

Date of coming into force: 1 January 2002

Government Decree No. 25/1998. (II.18.)Korm.
(consolidated structure)

**on the Care/Maintenance and Benefits of Foreigners Coming Under the Effect of Act
CXXXIX of 1997 on Asylum**

Based on the authorization granted in Section 60, subsection (1), paragraph b) of Act CXXXIX of 1997 on Asylum, the Government hereby orders the following:

GENERAL PROVISIONS

Section 1

(1) The creation of the living conditions of persons seeking recognition as refugees and temporarily protected persons (hereinafter referred to as “claimants”) and the promotion of the social integration of refugees are state responsibilities.

(2) The responsibilities mentioned in subsection (1) shall be fulfilled by the Office of Nationality and Immigration of the Ministry of the Interior (hereinafter referred to as the “Office”) directly and/or through the reception centre or another place of accommodation corresponding thereto, or through the notary of the municipal government (metropolitan district) who is competent at the domicile or place of accommodation of the person receiving care/maintenance or benefits (hereinafter referred to as notary).

(3) In the interest of the more effective execution of the responsibilities related to care/maintenance, the Office may conclude contracts with the agencies mentioned in Section 30 of the present Decree on the fulfilment of the individual responsibilities of care/maintenance, under the terms and conditions specified therein.

SYSTEM OF CARE/MAINTENANCE AND BENEFITS

Section 2

(1) The forms of care/maintenance and benefits are as follows:

- a) care/maintenance falling within the sphere of personal care;
- b) pecuniary care/maintenance;
- c) pecuniary benefits;
- d) benefiting from donations.

(2) Care/maintenance falling within the sphere of personal care:

- a) care/maintenance at the reception centre or another place of accommodation corresponding thereto;
- b) health care;
- c) tuition, education and placement in institutions of education and tuition and institutions for children;
- d) free Hungarian language tuition.

- (3) Pecuniary care/maintenance:
- a) regular subsistence contribution;
 - b) travel benefit;
 - c) school enrolment benefit;
 - d) reimbursement of translation costs of documents;
 - e) residence benefit.

- (4) Pecuniary benefits:
- a) one-time settlement benefit;
 - b) home creation benefit;
 - c) benefit received upon definitive departure from the country.

GENERAL CONDITIONS OF CARE/MAINTENANCE AND BENEFITS

Section 3

(1) Free care/maintenance falling within the sphere of personal care and pecuniary care/maintenance, care/maintenance referred to in Section 2, subsection (2), paragraph a), with the exception of the regular subsistence contribution, shall be provided upon the request of the claimant, refugee or temporarily protected person if he has no property or income or if the monthly income falling on one person calculated with consideration to the total income of his own, his spouse and direct-line relatives sharing a household with him, does not exceed the prevailing lowest monthly amount of the old-age pension.

(2) Refugees shall be entitled to free-of-charge Hungarian language tuition, regardless of the property and income limit specified in subsection (1).

Section 4

For the purposes of the present Decree, the income and/or property as specified in Section 4, subsection (1), paragraphs a) and b) of Act III of 1993 on Social Administration and Social Care/Maintenance shall qualify as income and/or property.

Section 5

(1) The claimant shall make a declaration on his property and income situation simultaneously with the submission of his application for recognition by completing the form defined in Appendix No. 1.

(2) The Office shall make the following entry in the care/maintenance document of the claimant defined in Appendix No. 3 and in the document of a temporarily protected person authorizing him to stay in Hungary and to use the services of care/maintenance: “entitled to care/maintenance and benefits” or “not entitled to care/maintenance and benefits”, and shall send the list of those concerned, in a breakdown by their legal status, to the National Health Insurance Fund (hereinafter referred to as NHIF) monthly. The changes shall be notified to NHIF by the 15th day of each month, in the list of amendments.

(3) If the property or income of the person receiving care/maintenance and/or benefits has reached the limit stated in Section 3, subsection (1) of the Decree, he shall report this fact

- a) to the Office if he stays at a reception centre, or otherwise
 - b) to the notary
- without delay but not later than within 15 days.

(4) The Office or the notary may oblige the person receiving care/maintenance and/or benefits during the disbursement thereof to make a declaration as referred to in subsection (1) or to certify his property or income. The person concerned shall fulfil this obligation within 15 days.

(5) If the changes occurring in the property and income situation have been reported to the notary, the notary shall amend the entry relating to the person's entitlement and shall, without delay, notify the Office thereof.

Section 6

(1) If the person receiving care/maintenance and/or benefits fails to fulfil his obligation specified in Section 5, subsections (1) to (4), the Office or the notary may suspend the disbursement of the care/maintenance or benefits established for him until the fulfilment of the obligation. If the term of such suspension exceeds 60 days, the pecuniary care/maintenance may not be disbursed retroactively. NHIF shall be notified of the suspension of disbursement in priority procedure.

(2) In the interest of checking the details stated in the declaration or any other certificates submitted in respect of the claimant's property and/or income situation, the Office or the notary may contact the tax authority and social security authority competent at the domicile or place of accommodation of the person receiving care/maintenance and/or benefits. The agency contacted shall respond to the request for data within 30 days.

(3) The Office may withdraw the care/maintenance and benefits if untrue details are stated about a person's property and income situation or about any changes therein.

(4) If an claimant avails himself of pecuniary care/maintenance without being eligible, the Office may oblige the claimant to repay any amounts of care/maintenance used unlawfully as of the date of becoming non-eligible.

