



## Terms and Conditions of Insurance Add-ons to 'Komplett Casco' Comprehensive Auto Insurance

Effective from: February 19, 2022

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# The common rules governing insurance add-ons to 'Komplett Casco' Comprehensive Auto Insurance

## General Provisions

These policy conditions apply to the insurance add-ons available with 'Komplett Casco' Comprehensive Auto Insurance policies which the policyholder has applied to take out from the insurance company, and on the basis of which the insurance add-on is eventually concluded.

In matters not covered by these terms and conditions, the following shall be applied

- Special Conditions of Comprehensive Motor Insurance applicable to the main insurance policy;
- General Terms and Conditions of Property Insurance (hereinafter: ÁVF);
- Customer Information and General Provisions Governing Insurance Policies;
- Hungarian legal acts, in particular the Civil Code of Hungary (hereinafter: Civil Code)

in the above order.

In the event of any discrepancy between these policy conditions and the additional terms and conditions listed above, the provisions set out in these policy conditions shall prevail.

Common rules governing insurance add-ons to 'Komplett Casco' Comprehensive Auto Insurance shall not be applied, however, to the Passenger Accident Insurance Add-on.

### I. Main Insurance Policy

A 'Komplett Casco' Comprehensive Auto Insurance policy (hereinafter: main insurance or main insurance policy) concluded and maintained in force by and between Generali Biztosító Zrt (hereinafter: insurance company) and the Policyholder.

### II. Insured Property

The insured property may be an automobile or a lorry with a maximum authorized weight of 3.5t registered in Hungary covered under the main insurance (hereinafter collectively referred to as: motor vehicle or vehicle).

### III. Policyholder and Insured of the Add-on

The policyholder of any insurance add-on shall be the same person as the policyholder of the main insurance policy. **The insured of an insurance add-on may not replace the policyholder of the insurance.**

The insured under any insurance add-on shall be the same person as the insured of the main insurance, unless otherwise provided for in the special conditions governing the respective insurance add-on.

### IV. Inception Date, Policy Period, Payment of the Premium and Termination of the Cover

#### IV.1. Inception date

Insurance add-ons can only be taken out at the same time as the main insurance.

#### IV.2. Policy period

The policy period of insurance add-ons shall be identical to the policy period of the main insurance.

#### IV.3. Payment of the premium

The premium is payable in instalments pro rata to the period of insurance according to payment schedule of the main insurance, or in one sum in the case of annual premiums, by the same payment method.

#### IV.4. Termination of coverage

If the insurance premium is not paid, the insurance add-on and the respective cover will terminate after a certain period from the due date of the missed premium payment as specified in the main insurance policy, in line with the provisions applicable to the main insurance. The premium of the insurance add-on must be paid together with the premium of the main insurance and if the insurance premium is not paid jointly for the main policy and the insurance add-on cover, both policies will terminate in accordance with the above provision.

### V. Limitations to Claims Payment

**The limitation to claims payment is also governed by the conditions of the main insurance, in accordance with the General Provisions above.**

### VI. Obligations of the Policyholder/Insured

For the purposes of the provisions on the obligations of the policyholder/insured set out in the special conditions for insurance add-ons, the provisions of the main insurance policy shall also be applied in accordance with the General Provisions above.

## VII. Geographical Limit

The geographical limit of the insurance add-ons shall be identical to that of the main policy, unless otherwise provided for in the special conditions of the insurance add-ons.

## VIII. Provisions of the Special Conditions other than those of the Civil Code

This clause summarizes the provisions of these policy conditions which substantially differ from the respective provisions of the Hungarian Civil Code.

**By way of derogation from Section 6:451 of the Civil Code, the insured may not replace the policyholder in the insurance policy.**

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# Special Conditions of Misfuelling Insurance Add-on (HTKF4)

## I. Insured Event

The insured event is the fuelling of the insured vehicle with a fuel or other liquid which is not suitable for use in such vehicle (wrong fuel).

## II. Sum Insured

The upper limit of the insurance company's payment shall be the sum insured stated in the policy in respect of insured events occurring during any one policy period.

## III. Payment of a Loss

- III.1. The insurance company will reimburse the actual repair costs incurred for the repair of the motor vehicle resulting from the insured event, up to the cost of materials, parts or labor calculated on the basis of the average prices of materials, parts or labor in Hungary. **Both the prices of materials and parts installed during the restoration and the quantity of working hours that can be charged for the restoration work may be based on the Audatex loss calculation software current at the time of the damage. The Insurance Company will reimburse only the value of the damaged part if the damaged part can be obtained separately. The cost of consumables shall be reimbursed by the insurance company up to a maximum of 2% of the price of the parts used.**

If the spare part price indicated by the Audatex calculation software is not the specified (recommended) price given by the Hungarian general agency, but is generated from a foreign price list, the insurance company's payment of the claim will be based on the (recommended) spare part price determined by the Hungarian general agency at the time of the loss. The generated price is indicated by „\*” or the letter „A” beside the component price in the result of the price calculation.

**If there are several different, professionally accepted methods of repairing the same damage, the insurance company will reimburse the least expensive one.**

- III.2. **The insurance company will apply a deduction (increase in value) from the cost of the parts according to the degree of wear and tear.**
- III.3. **In the event that the insured is entitled to deduct and/or reclaim VAT, the insurance company shall not reimburse the amount of VAT deductible (refundable to the Insured) under applicable legislation in respect of partial or total loss.**

## IV. Deductible

The insurance company's payment of the claim is not reduced by a deductible.

## V. Exclusions

**The insurance does not cover:**

- V.1. the price of the wrong fuel ( fuel which is not suitable for use in the insured vehicle) fueled into the insured property;**
- V.2. damage to the vehicle's wear and tear parts which does not affect the normal use of the vehicle.**
- V.3. the depreciation of the vehicle;**
- V.4. losses arising from the loss of use of the vehicle, or costs related to renting vehicles during the repair, as well as other consequential damages.**

## VI. Geographical Limit

**This policy shall only cover insured events which occur in Hungary.**

## VII. Bonus

This insurance add-on is not subject to Clauses X.1, X.2 and X.4 of the Special Conditions of Comprehensive Motor Insurance, which is only applicable to main insurance.

# Special Conditions of Technical Breakdown and Flat Tyre Assistance Add-on (MHDKF1)

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## I. Insured Event

The insured event is the breakdown of the insured vehicle due to a technical, non-accidental cause or a puncture (flat tyre) as a result of which the vehicle becomes immobile.

A flat tyre is defined as a puncture of any tyre of the insured motor vehicle in use due to an unexpected and unforeseeable cause which results in the insured motor vehicle being unable to move.

## II. Insured Persons

The insured person is the policyholder named in the main insurance policy as well as the lawful driver of the vehicle and the passenger travelling in the vehicle at the time of the insured event (hereinafter collectively referred to as the 'insured' or 'insured person'). The number of insured persons may not exceed the maximum seating capacity of the vehicle, as specified on its registration card.

## III. Sum Insured

The sum insured within any policy period:

III.1. Roadside repairs – HUF 30 000

III.2. Transport with a tow truck – HUF 30 000 for an insured event in Hungary, and HUF 50 000 for an insured event abroad.

**For the following services, the insurance company will pay the insurance claim no more than once in any one policy period:**

III.3. Travel home – if the insured event occurs in Hungary, HUF 7 000 per insured person if using public transport, and HUF 5 000 for all insured persons together if using a taxi.

If the insured event occurs abroad, HUF 60 000 per insured person if using public transport, but HUF 250 000 for all insured persons together, and HUF 7 000 for all insured persons together if using a taxi;

III.4. Trip continuation to destination – same as the sums insured under Clause III.3, provided that the costs do not exceed the expected costs of the return journey;

III.5. Use of a rental car – HUF 30 000 for an insured event which occurs in Hungary, and HUF 90 000 for an insured event which occurs abroad;

III.6. Overnight accommodation – if the insured event occurs in Hungary, HUF 12 000 per insured person, but HUF 50 000 for all insured persons together.

If the insured event occurs abroad, HUF 24 000 per insured person, but HUF 100 000 for all insured persons together.

## IV. Payment of a Loss

In cooperation with Europ Assistance Magyarország Befektetési és Tanácsadó Kft. (H-1132 Budapest, Váci út 36-38.; Company registration number: 01 09 565790, Tax registration number: 12231401-2-41) (hereinafter: EA)), an outsourced service provider contracted by the insurance company, the insurance company undertakes to provide the following services as set out in the policy if an insured event occurs. If an insured event occurs, the insured is entitled to the following services only after consultation with the Generali Auto Assistance Direct Line.

You may call the Generali Auto Assistance Direct Line 24 hours a day at: **+36 1 458 4451**.

### IV.1. Roadside repairs

If an insured event occurs, the insurance company or its representative (EA) will send an emergency vehicle or a tow truck to the site. The on-call technician will attempt to make the insured vehicle roadworthy by carrying out emergency repairs.

The insurance company will reimburse directly to the partner providing the service the invoiced costs of the one-off roadside assistance and the labor costs of the emergency repair. If the insurance company is unable to send an emergency vehicle to the site of the incident for any reason, it will pay the invoiced cost (call-out and labor) of the emergency repairs carried out by a third party service provider directly to the insured.

Emergency repairs to the motor vehicle to make it roadworthy shall be deemed temporary repairs; having the automobile repaired in a permanent and safe way as soon as practicable is the responsibility of the insured.

### IV.2. Transport by tow truck

If the vehicle cannot be brought to a roadworthy condition by roadside repairs, the insurance company or its authorized representative (EA) will send a tow truck to the site of the accident to deliver the vehicle and the personal luggage in the vehicle to a repair shop or to the insured's address or registered office.

The insurance company will reimburse the invoiced cost of the transport directly to the partner providing the service. If the insurance company is unable to send a tow truck to the site of the incident for any reason, the invoiced cost of having the vehicle removed by any other service provider will be paid directly to the insured.

