

CLIENT INFORMATION LETTER AND INSURANCE TERMS AND CONDITIONS

CLIENT INFORMATION LETTER OF THE EUROP ASSISTANCE S.A. IRISH BRANCH

Dear Customer,

You are the insured person of the CIB GOLD Assistance Collective Insurance Agreement concluded between CIB Bank Zrt. as Policyholder (hereinafter referred to as: CIB) and EUROP Assistance S.A. Irish Branch as Insurer (hereinafter referred to as: Insurer) for the benefit of the retail private person customers of the Policyholder possessing main or partner gold bank card issued by the Policyholder. Please, read through carefully the following information letter.

To this information letter the general terms and conditions of CIB Gold Assistance, the special term and conditions of the CIB GOLD Roadside Assistance, CIB GOLD Household Assistance, CIB GOLD medical Assistance are attached, detailing the request of the insurance services. Please review carefully these documents as well.

We draw your kind attention that the CIB GOLD Roadside Assistance and CIB GOLD Household Assistance insurances provided on the basis of the present documents are covering emergency services, and shall not substitute the household and vehicle asset insurance services, but rather ancillary services to household and vehicle asset insurances, which are not necessarily available within household and vehicles insurance agreements.

The insurer and the Europ Assistance Befektetési és Tanácsadó Kft. are available for other questions on the following contact addresses: 1134 Budapest, Dévai u. 26-28. postal address and biztositas@europ-assistance.hu e-mail address.

1. Main data of the Insurer:

Name of the Insurer: EUROP ASSISTANCE S.A. (société anonyme, public limited company)
Seat of the insurer: 1 promenade de la Bonnette 92230 Gennevilliers, France
Registration number: Paris Commercial Court, 451366405
Web: <http://www.europ-assistance.com>
Name and address of the supervisory authority: Autorite de Controle Prudentiel, 75436 Paris, 61 rue Taitbout

The Insurer is providing its insurance activity as a Member State insurer, through its Irish branch, via cross board services on the basis of § 5. (2) of the Act no. LX of 2003 on the Insurance associations and insurance activity (hereinafter referred to as: Insurance Act). The data of the Irish branch are as follows:

Name: Europ Assistance S.A. Irish Branch
Seat: 13-17. Dawson street, Dublin 2 Ireland
Registration number: 907089
Name and address of the supervisory authority: Irish Financial Services Regulatory Authority PO Box 9138, College Green Dublin

The Insurer declares that it is registered in the registry of the HFSA under the name of EUROP ASSISTANCE Limited company (identification number: K8760480), the Insurer declares that the process for the correction is in progress.

Collaborator of the Insurer:

Name: Europ Assistance Magyarország Befektetési és Tanácsadó Kft.

Seat: 1134 Budapest, Dévai u. 26-28

Registration number: 01-09-565790

Web: <http://www.europ-assistance.hu>

Name and address of supervisory authority: Hungarian Financial Supervisory Authority, 1013 Budapest, Krisztina krt. 39.

2. Complaints management:

If you have any complaint in connection with the services provided by us, please, contact our collaborator via post (Europ Assistance Magyarország Befektetési és Tanácsadó Kft., 1134, Budapest, Dévai u. 26-28.), or on phone on +36 1 2367575 or in e-mail (biztositas@europ-assistance.hu).

The Insurer shall notify you by phone or e-mail on the day of receipt of the complaint about the person handling the case and the time frame necessary for the investigation of the complaint. The employee of the Insurer shall inform you in writing within 30 days about the result of the investigation.

If your complaint has not be settled satisfactorily during the consultation with us, you may start consumer protection proceedings at the Hungarian Financial Supervisory Authority, or you may turn to the competent courts defined in the general terms and conditions or to the Financial Dispute Resolution Body with respect to the legal disputes regarding the existence, validity, legal effects and termination of the agreement, moreover regarding the breach of the agreement and the legal consequences of such breach.

3. The supervisory authority of the Insurer:

Hungarian Financial Supervisory Authority
Seat: 1013 Budapest, Krisztina krt. 39. (Krisztina Plaza)
Postal address: 1535 Budapest, 114. Pf.777.
Central phone number: 489 9100
Blue number available on local tariff: 06 40 203 776
Central fax: 489 9102

4. The insurance period:

The insurance period is one year with respect to the group insurance agreement, which equals to the calendar year.

5. Beginning of risk coverage

The risk coverage of the Insurer begins at 00.00 on the day following the one, on which the Insured person issued its joining declaration.

The risk coverage of the Insurer is continuous, however is divided to 12 (twelve) months long risk cover periods. The first covered period starts on the starting day of risk coverage and renews contiguously on the anniversaries of the beginning of risk coverage.

6. The insured event

Insured Event occurs in case of the CIB GOLD Roadside Assistance, if the insured vehicle has been used lawfully, in accordance with the legal, technical and maintenance provisions during the insurance

term and due to a technical failure the vehicle becomes unoperable or unfitting for use in the road traffic in accordance with the applicable legal prescriptions, or a Traffic Accident occurred.

In case of the CIB GOLD Household Assistance the insured event is the emergency, i.e. flooding due to the pipe breakage, sparking conduits due to electric short circuit, sewage overflow due to pipe stoppage, key broken into the lock and due to this the residential building cannot be locked in or opened.

7. Payment of insurance premium

The insurance premium shall be paid by the Policyholder. The Policyholder is paying the insurance premium in advance for 1 (one) year per Insured person.

8. The insurance service

8.1. CIB GOLD Roadside Assistance and CIB GOLD Household Assistance

The Insurer undertakes the provision of the services defined in the special terms and conditions for the case of the occurrence of the Insured event in cooperation with the local and international assistance network of the Collaborator.

The Insurer is providing the services within one risk cover period for one occasion per bank cards possessed by the Insurer with respect to one Insured event per CIB GOLD Roadside Assistance and CIB GOLD Household Assistance.