(5) With the exception contained in Section 3, subsection (1), care/maintenance falling within the sphere of personal care shall be withdrawn and the disbursement of any pecuniary care/maintenance or benefits, with the exception of the regular subsistence contribution, shall be terminated if a change has occurred in the property and/or income situation of the person receiving such care/maintenance, on the basis of which he is no longer entitled to care/maintenance. The disbursement of any pecuniary care/maintenance shall also be terminated, with the exception defined in subsection (7), if the person receiving such care/maintenance does not receive it within 30 days of the date of disbursement or, in the case of regular disbursement, until the date of the next due disbursement, in spite of the written notice of the notary, was not able to excuse himself/herself or if he has not used the residence benefit for the purpose specified in Section 20/A, subsection (1).

(6) In the case of the termination of disbursement, any pecuniary care/maintenance shall be established and disbursed on the basis of a new application, provided that the person is still eligible. Pecuniary care and maintenance, as well as pecuniary benefits may not be provided

until the repayment obligation is fulfilled, if the Office obliged the claimant to repay pecuniary care/maintenance, even if the claimant became entitled to pecuniary care/maintenance in the meantime.

(7) The disbursement of any pecuniary care/maintenance or benefit shall be suspended if the refugee reported his stay abroad in excess of 30 days to the Office or to the notary.

FORMS OF CARE/MAINTENANCE FALLING WITHIN THE SPHERE OF PERSONAL CARE

Care/maintenance at a reception station or any other place of accommodation corresponding thereto

Section 7

(1) If the Office takes care of the placement, as well as the care and maintenance of the claimant and/or the temporarily protected person through the reception centre or any other accommodation corresponding thereto, as defined in subsection (3), the following shall be provided within the framework of care and maintenance:

- a) accommodation,
- b) three meals a day (breakfast, lunch, dinner),
- c) accessories for personal use (tableware and hygienic accessories, clothing).

(2) Claimants, refugees and temporarily protected persons who completed the 14th year of their age shall receive monthly spending-money for free use in an amount fixed by the Minister of the Interior, as of the third month of stay at the reception centre. The spending-money shall be cancelled if the person receiving the spending-money violates the rules of the house of the reception centre repeatedly or grossly despite a preliminary warning relating thereto.

(3) For the purposes of the provisions applicable to the sphere of care and maintenance provided at the reception centre, the accommodation or camp operated on the basis of a contract and the child protection institute designated for the placement of minor claimants without attendants shall qualify as another accommodation corresponding to the reception centre.

Section 8

If the alien policing authority provided for the placement and care/maintenance of an claimant for the duration of the asylum proceedings, the Office shall reimburse the alien policing authority for the costs of care/maintenance.

Section 9

(1) Refugees may, if they have no flat or any other place of accommodation, stay at the reception centre and may receive the care/maintenance provided therein for a period of 6 months reckoned from the date of the non-appealable final decision on their recognition. The director of the reception centre may extend the above period by a further 6 months on a single occasion. Further stay for another six months on maximum one more occasion may be authorized by the Office.

(2) The refugee shall not be entitled to repeated placement at the reception centre if he/she left the reception centre and used the care and maintenance, as well as the benefits provided to him/her with regard thereto.

(3) The stay of the refugee at the reception centre may also be permitted by the Office beyond the period of time contained in subsection (1), if the refugee has already completed the 65th year of his/her age, or is not able to adopt himself/herself to the society and to live independently due to his/her permanent and irreversible health impairment and mental or physical deficiency, provided that the health impairment and deficiency of the refugee does not require his/her placement in a specialized health-care institute.

Section 10

(1) During the period of time of their stay at a reception centre, refugees may receive care/maintenance against a fee, as set out in Section 7, subsection (2), paragraphs a) and b), if they are not entitled thereto free of charge but request such care/maintenance. The provisions set forth in subsection (2) shall apply to the payment of the above fee.

(2) If an claimant or temporarily protected person has an income or property, he shall reimburse the prime costs of the services stated in Section 7, subsection (2), subsequently, by the 5th of each month. The amount to be reimbursed shall be established by the director of the reception centre or shall be stated in the agreement concluded with the authorized organization.

Health Care

Section 11

(1) If the claimant or temporarily protected person is not covered by the social security system, he shall be entitled to the following health care services free of charge in the case of illness:

- a) examinations and curative treatments falling within the sphere of basic health care;
- b) examinations and curative treatments within the framework of outpatient health care in the case of emergency, including emergency dental treatment, as well as the medicine and dressing material used in the course of health care;
- c) inpatient hospital care in the case of emergency, and curative treatment in the hospital according to the prescriptions of the physician, including surgical operations and the therapeutic materials and prosthetic instruments used in the course of such operations, as well as therapeutic care, and the medicine, dressing materials and meals necessary for the treatment;
- d) following care/maintenance as indicated in paragraphs b) and c), after outpatient health care or inpatient hospital treatment, until the stabilization of the person's health condition
 - da) the examinations and curative treatment required;
 - db) medicine which cannot be replaced with any other medicine and which does not fall within the types of medicine referred to in paragraph f) and any medical instruments necessary for the application thereof;
- e) prenatal and obstetric care,

f) medicine which can be prescribed free of charge for those “entitled to public health care” in accordance with a separate legal rule and/or medicine which can be ordered with a 90% or 100% social security subsidy on the basis of a “health care provision”;

g) ambulance service in the case of the care/maintenance mentioned in paragraphs b) to e) if, due to the condition of the patient, transportation of the patient cannot be solved in any other manner.