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### IV.3. Other services

The insured persons may request, jointly only, one of the following supplementary services.

#### IV.3.1. Repatriation to residence

If the vehicle cannot be repaired on the spot to a roadworthy condition, the insurance company will arrange for the insured person to be transported home.

The insurance covers

- the invoiced costs of second/standard class domestic rail or coach tickets, as well as other local public transport fares upon the presentation of the related invoices, or
- the cost of taxis used by the insured person, as evidenced by an invoice.

#### IV.3.2. Trip continuation to destination

If the vehicle cannot be brought back to a roadworthy condition by roadside repairs, the insurance company will arrange for the insured to continue the journey to the destination, subject to the conditions set out in Clause IV.3.1.

#### IV.3.3. Supply of a rental vehicle

The insurance company will reimburse the rental costs of a vehicle, as evidenced by an invoice.

If the vehicle cannot be restored to a roadworthy condition by roadside repairs, the insurance company will arrange the rental of a vehicle to be driven by the insured person, taking into account the current rental conditions of its contractual partners in the rental of vehicles in Hungary and abroad.

**The insurance does not cover costs arising from the operation and late return of the rental vehicle.**

#### IV.3.4. Overnight accommodation

If the vehicle cannot be restored to a roadworthy condition by roadside repairs, the insurance company will arrange overnight accommodation for the insured in a hotel or guesthouse in Hungary or abroad.

The insurance company will reimburse the invoiced costs of the accommodation used by the insured person by paying the accommodation provider directly.

## V. Deductibles

The insurance company's payment of the claim is not reduced by a deductible.

## VI. Due date of the insurance company's payment and documents required for claim settlement

The provisions governing the due date of the claim settlement under this insurance shall be identical to provisions governing claim settlement under the main insurance policy, with the addition that the insurance company and/or its assistance partner (EA) shall immediately commence the arrangement for any covered service when a call is received at the Generali Auto Assistance Direct Line.

In addition to the documents specified in the main insurance policy, the insurance company may also request the submission of the following documents, if necessary for the establishment of the legal basis and the amount of the claim:

- the worksheet issued by the rescue company in respect of the on-site repairs and recovery services;
- invoice evidencing travel costs and other public transport fares (rail and bus tickets, taxi invoice);
- invoice evidencing accommodation costs;
- documents verifying the personal particulars and residence of the insured persons;
- the document evidencing the original destination of the insured persons (accommodation booking, written declaration of insured persons, etc.)

## VII. Exclusions

**The insurance does not cover:**

- VII.1. the cost of transport or mailing of baggage, when the baggage cannot be transported with the insured person;**
- VII.2. loss of or damage to motor vehicles used as taxis for the carriage of passengers or goods or as hackney carriages;**
- VII.3. vehicles operated without a valid MOT pass certificate at the time of the insured event;**
- VII.4. damage caused or arising during the reliability or performance test;**
- VII.5. claims of hitchhikers travelling in the insured motor vehicle;**
- VII.6. damage caused by fuel shortages;**
- VII.7. loss of or damage to the insured vehicle, its accessories or the luggage carried in it during the covered service;**
- VII.8. the reimbursement of the cost of spare parts used for emergency repairs;**
- VII.9. losses recoverable under another insurance policy of the insured.**

## VIII. Exemption of the Insurance Company

For the purposes of the insurance company's exemption, the insured person's failure to have a previous breakdown of the vehicle repaired in a proper and permanent manner, and the insured event resulting from this failure shall be considered grossly negligent conduct in addition to the provisions of the main insurance policy.

#### IX. Obligations of the Policyholder/Insured

After the occurrence of an insured event, the insured must notify the insured event at the round-the-clock telephone number of the Generali Auto Assistance Direct Line (+36 1 458-4451), within the period specified in the main insurance policy.

#### X. Geographical Limit

**This policy shall cover the territories specified under the main insurance, with the exception that the geographical scope of the insurance does not include Belarus, Kosovo, the Republic of Moldova and Ukraine, even if the main insurance would otherwise cover these territories.**

#### XI. Bonus

The payment does not affect the bonus/malus classification of the main insurance.

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These policy conditions shall be effective from February 19, 2022.

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# Special Conditions of New Value Insurance Add-on (ÚKF4)

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## I. Insured Event

The insured events defined in the main insurance, as a result of which the insured vehicle suffers a total loss.

## II. Insured Property

The new vehicle insured under the main policy, which is not older than 300 days when the cover of the insurance add-on takes effect (the age of the vehicle at the commencement of the cover = year, month, day of the commencement of cover – year, month, day of first registration).

## III. Payment of a Loss

In the case of a total loss of the insured vehicle, the insurance will reimburse the invoiced value at the time of purchase, less the residual value and the deductible, for a period of 12 months from the date of the first registration of the vehicle.

## IV. Deductible

**The insurance company applies the deductible specified in the main insurance policy to the amount of the claim.**

## V. Bonus

This insurance add-on is not subject to Clauses X.1, X.2 and X.4 of Chapter X of the Special Conditions of Comprehensive Motor Insurance, which is applicable to the main insurance.

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These policy conditions shall be effective from February 19, 2022.

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## Special Conditions of Zero Depreciation Insurance Add-on (AMKF4)

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### I. Insured Event

The insured events defined in the main insurance, as a result of which the insured vehicle suffers a partial loss.

### II. Payment of a Loss

The insurance company shall not effect deductions from the costs of components and paintwork corresponding to the degree of wear and tear (rise in value). **Exceptions include parts of the vehicle which have been damaged in the past and have been repaired in an unprofessional manner or have not been repaired at all.**

### III. Deductible

**The insurance company deducts the co-payment (deductible) specified in the main insurance policy from the combined amount of the claim payable under the main insurance and the add-on cover.**

### IV. Bonus

This insurance add-on is not subject to Clauses X.1, X.2 and X.4 of Chapter X of the Special Conditions of Comprehensive Motor Insurance, which is applicable to the main insurance.

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These policy conditions shall be effective from February 19, 2022.

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# Special Conditions of Salvage Plus Insurance Add-on (MPKF4)

## I. Insured Event

The insured events defined in the main insurance, as a result of which the insured vehicle suffers a total loss.

## II. Sum Insured

The upper limit of the insurance company's payment shall be the sum insured stated in the policy in respect of insured events occurring during any one policy period.

## III. Payment of a Loss

In cooperation with the Atotal Insurtech Korlátolt Felelősségű Társaság (1158 Budapest, Késmárk u. 14/b, company reg. number: 01 09 071992, tax number: 10445608-4-42) (hereinafter: Atotal) as an outsourced entity contracted by the insurance company, the insurance company undertakes to provide the following service as set out in the policy if an insured event occurs. If an insured event occurs, the insured is entitled to claim the following services only after consultation with Atotal.

**Phone number of Atotal: +36 1 433 4101, +36 1 433 4102; Mon-Fri: 8–17.**

- III.1. Upon the occurrence of an insured event, Atotal will advertise the totaled vehicle for sale using the 'Atotal Exchange' (Atotal Börze), an application which it operates online.

The insurance company shall inform the insured person in writing about

- the offers received in response to the advertisement, together with their validity period
- what the insured should do if he/she wishes to sell the vehicle to the person making the purchase offer.

- III.2. If the conditions for storing a totaled vehicle in a place that prevents further deterioration are not met, the insurance company or Atotal shall
- provide information and assistance in making all the arrangements for the transport and storage of the vehicle to an appropriate place;
  - transport the insured vehicle to an appropriate, secure, locked place and arrange for its storage. The maximum period of the storage is 30 days. The insured may continue to store the vehicle for a longer period at his own expense.

The earliest starting date for storage is the date on which the main insurance no longer covers the storage of the vehicle, while the latest starting date may be the date when the covered service is delivered.

## IV. Deductible

The insurance company's payment of the claim is not reduced by a deductible.

## V. Bonus

The payment does not affect the bonus/malus classification of the main insurance.

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These policy conditions shall be effective from February 19, 2022.

# Special Conditions of Door-to-door Add-on (HHKF4)

## I. Insured Event

The insured events defined in the main insurance, as a result of which the insured vehicle suffers a partial loss.

## II. Sum Insured

The upper limit of the insurance company's payment shall be the sum insured stated in the policy in respect of insured events occurring during any one policy period.

## III. Payment of a Loss

In cooperation with Europ Assistance Magyarország Befektetési és Tanácsadó Kft. (H-1132 Budapest, Váci út 36-38.; Company registration number: 01 09 565790, Tax registration number: 12231401-2-41) (hereinafter: EA), an outsourced service provider contracted by the insurance company, the insurance company undertakes to provide the following services as set out in the policy if an insured event occurs. If an insured event occurs, the insured is entitled to the following services only after consultation with the Generali Auto Assistance Direct Line.

You may call the Generali Auto Assistance Direct Line 24 hours a day at: **+36 1 458 4451**.

- III.1. Upon the occurrence of an insured event, the insurance company or its representative (EA) will arrange for the delivery of the vehicle damaged as a result of the insured event
  - a) from the place where the insured event occurred or from the place of residence of the insured person to the repair shop nearest to the place of residence of the insured (unless otherwise provided for in the main insurance policy) which is equipped for the professional repair of the vehicle;
  - b) to the insured's address after the vehicle's repair works are completed.
- III.2. The insurance company or EA undertakes to organize and carry out the transport of the insured vehicle, irrespective of whether the vehicle is mobile and roadworthy or not.
- III.3. If the vehicle is inoperative, it is delivered to a destination using a special transfer vehicle; if the vehicle is operative, the insurance company undertakes to arrange for the vehicle to be driven, without using a special transfer vehicle, to the repair facility or to the insured's address (sends a driver).
- III.4. The insurance company will reimburse the invoiced costs of the transport/delivery of the insured vehicle directly to the partner providing the service. If the insurance company is unable to send a service partner to the place of the insured event/insured person's residence for any reason, the invoiced cost of the transport/delivery of the vehicle by any other service provider will be paid directly to the insured person.

