services, the insurer hires a care organiser to organise medical care in the case of the occurrence of insurance events listed in Clause 8. The care organiser's data are contained in Appendix 2 to this insurance condition. Upon the occurrence of the insurance event listed in Clause 8 the care organiser's activities will cover the following:

- a) organise care by a general practitioner; location of care: Budapest
- b) organise outpatient specialist care; location of care: Budapest;
- c) organise inpatient care; location of care: Budapest;
- d) organise patient transport if the insured is unable to walk
- e) inform the insured about the availability of doctors on call or inpatient care institutions near the insured's place of residence.

9.2. Accounting for services arising from insurance events

9.2.1. If in the course of the services listed in Clause 8 a medical practitioner prescribes medication on an official drug prescription form (National Health Insurance Fund (OEP) prescription form), the insurer will cover the price of drugs - up to the amount specified in the Coverage Limits table - against the medical document justifying drug prescription and the pharmacy receipt. The insurer will combine the cost of medication invoices and refund it by HUF 5,000. The insurer will not refund any lower amount than that.

9.3. Payment for services arising from insurance events

- 9.3.1. After appraising the legitimacy of care, the care organiser will make arrangements for the refund of the costs of care up to the coverage limits listed in Appendix 1.
- If the insured has paid for medical care, the care organiser will transfer the cost of care to the insured's bank account, or in the absence of one, to his or her address of residence in Hungary.
 - If the insured did not pay for medical care, the care organiser will settle with the medical service provider administering medical care.
 - The care organiser will transfer the cost of prescription drugs to the insured's bank account, or in the absence of one, to his or her address of residence in Hungary.

As a precondition of refunding the costs of services, the insured must report in writing his or her claim on the Sickness Claim Form (Appendix 2) to the care organiser's address. In every case, the photocopies of documents proving medical care (medical practitioner report, outpatient treatment report and other medical documentation) and the original copy of the invoice of the costs paid by the insured must be attached to the form.

- 9.3.2. The insurer will refund the cost of services within 15 days of the receipt of the last document.

9.4. Obligations of the insured

A need for medical care must be reported to the care organiser immediately. If the insured's condition or circumstances did not allow immediate reporting to the care organiser, the need for medical services must be reported within no later than 48 hours of the emergence of the insurance event.

10. INSURER'S EXEMPTION

- 10.1. The insurer will be exempted from paying the insured amount if the insurance event was caused by the insured unlawfully by design, or due to the unlawful gross negligence of the policyholder or the insured.

The insured will commit gross negligence if

- there is a causative relationship between the insurance event and regular consumption of alcohol or the insured's being under the strong influence of alcohol (blood alcohol content of 0.0026 or higher),
- the insurance event occurs as a consequence of the consumption of narcotics or substances with an effect of narcotics or medications, except when this latter was used as recommended and instructed by the medical practitioner providing treatment.

- 10.2. The insurer will be exempted from paying the insured amount if

- there is a causative relationship between the insurance event and the insured's attempted suicide, even if the latter took place in the insured's confused state of mind,
- the insurance event is caused by the insured's serious criminal offence or in connection with such an offence.

11. EXCLUSIONS

- 11.1. This policy does not cover cases where the insurance event is directly or indirectly connected with the insured's active participation in military events or other acts of war on either side,

– or the insured's participation in a criminal offence against the State.

- 11.2. For the purposes of these conditions, a war with or without declaration, a border clash, revolution, mutiny, coup d'état or attempted coup d'état against a government, civil war, focused military operation (e.g. airstrike or naval operation only) by a foreign country, SWAT raid, and terrorist act will be considered as war. (In the case of a SWAT raid or terrorist act, the insured's involvement in the victims' interest will not be considered as active participation.)

- 11.3. Under this policy, a criminal offence against the State is one that is defined as such by the Criminal Code, thus in particular riot, espionage and destruction.

- 11.4. The insurer does not cover losses indirectly or directly connected with nuclear damage (nuclear fission or fusion, nuclear reaction, radiation of radioactive isotopes, ionising or laser radiation, or contamination caused by these).

- 11.5. The insurer does not cover costs in cases (except for services provided by the medical service provider contracted by the insurer) where medical malpractice during treatment led to the repeated operations in question or to other insurance events specified in this policy. Under this policy, medical malpractice occurs when the provider of medical services violates, ignores or overlooks legal regulations, professional guidelines and customs pertaining to the particular field of health care and medicine.