(2) Claimants and temporarily protected persons shall be entitled to the compulsory immunization subject to their age.

(3) In addition to the health care services defined in subsection (1), a temporarily protected person shall be entitled to therapeutic appliances and to the repair thereof, to the extent necessary and in medically justified cases, under the conditions applicable to those “entitled to public health care”. ... with the application of the provisions governing the funding of health care services, ... the fee due to the given service provider, with the proviso that a family physician providing basic health care services outside a reception centre may charge the fee for case-to-case health care services.

(4) Minor claimants without attendants and temporarily protected persons shall be fully entitled to the health-care services corresponding to their condition over and above the health-care provisions defined in subsection (1).

(5) Health care service providers shall report the services provided to the municipal (metropolitan district) institute of ANTSZ competent at the seat (premises) of the health care service provider by using the form, stipulated in Government Decree No. 103/1995 (VIII.25.)Korm. on Certain Issues of the Social Security Funding of Health Care, prescribed for reporting and accounting for the given service. After countersigning the performance of the services rendered, the municipal (metropolitan district) institute of ANTSZ shall forward the report to the Information Centre of Therapeutic Care of the Ministry of Public Welfare (hereinafter referred to as “GYOGYINFOK”). GYOGYINFOK shall send the account on the basis of the reports, in a breakdown by medical services, to the Office every month. ??? (Old provision, erroneously inserted from Section 12, subsection (5) - translator’s comment.)

Section 12

(1) The provision of claimants and temporarily protected persons to be performed by family physicians shall be carried out at the reception centre.

(2) Claimants and temporarily protected persons residing outside the reception centre shall be entitled to basic provision at the family physician of their accommodation, providing health-care services with the obligation of regional provision.

(3) Use of the health care services referred to in Section 11, subsection (1), paragraph d) shall be free of charge if it takes place on the basis of a referral by the physician providing basic health care services or the order-back of a medical specialist engaged in outpatient or inpatient health care.

(4) Specialized health care services shall be available with health care services providers with the obligation to provide regional care.

(5) The Office shall reimburse the total price of the therapeutic appliance and medicine provided on the basis of a prescription issued by a physician with a stamp authorizing him to prescribe medicine, as defined in a separate legal rule, which contains the mark and number of the document referred to in Section 29, paragraphs a) to c).

Section 13

(1) The Office shall reimburse the health care service provider for the fee of the health care services listed in Section 11 and the costs of such services, including the costs of abortive treatment, if the payment thereof has not been undertaken by the Republic of Hungary in an international convention.

(2) The costs of the medical examinations carried out in the course of the proceedings conducted by the refugee authority and the compulsory immunization prescribed by the National Public Health and Medical Officer Service (hereinafter referred to as "ÁNTSZ") shall be reimbursed by the Office to the health care service provider.

(3) The Office shall not grant any contribution to the fees of services in excess of the above.

(4) The Office shall reimburse the health care service provider providing the services for the fees of the health care services mentioned in Section 11 and in Section 13, subsection (2) in the order of settlement stated in subsection (5) if an eligible person does not use the services of the health care service provider operating at the place of communal accommodation. The rate of the fee shall be ... as set out in the rules applicable to social security funding ... (incomprehensible Hungarian sentence - translator's comment).

(5) The health-care service provider shall report the services provided on the form prescribed for reporting the provision and for settlement in Government Decree No. 43/1999. (III. 3.) Korm. on the Detailed Rules of Financing Health-Care Services from the Health Insurance Fund to the town (metropolitan, district) institute of ÁNTSZ (National Public Health and Medical Officer Service) competent at the head office (premises) of the health-care service provider. The town (metropolitan, district) institute of ÁNTSZ shall forward the report to the Medical Provision Information Centre of the Ministry of Health (hereinafter referred to as GYÓGYINFOK) following countersignature of performance. The settlement to be made on the basis of the reports shall be sent by GYÓGYINFOK to the Office monthly, in a breakdown by health-care services."

(6) The health-care service provider may reclaim the cost of provision referred to in Section 11, subsection (1), paragraphs db) and f) through the National Health Insurance Fund. The lawfulness of reclamation shall be checked by the National Health Insurance Fund."

(7) The competent institute of NHIF shall be notified of the suspension of the disbursement of care/maintenance in accordance with Section 6, subsection (1).

Tuition, education and placement in institutions of tuition and education and in children's institutions

Section 14

(1) The Office shall refund the costs related to the pre-school education, placement in a child protection institute and primary school education of temporarily protected persons and minor claimants without attendants, provided that temporarily protected persons fulfil their obligation of compulsory school attendance in the basic educational institute nearest to their accommodation. The Office shall, furthermore, refund the cost of meals provided in educational and child protection institutions, as well as the cost of travel (travelcard). From among the costs of school equipment, the Office shall refund the costs of textbooks and notebooks (exercise books of the various subjects) verified by the educational institution. At the request of the temporarily protected person, the Office may assume the costs related to secondary school and vocational school training.

