

CUSTOMER INFORMATION
on the main data and activities of ERIX Kft.

Dear Customer,
hereby we would like to provide you with information on the main data, activities, legal status and the basis of your cooperation with ERIX Kft.

I. General data of ERIX Kft.

Company name:	ERIX Biztosítási Alkusz és Tanácsadó Korlátolt Felelősségű Társaság
Brief company name:	ERIX Kft.
Represented by:	Tibor Kiss, managing director
Year of incorporation of the company	1991
Registered seat/correspondence address:	1096 Budapest, Vendel u. 11.
Company registration no.:	01- 09-160610
Tax number:	10641103-2-43
Registered capital:	HUF 38,800,000
Central telephone no.:	+36 1 455 6300
Home page:	https://www.erix.hu
Branch office:	6726 Szeged, Fő fasor 72/B. II. emelet
Core activities:	Independent insurance intermediation (brokerage), insurance advisory services
Supervisory authority	National Bank of Hungary
Registration number with the Supervisory Authority:	204121402545

II. Information on the activities carried out by ERIX Kft.

1. The activities and legal status of ERIX Kft. are regulated by Act LXXXVIII of 2014 on the Business of Insurance (Insurance Act).
2. As part of its activities, ERIX Kft. acts as an independent insurance intermediary or broker, acting on behalf of the customer, under a contract entered into with the customer.
Unlike a broker, a tied insurance intermediary (agent, multiple agent) mediates the insurance contract on the basis of its legal relationship with the insurer, on the basis of the insurer's mandate.
3. Our Company does not hold a qualifying or other participation in an insurer, and an insurer or its parent company does not hold a qualifying or other participation in our Company.
4. Certain important elements of the Insurance Act that also affect our relationships are highlighted below:
 - Section 40 (1) "the business of insurance may be pursued by insurance companies only."
This means that our Company may not undertake any risk and may not indemnify our customers based on their insurance contracts.
 - Section 398 (1) "Independent insurance intermediaries (hereinafter referred to as "broker") work for and on behalf of the customer, under contract with the customer.
We mediate competing products offered by insurers and/or develop tailored/ individual insurance coverages for our customers.
On behalf of the customer, our Company prepares the conclusion of the insurance contract or, at the specific request of the customer (Principal), its activities also involve the conclusion of the contract. Our activities also include, at the specific request of the customer (Principal) to that effect, providing advice on the assessment, management and insurance of the customer's insurance risks (even if the insurance contract is not entered into), and contribution to the performance and management of the rights and obligations arising from the insurance contract and in the enforcement of the Principal's claims.
 - Section 398 (2) "If so authorised by the insurance company, the broker is entitled to act on the customer's orders to accept payments of insurance premiums."
Our Company will receive from the customer the premium or advance payment with respect to the insurance contract it has mediated, subject to the fulfilment of those set forth above and other applicable requirements.
 - Section 398 (3) "Brokers may not engage in agency or multiple insurance agency activities."
Our company may not mediate an insurance contract in the absence of a mandate from its customer or upon a mandate from an insurer.
 - Section 398 (6) "In the case of advised sales, the multiple agent: shall... - give advice to the customer on the basis of a fair and personal analysis and perform an objective analysis of a sufficient number of insurance products competing on the market,"

Based on the information and data provided by the customer (Principal), our Company assesses the customer's insurance needs, performs a risk analysis, obtains a sufficient number of insurance offers available on the insurance market in preparation for the conclusion of the insurance contract, and presents, analyses and provides the customer with an offer in a verifiable manner that is tailored to the customer's needs.

5. The list of the natural person(s) involved in the mediation of insurance contracts is set out in a separate Declaration, which also certifies the conclusion of the insurance contract.
The details of ERIX Kft. and of the natural persons acting as insurance intermediaries on its behalf can be verified on the website of the HNB in the Register of Insurance Intermediaries (<https://apps.mnb.hu/regiszter/>).
6. Our company is itself liable for professional damages caused in the course of its insurance mediation activities and for restitution, and therefore ERIX Kft. possesses liability insurance for professional liability damages or restitution in connection with its brokerage activities for an amount complying with the provisions of the Insurance Act. Cover is provided by Generali Biztosító Zrt.
7. Our company is licensed to distribute (mediate) all insurance products, with respect to and in accordance with the terms and conditions of the Cooperation Agreements entered into with the insurers.
8. Our company performs a thorough and personalised analysis prior to the entry into of an insurance contract (sale of insurance) and provides insurance advice to its customers on the basis of this analysis, and in addition, fulfils its obligation to inform customers in accordance with the Insurance Act.
9. In general, unless otherwise agreed in writing, our Company does not charge its customers a separate engagement fee (direct remuneration) for the provision of insurance intermediary services to the Principal. Our company is entitled to receive consideration as set forth in Section 375/ B (3) of the Insurance Act (indirect remuneration) from the insurer that enters into the contract with the customer (Principal) with contribution from our Company, also including public procurements). In this case, the insurance premium shall include the amount of the broker's remuneration.

Our Company shall receive for its intermediary activities direct remuneration or direct remuneration in addition to indirect remuneration from the customer (Principal), pursuant to and under a separate agreement to that effect. In particular, where the mandate is exclusively for the provision of specialist advice or the mediation of an insurance contract where the premium does not include, or only partially includes indirect remuneration from the insurer. In all cases, the amount of the direct remuneration or the method of its calculation shall be set out in a separate agreement or in the Brokerage mandate.