- 11.6. This policy does not cover cases where the insurance event is directly or indirectly connected with
- pregnancy or childbirth and the consequences of health impairment occurring within 1 year after childbirth, except outpatient care meant to diagnose pregnancy and interventions related to ectopic pregnancy;
 - medical interventions designed to make aesthetic changes or provide cosmetic treatment.
- 11.7. The insurer does not cover the following medical services and related medication expenses:
- a) screening tests,
 - b) occupational health and other medical aptitude tests,
 - c) transplantation,
 - d) treatment received as a consequence of a pre-existing health condition at the time of concluding this policy, except for critical lifesaving interventions,
 - e) treatment received due to attempted suicide,
 - f) rehabilitation, sanatorium treatments, physiotherapy
 - g) dialysis, except acute cases
 - a. care due to psychiatric illness, except: emergency care to establish a diagnosis or in response to psychic problems,
 - h) acupuncture, homeopathic and chiropractic treatments,
 - i) cost of contact lenses,
 - j) medication costs related to birth control,
 - k) care and medication costs in connection with abortion, except in medically justified cases,
 - l) examinations, treatments and medication costs in connection with infertility,
 - m) care and medication costs related to in-vitro fertilisation,
 - n) HIV infection,
 - o) medication costs of sexually transmitted diseases, except: trichomonas and chlamydia infection
 - p) dental care (mandibular orthopedic treatment, orthodontics, periodontal care, depuration, final root canal treatment, prosthodontic treatment, crown, bridge), except: emergency dental care, direct palliative care, and temporary root canal treatment for maximum 2 teeth. The insurer's coverage limit is up to HUF 50,000.
- 11.8. Any impaired, dysfunctional, injured or mutilated parts of the body or organs and the subsequent consequences of these conditions pre-existing prior to the commencement of risk-bearing are excluded from insurance.

12. REPRESENTATIONS

The insurer will have an obligation to consider valid any representations and reports sent to it, provided that they are submitted in writing to its unit authorised to issue this policy. Any representation will be effective upon its receipt by the insurer. The insurer will send its representations to the person concerned in the insurance policy in writing.

13. DATA HANDLING AND INSURANCE SECRECY

- 13.1. The insurer is entitled to handle clients' data, including special data, recorded in the insurance proposal and brought to its knowledge in the course of fulfilling disclosure or change-reporting obligations, pursuant to Act LXIII of 1992 on the protection of personal data and the disclosure of data of public interest and in compliance with Act LX of 2003. Data may be transferred in the manner stipulated by the Act on insurance companies and the insurance business and with the client's consent. The purpose of data handling can be related to concluding, modifying and keeping on file the insurance policy; appraising claims arising from the insurance policy; delivering the service; and to what the Act on insurance companies and the insurance business defines as other purposes. The client is entitled to request information about the handling of their personal data and ask for their data to be adjusted or deleted.
- 13.2. The insurer is bound by a confidentiality obligation in respect of the insurance secrets brought to its knowledge. The insurer's confidentiality obligation is governed by the provisions of Articles 153-161 of Act LX of 2003. An insurance secret is any data, not classified as state secret, at the insurer's disposal that

pertains to its clients' personal circumstances, wealth or financial management, or the policies concluded with the insurer.

- 13.3. The insurer is bound to keep information brought to its knowledge and handle it as insurance secret pursuant to the Act on insurance companies and the insurance business.
- 13.4. The insurer is entitled to handle those insurance secrets of its clients that are in connection with the insurance policy, its conclusion and storage on records, and the service. With regard to insurance secrets, unless provided otherwise by legislation, the insurer's owners, managers, employees and all other persons that have access to such information in their activities connected with the insurer, are bound by a confidentiality obligation without time limitation.

No confidentiality obligation will be binding:

- a) with an inspectorate proceeding in its supervisory capacity,
 - b) with an investigative authority or prosecutor's office proceeding in a pending criminal action,
 - c) with a court proceeding in a criminal case or civil case, or an independent bailiff in bankruptcy, liquidation or collection procedures,
 - d) with a notary public proceeding in succession proceedings,
 - e) in tax matters whereby the insurer is bound by a disclosure obligation in respect of data defined by legislation, or is bound by a statutory data provision obligation in respect of taxable payments pursuant to the insurance policy,
 - f) with the National Security Service proceeding in its official capacity,
 - g) with the Hungarian Competition Authority proceeding in its competition supervisory capacity in respect of the insurer, insurance brokers, consultants, third-country insurers, the Hungarian representative offices of independent insurance brokerages or consultancies, and advocacy organisations of the above,
 - h) with a public guardianship authority proceeding in its official capacity,
 - i) with health authorities as defined by Article 108(2) of Act CLIV of 1997 on Health,
 - j) with the organ authorised to use secret investigative tools and collect information by way of clandestine methods, provided that statutory conditions exist for such activity,
 - k) with the re-insurer or, in the case of pooling of risks (co-insurance), with insurers,
 - l) with the office in charge of registering insurance policies in respect of data transferred in statutory cases of data transfer,
 - m) with the successor insurer in respect of the stock of insurance policies as part of stock-transfer,
 - n) with the organisation handling the Loss Adjustment Account, the Information Centre, the Loss Adjustment Organisation and the person in charge of loss adjustment, in respect of data necessary for loss adjustment and enforcing claims,
 - o) with persons performing outsourced activities in respect of data necessary for performing outsourced activities,
 - p) in the case of a branch office - provided that the conditions to meet statutory requirements of data handling exist in the case of each data, and the state where a third-country insurer is seated has data protection legislation which meets Hungarian statutory requirements -, with a third-country insurer, insurance broker or consultant, if the organs or persons designated in Points a)-j) and n) approach the insurer with a written request which contains the client's name, the insurance policy, the type of the requested data and the purpose and grounds of the request for data. The organs or persons designated in Points k), l), m) and p) are bound to designate only the type of the data requested, and the purpose and grounds of the request for data. Reference to legislation authorising the data request will be considered as justifying the purpose and grounds of the request.
- The insurer may not inform the client of data disclosure taking place pursuant to Points b), f) and j).
- 13.5. The insurer will also be bound to disclose information to an investigative authority and the Civil National Security Service if information has emerged suggesting that the insurance transaction is connected with the criminal offences of
- a) narcotics trade,
 - b) terrorism,
 - c) illicit arms trade,
 - d) money-laundering.