(2) Out of the costs of operation and maintenance related to tuition and education in a Hungarian institution of tuition and education, the Office shall reimburse:

a) the amount of the difference between the part of the operational costs of the institution falling on the temporarily protected persons and the norm if no separate kindergarten group, study group, class or residential school group is organized for such temporarily protected persons,

b) the amount of the difference between the part of the operational costs of the institution falling on the temporarily protected persons and the supplementary nationality norm if no separate kindergarten group, study group, class or residential school group is organized for such temporarily protected persons and they attend mother tongue or bilingual education,

c) the full amount falling on the temporarily protected persons if a separate kindergarten group, study group, class or residential school group is organized for such temporarily protected persons and the Office has concluded a contract with the designated organization.

(3) If an institution of education is established for temporarily protected persons which does not fit into the system of Hungarian public education and the Office has concluded a contract with the designated organization, the Office shall reimburse the full amount of the costs of operation and maintenance related to education and tuition.

(4) The institutions of municipal governments may reclaim the costs encumbering the budget of their institutions, as determined in subsections (1) to (3), through the notary, while other institutions may reclaim such costs directly from the Office.

Section 15

(1) At the request of the refugee, the Office may assume the hostel and food costs of higher education to be pursued in a state higher educational institution in Hungarian language, as a student financed by the government, within the framework of the first basic education, but for not more than the period prescribed for obtaining the qualification. At the request of the refugee, the Office may also assume the costs of certain compulsory textbooks and exercise books of the various subjects, up to an amount not exceeding sixty thousand forints in an academic year. The declaration referred to in Section 5, subsection (1), as well as the certificate of admission and the certificate relating to the amount of the above mentioned costs of placement and food, and an authentic institutional (department) certificate verifying the compulsory nature of the textbooks and exercise books of the various subjects shall be attached to the application.

(2) As a condition of disbursement of the benefit established, the refugee shall certify by the last day of the September and February of each year that he has enrolled in the institution of higher education.

(3) The Office shall transfer the costs assumed to the bank account of the institution of education.

Free Hungarian language tuition

Section 16

(1) Attendance by refugees of 360 hours of basic Hungarian language tuition conducted in an institution designated by the Office, within 12 months of their recognition as refugees, shall be free of charge provided that they pursue their studies under the terms and conditions specified by the institution, on a continuous basis, and satisfy the examination requirements.

(2) The basic Hungarian language proficiency examination organized for the refugees in the institution designated by the Office shall be free of charge.

(3) The Hungarian language training of refugees and temporarily protected persons of school age, who pursue their studies in a basic educational institution, secondary school, skilled workers' training school or vocational school organized in the institution designated by the Office shall be free of charge.

(4) The Office shall refund the institution the cost of training and examination defined in subsections (1) to (3).

Regular subsistence contribution

Section 17

(1) Temporarily protected persons shall be entitled to regular subsistence contribution if they are entitled to free of charge care/maintenance due to their pecuniary and income situation at the reception centre or any other accommodation corresponding thereto, but do not avail themselves of such care/maintenance.

(2) Refugees shall also be entitled to regular subsistence contribution for two years reckoned from their recognition as refugees, if they passed the basic level Hungarian language proficiency examination or attend Hungarian language training as defined in Section 16.

(3) The attendance of the Hungarian language course shall not be a condition of establishment of the regular subsistence contribution if the refugee has already completed the 60th year of his/her age, or proves on the basis of the certificate issued by a clinic, hospital or a specialist health-care institution corresponding to the nature of his/her sickness or deficiency that the acquisition of the Hungarian language may not be expected of him/her due to his/her permanent and irreversible health impairment, mental or physical deficiency.

(4) Upon their request, the regular subsistence contribution may be disbursed at most for further two years to refugees of full age, receiving living contribution, whose income conditions do not exceed the extent defined in Section 3, subsection (1) and who verify that

a) they have been co-operating, on a continuous basis, at least for one year with the competent labour centre during the period of disbursement of the contribution, within the framework of which

aa) they appeared at the labour centre, have been registered there and maintain connections with the labour centre on a continuous basis,

ab) they consider the opportunity of work offered to them,

ac) they take part in searching for the appropriate place of work themselves,

ad) they establish employment at the place of work found by them or offered to them,

ae) they accept the training possibility offered by the labour centre,

b) they attended specialized training or retraining,

c) they performed public work or work in the public interest.

(5) The regular subsistence contribution shall be established by the Office at the request of the person concerned and shall be disbursed by the notary monthly, by the 15th day of the month, and then it shall be reclaimed from the Office.

(6) The monthly amount of the regular subsistence contribution shall be established in such a way that

a) in the case of refugees, it shall be at least 50%, but at most 80% of the minimum amount of the old-age pension as in force from time to time,

b) in the case of temporarily protected persons, 50% of the minimum amount of the old-age pension as in force from time to time.”

Travel benefit

Section 18

(1) Refugees may request an advance payment towards their travel expenses or the issuance of a route sheet and/or the subsequent reimbursement of their travel expenses if

a) they attend/attended vocational training or re-training,

b) they attend/attended a Hungarian language course,

c) they arrange their legal status with the authorities.

(2) Temporarily protected persons may request a travel benefit if they use health care services with the health care service provider with the obligation to provide regional care, or arrange their official matters related to their legal status..

(3) Travel benefits may only be granted for travel between localities, and in the case of travel by train up to the amount of the second class railway ticket.

(4) The application for travel subsidy shall be submitted to the notary competent at the place of residence of the refugee, or to the Office in the case of refugees living at the reception centre. The notary may re-claim the subsidy disbursed from the Office.