## IV. Deductible

The insurance company's payment of the claim is not reduced by a deductible.

## V. Due date of the insurance company's payment and documents required for claim settlement

The provisions governing the due date of the claim settlement under this insurance shall be identical to provisions governing claim settlement under the main insurance policy, with the addition that the insurance company shall immediately commence the arrangement for any covered service when a call is received at the Generali Auto Assistance Direct Line.

In addition to the documents specified in the main insurance policy, the insurance company may also request the submission of the following documents, if necessary for the establishment of the legal basis and the amount of the claim:

- worksheet issued by a tow truck driver in respect of the transport;
- documents verifying the personal particulars and residence of the insured persons.

## VI. Exclusions

**The insurance does not cover:**

- VI.1. the loss of or damage to the insured vehicle, its accessories or the luggage carried in it during the covered service;**
- VI.2. the fuel costs incurred during the transport of the insured vehicle if it can be driven to the agreed location;**
- VI.3. losses recoverable under another insurance policy of the insured.**

## VII. Obligations of the Policyholder/Insured

After the occurrence of an insured event, the insured must notify the insured event at the round-the-clock telephone number of the Generali Motor Assistance Direct Line (**+36 1 458 4451**), within the period specified in the main insurance policy.

## VIII. Geographical Limit

**This policy shall only cover insured events which occur in Hungary.**

## IX. Bonus

The payment does not affect the bonus/malus classification of the main insurance.

# Special Conditions of Luggage Insurance Add-on (PKFC3)

## I. Insured Events

- I.1. Any natural peril or collision of the insured vehicle as defined in the main insurance, which results in the loss of or damage to the insured property.
- I.2. Theft of the insured property by force from a properly locked boot of the motor vehicle or from any other storage compartment with a lid properly closed and located in the interior of the vehicle, unless the property is recovered.

A vehicle is considered to be properly locked if it meets the following requirements at the time of the covered theft:

- all doors and windows (doors of the passenger compartment and of the load area, the vehicle hood and the vehicle trunk lid, car door and roof windows, the partially or fully collapsible or removable roof) were secure in the locked position, and were suitable for preventing unauthorized, violent or forcible entry into the vehicle,
- the factory security devices (e.g. immobilizer) or security devices fitted to the vehicle later on, worked properly at the time of the insured event, and the vehicle was duly armed.

- I.3. The robbery of the insured assets from insured persons staying in the vehicle, entering or leaving the vehicle, loading or unloading the vehicle, unless the insured property is recovered.

Robbery is defined as a conduct when the perpetrator, with the aim of unlawful appropriation, obtains the insured property by using violence or direct threats to life or limb against the insured persons staying in the vehicle, entering or leaving the vehicle, or loading or unloading the vehicle, or by rendering them unconscious or incapable of defense.

## II. Insured Property

Personal property owned by and in the possession of the insured person(s) at the time of the insured event, which is stored in the motor vehicle.

## III. Insured Persons

Persons lawfully using the motor vehicle insured under the main insurance policy at the time of the insured event.

## IV. Sum Insured

The upper limit of the insurance company's payment shall be the sum insured specified in the policy in respect of insured events occurring within a policy period.

## V. Payment of a Loss

### V.1. Common Rules for the Payment of Claims

The insured person must provide credible evidence of his or her ownership of the insured property.

**In the event that the insured is entitled to deduct and/or reclaim VAT, the insurance company shall not reimburse the amount of VAT deductible (refundable to the Insured) under applicable legislation in respect of partial or total loss.**

### V.2. Payment of claims in case of total loss

- V.2.1. In the event of total loss, the insurance company will reimburse the insured property's market value at the time of the loss.
- V.2.2. Total loss has the meaning assigned to it under the main insurance policy, except that where the main policy conditions refer to a motor vehicle, it shall be taken to mean insured property for the purposes of these policy conditions.
- V.2.3. Market value at the time of loss: the market value in HUF of an asset or property used in Hungary at the time of loss which is of the same type, age, technical state of repair, legal status and purpose of use.
- V.2.4. Otherwise, the payment of the insurance claim is subject to the provisions of the Special Conditions of the main insurance applicable to total loss.

### V.3. Payment of claims in case of partial loss

If the insured event does not result in a total loss (within the meaning of Clause V.2), the insurance company shall reimburse the actual costs of repair of the damage to the insured property resulting from the insured event, but not more than the costs of repair calculated on the basis of the average price of materials, parts or labor in Hungary.

The restoration must be evidenced by an invoice.

**The insurance company shall make deductions from the costs of reinstatement corresponding to the degree of wear and tear (rise in value).**

Otherwise, the payment of the insurance claim is subject to the provisions of the Special Conditions of the main insurance applicable to partial loss.

## VI. Deductible

The insurance company's payment of the claim is not reduced by a deductible.

## VII. Exclusions

**The insurance does not cover the loss of or damage to:**

- VII.1. jewellery or articles made of or incorporating noble metals or precious stones;**
- VII.2. precious fur, stamp collections;**
- VII.3. artistic and other intellectual creation;**
- VII.4. musical instruments, firearms, ammunition;**
- VII.5. cash or cash equivalents (debit cards, credit cards, shopping cards, any other cards, vouchers, cheques which may be used to receive services, etc.) securities, savings books, articles of value, documents;**
- VII.6. tools used for work;**
- VII.7. property transported by a motor vehicle for a fee;**
- VII.8. the vehicle's accessories and equipment;**
- VII.9. asset or property used for a purpose other than a private purpose, including but not limited to work equipment, or other objects (goods) used for or related to an earning activity.**
- VII.10. The insurance does not cover:**
  - a) loss resulting from damage to the insured property which does not affect its normal use;**
  - b) the depreciation of the insured property;**
  - c) the losses arising out of the loss of function of the insured property or the costs related to renting equipment to replace the functions of the insured property during the repair;**
  - d) the difference between the cost of repair and the cost of replacement if the insured property or part or accessory thereof is repairable but the insured has replaced it with a new one instead of repair;**
  - e) the reinstallation and purchasing (production) expenses of software installed on the insured assets, and in the case of custom made programs the expenses of retrieving the source code from any documentation, including the costs of reprogramming in the absence of a documentation, and the costs of repeated entry of data stored on the insured assets from any data carriers (documentation) or of obtaining such data, including data reproduction expenses (e.g. repeated data collecting, repeated experiments).**

## VIII. Obligations of the Policyholder/Insured

If the insured event is a collision or natural peril, the damaged property must be presented to the insurance company or its agent in its damaged condition.

## IX. Bonus

This insurance add-on is not subject to Clauses X.1, X.2 and X.4 of Chapter X of the Special Conditions of Comprehensive Motor Insurance, which is applicable to the main insurance.

# Special Conditions of AutósTárs Legal Expenses Insurance Add-on (GJBC3)

## I. General Provisions

### I.1. Subject of the insurance

The insurance company will provide legal protection services to the insured person in the event of an insured event subject to the applicable policy conditions, and to the extent and under the conditions set out in the insurance policy.

### I.2. Insured Events

- I.2.1. The insurance cover extends to claims arising in connection with the operation or use of the motor vehicle insured under the main insurance or arising from a legal relationship the subject of which is the motor vehicle.
- I.2.2. If the condition set forth in Clause I.2.1 is fulfilled, the insurance covers events when
- the insured's legal interests are harmed as a result of other persons' behavior or misconduct or
  - A third party's interests are injured as a consequence of the insured's misconduct, provided that the third party whose interests have been injured asserts a claim against the insured in writing or if public administrative proceedings are initiated.
- I.2.3. If a several claims are asserted in connection with the same cause, affecting the same insurance policy, they shall be regarded as a single insured event, regardless of whether one or several insured parties are affected by the same insured event. The sum insured shall be the amount prevailing at the date of the first infringement or injury claim which qualifies as an insured event.
- I.2.4. For the purposes of these policy conditions, a legal dispute (the conduct resulting in a legal dispute) means
- in respect of legal protection related to claims for damages, the tortious act which gave rise to the insured event,
  - in respect of legal protection against contract disputes, the contractual breach or infringement,
  - in respect of legal protection in criminal cases and misdemeanor, the act leading to such statutory category of the crime (misdemeanor),
  - in the case of legal protection in relation to driving licenses and motor vehicle documents, committing a conduct which constitutes a legal offence or a criminal offence,
  - in the case of legal protection for prior representation, the tortuous conduct in connection with which the personal injury occurred.

If the legal dispute arises from an omission, then the date of the legal dispute will be the last day when the omission could have been rectified without giving rise to a legal dispute (when a deadline is missed, the last day of the prescribed timeframe).

If a legal dispute is continuous, the insurance only covers such an event if the first day of the legal dispute (the act giving rise to such legal dispute) falls within the scope of the insurance policy (it is during the coverage period).

If the legal dispute is related to a road traffic accident, the road traffic accident must occur during the coverage period even if the insured's legal dispute arises from or in relation to the criminal/misdemeanor proceedings initiated against the insured or the insurance company's claim settlement procedure.

### I.3. Insured Person

- I.3.1. The
- owner,
  - the operator registered in the vehicle's registration card, and
  - hirers, lessees, or other (justifiably) authorized drivers and passengers of the motor vehicle covered under the main insurance and also insured under these conditions.
- I.3.2. If the insurance company pays the legal expenses incurred by the insured persons specified in Clause I.3.1 c) in legal proceedings, the insurance company will notify the insured persons specified in Clauses I.3.1 a) and b) of the sum insured remaining for the rest of the policy period, after the legal proceedings on which the claim was paid out have been closed.

## II. Sum Insured

The insurance company's payment of claims shall be limited to the sum insured stated in the insurance policy.

The sum insured is the total amount that can be paid out for insured events occurring during a policy period. The insurance company's payment in respect of any one insured event shall be limited to the sum insured. If the insured person notifies the insurance company of an insured event which occurred during a policy period only in the following policy period, the insurance company's payment shall not be determined based on the sum insured for the policy period at the time of the notification of the claim, but by the sum insured for the period in which the insured event occurred or the sum insured still remaining.

