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Special Conditions of Motor Comprehensive Insurance (JCKF21)

Effective from: February 19, 2022

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Special Conditions of Comprehensive Motor Insurance (JCKF21)

I. General Provisions

I.1. Subject of the insurance

Pursuant to the provisions set out in these policy conditions, the insurance company shall provide indemnification in HUF for loss and damage to the vehicles insured, their components, accessories, and shall provide other benefits upon the occurrence of insured events as specified in these Conditions, provided that they are covered according to the agreement of the parties.

I.2. The insured

The insured person is the owner of the insured vehicle.

I.3. Insured property

I.3.1. The insured vehicle

A motor comprehensive insurance policy governed by these terms and conditions may only be concluded to insure motor vehicles registered in Hungary within the meaning of these policy conditions.

The vehicle is insured in accordance with the make, type and the design to be specified on the basis of the vehicle's chassis number (VIN).

I.3.2. Insured accessories

- I.3.2.1. Coverage of up to HUF 300 000 shall be provided for electroacoustic equipment built in the vehicle by the manufacturer or subsequently as well as for any accessories thereof. In case of electroacoustic equipment, the make and type thereof shall be indicated in the insurance application. In the event of an insured event affecting the electroacoustic equipment, the insurance company will reimburse the value of the electroacoustic equipment at the time of the loss, subject to the above limit.

In the event that the policyholder fails to indicate the make and type of such electroacoustic equipment in the motor comprehensive insurance application, then the insurance company shall pay the value at the date of loss of the standard electroacoustic equipment corresponding to the make and type of the vehicle insured, by taking into consideration the limit above.

- I.3.2.2. The insurance covers automatic gearboxes, electroacoustic equipment, reversing sensors, parking camera(s), glass foils, body decals, body lettering, decorative decals, alloy wheels, xenon or LED headlights, box body of the lorry, heat-insulated body of the lorry, heat-insulated body of the lorry with aggregator only if these accessories are indicated in the insurance application under the 'Accessories' heading.
- I.3.2.3. A motor vehicle with a special bodywork, lawfully modified or created by means of an assembly authorized by a competent authority, is considered insured if the (modified) technical characteristics and the purpose of the motor vehicle can be determined from the vehicle's documents or from the licensing authority documents.
- I.3.2.4. Any other accessories not listed in Clause I.3.2.2, built in the vehicle by the manufacturer or subsequently, shall be insured without being indicated in the insurance application.

I.4. Insured events

The insurance will cover the following insured events.

I.4.1. Collision

Damage caused by an accidental event (including human or animal conduct or a technical defect of the vehicle) – i.e. an event arising out of a direct external and sudden mechanical impact –, as well as damage caused by third parties or animals, provided that the damage occurred as described in the claim.

I.4.2. Natural perils

Damage caused by fire or explosion due to the failure of the vehicle's equipment or the spread of external fire, as well as damage caused by the following natural forces:

- (direct) lightning strikes, landslides, rock and earth slides, collapse of a natural cavity or underground structure, windstorm of at least 15 m/s velocity, rainstorm, floods, inland floods, other water spills, hailstorms, falling snow and snow pressure directly affecting the property;
- an earthquake classified as a magnitude 5 or higher according to the Mercalli-Sieberg scale.

The insurance also covers loss or damage caused by other objects tumbling on or colliding into the vehicle, consequent upon the intervention of the natural forces listed.

I.4.3. Theft

An insured event shall be deemed to occur if the vehicle is

- is arbitrarily taken for misappropriation and not recovered, or
- stolen, provided that all the security devices were in proper working order at the time of the offence.

It is not considered a theft if someone misappropriates or embezzles a vehicle entrusted to them.

I.4.4. Partial theft

An insured event is deemed to occur if parts or accessories are stolen from a motor vehicle protected by all safety devices when it is being used as intended.

I.4.5. Robbery

An insured event is the unlawful taking of a motor vehicle from its lawful user by force or by direct threat to life or limb, or by rendering the lawful user unconscious or incapable of defense.

I.4.6. Glass damage

An insured event is deemed to be damage caused only to the glass screens (glazing) of the insured vehicle by sudden mechanical impact directly affecting a glass screen or by willful damage caused by a third party. A roof panel shall also be considered to be a screen if it is made wholly or partly of glass or of any other transparent or translucent glazing material.

I.5. Insurance plans

When making an insurance application, the policyholder can choose between the following options:

- Optimal, including only collision, natural perils, theft, partial theft, robbery, glass breakage,
- Standard, including collision, natural perils, and glass breakage,
- Optimal, including natural perils, theft, and robbery

covers.

II. Sum Insured and Payment of Claims

II.1. Sum insured

For new vehicles, the invoiced value at the time of purchase for up to 3 months from the date of the vehicle's first registration. In all other cases, in particular for used vehicles, the value at the time of the loss.

In addition to Clause V.4 of the General Terms and Conditions of Property Insurance (ÁVF), the amount required to maintain adequate coverage shall bear the same proportion to the annual insurance premium as the claim(s) already paid bear to the value of the vehicle at the time of damage.

II.2. Payment of claims

II.2.1. Common rules for the payment of claims

II.2.1.1. **In the event that the insured is entitled to deduct and/or reclaim VAT, the insurance company shall not reimburse the amount of VAT deductible (refundable to the Insured) under applicable legislation in respect of partial or total loss.**

II.2.1.2. **In reasonable cases, the insurance company will reimburse, against invoice and up to a maximum amount of HUF 100,000 without deductible:**

- the cost of salvaging the vehicle,
- the cost of storing the vehicle, where storage in an appropriate place to prevent further deterioration of the vehicle is not guaranteed, up to the date of the payment of the claim,
- the cost of transporting the vehicle, which has become inoperable as a result of the insured event, to the repair shop nearest to the place of residence of the insured person, where the vehicle can be repaired professionally.

II.2.1.3. The insurance company is not obliged to accept the replaced parts and the vehicle's residues (the wreck).

II.2.1.4. The insurance company is entitled to deduct any overdue premium from the insurance claim.

II.2.2. Extra services in the event of foreign trips

II.2.2.1. The insurance company will reimburse the costs of emergency repairs to a vehicle which has become inoperable due to an insured event abroad, up to the amount determined by the insurance company on an individual basis, taking into account the cost-effectiveness of the repair.

II.2.2.2. In justified cases, the insurance company will – up to a maximum total of HUF 300 000 – reimburse, against invoice and without deductible, the costs of transporting and storing the vehicle which has become inoperable as a result of the insured event to the workshop nearest to the insured's place of residence in Hungary where the vehicle can be repaired professionally.

II.2.2.3. If the vehicle cannot be repaired in accordance with Clause II.2.2.1. within the specified amount, the insurance company is entitled to decide whether to repair the vehicle on the spot, or have it transported home. The damaged vehicle may not be abandoned abroad for good, unless with the insurance company's prior consent.

II.2.2.4. The insurance company will reimburse – ex-post, in HUF – the costs of returning home for persons travelling in a vehicle stolen or rendered inoperable in connection with an insured event abroad, corresponding to second-class rail fares, up to a maximum of HUF 100 000 in respect of all persons travelling in the vehicle.

II.2.3. Payment of a claim in the event of total loss

II.2.3.1. Total loss means the following types of loss arising out of an insured event:

- a) the vehicle was destroyed; or
- b) the vehicle was stolen or robbed and was not found by the payment date of insurance claim; or
- c) the vehicle is economically or technically totalled.

If the insured is entitled to VAT deduction and/or refund, the insurance company shall reduce the insured vehicle's net market value as of the date of loss by the gross residual value, until the sales invoice of the vehicle residues (wreck) is received. The insurance company shall pay the VAT content of the residual value after the sales invoice has been submitted, subject to the application of the deductible.

II.2.3.2. In the case of a total loss of new vehicles, the insurance company will reimburse the invoiced value at the time of purchase, less the residual value and the deductible, for a period of 3 months from the date of the first registration of the vehicle.

II.2.3.3. If 3 months have elapsed since the date of first registration of the new motor vehicle referred to in Clause II.2.3.2. and in the case of used motor vehicles, the insurance company pays the current market value of the motor vehicle at the time of the damage, less the deductible, the residual value and depreciation due to previous damage, but not more than the invoice value at the time of purchase.

II.2.3.4. **If the owner (insured) purchasing the vehicle is entitled to a full VAT refund or deduction, the insurance company shall deduct the VAT (net reimbursement) from the market value of the vehicle calculated in accordance with Clauses II.2.3.2. and II.2.3.3.**

If the owner (insured) purchasing the vehicle is not entitled to claim back or deduct VAT on the purchase of the motor vehicle, the insurance company shall take into account the value of the VAT (gross reimbursement) in the value of the motor vehicle calculated in accordance with Clauses II.2.3.2. and II.2.3.3.

If the owner (insured) who purchases the vehicle is entitled to a partial VAT refund or deduction in connection with the purchase of the vehicle, the insurance company shall take into account the VAT value of the vehicle calculated in accordance with Clauses II.2.3.2. and II.2.3.3. in a proportionate part (by applying the VAT deduction rate for the given vehicle) (proportionate reimbursement).

II.2.3.5. The insurance company determines the residual value by soliciting offers to buy the wreck from used car dealers. The residual value shall be the highest offer made by a dealer. The insured is entitled to sell the residues (wreck) after notification of the residual value. In the event that the dealer making the offer takes over the residues at a price which is lower than the price indicated in the offer, the insurance company shall pay for the difference. **If the insured sells the residues at a price which is lower than the residual value determined by the insurance company and not to the dealer who made the offer to the insurance company, the insurance company is not obliged to reimburse the difference.** The residual value shall be the highest offer made by a dealer to the request of the insurance company, even if the insured does not sell the residues (wreck).

II.2.3.6. If a stolen or robbed vehicle is found before the loss is paid by the insurance company, insurance coverage will continue remain in force. The insurance company will reimburse the repair costs incurred as a result of the theft or robbery in accordance with the rules on the payment of partial loss.

If the stolen or robbed vehicle is found after the claim has been paid, the insured may reclaim it. **In this case, however, the insured is required to promptly refund to the insurance company the amount already paid out.**

II.2.4. Payment of a claim in the event of partial loss

II.2.4.1. The insurance company will reimburse the actual repair costs of the damage to the vehicle resulting from the insured event, **up to the cost of materials, parts or labour calculated on the basis of the average prices of materials, parts or labor in Hungary. Both the prices of materials and parts installed during the restoration and the quantity of working hours that can be charged for the restoration work may be based on the Audatex loss calculation software current at the time of the damage. The Insurance Company will reimburse only the value of the damaged part if the damaged part can be obtained separately. The cost of paints is reimbursed by the insurance company at a maximum rate of 100% of the paint shop index, while the cost of consumables is reimbursed at a maximum rate of 2% of the price of the parts used.**

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

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

II.2.4.2. The cost of replacing safety equipment and its parts and accessories (e.g. seat belts, belt tensioners, airbags) will only be reimbursed by the insurance company if they have been purchased, replaced, installed or repaired and an invoice is provided to prove this.

II.2.4.3. **The insurance company will apply a deduction (increase in value) from the cost of the parts and the paintwork according to the degree of wear and tear.** An exception to this is if less than six years have elapsed since the first registration of a vehicle of normal use, because in this case the insurance company will only deduct the costs of repair and replacement of tyres, battery, exhaust system, wear parts, running gear, engine, gearbox, electro-acoustic equipment, alloy wheels and complete paintwork, according to the degree of wear. In the event that the date of first registration cannot be verified, then the first of January of the year of manufacturing shall be deemed to be the date of first registration.