School enrolment benefit

Section 19

(1) Refugees pursuing primary school, grammar school, vocational secondary school, skilled workers' training school and vocational school studies may submit an application for school

enrolment grant to the notary on one occasion in each academic year. This benefit may only be granted if the refugee does not receive benefit of this nature from the local government competent at the place of residence. If the refugee submitting the application does not have any property and income, and/or his/her monthly income (the monthly income falling on one person calculated on the basis of the total income of his/her spouse and any direct line relative living together with him/her) does not exceed the minimum amount of the old-age pension as in force from time to time, the notary shall adjudge the subsidy, and shall reclaim the amount disbursed from the Office subsequently.

(2) The amount of the school enrolment benefit shall be 50% of the prevailing lowest amount of the old-age pension.

(3) The school enrolment benefit shall be disbursed by the notary on request and the notary may reclaim it from the Office.

Reimbursement of the translation costs of documents

Section 20

(1) Upon the request of the refugee and for the purpose of promoting employment, the Office may assume the costs of translation of the documents of the refugee verifying his/her education and professional qualification.

(2) The Office shall reimburse the National Office for Translations and Attestations for the costs of translation.

Residence benefit

Section 20/A

(1) The notary competent at the place of residence or stay may, on the basis of the preliminary approval by the Office, grant residence subsidy to refugees residing in a flat or accommodation not exceeding the minimum flat size and quality recognized at the locality. The refugee shall verify, when submitting the application for subsidy, that he/she has cover for the portion of the flat rent, room rent or cost of accommodation beyond the subsidy. One of the refugees living together in the same flat is only entitled to apply for the residence benefit.

(2) The subsidy may only be disbursed on the basis of a valid flat rent or room rent contract or declaration of acceptance, following a preliminary study of the living conditions. The notary shall send the Office the decision on the subsidy.

(3) The subsidy may be established for six months. Upon request, the notary may extend the period of the subsidy on one occasion, at most, for further six months. Any further extension may only be permitted by the Office, on not more than two occasions, based on the relevant proposal of the notary. The Office may permit extension in particular if the claimant for the subsidy takes care for the maintenance of a minor child. It is a further condition of extension that a period no longer than one month shall expire after the expiry of the sixth month until the submission of the repeated application.

(4) Any change in the address occurring in the course of the disbursement of the subsidy shall be reported to the Office and a new application shall be submitted simultaneously. The period of disbursement of the previous residence subsidies shall be taken into account on the repeated establishment of the subsidy due to the change of address. The Office shall provide for the notification of the notary competent both at the previous and the at new place of residence.

(5) In the case of one person, or a claimant taking care of a minor child, the amount of subsidy may be not more than the minimum amount of the old-age pension as in force from time to time, while in the case of one minor child recognized as refugee and brought up in the household of the claimant, it may be not more than double the minimum amount of the old-age pension as in force from time to time, in the case of at least three... brought up in the household of the claimant (uncompleted sentence - note of the Translation Office).

(6) The amount of the subsidy shall be disbursed and reclaimed from the Office by the notary monthly.”

PECUNIARY BENEFITS

One-time settlement benefit

Section 22

(1) Upon the request of the refugee, the Office may establish a one-time settlement benefit of an amount extending to maximum six times the prevailing lowest amount of the old-age pension per person.

(2) The application may be submitted to the Office within six months

a) of the decision on recognition as refugee becoming final and non-appealable,

b) of the arrival of a close relative of the refugee and of the birth of a child,

c) of the refugee staying at a reception centre or at any other place of accommodation corresponding thereto leaving the reception centre or any other place of accommodation corresponding thereto.

(3) The one-time settlement benefit shall be disbursed by the Office.

Home creation benefit

Section 23

(1) Refugees of age may, on request, be granted a home creation benefit on one occasion within 5 years of their recognition as refugees, provided that the real property constituting the subject-matter of the application does not exceed the fair housing needs of Hungarian citizens, as defined in the legal rule on housing benefits.

(2) The home creation benefit may be used for:

a) the purchase of first flat, private house or building plot;

b) the construction of first flat or private house;

c) the renovation and expansion of own flat or private house for the first time.

(3) Home creation is subsidized in the form of interest-free loans.

(4) In the case of a family of five or more members, including the refugee and the close relatives, as defined in Section 4, subsection (1), paragraph d) of the Act “Szt.”, sharing a household and cohabiting with him (hereinafter referred to as “close relatives”), the amount of the benefit may extend to 1 million 500 thousand forints, in the case of a family of four members, it may extend to 1 million 300 thousand forints, in the case of a family of three members, it may extend to 1 million forints, in the case of a family of two members, it may extend to 800 thousand forints, while in the case of a single person, the amount of the benefit may extend to 600 thousand forints but may not exceed 70% of the purchase price or the costs of construction, renovation and expansion.

Section 24

(1) The interest-free loan may be extended for a period of 1 to 15 years. Repayment shall commence on the first day of the month following the disbursement of the loan. Upon the refugee’s request, a grace period extending to not more than one year may be established.

(2) In establishing the conditions of repayment, the income, property, eligibility for a regular supply of money and the gainful activities of the refugee and his close relatives shall be taken into account, along with any benefits and subsidies funded from central and/or municipal government sources and taken advantage of by the refugee and his family circumstances (e.g. taking care of a handicapped family member).

(3) The handling charge charged by the agency disbursing the benefit shall lie with the refugee.

(4) If several persons have received an interest-free loan jointly, they shall assume joint and several liability for the payment of the instalments and the repayment of the loan.