## III. Payment of a Loss

- III.1. Under the legal protection insurance cover, the insurance company provides assistance to the insured in protecting his/her legal interests – in legal disputes which qualify as insured events – as provided for in the policy conditions; in particular
- offers the insured legal advice in the event of a legal dispute,
  - offers legal representation to the insured in the legal protection matters specified in the policy conditions, whether in litigation or out-of-court settlement, and offers legal defense to the insured in misdemeanor or criminal proceedings, and
  - bear the costs of legal proceedings and legal representation necessary for the protection of the insured's legal interests, up to the sum insured.

## III.2. Legal protection services

The insurance company offers legal protection services in the following areas:

### III.2.1. Damages LPI coverage

In relation to the proper use of the vehicle specified in the insurance policy, the insurance covers

- the enforcement of damages claimed by the insured due to non-contractual loss or damage caused to the insured,
- the defense against damages claimed from the insured due to non-contractual loss or damage caused by the insured.

### III.2.2. Legal defense in criminal and misdemeanor proceedings

The insurance covers the insured's legal defense in a court of criminal jurisdiction initiated against the insured for a summary offense, a misdemeanor or felony caused by him/her in relation to the proper use of the vehicle specified in the insurance policy. With respect to acts and omissions which are punishable whether committed as a result of negligence or intentionally:

- in the case of charges of intentional wrongdoing, the insurance cover will take effect retroactively if the proceedings are terminated (save for the case when such proceedings are terminated for the insured's death, for the offense being time-barred, or for pardon granted);
- or if the acquittal is final, or if negligence is determined in a final judgement;
- if intentionality is eventually determined in proceedings initiated against the insured for charges of negligence, the insured is required to refund to the insurance company all legal expenses already paid by the insurance company as insurance benefits.

### III.2.3. Contractual LPI Coverage

The insurance covers the enforcement of or defense against claims arising from civil contracts related to the vehicle specified in the insurance policy. The insurance does not cover claims arising from contracts which are concluded in respect of automobile sales, rental or lease if such activities are pursued as business activities by the insured.

### III.2.4. The legal protection coverage related to driver's licenses and vehicle documents provides legal protection

if criminal, misdemeanor or other judicial proceedings are initiated against the insured for having caused a road traffic accident or having committed an offence under the road traffic laws while using the vehicle specified in the insurance policy, and the conviction would result in the insured being disqualified or suspended from driving, the vehicle's documents being withdrawn, or the rights permitted under such documents being restricted.

### III.2.5. LPI for Preliminary Legal Representation

The insurance covers the protection of the insured's legal interests to enforce claims for damages in relation to the insured's injuries healing over 8 days. If the insured is injured in a road traffic accident and recovery from the injuries exceeds 8 days, and the insured is not at fault for the road traffic accident, the insurance company offers preliminary legal representation including

- the drafting of the claim for damages and the preparation of the claim file,
- filing the claim to the injuring party or to the party required to indemnify in lieu of the injuring party (e.g.: insurance company of the liability insurance),
- conciliation procedure related to the claim for damages,
- drawing up or reviewing the documents containing the settlement of the claim for damages.

## III.3. Conditions for Claiming Legal Protection Benefits

III.3.1. The insurance pays the legal expenses claim if all the following conditions are met:

- the notified event is an insured event within the meaning set out in the policy conditions (refer to: Clause I.3 of Chapter I) and it is not excluded from coverage (refer to: Chapter V) and
- the insurance coverage applies to the notified legal gravamen (refer to: Chapter VII) and
- the insured has already attempted to enforce the claim (or fight of a claim brought against him/her), but it was not productive and
- based upon the insurance company's assessment of the prospects of success, it is found that the claim may be reasonable pursued (refer to: Clause III.4.2).

III.3.2. The insurance company does not assess the prospects of success if

- if, in the course of the event underlying the insurance company's liability to pay claims, two or more adverse parties have their legal protection and/or third party liability insurance policies with the same insurance company,
- legal protection is provided in criminal proceedings.
- and if the insurance company is the adverse party.

## III.4. Assessment of the prospects of success, conciliation procedure

III.4.1. Assessment of the prospects of success

- a) Save for the cases listed in Clause III.3.2, the insurance company is entitled to commence an investigation when a claim for benefits is notified and at any time during the procedure in respect of the prospective success of enforcing rights or of legal defense (assessment of the prospects of success). For the purposes of these policy conditions, success of enforcing a claim (enforcing rights or legal defense) is presumable if:
  - it can be rendered probable by applying the facts and the pertinent regulatory provisions that a court / authority resolution to award the insured shall be passed; and
  - in case of enforcing a financial claim, it can be rendered probable that such claim will be paid.
- b) In the event that, upon examining the facts and based on the legal situation and the status of evidence, the insurance company comes to the conclusion that there is sufficient perspective of the success of enforcing the claim, the insurance company shall provide a written statement of fulfilling the claim and undertake to pay the costs insured. In the event that, upon examining the facts and based on the legal situation and the status of evidence, the Insurance company comes to the conclusion that there is no perspective of the success of enforcing the claim, the Insurance company shall be entitled to reject the fulfillment of legal protection services.
- c) If the insurance company finds that additional facts must be determined or additional documents must be submitted for the assessment of the prospects of success, it may call the insured to cooperate in the matter. In this case, the timeframe specified in Clause III.1.4. d) shall commence at the time when all the documents required for the assessment of the prospect of success have been received.



- d) The insurance company shall inform the insured in writing about the results of the assessment of the prospects of success within 15 days upon receipt of the legal protection claim, meaning whether the insurance company is to fulfill or deny the claim for the covered service. Denial shall be justified by at least the fact rendering a reason for it or by calling attention to the legal or contractual provisions applicable thereto. When communicating the denial, the insurance company shall also advise the insured in writing of the possibility of a conciliation procedure (refer to: Clause III.4.2) and of the fact that if the conciliation procedure fails to be productive, the insured will be entitled to choose a legal representative in order to protect the insured's interests related to the insurance policy.

#### III.4.2. Conciliation procedure

- a) In the event that the insurance company refuses the delivery of legal protection services on the basis of its assessment of the prospects of success and the insured disagrees with the decision, the insured shall be entitled to initiate a conciliation procedure within 15 days of receiving the refusal.
- b) When initiating a conciliation procedure, the insured shall be required to name the attorney at law who represents him/her in the conciliation procedure and to submit the case assignment executed with the attorney.
- c) Within 5 days of the commencement of the conciliation procedure, the insurance company shall also be required to name its legal representative in the conciliation procedure.
- d) In the event that during the conciliation procedure, the legal representatives of the insured and of the insurance company
  - come to agree in respect of the prospect of success, both the insured and the insurance company shall be obligated to accept such decision.
  - fail to agree within 4 weeks in respect of the prospect of success, the insured shall be entitled to enforce the claim through a freely chosen legal representative (institute court proceedings) at the insured's own expense. In the event that the insured becomes a judgment creditor in the course of enforcing a claim, the insurance company shall be obligated to indemnify the insured for his/her legal expenses insured hereunder and not reimbursed in the lawsuit. In the case of a court settlement, the insurance company shall bear the costs in the proportion of the judgment credit to the judgment debit. The fees of the attorney representing the insured – including out-of-pocket expenses – shall be paid by the insurance company as provided for in Clause III.7.1. c).
- e) The costs of the conciliation procedure shall be borne by the parties in the following proportions:
  - if the result of conciliation procedure is in favor of the insured, the costs of the procedure shall be borne by the insurance company;
  - if the conciliation procedure fails to be productive or its result is in favor of the insurance company, both the insured and the insurance company shall respectively bear their own costs.
- f) If the conciliation procedure fails, the insured will be entitled to freely choose a legal representative to protect his/her interests related to the insurance policy.

### III.5. Legal Representation of the Insured

- III.5.1. Subsequent to the occurrence of the insured event, and in any court or public administration proceedings or prior to the beginning of such proceedings, in the course of any procedure facilitating the avoidance of such proceedings, or if the conciliation procedure fails to be productive, the insured is entitled to freely choose his/her legal representative (attorney).
- III.5.2. The right to choose a lawyer shall only apply to lawyers whose office is located at the insured's place of residence or at the seat of the court or public administrative authority which is competent in the procedure to be instituted at first instance. If there is no or only one attorney at such place of residence, another attorney within the area of competence of the county court can also be selected.
- III.5.3. In the event that the insured does not exercise his/her right to choose an attorney, the insurance company shall recommend a attorney of adequate expertise or – by way of a separate power of attorney – the insurance company's legal counsel shall provide the insured with legal representation.
- III.5.4. The insured shall always be the party to establish an agency relationship with the attorney.
- III.5.5. In the event that the insured exercises his/her right to choose a attorney, the insured shall be obligated to submit the signed case assignment concluded with such attorney – which includes the attorney's fee – within 2 workdays of contract conclusion. The insurance company shall only pay the lawyer's fee as specified in the contract of assignment if such fee has been previously approved by the insurance company.
- III.5.6. The insured shall be obligated to exempt any attorney providing him/her legal representation from their obligation of confidentiality and assign them to inform the insurance company on an on-going basis as regards the status of claim enforcement (court / authority procedure) and to make available any and all procedural documents (e.g. statement of claim, minutes of hearings, petitions, court resolutions) to the insurance company.
- III.5.7. The attorney shall be directly responsible to the insured for fulfilling the assignment. The insurance company shall not be liable for the lawyer's operations.