The Insurer undertakes the reimbursement of the emergency costs up to a gross amount of HUF 30,000 (i.e. Thirty thousand forints – hereinafter referred to as: Benefit Amount) in case of the CIB GOLD Household Assistance.

8.2. CIB GOLD Medical Assistance

The Insurer undertakes the provision of the services detailed in the special terms and conditions for unlimited occasions during one risk cover period.

9. The termination of the insurance and risk coverage

9.1. The cases of the termination of the group insurance agreement are detailed in the Group Insurance Agreement.

9.2. The risk coverage of the Insurer shall terminate with respect to all of the Insured persons in the following date:

9.2.1. in case of the termination of the Group Insurance Agreement at 24.00 on the day of the termination,

The exception from the above is, when the Group Insurance Agreement is terminated by the Policyholder or the Insurer by ordinary termination. In this case the risk coverage of the Insurer shall not cease in the above date, but with respect to all Insured person in different dates as defined in Section 10.3.1.

9.2.2. in case the Policyholder has not paid the due insurance premium, at 24.00 on the 60th day counted from the due date of the non-paid insurance premium.

9.3. The risk coverage of the Insurer shall be terminated with respect to the Insured persons individually in the following dates:

9.3.1. in case of the termination of the Group Insurance Agreement at 24.00 on the final day of

the period covered with the insurance premium;

- 9.3.2. in case of the termination of the insurance relationship by the Insured person at 24.00 on the day of the termination;
- 9.3.3. in case of the termination of the agreement regarding the GOLD bank card between the Policyholder and the Insured person for whatever reason at 24.00 of the day of the termination;
- 9.3.4. in case of the expiry of the validity of the bank card at 24.00 on the last day of the month, except when new bank card has been issued;
- 9.3.5. in case of the termination of the joining made through telecommunication device, at 24.00 on the day the termination declaration has been received by CIB Alkusz.

10. The termination of the insurance relationship

The insurance relationship can be terminated by the Insured person at any time via a declaration made at the Policyholder.

11. The applied exclusions and the cases of the release of the Insurer

The applied exclusions and cases of the release of the insurer are detailed in the general and special terms and conditions.

12. The governing law

For the agreement the Hungarian legal system is applicable, the governing law is the Hungarian.

13. Courts having jurisdiction in case of a legal dispute

In case of a legal dispute the Hungarian law is applicable. In the cases belonging to the jurisdiction of the local courts the Court of the Buda Central Districts is competent, for the cases belonging to the competence of the county courts the general competence rules of the Hungarian Civil Process Code are applicable. In case of a legal dispute the language of the proceedings is Hungarian.

14. Data management

In the meaning of the Insurance Act insurance secrets shall comprise all of the data - other than classified information - in the possession of insurance companies, reinsurance companies, insurance intermediaries and insurance consultants that pertain to the particulars and financial situations (or business affairs) of their clients (including claimants), and the contracts of clients with insurance companies and reinsurance companies.

The Insurer is entitled to process the insurance secrets of clients only to the extent that they relate to the insurance contract, with its creation and registration, and to the service. Processing of such data shall take place only to the extent necessary for the conclusion, amendment and maintenance of the insurance contract and for the evaluation of claims arising from the contract or for any other purpose specified in the Insurance Act.

According to Act XLVII of 1997 on the Protection of Personal Data in the Field of Medicine, the Insurer shall be authorized to process any data pertaining to clients' health only for the reasons set out above and only in possession of the express written consent of the data subject. Insurance companies, insurance intermediaries and insurance consultants must obtain the data subject's prior consent for processing data for purposes other than above. The client shall not suffer any disadvantage if the consent is not granted, nor shall any advantage be given if it is granted.

Unless otherwise provided by law, the owners, directors and employees of the Insurer and all other persons having access to insurance secrets in any way or form during their activities connected to the Insurer shall be required to maintain professional confidentiality with no time limit whatsoever.

Insurance secrets may only be disclosed to third parties under the express prior consent of the client to whom they pertain or his legal representative, and this consent shall precisely specify the insurance secrets that may be disclosed, or there is no legal confidentiality obligation in accordance with the Insurance act.

The requirement of confidentiality concerning insurance secrets shall not apply to:

- a) the Commission when acting in an official capacity;
 - b) investigating authorities and the public prosecutor's office, acting in a pending criminal procedure;
 - c) a court of law in connection with criminal or civil cases as well as bankruptcy and liquidation proceedings, and the independent court bailiff acting in a case of judicial enforcement;
 - d) notaries public in connection with probate cases;
 - e) the tax authority in the cases referred to in the Insurance Act;
 - f) the national security service when acting in an official capacity;
 - g) the Office of Economic Competition when acting within its powers and authority to monitor competition in the insurance industry including insurance companies, insurance intermediaries and consultants, Hungarian representation offices of independent insurance intermediaries and consultants and the trade organizations of these;
 - h) guardian agencies acting in an official capacity;
 - i) the health care authority defined in Subsection (2) of Section 108 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 prescribed in specific other legislation are provided for;
 - k) providers of reinsurance and co-insurance;
 - l) the bureau of insurance policy records maintaining the central policy records with respect to data transmitted as governed in the Insurance Act;
 - m) the receiving insurance company with respect to insurance contracts conveyed under a portfolio transfer;
 - n) with respect to the information required for settlement and for the enforcement of compensation claims, and also for the conveyance of these among one another, the body operating the Claims Security Account and/or the Claims Guarantee Fund, the National Bureau, the correspondent, the Information Centre, the Claims Organization, claims representatives and claims adjustment representatives, or the responsible party if wishing to access - in exercising the right of self-determination - the particulars of the other vehicle that was involved in the accident from the accident report for the purpose of settlement;
 - o) the outsourcing service provider with respect to data supplied under outsourcing contracts;
 - p) third-country insurance companies, insurance intermediaries and consultants in respect of their branch offices, if they are able to satisfy the requirements prescribed by Hungarian law in connection with the management of each datum and the country in which the third-country insurance company is established has legal regulations on data protection that conform to the requirements prescribed by Hungarian law;
 - q) the commissioner of fundamental rights when acting in an official capacity;
 - r) the Nemzeti Adatvédelmi és Információszabadság Hatóság (National Authority for Data Protection and Freedom of Information) acting in an official capacity;
 - s) the insurance company in respect of the bonus-malus rating system and the bonus-malus rating, and the claims record and the bonus-malus rating in the cases specified in the decree on the detailed rules for the verification of casualties
- upon receipt of a written request from a body or person referred to in points a)-j), n), and s) indicating the name of the client or the description of the insurance contract, the type of data requested and the purpose and grounds for requesting data, with the exception that the bodies or persons referred to in points k), l), m), p), q) and r) are required to indicate only the type of data requested and the purpose and grounds for requesting it. An indication of the statutory provision granting authorization for

requesting data shall be treated as verification of the purpose and legal grounds. The confidentiality requirement shall apply to the employees of the agencies specified in the present section beyond the framework of their official capacity.

Pursuant to point e) above there shall be no confidentiality obligation in connection with tax matters where the insurance company is required by law to disclose specific information to the tax authority upon request and/or to disclose data concerning any payment made under an insurance contract that is subject to tax liability.

The Insurer shall be authorized to disclose the personal data of clients in the cases and to the agencies indicated in the legal provisions.

The Insurer shall be required to supply information forthwith where so requested in writing by the investigative authorities, the national security service or the public prosecutor if there is any suspicion that an insurance transaction is associated - pursuant to Act IV of 1978 on the Criminal Code - with:

- a) illegal possession of narcotic drugs;
- b) an act of terrorism;
- c) illegal possession of explosives and destructive devices;
- d) illegal possession of firearms or ammunition;
- e) money laundering;
- f) any felony offense committed in criminal conspiracy or in a criminal organization.

The Insurer shall supply information concerning insurance secrets on record to investigative authorities on the basis of an official request made in connection with a specific case and marked "urgent" even if there is no public prosecutor's endorsement attached.

The obligation to keep insurance secrets shall not apply where the Insurer complies with the obligation of notification prescribed in the Act on the Implementation of Restrictive Measures Imposed by the European Union Relating to Liquid Assets and Other Financial Interests.

The obligation to keep insurance secrets shall not apply when a Hungarian law enforcement agency or the agency operation as financial intelligence unit makes a written request for information - that is considered insurance secret - from a financial institution acting within its powers conferred under Act CXXXVI of 2007 on the Prevention and Combating of Money Laundering or in order to fulfil the written requests made by a foreign law enforcement agency or a foreign financial intelligence unit pursuant to an international agreement if the request contains a confidentiality clause signed by the foreign law enforcement agency of financial intelligence unit.

In case the Insurer ceases to exist without legal successor, the documentation containing professional confidential information handled by the Insurer may be used for archives research after the expiry of 60 years calculated from the origin of the document. For other matters of the business confidential information and insurance secret the current rules of the Civil Code are applicable.

The information cannot be withheld by referring to confidential business information or insurance secret in case of the data supply obligation prescribed in the act on the publicity of information of public interest.

It shall not constitute a violation of insurance secrets when the Insurer supplies information to a third-country insurance company or a third-country data processing agency (third-country data manager) if the client to whom such information pertains (data subject) has given his prior written consent, the third-country data manager satisfies the requirements prescribed by Hungarian law in connection with the management of each datum, and the country where the third-country data manager is established has legal regulations on data protection that conform to the requirements prescribed by Hungarian law.

The Insurer shall be entitled to process personal data relating to any frustrated insurance contract as

long as any claim can be asserted in connection with the frustration of the contract. The Insurer shall be required to delete all personal data relating to their current or former clients or to any frustrated contract in connection with which the data in question is no longer required, if the data subject has not given consent, or if it is lacking the legal grounds for processing such data.

In accordance with § 78. (3) of the Insurance Act, if the Insurer forwards the personal data of its client in the frame of the outsourced activity to the company performing such activity, the outsourced company shall be qualified as the data processor of the Insurer. The Insurer shall take the services of external collaborators in case the special qualification of the mandated person is necessary to perform the insurance services, or in case the Insurer shall provide the services in the same level but with lower cost and for more beneficial price via the mandate of the external service provider. The mandated person (performing the outsourced activity) is processing personal data, and is obliged to keep them confidential in accordance with the applicable law.

15. Limitation period

We kindly draw your attention to the fact that in case of the CIB Gold Assistance insurances the limitation period, within the claims can be enforced, is 1 (one) year, which deviates from the general contractual practices.

CIB GOLD ASSISTANCE INSURANCE TERMS AND CONDITIONS

The present insurance terms and conditions defines the general and special terms and conditions applicable for the insurance relationship established on the basis of the group insurance agreement concluded by and between Europ Assistance S.A. Irish Branch and CIB Bank Zrt. on the CIB GOLD Assistance (hereinafter referred to as: Group Insurance Agreement). The CIB Gold Assistance Insurance includes three from each other non-separable insurances, the CIB GOLD Roadside Assistance, the CIB GOLD Household Assistance and the CIB GOLD Medical Assistance insurances. The Insurer undertakes on the basis of the present insurance terms and conditions the obligation, to provide the services defined in the present terms and conditions in case of the occurrence of the Insured events as defined in the present terms and conditions upon payment of the insurance premium.

THE GENERAL TERMS AND CONDITIONS OF THE CIB GOLD ASSISTANCE

I. Definitions

- 1. Insurer:** The Europ Assistance S.A., registered by the French insurance supervision, acting in the non-life insurance branches defined in part A) of Annex 1. the Insurance Act), and which acts in the territory of Hungary under the freedom of services in cross-border activity in accordance with subsection (2) of § 5. of the Insurance Act through its Irish Branch, the Europ Assistance S.A. Irish Branch (seat: 13-17 Dawson Street, Dublin 2, Ireland, reg. no.:907089) as approved by the HFSA.
- 2. Insured person:** The retail natural person customers of the Policyholder, who, as a possessor of main or partner GOLD bank card issued by any bank card company, having contract with the Policyholder for any of such bank cards, and who are declaring to the Policyholder their will to join to the insurance protection provided by the Group Insurance Agreement.
- 3. Collaborator of the Insurer:** The Europ Assistance Magyarország Kft. – company reg. no.: 01-09-565790, seat: 1134 Budapest, Dévai u. 26-28 - (hereinafter referred to as: EAHUN), registered by the Hungarian Financial Supervisory Authority as an independent insurance intermediary and a company providing assistance services. The Insurer is providing the services defined in the present terms and conditions through its Collaborator.
- 4. Policyholder:** The CIB Bank Zrt. (seat: 1027 Budapest, Medve u. 4-14., Company reg. no.: 01-10-041004), which has concluded the Group Insurance Agreement with the Insurer and is paying the insurance premium.
- 5. Collaborator of the Policyholder:** The CIB Alkusz Kft. (seat: 1027 Budapest Medve utca 4-14.; company reg. no.: 01-09-693224 (the Broker) registered by the Hungarian Financial Supervisory Authority as an independent insurance intermediary (broker), which, under the mandate agreement concluded with the Policyholder, on the basis of the mandate and on behalf of the Policyholder collaborates in the fulfilment of the rights and obligations of the Policyholder arisen from the Group Insurance Agreement.

II. Joining to the Group Insurance Agreement

1. The Group Insurance Agreement has been established through the agreement of the Insurer and Policyholder, for the benefit of the customers of the Policyholder who are joining to the agreement as defined in this terms and conditions. The customers of the Policyholder are entitled to join to the agreement only as insured person, the rights and obligation of a policyholder are not due to the Insured person.
2. The Insured people are joining to the Group Insurance Contract through their Insured Declaration.

The Insured Declaration is the document that contains the consent of the Insured person to extend the effect of the Group Insurance Agreement between the Policyholder and the Insurer to him, and which contains the information regarding the rights and obligations of the insured person. The Insured Declaration is the part of the Group Insurance Agreement.

The Insured person is joining to the group insurance through the signing of the insured declaration and the handing over of the signed declaration to the Policyholder.

The declaration of the Insured person made through telecommunication device and recorded in a provable and identifiable way in the course of the remote sale as defined in the act no. XXV. of 2005 on the financial agreements concluded via remote sale, shall be considered as Insured Declaration (hereinafter referred to as: Insured Declaration made through telecommunication device). In this declaration the Insured person unequivocally declares – on the basis of the information on the agreements – that it requires the CIB GOLD Assistance insurance. The Policyholder shall send written conformation to the Insured person as a confirmation of the establishment of the insurance protection.

Through the joining insurance relationship shall come into existence between the Insurer and Insured person.

3. The insurance relationship created through the joining can be terminated by the Insured person at any time.

III. The beginning and the end of the risk coverage of the Insurer

1. The beginning of the risk coverage is the 00.00 hour of the day following the date of the Insured Declaration.
2. The risk coverage of the Insurer is continuous, however is divided to 12 (twelve) months long risk cover periods with respect to the Insured persons. The first risk cover period begins on the day of the beginning of the risk coverage and renews continuously on the anniversaries of the beginning of the risk coverage.
3. The risk coverage of the Insurer shall terminate with respect to all of the Insured persons in the following date:

3.1 in case of the termination of the Group Insurance Agreement at 24.00 on the day of the termination,

The exception from the above is, when the Group Insurance Agreement is terminated by the Policyholder or the Insurer by ordinary termination. In this case the risk coverage of the insurer shall not cease in the above date, but with respect to all Insured person in different date as defined in Section 10.3.1.

3.2 in case the Policyholder has not paid the due insurance premium, at 24.00 on the 60th day counted from the due date of the non-paid insurance premium.

4. The risk coverage of the Insurer shall be terminated with respect to the Insured persons individually in the following dates:

4.1 in case of the termination of the Group Insurance Agreement at 24.00 on the final day of the period covered with the insurance premium;

4.2 in case of the termination of the insurance relationship by the Insured person at 24.00 on the

day of the termination;

4.3 in case of the termination of the agreement regarding the GOLD bank card between the Policyholder and the Insured person for whatever reason at 24.00 of the day of the termination;

4.4 in case of the expiry of the validity of the bank card at 24.00 on the last day of the month, except when new bank card has been issued;

4.5 in case of the termination of the joining made through telecommunication device, at 24.00 on the day the termination declaration has been received by CIB Alkusz.

5 The termination of the joining made through telecommunication device

The CIB GOLD Assistance insurance requested through telecommunication device can be terminated by the Insured person within 14 days after the delivery of the present terms and conditions, with immediate effect with no obligation for reasoning.

The right of the termination shall be considered as executed in due time, if the declaration is posted by the Client before the expiry of the 14 days or is sent to the CIB Alkusz Kft. (via post: 1024 Budapest, Petrezselyem u. 2-8., electronic way: cibbiztositas@cib.hu).

Before the expiry of the termination deadline the risk coverage of the Insurer shall begin in the time defined in the present terms and conditions, if the Insured person consented expressly to the immediate effect of the insurance cover in the course of the offer made through the telecommunication device.

If the Insured person consented as above to the beginning of the risk coverage of the Insurer before the expiry of the period open for the termination, but later – within the 14 days long deadline – terminates the CIB GOLD Assistance insurance, the Insurer is obliged to repay the insurance premium to the Insured person within 30 days of the receipt of the termination.

The termination of the insurance cover shall not effect the elaboration of the on-going or pending damages being in connection with the Insured events occurred before the termination of the cover, except the Insured person has not consented to the immediate effect of the insurance cover and the insured event occurred during the period open for the termination.

IV. Insurance premium

The Policyholder is obliged to pay the insurance premium.

V. Miscellaneous

1. The announcement and data-change reporting obligation of the Insured person

The Insured person is obliged to announce the change of the data disclosed in the joining declaration within 15 days after the change to the Insurer through the Policyholder.

2. Limitation period

The limitation period of the claims arisen from the Group Insurance Agreement is 1 (one) year counted from the occurrence of the insured event.

3. Applicable law

For the relationship of the Insurer and Insured person the Hungarian law, the present general terms and conditions and the Special terms and conditions, and for the questions not regulated in the previous documents the Hungarian Civil Code and the Act no. LX of 2003 on the insurance associations and insurance activity is applicable.

In case of any dispute in connection or in relation with the Group Insurance Agreement, its breach, termination, validity or interpretation the Court of the Buda Central Districts is competent in the cases belonging to the competence of the local courts, for the cases belonging to the competence of the county court the general competence rules of the Hungarian Civil Process Code are applicable. In case of a legal dispute the language of the proceedings is Hungarian.

SPECIAL TERMS AND CONDITIONS OF THE CIB GOLD ROADSIDE ASSISTANCE

The present special terms and condition contain the specific terms of the CIB GOLD Roadside Assistance insurance. In the questions not regulated with the present terms and conditions the general terms and conditions of the CIB GOLD Assistance are applicable.

I. Definitions

1. **Insured Motor Vehicle** is the motor vehicle and the tow that can be moved together with the motor vehicle, which are operable before the occurrence of the insured event.
 - 1.1. In accordance with the present terms and conditions motor vehicle is:
 - 1.1.1 the automotive having a maximum permitted gross combined weight of 3,5 t, and a maximum number of permitted passengers / seats (together with the driver) of 9.
 - 1.1.2 the motorcycle having an internal-combustion engine of more than 50 cm³ cubic capacity, capable of more speed than 45 km/h and (L3 class as of (6/1990. (IV.12.) KöHÉM decree)
 - 1.2. Tow shall mean with respect to the present terms and conditions the one that can be moved together with the motor vehicle, i.e.
 - 1.2.1 caravan,
 - 1.2.2 trailer of having a maximum permitted gross combined weight of 750 kg.
2. **Insured event** occurs, if the Insured Motor Vehicle has been used lawfully, in accordance with the legal, technical and maintenance provisions during the insurance term and due to a technical failure the vehicle becomes unoperable or unfitting for use in the road traffic in accordance with the applicable legal prescriptions, or a Traffic Accident occurred.
3. **Traffic accident:** sudden, not intentionally caused traffic incidence, which causes damage in the insured motor vehicle, such as especially but not exclusively collision, crash, dive, explosion and effraction of the vehicle.
4. **Technical failure (break down):** any sudden, not foreseen failure of the vehicle, including mechanical or electrical failure, if such causes the immediate immobility of the vehicle, or unexpected failure which jeopardizes the safety of the traffic; or makes impossible to lock the vehicle (e.g.: fault of window-lifter, locks).
5. **Own fault:**
 - 5.1. **In case of the technical failure:**
 - 5.1.1. if the registered keeper of the Insured motor vehicle does not comply with the servicing obligations prescribed for the insured motor vehicle (regular change of spare parts, material and accessories, temporary or other maintenance and check-up);
 - 5.1.2. if the registered keeper of the Insured motor vehicle shall not comply with the servicing needs signalled by the insured motor vehicle;
 - 5.1.3. if the lacks in the vehicle, which have led to the occurrence of the damage, existed and/or could have been noticed before the commencement of the travel, and despite these the registered keeper of the Insured motor vehicle has not had them repaired, and the insured event is in causal coherence with the omission of the above duties by the registered keeper.
 - 5.2. **In case of the Traffic accident:**
 - 5.2.1. wilful causing of the traffic accident

5.3. The lack of the fuel shall be considered as own fault, if it has not been caused by technical failure, and the lock-out from the vehicle, lack of the spare wheel or the wheel brace.

II. Territorial scope:

The insurance covers the insured events occurred in Hungary and in the countries listed below:

Foreign countries:

Andorra, Austria, Baltic Countries, Belgium, Bosnia-Herzegovina, Bulgaria, Cyprus, Czech Republic, United Kingdom, Denmark, Finland, France, Gibraltar, Greece, Holland, Croatia, Ireland, Iceland, Poland, Liechtenstein, Luxemburg, Macedonia, Malta, Monaco, Montenegro, Germany, Norway, Italy, Portugal, Romania, San Marino, Spain, Swiss, Sweden, Serbia, Slovak Republic, Slovenia, Turkey (European part), Vatican City.

III. Insurance service

The Insurer, in cooperation with the local and international assistance network of its Collaborator, undertakes the provision of the following services defined in the agreement in case of the occurrence of the Insured event, with respect to exclusively one Insured event per bank cards possessed by the Insured person during one risk cover period

The passengers of the Insured automotive or motorcycle at the time of the occurrence of the Insured event are entitled for the services, up to the limit of number of passengers as permitted officially and prescribed by the manufacturer.

Depending on the decision of the Insured person many of the services can be requested simultaneously with respect to one Insured event in accordance with the terms of this section.

1. On-the-spot breakdown service

On the basis of this service the on-spot repairer or the trailer of the Insurer is performing the repair of the failure or the re-entry of the vehicle into the traffic as follows:

If the Insured Vehicle is inoperable because of the Insured event notified by the person being entitled to require the services, the Insurer shall send rescue car or trailer after the receipt of the notification of the Insured to the spot.

The Insurer undertakes to send the rescue car or the trailer to the spot of the incident in case of the occurrence of the insured event within 1 hour after the notification of the Insured event in Budapest, in county seats, other county-settlements and in foreign countries within 2 hours – except the cases of vis maior.

The repairer or the trailer tries to reinstate the operability of the Insured vehicle with repair and to make it eligible to the public traffic.

The Insurer reimburses to the service provider the cost of the field-work for one occasion and the labour fee of the on-the-spot repair as proven by invoices in Hungary and in abroad. The spare parts used eventually in case of the on-the-spot repair are not covered by the insurance; such costs shall be paid by the Insured person or the person being entitled to request the services simultaneously with the repair, on the basis of the invoice issued by the supplier.

In case the repair shall be considered as temporary repair in accordance with the opinion of the service provider of the Insurer performing the on-the-spot repair, the permanent and fool proof repair of the vehicle is the obligation of the Insured person, at its own cost.

2. Towing, vehicle storage

The Insurer shall reimburse the costs of the towing of the vehicle to the service shop in case of the failure in Hungary or in abroad, as proven with invoices, directly to the person performing the services as follows:

In case the Insured vehicle being inoperable due to the Insured event cannot be made operable on the spot because the necessary repair cannot be performed on the spot of the Insured event, the trailer sent by the insurer to the site of the incident shall tow the Insured vehicle together with the personal luggage transported in the vehicle to a service shop being in a distance of not more than 50 km from the site of the Insured event. The service shop shall be chosen by the Insured person from the list of the service shops offered by the Insurer.

In case the Insured vehicle shall be towed, the Insurer undertakes the towing of the insured tow as well in accordance with the above conditions.

For the damages occurred during the towing in the Insured vehicle and/or the insured tow the Insurer is responsible.

3. Vehicle storage

The Insurer ensures the storage with the payment of the cost of such storage in case the service shop, in which the Insured vehicle, towed in accordance with section III.2, shall be repaired, is closed during the Insured event, or the service shop cannot undertake the repair of the vehicle within 8 hours. The Insurer ensures the storage of the vehicle until the handover to the service shop, but at the latest until the first working day after the Insured event, until the opening of the service shop.

After the storage the Insurer shall take care of the towing of the Insured vehicle into the services shop as per section III.2.

The Insurer is responsible for the damages occurred during the storage in the Insured vehicle.

4. Replacement vehicle

In case the repair of the Insured motor vehicle is likely not finished on the day of the Insured event occurred, the Insurer undertakes the organization of a replacement vehicle necessary as per the number of the passengers of the Insured vehicle, and the payment of the associated costs as follows up to 24 hours.

The Insurer warrants that the replacement vehicle(s) comply in all cases with the vehicles of ECMR code defining the international category of replacement vehicles. The codes defining the international category of replacement vehicles can be checked in the following website:

http://www.acriss.org/pdfs/Vehicle_Guide_English_2011_Sep.pdf .

The Insurer shall take care of passing the Insured person and the passengers to the replacement car.

The Insurer reimburses exclusively the rental fee of the replacement vehicle. The Insurer shall not be liable to reimburse the operation costs of the replacement vehicle (such as fuel costs) and costs arisen from eventual other damages, and is especially not obliged to reimburse the deposit requested by the car lease company.

The Insured person is obliged to comply with the eventual other conditions of the car lease company. The Insurer shall mediate the claim of the Insured person to the car lease company during the organization of the present services; the actual car lease agreement shall be concluded between the car lease company and the Insured person in accordance with the general terms and conditions of the car lease company, by taking into consideration the terms defined therein.

The Insured person or the other person being entitled to request the services is obliged to pass the replacement vehicle on the site of the car lease company at the end of the period covered with the reimbursement of the Insurer.

5. Assistance through phone, emergency translation in foreign languages:

In case the owner of the Insured vehicle get into emergency abroad, and needs immediate translation, the Insurer undertakes the translation through its collaborator in the following languages: English, German, Croatian, Serbian and Romanian, and the assistance via phone.

IV. The notification of the Insured event, process of the claim handling

1. The Insurer shall operate a live-voice phone centre available 0-24 hours through its Collaborator in order of the notification of the Insured events. The CIB GOLD Assistance claim notification number is 061/236-7575 within Hungary and +361/2367575 from abroad.
2. In case of the occurrence of an Insured event the person(s) being entitled to request the services are obliged to notify the Insurer from the site of the occurrence of the Insured event immediately through the Collaborator on the number as defined in section IV.1.
3. The following data shall be given during the phone call:
 - availability on phone;
 - name of the vehicle model, registration plate number;
 - location of the inoperable vehicle;
 - reason of the inoperability of the vehicle, and other circumstances being considered as important, which influence the proceeding of the Insured event and the claim handling.
4. After the notification of the Insured event the Collaborator shall check the entitlement of the Insured person requesting the services (cover check). In case the Insured person has insurance cover, the Insurer shall immediately organize the provision of the insurance services through its Collaborator. In case it is possible, the Insurer notifies the passenger(s) of the vehicle on the content of the insurance services and the foreseeable fulfilment deadline.
5. In case the insurance cover cannot be verified, or there is an extensive doubt in the existence of the Insured event on the basis of the circumstances recorded in the claim notification, the Insurer shall not advance the costs of the insurance services, these shall be paid by the Insured person and/or the person being entitled to request the services on the spot against invoices. The Insurer shall notify on this circumstance the Insured person and/or the person being entitled to request the insurance services during the notification of the claim through the Collaborator. The organization of the insurance services shall be continued in case the Insured person and/or the person being entitled to request the services undertake the payment of the costs on the basis of this preliminary notification. (If the Insured person is not available on the spot of the Insured event, the declaration of the person being entitled to request the services binds the Insured person as well against the Insurer.)
6. If later the Insured person verifies the legality of the Insured event or the existence of the insurance cover, the Insurer shall reimburse the cost of the insurance services paid by the Insured person in Hungarian forint. If the invoice indicates other currency than the Hungarian forint, the Insurer shall pay a forint amount calculated on the basis of the official exchange rate published by the Hungarian National Bank on the day of the issuance of the invoice. The Insurer shall reimburse the amount paid by the Insured person within 15 days after the verification of the

rightfulness of the claim and the receipt of the original copy of the invoice by the Insurer.

7. The persons being entitled to request the services and the Insured person are obliged to provide the information necessary to the establishment of the cover, legal basis and amount of the claim, and to make possible the control of the content of the notification and information. The person being entitled to request the services and the Insured person are obliged to provide the Insurer with the available documents necessary to the enforcement of the claims of the Insurer against third parties.
8. The Insured person and the person being entitled to request the services is obliged to mitigate the damages as it can be expected. The Insured person and the person being entitled to request the services and the Collaborator of the Insurer may agree during the claim handling process in the damage mitigation obligations of the Insured person and the person being entitled to request the services.

V. Exclusions and limitations, release of the Insurer

5.1 The insurance and the risk coverage shall not include:

5.1.1 The following vehicles: race motor cycles, race cars, vehicles being entitled to use emergency signals, vehicles transporting hazardous materials, historical vehicles, taxi transporting passengers or goods, vehicles of car lease companies, training vehicles.

5.1.2. The Insured event occurred on a place closed from vehicles or public traffic.

5.1.3 The damages of the Insured vehicle caused by its tows.

5.1.4. The damages occurred through the theft of the Insured vehicle.

5.1.5 The damages suffered during the Insured event with a vehicle having no valid MOT, and the damages of such Insured vehicle.

5.1.6 The repair and maintenance costs necessary to the permanent repair of the Insured vehicle.

5.1.7 The transport or postal costs of the luggage if these cannot be transported together with the Insured person or the person being entitled to request the services, the claims of hitch-hikers travelling in the Insured vehicle.

5.1.8 The damages to be reimbursed on the basis of other insurances of the Insured person (casco etc.)

5.1.9 The damages occurred in direct causal coherence with rebellion, riot, demonstration, strike, terrorist or war incidents.

5.1.10 Damages occurred during the measurements of Hungarian or foreign state or administrative organizations.

5.1.11 If the driver of the vehicle was under the influence of alcohol or other material with narcotic effect, or an illness influencing the recognition in the time the damages occurred, or attempted suicide, except such circumstances has not co-effected in the occurrence of the Insured event, and this can be verified by the Insured person, or in case of the alcohol the level of the alcohol shall not exceed the permitted level as of the legal provisions of the state the Insured event occurred.

5.1.12 Accidents caused directly or indirectly through nuclear fission, ionizing and radiating materials, waste and products, nuclear, biological or chemical weapons.

5.1.13 Events caused by natural disasters.

5.1.14 The cargo and non-insured tows of the insured vehicle.

5.1.15 Events caused by Own fault.

5.2. In the following events the Insurer shall be released from the provision of the insurance services:

5.2.1 The person being entitled to request the insurance services has not notified the Insurer on its claim immediately after the occurrence of the Insured event (the spot of the break down) on the number defined in section IV.1, and due to this lack essential circumstances become undetectable.

5.2.2 The person being entitled to request the insurance services has not taken them in a manner previously agreed with the person available on the roadside assistance phone number.

5.2.3 If the Insurer proves that the damage has been caused by the owner of the vehicle, the Insured person, or their relative living in the same household, the employees, authorized personnel, member or organs of the Insured person assisting in the operation of the vehicle illegal, wilful or with gross negligence.

The following cases shall be qualified as gross negligence:

5.2.3.1 The use of the vehicle does not comply with the legally prescribed technical conditions in terms of the permitted gross weight and number transportable persons.

5.2.3.2 If the Insured event occurred due to the fact that the operability has been repaired only temporary, not permanent after a prior failure.

5.2.3.3 If the Insured person, if the costs have been advanced by him, has not verified the costs with original invoices.

5.2.3.4 The driver of the vehicle being in the public traffic had no valid driving licence when the Insured event occurred, and this fact co-effected in the occurrence of the Insured event.

5.2.3.5 The Insured event has been caused by the improper operation of the vehicle, or when the Insured event occurred the vehicle had no valid MOT, traffic licence or plate number.

5.2.3.6 The person(s) being entitled to request the services are withholding circumstances essential with respect to the undertaking of the agreement, or misleads the Insurer during the claim handling with respect to a fact that has an effect to the payment obligation of the Insurer or to the extent of such payment obligation.

5.2.3.7 If persons have been transported by the Insured vehicle in violation of the provisions of the road-regulation, if such fact co-effected in the occurrence of the Insured event.

5.2.3.8 If during the driving of the Insured vehicle crime or offence has been committed in accordance with the law of the country of the occurrence of the Insured event.

SPECIAL TERMS AND CONDITIONS OF CIB GOLD HOUSEHOLD ASSISTANCE

The present special terms and condition contains the specific terms of the CIB GOLD Household Assistance insurance. In the questions not regulated with the present terms and conditions the general terms and conditions of the CIB GOLD Assistance are applicable.

I. Definitions

1. **Insured building:** The residential building within the territory of Hungary as detailed at the notification of the Insured event by the Insured person, in which the insured person is living permanently.

Permanently lived is the building, in which the Insured person lived for more than 270 days consecutively during the given insurance period.

The building, in which the Insured person has not lived consecutive 270 days, shall not be considered as permanently lived even in case the permanent or temporary address of the Insured person is registered in the building.

The building being under construction or renovation shall not be considered as permanently lived until the residents moved in.

2. **Insured event:** the emergency, i.e. the failure of the mechanical, technical equipment of the Insured building, or a situation, circumstance that is a result of a sudden external mechanical impact, which requires immediate action to avoid the further damages and danger of accident, and which emergency can be remedied with any of the below crafts.

The following events shall be especially treated as emergency: flooding due to the pipe breakage, sparking conduits due to electric short circuit, sewage overflow due to pipe stoppage, key broken into the lock and due to this the residential building cannot be locked in or opened.

The following events especially shall not be considered as emergency, i.e. insured event: repair of gas and electronic devices, change of lock, if not connected with emergency, pipe stoppage that does not cause sewage overflow.

Emergency crafts: electrician, water and gas fitter, drain cleaning, locksmith, glazier.

II. The insurance service

1. The insurance service:

- 1.1 In case of the occurrence of the Insured event the Insurer shall organize the emergency services, and cover the costs of the craftsman sent by the Insurer (hereinafter referred to as: Craftsman) arisen in order to remedy the emergency – i.e. one-time field work fee, hourly lump sum fee, cost of the spare parts – up to an amount of gross HUF 30,000.- i.e. Thirty-thousand forint (hereinafter referred to as: Benefit amount) per Insured event.

- 1.2 The Insurer undertakes exclusively the reimbursement of the emergency costs necessary to reinstate the status before the occurrence of the emergency, the costs of

materials, fittings of the same type and category as the original up to the Benefit amount.

- 1.3 The Insurer reimburses the emergency costs up to the Benefit amount directly to the Craftsman. In case the emergency costs exceed the benefit amount, the difference shall be paid by the Insured person on the basis of the invoice of the Craftsman; the Insurer does not undertake to reimburse such difference. The Craftsman issues a work-sheet on the performed work, which contains the entire cost of the Craftsman in connection with the performed work.
- 1.4 The insurance service can be requested once during one risk cover period, for one Insured event per bank card possessed by the Insured person.

III. The notification of the Insured event, process of the claim handing

1. The Insurer shall operate a live-voice phone centre available 0-24 hours through its Collaborator in order of the notification of the Insured events. The CIB GOLD Assistance claim notification number is 061/236-7575.
2. In case of the occurrence of an Insured event the Insured person is obliged to notify the Insurer immediately, but at the latest within 24 days after its discovery on the number defined in section III.1. During the claim notification the Insured person is obliged to give the following data: name, date and place of birth, address of the Insured building, client number (if available), and is obliged to inform the Collaborator on the conditions of the insured event, on the circumstances of occurrence in details.
3. After the notification of the Insured event the Collaborator shall check the entitlement of the Insured person requesting the services (cover check). In case the Insured person has insurance coverage, the Insurer shall immediately organize the provision of the insurance services through its Collaborator. If only a later time is suitable for the Insured person, he is still entitled for the services, but is obliged to avoid the occurrence of further damages (such as to block the water pipe in the building). The Collaborator and the Insured person shall agree on the later date during the notification of claim.
4. In case the insurance cover cannot be verified, or there is an extensive doubt in the existence of the Insured event on the basis of the circumstances recorded in the claim notification, the Insurer shall not advance the costs of the insurance services, but these shall be paid by the Insured person on the spot against invoices. The Insurer shall notify on this circumstance the Insured person during the notification of the claim through the Collaborator. The field work and the remedy of the emergency shall be provided if the Insured person undertakes the payment of the costs on the basis of this preliminary notification.
5. If later the Insured person verifies the legality of the Insured event or the existence of the insurance cover, the Insurer shall reimburse the cost of the insurance services paid by the Insured person up to the Benefit amount, within 15 days after the verification of the rightfulness of the claim and the receipt of the original copy of the invoice by the Insurer.

IV. Exclusions, reasons of the release

1. **The risk coverage of the Insurer is excluded for the following cases:**
 - a. **the damages occurred in connection with war incidents, demonstration, procession, terrorist action, internal riot, any army or police action, or**
 - b. **any damages due to the harmful effect of nuclear energy, or**
 - c. **any damages occurred in connection with natural or industrial disaster, or**

SPECIAL CONDITIONS OF CIB GOLD MEDICAL ASSISTANCE

The present special terms and condition contains the specific terms of the CIB GOLD Medical Assistance insurance. In the questions not regulated with the present terms and conditions the general terms and conditions of the CIB GOLD Assistance are applicable.

I. Teledoctor service

1. The Insurer shall provide 24 hours medical information services in case of the following requests:
 - a) Medical help (hospital, clinic, medical consulting room, doctor on duty) – nomination of address and telephone number
 - b) Paediatrician help (hospital, clinic, medical consulting room, doctor on duty) – nomination of address and telephone number
 - c) Nomination of dentist (address, telephone number, duty)
 - d) Information on pharmacies (address, telephone number, duty)
 - e) Information on veterinarians on duty
 2. General medical advice through phone by specialists in connection with the following questions regarding children and adults:
 - a) Information on medical status
 - b) Explanation of medical technical terms, hospital discharge summary
 - c) Explanation of laboratory summaries and relating consequences
 - d) Explanation of medical procedures
 3. The Insurer undertakes the organization of the home care if necessary in the following cases, through contractual care specialist network):
 - a) Social services: cooking, washing, accompanying, delivery of medicines, help in the bath, daily cleaning, housecleaning, night watch,
 - b) Medical services: giving of injections, wound dressing, change of bed-pans, change of diapers, moving, help in bathing,
 - c) Special services: personal help service for persons with hearing impairment and disabled, personal care of mentally disabled, therapeutic exercises, therapeutic massage.
 4. In case of the organization of the home care the Insurer notified exclusively on the data of the special therapeutics performing the services the Insured person requests.
 5. In case the service requested by the Insured person requires special knowledge, the Insurer obtains the necessary information or organizes the special service, and contacts the Insured person within 2 working days in working hours (between 9-17:30) via phone.
- 6. Exclusions:**

The service cannot be required in the following cases:

- a) **Cases being in connection with the regular alcohol-consumption of the Insured person, the taking of drugs, narcotic materials or the medicines taken by the Insured person,**
- b) **in case of the Insured person or the person contacting the Insurer in order to request the services is under the influence of alcohol, drugs or other narcotic material,**
- c) **cases being in connection with esthetical (cosmetic) treatment and surgical interventions**
- d) **event being in connection with eye-correction operations,**

- e) **Order, request or repair of dioptric glasses and sunglasses, contact lenses and their accessories, complaints in this regard,**
- f) **Order, request and repair of audiphones, complaints in this regard,**
- g) **medical or other health treatment necessary as a consequence of a treatment made by a person having no permit issued by the National Public Health and Medical Officer Service, no medical qualification and operational permit.**