Section 25

(1) A ban on alienation and encumbrance shall be registered in respect of the real property for which the benefit was requested to secure the interest-free loan until the repayment thereof.

(2) During the term of validity of the ban on alienation and encumbrance, the real property may only be alienated or encumbered with the written consent of the Office. The said consent may be granted if the refugee

a) undertakes to repay the outstanding loan in one sum simultaneously with the alienation of the real property, or

b) exchanges the real property acquired with the benefit for another real property to be transferred to his ownership or acquires a new real property in such a way that the mortgage title and the ban on alienation and encumbrance may be transferred onto the new real property.

Section 26

(1) The notary competent at the location of the real property shall notify the Office within 8 days of becoming aware of the fact that the real property purchased with subsidy was

alienated by the person who was granted the subsidy within 5 years of the disbursement of the subsidy, or if construction was not completed within 5 years in the case of the purchase of a building plot. The Office shall, within 15 days reckoned from the notice, request the person who was granted the subsidy to repay the subsidy in one sum, within 8 days, unless the real property purchased with the subsidy was exchanged for another real property of his/her own, and/or another real property was also acquired.

(2) The benefit shall be repayable in one sum also if the person who received such a benefit leaves the country definitively.

Section 27

(1) Refugees may submit their applications for a home creation benefit to the notary competent at the location of the real property. The application shall contain:

- a) name, place and date of birth, mother's name, number of identity card, domicile (place of residence) of refugee and names and places and dates of birth of his close relatives;
- b) all essential details relating to the real property intended to be acquired (location, market value, size, etc. of real property).

(2) The following shall be attached to the application:

- a) agreement on the sale and purchase of the real property (preliminary contract, designation for purchase), a copy of the property sheet issued not more than 30 days previously and of the non-appealable building licence in the case of construction;
- b) declaration issued by the refugee and his close relatives, under penalty of perjury, on their property situation;
- c) certificate of the earnings and income of the refugee and his close relatives;
- d) appraisal of the real property and/or a certified budget summary;
- e) certificates necessary for the establishment of circumstances deserving special consideration.

(3) Based on the refugee's application, the notary shall make a recommendation regarding the awarding of a home creation benefit. The recommendation shall contain the following:

- a) opinion on the amount of the benefit, term of repayment and postponement of the date of the initial repayment;
- b) circumstances deserving special consideration.

(4) The Office shall decide on the awarding of home creation benefits.

(5) Based on the decision of the Office, the notary shall enter into a contract with the refugee on the subsidy, shall provide for the disbursement of the subsidy through a financial institution, for the entry of mortgage, as well as for the prohibition of alienation and encumbrance with regard to the real property, or the cancellation thereof, furthermore, for the enforcement of overdue receivables through court proceedings, if the instalments are not paid despite the written request of the Office and the notary.

(6) If the refugee does not receive the amount of the benefit within six months of receipt of the notice on the awarding of the benefit, the benefit shall be transferred back by the financial institution disbursing the benefit or by the notary to the Office.

Benefit received upon definitive departure from the country

Section 28

If claimants, refugees and temporarily protected persons return home finally or leave for a third country finally, the Office may, at their request, provide a valid ticket for them until the destination indicated in the certificate issued by the foreign representative office of the country concerned, or may refund the price of the ticket partially or fully.

CERTIFICATION OF ENTITLEMENT

Section 29

A person requesting care/maintenance and benefits may certify his entitlement with the following documents:

- a) an claimant may verify his entitlement with his document authorizing him to reside in Hungary;
- b) a refugee may verify his entitlement with his identity card, or, until the issuance thereof, with the non-appealable decision on his recognition in the status of refugee;
- c) a temporarily protected person may verify his entitlement with the document issued by the refugee authority;
- d) a close relative of a refugee may verify his entitlement with the document authorizing him to reside in Hungary.

CARE/MAINTENANCE PROVIDED ON THE BASIS OF A CONTRACT

Section 30

(1) The Office may enter into a contract with a social organization, municipal government, church, legal entity, association, foundation and the institutions thereof, or with a business organization (hereinafter referred to as “service provider”) on the following:

- a) providing accommodation for refugees and temporarily protected persons;
- b) providing the care/maintenance services defined in Section 7, subsection (2);
- c) social and mental hygiene care of refugees and temporarily protected persons;
- d) disclosure of information on the rights and obligations of claimants, refugees and temporarily protected persons;
- e) vocational training and re-training of refugees;
- f) Hungarian language tuition of refugees;
- g) promotion of the social integration of refugees;
- h) fulfilment of other responsibilities related to the refugee service.

(2) The service provider shall be selected for the responsibilities specified in subsection (1), paragraphs c) to h) through a tender. The invitation to tender shall be issued by the Office. The invitation to tender shall contain the number and range of those receiving the given type of care/maintenance service and the names and terms of the care/maintenance services to be provided.

(3) The contract shall be concluded in writing. The contract shall contain the following:

- a) range of those entitled to care/maintenance, names and terms of care/maintenance services to be provided;

- b) method of and consideration payable for the provision of care/maintenance and fulfilment of the responsibilities constituting the subject-matter of the contract;
- c) stipulations regarding the registration of care/maintenance and responsibilities and the settlement and transfer of the consideration payable;
- d) right of control of the Office regarding the performance of the contract and the method of control;
- e) method of termination of contract, period of termination notice expressed in months and stipulations relating to the settlement of any legal disputes.