II.2.4.4. The insurance company will only reimburse the costs of painting and foiling surfaces damaged as a result of the insured event.

II.2.4.5. In the event of glass damage, the insurance company will pay the cost of replacing the glazing, unless the damaged glass can be repaired without replacement.

A deductible will only be applied if the replacement cost is 65% or more of the total cost of the calculation made with the Audatex calculation software in Hungary at the time of the claim.

If the glass can be repaired without replacement, the insurance company will not deduct any copayment from the service.

II.2.4.6. If the repair is carried out without an invoice, the insurance company will reimburse the actual repair costs incurred, up to the average net repair costs in Hungary at the time of the loss.

If the vehicle is not repaired, the insurance company will still pay for the average net repair costs current in Hungary at the time of the loss.

II.2.4.7. **The insured is required keep and present the parts actually replaced but originally designated for disposal in the loss assessment report until the claim is paid, or hand them over to the insurance company at request. If the insured fails to comply with this obligation, the insurance company is not obliged to pay the insurance claim in respect of the parts designated for disposal.**

II.2.4.8. In the case of partial theft, if the stolen or robbed insured property is recovered after the claim has been paid, the insured person may reclaim it. **In this case, however, the insured is required to promptly refund to the insurance company the amount already paid out in respect of the insured property.**

III. Geographical Limit

The insurance covers insured events which occur in the territory of Albania, Andorra, Austria, Belgium, Belarus, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, the Netherlands, Poland, Northern Macedonia, Malta, Republic of Moldova, Monaco, Montenegro, Norway, Portugal, Romania, San Marino, Spain, Switzerland, Sweden, Serbia, Slovakia, Slovenia, European regions of Turkey (the area bordered by Bulgaria, Greece, the Aegean Sea, the Marmara Sea and the Black Sea), Ukraine, United Kingdom, and Vatican City.

IV. The Conclusion of the Policy, the Policy Period and the Insurance Renewal Date

IV.1. Conclusion of the insurance policy

- IV.1.1. The insurance policy is concluded and will take effect in accordance with Clause II of the AVF.
- IV.1.2. Before accepting the insurance application, the insurance company will carry out an individual underwriting, during which it is entitled to inspect the vehicle, even on several occasions.
- IV.1.3. In respect of a vehicle with substantial loss antecedents (economic or technical total loss, engine replacement, car-body replacement, or any injury / damage to the bodywork repaired by incurring repair costs of at least 33% of the value of the vehicle at the time of loss, calculated on the basis of average brand dealer service rates), the insurance company shall conclude a motor comprehensive insurance policy in each such case only after a direct expert inspection. In the following cases the insurance company shall reserve the right to contest the policy with a view to the fact that the policy would not have been concluded in the knowledge of such previous substantial loss events affecting the vehicle and in the absence of the required expert inspection:
- in the event of a false statement by the policyholder/insured concerning a previous substantial loss; and
 - in the event that the policyholder/insured does not answer a question asked, despite being aware of the relevant previous event.

IV.2. Policy period and the policy anniversary

The policy period shall be one year, and the renewal date shall be – by derogation from the provisions set out in Clause IV.2 of the AVF – the calendar day preceding the date of commencement of coverage each year; if there is no such day in the year concerned, then the day after.

V. Deductibles

Copayments shall be deducted from the payment of the claim in respect of each insured event and vehicle individually, even if the different insured events occur at the same time in connection with the same underlying incident or process causing the damage.

VI. Exclusions

The insurance does not cover loss or damage:

- VI.1. arising at a race track or in a motor vehicle race or in preparation for a race;**
- VI.2. which is not accidental in nature (e.g. technical failure, part separation, material fatigue, freezing of cooling water, etc.);**
- VI.3. caused by or incurred in relation to insurrection, war, combat operations, hostile actions of foreign forces, acts of terrorism, civil war, riots, revolutions, demonstrations, processions or marches, labor acts, industrial disturbances, or civil disorders. For the purposes of this condition, an act of terrorism shall have the same meaning as assigned to it in the Penal Code of Hungary, as amended from time to time, as well as its qualified cases;**
- VI.4. arising from the provisions of Hungarian and foreign public authorities or public administrations;**
- VI.5. if the lawful driver of the vehicle has sought to evade the measures of a public authority and the loss or damage was directly caused by this;**
- VI.6. caused by exposure to ionizing radiation;**
- VI.7. to a motor vehicle suitable for work (not including the carriage of passengers or goods by road), or arising in the course of preparing the vehicle for work or carrying out work or preparing it for use on the road, even if the work was carried out on the road or at the same time as or during road traffic;**
- VI.8. which occurs as a result of, in the course of or as a consequence of an intentional criminal act (not including insured events occurring in connection with theft) committed or attempted by the insured or the driver of the vehicle;**
- VI.9. if the blood alcohol level of the lawful driver of the insured vehicle at the time of the claim exceeded 0.5 ‰, or their breath alcohol concentration exceeded 0.25 mg/l;**
- VI.10. if the insured vehicle was not used in the manner or for the purpose specifically stated in the insurance policy;**
- VI.11. if the vehicle was used to transport persons in violation of traffic regulations, and this fact contributed to the occurrence of the insured event;**
- VI.12. if the policyholder/insured was aware that the lawful driver of the vehicle was unfit to operate/drive the vehicle;**
- VI.13. if an object transported in or on the vehicle causes damage to the vehicle;**
- VI.14. arising from using the vehicle after the collision occurred but prior to permanent and professional repair.**
- VI.15. The insurance company shall not indemnify the insured for loss or damage if, at the time of the insured event, the lawful driver of the vehicle did not have a valid driving license. A lawful driver is a person who drives a motor vehicle with the knowledge and consent of the policyholder or the person entitled to dispose of the motor vehicle.**

- VI.16. The insurance company shall not indemnify for loss and damage if the driver's blood alcohol level/breath alcohol level, state of intoxication or unfit condition for driving at the time of the damage cannot be determined because the driver leaves the scene of the accident without notifying the parties to the accident, or withdraws from police action, or declares that he/she has consumed alcohol or any other substance that may impair driving ability between the time of the insured event and the time of the blood alcohol test or other medical/expert examination and, as a result of the above, the blood alcohol/breath alcohol level or other relevant circumstances relating to the driver's driving ability cannot be established.
- VI.17. The insurance does not cover damage to parts and accessories removed from the vehicle or dismantled from the vehicle.
- VI.18. The insurance does not cover damage to accessories and parts referred to in clause 1.3.2.2 if the accessory or part was not indicated by the insured in the insurance application, including accessories installed by the manufacturer but not as standard.
- VI.19. The insurance does not cover damage to the navigation system, roof rack and objects attached to it, such as bicycle racks, bicycles, ski boxes, etc., which are not factory-installed.
- VI.20. The insurance does not cover damage to the vehicle's wear and tear parts that does not affect the normal use of the vehicle.
- VI.21. The insurance does not cover the depreciation of the vehicle.
- VI.22. The insurance does not cover losses arising out of the loss of use of the vehicle, or costs related to renting vehicles during the repair, as well as other consequential damages.
- VI.23. Under Special plans, only glass damage and partial theft are not considered as insured events.

VII. Exemption of the Insurance Company

- VII.1. The insurance company shall be partially or completely exempted from its payment of the claim if it proves that the loss or damage was caused by
- the insured and/or the policyholder,
 - a relative living in the same household with the above,
 - any of their employees, agents, members or bodies involved in the operation, custody or control of the insured motor vehicle unlawfully, intentionally or through gross negligence. The same legal consequence shall be entailed by failure of any of the parties above to meet their obligations to prevent and mitigate losses as expected in the same manner. In addition to the provisions of Clause X of the ÁVF ('Exemption of the Insurer from Claims Payment'), upon assessing all the circumstances of the case individually and for the purposes of these policy conditions, conduct may be considered grossly negligent, in particular if:
 - a) the vehicle was driven by or has been entrusted to a person with a blood alcohol level of 0.5‰ or less or a breath alcohol level of 0.25 mg/l or less, or who was driving under the influence of alcohol or drugs, or who was unfit to drive;
 - b) the vehicle was in a seriously neglected state of repair at the time of the accident and this contributed to the occurrence of the damage, as determined by the authority or a forensic technical expert;
 - c) any vehicle tyre(s) of brake system(s) of the vehicle failed to comply with roadworthiness criteria;
 - d) the vehicle was operated without observing its safety warning signals (e.g. low coolant, low lubricant, check engine, low tyre pressure signs);
 - e) non-standard or improper accessories (e.g. charging equipment), fuels or lubricants were used for the vehicle;
 - f) the vehicle is operated in water which is at or below the height of its underside or floor plate.
- VII.2. The following shall constitute a breach of the obligation to prevent and mitigate losses in particular:
- a) in respect of the risk of theft, if - for any reason following first registration - the vehicle insured is made unsuitable for proper use or can be used by any other unauthorized person in addition to the legitimate user of the vehicle (e.g. damage to windows, attempt of theft, lock destruction, loss of original or copied key, electronic card ignition key, or any device with which the vehicle can be opened and/or started for its intended purpose, etc.), and the policyholder, owner, or operator does not store the vehicle at a properly closed location until professional repairs or lock replacement are completed;
 - b) if the key, spare key, electronic card ignition key, or the remote controller or key of the property protection equipment fitted in the vehicle, or any device with which the vehicle can be opened and/or started for its intended purpose were left in the abstracted vehicle.
- VII.3. As from the time when the circumstances described in Clause 2. a) of Chapter VII occur, the insurance company's liability for loss arising out of theft shall be suspended. The insurance company shall continue to be liable for loss arising out of theft from 0:00 am on the day when it is evidenced either physically or by presenting an invoice that the required professional repairs/replacement have been completed.
- The insurance company shall not pay any claims arising out of loss or damage based on and directly consequent upon an insured event of theft which occurs during the suspension of the theft cover.
- VII.4. The insurance company reserves the rights to refer to the invalidity of the policy and/or to its exemption from paying the insurance claim if the policyholder and/or the insured person conceals or falsifies any circumstances substantial from undertaking the insurance which are known or must have been known by the policyholder/insured, or misleads the insurance company in respect of any facts affecting the insurance company's payment obligation or the amount thereof in the course of claims settlement.
- VII.5. Pursuant to the provisions of the Civil Code, the insurance company shall be exempted from indemnifying for loss and damage consequent upon any infringement of the obligations to prevent and mitigate losses as set out in Chapters VIII and X. The insurance company shall be released from its obligation to pay the insurance claim to the same extent that the breach of the loss prevention or loss mitigation obligation contributed to the occurrence of the insured event and/or to the increase of the loss. The extent of the breach must be assessed on a case-by-case basis.

VIII. Obligations of the Policyholder and Insured, Documents required for Claim Settlement

In the event that this Chapter imposes any obligation for disclosure, notification of changes or provision of information on the insured/policyholder, then such obligations shall fall within the scope of the obligations for disclosure and notification of changes under Section 6:452 of the Civil Code and the obligation for information provision under Section 6:453 thereof; **consequently, if the content of such notification does not correspond to the facts or the policyholder/insured breach such obligations, then the insurance company's obligation shall not set in upon the occurrence of an insured event, unless it is proven by the policyholder/insured that such concealed or unreported circumstance was known to the insurance company at the time of concluding the policy or it did not contribute to the occurrence of such insured event.**

VIII.1. Obligation of the policyholder/insured to disclose material information and notify changes

- VIII.1.1. The policyholder/insured person shall provide true and complete data and information requested by the insurance company and necessary to underwriting the risk when concluding the insurance policy and shall notify any changes within 5 working days.
- VIII.1.2. **In the event that the policyholder/insured conceals or misstates any substantial circumstances which do not entail any of the legal consequences of the insurance company's exemption or partial or complete policy invalidity, but only affect the determination of the insurance premium, then the insurance company shall reserve its right, in case of a loss occurrence, to pay the insurance claim in proportion to the insurance premium calculated in the knowledge of the concealed or distorted circumstance and the insurance premium calculated in the knowledge of the real circumstance.**
- VIII.1.3. The copying, loss or destruction of keys, electronic ignition cards or any other device with which the vehicle can be opened and/or started in a proper manner must be reported to the insurance company immediately. The insurance company may require the replacement of these accessories and the lock set.
- VIII.1.4. Registration of the vehicle abroad shall be deemed as a particularly important change, in which case the insurance company may – by exercising its right provided in Section 6:446 (1) of the Civil Code – terminate the policy in writing, subject to a 30-day period of notice.
- VIII.1.5. In the event that a contract to restrict disposal over the vehicle is concluded during the term of the insurance policy (restraint on alienation, prohibition of encumbrance, lien, etc.), the policyholder shall be obligated to promptly report the conclusion of any such contract.

VIII.2. In the event of a loss, the policyholder and the insured are particularly required to comply with the following obligations:

- VIII.2.1. The loss must be notified within 15 working days of its discovery in accordance with the provisions of the Clause IX.1 a-d) of the ÁVF. If a loss or damage is notified beyond 15 days and after the termination of the policy, insurance company shall only be liable for the loss or damage if it is proven beyond reasonable doubt that such loss or damage occurred within the period of coverage.
- VIII.2.2. They must disclose any and all information necessary for the assessment of the coverage, legal basis and the amount of the payout and allow that the content of the claim and the information provided be verified.
- VIII.2.3. Any official or judicial proceedings relating to the claim must be notified to the insurance company.
- VIII.2.4. The policyholder or the insured may, with the prior written consent of the insurance company, arrange for the repairs of the damaged vehicle. **In the event that vehicle repairs are started without the prior consent of the insurance company and therefore substantial circumstances become impossible to reveal, the insurance company will be exempted from the obligation to pay the claim.**
- VIII.2.5. If the loss or damage was caused by a misdemeanour or a criminal offence and the person who caused the damage does not admit liability for the damage and does not provide personal details, the insured event must be reported to the competent authority.
- VIII.2.6. The policyholder, the insured or the driver of the vehicle is obligated to promptly report any loss or damage by theft, robbery, vandalism, fire or explosion to the nearest police authority, and loss or damage by fire and explosion to the fire authority.
- VIII.2.7. The rules set out in Clauses VIII.2.5. and VIII.2.6. shall also apply in the case of travel abroad, except that the notification shall be made to the competent bodies abroad and the report thereof shall be presented to the insurance company when the claim is submitted.
- VIII.2.8. If the stolen vehicle is found before or after the insurance claim is made, the policyholder and/or the insured must notify the insurance company within 2 working days of becoming aware of the vehicle's recovery.
- VIII.2.9. In the event of loss by theft, the policyholder or the insured is required to submit all the keys or electronic ignition cards controllers to the insurance company upon notifying such loss occurrence. In addition, the insured must inform the insurance company whether there is any other means, in addition to the above, with which the vehicle can be opened and/or started. If the policyholder or the insured fails to comply with this obligation and as a result material circumstances become impossible to reveal, the insurance company's obligation shall not arise.
- VIII.2.10. As part of the obligation to provide information, the policyholder/insured shall ensure that the data stored in the IT systems and accessories of the insured vehicle can be read by the insurance company, if necessary with the involvement of a third party (e.g. brand dealer, manufacturer, expert, etc.). At the request of the insurance company, the policyholder/insured must make the declarations necessary for the extraction of the data.
- VIII.3.** In addition to those set out in the ÁVF, the insurance company shall be entitled to request the following documents for the purposes of paying the claim and reimbursing the costs arising in connection with the insured event, if and to the extent they are necessary and available for establishing the legal ground or the amount of the claim, or if they can be obtained in connection with the loss or damage concerned, and if the policyholder, the insured or any other person entitled to damages can normally be expected to obtain them.
- VIII.3.1. Completed standard insurance claim forms, questionnaires, data sheets
- Accident Report Form
 - Statement by the party causing damage
 - Insurance claim form
 - Statements by witnesses
 - Special questionnaire completed in relation to the loss occurrence
 - Bank account number
 - Declaration for requesting claim history
 - Customer contact information

- Declaration on intoxication
- Insurance questionnaire for cases of loss by theft
- assignment contract
- an agreement evidencing the existence of a lien or other claim

VIII.3.2. Documents in proof of legal titles

- Forensic expert opinion
- Other expert opinion
- Special authority documents
- Fire authority certificate
- Fire inspection report
- Police certificate
- Records of police report
- Records of police site inspection
- Inspection expert (investigator) records
- Indictment, if available
- Driving license
- Statement to admit liability
- Certificate by the National Meteorological Service
- Tachograph data sheet
- Special opinion by lock and key expert on key inspection
- Brand dealer's statement on key reorder
- Brand dealer's statement on information to be retrieved from the key
- Key and clue expert opinion
- Keys, remote controllers, code cards and key delivery records
- Way-bill
- Bill of freight
- loss assessment reports
- documents relating to previous claims
- documents relating to parallel claim settlements and/or contracts with co-insurers

VIII.3.3. Documents in proof of ownership or eligibility to loss payment

- Invoice/voucher of purchase (e.g. receipt)
- Other invoices/vouchers evidencing the claim
- Incoming cash document
- Grant of probate
- Statement of disposal by public guardianship authority
- Certificate of inheritance
- Disclaimer statement
- Authorization or power of attorney
- Bank, financier, creditor's declaration, power of attorney
- Declaration of transfer
- Hospital discharge summary
- Outpatient records
- Outpatient treatment records
- Specimen signature
- Sales and purchase contract
- Vehicle registration certificate
- Vehicle ownership card
- Documents related to the registration or cancellation of ownership
- Operator's contract or deed
- Contract or document on vehicle use
- Notarial deed
- Employer's declaration
- Rental or lease contract
- Contract of vehicle lending
- Proof of withdrawal from traffic (cancelled registration certificate or vehicle ownership card)
- Certificate of disassembly

VIII.3.4. Documents verifying the amount of the loss

- Quote for repairs
- Invoice of repairs
- Audatex calculation
- Eurotax calculation
- Eurotax value calculation as at the date of loss
- Dealer's offer for residual value
- Receipt on wreck sale
- Worksheet
- Warranty slip
- Photos
- Bank account statement
- Statement by brand dealer / general agency on the type and equipment level of the vehicle
- Documents related to customs duty
- Service book
- Invoice of vehicle storage
- Delivery invoice
- Opinion of the National Transport Authority on the damaged vehicle

- VIII.3.5. In addition to the documents listed herein, the insured and/or the injured party shall be entitled to certify costs and expenses in accordance with the general rules of providing evidence in order to be able to enforce their claim. For instance, they are entitled to submit to the insurance company any decisions or resolutions taken by an investigating authority, prosecutor or court.

IX. Obligation to Prevent or Mitigate Loss

- IX.1. The insured may seek the advice of the insurance company about the measures required for preventing and mitigating loss or damage.
- IX.2. **The costs of loss prevention incurred in accordance with the insurance company's instructions or pursuant to its subsequent approval, will be reimbursed subject to a 10% deductible, provided that the amount paid does not exceed 20% of the value at the time of loss (or, in the case of invoice value at the time of purchase, 20% of the invoice value at the time of purchase). The insurance company will reimburse the cost of mitigation up to the sum insured, without applying a deductible.**
- IX.3. With regard to the cooperation, loss prevention and loss mitigation obligations of the policyholder or the insured, the registration certificate, ignition key, ignition card and the means with which the vehicle can be opened and/or started as intended, as well as the Vehicle ownership card, may not be left in the vehicle.
- IX.4. Furthermore, the policyholder and the insured are obliged to operate the vehicle properly, to secure its cargo in a professional manner, and to comply with the official regulations applicable to the motor vehicle. In this respect, they are required to refrain from overloading the vehicle.
- IX.5. The policyholder or the insured must take all reasonable measures to ensure that keys, electronic ignition cards or other devices with which the vehicle can be opened and/or started as intended, shall remain in their custody. The policyholder and/or the insured person is also liable for the loss, copying or destruction of the keys, electronic access cards and other devices enabling the vehicle to be opened and/or started as intended, even if the vehicle has been entrusted to another person, including if the keys, electronic access cards and other devices enabling the vehicle to be opened and/or started as intended have been entrusted to another person, for example at a garage, car wash or petrol station.
- IX.6. The policyholder or the insured person shall ensure that the date and time setting of the vehicle's on-board computer is correct so that the vehicle keys, ignition cards and other devices enabling the vehicle to be opened and/or started as intended can record accurate data on the operation of the vehicle, as these data may be specifically relevant for the assessment of the claim.
- IX.7. If the registration certificate of the insured motor vehicle is lost or stolen during the term of the policy, the policyholder and/or the insured is obliged to have the vehicle's registration number exchanged within 3 working days.
- IX.8. The policyholder or the insured may only have an additional key or electronic key card made with the consent of the insurance company. If any lock set, key, or card ignition key are replaced, the insurance company shall only accept such replacement if it is performed by the brand dealer's repair service corresponding to the vehicle make in Hungary.

X. Bonus

The insurance company shall classify policies concluded for an indeterminate period of time or policies with a determinate term of at least one year into a bonus or malus category under the terms and conditions below, specifying the insurance premium by applying the index number determined for the category concerned.

The bonus-malus classification shall not apply to motor comprehensive insurance policies concluded for a determinate period shorter than one year.

Motor comprehensive insurance policies concluded for a determinate period shorter than one year may only be classified into bonus category C00 during the entire term thereof.

X.1. Bonus-malus categories

Pursuant to the provisions set out in these Motor Comprehensive Insurance Conditions, the insurance company makes a distinction between 10 bonus categories (C00, C01, ... C09) and 3 malus categories (M03, M02 and M01). In the event of the bonus-malus classification of the motor comprehensive insurance policy, the insurance company shall apply the premium modifications set out in the table below by taking the basic policy premium as a basis:

Bonus-Malus category	M03	M02	M01	C00	C01	C02	C03	C04	C05	C06	C07	C08	C09
Index	1,20	1,10	1,05	1,00	0,95	0,90	0,86	0,82	0,78	0,74	0,70	0,67	0,63

- X.2.** Rules of establishing the bonus category in respect of policies which are for an indeterminate period of time at the time of concluding the policy or which are for a determinate term of at least one (1) year.