Our company will not receive any other type of remuneration other than the above, in lack of a separate agreement to that effect.

10. Concerning insurance contracts of our customers where the premiums are paid through our Company, any rebates (e.g. settlement premium difference, unearned premium) may be received by our Company without any restriction as to the amount.
Our Company will not and may not accept any other amount (e.g. compensation) due to the customer from the Insurer, unless otherwise agreed.
11. In general, unless otherwise agreed, our Company carries out its insurance intermediary activities in the scope of the long-term agency relationship described in Section 6:293 (3) of the Civil Code.
12. In the event of termination of the agency agreement for insurance intermediary activities contrary to the law or the agreement - if the lawful situation cannot be restored - the Principal shall be obliged to pay the amount of direct or indirect remuneration due to the Agent pursuant to Section 375/B (2) or (3) of the Insurance Act for the period of insurance still lawfully remaining under the insurance contracts affected by such termination contrary to the law, mediated by the Agent, even if the indirect remuneration had been borne by the Insurer up to that point in time.
13. The statutory regulation of the insurance relationship is set out in Book Six, Part Three, Title XXII of the new Civil Code, in addition to other legal regulations.

III. Complaints handling

1. If, despite the assistance of our staff, your problem has not been resolved in a satisfactory manner, you may lodge a complaint verbally (in person) at the head office or branch office of ERIX Kft. or in writing (in person or by hand or by post, or by fax or e-mail to the given fax number or e-mail address), or you may lodge a complaint regarding the conduct, activity or omission of a member of our staff or agent performing insurance brokerage activities at the following contact addresses:

Central customer service: 1096 Budapest, Vendel u. 11.
Postal correspondence address: 1096 Budapest, Vendel u. 11.
Telephone number: +36 1 455 6386
Telefax: +36 1 455 6399
e-mail: erix@erix.hu

2. If you have a complaint regarding our activities, you may contact the following bodies, depending on the nature of the complaint:

Our company is an organisation authorised to carry out activities supervised by the HNB.

The contact details of the Supervisory Authority are:

Registered seat:	1013 Budapest, Krisztina krt. 55.
Correspondence address:	National Bank of Hungary, 1850 Budapest
Central telephone no.:	+36 1 428 2600
Central telefax:	+36 1 429 8000
E-mail:	info@mnbb.hu
Web address:	https://www.mnbb.hu
Address of customer service:	1122 Budapest, Krisztina krt. 6.
Correspondence address of customer service:	1534 Budapest BKKP, P.O box: 777
Customer Service telephone number:	+36 80 203 776
Telefax number of Customer Service:	+36 1 489 9102
Electronic Correspondence address of Customer Service:	ugyfelszolgalat@mnbb.hu

We call your attention to the consumer protection website of the Authority at: <https://www.mnbb.hu/fogyasztovedelem>), the information and comparison applications available there.

Procedure of the Financial Mediation Board, the use of mediation and judicial redress:

The Financial Arbitration Board is a professionally independent body operated by the HNB. A consumer may submit a written request to the Financial Mediation Board for the out-of-court settlement of consumers' possible financial disputes relating to the conclusion and performance of the insurance contract. The Financial Mediation Board will attempt to reach a settlement and, if this is unsuccessful, will decide on the case in order to ensure that consumer rights are enforced in a simple, quick, efficient and cost-effective manner. The Board's proceedings may be initiated only if the consumer had first attempted to settle the dispute directly with the insurer or broker or has unsuccessfully applied to the insurer or broker for a fair settlement.

Contact details of the Financial Arbitration Board:

Customer Service:	1122 Budapest, Krisztina krt. 6.
Mailing address:	1525 Budapest P.O. box 172
Telephone:	+36 80 203 776
Telefax:	+36 1 489 9102
E-mail:	ugyfelszolgalat@mnbb.hu

Other relevant information on the functioning of the Financial Arbitration Board (including its rules of procedure) are available at the website <https://www.mnbb.hu/bekeltetes>.

Of the preventive, conflict or dispute resolution procedures available in addition to the proceedings of the Financial Arbitration Board, mediation proceedings may also be initiated under Act LV of 2002 on Mediation.

Claims arising from insurance contracts may be enforced through judicial means without using the alternative dispute resolution methods indicated above. Court proceedings shall be governed by the provisions of the Act on Civil Procedure.

IV. Other provisions

Some important implications of the above and other legislation are, without being exhaustive, the following:

- The delivery of the insurance offer, the initial and continued premiums, the termination of the insurance contract and other disclosures to the broker does not constitute delivery to the insurer or its representative,
- Payment of the premium due under the insurance contract is the sole responsibility and obligation of the Policyholder/Insured. The broker shall not be liable for any loss of insurance cover resulting from late payment of premiums or any non-payment of premiums,
- The Insured must notify the Insurer, directly or through the broker, of all circumstances relevant to the assessment of the risk or the conclusion of the insurance, and of any changes in such circumstances; such obligation to notify shall be deemed to have been fulfilled only in writing and only in an official form, and therefore any facts or information that have come to the knowledge of the broker or any of its employees in an unofficial form shall not constitute fulfilment of the obligation of notification,
- The broker can only perform a risk analysis or advise its customer on the basis of risk and other data provided to him by his customer; and any advice provided to the customer will be also based on such information,
- The on-site inspection or risk assessment conducted by the broker is not a substitute for the risk assessment performed by the insurer, in particular with regard to the design of and compliance with fire and burglary protection.

Date: Budapest, 11 July 2023

Tibor Kiss
Signed
Managing Director