(4) A copy of a court ruling relating to the service provider's legal status and/or the licence issued by the authority concerned shall be attached to the contract.

Promotion of the social integration of refugees

Section 30/A

- (1) For the purpose of promoting integration, the Office may offer an integration programme to refugees, taking account of the rules applicable to the various types of care and maintenance that may be provided pursuant to the present Decree.
- (2) The command of the Hungarian language, the acquisition of the basic social, cultural, life-style and labour law knowledge and other knowledge promoting employment on the labour market and required for integration shall be facilitated within the framework of the integration programme.
- (3) The head of the Office may designate a reception centre or, with the consent of the maintainer, any other appropriate place of accommodation corresponding thereto, as integration centre. The integration centre shall be responsible for preparing and managing the integration programme, and co-operating with state, local government and social organizations participating in the programme.

REIMBURSEMENT OF COSTS OF CARE/MAINTENANCE AND BENEFITS

Section 31

- (1) The agencies, institutions and persons providing care/maintenance or benefits under the present Decree shall keep records of their expenses made to the debit of the budget of the Office separately from any other expenses, and shall ascertain the existence of the entitlement of the person seeking a benefit.
- (2) The Office shall reimburse the costs of care/maintenance and benefit provided under the present Decree on the basis of subsequent settlement. The reimbursement of the costs may be requested from the Office, by stating the name of the person who received care/maintenance or a benefit and the serial number or case number of one of the documents listed in Section 29, within 1 month of the provision of the care/maintenance or benefit, on the basis of a detailed invoice, in the form designated by the Office.
- (3) The Office may make an advance payment to the agency providing care/maintenance or benefit to cover the expenses essential for the care/maintenance of a foreigner.

(4) If the assembly of representatives of a municipal government provided for the public funeral in Hungary of a claimant or temporarily protected person, the Office shall reimburse the certified costs thereof upon the notary's request.

ACCEPTANCE, MANAGEMENT AND UTILIZATION OF DONATIONS

Section 32

(1) The Office and the reception centre may accept donations in cash and in kind for the care/maintenance of foreigners and for the improvement of the conditions of the refugee authority and care/maintenance activities from domestic and foreign private individuals and legal entities and from unincorporated organizations. A reception centre may accept donations of an amount or value in excess of one million forints with the prior consent of the Office.

(2) The agency accepting the donation shall provide for the utilization of the donation, or if the donor has determined the conditions of utilization, in compliance with any such conditions.

(3) The Office and the reception centre shall keep separate records of the donations in cash and kind and of the utilization thereof.

(4) The Office shall draw up rules regarding the acceptance, utilization, management and registration of donations.

CLOSING PROVISIONS

Section 33

(1) The financial institution concerned or the notary shall enforce any claims for the repayment of benefits granted prior to the coming into force of the Decree subject to the obligation of repayment, as defined in the stipulations of the benefit contract.

(2) If a refugee pays the instalments of the home creation benefit to the municipal government on the basis of a contract entered into prior to the coming into force of the Decree, the notary shall inform the Office of the repayments biannually.

Section 34

The Minister of the Interior is hereby granted authorization to define the monthly sum of the spending-money referred to in Section 7, subsection 3 in a decree.

Section 35

This decree contains the regulation that is reconcilable with the following legal rule of the European Communities, with regard to the European Agreement signed in Brussels, on 16 December 1991 on the establishment of union between the Republic of Hungary and the European Communities and their member states, in harmony with Section 3 of Act I of 1994 promulgating the agreement: Position taken up by the Council on 26 June 1997 on minors arriving from a third country, without attendants.

Schedule 1

DECLARATION on the claimant's property and income, and the changes therein

A) Personal data

The declarant's

- A. name:
- B. place of birth:
- C. place of accommodation (place of stay):
.....
.....
- D. No. of residence permit:.....

B) Property data *

I possess – do not possess the following property items available in Hungary on the date of submission of the declaration:

- 1. real property: I do not possess - I possess, market value: HUF..... (real property in which you do not live in the nature of existence)
- 2. motor vehicle: I do not possess – I possess, market value: HUF.....
- 3. power-operated means of production and work:
I do not possess – I possess, market value: HUF
- 4. cash: I do not possess – I possess, amount: HUF.....
- 5. deposit in a savings bank: I do not possess – I possess, amount:
HUF.....
- 6. securities: I do not possess – I possess, value: HUF
- 7. right of money and monies' worth (permanent use of land, use of land, usufruct, use, foreigners' right to use real property, etc.):
I do not possess – I possess, value: HUF
- total property (1 to 7) amount: HUF

C) Income data *

I possess – I do not possess the following income available to me in Hungary at the time of submission of the declaration:

1. monthly income from employment:
I do not possess – I possess, amount: HUF
 2. monthly income from other legal relationship aimed at performing work:
I do not possess - I possess, amount: HUF
 3. income derived from the sale of property items:
I do not possess – I possess, amount: HUF.....
 4. other income: I do not possess – I possess, amount:
HUF
- total income (1 to 4.) amount: HUF.....

D) Report on the Changes

The claimant and the person authorized to stay shall report to the Office without delay, but not later than within 15 days, if

- the market value (amount) of his/her property items calculated separately reached HUF, the total market value (amount) thereof reached HUF
- his/her monthly income exceeded the minimum amount of the old-age pension from time to time in force (HUF in 2002.)