### III.6. Procedure to be followed in case of a conflict of interests

- III.6.1. For the purposes of these conditions, a conflict of interests shall in particular mean cases when, in relation to an insured event hereunder
  - the adverse party is provided insurance protection by the insurance company pursuant to another insurance policy (e.g. any third party liability / legal protection insurance); or
  - the insurance company is the adverse party.
- III.6.2. In the event of a conflict of interests
  - a) the insured will be legally represented or provided legal advice by a freely selected lawyer in all cases;
  - b) the obligation to provide information on the legal dispute shall fall on the insured towards his/her attorney only. If, however, there is a conflict of interests because legal protection coverage is provided by the insurance company to the adverse party consequent upon the same insurance event, the obligation to provide comprehensive information shall prevail towards the insurance company as well.
  - c) the insurance company does not assess the prospects of success.
- III.6.3. In the event of a conflict of interests, the insurance company will promptly inform the insured in writing of the existence of such conflict of interests and the provisions set out in Clause III.6.2.

### III.7. Legal Protection Services

#### III.7.1. Legal Protection Services

In the event that a claim for services is eligible for fulfillment (see: Clause III.3.1), the following legal protection services shall be provided by the insurance company depending on the type of gravamen:

- a) recommend an attorney of adequate expertise, unless the insured exercises his/her right to choose a attorney,
- b) provide verbal or written legal advice and/or cover the lawyer's fees of legal consultancy under Clause III.7.1.c,
- c) bear the costs of legal proceedings up to the sum insured as determined for each and every occurrence and in the aggregate for the policy period:
  - **attorney's fees**  
This policy shall cover the reasonable and customary fees of a attorney undertaking the insured's legal representation in line with the actual assignment, including out-of-pocket expenses, subject to the insurance company's prior consent. In the event that the insured has agreed on the lawyer's fee without the insurance company's prior consent, the insurance company shall pay a fee corresponding to the minimum fee of an advocate as specified by law.
  - **costs of legal proceedings**  
The insurance company shall indemnify for any and all fees and expenses of court, authority and mediation procedures (e.g. witness and expert fees, interpreter's fees, costs on on-site negotiation and inspection), provided that the insured is obligated to pay or advance such costs.
  - **costs incurred by the adverse party**  
This policy shall cover the costs incurred by the adverse party in the event that the insured is required to pay them pursuant to the final ruling and there is no other insurance protection in effect.
  - **enforcement costs**  
Enforcement costs shall be covered for up to 2 attempts of enforcement after the legal title of enforcement (e.g. judgment) is awarded to the insured.
  - **cost of the expert opinion**  
This policy shall provide coverage for the costs of a written expert opinion by an independent expert hired by the insured, subject to the insurance company's prior consent to such expert assignment and the amount of such expert fee.
  - **translation costs**  
This policy shall provide coverage for any reasonable translation costs of documents as required for conducting legal proceedings, subject to the insurance company's prior consent.
  - **bail costs**  
Up to the sum insured specified on the insurance application, the insurance company will prepay the bail to be paid by the insured, required as surety that the insured is released from custody.
    - The insurance company will pay the bail by wire transfer to the account of the court. The insurance company will only prepay a bail if the insured makes a legally binding statement that once the bail is to be refunded, he/she will request that such a payment be made to the insurance company.
    - If the insured is no longer entitled to reclaim the bail (e.g.: the insured did not show up at court, or is placed into custody for other reasons), the insured is required to refund the amount of the bail to the insurance company within 5 days after the respective court order becomes final.

#### III.7.2. Conditions for Bearing Legal Expenses

- a) **The insurance only covers costs which are incurred after the insured event has been notified to the insurance company.** Costs incurred before an insured event is notified shall only be covered under the policy if they are incurred as a result of measures taken by the counterparty, the competent authority or as a result of measures taken in the interest of the insured on grounds of urgency not earlier than 30 days before the insured event is notified.
- b) In the case of a court settlement, the insurance company shall bear the costs in the proportion of the judgment credit to the judgment debit. In the course of a lawsuit, the insured shall be obligated to submit a motion to the court to decide on bearing litigation costs. In the case of an out-of-court settlement, costs shall be borne by the insurance company unless the adverse party undertakes to reimburse them.
- c) In the event that – in case of a joinder of parties – the insured and the insured's co-plaintiffs or co-defendants are obliged by the court to collectively bear litigation costs, this policy shall cover litigation costs in the proportion that the insured's claim or the claim against the insured bears to the total value of the claim enforced by all co-plaintiffs or that of the claim against all co-defendants.
- d) **In the case of bankruptcy or liquidation, this policy shall only cover the fees of the lawyer representing the insured, meaning that further procedural costs (e.g. duties, registration fees, publication costs) shall be excluded.**
- e) **In case of an arbitration procedure, legal expenses shall be covered up to the extent that the insured would be obligated by a regular court to pay them.**
- f) **The insurance does not cover:**
  - any fines imposed by reason of mala fide conduct of a lawsuit or negligence against the insured or his/her legal representative, and/or any additional costs consequent upon such conduct,
  - legal expenses covered under a third-party liability insurance policy,
- g) **Value added tax included in the legal expenses, provided that the insured is entitled to deduct it from the tax payable or to reclaim it.**
- h) **If claims which are only partially insured arise in the course of proceedings, the insurance company shall only pay those costs which would otherwise be payable by the insurance company without taking into consideration any claims not covered by insurance protection.**

### III.8. Insurance company's subrogation (reimbursement of legal expenses to the insurance company)

- III.8.1. In the event that the insured enters into an out-of-court settlement with the adverse party and the adverse party undertakes to reimburse the insured's legal expenses (e.g. lawyer's fees), and if, in the course of legal proceedings, the court awards the insured any litigation costs and/or lawyer's fees, then any amounts collected therefrom may be claimed by the insurance company up to the amount paid out by the insurance company.

III.8.2. All legal expenses reimbursed in accordance with Clause III.8.1 must be refunded by the insured to the insurance company within 15 days of such repayment. In the event that the insured fails to take any measures to collect legal expenses awarded to the insured, the insurance company shall enforce a claim based on the agreement of assignment concluded with the insured. The insured shall be obliged to support the insurance company in enforcing any claims and to issue a deed of assignment in favor of the insurance company.

#### IV. Deductible

The insurance company's payment of the claim is not reduced by a deductible.

#### V. Exclusions

The insurance does not cover the defense of the insured's legal interest in the following cases:

- a) if the insured person drove the vehicle covered by the main insurance without a valid official licence to drive the vehicle (driving license) or without the permission of the owner or operator of the vehicle; This exclusion does not apply to the insured persons specified in Clauses I.2.1. b) and c) of Chapter I, if such persons reasonably assumed that the driver holds a valid driving license, or is in the possession of the authorization of the owner or operator of the vehicle;
- b) in the enforcement of contractual claims or claims for damages which are related to loads or goods transported by the insured on a commercial basis;
- c) in legal disputes between parties who are insured under the same insurance policy;
- d) in the enforcement of claims which have been assigned to the insured, or claims for commitments which the insured assumed from a third party;
- e) in the case of legal interests injured by the insured's willful and unlawful misconduct;
- f) in claims which cannot be enforced through judicial channels;
- g) if the legal interests injured are related to taxation or customs duties;
- h) in claims brought against the insurance company in relation to this policy,
- i) if the amount disputed or claimed, or the amount of the penalty or fine awarded in misdemeanor proceedings is less than HUF 20 000.

#### VI. Obligations of the Policyholder/Insured

##### VI.1. Notifying a claim for legal protection, the duty to cooperate in the protection of legal interests

###### VI.1.1. Notifying a claim for legal protection to the insurance company

- a) The insured is required to notify the legal protection claim to the insurance company promptly but no later than within 15 workdays after becoming aware of it.
- b) When notifying a claim for legal protection, the insurance company must be provided detailed information on the following:
  - the facts constituting the basis of the gravamen, specifying the date and time and location of such gravamen as well as the person or organization (including name and address) against which the Insured intends to enforce a claim or which is enforcing a claim against the insured.
  - whether the insured intends to exercise the right to choose a attorney or trust the insurance company with selecting a legal representative.
- c) The insured shall make the following available to the insurance company:
  - any and all documents that are substantial in respect of establishing the facts constituting the basis of the legal dispute (e.g. correspondence, contracts, court petitions, resolutions, etc.);
  - the case assignment concluded with the insured's attorney or the fee quotation submitted by the attorney if the insured intends to exercise the right to choose a attorney.

It is expedient to submit such documents to the insurance company already at the time of notifying the insured event.

In order to provide the legal protection service and to reimburse the insured's legal fees and other legal expenses, the insurance company is entitled to request the following documents from the insured, if necessary to establish the legal basis and the amount of the claim:

- all contracts (e.g. employment, purchase, rental, lease, work, loan, etc. contracts) in connection with the gravamen;
  - photos and documents to evidence the legal grounds and the value of the legal dispute;
  - letters and other documents delivered to and received from the opponent party;
  - documentation of any legal/authority proceedings instituted in connection with such violation of a legally protected interest (petitions, minutes, court and authority resolutions);
  - in the event of an expert investigation in connection with such legal dispute, the expert opinion produced;
  - the fee quotation submitted by the lawyer to provide the insured legal representation, the contract of assignment concluded with such lawyer and the brief produced by such lawyer;
  - in the event that any invoice is required to be issued on the legal expenses charged to the insured pursuant to any accounting regulations currently in effect (e.g. attorney's fees), then such invoice, otherwise any voucher to evidence payment of legal expenses (e.g. duties, litigation costs payable to adverse party);
- d) **In the event that the insured fails to perform the obligations set out in this section and therefore substantial circumstances regarding the assessment of the insured event and the insurance claim may not be revealed, the insurance company shall not be required to provide the legal protection service and shall be entitled to reclaim any amounts already paid for the costs of legal proceedings.**

##### VI.2. Things to do before enforcing or averting claims and in the course of legal procedures

If the insurance company not only offers legal advice but also covers legal expenses, the insured is required to:

- a) cooperate with the insurance company to reach an out-of-court settlement of claims;
- b) request the insurance company's consent to any measure or procedural act (e.g. submitting a statement of claim or an appeal, requesting the court to delegate an expert) which affects or may affect the insurance company's obligation to provide benefits. The insurance company shall be entitled to reject payment for any expenses undertaken where the insurance company's approval was not previously requested;
- c) request the insurance company's statement before the enforcement or aversion of claims before any court, challenging a court decision, and any major procedural acts – particularly as regards success perspectives – and to coordinate with the Insurance company in concluding compromises. Compromises failed to be agreed with the insurance company shall not be binding on the insurance company in respect of the payment of the claim.

- d) keep the Insurance company informed on the status of claim enforcement (court / authority procedure) and to deliver any procedural documents (e.g. statement of claim, minutes of negotiations, petitions, court resolutions) to the insurance company within 5 days of reception thereof.

## VII. Coverage Period, Geographical Limit

### VII.1. Duration of the insurance coverage (applicability in time)

- VII.1.1. The insurance covers the insured incidents if the date of the occurrence of the insured event (the conduct resulting in a legal dispute) is during the coverage period of the insurance, and the insured's claim for legal expenses is notified to the insurance company no later than within 30 days of the termination of the insurance policy.
- VII.1.2. Subject to the provisions in Clause VII.1.1, the insurance provides coverage for pending judicial or public proceedings until their binding resolution even if the insurance policy terminates during such proceedings. Nevertheless, if the insurance terminates as a result of the policyholder's cancellation or for a default of premium payment, the legal protection coverage shall terminate at the time when the policy terminates and the insurance company will no longer provide legal protection, nor will it pay the legal expenses.
- VII.1.3. The insurance company does not stipulate a waiting period after the commencement of the insurance coverage.

### VII.2. Geographical limit applicable to the insurance coverage

The insurance covers insured events which fall within the jurisdiction of the court (authority) of the countries specified in the territorial scope of the main insurance.

## VIII. Miscellaneous Provisions

In order to avoid any conflict of interest between the insurance company and the insured, the insurance company has considered the options set forth in paragraphs a)-c) in Section 161 (1) of Act LXXXVIII of 2014 on the Insurance Business, and has adopted the solution described in paragraph a), which is: "its employees engaged in the management of legal expenses claims and the employees providing legal advice are not performing the same or similar services in any of the insurance company's other divisions or for any other insurance company in connection with any class of insurance defined in Part A) of Schedule No. 1 and that any executive manager of the insurance company installed as a superior officer for these employees shall not be installed in a similar position in connection with the management of claims in other branches of insurance".

## IX. Bonus

The payment does not affect the bonus/malus classification of the main insurance.

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These policy conditions shall be effective from February 19, 2022.

# Special Conditions of Rental Vehicle Add-on Service (KGSZKF4)

## I. Insured Event

Insured events under the main insurance policy where the insured rents a vehicle to replace a vehicle insured under the main insurance policy.

## II. Sum Insured

The upper limit of the claim in respect of all insured events which occur within any one policy period shall be the sum insured stated in the insurance policy.

## III. Payment of a Loss

III.1. The insurance company will reimburse the rental fee of a rented vehicle of the same category as the insured vehicle, as evidenced by an invoice.

III.2. Based on the selection of the policyholder, the following risks may be insured:

- total loss (due to collision or theft) or
- partial loss or
- total loss (due to collision or theft) and partial loss.

III.3. Indemnity Period

III.3.1. The earliest date on which a vehicle may be rented is the date of the claim.

III.3.2. The last day of use of the rented vehicle may be the day of payment of the claim under the main insurance.

III.3.3. If the stolen motor vehicle is found between the date of the claim and the date of the payment of the claim under the main insurance policy, and the vehicle is in a roadworthy condition, the insurance company will reimburse rental costs incurred up to the date when the vehicle is returned to the insured.

## IV. Deductible

The insurance company's payment of the claim is not reduced by a co-payment (deductible).

## V. Exclusions

**The insurance does not cover:**

- **the cost of fuel for the rented vehicle;**
- **damage caused to the rented vehicle.**

## VI. Bonus

This insurance add-on is not subject to Clauses X.1, X.2 and X.4 of the Special Conditions of Comprehensive Motor Insurance, which is only applicable to main insurance.

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These policy conditions shall be effective from February 19, 2022.

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# Special Conditions of Driver Service Insurance Add-on (SKF4)

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## I. Insured Event

The insured person's incapacity to drive the insured vehicle for any reason.

## II. Insured Person

The person who is authorized to possess and use the vehicle at the time of the insured event.

## III. Sum Insured

The maximum limit of claims for all insured events within any one policy period shall be HUF 30 000, on the understanding **that the insurance shall only cover a maximum of two insured events within one policy period.**

## IV. Payment of a Loss

In cooperation with Europ Assistance Magyarország Befektetési és Tanácsadó Kft. (H-1132 Budapest, Váci út 36-38.; Company registration number: 01 09 565790, Tax registration number: 12231401-2-41) (hereinafter: EA)), an outsourced service provider contracted by the insurance company, the insurance company undertakes to provide the following services as set out in the policy if an insured event occurs. If an insured event occurs, the insured is entitled to the following services only after consultation with the Generali Auto Assistance Direct Line.

You may call the Generali Auto Assistance Direct Line 24 hours a day at: **+36 1 458 4451**.

In order to prevent the occurrence of the insured events (in particular collision damage) specified in the main policy and to promote road safety, the insurance will reimburse the following loss prevention costs:

If an insured event occurs, the insurance company or its representative (EA) will arrange for a driver to be sent to the scene. The driver service provider will take the insured person and the insured vehicle to the destination specified by the insured person.

The insurance company reimburses the cost of using the service directly to the partner providing the service. If the insurance company is unable to send a driver to the location of the insured event for any reason, the invoiced cost of the service will be reimbursed directly to the insured.

## V. Deductibles

The insurance company's payment of the claim is not reduced by a co-payment (deductible).

## VI. Due Date of Payment of a Loss

The provisions governing the due date of the claim settlement under this insurance shall be identical to provisions governing claim settlement under the main insurance policy, with the addition that the insurance company and its representative (EA) shall immediately commence the arrangement for any covered service when a call is received at the Generali Auto Assistance Direct Line.

## VII. Exclusions

**The insurance does not cover motorway tolls, tunnel and crossing fares, and other charges incurred in respect of the insured vehicle.**

## VIII. Obligations of the Policyholder/Insured

After the occurrence of an insured event, the insured must notify the insured event at the round-the-clock telephone number of the Generali Auto Assistance Direct Line (**+36 1 458 4451**), within the period specified in the main insurance policy.

## IX. Geographical Limit

**This policy shall only cover insured events which occur in Hungary.**

## X. Bonus

The payment does not affect the bonus/malus classification of the main insurance.

# Special Conditions of Electroacoustic Devices Plus Insurance Add-on (EAKF4)

## I. Insured Event

Any insured event to the insured vehicle as defined in the main insurance, which results in the loss of or damage to the insured property.

## II. Insured Property

Electroacoustic equipment and its accessories installed in the vehicle during manufacture or subsequently, and covered under the main insurance. The make any type of the insured assets or property must be specified in the certificate of coverage. In the event that the policyholder fails to indicate the make and type of such electroacoustic equipment in the insurance application, and the electroacoustic equipment is damaged in an insured event, then the insurance company shall pay the claim based on the standard electroacoustic equipment corresponding to the make and type of the insured vehicle.

## III. Sum Insured

The upper limit of the claim in respect of all insured events which occur within any one policy period shall be the sum insured stated in the insurance policy.

## IV. Payment of a Loss

The insured person must provide credible evidence of his or her ownership of the insured property.

**If the policyholder uses the services of the insurance company under this insurance add-on, he/she will not be entitled to claim the services of the insurance company under the main insurance, subject to Clause I.4.2.1. of the terms and conditions of the main insurance.**

**In the event that the insured is entitled to deduct and/or reclaim VAT, the insurance company shall not reimburse the amount of VAT deductible (refundable to the Insured) under applicable legislation in respect of partial or total loss.**

### IV.1. In the event of total loss

- IV.1.1. In the event of total loss, the insurance company will reimburse the insured property's market value at the time of the loss.
- IV.1.2. Total loss has the meaning assigned to it under the main insurance policy, except that where the main policy conditions refer to a motor vehicle, it shall be taken to mean insured property for the purposes of these policy conditions.
- IV.1.3. Otherwise, the payment of the insurance claim is subject to the provisions of the Special Conditions of the main insurance applicable to total loss.

### IV.2. Payment of claims in case of partial loss

If the insured event does not result in a total loss (within the meaning of Clause IV.1), the insurance company shall reimburse the actual costs of repair of the damage to the insured property resulting from the insured event, but not more than the costs of repair calculated on the basis of the average price of materials, parts or labor in Hungary.

The restoration must be evidenced by an invoice.

**The insurance company shall make deductions from the costs of reinstatement corresponding to the degree of wear and tear (rise in value).**

Otherwise, the payment of the insurance claim is subject to the provisions of the Special Conditions of the main insurance applicable to partial loss.

## V. Deductible

**If this insurance add-on pays out, the claim payable under this insurance add-on and the claim payable under the main policy shall together form the basis for determining the co-payment (deductible). The co-payment applicable to the main insurance policy shall be deducted from the combined sum of the payout under the main policy and payout under the insurance add-on.**

## VI. Exclusions

The insurance does not cover:

- a) loss resulting from damage to the insured property which does not affect its normal use;
- b) the depreciation of the insured property;
- c) the losses arising out of the loss of function of the insured property or the costs related to renting equipment to replace the functions of the insured property during the repair;
- d) the difference between the cost of repair and the cost of replacement if the insured property or part or accessory thereof is repairable but the insured has replaced it with a new one instead of repair;

## VII. Bonus

This insurance add-on is not subject to Clauses X.1, X.2 and X.4 of Chapter X of the Special Conditions of Comprehensive Motor Insurance, which is applicable to the main insurance.



# Special Conditions of Smart Luggage Insurance Add-on (SPKF4)

## I. Insured Events

- I.1. Any natural peril or collision of the insured vehicle as defined in the main insurance, which results in the loss of or damage to the insured property.
- I.2. Theft of the insured property by force from a properly locked boot of the motor vehicle or from any other storage compartment with a lid properly closed and located in the interior of the vehicle, unless the property is recovered.

A vehicle is considered to be properly locked if it meets the following requirements at the time of the covered theft:

- all doors and windows (doors of the passenger compartment and of the load area, the vehicle hood and the vehicle trunk lid, car door and roof windows, the partially or fully collapsible or removable roof) were secure in the locked position, and were suitable for preventing unauthorized, violent or forcible entry into the vehicle,
- the factory security devices (e.g. immobilizer) or security devices fitted to the vehicle later on, worked properly at the time of the insured event, and the vehicle was duly armed.

- I.3. The robbery of the insured assets from insured persons staying in the vehicle, entering or leaving the vehicle, loading or unloading the vehicle, unless the insured property is recovered.

Robbery is defined as a conduct when the perpetrator, with the aim of unlawful appropriation, obtains the insured property by using violence or direct threats to life or limb against the insured persons staying in the vehicle, entering or leaving the vehicle, or loading or unloading the vehicle, or by rendering them unconscious or incapable of defense.

## II. Insured property

Personal mobile telecommunication and mobile computing devices owned by the insured person(s), and in their possession and stored in the motor vehicle at the time of the insured event.

## III. Insured Persons

Persons lawfully using the motor vehicle insured under the main insurance policy at the time of the insured event.

## IV. Sum Insured

The upper limit of the claim in respect of all insured events which occur within any one policy period shall be the sum insured stated in the insurance policy.

## V. Payment of a Loss

### V.1. Common rules for the payment of claims

The insured person must provide credible evidence of his or her ownership of the insured property.

**In the event that the insured is entitled to deduct and/or reclaim VAT, the insurance company shall not reimburse the amount of VAT deductible (refundable to the Insured) under applicable legislation in respect of partial or total loss.**

### V.2. Payment of claims in case of total loss

- V.2.1. In the event of total loss, the insurance company will reimburse the insured property's market value at the time of the loss.
- V.2.2. Total loss has the meaning assigned to it under the main insurance policy, except that where the main policy conditions refer to a motor vehicle, it shall be taken to mean insured property for the purposes of these policy conditions.
- V.2.3. Market value at the time of loss: the market value in HUF of an asset or property used in Hungary at the time of loss which is of the same type, age, technical state of repair, legal status and purpose of use.
- V.2.4. Otherwise, the payment of the insurance claim is subject to the provisions of the Special Conditions of the main insurance applicable to total loss.

### V.3. Payment of claims in case of partial loss

If the insured event does not result in a total loss (within the meaning of Clause V.2), the insurance company shall reimburse the actual costs of repair of the damage to the insured property resulting from the insured event, but not more than the costs of repair calculated on the basis of the average price of materials, parts or labor in Hungary.

The restoration must be evidenced by an invoice.

**The insurance company shall make deductions from the costs of reinstatement corresponding to the degree of wear and tear (rise in value).**

Otherwise, the payment of the insurance claim is subject to the provisions of the Special Conditions of the main insurance applicable to partial loss.



## VI. Deductible

The insurance company's payment of the claim is not reduced by a co-payment (deductible).

## VII. Exclusions

**The insurance does not cover the loss of or damage to:**

- VII.1. property transported by a motor vehicle for a fee;**
- VII.2. the vehicle's accessories and equipment;**
- VII.3. other electronic products, consumer electronics products and their accessories.**
- VII.4. The insurance does not cover:**
  - a) loss resulting from damage to the insured property which does not affect its normal use;**
  - b) the depreciation of the insured property;**
  - c) the losses arising out of the loss of function of the insured property or the costs related to renting equipment to replace the functions of the insured property during the repair;**
  - d) the difference between the cost of repair and the cost of replacement if the insured property or part or accessory thereof is repairable but the insured has replaced it with a new one instead of repair;**
  - e) the reinstallation and purchasing (production) expenses of software installed on the insured assets, and in the case of custom made programs the expenses of retrieving the source code from any documentation, including the costs of reprogramming in the absence of a documentation, and the costs of repeated entry of data stored on the insured assets from any data carriers (documentation) or of obtaining such data, including data reproduction expenses (e.g. repeated data collecting, repeated experiments).**

## VIII. Obligations of the Policyholder/Insured

If the insured event is a collision or natural peril, the damaged property must be presented to the insurance company or its agent in its damaged condition.

## IX. Bonus

This insurance add-on is not subject to Clauses X.1, X.2 and X.4 of Chapter X of the Special Conditions of Comprehensive Motor Insurance, which is applicable to the main insurance.

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These policy conditions shall be effective from February 19, 2022.

# Special Conditions of Purchase Price Guarantee Insurance Add-on (VGKF3)

## I. Insured Event

The insured events defined in the main insurance, as a result of which the insured vehicle suffers a total loss.

In the event of a total loss of the insured vehicle, the repairs of the vehicle is deemed uneconomical if the cost of repairing the vehicle exceeds the market value of the vehicle at the time of the loss (or the invoiced value at the time of purchase) less the residual value, and 100% of its value at the time of loss.

## II. Insured Vehicle

A motor vehicle covered under the main insurance, which is not more than 6 years old at the time when the insurance add-on takes effect (the age of the vehicle at the commencement of the cover = year of the commencement of cover – year of the first registration) and no more than 60 days have elapsed between the effective date of the insurance add-on and the date of purchase of the insured vehicle (year, month, day of the commencement of cover – year, month, day of the vehicle purchase <= 60).

**This insurance add-on cannot be concluded for a vehicle operated as a taxi, private passenger carrier, or as a rental vehicle.**

## III. Term of the Insurance

The insurance add-on can be taken out for a fixed term of 2 (two) or 3 (three) years. The insurance add-on will terminate at the end of the fixed period. **Since this insurance add-on may only be taken out for a fixed term, it not be cancelled for convenience.**

## IV. Sum Insured

**The upper limit of the insurance company's payment in respect of insured events occurring within any one policy period, shall be HUF 5 000 000.**

## V. Payment of a Loss

- V.1. If the insured vehicle is totaled, the insurance company will – up to the sum insured – pay the difference between the certified purchase price and the market value at the time of the loss.

**If the value of the insured vehicle as determined in the Hungarian Eurotax catalogue at the time of obtaining ownership is lower than the certified purchase price, the insurance company will take into account the value determined in the Hungarian Eurotax catalogue as the value at the time of purchase.**

Certified purchase price: the invoice value of the insured motor vehicle at the time of purchase or, in the absence of a purchase invoice, the purchase price stated in the sales contract concluded at the time of purchase of the insured motor vehicle and its insured extra accessories.

- V.2. The certified purchase price must be expressly stated on the insurance application.
- V.3. **If the certified purchase price stated on the insurance application differs from the actual purchase price shown on the document certifying the purchase price, the insurance company will always use the lower sum to calculate the loss payable under this insurance add-on.**

## VI. Deductible

The insurance company's payment of the claim is not reduced by a co-payment (deductible).

## VII. Exclusions

**The insurance does not cover any loss of or damage to vehicles operated as a taxi, private passenger carrier or rental vehicle.**

## VIII. Obligations of the Policyholder/Insured

If an insured event occurs, a copy of the document which verifies the purchase price shall be submitted to the insurance company.

## IX. Bonus

This insurance add-on is not subject to Clauses X.1, X.2 and X.4 of Chapter X of the Special Conditions of Comprehensive Motor Insurance, which is applicable to the main insurance.

# Specific Conditions of Theft of a Charger Insurance (TLKF1)

## I. Insured Events

- I.1. The insurance covers the theft of the charging cable
  - by violence against property while the motor vehicle is being charged in a public place, provided that the insured property was properly locked to the motor vehicle and the property is not recovered;
  - by burglary.
- I.2. The insurance also covers the theft of a wall charger (wallbox) by burglary.
- I.3. A burglary is deemed to be covered if the perpetrator steals the insured property by entering a gated garden, a gated garage, a gated hall garage, or a locked room of a building containing a wall charger (wallbox) and/or charging cable lawfully installed,
  - a) by forcibly breaking in or entering (by breaking or breaking open windows, a wall or the roof, or by similar means);
  - b) by using a false key or a foreign tool to open the lock (if the method of entry cannot be clearly established by visual inspection, the use of the foreign tool must be certified by a forensic lock expert);
  - c) by using an original key or a duplicate key, which were acquired in any of the manners described above in points a)-b), that is through burglary or robbery.
  - d) by entering through an open window with a lower sill height of at least 3 meters measured from the floor level and there is someone at home in the room;

For the purposes of this insured event, the insurance will also cover theft by burglary from a storage room or garage jointly used by the condominium or housing association.

## II. Insured Property

The original factory electrical charging cable of the insured motor vehicle or an electrical charging unit (wallbox) of the insured motor vehicle installed with a permit, or which meets the technical parameters of the insured motor vehicle.

## III. Sum Insured

The maximum limit of claims for all insured events within any one policy period shall be the sum insured stated in the insurance policy, on the understanding **that the insurance shall only cover a maximum of two insured events within one policy period.**

## IV. Payment of a Loss

- IV.1. The insured person must provide credible evidence of his or her ownership of the insured property.
- IV.2. If an insured event occurs, the insurance company will reimburse the insured property's market value at the time of the loss.

Market value at the time of loss: the market value in HUF of an asset or property used in Hungary at the time of loss which is of the same type, age, technical state of repair, legal status and purpose of use.

## V. Deductible

The insurance company's payment of the claim is not reduced by a co-payment (deductible).

## VI. Exclusions

**The insurance does not cover the loss or damage:**

- **if it has been caused to an improperly or incorrectly installed wall charging unit (wallbox);**
- **to an electrical charging cable that is not an original equipment part of the vehicle and does not comply with the technical parameters specified by the manufacturer.**

## VII. Bonus

This insurance add-on is not subject to Clauses X.1, X.2 and X.4 of Chapter X of the Special Conditions of Comprehensive Motor Insurance, which is applicable to the main insurance.

# Specific Conditions for Secondary Lightning Damage (MVKF1)

## I. Insured Event

An insured event shall be deemed to occur if a surge or induction caused by a (secondary) lightning strike not directly affecting the insured property results in damage to the insured property while the insured motor vehicle is being electrically charged.

## II. Insured Property

The motor vehicle covered under the main insurance and the insured motor vehicle's authorized wall charging unit (wallbox) and its original factory-installed electrical charging cable, or an electrical charging cable that meets the technical parameters of the factory-supplied electrical charging cable.

## III. Sum Insured

The upper limit of the insurance company's payment in respect of insured events occurring within any one policy period, shall be

- III.1. for the wall charging unit (wallbox) and electric charging cable of the insured vehicle – HUF 700 000;
- III.2. in the case of an insured motor vehicle, the market value at the time of the loss as specified in the main insurance.
- III.3. **The insurance covers a maximum of one insured event within any one policy period.**

## IV. Payment of a Loss

### IV.1. Common Rules for the Payment of Claims

- IV.1.1. The insured person must provide credible evidence of his or her ownership of the insured property.

### IV.2. Payment of claims in case of total loss

- IV.2.1. In the event of total loss, the insurance company will reimburse the insured property's market value at the time of the loss.
- IV.2.2. Total loss means the following types of loss arising out of an insured event:
  - a) the insured property has been destroyed or
  - b) the cost of repairing the insured property exceeds the sum of the market value of the property at the time of loss less the residual value and 70% of the value at the time of the loss.
- IV.2.3. Market value at the date of loss means the market value at the time of the loss as defined in the main insurance in respect of the insured motor vehicle; in respect of all other insured property it is the market value in HUF of an asset or property used in Hungary at the time of loss which is of the same type, age, technical state of repair, legal status and purpose of use.

### IV.3. Payment of claims in case of partial loss

If the insured event does not result in a total loss (within the meaning of Clause IV.2), the insurance company shall reimburse the actual costs of repair of the damage to the insured property resulting from the insured event, but not more than the costs of repair calculated on the basis of the average price of materials, parts or labour in Hungary.

The restoration must be evidenced by an invoice.

**The insurance company shall make deductions from the costs of reinstatement corresponding to the degree of wear and tear (rise in value).**

## V. Deductible

**The insurance company's payment is provided after deduction of a 10% co-payment.**

## VI. Exclusions

**The insurance does not cover the loss or damage:**

- if it has been caused to an improperly or incorrectly installed wall charging unit (wallbox);
- to an electrical charging cable that is not an original equipment part of the vehicle and does not comply with the technical parameters specified by the manufacturer.

## VII. Bonus

This insurance add-on is not subject to Clauses X.1, X.2 and X.4 of Chapter X of the Special Conditions of Comprehensive Motor Insurance, which is applicable to the main insurance.

# Special Conditions of Battery Assistance Add-on (AAKF1)

## I. Insured Event

An insured event is the breakdown of the insured vehicle due to battery discharge or failure.

## II. Insured Property

A pure electric vehicle covered under the main insurance.

Pure electric vehicle:

Pursuant to Section 2 (7) (a) of Decree No. 6/1990 (IV. 12.) KöHÉM of the Minister of Transport, Communications and Construction on Technical Requirements for placing into, and maintaining in traffic Road Transport Vehicles (or the legislation on the same subject in force), a pure electric motor vehicle is such whose drive train contains at least one electrical energy storage device, an electrical energy conversion unit and an electrical machine which converts the stored electrical energy for propelling the vehicle into mechanical energy and which has no other power source for propelling the vehicle (environmental class 5E).

## III. Sum Insured

The maximum limit of claims for all insured events within any one policy period shall be the sum insured stated in the insurance policy, on the understanding **that the insurance shall only cover a maximum of two insured events within one policy period.**

## IV. Payment of a Loss

In cooperation with Europ Assistance Magyarország Befektetési és Tanácsadó Kft. (H-1132 Budapest, Váci út 36-38.; Company registration number: 01 09 565790, Tax registration number: 12231401-2-41) (hereinafter: EA)), an outsourced service provider contracted by the insurance company, the insurance company undertakes to provide the following services as set out in the policy if an insured event occurs. In the event of an insured event, the insured is entitled to the following services only after consultation with the Generali Auto Assistance Direct Line.

You may call the Generali Auto Assistance Direct Line 24 hours a day at: **+36 1 458 4451.**

### Transport by tow truck

If the insured vehicle breaks down, the tow truck sent to the scene by the insurance company or its representative (EA) shall tow the vehicle, together with the personal luggage inside it,

- in the event of battery failure, to a repair shop
- in the event of a battery discharge, to the nearest filling station suitable for charging the battery.

The insurance company will reimburse the invoiced cost of the transport directly to the partner providing the service. If the insurance company is unable to send a tow truck to the site of the incident for any reason, the invoiced cost of having the vehicle removed by any other service provider will be paid directly to the insured.

## V. Deductibles

The insurance company's payment of the claim is not reduced by a co-payment (deductible).

## VI. Due date of the insurance company's payment and documents required for claim settlement

The provisions governing the due date of the claim settlement under this insurance shall be identical to provisions governing claim settlement under the main insurance policy, with the addition that the insurance company and/or its assistance partner (EA) shall immediately commence the arrangement for any covered service when a call is received at the Generali Auto Assistance Direct Line.

In addition to the documents specified in the main insurance policy, the insurance company may also request the submission of the following documents, if necessary for the establishment of the legal basis and the amount of the claim:

- the worksheet issued by the rescue company in respect of the on-site repairs and recovery services;

## VII. Exclusions

**The insurance does not cover:**

- VII.1. the cost of transport or mailing of baggage, when the baggage cannot be transported together with the insured vehicle;**
- VII.2. vehicles operated without a valid MOT pass certificate at the time of the insured event;**
- VII.3. loss of or damage to the insured vehicle, its accessories or the luggage carried in it during the covered service;**
- VII.4. losses recoverable under another insurance policy of the insured.**

## VIII. Exemption of the Insurance Company

**For the purposes of the insurance company's exemption, the insured person's failure to have a previous breakdown of the vehicle repaired in a proper and permanent manner, and the insured event resulting from this failure shall be considered grossly negligent conduct in addition to the provisions of the main insurance policy.**

#### IX. Obligations of the Policyholder/Insured

After the occurrence of an insured event, the insured must notify the insured event at the round-the-clock telephone number of the Generali Auto Assistance Direct Line **(+36 1 458 4451)**, within the period specified in the main insurance policy.

#### X. Geographical Limit

**This policy shall cover the territories specified under the main insurance, with the exception that the geographical scope of the insurance does not include Belarus, Kosovo, the Republic of Moldova and Ukraine, even if the main insurance would otherwise cover these territories.**

#### XI. Bonus

The payment does not affect the bonus/malus classification of the main insurance.

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These policy conditions shall be effective from February 19, 2022.

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# Special conditions for Flat Tyre Insurance Add-on (GDKF1)

For the purposes of the insurance add-on subject to these policy conditions, the Technical Breakdown and Flat Tyre Assistance Add-on Insurance is also considered a main insurance policy inasmuch as

- the Flat Tyre Insurance Add-on cannot be taken out unless the above has been concluded, and
- the Flat Tyre Insurance Add-on will terminate if and at the time the Technical Breakdown and Flat Tyre Assistance Add-on terminates for any reason.

## I. Insured Event

An insured event is a puncture of a tyre of the insured vehicle.

A tyre puncture is defined as damage to any tyre of the insured vehicle in use caused by an unexpected and unforeseeable event which ultimately results in a loss of tyre pressure and which renders the damaged tyre unrepairable.

## II. Insured Property

Tyres of the vehicle covered under the main insurance which meet the following combined conditions:

- they were fitted to the vehicle at the time when the insured event occurred
- they are not more than 60 months old at the time of the insured event, calculated from the date of manufacture.

The age of the insured property is determined by the last 4 characters of the DOT marking on the side of the tyre, which record the date of manufacture. Of the last 4 characters in the DOT designation, the first two indicate the week of the year of manufacture, the second two indicate the year of manufacture. The age of the insured property is based on the year and month of manufacture as determined by the DOT marking.

## III. Sum Insured

The maximum limit of claims for all insured events within any one policy period shall be the sum insured stated in the insurance policy, on the understanding **that the insurance shall only cover a maximum of two insured events within one policy period.**

## IV. Payment of a Loss

If an insured event occurs, the insurance company will pay a lump sum amount corresponding to the sum insured stated in the insurance policy, for the purchase of a new tyre by the insured.

**The insurer applies a monthly deduction (increase in value) of 0.5% from the claim payment based on the age of the property expressed in months.**

The insurance company will deliver the service in cooperation with Europ Assistance Magyarország Befektetési és Tanácsadó Kft. (H-1132 Budapest, Váci út 36-38.; Company registration number: 01 09 565790, Tax registration number: 12231401-2-41) (hereinafter: EA) as an outsourced entity contracted by the insurance company.

## V. Deductible

The insurance company's payment of the claim is not reduced by a co-payment (deductible).

## VI. Exemption of the Insurance Company

**For the purposes of the insurance company's exemption, the insured person's failure to have a previous breakdown of the vehicle repaired in a proper and permanent manner, and the insured event resulting from this failure shall be considered grossly negligent conduct in addition to the provisions of the main insurance policy.**

## VII. Obligations of the Policyholder/Insured

After the occurrence of an insured event, the insured must notify the insured event at the round-the-clock telephone number of the Generali Auto Assistance Direct Line **(+36 1 458 4451)**, within the period specified in the main insurance policy.

## VIII. Bonus

The payment does not affect the bonus/malus classification of the main insurance.