14. TIME LIMITATION

Claims arising from insurance events occurring during the insurance or risk-bearing period will lapse by no later than one year following the expiry of the insurance period.

15. SETTLEMENT OF DISPUTES

The policyholder and the insurer are bound to make every effort to settle any disagreements or disputes that may arise between them during or in respect of this policy amicably, by direct negotiation. The parties are bound to mutually inform each other of any independent circumstances arising subsequent to the conclusion of this policy that prevents the fulfilment of the policy.

16. APPLICABLE LAW AND COURT OF JURISDICTION

This insurance policy concluded with the current conditions will be governed by Hungarian law, in particular the provisions of the Civil Code, Act LX of 2003 and other relevant Hungarian legislation currently in effect.

The parties may turn to the court with general competence and jurisdiction for the adjudication of legal disputes arising for this policy.

The language of the proceedings will be Hungarian.

17. OTHER PROVISIONS

In addition to the insurance premium, the insurer is entitled to charge additional expenses arising during the term of the policy as follows:

Costs arising in connection with confirming insurance events will have to be borne by the party wishing to enforce its claim.

In the event of the occurrence of insurance events pursuant to the Insurance Conditions, the service provided by the insurer will be the payment of the amount set in the conditions, up to the sum included in the medical service provider's bill or to the level of coverage as a maximum set in the case of the specified insurance events.

The activities of the medical service provider delivering the actual medical services will be governed by the Act on Health; liability for faulty performance of medical and health care services will be borne by the medical service provider rather than the insurer.

The insurer will forward complaints with regard to the quality of care, the standard of services and possible medical malpractice to the medical service provider.

The insurer's supervisory organ is:

Hungarian Financial Supervisory Authority 1013 Budapest, Krisztina krt. 39., Postal address: 1535 Budapest 114., Pf. 777.

Handling complaints is in the competence of the General Directorate of our insurance company.

Address: 1082 Budapest, Baross u. 1.

These insurance conditions are valid with **Appendix 1** laying down the benefits of the "UniMed Health Insurance" and **Appendix 2** containing the care organiser's data.

In loss adjustment, insurance conditions in the Hungarian language shall be applicable.

UniMed Health Insurance
Appendix 1 of the Insurance Conditions

Table of benefits

The insurer's annual coverage limit for a fixed-term 1-year policy: HUF 2,000,000; for a fixed-term 6-month policy: HUF 1,000,000. This coverage limit will be reduced by every benefit that has been used. Medical care, with the exception of emergency care, is always provided in Budapest.

SERVICE	LIMIT		DEDUCTIBLE
	IN THE CASE OF FIXED-TERM ANNUAL CONTRACT	IN THE CASE OF FIXED TERM SEMI- ANNUAL CONTRACT	
Outpatient primary care (provided by English-speaking general practitioners)	none	none	none
Outpatient specialist care	4 events/year and HUF 60,000/event	2 events/half year and HUF 60,000/event	none
	from 5th event HUF 60,000/year	from 3rd event HUF 30,000/year	50%
Emergency care (as part of outpatient care)	10 events/year and HUF 40,000/event	5 events/half year and HUF 40,000/event	50%
Inpatient care (including emergency care)	20 days or the current annual limit	10 days or the current semi-annual limit	none
Patient transport	4 events/year and HUF 20,000/event	2 events/half year and HUF 20,000/event	50%
Medication costs	HUF 100,000	HUF 50,000	50%

UniMed Health Insurance
Appendix 2 of the Insurance Conditions

The Care Organiser's Data

Advance Medical Hungary Kft.
1085 Budapest, Baross u. 22.

Care Organiser's 24-hour contact number: 36 1 461-1590