E) Declaration

- I hereby declare that the data contained in the present declaration are true.
I acknowledge that:

- a) I must pay compensation for the provision coming within the sphere of personal care, if the HUF value (amount) of my property, or the monthly amount of my income exceeds the value (amount) determined in Clause D) of the present declaration.
- b) In case I receive free-of-charge provision and/or subsidy, the Office may oblige me to submit a new property and income declaration, which I am obliged to comply with within 15 days.
- c) The Office may check the truth of the data contained in the declaration.
- d) In the case of failure to report the changes in my property and income conditions, as referred to in Clause D) of the present declaration, the Office may suspend the disbursement of the care and maintenance, as well as the cash subsidy until the fulfilment of the above obligation.

e) The Office may cancel the care and maintenance and the subsidy if I disclose untrue data in the Declaration filled in about my property and income conditions and the changes therein.

Date:....., daymonth of the year 200..

signature of the declarant
(legal representative)

I received the declaration:

Date:....., daymonth of the year 200..

signature of the representative of the
Office

Each claimant (i.e. the spouse arriving together with the claimant, the legal guardian *ad litem* instead of a minor) shall fill in a separate declaration.

The declaration shall be filled in block capitals.

* underline as appropriate

Schedule 2

DECLARATION on the property and income of the person recognized as refugee, and the changes therein

A) Personal data

The declarant's

- a. name:
- b. place of birth:
- c. address of accommodation, (place of stay):
.....
.....
- d. No. of identity card:
.....

B) Property data *

I possess – do not possess the following property items available in Hungary on the date of submission of the declaration:

1. real property: I do not possess - I possess, market value: HUF..... (real property in which you do not live in the nature of existence)
2. motor vehicle: I do not possess – I possess, market value: HUF.....
3. power-operated means of production and work:
I do not possess – I possess, market value: HUF
4. cash: I do not possess – I possess, amount: HUF.....
5. deposit in a savings bank: I do not possess – I possess, amount:
HUF.....
6. securities: I do not possess – I possess, value: HUF
7. right of money and monies' worth (permanent use of land, use of land, usufruct, use, foreigners' right to use real property, etc.):
I do not possess – I possess, value: HUF
- total property (1 to 7) amount: HUF

C) Income data *

I possess – I do not possess the following income available to me in Hungary at the time of submission of the declaration:

1. monthly net income and sick pay from employment and other legal relationship aimed at performing work:
I do not possess – I possess, amount: HUF
 2. monthly net income from corporate and individual enterprises:
I do not possess - I possess,
amount: HUF.....
 3. income derived from the sale of real property and movable property items:
I do not possess – I possess,
amount: HUF.....
 4. pension, accident pension, other pension-type provisions:
I do not possess – I possess,
amount: HUF.....
 5. Subsidies related to the care and maintenance of children (in particular: GYED (maternity leave payment), GYES (child benefit) GYET (child support), upbringing provision, maintenance, orphan provision):
I do not possess – I possess,
amount: HUF.....
 6. Regular cash provision disbursed by the Regional Office of the State Budget, the local government and the labour agencies (unemployment benefit, regular social and educational aid, income-supplementing subsidies, etc.)
I do not possess – I possess,
amount: HUF.....
 7. Income derived from letting land on lease:
I do not possess – I possess,
amount: HUF.....
 8. Other (in particular: scholarship, income from securities, agricultural income, income from disbursements of low amounts, etc.)
I do not possess – I possess,
amount: HUF.....
- Total income (1 to 8)
I do not possess – I possess,
amount: HUF.....

D) Report on Changes

The refugee, if he/she stays at a reception centre, shall report to the Office for Immigration and Nationality of the Ministry of the Interior (hereinafter referred to as Office), while in other cases to the notary of the municipal local government competent at his/her place of residence (place of stay) without delay, but not later than within 15 days, if

- a. the market value (amount) of his/her property items calculated separately reached HUF, the total market value (amount) thereof reached

HUF

- b. his/her monthly income exceeded the minimum amount of the old-age pension from time to time in force (HUF in 2002.)

E) Declaration

- I hereby declare that the data contained in the present declaration are true.
- I acknowledge that:
 - a) I must pay compensation for the provision coming within the sphere of personal care, if the HUF value (amount) of my property, or the monthly amount of my income exceeds the value (amount) determined in Clause D) of the present declaration.
 - b) In case I receive free-of-charge provision and/or subsidy, the Office may oblige me to submit a new property and income declaration, which I am obliged to comply with within 15 days.
 - c) The Office may check the truth of the data contained in the declaration.
 - d) In the case of failure to report the changes in my property and income conditions, as referred to in Clause D) of the present declaration, the Office may suspend the disbursement of the care and maintenance, as well as the cash subsidy until the fulfilment of the above obligation.
 - e) The Office may cancel the care and maintenance and the subsidy if I disclose untrue data in the Declaration filled in about my property and income conditions and the changes therein.

Date:....., daymonth of the year 200..

signature of the declarant
(legal representative)

I received the declaration:

Date:....., daymonth of the year 200..

signature of the representative of the
Office

Each refugee (i.e. the spouse, the legal guardian *ad litem* instead of a minor) shall fill in a separate declaration.

The declaration shall be filled in block capitals.

* underline as appropriate

Schedule 3

CARE AND MAINTENANCE CARD (For refugees)

surname:

given name:

date of birth:

place of birth:

No. of identity card:

official entries:

serial No.: B 000 000

stamp impression of issuing agency: