

SZTRÁDA ROAD CARRIERS' INSURANCE TERMS AND CONDITIONS

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Noncomittal translation. In case of questions of interpretation or legal disputes, the Hungarian text shall prevail.

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GENERALI

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General conditions of the road carriers' insurance

The General conditions of the road carriers' insurance (hereinafter referred to as: General Conditions) contain the general terms and conditions applicable to insurance policies concluded with Generali Biztosító Zrt. for the insurance risks of road carriers, provided that the insurance policy has been concluded with reference to these terms and conditions.

The General Conditions are accompanied by the Special Terms and Conditions and Endorsements governing the insurance service at the policyholder's choice, as specified in the insurance policy or in the insurance proposal forming part thereof, which together form the General Conditions.

In matters not covered by the Special Conditions and Endorsements, the General conditions of the road carriers' insurance shall apply, while in the case of provisions of the Special Conditions and Endorsements derogating from the General Conditions, the rules of those Special Terms and Conditions and Endorsements shall prevail.

The parties may derogate from the general terms and conditions, in which case the agreement of the parties, declared in writing, shall prevail. The insurance contract shall also include the current "Customer Information and General Provisions Governing the Insurance Policies".

Based on these general terms and conditions, Generali Biztosító Zrt. (hereinafter referred to as: insurer) undertakes to pay indemnification stipulated in the insurance policy or to provide insurance service against payment of the insurance premium by the policyholder, depending on the occurrence of a future event (insured event) as defined in the Special Terms and Conditions.

Special Terms and Conditions supplementing the General Conditions, and corresponding to the insurance risks chosen by the policyholder:

- Special terms and conditions of international road carriers' liability insurance (CMR liability insurance)
- Special terms and conditions of domestic road carriers' liability insurance (BÁF)
- Special terms and conditions of the road carriers' personal accident insurance

The relevant Endorsements of the Special Terms and Conditions form part of the insurance policy, if the contract has been concluded by reference thereto.

I. SUBJECTS OF THE INSURANCE POLICY

I.1. Insurer

The insurer is the legal person which provides insurance coverage in return for payment of the insurance premium, and undertakes to provide the insurance service specified herein.

I.2. Policyholder

- I.2.1. The policyholder of the insurance policy is the person which concludes the insurance policy with the insurer and undertakes to pay the insurance premium. The policyholder may only qualify as a person or entity other than a consumer. Consumer means a natural person acting outside the scope of his profession, self-employed occupation or business activity.
- I.2.2. In connection with the policy, the policyholder is entitled to make legal declarations and statements to the insurer and the insurer is obliged to address its legal declarations and statements to policyholder.
- I.2.3. If the policyholder and the insured are different persons, the policyholder shall inform the insured of the declarations and statements made to it and of changes to the policy until the occurrence of the insured event or until the entry of the insured.
- I.2.4. The insurer's consent is required for a change in the identity of the policyholder (change of the policyholder), unless the identity of the policyholder changes as a result of legal succession or the insured person entering the contract.

If the policy is not concluded by the insured, the insured may enter the contract by written declaration to the insurer ("entering the policy"). The consent of the insurer is not required for entering the contract. On entering the contract, all the rights and obligations of the policyholder are transferred to the insured, and the entering insured shall be jointly and severally liable with the policyholder for the premiums due for the current insured period.

I.3. Insured

- I.3.1. Only the road carrier companies (e.g. individual entrepreneurs, legal persons, organisations without legal personality) registered in Hungary and specifically stipulated in the insurance policy which are entitled to conduct road carrier activities under the Hungarian legislation in force are insured herein.
- I.3.2. The insured under the Special Terms and Conditions is also – in respect of accident insurance risks – the natural person whose life, health or physical integrity is covered by the policy.

II. INSURED EVENT

The detailed definition of the insured event is set out in the relevant Special Terms and Conditions.

III. CONCLUSION OF THE INSURANCE POLICY, BEGINNING OF COVERAGE, TERMINATION OF THE INSURANCE POLICY

III.1. Conclusion of the insurance policy

- III.1.1. An insurance policy may only be concluded by a person who has an interest in avoiding an insured event by virtue of a property or personal relationship (the insured) or who concludes the contract for the benefit of a person who with such interest (the policyholder).
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- III.1.2. The insurance contract may be concluded
- by way of a separate written agreement of the parties,
 - the insurer's acceptance of the policyholder's insurance proposal within 15 days, which constitutes a written agreement,
 - c) the insurer's implicit conduct.
- III.1.3. If the policy has not been concluded in writing, the insurer shall issue a document certifying the insurance cover (hereinafter referred to as "policy schedule").

If the policy schedule deviates from the policyholder's insurance proposal and the policyholder does not object to the deviation in the policy issued with a different content from the insurance proposal without delay, but within a maximum of 15 days, the policy is concluded with the content of the policy schedule. If the policyholder rejects (objects to) the deviation, the contract will not be concluded. The insurer shall draw the policyholder's attention in writing to any material deviation when the policy schedule is delivered. If the insurer fails to give such notice, the policy shall be concluded in accordance with the content of the insurance proposal.

The policyholder is bound by its insurance proposal for 15 days from the date of its submission.

- III.1.4. **The insurance policy is concluded by the implicit conduct of the insurer with the content of the insurance proposal if the insurer fails to respond to the insurance proposal of the policyholder within 15 days of receipt thereof, provided that**
- **the proposal has been made in possession of the information required by law on the content of the legal relationship,**
 - **on the insurance proposal form provided by the insurer and**
 - **in accordance with the insurer's insurance premium tariff for the policy in question.**

The policy thus concluded shall have a retroactive effect to the date of delivery of the insurance proposal to the insurer, and the coverage shall start on the day following the expiry of the risk underwriting period.

If the policy concluded by the insurer's implicit conduct differs in any material respect from the general terms and conditions, the insurer may propose, within 15 days of the conclusion of the policy that the contract be amended in accordance with the general terms and conditions. If the policyholder does not accept the proposal or does not reply to it within 15 days, the insurer may, within 15 days of the refusal or of receipt of the amendment proposal, terminate the policy in writing with 30 days' notice.

- III.1.5. The insurer has the right to reject the insurance proposal in writing within 15 days of its submission.

III.2. Beginning of coverage

- III.2.1. The insurance cover provided by the insurer (insurance protection), in the case of an already valid insurance policy, starts on the date indicated by the policyholder on the insurance proposal as the beginning of the coverage.
- III.2.2. The date from which the coverage commences may not be earlier than the date of entry into force of the insured's community road transit authorisation issued by the competent territorial transport authority.
- III.2.3. The time of commencement of the coverage shall not be earlier than "00:00" hours of the day following the signing of the insurance proposal by the policyholder.

III.3. Duration of the insurance policy

- III.3.1. The insurance policy may be concluded for an indefinite or a definite insured period. The duration of the contract is indicated in the insurance policy.
- III.3.2. The insured period is the time period for which the insurance premium as a unit has been calculated, regardless of the payment of the premium in instalments. In the case of contracts concluded for an indefinite term, the insured period shall begin each year on the renewal date of the insurance year and shall continue for 1 year from that date. **In the case of contracts concluded for a definite term, the insured period shall be the entire duration of the policy, unless otherwise specified therein.**
- III.3.3. The insurance renewal date is the starting date of the insured period. If the commencement of coverage falls on the first day of the month, the insurance renewal date is the day on which the coverage commences, otherwise it is the first day of the following month.

III.4. Termination of the insurance policy

- III.4.1. The insurance policy will terminate
- if the policy of indefinite duration is terminated by the parties in writing with 30 days' notice before the end of the insured period (III.4.2.);
 - if the duration of the policy of definite duration expires;
 - in the event of non-payment of the insurance premium, as set out in point VI.6. of these terms and conditions;
 - in the event of a change in the insurance premium, if the policy is terminated by the policyholder at the end of the insured period, as provided for in point VI.5.2;
 - in the event of a subsequent cancellation of an insurance policy concluded by implicit conduct (implicitly) in accordance with point III.1.4 or in the event of a significant increase in the insurance risk in accordance with VII.2.4 of these terms and conditions;
 - if the insured event occurred, became impossible to occur or the insurable interest ceased to exist before the start of the insurance coverage. If, during the insured period, the insured event has become impossible to occur or the insurable interest has ceased, the policy or the corresponding part thereof shall be terminated;
 - by mutual written agreement of the Parties.
- III.4.2. The insurance policy concluded for an indefinite period may be terminated by the parties with effect of the end of the insured period by giving 30 days' written notice. The parties may exclude the right of termination for a maximum period of 3 years in the insurance policy.

If the policy is concluded for a period of more than three years and the parties have not agreed that it may be terminated before the end of the agreed period, the insurance contract may be terminated by either party from the fourth year onwards.

IV. TERRITORIAL AND TEMPORAL SCOPE OF COVERAGE

- IV.1. The insurance cover provided by the insurer is subject to the territorial scope defined in the Special Terms and Conditions and the Endorsements.**
- IV.2. The insurance cover provided by the insurer shall cover losses caused during the insured period, occurring and notified to the insurer within 90 days of termination of the policy at the latest, which constitute an insured event, unless otherwise provided for in a separate special condition.**

V. SUM INSURED (LIMIT OF LIABILITY)

- V.1. The maximum limit of the insurer's liability in case of the occurrence of an insured event is the sum insured (limit of liability) per claim and per insured period, as indicated in the insurance proposal, which is determined for each risk by applying the relevant Special Terms and Conditions.
- V.1.1. The sum insured (limit of liability) per claim is the maximum amount that shall be paid in connection with one insured event in accordance with the rules of the insurer's service.
- V.1.2. The sum insured (limit of liability) for the insured period is the total amount payable for any and all insured events in respect of the claims arising during the insured period, in accordance with the rules of the insurer's service.

If the policyholder notifies the insurer of a written claim for compensation in respect of an insured event occurring during the insured period only in the following insured period, the amount of the insurer's payment obligation shall be determined, subject to the rules of the insurer's service, not by the sum insured (limit of liability) for the current period of insurance, but by the sum insured (limit of liability) for the period in which the insured event occurred or the sum insured (limit of liability) still remaining.

- V.2. By way of derogation from point V.1 of the General Conditions, the rules governing the sum of benefits for accident risks and the applicable sum of benefits are set out in point VI.1 of the Special terms and conditions of the road carriers' personal accident insurance.

VI. INSURANCE PREMIUM

The insurance premium is the compensation for the insurer's assumption of the risks.

VI.1. Obligor of insurance premium payment

- VI.1.1. The obligation to pay the insurance premium is borne by the policyholder
- VI.1.2. If the insured replaces the policyholder by a written declaration made to the insurer (point I.2.4), it shall be jointly and severally liable with the policyholder for the insurance premiums due for the current period of insurance.

VI.2. Payment schedule (frequency of payment)

The insurer sets the insurance premium per insured period. The frequency of payment shall be determined by the parties in the insurance policy.

VI.3. Due date for payment of the insurance premium

- VI.3.1. The first premium (the first instalment in the case of a semi-annual or quarterly frequency of premium payment) is due on the date agreed by the parties, or at the time the policy is concluded. The regular premium is due on the first day of the period (policy year, half-year, quarter) to which it relates. The single flat premium is due when the contract is concluded.
- VI.3.2. The premium (or part of the premium) paid by the policyholder to the insurer before the insurance policy is concluded is considered an advance payment, which the insurer shall treat without interest. When the policy is concluded, the insurer shall set off the advance payment against the insurance premium. If the policy is not concluded, the insurer shall reimburse the policyholder any advance payment.

VI.4. Calculation of the insurance premium

- VI.4.1. The insurance premium is calculated on the basis of the insurer's tariff or individual underwriting.
- VI.4.2. For the calculation of the insurance premium, the policyholder (insured) is obliged to provide the data necessary therefor. The basis for the calculation of the insurance premium (e.g. number of vehicles or suspensions, etc.) will be indicated in the insurance policy. Other factors affecting the insurance premium are in particular the sum insured, the value of the chosen deductible, the activity of the insured, the frequency and method of payment of the premium and other data provided by the policyholder when underwriting the risk (e.g. claims history).

VI.5. Changes to the insurance premium

- VI.5.1. During the insured period of the policy, the insurer may change the premium rate in the following cases:
- in the event of a significant change of at least 4% in the loss ratio of this policy or in the loss frequency or average claims of insurance policies of the same type in the insurer's register in the calendar year preceding the entry into force of the amendment;
 - in the event of a change in the public charges affecting the insurance service,
 - the rate of inflation published by the Hungarian Central Statistical Office in the month of July immediately preceding the insured period.

The insurance premium may be adjusted with effect from the next renewal date of the insurance policy, in line with the changed circumstances, up to a maximum of 100% (up to 300% in the case of a premium increase in view of an increase in the loss ratio of this policy).

- VI.5.2. The insurer shall notify the policyholder in writing of any change in the insurance premium due to the provisions of point VI.5.1 at least 30 days before the insurance renewal date. If the policyholder does not wish to renew the policy at the new insurance premium notified by the insurer, it shall be entitled to terminate the insurance policy in writing before the insurance renewal date, by way of derogation from point III.4.2 of these terms and conditions, without notice, effective at the end of the insured period. In the absence of termination, the policyholder shall be liable to pay the insurance premium in accordance with the changed premium rate with effect from the renewal date of the policy.

- VI.5.3. The insurance premium will also be adjusted if the insurer proposes to the policyholder to adjust the premium with effect from the next renewal date of the insurance policy and the policyholder accepts the proposal and pays the first premium due after the renewal date at the corresponding rate. The insurer shall notify the policyholder in writing of its proposal to amend the insurance premium at least 30 days before the next renewal date of the insurance policy.

VI.6. Consequences of non-payment of premiums

- VI.6.1. **The insurance policy shall be terminated after 60 days from the due date of the insurance premium, if the premium in arrears has not been paid by that date and the policyholder has not received a deferment or the insurer has not enforced the claim for the premium in court. If the policyholder has not paid the insurance premium due in full but has paid part of it and the period covered by such premium falls on any date following the 60th day after the due date, the policy shall terminate on the last day of the period covered by such premium.**
- VI.6.2. **The insurer may extend the termination of the contract and the time limit for recourse to legal proceedings by a further 30-day period if it notifies the policyholder in writing of this fact at least 60 days before the insurance premium is due. If the policyholder is in default of payment of the premium and the insurer initiates legal proceedings to enforce such premium, the premium calculated until the end of the insured period in question shall become due in one lump sum.**
- VI.6.3. Terminated insurance policies due to non-payment will not be re-established by subsequent payment of the insurance premium. The insurer shall reimburse the difference in premiums. The insurer will not notify the policyholder (insured) separately in writing of the cancellation of a contract terminated for non-payment of the insurance premium.
- VI.6.4. **The insurer shall not be obliged to set a special payment deadline in the event of late payment of the insurance premium.**
- VI.6.5. If only a part of the premium due has been paid, the contract will remain in force with an unchanged sum insured for a period proportional to the premium paid.

VI.7. Obligation of premium payment in the case the policy is terminated

The insurer may claim the premium due up to the date on which the coverage ceases to exist. If more than the pro rata temporis insurance premium has been paid, the insurer shall refund the excess premium.

VII. COOPERATION OF THE PARTIES

VII.1. Notification obligation

- VII.1.1. The policyholder and the insured are obliged to disclose to the insurer, at the time of concluding the insurance policy (when making the insurance proposal), all circumstances relevant to the conclusion of the insurance contract which they knew or ought to have known, and to respond to the questions asked by the insurer on the risk assessment form and the insurance proposal truthfully and completely, even if the data and information constitute business (trade) secrets.
- By providing truthful answers to the insurer's questions communicated in writing, the parties fulfil their obligation of disclosure.
- VII.1.2. The policyholder and the insured shall submit to the insurer documents, contracts and official decisions relevant to the underwriting of risk and the conclusion of the insurance contract, or to allow access to them.

VII.2. Obligation to notify changes

- VII.2.1. The policyholder and the insured shall notify the insurer in writing within 5 working days of any change in the material circumstances covered by the obligation to notify, in particular if
- puts into service or withdraws from service new vehicles,
 - the information and circumstances in the insurance proposal or the risk assessment form change;
 - there has been a change in the ownership structure of the insured undertaking, in particular if a foreign person(s) or company(ies) has (have) acquired a share in the company;
 - there is a significant change in the circumstances in which the insured activity is pursued;
 - takes out an insurance policy with another insurer for the risk covered herein;
 - there has been a change in the loss prevention and repair system;
 - a bankruptcy, liquidation, dissolution or involuntary liquidation procedure has been initiated against them by the competent court or the registrar of companies.
- VII.2.2. In the event of changes in documents, contracts, official decisions relevant to the underwriting of risk and the insurance policy, the policyholder and the insured shall submit the documents with the changed content to the insurer within 5 working days.
- VII.2.3. The policyholder and the insured may not plead ignorance of a circumstance or change which either of them failed to disclose or notify to the insurer when they should have known and were obliged to do so.
- VII.2.4. If the insurer becomes aware of material circumstances affecting the policy only after it has been concluded, or if the insurer is notified of changes in the material circumstances specified in the policy, and these circumstances result in a significant increase in the insurance risk, the insurer may, within 15 days of becoming aware of them, propose in writing to amend or terminate the policy with 30 days' notice.

If the policyholder does not accept the proposed amendment or does not reply to it within 15 days of receipt, the policy shall be terminated on the 30th day following the date of notification of the proposed amendment, provided that the insurer has drawn the policyholder's attention to this consequence before making the proposed amendment.

If the insurer does not exercise these rights, the contract remains in force with its original content.

A significant increase in the insurance risk is deemed to occur if the insurer, on the basis of a material fact which has come to its knowledge, refuses to conclude the policy, applies an exclusion or underwrites the risk at an insurance premium at least 10% higher than the premium according to its tariff.

If the policy covers several items of property or persons at the same time, and a significant increase in the insured risk arises in relation to only some of them, the insurer may not exercise the rights set out above in relation to the other items of property or persons.

VII.3. In case of any breaches of the obligations to notify and report changes, the insurer may be exempted from its provision of service.

VII.4. Obligation to prevent damage

VII.4.1. The policyholder and the insured are obliged to take any reasonable measures normally expected in the given situation to prevent damage.

They shall comply at all times with the legislation, standards and official decisions in force, to ensure the proper technical condition and maintenance of the vehicles used for transport, to comply with the relevant regulations on the handling and transport of the goods carried, and to avert the danger in the event of an already identified emergency and to comply with the damage prevention measures requested by the insurer.

In the event of a dispute, any circumstance which has already resulted in damage and where the insured has been warned by the insurer or a third party of the risk of the occurrence of damage shall be considered a recognised emergency.

VII.4.2. The insurer is entitled to monitor the implementation and maintenance of loss prevention measures.

VII.5. Obligation to mitigate the damage

VII.5.1. The policyholder and the insured shall take all necessary measures to mitigate the damage in accordance with the insurer's regulations and the instructions given by the insurer at the time of the occurrence of the damage or, failing this, in accordance with the requirements of reasonable conduct normally expected in the given situation.

VII.5.2. The insurer is entitled to monitor the implementation of the mitigation measures, compliance with its regulations and instructions.

VII.6. If the damage was caused by a deliberate or grossly negligent breach of the policyholder's or the insured's obligation to prevent or mitigate the damage, or if the extent of the damage increased due to such conduct or omission, the insurer shall be exempted from its obligation to provide services.

VIII. RULES OF PROVISION OF SERVICES BY THE INSURER

VIII.1. Notification of the claims

VIII.1.1. The insured shall notify the insurer without delay, but no later than within the period specified in the Special Terms and Conditions, of any insured event of which it becomes aware or if it becomes aware of any circumstances that may give rise to a claim for indemnification or services. The date of notification of a claim for indemnification or services shall be the date on which the insured notifies the insurer of the occurrence of an insured event as provided for in this clause.

If the insured is prevented from reporting the claim, the time limit for the claims report shall be calculated from the day following the cessation of the impediment.

Claims can be reported:

- a) in person: at any of the insurer's customer services,
- b) by telephone: on working days between 8 a.m. and 8 p.m. via the Call Centre on telephone number +36 1 452 3333,
- c) online: via the online claims reporting system (general.hu/Online_ugyfelszolgalat/Karbejelentes),
- d) via post to the postal address 7602 Pécs, PO BOX 888.

VIII.1.2. The service request shall include:

- the policy number of the insurance policy schedule;
- the name(s) and address(es) of the injured party(ies);
- the extent of the damage, if known, the place and date of occurrence;
- a detailed description of the incident;
- a statement of the insured's acceptance or rejection of liability, with reasons;
- the registration number of any official procedure, the name of the authority responsible and the decision taken;
- the name, address and telephone number of the person involved in the claims handling and authorised by the insured;
- all other relevant information relating to the claim;

VIII.1.3. The insurer shall be entitled to request the following documents for the purpose of indemnification and reimbursement of costs caused and incurred by the insured event or for the provision of services, provided that they are necessary for the establishment of the legal basis and the amount of the claim and are available or can be obtained in connection with the claim in question:

- documents proving that the conditions of the insurance policy have been met,
- documents necessary to clarify the circumstances and consequences of the insured event (statements of the insured and other persons with knowledge of the insured event about the circumstances thereof, copies of the minutes of the insured event),
- documents proving the amount of the claim in respect of the insured event,
- the original coverage certificate issued by the insurer,
- if police, administrative or other official proceedings have been initiated in connection with the insured event or the circumstances giving rise to it, the documents produced in the course of such proceedings or forming part of the file (final decisions in criminal proceedings and in infringement proceedings only if available at the time the claim is submitted or during the settlement of the claim),
- medical documents of the insured or the injured party relating to the insured event and the medical history: general practitioner's or company doctor's, outpatient and inpatient care records, documents proving the use of medicines,
- records held by the social security body or other person or organisation containing information on the insured or injured party relating to the insured event or the circumstances underlying it (on the basis of the authorisation of the beneficiary to release him/her from confidentiality and request the information),
- the insurer may request the documents, invoices, accounting documents, expert opinions, minutes, photographs, contracts, and, in the case of documentation in a foreign language, their translation into the Hungarian language, necessary for the decision on the claim, the cost of which shall be borne by the person submitting the claim,
- documents proving the costs incurred in connection with the insured event for the use of assets and resources for rescue, damage prevention and mitigation,

The insurer may check the documents submitted, and obtain other documents related to the assessment of the notified claim in order to assess the claim for compensation (service).

In addition to the above, the insured or the injured party is entitled to prove the damage and costs by other documents, in accordance with the general rules of evidence, in order to assert the claim.

- VIII.1.4. Notwithstanding the provisions of point VIII.1.3 of the General Conditions, in the event of a claim for accident insurance risks, the insurer shall be entitled to request the provision of the documents specified in point VII.2 of the Special terms and conditions of the road carriers' personal accident insurance for the performance of its insurance service.
- VIII.1.5. The insured is obliged to provide the necessary information for claims handling purposes, to assist the insurer in determining the amount of the damage caused, in settling the claim and in the defence against unjustified claims.
- VIII.1.6. The insured shall allow the examination of the damage, the circumstances of its occurrence, the extent of the damage and the extent of the compensation payable to the insured by an expert of the insurer.
- VIII.1.7. **If the insured fails to comply with its obligation to report a claim, the insurer may be exempted from providing its insurance services.**
- VIII.1.8. **The insurer's service shall not cover the obligation to pay interest on late payment to the injured party due to late fulfilment of the obligation to claims notification.**

VIII.2. Insurance services

- VIII.2.1. The detailed rules of the insurer's service are set out in the relevant Special Terms and Conditions.

VIII.3. Claims handling

- VIII.3.1. The insurer shall settle the claim for service on the basis of the provisions of the insurance policy in force between the parties at the time of the occurrence of the insured event.
- VIII.3.2. The insurer shall perform the insurance service within the time limit specified in the relevant Special Terms and Conditions. The time limit for the performance of the insurer's service shall start on the date on which all documents necessary for the assessment of the claim are available to the insurer.
- VIII.3.3. The recognition, settlement and performance by the insured of the injured party's claim for compensation and the related settlement with the insurer shall be effective against the insurer only if the insurer has previously consented to it or subsequently acknowledged it, and the court's ruling against the insured only if the insurer has participated in the proceedings, has provided for the representation of the insured or has waived such representation.
- VIII.3.4. If the insurer is able to settle the claim with the injured party by agreement or otherwise, but the case cannot be closed due to the opposition of the insured or the unfounded dispute of the claim, the insurer shall keep the insurance service payable at the disposal of the injured party until the insured's disposal or the case has lapsed. Any additional costs, expenses and interest incurred as a result of an unfounded dispute shall be borne by the insured and the insurer shall not be obliged to pay these costs.

IX. MISCELLANEOUS PROVISIONS

IX.1. Limitation period

- IX.1.1. **Claims arising out of this policy lapse after 1 year.**
- IX.1.2. The limitation period starts on the following dates:
- in the event of failing to report an insured event when such insured event occurs,
 - in the event of reporting an insured event, on the 30th day following the date on which the insurer received the last document,
 - in the event of reporting an insured event, if the policyholder or insured fails to attach or provide the documents or information requested by the insurer, on the day following the deadline set by the insurer for this purpose, or, in the absence of a deadline, on the day following the 30th day after the date of the letter containing the request,
 - in the case of a request for reimbursement of a term discount granted in respect of a longer duration of the policy, on the date of termination of the contract,
 - in other cases, on the date when the claim becomes due.
- IX.1.3. **The first written demand by the policyholder or the insured to the insurer to settle the claim shall interrupt the limitation period.**
- IX.1.4. **If a party is unable to enforce a claim for an excusable reason, the limitation period is suspended. If the limitation period is suspended, the claim may be enforced within one year of the expiry of the obstacle even if the limitation period has already expired or has less than one year to run.**

IX.2. Provisions derogating from the Hungarian Civil Code

We would like to draw the attention of our Customers to the provisions of this insurance policy which derogate substantially from the current provisions of the Hungarian Civil Code. For the sake of clarity, these provisions are summarised in this section.

IX.2.1. Deadline for objecting to the policy schedule which deviates from the insurance proposal

Point III.1.3. of these terms and conditions has clarified the provision set out in Section 6:443 (2) of the Hungarian Civil Code by stating that the policyholder is entitled to object without delay, but within a maximum of 15 days, if the insurer issues a policy schedule which deviates from the content of the insurance proposal.

IX.2.2. Conclusion of the insurance policy by the insurer's implicit conduct

Pursuant to point III.1.4. of these terms and conditions and contrary to the provisions set out in Section 6:444 of the Hungarian Civil Code, the insurance policy is also concluded by the insurer's implicit conduct if the policyholder is not a consumer.

IX.2.3. Beginning of coverage

Pursuant to point III.2 of these terms and conditions and contrary to the provisions set out in Section 6:445 (1) of the Hungarian Civil Code, the insurance coverage shall commence only on the date indicated on the insurance proposal as the beginning of coverage if the policyholder and the insured have fulfilled the conditions set out in point III.2 of these terms and conditions.

IX.2.4. Insured period for fixed-term policies

Pursuant to point III.3.2 of these terms and conditions and contrary to the provisions set out in Section 6:447 (2) of the Hungarian Civil Code, in the case of contracts concluded for a definite term, the insured period shall be the entire duration of the policy, unless otherwise specified therein.

IX.2.5. Consequences of non-payment of the insurance premium

Pursuant to point VI.6.1. of these terms and conditions and contrary to the provisions set out in Section 6:449 of the Hungarian Civil Code, the insurance policy shall be terminated – without granting a grace period – after 60 days from the due date of the insurance premium, if the premium in arrears has not been paid by that date and the policyholder (insured) has not received a deferment or the insurer has not enforced the claim for the premium in court.

If the policyholder has not paid the insurance premium due in full but has paid part of it and the period covered by such premium falls on any date following the 60th day after the due date, the policy shall terminate on the last day of the period covered by such premium.

The insurer may extend the termination of the contract and the time limit for recourse to legal proceedings by a further 30-day period if it notifies the policyholder in writing of this fact at least 60 days before the insurance premium is due.

If the policyholder is in default of payment of the premium and the insurer initiates legal proceedings to enforce such premium, the premium calculated until the end of the insured period in question shall become due in one lump sum.

IX.2.6. Duration of the limitation period

The limitation period stipulated in these terms and conditions deviates from the general 5-year limitation period provided for in Section 6:22 (1) of the Hungarian Civil Code. Claims arising out of this policy shall – according to point IX.1.1. of these terms and conditions – lapse after 1 year.

IX.2.7. Interruption and suspension of the limitation period

Pursuant to point IX.1.3. of these terms and conditions and contrary to the provisions set out in Section 6:25 of the Hungarian Civil Code, the first written demand by the policyholder or the insured to the insurer to settle the claim shall interrupt the limitation period.

Pursuant to point IX.1.4. of these terms and conditions and contrary to the provisions set out in Section 6:24 of the Hungarian Civil Code, if the limitation period is suspended, the claim may be enforced within one year of the expiry of the obstacle even if the limitation period has already expired or has less than one year to run.

XI.3. Modification of a policy based on an insurance proposal made before 15 March 2014.

In the event of a modification made to an insurance policy concluded on the basis of an insurance proposal made before 15 March 2014 by means of a modifying insurance proposal, the contracting parties agree to conclude the insurance policy subject in its entirety to Act V of 2013 on the Civil Code, which entered into force on 15 March 2014.

Special terms and conditions of international road carriers' liability insurance (CMR liability insurance)

The General Conditions shall apply mutatis mutandis to the insurance policy concluded on the basis of these Special Terms and Conditions, as supplemented herein. In matters not covered by these Special Terms and Conditions, the General Conditions shall prevail, while in the event of any provision of these Special Terms and Conditions deviating from the General Conditions, the provisions of these Special Terms and Conditions shall prevail.

I. INSURED EVENT

- I.1. The insurer undertakes to fulfil all its indemnity obligations for which the insured shall be held liable to pay compensation in respect of damage caused to third party property carried, i.e. the goods consigned, in the course of its carrier's activities under the Convention on the Contract for the International Carriage of Goods by Road, promulgated by Decree. No. 3 of 1971 (hereinafter referred to as: CMR Convention).

The insurance covers the settlement of well-founded claims for compensation and the defence of unfounded claims for compensation which are made against the insured person on the basis of the aforementioned activity.

- I.2. Series of losses are considered as one insured event. Series of loss shall mean loss or damage arising out of the same tortfeasable conduct or cause, and loss or damage caused by the same cause but occurring at different times, where there is a legal, economic or technical link between cause and effect, irrespective of whether several injured parties claim compensation.

II. SUBJECT MATTER OF THE INSURANCE

- II.1. The insurer undertakes to indemnify the insured, to the extent and under the conditions set out in the policy, for damage caused to the third-party property carried for which it shall be held liable as set out in point I.1.
- II.2. The insurance cover provided by the insurer is limited to the transport operations carried out by the insured on his own behalf with the trucks and/or tow trucks indicated in the insurance proposal or policy schedule under their license plate numbers, as well as any (owned or third parties's) trailers and semi-trailers attached to them.

- II.3. This insurance covers:

- for damage to goods occurring during transport by vehicles with tarpaulin bodies and closed (box) bodies, containerised and swap body vehicles, and, in the case of containerised goods transport, in addition to the damage to goods occurring, for loss of or damage to containers transported as a result of an accident.
An accident is defined as an external, sudden mechanical force that causes the container to break, puncture, deform or bend. Aesthetic damage (scratches, abrasions, etc.) is not covered.
- for the transport of goods by tank wagons and open means of transport,
- for damage to goods during carriage at a regulated temperature, including damage to goods resulting from failure to comply with the prescribed transport temperature during such carriage, provided that the insured has paid a separate premium for this risk and that the carriage has been effected in a vehicle (refrigerated vehicle) equipped with equipment for ensuring the required temperature, for continuously recording the temperature and for storing and reproducing the temperature data for at least 30 days and the insured provides the insurer with the relevant recorded data,
- the transport of motor vehicles and livestock in vehicles suitably equipped for this purpose, if the insurance policy has been concluded with reference to endorsements SZZ52, SZZ51.

III. TERRITORIAL SCOPE OF COVERAGE

The insurance policy concluded under these terms and conditions covers all the activities of the insured under a contract of carriage for the carriage of goods by road by vehicle for hire or reward, where the place of receipt of the goods and the place of delivery, as indicated in the transportation contract, are situated in the territory of two different states, of which at least one is a contracting party to the CMR Convention and these states are situated on the European mainland (including Great Britain, Ireland and the Asian part of Turkey).

Unless otherwise agreed in writing, the insurance does not cover damage occurring in the territories of Ukraine, Russia, Belarus.

IV. BEGINNING AND TERMINATION OF COVERAGE

- IV.1. The coverage provided by the insurer for each transport operation
- begins when the carrier has taken delivery of the consignment from the consignor for transport,
 - covers the normal course of transport, including normal and necessary waiting time directly linked to the transport,
 - ends when the carrier has delivered the goods to the consignee or has delivered the goods in accordance with the consignee's instructions or those of another person entitled to dispose of the goods.

In the case of goods transported by towed vehicles, the coverage provided by the insurer – even taking the above into account – starts at the earliest when the trailer or semi-trailer is coupled to the truck/tow truck and ends at the latest when the suspension is uncoupled.

- IV.2. **Under these terms and conditions, waiting time shall not be considered as waiting during the normal course of transport, and therefore this insurance shall not cover damage occurring during downtime due to the following causes:**
- the carrier has not set out to conduct the transport after taking delivery of the goods, has not started the journey to the place of deposit, or
 - the normal course of the carriage of goods has been interrupted for reasons other than the normal waiting time for transport (such as compulsory rest periods, administrative formalities for the delivery or collection of the goods, personal needs, etc.), unless these are due to force majeure beyond the carrier's control, not known at the time of taking over the goods, which arise during the transport.

IV.3. In respect of transport operations involving the use of new trucks and tow trucks registered during the term of the policy, the coverage provided by the insurer shall commence at "00:00" hours of the day following the day of the beginning of the insurance coverage of the vehicle in question, i.e. the day of the certified registration of the vehicle with the insurer.

IV.4. During the insured period, the exclusion of individual vehicles from the insurance cover may only be made subject to official proof of lapse of interest.

Such official proof shall include, in particular, a copy of the certifying contract of sale of the vehicle, a copy of the document or decision certifying the permanent (or temporary) withdrawal of the vehicle from circulation or the termination of the transport activity, or the rental contract certifying the expiry of the rental period, accompanied by a declaration by the parties that the expiring rental contract will not be renewed after expiry.

The insurance cover provided by the insurer ceases at "00:00" on the day of the event giving rise to the lapse of interest.

IV.5. If during the period of the insurance policy concluded under these terms and conditions, the amendment to the CMR Convention has increased the insured's liability, the coverage provided by the insurer shall not cover this additional liability, in which case the insured is entitled to initiate an amendment to the insurance policy or to terminate it with immediate effect.

V. INSURANCE PREMIUM

V.1. The insurance premium is determined for the trucks and/or tow trucks indicated in the insurance proposal and/or policy schedule under their license plate number - separately, on the basis of the sum insured per claim and the risk circumstances (e.g. territorial scope of the transport, type of goods transported: consumer electronics, refrigerated goods, etc.) The number of trailers and semi-trailers used/operated by the policyholder shall not affect the premium.

V.2. The total insurance premium is the sum of the annual premiums per vehicle determined in accordance with point V.1.

V.3. During the insured period, in the event of the entry into service or withdrawal from service of vehicles (points IV.3. and IV.4.), the insurance premium shall also be adjusted in accordance with the start or end of the insured period.

VI. SERVICES OF THE INSURER

Under an insurance contract concluded pursuant to these terms and conditions, the insurer will reimburse:

- a) damage to the goods transported, for which the amount of compensation shall not exceed the rate laid down in the CMR Convention and the 1978 Protocol supplementing it, i.e. SDR 8.33 per kilogram of gross weight of the missing or damaged part of the consignment transported,
- b) for damage that can be repaired, the cost of repair and restoration. If the repair and restoration entail an increase in value, the insurer shall deduct from the compensation the amount of such increase in value proportionate to the damage. The amount of the damage shall be reduced in full by the value of the recoverable residues.
- c) in the case of accidental damage to the containers transported, the cost of repairing them, taking into account their deterioration, and in the case of theft, their value at the time of the damage,
- d) a proportion of the freight charge, customs and other costs incurred during and in connection with the carriage of the goods, as justified,
- e) **the direct costs of the expenses necessary to ascertain, remedy and mitigate the damage to the goods and the additional costs incurred in the onward transport to the contractual place of destination, provided that they were incurred in connection with the event giving rise to the damage covered by this policy, were justified and stayed within reasonable limits.**
A the insurer will reimburse the above costs up to a maximum of HUF 1,000,000 per insured event.
- f) **damage occurring during loading or unloading onto or from the means of transport, provided that the loading was carried out under the responsibility of the insured (i.e., the written agreement between the principal and the carrier specifies the loading as part of the transport task) – except in the case of loading with lifting or loading equipment the use of which is subject to authorisation and which the insured employee did not have.**
A the insurer will indemnify the damages resulting from loading up to a maximum amount of HUF 2,000,000 per year.
No additional loading operations other than loading and unloading on/off the means of transport are covered (e.g. installation, dismantling, assembly of machinery, etc.).
- g) damages arising from late delivery of goods in accordance with the CMR Convention.

VII. SUM INSURED

VII.1. The compensation for damage and costs indicated in Chapter VI may be paid only within the limits of the sum insured indicated in the insurance proposal, within which, in the case of damage resulting from delayed delivery of the goods, the amount of payment may not exceed the amount of the current freight charge, as provided for in Article 23 of the CMR Convention.

VII.2. The insurance cover and service provided by the insurer and is limited to the trucks and/or tow trucks indicated on the insurance proposal according to the license plate number, which form the basis for the calculation of the insurance premium.

The maximum limit of the insurance service per claim is determined separately for each vehicle unit (trucks, tow trucks), regardless of whether they are used alone or in combination with a suspension.

VII.3. Annual limit of the insurer's service:

- if the sums insured per claim assigned to the vehicles specified in the proposal and/or policy schedule are different, three times the highest sum insured per claim,
- if the sums insured per claim assigned to the vehicles are the same, three times the sum applied, but
- taking into account the foregoing, not exceeding EUR 300,000.

VII.4. If the consignor agrees with the carrier on a higher compensation value per kg gross weight of the goods according to Articles 24 or 26 of the CMR Convention, the insurer is only bound by this higher value if it is entered in the consignment note and the insurer provides insurance cover on the basis of a separate prior written agreement.

The maximum limit of the insurer's liability per insured event, even in the case of an agreement under this point, is the sum insured specified in the policy schedule.

- VII.5. The sum insured for the insured period is reduced by the amount paid out in respect of the insured event (accidental damage) occurring in the same insured period. The policyholder shall not be entitled to increase the sum insured (limit of liability) for the insured period to its original value by paying an appropriate additional premium to the annual insurance premium (maintenance of the insurance cover). The insurance policy remains in force for the current insured period with the sum insured reduced by the amount paid.
- VII.6. The amount paid by the insurer as insurance service may not exceed the sum insured (limit of liability), even if the obligation to pay is borne by more than one insured or if more than one person makes a claim for compensation. If more than one person claims compensation and the sum insured (limit of liability) per claim is insufficient to cover all claims, the insurer shall pay compensation to the injured parties in proportion to the damage suffered or, if the damage cannot be ascertained or can be ascertained only at the insurer's expense, in proportion to the estimated damage.
- VII.7. If during the period of the insurance policy concluded under these terms and conditions, the amendment to the CMR Convention has increased the insured's liability, the coverage provided by the insurer shall not cover this additional liability.

VIII. EXCLUSIONS FROM THE SCOPE OF COVERAGE

- VIII.1. This insurance shall not cover
1. any loss resulting from the declared value according to Article 24 of the CMR Convention or from a special interest in delivery according to Article 26;
 2. damages resulting from exceeding the officially authorised laden weight of the motor vehicle and from non-compliance with its size limits;
 3. any loss caused by the fact that the vehicle used for transport or its driver did not have the necessary official authorisations to participate in traffic;
 4. any loss caused by an unforeseeable event, force majeure;
 5. any loss resulting from the particular internal characteristics of the cargo (e.g. fermentation, internal deterioration, lodging, mould, scalding, freezing, etc.);
 6. any loss caused by worms, rodents and other pests;
 7. any loss inside intact packaging;
 8. any loss caused by improper handling, loading, placing or unloading of the goods, if this was done by the consignor or consignee or by persons acting on their behalf;
 9. any loss caused by the absence or defectiveness of packaging for goods which are by their nature liable to be lost or damaged if they are not packaged or are not packaged properly;
 10. any loss caused by insufficient or inadequate marking, numbering or handling instructions;
 11. the ancillary obligations (e.g. penalties), fines and other punitive damages incurred by the policyholder or the insured, and the costs of legal representation of the party at fault in this connection;
 12. any loss resulting from failure to comply with the prescribed transport temperature if the means of transport does not comply with the conditions set out in point II.3 or:
 - the refrigeration equipment of the means of transport was already inoperative or malfunctioning when the goods were received;
 - the policyholder has not paid the differentiated, full, pro rata temporis insurance premium for "refrigeration" corresponding to this risk;
 - the goods were not properly pre-conditioned before being loaded onto the means of transport;
 13. any loss occurring during transport operations using trucks and/or tow trucks not declared to the insurer;
 14. any loss caused by the technical condition of the vehicle being unsafe for transport or by the carrier's use of a vehicle with a design and body not in conformity with the freight order;
 15. any loss that is related to brand protection, special interests, quality assurance reasons, or the refusal to sell the goods or the refusal to provide real mitigation;
 16. any loss resulting from the wrongful delivery of goods;
Wrongful delivery of goods is when the carrier has delivered the goods to an incorrect address or to an incorrect addressee.
 17. in relation to the saving of goods, the costs of (forced) storage thereof beyond 30 days;
 18. any loss and costs incurred in connection with the destruction of the goods;
 19. any loss to other goods or property (e.g. mixing) during transport in tank wagons, by draining the goods or otherwise;
 20. any loss in connection with open means of transport during carriage (e.g. hail, damp, rust, etc.).
Any loss caused by theft during carriage by open means of transport shall be compensated only if the entire consignment is stolen together with the means of transport.
 21. loss caused by the goods being parked in a place which is not designed for the parking of trucks and/or which does not comply with the parking instructions in the freight order;
 22. any loss caused by the driver interrupting the normal course of transport by leaving the vehicle or trailer loaded with goods, parked, for reasons other than normal waiting;
 23. any loss caused because the driver of the vehicle used for the transport of special goods (live stock, oversized goods, dangerous (ADR) goods, etc.) did not have the appropriate qualification certificate or official permits;
 24. any loss in the form of depreciation and all kinds of indirect losses due to damage to the restored or repairable goods;
 25. any loss as a consequence of official action;
 26. any excise duty in the event of loss or damage to excise goods;
 27. any loss incurred as a claim for restitution;
 28. the insured's own loss and any loss or damage caused to the insured's relatives listed under Subsection 2) of Section 8:1.§ of the Hungarian Civil Code (Ptk.);
The representatives of the insured legal persons, of insured organisations without legal personality, and the legal representative of the insured incapacitated or partially incapacitated person and his/her relatives shall be treated in the same way as the insured and his/her relatives;
 29. if the insured person is a legal person or organisations without legal personality, the loss or damage caused to its owners in proportion to the percentage of ownership;
 30. any loss caused to a legal person or other organisation without legal personality owned by the insured in proportion to the percentage of ownership;
 31. in the case of several insureds, any loss caused by the insureds to each other;
 32. any loss for which the insured is liable not in the capacity specified in the policy;

33. any loss based on a contractual or unilateral obligation to indemnify which is more stringent than the liability of the insured under the law;
34. any loss caused by the insured (or a person for whose conduct it is liable under Hungarian law) by way of a criminal offence or any conduct constituting the basis of a settlement reached in mediation proceedings under the provisions of a criminal procedure;
35. any loss of pecuniary advantages;
36. any loss covered by an other liability insurance;
37. direct or indirect claims for damage in connection with computer or computer software downtime, malfunction, attacks against computer or other information systems or networks, fraudulent IT applications and methods, loss, theft, manipulation, improper or unauthorized programming, deletion, alteration of stored data and information, the incorrect date recognition of computer software, hardware, embedded chips or integrated circuits incorporated in non-computer equipment or similar devices, or the absence or obsolescence of computer or computer network protection systems, but without the simultaneous destruction or damage of the data carrier. Protection system shall mean the combined existence of a firewall and an anti-virus system, which may consist of software and hardware. A system is considered obsolete if it has not been updated for three working days. Furthermore, the destruction of data by magnetic fields shall not be covered either.
38. any loss resulting from the explosion of fissile materials, nuclear reactions or radiation, ionising radiation, laser radiation, loss or damage caused by electromagnetic fields and loss or damage arising from the manufacture, marketing or use of products made by nanotechnological processes;
39. any loss caused during or in connection with war, hostilities, acts of a foreign power, acts of terrorism, civil war, riots, revolutions, demonstrations, marches, strikes, industrial disturbances, riots.
For the purposes of these terms and conditions, an act of terrorism shall mean, in particular, any act of violence, threat of violence endangering human life, tangible or intangible assets or infrastructure, which either advocates political, religious, ideological or ethnic purposes or is intended or likely to influence a government or to incite fear in a society in whole or on part.
40. any loss, the occurrence of which is in any way connected with the application, use or action of asbestos;
41. spoilage risks of goods cooled by ice, dry ice, nitrogen and other passive refrigeration techniques;
42. any loss of the packaging of the goods and auxiliary materials (rollers, pallets, crates, fasteners, etc.) used for the safe transport of the goods and the environmental product charge;
43. perils, losses and claims arising from or in any way connected with conduct, activities or actions contrary to the embargoes imposed by the United Nations, the United Kingdom, the European Union or the United States of America or other economic, commercial or financial prohibitions or restrictions imposed by these organisations or countries.
44. damages that occur as a result of the fact that the consignor:
 - has not provided the carrier with the necessary documents or has not completed them correctly,
 - has not informed the carrier of the exceptional value of the consignment, or of the special handling or transport arrangements that are not apparent from the outside,
 - disregarded the safety rules laid down by law.
45. any loss directly or indirectly attributable to communicable diseases and damage caused by measures taken or not taken to prevent, control, prevent the spread of, or avert an epidemic or threat of epidemic of communicable diseases, or the health, economic and social impact of an epidemic or threat of epidemic (whether or not the damage was caused by a cause other than the communicable disease).

For the purposes of these terms and conditions, a communicable disease is any disease capable of being transmitted from any organism to another by any agent or vehicle, where

- the substance or medium contains a virus, bacterium, parasite or other organism (whether living or non-living) or any variant thereof, and
- transmission may be by air, bodily fluids, any surface, object, solid or liquid material, gas, organism or any other means, and
- the infection causes injury or damage to life, physical integrity or health or emotional, mental or psychological injury or distress, or threatens to cause such.

VIII.2. This insurance cover does not include the transport of the following goods, unless otherwise agreed in writing or unless the relevant endorsement applies:

- consumer electronics, computer, communication and photographic products, navigation equipment, parts and accessories thereof (these can be insured under endorsement SZZ56),
- non-ferrous metals, precious metals (both stamped and unstamped, worked and unworked), jewellery, precious stones, banknotes, securities of all kinds, valuables, documents and certificates,
- objects of museums and of artistic value, artifacts, works of art, antiques,
- tobacco, spirits, coffee and other excise goods,
- live stock (may be insured under endorsement SZZ51),
- oversized and heavy goods with a specific weight exceeding 24 000 kg,
- motor vehicles, self-propelled work machinery (may be insured under endorsement SZZ52),
- moving goods and other used movable property (e.g. equipment used at events), corpses, postal items.

Consignment is considered to be a postal consignment in particular if it is not documented as being identifiable at the time of dispatch and its value is not previously recorded in writing.

IX. DEDUCTIBLES

- IX.1. The deductible, expressed as an absolute amount, as a percentage or a combination of both, to be indicated in the insurance policy (insurance proposal), is the part of the insurance service that the insured shall bear in respect of each insured event. The amount corresponding to the deductible shall be deducted by the insurer from the total amount of the insurance service.
- IX.2. **Amount of the deductible unless otherwise agreed**
 - in the case of any loss or damage caused by theft from the means of transport or theft of the entire vehicle with its load, 20% of the amount of the loss or damage, but not less than HUF 100,000 per insured event.
 - in the case of damage to goods during their transport carried at the regulated temperature, resulting from failure to comply with the prescribed transport temperature, 25% of the amount of the damage, but not less than HUF 100,000 per insured event.
 - in the case of goods transported in tankers, except for theft, 10% of the amount of the loss, but not less than HUF 100,000 per insured event.

- for any loss caused directly or indirectly by unauthorised person(s) entering the cargo hold area of the transport vehicle for the purpose of travelling or hiding, the deductible for the damage incurred is 30% of the amount of the damage, but not less than HUF 100,000 per insured event.
- for other losses, the deductible shall be 10% of the amount of the loss, but at least HUF 50,000 per insured event.

X. COOPERATION BETWEEN THE PARTIES

- X.1. The policyholder and the insured shall notify in writing any circumstances relevant to the insurance risk that are subject to the obligation to notify and any changes thereto, in particular the replacement of vehicles specified in the insurance proposal/contract, the replacement of registration plates, and the registration or withdrawal of additional vehicles from circulation at least 24 hours before they occur.

Damage caused during transport operations with undeclared trucks and tow trucks shall not be covered.

Exclusion of individual vehicles from the insurance cover may only be made subject to official proof of lapse of interest (point IV.4).

- X.2. The policyholder and the insured shall do everything in their power to prevent or mitigate the loss, and in particular, before commencing the transport, they shall ensure that:
- the driver holds a valid licence to drive the vehicle in accordance with the requirements of the countries concerned,
 - the vehicle, with all its equipment and parts, complies with the operational and technical road safety requirements and is in a condition suitable for the pick-up and transport of the goods concerned,
 - the organisation of the transport of goods in such manner that deliveries can be made as quickly as possible and, as far as possible, not during periods of weekend traffic restrictions or other known or foreseeable events that make continuous transport impossible.

XI. NOTIFICATION OF THE CLAIMS

- XI.1. **The insured shall notify the insurer without delay, but no later than within 2 working days of any insured event of which it becomes aware or if it becomes aware of any circumstances that may give rise to a claim for indemnification or services.**
- XI.2. The insured shall also be obliged to send to the insurer all original documents at its disposal relating to the claim (freight note, consignment note, delivery note, transport order, correspondence relating to the claim, goods invoice, minutes of the loss, damage invoice, etc.), and to ensure that the claims against third parties involved in the transport are properly enforced, and to provide the insurer with all original documents and evidence required for this purpose.

XII. CLAIMS HANDLING

- XII.1. If the insurer has established the liability of the insured on the basis of the documents submitted for the settlement of the claim and the insurance policy, it shall pay the amount of the loss or damage recognised within 30 days against a declaration signed by the claimant.
- XII.2. The recognition, settlement and performance by the insured of the injured party's claim for compensation and the related settlement with the insurer shall be effective against the insurer only if the insurer has previously consented to it or subsequently acknowledged it, and the court's ruling against the insured only if the insurer has participated in the proceedings, has provided for the representation of the insured or has waived such representation.
- XII.3. **If the insurer is able to settle the claim with the injured party by agreement or otherwise, but the case cannot be closed due to the opposition of the insured or the unfounded dispute of the claim, the insurer shall keep the insurance service payable at the disposal of the injured party until the insured's disposal or the case has lapsed. Any additional costs, expenses and interest incurred as a result of an unfounded dispute shall be borne by the insured and the insurer shall not be obliged to pay these costs.**
- XII.4. The insurer may provide the insurance service only to the injured party. The insured may demand the payment of the insurer only to the extent that it has settled the claim of the injured party.
- XII.5. Claims shall be paid in HUF, except if the damage occurred in foreign currency and the claimant is a foreigner.

XIII. EXEMPTION OF THE INSURER FROM THE OBLIGATION TO PROVIDE INSURANCE SERVICES

- XIII.1. **The insurer shall be exempted from its obligation to provide coverage if it proves that the loss was caused unlawfully, intentionally or through gross negligence by**
- a) the policyholder or the insured;
 - b) a relative living in the same household as them, a member of their family who is entitled to manage their business or an employee, member of their family or their agent or representative who is employed directly or indirectly in a job related to the insured activity, or
 - c) caused by the insured legal person's chief executive officer, company director, manager (e.g. head of department, group leader, head of division) or member, employee or agent involved in the insured activity.
- XIII.2. **For the purposes of these terms and conditions, gross negligence shall be deemed to occur if**
- a) the person responsible for the loss caused it while under the influence of alcohol or intoxicating substances,
 - b) the insured has caused the loss or damage by acting without authorisation or in excess of its powers or duties, or by deliberately deviating from the law binding standards, technical specifications, the written instructions and conditions of the customer or by any other deliberate breach of duty;
 - c) the insured performs his activity without the personal and material conditions required by law or other mandatory provisions and this fact may have contributed to the loss or damage;
 - d) a final court decision, legislation, contract (e.g. employment contract, collective agreement) or employer provision (e.g. disciplinary decision) establishes the existence of serious or deliberate negligence.
- XIII.3. **The insurer shall be exempted from its obligation to provide coverage if the person specified in points XIII.1. a) to c) intentionally or with gross negligence fails to comply with its obligation to mitigate or prevent damage in accordance with points VII.4. and 5. of the General Conditions, in particular if**
- a) the insured has repeatedly caused damage within the same circumstances and, despite the insurer's request, has not remedied the given circumstance, even though it could have been remedied;

- b) the insured person has been warned in writing by the insurer or a third party of the risk of loss or damage occurring and the loss or damage has subsequently occurred without the necessary action having been taken;
- c) the insurer has given written instructions to take the necessary measures to mitigate the damage at the time of loss, but the insured has not complied with them.

XIII.4. If the policyholder or the insured fails to comply with the obligations to notify and communicate the change as set out in clauses VII.1 and 2 of the General Conditions, the insurer's obligation shall not arise unless the policyholder or the insured proves that one of the following circumstances applies:

- a) the insurer knew of the concealed or unreported circumstance at the time the policy was concluded, or
- b) the policyholder and/or the insured have breached their obligation to notify changes, but the omitted or unreported change became known to the insurer during the insured period, prior to the occurrence of the insured event, and the insurer has not exercised the option to amend or terminate the contract provided for in VII.2.4 of the General Conditions within 15 days, or
- c) the concealed or unreported circumstance did not contribute to the occurrence of the insured event.

XIII.5. If the insured fails to fulfil its obligations to notify the insurer of a claim as set out in Section VIII.1 of the General Conditions, and as a result material circumstances, such as the occurrence of the insured event, the time and cause of the insured event, the extent of the damage caused and the circumstances affecting the insurer's liability become unclear, the insurer shall be exempted from its obligation to provide service.

XIV. THE INSURER'S RIGHT OF SUBROGATION

If the insured is liable for the tortious conduct of another person and the insurer provides insurance services in this respect, the insurer is entitled to the right of subrogation against the tortfeasor up to the amount of the insurance services provided by the insurer, unless the tortfeasor is a relative living in the same household as the insured.

XV. PROVISIONS DEROGATING FROM THE HUNGARIAN CIVIL CODE

We would like to draw the attention of our Customers to the provisions of these Special Terms and Conditions which derogate substantially from the current provisions of the Hungarian Civil Code. For the sake of clarity, these provisions are summarised in this chapter.

XV.1. Exclusion of the right to maintain the insurance cover

According to clause VII.5. of these Terms and Conditions and in derogation of the provisions of Section 6:461 of the Hungarian Civil Code 6:461 – the policyholder shall not have the right to maintain the insurance cover, i.e. the insurance policy remains in force for the current insurance period with the sum insured reduced by the amount paid out for the insured event occurring in the same insured period, and the policyholder is not entitled to increase the sum insured for the insured period to its original value by paying an appropriate amount of additional insurance premium.

XV.2. How to report an insured event

In derogation Section 6:471 of the Hungarian Civil Code, the insured person has the possibility not only to notify the damage in writing, but also by other means of notification as specified in point VIII.1.1 of the General Conditions.

XV.3. Deadline for reporting an insured event

In derogation of Section 6:471 of the Hungarian Civil Code, the policyholder has 2 working days from the date of becoming aware of an insured event to notify the insurer thereof, according to point XI.1 of these terms and conditions.

XV.4. Legal representation costs of the insured and interest for late payment are covered up to the sum insured

In derogation of Subsection (3) of Section 6:470 of the Hungarian Civil Code, the insurer shall reimburse the legal representation costs and interest incurred by the insured party at fault, in accordance with point I.1. of these terms and conditions, up to the amount of the sum insured (limit of liability) per claim and per insured period, but maximum the sum insured itself, if such cost and interest, together with the amount of compensation, exceed the sum insured.

XV.5. Limitation of the exemption of the insurer

In derogation of Subsection (1) of Section 6:464 of the Hungarian Civil Code, the insurer shall be exempted from its obligation to provide services only in the cases of gross negligence of the insured party causing the damage, as provided for in point XIII.2 of these terms and conditions.

Special terms and conditions of domestic road carriers' liability insurance (BÁF)

The General Conditions shall apply mutatis mutandis to the insurance policy concluded on the basis of these Special Terms and Conditions, as supplemented herein. In matters not covered by these Special Terms and Conditions, the General Conditions shall prevail, while in the event of any provision of these Special Terms and Conditions deviating from the General Conditions, the provisions of these Special Terms and Conditions shall prevail.

I. INSURED EVENT

- I.1. Pursuant to the insurance policy concluded on the basis of these terms and conditions, the insurer undertakes to indemnify for the damages up to the sum insured under the insurance policy for which the insured – in its capacity as carrier – shall be held liable in respect of any loss caused to third party property transported within the territory of Hungary in accordance with the rules of Hungarian law, i.e. for compensation under Government Decree No. 120/2016 (VI. 7.) on road transit contracts, to the extent specified in the CMR Convention promulgated by Decree No. 3 of 1971, referred to in the Government Decree.
- I.2. This insurance covers the settlement of well-founded claims for compensation and the defence of unfounded claims for compensation which are made against the insured person on the basis of the aforementioned activity.
- I.3. Series of losses are considered as one insured event. Series of loss shall mean loss or damage arising out of the same conduct or cause, and loss or damage caused by the same cause but occurring at different times, where there is a legal, economic or technical link between cause and effect, irrespective of whether several injured parties claim compensation.

II. SUBJECT MATTER OF THE INSURANCE

- II.1. The insurer undertakes to indemnify the insured, to the extent and under the conditions set out in the policy, for damage caused to the third party property carried for which it shall be held liable as set out in point I.1.
- II.2. The insurance cover provided by the insurer is limited to the transport operations carried out by the insured on his own behalf with the trucks and tow trucks indicated in the insurance proposal or policy schedule under their license plate number, as well as any (owned or third parties's) trailers and semi-trailers attached to them.
- II.3. This insurance covers:
 - for damage to goods occurring during transport by vehicles with tarpaulin bodies and closed (box) bodies, containerised and swap body vehicles, and, in the case of containerised goods transport, in addition to the damage to goods occurring, for loss of or damage to containers transported as a result of an accident.
An accident is defined as an external, sudden mechanical force that causes the container to break, puncture, deform or bend. Aesthetic damage (scratches, abrasions, etc.) is not covered.
 - for the transport of goods by tank wagons and open means of transport,
 - for damage to goods during carriage at a regulated temperature, including damage to goods resulting from failure to comply with the prescribed transport temperature during such carriage, provided that the insured has paid a separate premium for this risk and that the carriage has been effected in a vehicle (refrigerated vehicle) equipped with equipment for ensuring the required temperature, for continuously recording the temperature and for storing and reproducing the temperature data for at least 30 days and the insured provides the insurer with the relevant recorded data,
 - the transport of motor vehicles and live stock in vehicles suitably equipped for this purpose, if the insurance policy has been concluded with reference to endorsements SZZ52, SZZ51.

III. TERRITORIAL SCOPE OF COVERAGE

The insurance policy concluded under these terms and conditions covers all the activities of the insured under a transport contract of carriage for the carriage of goods by road by vehicle for hire or reward solely within the territory of Hungary.

IV. BEGINNING AND TERMINATION OF COVERAGE

- IV.1. The coverage provided by the insurer for each transport operation
 - begins when the carrier has taken delivery of the consignment from the consignor for transport,
 - covers the normal course of transport, including normal and necessary waiting time directly linked to the transport,
 - ends when the carrier has delivered the goods to the consignee or on the instructions of the consignee or of another person entitled to dispose of the goods.

In the case of goods transported by towed vehicles, the coverage provided by the insurer – even taking the above into account – starts at the earliest when the trailer or semi-trailer is coupled to the truck/tow truck and ends at the latest when the suspension is uncoupled.

- IV.2. **Under these terms and conditions, waiting time shall not be considered as waiting during the normal course of transport, and therefore this insurance shall not cover damage occurring during downtime due to the following causes:**
 - the carrier has not set out to carry out the transport after taking delivery of the goods, has not started the journey to the place of deposit, or
 - the normal course of the carriage of goods has been interrupted for reasons other than the normal waiting time for transport (such as compulsory rest periods, administrative formalities for the delivery or collection of the goods, personal needs, etc.), unless these are due to force majeure beyond the carrier's control, not known at the time of taking over the goods, which arise during the transport.
- IV.3. In respect of transport operations involving the use of new trucks and tow trucks registered during the term of the policy, the coverage provided by the insurer shall commence at "00:00" hours of the day following the day of the beginning of the insurance coverage of the vehicle in question, i.e. the day of the certified registration of the vehicle with the insurer.

- IV.4. During the insured period, the exclusion of individual vehicles from the insurance cover may only be made subject to official proof of lapse of interest.

Such official proof shall include, in particular, a copy of the certifying contract of sale of the vehicle, a copy of the document or decision certifying the permanent (or temporary) withdrawal of the vehicle from circulation or the termination of the transport activity, or the rental contract certifying the expiry of the rental period, accompanied by a declaration by the parties that the expiring rental contract will not be renewed after expiry.

The insurance cover provided by the insurer ceases at "00:00" on the day of the event giving rise to the lapse of interest.

- IV.5. If during the period of the insurance policy concluded under these terms and conditions, the amendment to the Government Decree No. 120/2016 has increased the insured's liability, the coverage provided by the insurer shall not cover this additional liability, in which case the insured is entitled to initiate an amendment to the insurance policy or to terminate it with immediate effect.

V. INSURANCE PREMIUM

- V.1. The insurance premium is determined for the trucks and/or tow trucks indicated in the insurance proposal and/or policy schedule by their license plate number – separately, on the basis of the sum insured per claim and the risk circumstances (e.g. territorial scope of the transport, type of goods transported: consumer electronics, refrigerated goods, etc.). The number of trailers and semi-trailers used/operated by the policyholder shall not affect the premium.
- V.2. The total insurance premium is the sum of the annual premiums per vehicle determined in accordance with point V.1.
- V.3. During the insured period, in the event of the entry into service or withdrawal from service of vehicles (points IV.3. and IV.4.), the insurance premium shall also be adjusted in accordance with the start or end of the insured period.

VI. SERVICES OF THE INSURER

Under an insurance contract concluded pursuant to these terms and conditions, the insurer will reimburse:

- a) damage to the goods transported, for which the amount of compensation shall not exceed:
 - the rate indicated as the carrier's maximum liability limit under the legislation in force, i.e. SDR 8.33 per kilogram of the gross weight of the missing or damaged part of the consignment as defined in the CMR Convention promulgated by Decree-Law No. 3 of 1971 referred to in Government Decree 120/2016 (7.VI.),
 - the invoice value of the goods (for new goods)
 - or its proven actual cash value at the time of loss (for used goods)
- b) for damage that can be repaired, the cost of repair and restoration. If the repair and restoration entail an increase in value, the insurer shall deduct from the compensation the amount of such increase in value proportionate to the damage. The amount of the damage shall be reduced in full by the value of the recoverable residues.
- c) in the case of accidental damage to the containers transported, the cost of repairing them, taking into account their deterioration, and in the case of theft, their value at the time of the damage,
- d) a proportion of the freight charges and other costs justifiably incurred in connection with the carriage of the goods,
- e) **the direct costs of the expenses necessary to ascertain, remedy and mitigate the damage to the goods and the additional costs incurred in the onward transport to the contractual place of destination, provided that they were incurred in connection with the event giving rise to the damage covered by this policy, were justified and stayed within reasonable limits.**
A the insurer will reimburse the above costs up to a maximum of HUF 1,000,000 per insured event.
- f) **damage occurring during loading or unloading onto or from the means of transport, provided that the loading was carried out under the responsibility of the insured (i.e., the written agreement between the principal and the carrier specifies the loading as part of the transport task) – except in the case of loading with lifting or loading equipment the use of which is subject to authorisation and which the insured employee did not have.**
A the insurer will indemnify the damages resulting from loading up to a maximum amount of HUF 2,000,000 per year.
No additional loading operations other than loading and unloading on/off the means of transport are covered (e.g. installation, dismantling, assembly of machinery, etc.)
- g) damages proven to have been caused by delayed delivery of the goods, up to a maximum of the freight charge.

VII. SUM INSURED

- VII.1. The compensation for damage and costs indicated in Chapter VI may be paid only within the limits of the sum insured indicated in the insurance proposal and/or the policy schedule.
- VII.2. The insurance cover and service provided by the insurer and is limited to the trucks and/or tow trucks indicated on the insurance proposal according to their license plate number, which form the basis for the calculation of the insurance premium.

The maximum limit of the insurance service per claim is determined separately for each vehicle unit (trucks, tow trucks), regardless of whether they are used alone or in combination with a suspension.

- VII.3. Annual limit of the insurer's service:
 - if the sums insured per claim assigned to the motor vehicles specified in the proposal and/or policy schedule are different, three times the highest sum insured per claim,
 - if the sums insured per claim assigned to the motor vehicles are the same, three times the sum applied, but
 - taking into account the foregoing, not exceeding HUF 30,000,000.
- VII.4. If the consignor agrees with the carrier on a higher compensation value per kg gross weight of the goods according to Articles 24 or 26 of the CMR Convention referred to in the legislation in force, the insurer is only bound by this higher value if it is entered in the consignment note and the insurer provides insurance cover on the basis of a separate prior written agreement.

The maximum limit of the insurer's liability per insured event, even in the case of an agreement under this point, is the sum insured specified in the policy schedule.

- VII.5. The sum insured for the insured period is reduced by the amount paid out in respect of the insured event (accidental damage) occurring in the same insured period. The policyholder shall not be entitled to increase the sum insured (limit of liability) for the insured period to its original value by paying an appropriate additional premium to the annual insurance premium (maintenance of the insurance cover). The insurance policy remains in force for the current insured period with the sum insured reduced by the amount paid.
- VII.6. The amount paid by the insurer as insurance service may not exceed the sum insured (limit of liability), even if the obligation to pay is borne by more than one insured or if more than one person makes a claim for compensation. If more than one person claims compensation and the sum insured (limit of liability) per claim is insufficient to cover all claims, the insurer shall pay compensation to the injured parties in proportion to the damage suffered or, if the damage cannot be ascertained or can be ascertained only at the insurer's expense, in proportion to the estimated damage.
- VII.7. If during the period of the insurance policy concluded under these terms and conditions, the amendment to the Government Decree No. 120/2016 has increased the insured's liability, the coverage provided by the insurer shall not cover this additional liability.

VIII. EXCLUSIONS FROM THE SCOPE OF COVERAGE

- VIII.1. This insurance shall not cover
1. any loss resulting from exceeding the officially authorised laden weight of the motor vehicle and from non-compliance with its size limits;
 2. any loss caused by the fact that the vehicle or its driver did not have the necessary official authorisations to participate in traffic;
 3. any loss caused by an unforeseeable event, force majeure;
 4. any loss resulting from the particular internal characteristics of the cargo (e.g. fermentation, internal deterioration, lodging, mould, scalding, freezing, etc.);
 5. any loss caused by worms, rodents and other pests;
 6. any damage occurring within the intact packaging;
 7. any loss caused by improper handling, loading, placing or unloading of the goods, if this was done by the consignor or consignee or by persons acting on their behalf;
 8. any loss caused by the absence or defectiveness of packaging for goods which are by their nature liable to be lost or damaged if they are not packaged or are not packaged properly;
 9. any loss caused by insufficient or inadequate marking, numbering or handling instructions;
 10. the ancillary obligations (e.g. penalties), fines and other punitive damages incurred by the policyholder or the insured, and the costs of legal representation of the party at fault in this connection;
 11. any loss resulting from failure to comply with the prescribed transport temperature if the means of transport does not comply with the conditions set out in point II.3 or:
 - the goods were not properly pre-conditioned before being loaded onto the means of transport.
 - the refrigeration equipment of the means of transport was already inoperative or malfunctioning when the goods were received;
 - the policyholder has not paid the differentiated, full, pro rata temporis insurance premium for "refrigeration" corresponding to this risk;
 12. any loss occurring during transport operations using trucks and/or tow trucks not declared to the insurer;
 13. any loss caused by the technical condition of the vehicle being unsafe for transport or by the carrier's use of a vehicle with a design and body not in conformity with the freight order;
 14. any loss that is related to brand protection, special interests, quality assurance reasons, or the refusal to sell the goods or the refusal to provide real mitigation;
 15. any loss resulting from the wrongful delivery of goods;

Wrongful delivery of goods is when the carrier has delivered the goods to an incorrect address or to an incorrect addressee.
 16. in relation to the saving of goods, the costs of (forced) storage thereof beyond 30 days;
 17. any loss and costs incurred in connection with the destruction of the goods;
 18. any loss to other goods or property (e.g. mixing) during transport in tank wagons, by draining the goods or otherwise;
 19. any loss in connection with open means of transport during carriage (e.g. hail, damp, rust, etc.). Any loss caused by theft during carriage by open means of transport shall be compensated only if the entire consignment is stolen together with the means of transport.
 20. loss caused by the goods being parked in a place which is not designed for the parking of trucks and/or which does not comply with the parking instructions in the freight order;
 21. any loss caused by the driver interrupting the normal course of transport by leaving the vehicle or trailer loaded with goods, parked, for reasons other than normal waiting;
 22. any loss caused because the driver of the vehicle used for the transport of special goods (live stock, oversized goods, dangerous (ADR) goods, etc.) did not have the appropriate qualification certificate or official permits;
 23. any loss in the form of depreciation and all kinds of indirect losses due to damage to the restored or repairable goods;
 24. any loss as a consequence of official action;
 25. any excise duty in the event of loss or damage to excise goods;
 26. any loss incurred as a claim for restitution;
 27. the insured's own loss and any loss or damage caused to the insured's relatives listed under Subsection 2) of Section 8:1. § of the Hungarian Civil Code (Ptk.);

The representatives of the insured legal persons, of insured organisations without legal personality, and the legal representative of the insured incapacitated or partially incapacitated person and his/her relatives shall be treated in the same way as the insured and his/her relatives;
 28. if the insured person is a legal person or organisations without legal personality, the loss or damage caused to its owners in proportion to the percentage of ownership;
 29. any loss caused to a legal person or other organisation without legal personality owned by the insured in proportion to the percentage of ownership;
 30. in the case of several insureds, any loss caused by the insureds to each other;
 31. any loss for which the insured is liable not in the capacity specified in the policy;
 32. any loss based on a contractual or unilateral obligation to indemnify which is more stringent than the liability of the insured under the law;
 33. any loss caused by the insured (or a person for whose conduct it is liable under Hungarian law) by way of a criminal offence or any conduct constituting the basis of a settlement reached in mediation proceedings under the provisions of a criminal procedure;

34. any loss of pecuniary advantages;
35. any loss covered by an other liability insurance;
36. direct or indirect claims for damage in connection with computer or computer software downtime, malfunction, attacks against computer or other information systems or networks, fraudulent IT applications and methods, loss, theft, manipulation, improper or unauthorized programming, deletion, alteration of stored data and information, the incorrect date recognition of computer software, hardware, embedded chips or integrated circuits incorporated in non-computer equipment or similar devices, or the absence or obsolescence of computer or computer network protection systems, but without the simultaneous destruction or damage of the data carrier. Protection system shall mean the combined existence of a firewall and an anti-virus system, which may consist of software and hardware. A system is considered obsolete if it has not been updated for three working days. Furthermore, the destruction of data by magnetic fields shall not be covered either.
37. any loss resulting from the explosion of fissile materials, nuclear reactions or radiation, ionising radiation, laser radiation, loss or damage caused by electromagnetic fields and loss or damage arising from the manufacture, marketing or use of products made by nanotechnological processes;
38. any loss caused during or in connection with war, hostilities, acts of a foreign power, acts of terrorism, civil war, riots, revolutions, demonstrations, marches, strikes, industrial disturbances, riots;
For the purposes of these terms and conditions, an act of terrorism shall mean, in particular, any act of violence, threat of violence endangering human life, tangible or intangible assets or infrastructure, which either advocates political, religious, ideological or ethnic purposes or is intended or likely to influence a government or to incite fear in a society in whole or on part.
39. any loss, the occurrence of which is in any way connected with the application, use or action of asbestos;
40. spoilage risks of goods cooled by ice, dry ice, nitrogen and other passive refrigeration techniques;
41. any loss of the packaging of the goods and auxiliary materials (rollers, pallets, crates, fasteners, etc.) used for the safe transport of the goods and the environmental product charge;
42. perils, losses and claims arising from or in any way connected with conduct, activities or actions contrary to the embargoes imposed by the United Nations, the United Kingdom, the European Union or the United States of America or other economic, commercial or financial prohibitions or restrictions imposed by these organisations or countries.
43. damages that occur as a result of the fact that the consignor:
- has not provided the carrier with the necessary documents or has not completed them correctly,
 - has not informed the carrier of the exceptional value of the consignment, or of the special handling or transport arrangements that are not apparent from the outside,
 - disregarded the safety rules laid down by law.
44. any loss directly or indirectly attributable to communicable diseases and damage caused by measures taken or not taken to prevent, control, prevent the spread of, or avert an epidemic or threat of epidemic of communicable diseases, or the health, economic and social impact of an epidemic or threat of epidemic (whether or not the damage was caused by a cause other than the communicable disease).
For the purposes of these terms and conditions, a communicable disease is any disease capable of being transmitted from any organism to another by any agent or vehicle, where
- the substance or medium contains a virus, bacterium, parasite or other organism (whether living or non-living) or any variant thereof, and
 - transmission may be by air, bodily fluids, any surface, object, solid or liquid material, gas, organism or any other means, and
 - the infection causes injury or damage to life, physical integrity or health or emotional, mental or psychological injury or distress, or threatens to cause such.
- VIII.2. This insurance cover does not include the transport of the following goods, unless otherwise agreed in writing or unless the relevant endorsement applies:
- consumer electronics, computer, communication and photographic products, navigation equipment, parts and accessories thereof (these can be insured under endorsement SZZ56),
 - non-ferrous metals, precious metals (both stamped and unstamped, worked and unworked), jewellery, precious stones, banknotes, securities of all kinds, valuables, documents and certificates,
 - objects of museums and of artistic value, artifacts, works of art, antiques,
 - tobacco, spirits, coffee and other excise goods,
 - live stock (may be insured under endorsement SZZ51),
 - oversized and heavy goods with a specific weight exceeding 24,000 kg,
 - motor vehicles, self-propelled work machinery (may be insured under endorsement SZZ52),
 - moving goods and other used movable property (e.g. equipment used at events), corpses, postal items.
- Consignment is considered to be a postal consignment in particular if it is not documented as being identifiable at the time of dispatch and its value is not previously recorded in writing.

IX. DEDUCTIBLES

- IX.1. The deductible, expressed as an absolute amount, as a percentage or a combination of both, to be indicated in the insurance policy (insurance proposal), is the part of the insurance service that the insured shall bear in respect of each insured event. The amount corresponding to the deductible shall be deducted by the insurer from the total amount of the insurance service.
- IX.2. **Amount of the deductible unless otherwise agreed**
- in the case of any loss or damage caused by theft from the means of transport or theft of the entire vehicle with its load, 20% of the amount of the loss or damage, but not less than HUF 100,000 per insured event.
 - in the case of damage to goods during their transport carried at the regulated temperature, resulting from failure to comply with the prescribed transport temperature, 25% of the amount of the damage, but not less than HUF 100,000 per insured event.
 - in the case of goods transported by tanker, except for theft, 15% of the amount of the loss, but not less than HUF 50,000 per insured event.
 - for any loss caused directly or indirectly by unauthorised person(s) entering the cargo hold area of the transport vehicle for the purpose of travelling or hiding, the deductible for the damage incurred is 30% of the amount of the damage, but not less than HUF 100,000 per insured event.
 - for other losses, the deductible shall be 10% of the amount of the loss, but at least HUF 50,000 per insured event.

X. COOPERATION BETWEEN THE PARTIES

- X.1. The policyholder and the insured shall notify in writing any circumstances relevant to the insurance risk that are subject to the obligation to notify and any changes thereto, in particular:

The replacement of vehicles specified in the insurance proposal/contract, the replacement of registration plates, and the registration or withdrawal of additional vehicles from circulation at least 24 hours before they occur.

Damage caused during transport operations with undeclared trucks and tow trucks shall not be covered.

Exclusion of individual vehicles from the insurance cover may only be made subject to official proof of lapse of interest (point IV.4).

- X.2. The policyholder and the insured shall do everything in their power to prevent or mitigate the loss, and in particular,
- Before commencing the transport, they shall ensure that:
- the driver holds a valid licence to drive the motor vehicle,
 - the vehicle, with all its equipment and parts, complies with the operational and technical road safety requirements and is in a condition suitable for the pick-up and transport of the goods concerned,
 - the organisation of the transport of goods in such manner that deliveries can be made as quickly as possible and, as far as possible, not during periods of weekend traffic restrictions or other known or foreseeable events that make continuous transport impossible.

XI. NOTIFICATION OF THE CLAIMS

- XI.1. **The insured shall notify the insurer without delay, but no later than within 2 working days of any insured event of which it becomes aware or if it becomes aware of any circumstances that may give rise to a claim for indemnification or services.**
- XI.2. The insured shall also be obliged to send to the insurer all original documents at its disposal relating to the claim (freight note, consignment note, delivery note, transport order, correspondence relating to the claim, goods invoice, minutes of the loss, damage invoice, etc.), and to ensure that the claims against third parties involved in the transport are properly enforced, and to provide the insurer with all original documents and evidence required for this purpose.

XII. CLAIMS HANDLING

- XII.1. If the insurer has established the liability of the insured on the basis of the documents submitted for the settlement of the claim and the insurance policy, it shall pay the amount of the loss or damage recognised within 30 days against a declaration signed by the claimant.
- XII.2. The recognition, settlement and performance by the insured of the injured party's claim for compensation and the related settlement with the insurer shall be effective against the insurer only if the insurer has previously consented to it or subsequently acknowledged it, and the court's ruling against the insured only if the insurer has participated in the proceedings, has provided for the representation of the insured or has waived such representation.
- XII.3. **If the insurer is able to settle the claim with the injured party by agreement or otherwise, but the case cannot be closed due to the opposition of the insured or the unfounded dispute of the claim, the insurer shall keep the insurance service payable at the disposal of the injured party until the insured's disposal or the case has lapsed. Any additional costs, expenses and interest incurred as a result of an unfounded dispute shall be borne by the insured and the insurer shall not be obliged to pay these costs.**
- XII.4. The insurer may provide the insurance service only to the injured party.
- The insured may demand the payment of the insurer only to the extent that it has settled the claim of the injured party.
- XII.5. In all cases, the payment of damages shall be made in HUF.

XIII. EXEMPTION OF THE INSURER FROM THE OBLIGATION TO PROVIDE INSURANCE SERVICES

- XIII.1. **The insurer shall be exempted from its obligation to provide coverage if it proves that the loss was caused unlawfully, intentionally or through gross negligence by**
- a) the policyholder or the insured;
 - b) a relative living in the same household as them, a member of their family who is entitled to manage their business or an employee, member of their family or their agent or representative who is employed directly or indirectly in a job related to the insured activity, or
 - c) caused by the insured legal person's chief executive officer, company director, manager (e.g. head of department, group leader, head of division) or member, employee or agent involved in the insured activity.
- XIII.2. **For the purposes of these terms and conditions, gross negligence shall be deemed to occur if**
- a) the person responsible for the loss or damage caused it while under the influence of alcohol or any intoxicating substances and this fact contributed to the damage;
 - b) the insured has caused the loss or damage by acting without authorisation or in excess of its powers or duties, or by deliberately deviating from the law binding standards, technical specifications, the written instructions and conditions of the customer or by any other deliberate breach of duty;
 - c) the insured performs his activity without the personal and material conditions required by law or other mandatory provisions and this fact may have contributed to the loss or damage;
 - d) a final court decision, legislation, contract (e.g. employment contract, collective agreement) or employer provision (e.g. disciplinary decision) establishes the existence of serious or deliberate negligence.
- XIII.3. **The insurer shall be exempted from its obligation to provide coverage if the person specified in points XIII.1. a) to c) intentionally or with gross negligence fails to comply with its obligation to mitigate or prevent damage in accordance with points VII.4. and 5. of the General Conditions, in particular if**
- a) the insured has repeatedly caused damage within the same circumstances and, despite the insurer's request, has not remedied the given circumstance, even though it could have been remedied;

- b) the insured person has been warned in writing by the insurer or a third party of the risk of loss or damage occurring and the loss or damage has subsequently occurred without the necessary action having been taken;
- c) the insurer has given written instructions to take the necessary measures to mitigate the damage at the time of loss, but the insured has not complied with them.

XIII.4. If the policyholder or the insured fails to comply with the obligations to notify and communicate the change as set out in clauses VII.1 and 2 of the General Conditions, the insurer's obligation shall not arise unless the policyholder or the insured proves that one of the following circumstances applies:

- a) the insurer knew of the concealed or unreported circumstance at the time the policy was concluded, or
- b) the policyholder and/or the insured have breached their obligation to notify changes, but the omitted or unreported change became known to the insurer during the insured period, prior to the occurrence of the insured event, and the insurer has not exercised the option to amend or terminate the contract provided for in VII.2.4 of the General Conditions within 15 days, or
- c) the concealed or unreported circumstance did not contribute to the occurrence of the insured event.

XIII.5. If the insured fails to fulfil its obligations to notify the insurer of a claim as set out in Section VIII.1 of the General Conditions, and as a result material circumstances, such as the occurrence of the insured event, the time and cause of the insured event, the extent of the damage caused and the circumstances affecting the insurer's liability become unclear, the insurer shall be exempted from its obligation to provide service.

XIV. THE INSURER'S RIGHT OF SUBROGATION

If the insured is liable for the tortious conduct of another person and the insurer provides insurance services in this respect, the insurer is entitled to the right of subrogation against the tortfeasor up to the amount of the insurance services provided by the insurer, unless the tortfeasor is a relative living in the same household as the insured.

XV. PROVISIONS DEROGATING FROM THE HUNGARIAN CIVIL CODE

We would like to draw the attention of our Customers to the provisions of these Special Terms and Conditions which derogate substantially from the current provisions of the Hungarian Civil Code. For the sake of clarity, these provisions are summarised in this chapter.

XV.1. Exclusion of the right to maintain the insurance cover

According to clause VII.5. of these Terms and Conditions and in derogation of the provisions of Section 6:461 of the Hungarian Civil Code 6:461 – the policyholder shall not have the right to maintain the insurance cover, i.e. the insurance policy remains in force for the current insurance period with the sum insured reduced by the amount paid out for the insured event occurring in the same insured period, and the policyholder is not entitled to increase the sum insured for the insured period to its original value by paying an appropriate amount of additional insurance premium.

XV.2. How to report an insured event

In derogation Section 6:471 of the Hungarian Civil Code, the insured person has the possibility not only to notify the damage in writing, but also by other means of notification as specified in point X.1.1 of the General Conditions.

XV.3. Deadline for reporting an insured event

In derogation of Section 6:471 of the Hungarian Civil Code, the policyholder has 2 working days from the date of becoming aware of an insured event to notify the insurer thereof, according to point XI.1 of these terms and conditions.

XV.4. Legal representation costs of the insured and interest for late payment are covered up to the sum insured

In derogation of Subsection (3) of Section 6:470 of the Hungarian Civil Code, the insurer shall reimburse the legal representation costs and interest incurred by the insured party at fault, in accordance with point I.1. of these terms and conditions, up to the amount of the sum insured (limit of liability) per claim and per insured period, but maximum the sum insured itself, if such cost and interest, together with the amount of compensation, exceed the sum insured.

XV.5. Imitation of the exemption of the insurer

In derogation of Subsection (1) of Section 6:464 of the Hungarian Civil Code, the insurer shall be exempted from its obligation to provide services only in the cases of gross negligence of the insured party causing the damage, as provided for in point XIII.2 of these terms and conditions.

ENDORSEMENTS

In the case of international and domestic road carriers' (CMR, BAF) liability insurance, if the insurance contract is concluded with reference to the following endorsements, the terms and conditions of the insurance as set out above shall be modified as set out in the endorsement indicated.

SZZ10 Extension of territorial scope

Under this endorsement, the insurance cover extends to the European mainland up to the Ural Mountains for the risks indicated in the insurance proposal.

SZZ34 GPS

The suspensions of vehicles involved in the insured transport shall be equipped with a satellite vehicle tracking system (GPS) certified by MABISZ, with coverage corresponding to the territorial scope of the policy, which must be verifiably operational at the time of the occurrence of the loss.

As a minimum, the GPS system of any vehicle shall provide the following services:

- 24-hour remote monitoring
- online connection to the remote monitoring centre
- panic button
- suspension uncoupling indication
- cargo hold area opening indication (only for closed box body vehicles)
- signal dropout indication
- saving data, min. 30 days retrievability.

SZZ50 Cabotage

1. In addition to the special terms and conditions of the road carrier liability insurance (CMR liability insurance) (with the exception of Hungary), the insurance cover also includes (locally domestic) cabotage transport operations carried out in the territory of the European Union.
2. The maximum limit of liability per insured event for cabotage operations is also the sum insured indicated for each vehicle in the insurance proposal and policy schedule, except for operations in Germany, where it is EUR 600,000, but in any case not exceeding the limit of SDR 8.33 per kilogram, calculated according to the gross weight of the missing or damaged part of the consignment transported, as indicated in the CMR Convention as the maximum limit of the carrier's liability, nor the rate per kilogram to be reimbursed in accordance with the applicable legislation in force in the territory of the country concerned.
3. With the application of this endorsement, the annual limit of the insurer's liability will be changed to EUR 600,000 – but within this limit, for „non-cabotage” cover, the applicable limits in accordance with point VII.3 of the relevant special (CMR) conditions remain unchanged.
4. **The use of this endorsement shall not imply compliance with local transport legislation in the country concerned, and any additional liabilities arising from such derogations shall not be covered.**

SZZ51 Transport of live stock

1. This insurance cover also includes, by way of derogation from the Special Terms and Conditions and as follows, the transport of live stock and their packaging (transport boxes, crates, etc.).
2. The insurance cover provided by the insurer is limited to the risk arising from causes attributable to the carrier:
 - resulting from an accident to the means of transport,
 - the consequences of non-compliance with privacy restrictions and
 - covers the theft of the entire consignment or entire packaging unit of goods (and packaging units).
3. **This insurance cover shall not include:**
 - **shortages within the packaging unit (partial theft);**
 - **any loss or damage caused by the natural death or possible drowning of animals,**
 - **the effects of infections, diseases or vaccinations during transport, or damage caused by the possible absence of these;**
 - **damage or injury caused by sudden braking or sudden change of direction of the means of transport,**
 - **the extra costs of medical treatment or emergency operations necessitated by injuries sustained during transport;**
 - **damage caused by the failure of the air conditioning system, even if this is related to an accident involving the means of transport, or damage caused by incorrect adjustment of the air conditioning system,**
 - **for the transport of sunny chicken, eggs, horses and special value breeding animals.**

SZZ52 Transport of motor vehicles, self-propelled work machinery

1. This insurance cover also includes, by way of derogation from the terms and conditions and as follows,
 - transport of passenger cars, motor vehicles, self-propelled work machinery,
 - **in the case of the transport of new passenger cars** – up to a limit of HUF 3,000,000 per year for damage caused by the insured (the driver of the car involved in the transport) in the event of a collision with the means of transport/trailer or part thereof or with an object placed on it, up to a maximum of HUF 3,000,000 per year, provided that the collision occurred under the responsibility of the insured (the driver of the car involved in the transport).

Before the start of the transport (loaded on the trailer, in a fixed state), the vehicles shall be photographed (also accepted with a mobile phone) or filmed, which shall be provided by the insured, in case of the occurrence of an insured event.

How to make recordings:

- one „overview” (distant) picture of the transport vehicle diagonally, showing its license plate number
- and one close-up picture of each vehicle transported, at least from two or more sides.

Breakage to used vehicles will only be reimbursed if the records show that it occurred during transport.

2. The insured must check the condition of the vehicles transported at each pick-up and delivery.

In the case of damage to the vehicles transported, a record of the damage shall be made and photographs or film shall be taken to confirm the time when the photographs were taken. The contents of the report shall be verified by the driver and the representative of the consignor or of the consignee, who shall sign it and shall indicate any discrepancies or reservations in writing.

The minutes and recordings shall be made available to the insurer in the event of loss.

3. Except for exclusions of the terms and conditions, no cover shall be provided for:
- car (or vehicle) salvage operations,
 - gravel splash, hail, wetting (soaking) and any consequential loss (e.g. rusting, mould, etc.) thereof,
 - scratches, abrasions and other aesthetic damage (aesthetic damage means damage limited to layers of paint or varnish),
 - any loss caused by breakage in the course of self-propelled moving, loading, placing on a means of transport/trailer, starting and stopping/rolling of transported vehicles, except in the case of transport of new passenger cars (point 1),
 - any loss caused to stationary (stored) vehicles at the departure or destination station/site.
4. In the case of repairable damage, only the cost of repair will be reimbursed. This insurance does not cover loss of nominal value and other consequential loss resulting from damage.

The insurer may, on the basis of Chapter VII of the General Conditions, be exempted from providing insurance service in the event of a breach of the obligation to cooperate under points 1-2.

5. Deductible of the policyholder/insured:
- 20% of the amount of the loss in the case of theft, but min. HUF 50,000 /(transported) vehicle/claim
 - in case of other damages 10% of the amount of loss, but min. HUF 50,000/(transported) vehicle/claim.

SZZ53 Transport of special valuables

In the case of an insurance policy concluded using this endorsement, the insurance cover shall be subject to the following conditions.

- Deliveries shall be made with two drivers and a fully closed (box or refrigerated) body equipped with a GPS as described in endorsement SZZ34.
- The transport, apart from stops for unavoidable reasons (e.g. technical breakdown), may only be stopped in justified cases in a well-lit, camera-secured, busy petrol station or guarded car park for a maximum of 45 minutes.
- The vehicle shall not be left unattended. During stops, one of the drivers shall remain in the cab with the doors and windows closed.
- For stops exceeding 45 minutes, insurance cover is only provided if such stop is made in a justifiable manner (with an invoice) in a guarded car park.
- Drivers shall have a working mobile phone, which shall be switched on at all times during the transport.

SZZ55 Transportation of spirits and coffee

The insurance cover shall, notwithstanding the applicable conditions, include the carriage of spirits and other alcoholic beverages and coffee, subject to an additional premium as set out below, but with any other exclusions in force.

In the case of international carriage (CMR), within the limit of liability indicated in the insurance proposal and the policy schedule, the insurer's maximum limit of liability per claim and per year for the above types of goods shall be EUR 50,000 per means of transport in the aggregate.

In the case of domestic transport, within the limit of liability indicated in the insurance proposal and the policy schedule, the insurer's maximum limit of liability per claim and per year for the above types of goods shall be HUF 2,000,000 per means of transport in the aggregate.

SZZ56 Transport of consumer electronics

1. The insurance cover provided by the insurer (with the exceptions described in point 3) includes the transport of consumer electronics, computers, communications equipment, photographic equipment, navigation equipment and their parts and components, provided that the following conditions are met.
2. Transport activities shall be carried out:
- with a vehicle with a tarpaulin bodies and two drivers per vehicle, or
 - with a closed (box or refrigerated) body with one driver,
 - by vehicles equipped with GPS systems as detailed in endorsement SZZ34.

The annual limit of the insurer's liability for the above classes of goods is equal to the sum insured per insured event. If the limits per insured event for the insured vehicles are different, the annual sum insured shall be equal to the highest amount per insured event.

3. **Unless otherwise agreed, the insurance cover shall not include the transport of portable telecommunication devices and portable computing devices even if the above conditions are met.**
4. Except as provided in the special terms and conditions, the policyholder's deductible in respect of consumer electronics, computers, telecommunications, photographic and technical products, navigation equipment and their parts and components shall be:
- in the case of theft and shortage of goods during transport by motor vehicles with a tarpaulin body, 25% of the amount of the loss, but not less than HUF 200,000 per insured event.
For other losses, 10% of the amount of the damage, but min. HUF 200,000 HUF per insured event.
 - 20% of the total amount of the loss in the case of theft and damage caused by theft or shortage of goods during transport by motor vehicles with closed (box or refrigerated) bodies, but not less than HUF 100,000 per insured event. For other damages: For other losses, 10% of the amount of the damage, but min. HUF 100,000 HUF per insured event.

In all cases, the deductible shall be deducted from the amount of compensation.

Supplementary terms and conditions of the road carriers' personal accident insurance

Generali Biztosító Zrt. (hereinafter referred to as the insurer) undertakes to provide insurance services against payment of the insurance premium in the event of the occurrence of an insured event specified in the terms and conditions of the policy, to the extent and under the conditions specified in the contract.

The insurance contract also includes the insurance proposal and policy schedule, their valid supplements and other conditions and endorsements referred to therein.

The supplementary accident insurance concluded under these terms and conditions is subject exclusively to the general conditions of the Sztráda road carriers' insurance (hereinafter referred to as the „General Conditions”) and the Special terms and conditions of international road carriers' liability insurance (hereinafter referred to as: CMR liability insurance) or the Special terms and conditions of domestic road carriers' liability insurance (hereinafter referred to as: BÁF) (CMR liability insurance and BÁF are hereinafter referred to in short and summarised as the “underlying insurance”) may be concluded at the same time or in addition to the underlying insurance(s) in case being already in force, on the basis of an insurance proposal for amendment.

The provisions of the Hungarian Civil Code and other applicable Hungarian legislation shall prevail in matters not regulated in these Supplementary Accident Insurance Terms and Conditions and, subject to the basic insurance(s), in the General Conditions of the Sztráda Road Carriers' Insurance and the Special Terms and Conditions of the CMR Liability Insurance and the BÁF (hereinafter referred to in short and summarised as the “Underlying Insurance Terms and Conditions”).

In the event of any discrepancy between these Supplementary Accident Insurance Terms and Conditions and the Underlying Insurance Terms and Conditions, the provisions of these Supplementary Accident Insurance Terms and Conditions shall prevail.

I. INSURED, BENEFICIARY

- I.1. **Insured person:** for the purposes of these supplementary terms and conditions, the insured is the driver aged 18 or over who is employed by the legal person named in the insurance proposal in the “insured” field (hereinafter referred to as the „carrier”) and drives the motor vehicle (tow truck, truck) with the license plate number shown on the policy schedule, acting on the instructions and on behalf of the policyholder, as certified by a journey note (waybill) or other document (hereinafter referred to as “officially”), or the driver of the motor vehicle (tow truck, truck), who is 18 years of age or over and is an official passenger in the same vehicle as the insured person. The driver shall be accompanied by up to one other person (driver) who is at least 18 years of age and is travelling with him in the vehicle who shall also be considered as an insured.

The insured's consent is not required for the conclusion and amendment of the policy.

- I.2. **Beneficiary:** the beneficiary(ies) of the insurance policy in respect of the services due are the insureds during the life of such insured, and the heir(s) of the insureds in respect of the services due in the event of the death of such insureds.

II. TEMPORAL AND TERRITORIAL SCOPE OF COVERAGE

- II.1. For the purposes of the policy concluded by reference to these supplementary terms and conditions, the scope of the insurance coverage is the insured's **accident at work and on the road during the insured period, in connection with which one of the insured events specified in Chapter V occurs**, in particular:
- a) an accident while driving a motor vehicle,
 - b) an accident while getting on or off the vehicle,
 - c) an accident during loading and unloading,
 - d) an accident during the safe positioning or securing of the load,
 - e) an accident during cleaning or washing the exterior/interior of the vehicle,
 - f) an accident during the refuelling of the vehicle,
 - g) an accident causally related to the management of access to the premises and parking,
 - h) involvement in an accident while carrying out documentation or administration related to the carriage of goods,
 - i) an accident during the necessary daily maintenance of the vehicle (e.g. changing the burner, checking fluid level, tyre pressure, refilling windscreen fluid, coolant, oil, replacing defective tyres). The insurer shall not cover the risk of vehicle repairs (even if carried out on the express instructions of the policyholder) for which the driver does not have the necessary qualifications, protective equipment or for which safe performance can only be ensured by a workshop.
 - j) an accident occurring during or in connection with the performance of daily necessities (e.g. meals; cleaning, shopping, or an accident in an accommodation facility on an international journey) during the period shown on the journey note (waybill).

The insurer shall not cover accidents not related to work or to the satisfaction of everyday needs, in particular accidents occurring during sports, excursions, beaching, sightseeing, entertainment or visiting during rest periods.

- II.2. The territorial scope of the insurance coverage is worldwide.

III. BEGINNING AND TERMINATION OF COVERAGE

- III.1. The beginning and termination of the insurance coverage are set out in point III of the General Conditions.
- III.2. The insurance cover provided by the insurer for the supplementary accident insurance concluded at the same time as the underlying insurance policy shall commence on the date indicated in the underlying insurance terms and conditions.
- III.4. In the case of supplementary accident insurance applied for during the term of underlying insurance policy, the coverage provided by the insurer shall begin at 00.00 hours of the day following the valid submission of the amending insurance proposal, provided that the policyholder has paid the insurance premium for the supplementary accident insurance to the insurer by that date. Failing this, the insurer's coverage shall begin at 00.00 hours of the day following the day on which the insurance premium is paid to the insurer. In the event of a modification of the policy, the coverage provided by the insurer in respect of each motor vehicle (trucks, tow trucks) shall be:

- in the case of inclusion of a vehicle in the scope of the insurance policy, from 00.00 on the day following the day of notification,
- in the event of withdrawal of the vehicle from the insurance policy, it will cease to be covered on the date of notification, subject to official confirmation of the reason for the lapse of interest (sale of the vehicle, withdrawal from circulation, etc.).

IV. INSURANCE PREMIUM

- IV.1. The insurance premium is determined on the basis of the number of vehicles (trucks, tow trucks) registered in the policy.
- IV.2. The detailed description of the provisions relating to the payment of the premium is set out in point VI of the General Conditions.
- IV.3. During the insured period, the insurance premium shall also increase or decrease by way of the registration or withdrawal of vehicles from the market, in accordance with the beginning or termination of the insurance.

V. THE INSURED EVENTS

- V.1. **Accidental death:** an insured event is an accident (see point XI.1. of these supplementary terms and conditions) occurring during the insured period, as a result of which the insured dies within one year of the accident.
- V.2. **Accidental permanent disability:** an insured event is an accident (see point XI.1. of these supplementary terms and conditions) occurring during the insured period, as a result of which the insured suffers permanent disability.

Disability means a physical and/or mental impairment that limits the ability to carry out a normal life activity.

A disability is permanent if it is considered medically established and stable. If the degree of disability is still changing but 2 years have elapsed since the date of the accident, the insurer's medical expert will determine the degree of disability that can be proved to exist after 2 years have elapsed since the date of the accident, which the insurer will consider to be a permanent disability as a result of the accident for the purposes of the service obligation and the level of service. In determining the permanent disability, the change in the capacity to work and/or the need to stop sporting activities shall not be taken into account. The adverse aesthetic consequences and other (social, financial, etc.) handicaps resulting from an accident cannot in themselves constitute the basis for a claim for permanent disability.

- V.3. **Bone fracture:** an insured event is an accident (see point XI.1. of these supplementary terms and conditions) occurring during the insured period, as a result of which the insured suffers a bone fracture or bone crack. For the purposes of these special terms and conditions, **a fracture of a tooth shall not be considered a bone fracture.**
- V.4. **An injury which takes more than 28 days to heal:** an insured event is an accident (see point XI.1. of these supplementary terms and conditions) which occurs during the insured period and as a result of which the insured suffers an injury which takes more than 28 days to heal. For the purposes of these supplementary terms and conditions, an injury is considered to be an injury which takes more than 28 days to heal if, as a result of the accident, the insured is unable to work for at least 28 consecutive calendar days within one year of the date of the accident, as certified by a medical doctor.
- V.5. **Accidental costs compensation:** the insurer will reimburse the insured, up to the sum insured, the following costs, supported by an invoice issued in Hungary, provided that they are incurred as a result of the accident (see point XI.1. of these supplementary terms and conditions):
- rescue costs
 - transport costs
 - dental costs
 - the cost of purchasing medical equipment.
- V.6. **Accidental hospital daily allowance:** an insured event is an accident (see point XI.1. of these supplementary terms and conditions) occurring during the insured period, as a result of which the insured receives in-patient hospital care (see point XI.2. of these supplementary terms and conditions), if medically necessary.

For the purposes of this insurance, **in-patient hospital care** is provided to a person who is admitted to hospital for medical care for several days, with the condition that the person spends every night in hospital between the date of admission and the date of discharge in connection with medical care. Admission to hospital is for more than one day if the discharge from hospital is on a later day than the day of admission to hospital. In the case of in-patient hospital care, the first day of hospital care for the purposes of the insurer's service (see point VI.7 of these supplementary terms and conditions) is the day of admission to hospital and the last day of hospital care is the day of discharge from hospital.

- V.7. **Accidental surgical benefit:** insured event means an accident (see point XI.1. of these supplementary terms and conditions) occurring during the insured period, as a result of which the insured requires surgery (see point XI.2. of these supplementary terms and conditions), if medically necessary.
- V.8. **Damage to luggage and clothing:** an insured event is an accident (see point XI.1. of these supplementary terms and conditions) occurring during the insured period, as a result of which the insured suffers an injury requiring medical treatment and healing within 8 days, and damage to the insured's clothing or luggage as a result of the accident.
- V.9. **The date of the insured event is the date of the accident.**

VI. SERVICES OF THE INSURER

- VI.1. The sums insured of the insurance cover for the insurance services (benefits) are set out in the table below:

Table of benefits	Sums Insured
Accidental death	HUF 3 000 000
Accidental permanent disability	HUF 3 000 000
Bone fracture	HUF 30 000
Injury healing beyond 28 days	HUF 30 000

Table of benefits	Sums Insured
Accidental costs compensation	HUF 30 000
Accidental hospital daily allowance	HUF 3 000
Accidental surgical benefit	HUF 300 000
Accidental damage to luggage and clothing	HUF 30 000

VI.2. **Accidental death:** the insurer will pay the sum insured specified in point VI.1. to the beneficiary entitled to the death benefit in the event of the occurrence of an insured event as defined in point V.1., provided that a legal basis exists.

VI.3. **Accidental permanent disability:** in the event of the occurrence of an insured event as defined in V.2, the insurer will pay a percentage of the sum insured specified in VI.1. equal to the extent of the permanent disability, if a legal basis exists.

The insurer will only provide cover in the event of permanent disability (see point V.2. of these supplementary terms and conditions).

The extent of the permanent disability shall be determined by the insurer's medical expert on the basis of the table in Annex 1 to these supplementary terms and conditions.

If the degree of disability cannot be established on the basis of the table, the service shall be assessed on the basis of the medically reduced degree of physical and/or mental impairment.

Intact organs and body parts that were already permanently damaged before the accident are excluded from insurance up to the extent of the previous damage.

The degree of health impairment established in the opinion of the Institute of Medical Experts ((as defined in the Hungarian legislation in force at the time, the body entitled to establish the degree of disability (health status)) or in the decision of the pension insurance administrative body shall not be considered in determining the degree of disability to be established by the insurer's medical expert and the amount of the benefit to be paid by the insurer. The insurer shall not be bound by the decisions or opinions of other medical experts as regards the determination of the permanent nature of the disability or the extent of the permanent disability.

The permanent disability resulting from an insured event may not exceed 100%.

If the insured dies before the disability becomes permanent, the benefit is payable for the extent of the disability that the insurer's medical expert has determined can be considered on the basis of the last medical examination.

A claim for permanent disability cannot be made if the insured person dies within 15 days of the accident.

If the insurer has already established its obligation to provide the service, but the amount to be paid as a service cannot yet be determined, the insured may claim from the insurer the payment of the minimum amount due to him/her on the basis of the facts.

VI.4. **Bone fracture:** the insurer will pay the sum insured specified in point VI.1. per accident, irrespective of the number of fractures, if the insured event occurs and if a legal basis exists.

VI.5. **Injuries that heal beyond 28 days:** the insurer will pay the sum insured specified in point VI.1. in case an insured event occurs, if a legal basis exists. **The sum insured resulting from an accident may be paid once.**

VI.6. **Accidental costs compensation:** the insurer will reimburse the beneficiary for the insured event specified in point V.5. up to the amount of the insured sum specified in point VI.1.

VI.7. **Accidental hospital daily allowance:** the insurer shall provide services for in-patient hospital care necessary to remedy the consequences of the accident, for the days of treatment (see point V.6. of these supplementary terms and conditions), in the event of the occurrence of an insured event, if a legal basis exists, within two years of the date of the accident.

The amount of the benefit is the sum insured during the period of in-patient hospital care, multiplied by the sum insured under point VI.1. and the number of days of hospitalisation.

For days spent in intensive care, the insurer will reimburse 200% of the sum insured.

VI.8. **Accidental surgical benefit:** the insurer will provide cover for surgeries necessary to remedy the consequences of the accident that occur within two years of the date of the accident if a legal basis exists.

The insurer's benefit is a percentage of the sum insured specified in point VI.1, depending on the grouping of the surgery performed.

An extract from the list of surgeries, including the grouping of surgeries, is provided by the insurer to the clients below for information purposes only. The extracted list shall also include the percentage of benefit only for information purposes, it being understood that the extracted list shall not form part of the insurance policy. The benefit rate is determined by the WHO code of the surgery. The insurer will pay 100%, 50%, 25% or 15% of the sum insured, or some surgeries may fall into the non-compensated category, in which case the insurer will not provide cover.

If more than one surgery is performed on the same day or in the same procedure, the insurer will determine the amount of the benefit based on the surgery with the highest percentage.

VI.9. **Damage to luggage and clothing:** the insurer will reimburse the following costs in case of the occurrence of an insured event, if a legal basis exists, up to the sum insured specified in point V.1, if they are not reimbursed in any other way:

- a) the cost of repairing or cleaning the clothing or luggage damaged in the accident, or the value of the damaged clothing or luggage at the time of the accident, if it is damaged to such an extent that it cannot be repaired, b) the cost of replacing documents damaged in the accident.

VII. CONDITIONS OF THE INSURER'S PERFORMANCE AND DOCUMENTS REQUIRED FOR THE PROVISION (PAYMENT) OF THE INSURANCE SERVICE

VII.1. Method and deadline of the claims report

The insured event must be notified in writing to the insurer within 15 days of its occurrence.

In the event that the above deadline is not met, the information deemed necessary by the insurer for the assessment of the claim is not provided, or the content of the information is not verified, and as a result circumstances relevant to the insurer's obligation cannot be ascertained, the insurer may be exempted from providing the service.

VII.2. Documents required for the performance of the insurer (payment of benefits)

- VII.2.1. **In the case of a claim for accident insurance risks** covered by the policy, **the following shall always be submitted** to the insurer:
- a) a copy of the fully completed benefit claim form provided by the insurer,
 - b) it shall be submitted a copy of:
 - all medical documents relating to the insured event, from the accident to the date of the claim, but in particular documents relating to the first medical treatment,
 - the accident report, police report, if any,
 - the blood alcohol and/or intoxicating substance test results, if any,
 - the journey note (waybill),
 - the driver's driving licence valid for the vehicle,
 - the tachograph sheet(s), if any
 - the invoice relating to the insured event (e.g. parking bill, restaurant bill, shower bill)
 - any other documents needed to clarify the circumstances of the accident.
- VII.2.2. **In case of death**, in addition to the documents listed in VII.2.1, a copy of:
- a) the post-mortem examination report / death epicrisis,
 - b) the autopsy report,
 - c) the insured person's death certificate,
 - d) the document proving the beneficiary's entitlement (final probate order, certificate of inheritance, court decision).
- VII.2.3. **In the case of a breakage**, in addition to the documents listed in point VII.2.1, a copy shall be submitted of:
- a) an X-ray or medical certificate confirming the fracture.
- VII.2.4. **In the case of an injury which heals beyond 28 days**, in addition to the documents listed in point VII.2.1, a copy of: a) a medical certificate of the duration of the injury exceeding 28 days.
- VII.2.5. **In the case of Accidental costs compensation**, a copy shall be submitted in addition to the documents listed in point VII.2.1:
- a) the original invoices in the name of the insured justifying the payments.
- VII.2.6. **In the case of accidental hospital daily allowance**, in addition to the documents listed in point VII.2.1, a copy of:
- a) the hospital discharge report.
- VII.2.7. **In the case of Accidental surgical benefit**, in addition to the documents listed in point VII.2.1, a copy of:
- a) the hospital's final report,
 - b) a description of the surgery if one has been made.
- VII.2.8. **In the event of Damage to luggage and clothing**, in addition to the documents listed in point VII.2.1:
- a) the original invoices (for repairs or cleaning) issued for the insured, justifying the payments.
- The insurer may also request the presentation of the damaged or repaired object or garment when assessing the claim.
- VII.2.9. **The insurer is entitled to have the insured's state of health checked by a medical doctor appointed by the insurer and, depending on the result of the examination, to accept or reject the claim.**
- VII.2.10. **The insurer may require a medical examination as a condition for the provision of the benefits - if this is required, the insurer's service will not become due until the insured person allows the medical examination to be conducted.**
- VII.2.11. **Additional documents that may be requested for the assessment of the claim for benefits**
- The insurer is **also** entitled to request a copy of the following documents, which prove the existence of the legal basis for the claim and/or are necessary to establish the amount of the claim:
- a) Documents necessary to clarify the circumstances and consequences of the insured event (statements of the insured and other persons involved in the insured event about the circumstances of the insured event, accident report, decision, expert opinions on the accident/ consequences of the accident taken by the police, workplace, educational institution, transport company);
 - b) A form provided by the insurer and completed by the insured's treating medical doctor/health care provider on the insured's medical data, health status and medical history relating to the insured event;
 - c) Records held by the social security body or any other person or organisation containing the insured's data relating to the insured event or the circumstances underlying it (subject to the right-holder's waiver of confidentiality and request for data);
 - d) The insured's membership card, documents proving his/her legal status, membership card relating to his/her sporting activities that affect the insurer's coverage;
 - e) Official certificate confirming the date of birth of the insured person (birth certificate, identity card, passport, driving licence).
- VII.2.12. The insurer may request the submission of a certified translation into Hungarian of all foreign language documents necessary for the decision on the claim, prepared at the expense of the person submitting the claim.
- VII.2.13. The insurer may require the original of the above documents to be produced and submitted on any type of media chosen by the client.
- VII.2.14. The insurer may obtain other documents for the assessment of the claim.

VII.3. Due date for payment of the benefits

The insurer shall fulfil the service request notified to it within 15 days of receipt of all the documents necessary for its assessment.

In the event that the documents requested by the insurer are not provided despite a request or are again incomplete, the insurer will assess the claim on the basis of the documents available.

If the documents available do not allow the claim to be assessed, the insurer may also order a personal medical examination of the insured. If the insured fails to appear at the medical examination, the insurer shall take a decision on the basis of the information available to it.

The costs of the personal medical examination are covered by the insurance. The costs incurred by the insured in connection with attending the personal medical examination shall be borne by the insured person.

VIII. EXEMPTION OF THE INSURER FROM THE OBLIGATION TO PROVIDE SERVICE

- VIII.1. The carrier (the insured person's employer) is acting with gross negligence, in particular if the insured event occurred in connection with the provision of a vehicle to the insured person which, at the time of the insured event, did not have a valid registration and/or official licence and a valid compulsory third party liability insurance.
- VIII.2. If the policyholder fails to comply with the obligations to notify and communicate the change as set out in clauses VII.1 and 2 of the General Conditions, the insurer's obligation shall not arise unless the policyholder or the insured proves that one of the following circumstances applies:
- the insurer knew of the concealed or unreported circumstance at the time the policy was concluded, or
 - the policyholder and/or the insured have breached their obligation to notify changes, but the omitted or unreported change became known to the insurer during the insured period, prior to the occurrence of the insured event, and the insurer has not exercised the option to amend or terminate the contract provided for in VII.2.4 of the General Conditions within 15 days, or
 - the concealed or unreported circumstance did not contribute to the occurrence of the insured event.
- VIII.3. In the event of the occurrence of the event giving rise to the insured event, the insured shall act in the way that is reasonable expected in the given situation, i.e. seek medical or health assistance without delay. However, it is not a breach of the obligation of loss mitigation if the insured does not consent to medical intervention in exercise of his or her statutory right of disposal. If the insured fails to comply with this obligation, the insurer is exempted from its obligation to provide service.
- VIII.4. The insurer is exempted from providing the service if the insured has died as a result of the beneficiary's intentional conduct.
- VIII.5. If the insured fails to fulfil its obligations to notify the insurer of a claim as set out in Section VIII.1 of the General Conditions, and as a result material circumstances, such as the occurrence of the insured event, the time and cause of the insured event, the extent of the damage caused and the circumstances affecting the insurer's liability become unclear, the insurer shall be exempted from its obligation to provide service.

IX. EVENTS EXCLUDED FROM THE SCOPE OF COVERAGE

- IX.1. This insurance shall not cover loss or damage caused directly or indirectly by, during or in connection with:
- the explosion of fissile materials, nuclear reactions or radiation, ionising radiation, laser radiation, electromagnetic fields, the manufacture, marketing or use of products made by nanotechnological processes;
 - HIV infection,
 - war, hostilities, acts of a foreign power, acts of terrorism, civil war, riots, revolutions, demonstrations, marches, strikes, industrial disturbances, riots.
- For the purposes of these supplementary terms and conditions, an act of terrorism shall mean, in particular, any act of violence, threat of violence endangering human life, tangible or intangible assets or infrastructure, which either advocates political, religious, ideological or ethnic purposes or is intended or likely to influence a government or to incite fear in a society in whole or on part.
- IX.2. In derogation of the provisions of IX.1.d), the insurance provided by the insurer shall cover damage to the health status of the insured arising from the active participation of the insured in the demonstration, strike or march, which is announced and organised in advance in accordance with the provisions of the Hungarian legislation in force, provided that the insured has fulfilled his/her obligation to prevent and mitigate the damage.
- IX.3. The insurer shall not cover events causally related to the events listed below:
- an illness or pathological condition of the insured which can be proven to have existed in the year preceding the commencement of the coverage for the insured, or which was diagnosed within one year preceding the commencement of the coverage for the insured, or which required treatment or medical supervision during that period,
 - a permanent disability established before the beginning of the coverage in respect of the given insured.
- IX.4. This insurance shall not cover loss or damage caused directly or indirectly by, during or in connection with:
- hospital care, which is not intended to diagnose the insured's illness, prevent deterioration in his/her state of health or restore his/her health, in particular screening, hospitalisation of a parent for his/her child, hospitalisation of an insured for the care of his/her parent,
 - rehabilitation and care of chronic illnesses (in particular geriatric, physiotherapy, speech therapy, physiotherapy, physiotherapy, physiotherapy, bathing, dieting, infusion of circulatory or infusion of painkillers), except for treatment related to the pathological diagnosis of chronic illnesses, initial adjustment of treatment, and the prevention of significant acute deterioration,
 - treatment by a person who is not medically qualified and licensed.
- IX.5. The insurance shall not cover mental disorders or psychiatric illnesses.
- IX.6. The insurer shall not cover an event occurring during the insured period if
- the insured person was demonstrably under the influence of alcohol or drugs or drugs having a narcotic effect at the time of the insured event and this fact may have contributed to the occurrence of the insured event.
If a blood alcohol test has been conducted, for the purposes of this point IX.7.a), a blood alcohol concentration of more than 1.5‰ or 0.8‰ while driving shall be considered as state of alcohol intoxication.
 - the insured was driving a vehicle without a valid driving licence or a valid registration certificate and at the same time was in breach of other traffic rules, and the insured event was causally related to this.
 - the insured was driving under the influence of alcohol at the time of the insured event and was also in breach of other traffic rules, and the insured event was causally related to this.
- IX.8. The insurance provided by the insurer shall not cover insured events which are wholly or partly causally linked to an accident suffered by the insured as a result of the beneficiary's intentional conduct.
- IX.9. The insurer shall not cover insured events that are causally linked to the insured's dangerous sporting activity as defined below:
- snorkelling below 40 m, one-handed and open water sailing, white water rafting, hydrospeed, canyoning, surf,
 - climbing and rock climbing from Cape V, high mountain expeditions, caving, cave expeditions, bungee jumping,
 - car-motor sports (e.g. auto-crash sports, go-kart sports, moto-cross sports, speedboat sports, motorcycle sports, rally, car racing, car racing, quad),

- d) private/sport aviation/aviation sports (e.g. hang gliding, ballooning, paragliding, powered gliding, hang gliding, sky gliding and ultralight gliding, hot air ballooning, skydiving, gliding, aerobatics),
- e) base jumping.

IX.10. This insurance shall not cover the peril of damage to luggage and clothing:

- a) jewellery (including watches with a value over HUF 15,000), precious metals,
- b) works of fine art, collections,
- c) cash or non-cash means of payment, banknotes, cheques, savings books and other securities, d) musical instruments,
- e) for noble fur,
- f) glasses,
- g) vehicle accessories and parts, tools,
- h) for a transport ticket,
- i) sports equipment,
- j) technical goods and their accessories, in particular desktop computers, portable personal computers, radios, cameras, televisions, mobile telephones, recording and reproducing apparatus (e.g. video cameras and video recorders, CD players, DVD players, etc.), portable entertainment and communication equipment,
- k) and for goods and their accessories with an individual value exceeding HUF 50,000 at the time of purchase.

IX.11. Any loss directly or indirectly attributable to communicable diseases and damage caused by measures taken or not taken to prevent, control, prevent the spread of, or avert an epidemic or threat of epidemic of communicable diseases, or the health, economic and social impact of an epidemic or threat of epidemic (whether or not the damage was caused by a cause other than the communicable disease).

For the purposes of these terms and conditions, a communicable disease is any disease capable of being transmitted from any organism to another by any agent or vehicle, where

- the substance or medium contains a virus, bacterium, parasite or other organism (whether living or non-living) or any variant thereof, and
- transmission may be by air, bodily fluids, any surface, object, solid or liquid material, gas, organism or any other means, and
- the infection causes injury or damage to life, physical integrity or health or emotional, mental or psychological injury or distress, or threatens to cause such.

X. MISCELLANEOUS PROVISIONS

Provisions derogating from the Hungarian Civil Code

We would like to draw the attention of our Customers to the provisions of this insurance policy which derogate substantially from the current provisions of the Hungarian Civil Code. For the sake of clarity, these provisions are summarised in this chapter.

The insured's consent is not required for the conclusion and amendment of the policy.

In deviation of the provisions of Section 6:475 of the Hungarian Civil Code, the written consent of the insured is not required for the conclusion and amendment of the policy, as provided for in Chapter I of these Special Terms and Conditions.

XI. DEFINITIONS

XI.1. Definitions of accident, accident at work, road accident at work and traffic accident

- XI.1.1. For the purposes of these supplementary terms and conditions, an **accident** is a sudden, single, external physical and/or chemical impact which occurs to the insured, regardless of his/her will, during the insured period and in connection with which the insured suffers impairment of health or which causes the death of the insured person.
- XI.1.2. For the purposes of these supplementary terms and conditions, **an accident** also **includes**:
- a) cerebral encephalitis and/or encephalitis due to poliomyelitis and tick bites, if the disease has been diagnosed by serology and at the earliest.
 - b) 15 days after the start of the coverage and no later than 15 days after the end of the coverage. The onset of the disease is considered to be the date of the first medical consultation for the disease diagnosed as poliomyelitis or encephalitis and/or encephalitis,
 - c) rabies, if the disease has been diagnosed and it occurs not earlier than 60 days after the start of the insured period and not later than 60 days after the end of the insured period.
The date on which the disease diagnosed as rabies, was first seen by a medical doctor.
 - d) tetanus infection, if the disease has been diagnosed and it occurs not earlier than 20 days after the start of the insured period and not later than 20 days after the end of the insured period.
The date on which the disease diagnosed as rabies, was first seen by a medical doctor.
- XI.1.3. Except as provided in point XI.1.2., **an accident shall not be considered an accident** under these supplementary terms and conditions:
- a) the introduction/transmission (hereinafter jointly referred to as „transmission”) of live pathogens (bacteria, viruses, protozoa) from a human or animal host (vector) to a human recipient, even if the transmission is triggered by an accidental physical cause, unless otherwise specified in the special terms and conditions,
 - b) occupational disease (harm),
 - c) suicide or attempted suicide of the insured, even if it occurred in a state of disturbed consciousness of the insured,
 - d) d) pathological fractures of bones, frequent recurrent (habitual) dislocation,
 - e) the development of disc herniation, unless the disc herniation is the result of a single, extreme, mechanical, one-off, direct external impact on an otherwise intact disc,
 - f) the development of an abdominal hernia, unless the hernia is the result of a single, extreme, mechanical impact directly on the otherwise intact abdominal wall from the outside,
 - g) damage to articular cartilage, ligaments, other soft tissues, unless the damage is the result of a single, extreme, direct, mechanical impact from outside on an otherwise intact joint.

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- XI.1.4. For the purposes of these supplementary terms and conditions, a **work accident** is an accident that occurs to the employee during or in connection with organised work, regardless of its place, time and the degree of involvement of the injured person.

A work accident is not an accident that occurs causally in connection with unauthorised work.

- XI.1.5. For the purposes of these supplementary terms and conditions, a **work accident also includes an accident which occurs while the injured person is travelling from his/her home (accommodation) to his/her place of work or from his/her place of work to his/her home (accommodation), provided that the accident occurred in a vehicle owned, hired or otherwise contracted for or insured by the employer.**

XI.2. Concepts of disease, hospital, surgery and surgical list

- XI.2.1. For the purposes of these supplementary terms and conditions, a **disease** is an abnormal condition in the functioning of the human body.
- XI.2.2. For the purposes of these supplementary terms and conditions, a **hospital is defined as** an institution providing in-patient care that is recognised by the Hungarian medical and professional supervisory authorities and is under permanent medical management and supervision.
- XI.2.3. For the purposes of these supplementary terms and conditions, sanatoria, rehabilitation institutions, spas, convalescent homes, mental health and nursing homes, geriatric care homes, social care homes, alcohol and drug rehabilitation establishments, nursing homes, other in-patient „chronic” care institutions or wards or departments of hospitals providing such services, provided that the insured person has received services of that nature, **are not considered hospitals**, even if they provide in-patient hospital care.
- XI.2.4. For the purposes of these supplementary terms and conditions, medical interventions classified by the insurer as surgery are those which, in accordance with medical practice, involve a breach of the continuity of the outer skin and/or mucous membranes with the intention of preserving health, curing illnesses or mitigating the consequences.
- XI.2.5. The insurer shall classify the surgeries into groups according to their severity (hereinafter referred to as „grouping”).
- XI.2.6. For the purposes of these supplementary terms and conditions, a list of surgeries is a list of surgeries identified by the international code system (WHO code). The list of surgeries also includes the classification of surgeries into a group as defined by the insurer.

The surgery list is available at the head office of the insurer or at the Personal Insurance Competence Centres.

For the purposes of these special terms and conditions, the extract list is an extract from the list of surgeries (see the information document below). The extract list contains the most common, typical surgeries, together with the WHO code identifying the surgery and the grouping determined by the insurer. The purpose of the extract list is to illustrate the principle of the determining the insurance service.

- XI.2.7. In the case of surgery, the identification of the insured event and, on this basis, the classification of the medical intervention performed according to the surgical list is the responsibility of the insurer’s medical doctor. The basic document for classification is the surgical list.
- XI.2.8. If an surgery performed is not included in the list of surgeries, its classification is determined by the insurer’s medical doctor.
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Annex 1

Permanent disability

Table referred to in the Special terms and conditions of the road carriers' personal accident insurance, for the determination of the insurer's service provided for the insured event of accidental permanent disability.

The purpose of this table is to illustrate the principle for determining the insurance service.

The extent of the permanent disability is determined by the insurer's medical doctor as follows:

Body parts, sensory organs	Rate of disability %
total loss or complete inoperability of an arm at the shoulder joint	70%
total loss or complete inability to function of an arm above the elbow joint	65%
total loss or inability to use one arm below the elbow joint or one hand	60%
total loss or complete inability to use one thumb	20%
total loss or complete inability to use one index finger	10%
total loss or complete inability to use any other finger	5%
loss of one leg at the hip joint or total loss of function of the hip joint	70%
partial disfigurement of a thigh or total disability of the knee joint	60%
partial disfigurement of one leg	50%
loss or complete inability to use one ankle joint	30%
total loss or complete inability to function of one big toe	5%
total loss or complete inability to function of any other toe	2%
total loss of vision in both eyes	100%
total loss of vision in one eye total loss of sight in one eye, if the insured has total lost vision in the other eye	35%
before the insured event occurs	65%
total loss of hearing in both ears	60%
total loss of hearing in one ear total loss of hearing in one ear, if the insured person loses the hearing in the other ear	15%
before the insured event occurs	45%
total loss of sense of smell	10%
total loss of taste	5%

Annex 2

Extract list of surgeries

Information document containing an extract from the list of surgeries.

In the case of accidental surgical compensation insurance, the insurer will reimburse the insured when an insured event occurs:

1. 100% of the sum insured for surgery in group 1,
2. 50% of the sum insured for a surgery in group 1,
3. 25% of the sum insured for a surgery in group 3,
4. 15% of the sum insured for surgery in group 1,
5. surgeries in this group are not reimbursed surgeries.

In the event that the insured person undergoes a surgery classified in Group 5, the insurer will not provide cover.

An abstract of the classification of surgeries into groups:

Group 1		Group 4	
WHO code	Name of surgery	WHO code	Name of surgery
5014F	Brain tumour removal	51440	Eye lens removal
50151	Craniocerebral tumour removal	51470	Eye lens implantation
50200	Treatment of fracture of skull with bony fracture	51950	Tympanoplasty
50303	Spinal decompression surgery	53844	Removal of varicose veins
50311	Spinal surgery of nerve roots	56741	Hysteroplasty
50337	Spinal tumour removal	56518	Laparoscopic oophorectomy
53240	Lung flap removal	57400	Caesarean section
53340	Lung transplantation	57670	Open repair of facial fractures
53522	Replacement of bicuspid valve with mechanical valve	57829	Cam surgery
53531	Valve plasty on bicuspid valve	57900	Wire stitching of bone fractures through the skin
53734	Removal of tumour from ventricle	58130	Ankle ligament suture
53743	Treatment of cardiac injury	5837H	Achilles tendon rupture repair
53750	Heart transplantation	58600	Excision of a breast lump
55040	Liver transplantation		
58151	Total hip replacement		
5814L	Knee replacement implantation		
Group 2		Group 5	
WHO code	Name of surgery	WHO code	Name of surgery
54560	Total removal of colon	14410	Excision for histological examination of the stomach during gastroscopy
53611	Coronary artery bypass graft surgery	14820	Histopathological examination specimen through skin from breast
53502	Closed valve insertion on bicuspid valve	16200	bronchoscopy
5382L	Abdominal aortic dilatation	16970	Diagnostic arthroscopy of joints
53836	Vascular replacement	33121	Examination of coronets by vein staining
51358	Iris removal	39430	Ultrasound kidney stone crushing
51570	Vitreous body replacement	52160	Repair of broken nose
53163	Artificial larynx training	52310	Surgical removal of teeth
		52374	Dental osteoplasty
		52000	Puncture of the eardrum
		52100	Treatment of nosebleeds with exercise drug
		52810	Removal of tonsils
		57100	Dike cutting
		57520	Termination of pregnancy
		57880	Removal of internal metal fastening
		58750	Breast plastic surgery
		58900	Skin suture
		58840	Excision of skin appendix
		59801	Artificial insemination of women
		81010	Removal of corneal nerve body
		81700	Washing through a tear hose
		82032	Closed reduction of wrist fracture
		58830	Wound cleaning and excision
		82090	Closed relocation of the sprain
		84712	Wire threading in femur
		85840	Injection into the joint
		88050	Blood transfusion
		88530	Artificial kidney treatment
Group 3			
WHO code	Name of surgery		
53777	Pacemaker implantation		
53807	Removal of emblem from femoral artery		
54130	Spleen removal		
54361	Partial stomach removal		
54700	Worm extension removal		
55110	Removal of gall-bladder		
55300	Inguinal hernia surgery		
56011	Reduction of prostate through urethra		
56520	Partial oophorectomy		
56830	Abdominal hysterectomy		
50630	Removal of thyroid		
51150	Conjunctival suture		
57902	Thigh-neck nailing		
57922	Traction loop bone fixation		
57924	Twisting		