X.2.1. Consideration of MTPL bonus classification / absence of MTPL

- X.2.1.1. In the event that, in respect of the vehicle insured in the motor comprehensive insurance policy,
- there is no valid MTPL policy for an indeterminate term at the time of signing the motor comprehensive insurance application, or
 - the policyholder does not take out an MTPL policy for an indeterminate term simultaneously with signing the motor comprehensive insurance application, or
 - the policyholder has a valid MTPL policy for an indeterminate term with Generali Biztosító Zrt. at the time of signing the motor comprehensive insurance application, but loss occurrence(s) affecting bonus-malus classification took place to the debit of such policy within the period of 6 years preceding the date of signing the motor comprehensive insurance application, or
 - the policyholder takes out an MTPL policy for an indeterminate term with Generali Biztosító Zrt. simultaneously with signing the motor comprehensive insurance application, but based on the certificate of loss history submitted with reference to the MTPL policy (or based on the data requested in case of termination as from the policy renewal date), loss occurrence(s) affecting bonus-malus classification took place to the debit of any former MTPL policy (policies) within the period of 6 years preceding the date of signing the motor comprehensive insurance application, or
 - the policyholder has a valid MTPL policy for an indeterminate term at the time of signing the motor comprehensive insurance application and it is classified into a malus category, or

- the policyholder takes out an MTPL policy for an indeterminate term simultaneously with signing the motor comprehensive insurance application, and – according to the certificate of loss history submitted with reference to the MTPL policy (or based on the data requested in case of termination as from the policy renewal date) – the policyholder is classified into a malus category, or
- the policyholder has a valid MTPL policy for an indeterminate term with other than Generali Biztosító Zrt. at the time of signing the motor comprehensive insurance application, which is classified into the A00 bonus category based on the data evidenced by the instruments of certification set out in Clause X.2.1.4, or
- the policyholder takes out an MTPL policy for an indeterminate term with other than Generali Biztosító Zrt. simultaneously with signing the motor comprehensive insurance application, which is classified into the A00 bonus category based on the data evidenced by the instruments of certification set out in Clause X.2.1.4,

then the bonus category to be applied to the motor comprehensive policy shall be C00.

X.2.1.2. If

- the policyholder of the vehicle insured by the motor comprehensive insurance policy has a valid MTPL policy for an indeterminate term with Generali Biztosító Zrt. at the time of signing the motor comprehensive insurance application, or
- takes out an MTPL policy for an indeterminate term with Generali Biztosító Zrt. in respect of the vehicle insured in the motor comprehensive insurance policy simultaneously with signing the motor comprehensive insurance application, and is considered to be a new entrant in the MTPL bonus-malus system pursuant to the applicable legal regulation, meaning that the policyholder did not have an MTPL policy in respect of a vehicle pertaining to the same vehicle category for a period of two years before the date of signing the motor comprehensive insurance application, then the bonus category C02 can be applied to the casco policy based on the MTPL policy.

X.2.1.3. If the policyholder

- has a valid MTPL policy for an indeterminate term with Generali Biztosító Zrt. in respect of the vehicle insured in the motor comprehensive insurance policy at the time of signing the motor comprehensive insurance application, or
- takes out an MTPL policy for an indeterminate term with Generali Biztosító Zrt. in respect of the vehicle insured in the motor comprehensive insurance policy at the time of signing the motor comprehensive insurance application, then the policyholder shall be entitled to be granted C04 or higher motor comprehensive bonus classification also based on the bonus category of such MTPL policy valid at the time of signing the motor comprehensive insurance application, provided that
- at the time of signing the motor comprehensive insurance application, no loss occurrences affecting bonus-malus classification took place to the debit of the valid MTPL policy for an indeterminate term with Generali Biztosító Zrt. in respect of the vehicle insured in the motor comprehensive insurance policy for a period of 6 years preceding the date of signing the motor comprehensive insurance application, or
- based on a certificate of loss history - submitted simultaneously with signing the motor comprehensive insurance application - with reference to the MTPL policy for an indeterminate term with Generali Biztosító Zrt. in respect of the vehicle insured in the motor comprehensive insurance policy (or based on the data requested in case of termination as from the policy renewal date), no loss occurrences affecting bonus-malus classification took place to the debit of any former MTPL policy (policies) for a period of 6 years preceding the date of signing the motor comprehensive insurance application.

The motor comprehensive policy shall be classified into a bonus category by taking the criteria above into consideration, as indicated in the table below.

Bonus Category of a new comprehensive motor policy	Conditions for Bonus Classification under a new insurance policy
C00	Conditions set out in Clause X.2.1.1 of this Chapter
C01	
C02	Conditions set out in Clause X.2.1.2 of this Chapter
C03	
C04	Bonus category of the MTPL policy – A00, (except for policies classified into the A00 category subject to Clause X.2.1.2,), or <ul style="list-style-type: none"> – B01, or – B02, or – B03, or – B04, or – B05, as well as compliance with the criteria described in Clause X.2.1.3 of this Chapter
C05	Bonus category of the MTPL policy: B06, B07, B08 as well as compliance with the criteria described in Clause X.2.1.3 of this Chapter
C06	Bonus category of the MTPL policy: B09 as well as compliance with the criteria described in Clause X.2.1.3 of this Chapter
C07	
C08	Bonus category of the MTPL policy: B10 as well as compliance with the criteria described in Clause X.2.1.3 of this Chapter

X.2.1.4. If the policyholder

- has a valid MTPL policy for an indeterminate term with other than Generali Biztosító Zrt. in respect of the vehicle insured in the motor comprehensive insurance policy at the time of signing the motor comprehensive insurance application, or
- takes out an MTPL policy for an indeterminate term with other than Generali Biztosító Zrt. in respect of the vehicle insured in the motor comprehensive insurance policy simultaneously with signing the motor comprehensive insurance application, then the classification of the motor comprehensive insurance policy into any of the motor comprehensive bonus categories C01, C02, C03 or C04 can also be enforced by the policyholder's statements in the motor comprehensive insurance application based on the bonus category of such MTPL policy valid at the time of signing the motor comprehensive insurance application, provided that the policyholder of the motor comprehensive insurance policy provides evidence of the MTPL bonus category by submitting a copy of the document (Clause X.2.1.4.1) issued by the insurance company of the MTPL policy to the insurance company before the expiry of the deadline specified in Clause X.2.6.1.

X.2.1.4.1. The insurance company shall accept the following documents as documents issued by the insurance company of the MTPL policy specified in this Clause X.2.1.4:

- compulsory motor TPL claims history certificate issued less than a year before;
- cheque, proforma invoice or policy indicating the MTPL bonus category valid at the time of signing the motor comprehensive insurance application;
- notification of premium written for the next policy year in respect of the MTPL insurance policy, indicating the MTPL bonus category for the next policy year. In this case the bonus category indicated in such premium notification must be taken into consideration when calculating the motor comprehensive insurance premium.

The motor comprehensive insurance policy shall be classified into a bonus category by taking the criteria above into consideration, as indicated in the table below.

Bonus Category of a new comprehensive motor policy	Conditions for Bonus Classification under a new insurance policy
C01	The bonus category of the MTPL policy specified in Clause X.2.1.4: – B01, or – B02, or – B03, or – B04, or – B05, and if the conditions set out in Clause X.2.1.4 are met.
C02	The bonus category of the MTPL policy specified in Clause X.2.1.4: – B06, or – B07, or – B08, and if the conditions set out in Clause X.2.1.4 are met.
C03	The bonus category of the MTPL policy specified in Clause X.2.1.4: – B09, and if the conditions set out in Clause X.2.1.4 are met.
C04	The bonus category of the MTPL policy specified in Clause X.2.1.4: – B10, and if the conditions set out in Clause X.2.1.4 are met.

X.2.2. Allowance for No Claims in Respect of a Former Motor Comprehensive Policy

X.2.2.1. In the event that the policyholder of the motor comprehensive insurance policy

- had a motor comprehensive insurance policy as a policyholder with any insurance company operating in Hungary within one year prior to signing the motor comprehensive insurance application, and
- the policy was terminated for any reason other than premium non-payment, and
- the policyholder provides evidence of such uninterrupted period without loss or damage (no claim period), of the length specified below, by any document(s) issued by the former insurance company (companies),

then the policyholder shall be entitled to be classified into the bonus category specified in Clause X.2.2.6.

X.2.2.2. In calculating the new motor comprehensive insurance premium, the insurance company shall classify the policy into the category set out in Clause X.2.2.6 based on the policyholder's statements made in the new motor comprehensive insurance application, provided that the policyholder of the motor comprehensive insurance policy supplies evidence of such uninterrupted period without loss or damage of the former motor comprehensive insurance by submitting to the insurance company certificate(s) thereof issued by the former insurance company (companies) specified in this Clause before the expiry of the deadline set out in Clause X.2.6.1.

X.2.2.3. In the event that the policyholder submits the certificate(s) issued by the former insurance company (companies) before the expiry of the deadline specified in Clause X.2.6.1, then in such a case the insurance company shall classify the policy into the bonus category specified in Clause X.2.2.6 as from the commencement of coverage.

X.2.2.4. In the event that the policyholder fails to submit the certificate(s) issued by the former insurance company (companies) before the expiry of the deadline specified in Clause X.2.6.1, then in such a case the insurance company shall classify the policy into the bonus category specified in Clause X.2.2.6 with effect from the first day of the policy year current at the time of presenting such certification.

X.2.2.5. In the event that the policyholder has, in addition to the motor comprehensive insurance policy concluded by applying these Insurance Conditions, another valid motor comprehensive insurance policy with any insurance company operating in Hungary in respect of another vehicle, then the insurance company shall only classify the policy into the motor comprehensive bonus category pursuant to these Conditions if the policy on such other vehicle is terminated by lapse of interest or lawful termination by the policyholder. The insurance company shall classify the policy into the corresponding bonus category with effect from the day of presenting the document to certify termination of the insurance policy as issued by the other insurance company.

In the event that the policyholder has taken out several motor comprehensive insurance policies by applying these Policy Conditions, then – based on the certification specified above – the insurance company shall take the compliance with bonus classification criteria into consideration only in respect of one motor comprehensive insurance policy.

X.2.2.6. The motor comprehensive policy shall be classified into a bonus category by taking the criteria above into consideration, as indicated in the table below.

Bonus Category of a new comprehensive motor policy	Conditions for Bonus Classification under a new insurance policy
C00	Number of no-claim years: less than one year.
C01	Number of no-claim years: at least one year but less than two years.
C02	
C03	Number of no-claim years: at least two years but less than three years.
C04	Number of no-claim years: at least three years but less than four years.
C05	Number of no-claim years: at least four years but less than five years.
C06	Number of no-claim years: at least five years but less than six years.
C07	Number of no-claim years: at least six years but less than seven years.
C08	Number of no-claim years: seven years or more.

Number of years without loss or damage = year of the commencement of coverage by the new motor comprehensive insurance policy minus the year of the commencement of motor comprehensive no-loss period

X.2.3. Allowance for the term of use of the vehicle

X.2.3.1. In the event that, at the time of commencement of coverage as specified in the motor comprehensive insurance policy, the motor comprehensive insurance tariff partner has been the owner or operator of the insured vehicle in this quality for a period exceeding one year (with a view to the provisions set out in Clause X.2.3.3), on the basis thereof the C04 bonus category can be applied to the motor comprehensive insurance policy.

X.2.3.2. The insurance company shall verify whether the one-year period specified in Clause X.2.3.1 (365 days, and 366 days in a leap year) has elapsed primarily on the basis of the issue date of the registration certificate. In the event that the insurance company receives creditable information whereby the circumstances thus established are not real and the one-year period specified in Clause X.2.3.1 has not yet elapsed at the date of commencement of coverage, the insurance company shall amend the policy by taking such valid data with effect from the first day of coverage.

X.2.3.3. For the purposes of these Motor Comprehensive Insurance Conditions, the operator as registered in the traffic licence of the vehicle shall be deemed as the tariff partner. In the event that no operator is registered in the traffic licence of the vehicle, the tariff partner shall be the owner as registered in the traffic licence of the vehicle.

X.2.3.4. The motor comprehensive policy shall be classified into a bonus category by taking the criteria above into consideration, as indicated in the table below.

Bonus Category of a new comprehensive motor policy	Conditions for Bonus Classification under a new insurance policy
C04	Joint compliance with the criteria specified in Clauses X.2.3.1, X.2.3.2 and X.2.3.3

X.2.4. Only one of the bonus categories to be enforced as specified in Clauses X.2.1, X.2.2 and X.2.3 may be taken into consideration at the same time. In the event that more than one criteria are met simultaneously with signing the motor comprehensive insurance application, the motor comprehensive policy shall be classified into the more favourable category.

X.2.5. To the contrary of the provisions set out in Clauses X.2.1 to X.2.4, in the event that at the date of signing the new motor comprehensive insurance application, in respect of the vehicle insured by the motor comprehensive insurance policy

- there is a valid and effective motor comprehensive insurance policy with Generali Biztosító Zrt, termination of which by mutual consent is initiated by the policyholder with a view to the conclusion of the new motor comprehensive insurance policy, or
- there was a precedent motor comprehensive insurance policy with Generali Biztosító Zrt, and the additional conditions described in Clause X.2.5.1. are also met,

the bonus category of the new motor comprehensive insurance policy may only be C00.

X.2.5.1. Further Conditions

At the date of signing the motor comprehensive insurance application, the former motor comprehensive insurance policy that is or has been in effect in respect of the vehicle insured by the motor comprehensive insurance policy provides insurance coverage for the same basic risks as the new motor comprehensive insurance (loss by theft, natural forces, and collision damage), and there has been no ownership change in respect of the vehicle insured within 90 days prior to the date of signing the new motor comprehensive insurance application; furthermore,

- the former motor comprehensive insurance policy is in effect and covered by premium, or
- the last unpaid premium of the former motor comprehensive insurance policy was due within 90 days prior to the date of signing the new motor comprehensive insurance application, or
- the date of termination of the former motor comprehensive insurance policy was within 90 days prior to the date of signing the new motor comprehensive insurance application and the reason for motor comprehensive insurance policy termination was
 - premium non-payment, or
 - policy wording revision, or
 - termination by the insurance company, or
 - termination by the policyholder as from the policy renewal date, if the policyholder has not paid the premium due until the termination of coverage by the insurance company.

X.2.6. The insurance company shall check for compliance with the eligibility criteria for the bonus classification of the new motor comprehensive insurance policy between the 90th and 120th days after the commencement of coverage by the new motor comprehensive policy.

X.2.6.1. If, based on the verification results,

- the bonus category of the MTPL policy specified in Clauses X.2.1.2 and X.2.1.3 as recorded in the insurance company’s registration system differs from the bonus category taken into consideration at the time of concluding the new motor comprehensive insurance policy, or
- the policyholder of the motor comprehensive insurance policy does not submit a copy of the certification referred to in Clause X.2.1.4.1, issued by the insurance company of the motor comprehensive policy specified in Clause X.2.1.4, to the insurance company before the 90th day after the commencement of coverage by the new motor comprehensive policy, or
- the policyholder of the motor comprehensive insurance policy submits a copy of the certification referred to in Clause X.2.1.4.1, issued by the insurance company of the motor comprehensive policy specified in Clause X.2.1.4, to the insurance company before the 90th day after the commencement of coverage by the new motor comprehensive policy, but based on such certification the policyholder is not entitled to the bonus classification corresponding to his statements included in the motor comprehensive insurance application, or
- according to the insurance company’s registration data, the policyholder did not have an effective MTPL policy set out in any of Clauses X.2.1.2, X.2.1.3 or X.2.1.4 at the time of signing the motor comprehensive insurance application, or
- the policyholder of the motor comprehensive insurance policy does not submit the certification referred to in Clause X.2.2, issued by the previous insurance company of the motor comprehensive policy specified in Clause X.2.2, to the insurance company before the 90th day after the commencement of coverage by the new motor comprehensive policy, or
- the policyholder of the motor comprehensive insurance policy submits the certification referred to in Clause X.2.2, issued by the insurance company of the motor comprehensive policy specified in Clause X.2.2, to the insurance company before the 90th day after the commencement of coverage by the new motor comprehensive policy, but based on such certification the policyholder is not entitled to the bonus classification corresponding to his statements included in the motor comprehensive insurance application, or
- the tariff partner to the motor comprehensive insurance policy does not comply with the conditions set out in Clause X.2.3 at the commencement of coverage by the motor comprehensive insurance policy,

then the bonus category of the motor comprehensive insurance policy shall be modified retroactively, with effect from the commencement of coverage by the motor comprehensive policy, in accordance with the provisions set out in these Conditions.

X.2.6.2. If, after the expiry of the period of 120 days specified in Clause X.2.6, the classification of the existing compulsory motor third party liability insurance policy covered by Clauses X.2.1.2, X.2.1.3 or X.2.1.4 is changed, irrespective of the date of the change of classification of the compulsory MTPL insurance policy, this fact shall not affect the bonus classification of the motor comprehensive insurance policy.

X.2.6.3. If, within the 120-day period specified in Clause X.2.6, the classification of the existing compulsory motor third party liability insurance policy referred to in Clauses X.2.1.2, X.2.1.3 or X.2.1.4 is changed, this fact shall affect the bonus classification of the motor comprehensive insurance policy only if the bonus classification of the existing compulsory MTPL insurance is changed with effect from the same date as or before the date of signing the motor comprehensive insurance application.

X.2.6.4. If it is established by verification that any loss occurrence(s) affecting bonus-malus classification took place in respect of the MTPL policy specified in any of Clauses X.2.1.2 or X.2.1.3, to the debit of any former MTPL policy (policies) in the 6-year period preceding the date of signing the motor comprehensive insurance application, then the bonus category of the motor comprehensive insurance policy shall be modified retroactively, with effect from the commencement of coverage by the motor comprehensive policy, in accordance with the provisions set out in these Conditions.

X.3. Changes in Bonus-Malus Classification During the Term of the Policy

X.3.1. In the event that the policyholder / insured had not made an insurance claim affecting bonus-malus classification in any policy year, the bonus-malus classification of the policy shall be increased by 1 category as from the next policy renewal date (see Clause X.3.3). The highest bonus category is C09.

X.3.2. In the event that the policyholder / insured had made an insurance claim affecting bonus-malus classification in the policy year concerned or had made an insurance claim affecting bonus-malus classification before the policy year concerned which has not yet been taken into consideration by the insurance company in respect of the bonus-malus classification of the policy, then the bonus-malus classification of the policy shall be modified as from the next policy renewal date (see Clause X.3.3).

X.3.3. Change in bonus/malus classification according to Clauses X.3.1 and X.3.2

Bonus-malus classification on the day preceding the policy renewal date	Bonus bonus category from the next policy renewal date onwards if the number of insurance claim(s) made before the renewal date but not yet taken into account		
	0	1	2 or more
M03	M02	M03	M03
M02	M01	M02	M03
M01	C00	M01	M03
C00	C01	C00	M03
C01	C02	C01	M02
C02	C03	C02	M01
C03	C04	C03	C00
C04	C05	C04	C01
C05	C06	C05	C02
C06	C07	C06	C03
C07	C08	C07	C04
C08	C09	C08	C05
C09	C09	C09	C06

- X.3.4. The following insured events shall not affect the bonus-malus classification of the motor comprehensive policy, therefore Clause X.3.2 shall not apply,
- in case of the insured event “Glass damage”, if such glass damage is repaired without pane replacement, and the total cost of repairs (net cost in case of net benefit) is lower than 20% of the sum total (net sum in case of net benefit) of the calculation performed by the Hungarian Audatex calculation software current at the time of the loss occurrence, involving replacement of the damaged glazing;
 - in case of the insured event “Glass damage”, if such glass damage may be repaired by pane replacement, and the total cost of repairs (net cost in case of net claim) is lower than 65% of the sum total (net sum in case of net claim) of the calculation performed by the Hungarian Audatex calculation software current at the time of the loss occurrence;
 - in case of the insured events of “Collision damage” and “Natural forces”, if only any of the headlights or other external lights of the vehicle are damaged and reinstatement is effected without replacing such damaged headlight or light;
 - in the event that the insurance company has paid a claim on account of the completion of the policyholder’s / insured’s obligation to prevent and mitigate losses as specified in Chapter X of these Insurance Conditions.
- X.3.4.1. The bonus-malus classification of the motor comprehensive policy shall not be affected, therefore Clause X.3.2 shall not be applicable if the motor comprehensive insurance policy includes General supplementary services or Breakdown Assistance supplementary services and the policyholder/insured uses these supplementary insurance services.
- X.3.4.2. In the event that the claim paid by the insurance company is fully refunded to the insurance company, then the insured event concerned shall not affect the bonus-malus classification of the motor comprehensive policy. In the event that the motor comprehensive policy has already been re-classified into another bonus-malus category at the time of such reimbursement, the insurance company shall restore the bonus-malus classification of the policy within 30 days of such reimbursement. Any additional premium payment arising by reason of the restitution of the bonus-malus classification of the policy shall be reckoned in the next policy premium (instalment) due.

X.4. Other provisions relating to the classification in bonus/malus categories

- X.4.1. Bonus-malus classification is linked to the policyholder as an individual.
- X.4.2. In the event that an insurance policy concluded under these Conditions is terminated by reason of premium non-payment, the policy may only fall within the C00 bonus or any malus category at the time of termination.

XI. Legal Status of the Parties to the Insurance Policy

All provisions relating to the policyholder or the owner shall also apply mutatis mutandis to the insured persons and to all those who may enforce their claims under the insurance policy and must also require compliance with the same provisions by the lawful user of the vehicle at any time. The obligations to prevent and mitigate loss or damage, to provide information and to notify changes, and the obligations imposed in the event of damage, shall be binding on these persons in the same way as on the policyholder, the insured or the owner. The current lawful user of the vehicle is considered to be the insured’s agent. The policyholder or the insured person shall, upon any temporary transfer of the use of the vehicle, inform the lawful user of the contractual conditions set out in these policy conditions and require him/her to comply with them.

XII. Modification of the Insurance Premium

During the term of a ‘Komplett Casco’ Comprehensive Auto Insurance policy, the insurance company may modify insurance premium rates in the event that

- **the Consumer Price Index published by the Hungarian Central Statistical Office;**
- **the data of the Price Index for Vehicle Parts and Vehicle Repair and Maintenance published by the Hungarian Central Statistical Office;**
- **the frequency of claims made on insurance policies of the same type, as recorded by the insurance company;**
- **the average claim made on insurance policies of the same type, as recorded by the insurance company;**
- **the loss ratio of insurance policies of the same type, as recorded by the insurance company;**
- **public charges imposed on insurance services**

change, in which case the insurance premium may be adjusted in proportion to the changed circumstances, but up to a maximum of 100%, with effect from the next policy renewal date.

The rate of the adjustment shall be determined by the insurance company in the light of changes in the price indices specified above during the period of up to 1 year before the adjustment’s effective date, changes in other indicators of at least 0.5% during the period of up to 2 years before the adjustment’s effective date, or changes in the public charges imposed on the insurance services.

If the insurance premium is adjusted in line with the foregoing, the insurance company is required to notify the policyholder in writing of the premium adjustment and its rate at least 30 days before the effective date of the adjustment. If the policyholder does not wish to maintain the insurance with the proposed modifications communicated by the insurance company, the policyholder may cancel the insurance policy without a notice period – prior to the policy anniversary – with effect from the policy anniversary. **Unless the policyholder cancels the insurance, the policyholder is required to pay the modified amount of the insurance premium with effect from the insurance policy’s anniversary.**

XIII. Amendment of the insurance policy by mutual consent

The parties may amend the insurance policy by mutual consent at any time. Either party may initiate amendments to this insurance policy. If the other party does not accept the proposed amendment, the insurance policy shall remain in effect on the original terms. In any other matters, the provisions on the conclusion of the policy shall be applied to the amendment of the policy by mutual consent.

XIV. Miscellaneous

The total loss of the insured motor vehicle shall result in a lapse of interest, and for that reason the insurance policy will terminate as of the date of the total loss.

In the case of matters not regulated by these policy conditions, the insurance shall be governed by the General Terms and Conditions of Property Insurance (ÁVF), the Customer Information and General Provisions Governing Insurance Policies, and the Civil Code of Hungary (Ptk).

Travel Insurance Cover in the Optimal Premium and Optimal Extra Plans of 'Komplett Casco' Comprehensive Auto Insurance

Subject of the Insurance

During the effective term of the group insurance policy concluded by Generali Biztosító Zrt. and Európai Utazási Biztosító Zrt., a natural person as policyholder of Optimal Premium or Optimal Extra coverage plan of 'Komplett Casco' Comprehensive Auto Insurance concluded with Generali Biztosító Zrt shall be entitled to benefit from the travel insurance services described below, as detailed in the Conditions of Travel Insurance EUB2013-03GC, until the date of termination of such Comprehensive Auto insurance policy, but up to completing 70 years of age at the latest.

The travel insurance coverage is provided to the policyholder by Európai Utazási Biztosító Zrt. (hereinafter: EUB, H-1132 Budapest, Váci út 36-38., phone: 06 1 452 3580, www.eub.hu) subject to EUB2013-03GC Travel Insurance Policy Conditions.

Insured Person

A natural person as policyholder of Optimal Premium or Optimal Extra coverage plan of 'Komplett Casco' Comprehensive Auto Insurance concluded with Generali Biztosító Zrt, up to completing 70 years of age.

Travel Insurance Benefits

In the event of a sudden illness or accident during a foreign trip, the insurance company shall cover the costs of rescue and emergency medical care up to HUF 5 million; in addition, the insurance company shall arrange and cover medically reasonable repatriation of the patient or injured party (by an ambulance car or plane), or in the event of death, the repatriation of the deceased.

The operators of the 24-hour Assistance Helpline (EUB-Assistance) of the insurance company will check the details of the medical care with foreign physicians and hospitals, including the settlement of costs. Under the "Additional Travel Assistance" coverage, unexpected costs of travel companions are covered if the illness of another traveler requires them to find accommodation at an unplanned location or they have to modify the date of their return (e.g. they need to rebook their plane ticket).

"Luggage Insurance" covers you against luggage theft during a foreign trip and damage to your luggage as a result of an accident by mitigating your financial loss.

The „Legal Protection Insurance" indemnifies the insured person against legal fees, legal costs and bail costs if he/she causes a traffic accident abroad or commits a misdemeanour or other negligent crime as defined in the policy conditions and is prosecuted for it at the place of the incident (e.g. causes personal injury to someone while skiing).

Further information on coverage options and features – including exemptions and exclusions applied by the insurance company – may be read in the Travel Insurance benefit table and in the policy conditions marked EUB2013-03GC.

Geographical Limit of the Travel Insurance Cover

The travel insurance covers you in insured events in the countries of Europe (when the term is used in the geographical sense), with the exception of Russia, Kazakhstan, Azerbaijan and Georgia and Hungary.

Scope of the travel insurance coverage

The travel insurance coverage takes effect on the 16th day after the commencement of the comprehensive motor insurance coverage and may be used for an indefinite number of foreign trips, not longer than 30 days. On the day when the comprehensive motor coverage terminates, this travel insurance coverage shall also terminate.

Restrictions to the coverage of the travel insurance

The travel insurance coverage linked to the comprehensive motor insurance covers traditional tourist trips, so it does not cover e.g. physical work, driving occupations, hazardous sports or the trips of professional athletes. Limitations are set forth in detail in the policy conditions.

Notifying travel insurance claims

In the event of illness or accident, the notification shall be made to the direct line of EUB-Assistance, specifying the insured's name and date of birth, as well as the telephone number of the person making the notification (where he/she may be contacted later) and the summary of the event.

You may call the EUB-Assistance 24 Hours Service at (+36-1) 465-3666. The EUB-Assistance 24-hour service is available in Hungarian with outsourcing partners in many countries of the world so the insured can rely on help at numerous places from people who know local conditions well.

If someone's life is in danger, please first call the local emergency hotline and ask for help! (universal emergency hotline in the European Union: 112).

A claim for legal protection services may be notified to EUB-Assistance by calling (+36-1) 465-3666.

An event resulting in a luggage claim must be reported to the foreign authority with competence at the place of the incident, while requesting that a detailed incident report be issued. If the damage is caused by a passenger transportation company (e.g.: airline, coach line), first the claim must be notified to the company promptly after noticing the loss or damage, and then the insurance claim form, which may be downloaded from www.eub.hu must be completed and sent – accompanied with all the documents specified in the policy conditions – to the Customer Service Center of EUB at the address below: Európai Utazási Biztosító Zrt. (EUB) Customer Service Center, H-1132 Budapest, Váci út 36-38. Telephone: 06 1 452 3580, Fax: 06 1 452 3312, E-mail: karrendezes@eub.hu

Office hours: Monday-Thursday: 8.00–17.00 Friday: 8.00–14.30

For further information about the travel insurance coverage and claims settlement, please read the policy conditions marked EUB2013-03GC which is available at www.general.hu/komplettcasco2013/ajandekutasbiztositas under "Letölthető dokumentumok" (Download documents) or at www.eub.hu/Nyomtatványok/„Biztosítási feltételek” (Policy conditions).

Notification and Handling of Complaints related to the Travel Insurance

If you have any complaint about the conduct, operations or any omission on behalf of Európai Utazási Biztosító Zrt. or its employees, you may lodge your complaint either in writing or orally. Complaints may be made in person in the customer service office specified above during its opening hours; complaints may also be made over the telephone by calling the number of the customer service. Please note that calls are recorded in accordance with the law.

You may deliver a written complaint in person or by a third party at EUB's Customer Service Office, or you may send it by post to the mailing address of EUB, by fax to the fax number +36 1 452 3312, or in an email to the email address ugyfelszolgalat@eub.hu.

EUB's operations are supervised by: Hungarian Financial Supervisory Authority (H-1013 Budapest, Krisztina krt. 39.) (hereinafter: Supervision).

Processing personal data

EUB and Generali Biztosító Zrt shall handle the personal particulars of insured persons as well as the data pertaining to their policies as confidential insurance information and may only disclose them to a third party in possession of an express written consent of the data subject. Pursuant to Act LX of 2003 on Insurance Institutions and the Insurance Business, the insurance company is allowed to release data classified as confidential insurance information to the organizations and bodies in the cases specifically listed in the law. Europ Assistance Kft. (H-1134 Budapest, Dévai u. 26–28.), as the contracted agent of Európai Utazási Biztosító Zrt., provides assistance services relating to insurance claim settlement under an outsourcing agreement. In this respect, EUB may, under the authority referred to it by law, disclose data and information concerning insurance claims to Europ Assistance.

Insurance Cover – Product	Travel Insurance cover available with Generali Casco
A) Emergency Medical Assistance and Insurance	
Medical and rescue costs:	
– accident	HUF 5 000 000
– illness	HUF 5 000 000
Including:	
– ambulance helicopter rescue	HUF 2 500 000
– mountain-rescue	HUF 1 000 000
– patient transport by ambulance	HUF 1 000 000
– emergency dental treatment	€ 300
– hospitalization daily allowance for the insured if hospital costs are recovered under EHC or any other insurance plan	HUF 25 000
Arrangement of repatriation, reimbursement of excess costs incurred	no limit
Emergency Assistance Services:	
– arranging medical and health services	service
– arranging medical transportation to a physician or hospital, if required	service
– informing relatives	service
– regular communication with the medical institution providing the treatment	service
Expenses incurred due to an accident or illness	HUF 50 000
Repatriation of the deceased	no limit
B) Additional Travel Assistance	
Rescheduling the trip home due to illness or accident	
– accommodation costs for the insured (up to 7 nights)	€ 300
– accommodation costs for a relative (up to 7 nights)	€ 300
– a relative accompanying the Insured home	HUF 150 000
Accommodation expenses of a relative during the insured's hospitalization (up to 7 nights)	€ 300
Visiting a patient:	
– travel costs	HUF 300 000
– accommodation costs (up to a total of 7 nights)	€ 300
Repatriation of a child	HUF 300 000
Curtailed due to a relative's illness or death in the home country	HUF 150 000
Forwarding financial aid	HUF 300 000
Information provision when travel documents are lost	service
C) Motor Vehicle Roadside Assistance – Basic Services	
Information on roadside assistance	service
Driver service in the event of illness or accident of the insured	HUF 200 000
D) Baggage Insurance	
Total benefits for baggage and travel documents	HUF 100 000
Including:	
– single article limit	HUF 30 000
– baggage limit	HUF 60 000
– replacement costs of travel documents	no limit
E) Legal Assistance and Legal Protection Insurance (LPI)	
a) payment of bail and associated expenses	HUF 500 000
b) attorney's fees	HUF 500 000

Endorsements

The number of the endorsements applicable to the policy shall be indicated in the insurance application or, if a certificate of coverage is issued, in such certificate of coverage. The provisions set out in any endorsements applied to the policy shall form an integral part thereof. In the event that the provisions set out in any endorsements applied to the policy derogate from other provisions set out in the general terms and conditions, the provisions in the endorsements shall prevail.

Endorsement No. 4005

If, during the validity period of the vehicle's financing contract, any insurance premium is failed to be paid, the insurance company shall set an extended deadline of at least 60 days following the due date of the first premium (instalment), and of at least 90 days of any regular premium (instalment), upon the expiry of which – in the event of failure to pay such premium – insurance coverage shall terminate as of the due date with retroactive effect.

Following the termination of the vehicle financing contract, this provision shall become null and void and the provisions set out in Clause VI.5.1 of the ÁVF shall apply.

Endorsement No. 4016

The insurance shall cover any insured event of theft only if the services provided by the security technology equipment installed meet the criteria defined below at the time of the insured event, and they are operable and switched on at the time of the insured event:

Protection against taking away the vehicle illegally with the engine running in accordance with the following technical requirements:

- the process of stopping the engine must begin no later than 10 seconds or no further than 10 meters following closing the driver's door in a way irreversible for the perpetrator, and
- an emergency signal, a highly visible light signal must alert those in the proximity at least 30 seconds from the beginning of the process of the engine's stopping (flashing brake lights, emergency flash, and possibly even a sound alarm), and
- the engine or the vehicle must stop within at least 40 seconds but not later than 3 minutes, and
- at least 10 seconds prior to the stopping of the engine the attention of those in the proximity must be called to the emergency, and
- the vehicle could not be restarted by disconnecting and reconnecting the power.

Endorsement No. 4044

By way of derogation from Clause II.2.3.2, starting from the date of the vehicle's registration, the insurance company's payment shall be limited to the reimbursement of the insured vehicle's value at the time of the claim.

Endorsement No. 4045

By reason of the absence of the required security technology equipment, the insurance shall not cover the theft.

Endorsement No. 4046

Considering that the policyholder has declared to have less than two original keys (central key/electronic starter card/electronic starter key/other keys) to the vehicle, the insurance does not cover the theft of the vehicle. Other key means any other device or remote control enabling the vehicle to be opened and/or started.

Endorsement No. 4047

If the policyholder has specified on the insurance application the time of the commencement of the coverage to the hour and minute, the coverage shall commence at that time.

Endorsement No. 4048

For the motor vehicle covered by the insurance policy, the insurance company shall pay the net claim, i.e. reduced by VAT, on the collision, natural perils, glass breakage and theft covers.

Endorsement No. 4049

Any insurance policy taken out for temporary registration number plates and the vehicles operated with them shall only cover those vehicles which were used along the route and during the period of time recorded in the departure log pertaining to such temporary registration plate, in a manner and for a purpose in accordance with applicable legal regulations. The insurance coverage is limited to insured events which occur during the period while the vehicle is operated with a temporary registration number.

The upper limit of the indemnity payable by the insurance company shall be the sum insured specified in the policy in respect of insured events occurring within a policy period.

Endorsement No. 4050

The insurance does not offer coverage in the following countries: Estonia, Belarus, Latvia, Lithuania, Republic of Moldova, Ukraine.

Endorsement No. 4051

The insurance coverage is only offered to the territory of Hungary.

Endorsement No. 4052

The insurance shall only cover the theft of the motor vehicle if the functions of the installed security equipment comply with the specifications below and are both operational and switched on at the time of the insured event:

- it must protect all doors and windows of the vehicle (doors, engine compartment, luggage compartment), it must be fitted with a device (light feedback, LED) to indicate the installation of an alarm and it must sound or sound and light an alarm and prevent the engine from starting in the event of an attack on the vehicle, or
- the insured vehicle is equipped with a factory-fitted immobilizer (immobilizer), or
- the insured motor vehicle has an immobilizer (immobilization device) installed which blocks at least 3 circuits of the motor vehicle.

Endorsement No. 4053

The insurance shall only cover the theft of the motor vehicle if the functions of the installed security equipment comply with the specifications below and are both operational and switched on at the time of the insured event:

- protection must be provided to all the doors and windows of the vehicle, the doors, the engine compartment and the luggage compartment; equipment indicating the installation of an alarm system (light signal feedback / LED) is built in; and if the vehicle is attacked, sound or sound and light signals are emitted; in addition, interior motion and vibration detection functions are provided together with a stepping code based control system operable by remote control; and
- the insured vehicle is equipped with a factory-fitted immobilizer (immobilizer), or
- the insured motor vehicle has an immobilizer (immobilization device) installed which blocks at least 3 circuits of the motor vehicle.

Endorsement No. 4054

The insurance shall only cover the theft of the motor vehicle if the functions of the installed security equipment comply with the specifications below and are both operational and switched on at the time of the insured event:

- it must protect all the vehicle's doors (doors, engine compartment, luggage compartment), it must be equipped with a light-emitting diode (LED) indicating the installation of the alarm, it must sound or sound and light alarms in the event of an attack on the vehicle, and it must have a stepping code control system with interior motion detection, vibration detection, remote control, which triggers the satellite-based electronic vehicle tracking and registration and identification system with nationwide coverage, and it must have a service contract with the service provider, the service must be free of interference, as certified by the contract on the installation and operation of the system and the service provider's declaration, or
- the vehicle is equipped with a satellite-based electronic vehicle tracking and registration system with nationwide coverage, with a service contract with the service provider, with a service without interference, as certified by the contract for the installation and operation of the system and by a statement from the service provider, and
- the insured vehicle is equipped with a factory-fitted immobilizer (immobilizer), or
- the insured motor vehicle has an immobilizer (immobilization device) installed which blocks at least 3 circuits of the motor vehicle.

Endorsement No. 4055

The commencement of coverage – if the policy is actually concluded – shall be the date specified in the insurance quote, provided that the vehicle was inspected on the day preceding the commencement of coverage. An inspection of the vehicle is not required if the vehicle is new with zero mileage and undamaged, registered in Hungary by an authorized dealer at the time of the commencement of coverage. If the inspection does not take place through the fault of the policyholder, or if any of the reasons listed below is established during the inspection by either the insurance company or its representative, it shall constitute an obstacle to offering insurance coverage for the vehicle identified on the insurance quote, and the policy shall not enter into effect, that is, the insurance coverage shall not commence.

The parties agree that if – for any of the above reasons – the coverage should fail to commence on the date specified in the insurance quote, the policy shall terminate with retroactive effect to its inception date, and the insurance company shall repay any premium advance to the policyholder.

Circumstances constituting obstacles to the provision of coverage:

- Absence of any of the following documents and other accessories required for the inspection:
 - the vehicle's original registration certificate and vehicle ownership card
 - all keys, remote controls, electronic ignition cards, other devices enabling the vehicle to be opened and/or started as intended
 - remote switches and keys for alarms or other security devices
 - documents and invoices proving the type and value of subsequently fitted accessories (safety equipment, extra equipment)
 - a letter of authorization if the vehicle is not presented by the owner of the vehicle (in case of companies, a specimen signature by the authorizing party is also required)
 - personal identification card.
- The authenticity of the vehicle's main identification data (chassis number or VIN) is doubtful or cannot be identified (altered, removed, modified TMM, TSC, AF or special chassis number markings as defined in the legislation in force).
- The general technical condition of the vehicle does not allow safe driving.
- The vehicle has significant unrepaired damage (a damage is significant if the insurance company or its representatives estimate repair costs to exceed 33% of the vehicle's value at the time of concluding the policy).
- The vehicle is not fitted with the safety equipment (e.g. alarm, immobilizer) required under the endorsements selected in the insurance application.
- Based on the vehicle's technical condition, on other circumstances, including in particular if the vehicle shows signs of significant previous damage (repaired) worth at least 33% of the vehicle's value as at the date of loss, the insurance company decides not to underwrite the risk on the basis of the inspection.

Endorsement No. 4056

The insurance shall cover any insured event of theft only if the services provided by the security technology equipment installed meet the criteria defined below at the time of the insured event, and they are operable and switched on at the time of the insured event:

- the vehicle is equipped with a satellite-based electronic vehicle tracking and registration system with nationwide coverage, with a service contract with the service provider, with a service without interference, as certified by the contract for the installation and operation of the system and by a statement from the service provider.

Endorsement No. 4057

In the event of partial loss, the insurance company will reimburse the rental fees of a loaner vehicle for the reasonable duration of the repair of the vehicle, up to the duration and amount specified in the insurance application, provided that the insured rents the loaner vehicle from the dealer or service center indicated by the dealer code in the insurance application.

Endorsement No. 4058

Brand loyalty cover: If the insured vehicle suffers a total loss as defined for the purposes of the Brand Loyalty add-on cover, and the insured buys a new or used vehicle to replace it within one year of the occurrence of the insured event from a dealer indicated by the dealer code in the insurance policy, the insurance company will reimburse the invoiced value of the insured vehicle at the time of purchase as specified in the insurance policy. The insurance company will make the payment when the insured provides credible evidence of purchase of such new or used vehicle to the insurance company.

Endorsement No. 4059

By way of derogation from Clause VI.7 of the Special Conditions of Comprehensive Motor Insurance, under the insurance plan chosen by the policyholder, the insurance shall cover any loss of or damage to a motor vehicle suitable for work (excluding the carriage of passengers or goods by road) arising out of collision or natural perils during the preparation for work, work or preparation for traffic, even if the work was carried out on the road or during road traffic.

Endorsement No. 4060

In the framework of active claims settlement, indemnification for any collision to the insured vehicle by a third party vehicle which may be reimbursed under a Motor TPL policy shall be paid by the insurance company in accordance with the provisions in the Special Terms and Conditions of Motor Comprehensive Insurance of Vehicles, but without subtracting the deductible, subject to the joint prevalence of the following conditions:

- the compulsory motor insurance policy covering the vehicle which caused the damage is valid and in force at the time of the insured event and is certified by the insurance company administering the compulsory motor insurance policy, and– the legal ground for the compensation (the tortfeasor's liability) is recognized by both the parties to the claim and the insurance company as well as by the insurer administering the compulsory motor insurance policy, and

in the event of partial loss, the vehicle will be repaired by a repair service marked with a dealer code on the individual motor comprehensive insurance application.

The claims paid under active claims settlement shall not affect the bonus classification of the comprehensive motor policy.

Endorsement No. 4061

In addition to the costs provided for in Clause II.2.1.2. of the Special Conditions of Motor Comprehensive Insurance, up to the sum insured specified in the policy, the insurance company shall reimburse the costs of transporting the vehicle, which has become inoperable as a result of an insured event, to a repair shop suitable for professional repair, as indicated in the comprehensive motor insurance policy with a dealer code.

Endorsement No. 4062

The insurance company will reimburse the services specified in Clause II.2.1.2. of the Special Conditions of Motor Comprehensive Insurance up to HUF 50 000, without a deductible. Within this limit, the insurance company shall – in addition to the services covered under Clause II.2.1.2 – also reimburse the costs of transporting the vehicle which has become unroadworthy as a result of an insured event to a repair shop for professional repair indicated in the comprehensive motor insurance policy with the dealer code.

Endorsement No. 4063

The provisions set out in Clause II.2.1.2 of the Special Conditions of Motor Comprehensive Insurance of Vehicles shall not apply.

Endorsement No. 4064

Coverage under Comprehensive Motor Insurance is only offered in the territory of Hungary.

Endorsement No. 4065

In the event of a total loss of a new motor vehicle, the insurance company shall apply the provisions of Clause II.2.3.3. instead of Clause II.2.3.2. of the Special Conditions of Motor Comprehensive Insurance.

Endorsement No. 4066

Insurance coverage shall extend to Russia, Azerbaijan, Georgia, Armenia, and the Asian regions of Turkey (the area bordered by the Mediterranean Sea, the Aegean Sea, the Marmara Sea, the Black Sea, Georgia, Armenia, Iran, Iraq, and Syria).

Endorsement No. 4067

In the case of repairs carried out at a BMW or Mini Garage in Hungary – evidenced by invoice – the insurance company will deduct only half of the minimum deductible stated in the policy if only the minimum deductible should be applied. This discount does not apply to the percentage co-payment.

Endorsement No. 4068

In the event that the vehicle is repaired, as evidenced by an invoice, in a dealership repair shop marked with a dealer code on the comprehensive motor insurance policy, the insurance company shall apply only half of the minimum deductible specified in the policy in each case where the policy would otherwise justify subtraction of the minimum deductible. This discount does not apply to the percentage co-payment.

Endorsement No. 4069

The insurance company will reimburse the insured for the following costs, unless they fall within the scope of warranty repairs.

Description	Work fee	Cost of parts
Lock replacement in case of a vandalized lock / loss of key, computer re-coding, replacement of ignition card (only in case of repair under factory warranty)	Yes	Yes
Installation of anti-theft equipment (alarm, gear-lever lock, etc.) (only in case of repair under factory warranty)	Yes	Yes
Chassis inspection, adjustment and repair	Yes	Yes
Checking and replacing shock absorbers	Yes	Yes
Checking and repairing the braking system	Yes	Yes
Replacement of tyres, exchange of winter vs. summer tyre sets	Yes	Yes
Regular inspection in accordance with the service manual	Yes	No
Vehicle condition assessment	Yes	No
Engine diagnostics, adjustments as required	Yes	No
Fee for environmental review and certificate	Yes	No
Adjusting headlamps, replacing burnt-out bulbs	Yes	Yes
Replacement of wiper blades	Yes	Yes

The total of claims paid in any one policy period shall be capped at the limit specified in the insurance policy.

The insurance company will reimburse only the value of the service used from the first day of the seventh month of the policy period until the last day of the policy period, as set out in this endorsement. To be eligible for the payment, the insurance premium must be duly paid on the insurance policy at the time of the claim. The insurance company will pay the claim against an invoice certifying the provision of the service, without deduction of any co-payment. Parties agree that the date of the service shall be the issue date of the invoice.

The insurance company will pay the claim within 15 days of receipt of the invoice. Making a claim under this endorsement will not in any way impact the bonus-malus classification of the comprehensive motor insurance policy. In the event of making a claim under this endorsement, the payment in excess of the agreed limit shall be provided in accordance with the first sentence of Clause IX.2 of the Special Conditions of Motor Comprehensive Insurance.

Endorsement No. 4070

The commencement of coverage shall be the date indicated on the insurance application, provided that prior to the date indicated as the date of commencement of coverage the insurance company or its representative should have conducted an inspection to determine that insurance coverage on the vehicle identified on the application may be provided free of restrictions. An inspection is not required for an uninjured, new vehicle with zero mileage at the commencement of coverage. If the inspection does not take place through the fault of the policyholder, or if any of the reasons listed below is established during the inspection by either the insurance company or its representative, it shall constitute an obstacle to offering insurance coverage for the vehicle identified on the insurance quote, and the policy shall not enter into effect, that is, the insurance coverage shall not commence. The parties agree that if - for any of the above reasons - the coverage should fail to commence on the date specified in the insurance application, the policy shall terminate with retroactive effect to its inception date, and the insurance company shall refund any previously paid premium to the policyholder.

Circumstances constituting obstacles to the provision of coverage:

- Absence of any of the following documents and other accessories required for the inspection:
 - the vehicle's original registration certificate and vehicle ownership card
 - all keys, remote controls, electronic ignition cards, other devices enabling the vehicle to be opened and/or started as intended
 - remote switches and keys for alarms or other security devices
 - documents and invoices proving the type and value of subsequently fitted accessories (safety equipment, extra equipment)
 - a letter of authorization if the vehicle is not presented by the owner of the vehicle (in case of companies, a specimen signature by the authorizing party is also required)
 - personal identification card.
- The authenticity of the vehicle's main identification data (chassis number or VIN, engine number) is doubtful or cannot be identified (altered, removed, modified TMM, TSC, AF or special chassis number markings as defined in the legislation in force).
- The general technical condition of the vehicle does not allow safe driving.
- The vehicle has significant unrepaired damage (a damage is significant if the insurance company or its representatives estimate repair costs to exceed 33% of the vehicle's value at the time of concluding the policy).
- The vehicle is not fitted with the safety equipment (e.g. alarm, immobilizer) required under the endorsements selected in the insurance application.
- Based on the vehicle's technical condition, on other circumstances, including in particular if the vehicle shows signs of significant previous damage (repaired) worth at least 33% of the vehicle's value as at the date of loss, the insurance company decides not to underwrite the risk on the basis of the loss adjuster's inspection.

Endorsement No. 4071

The insurance company will reimburse the insured for the following costs, unless they fall within the scope of warranty repairs.

Description	Work fee	Cost of parts
Lock replacement in case of a vandalized lock / loss of key, computer re-coding, replacement of ignition card (only in case of repair under factory warranty)	Yes	Yes
Installation of anti-theft equipment (alarm, gear-lever lock, etc.) (only in case of repair under factory warranty)	Yes	Yes
Chassis inspection, adjustment and repair	Yes	Yes
Checking and replacing shock absorbers	Yes	Yes
Checking and repairing the braking system	Yes	Yes
Replacement of tyres, exchange of winter vs. summer tyre sets	Yes	Yes
Regular inspection in accordance with the service manual	Yes	No
Vehicle condition assessment	Yes	No
Engine diagnostics, adjustments as required	Yes	No
Fee for environmental review and certificate	Yes	No
Adjusting headlamps, replacing burnt-out bulbs	Yes	Yes
Replacement of wiper blades	Yes	Yes

The total of claims paid in any one policy period shall be capped at the limit specified in the insurance policy.

The insurance company for the charges of the services hired from the first day of the fourth month of each policy period until the last day of the policy period, as provided in this endorsement. To be eligible for the payment, the insurance premium must be duly paid on the insurance policy at the time of the claim. The insurance company will pay the claim against an invoice certifying the provision of the service, without deduction of any co-payment. Parties agree that the date of the service shall be the issue date of the invoice.

The insurance company will pay the claim within 15 days of receipt of the invoice. Making a claim under this endorsement will not in any way impact the bonus-malus classification of the comprehensive motor insurance policy. In the event of making a claim under this endorsement, the payment in excess of the agreed limit shall be provided in accordance with the first sentence of Clause IX.2 of the Special Conditions of Motor Comprehensive Insurance.

Endorsement No. 4072

The commencement of coverage shall be the date indicated on the insurance application, provided that within 8 days of the inception of the insurance policy, the insurance company or its representative should have conducted an inspection to determine that insurance cover on the vehicle specified on the application may be provided free of restrictions. An inspection is not required for an uninjured, new vehicle with zero mileage at the commencement of coverage. If the inspection does not take place through the fault of the policyholder, or if any of the reasons listed below is established during the inspection by either the insurance company or its representative, it shall constitute an obstacle to offering insurance coverage for the vehicle identified on the insurance quote, and the policy shall not enter into effect, that is, the insurance coverage shall not commence. The parties agree that if - for any of the above reasons - the coverage should fail to commence on the date specified in the insurance application, the policy shall terminate with retroactive effect to its inception date, and the insurance company shall refund any previously paid premium to the policyholder.

Circumstances constituting obstacles to the provision of coverage:

- Absence of any of the following documents and other accessories required for the inspection:
 - the vehicle's original registration certificate and vehicle ownership card
 - all keys, remote controls, electronic ignition cards, other devices enabling the vehicle to be opened and/or started as intended
 - remote switches and keys for alarms or other security devices
 - documents and invoices proving the type and value of subsequently fitted accessories (safety equipment, extra equipment)
 - a letter of authorization if the vehicle is not presented by the owner of the vehicle (in case of companies, a specimen signature by the authorizing party is also required)
 - personal identification card.
- The authenticity of the vehicle's main identification data (chassis number or VIN, engine number) is doubtful or cannot be identified (altered, removed, modified TMM, TSC, AF or special chassis number markings as defined in the legislation in force).
- The general technical condition of the vehicle does not allow safe driving.
- The vehicle has significant unrepaired damage (a damage is significant if the insurance company or its representatives estimate repair costs to exceed 33% of the vehicle's value at the time of concluding the policy).
- The vehicle is not fitted with the safety equipment (e.g. alarm, immobilizer) required under the endorsements selected in the insurance application.
- Based on the vehicle's technical condition, on other circumstances, including in particular if the vehicle shows signs of significant previous damage (repaired) worth at least 33% of the vehicle's value as at the date of loss, the insurance company decides not to underwrite the risk on the basis of the loss adjuster's inspection.

Terms and Definitions

Motor vehicle

Any automobile and lorry with a maximum authorized weight of 3.5t, as defined in the Joint Decree 1/1975 (II. 5.) KPM-BM (or the equivalent legislation in force at the time).

Motor vehicle registered in Hungary

A motor vehicle as defined in Act LXII of 2009 on compulsory motor vehicle liability insurance (or in the relevant legislation in force at the time).

Invoice value at the time of purchase

The final total amount of the purchase invoice issued at the time of purchasing the vehicle insured and its insured extra accessories, The final total amount of the invoice is the amount that the buyer of the motor vehicle actually pays for the vehicle, i.e. after deduction of discounts.

Market value at the date of loss

The current market value in Hungarian forints of a vehicle of the same type, age, technical condition, legal status and type of use operated in Hungary at the time of the loss, but not exceeding the invoice value at the time of purchase.

The market value at the date of loss must not be higher than the price established for used vehicles in Hungary with the current Eurotax valuation program. The following modifying factors defined in the program are not allowed to be taken into consideration: correction by reason of the MOT test in the first six years, correction by local demand, and correction upwards by reason of state of repair.

Market value of electroacoustic equipment, at the time of loss

The average market value of electroacoustic equipment of identical type and age, used in Hungary at the time of loss.

New motor vehicle

A new vehicle is defined as a vehicle with a mileage not exceeding 1000 km at the time of making the insurance application, which was first registered in Hungary within 1 year of its manufacture, under warranty, first owned by the insured and free of damage up to the time of making the insurance application. In the event that the date of first registration cannot be verified, then the first of January of the year of manufacturing shall be deemed to be the date of first registration.

Used vehicle

Any motor vehicle that is not a new motor vehicle. In the event that the date of first registration cannot be verified, then the first of January of the year of manufacturing shall be deemed to be the date of first registration.

Emergency repair

Repairs performed on the vehicle to make it roadworthy in a regular and safe manner.

Economic total loss

If the cost of repairing the vehicle exceeds the vehicle's market value at the time of the loss less the residual value and 70% of the value at the time of the loss.

Technical total loss

If the damage would result in the replacement of the bodywork in the case of a vehicle with a self-supporting bodywork, or the chassis and bodywork in the case of a vehicle with a chassis.

Date of first registration

The date of first registration of the vehicle as recorded in the registration certificate or, failing this, January 1 of the year of manufacture.

A vehicle suitable for work

Vehicles suitable for work include any vehicle fitted with an installation suitable for special work. These include but are not limited to trucks fitted with a crane, ladder, hydraulic platform, road surface cleaning or self-loading device, fire engines, tilting loaders. If a vehicle combination is carrying out work, all members of the vehicle combination are considered to be vehicles suitable for work.

Taxi, passenger car transport use

For the purposes of these conditions, a taxi or car passenger transport service is defined as a motor vehicle which is used to provide a personal taxi service or a car passenger transport service in accordance with the law or for which the motor vehicle is licensed.

Rental vehicle use

For the purposes of these conditions, a rental vehicle is a motor vehicle hired out to a third party by a non-natural person who hires out a motor vehicle on a commercial basis for consideration, not including motor vehicles hired out on an operating lease (long-term lease) for a period of 180 days or more.
