

MOTOR INSURANCE – BENEFITS GUIDE

Insurance

Benefits Guide



Welcome to Allianz

Thank you for choosing to insure your vehicle with us, and for trusting Allianz to be your partner.

Taking care of risks is our job.

We are here to protect you and your vehicle against financial losses from unexpected damage that you cannot control.

Rely on our experience and enjoy your drive.
We are with you every step of the way.

Your Allianz Team

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Introduction to your insurance

The Allianz MyCar motor insurance covers you and your vehicle according to your needs.

1. INTRODUCTION TO YOUR INSURANCE

This Benefits Guide contains the general contracting terms and conditions of Allianz MyCar motor insurance.

In addition, we explain insurance terms and you can find answers to some frequently asked questions.

We offer four packages (**Comfort, Plus, Extra, Max**), with different coverage.

Motor third-party liability insurance (MTPL) covers damage caused to other parties. You can request it for any package, but it is definitely included in the Comfort package.

Casco is optional insurance. It covers damage to your own vehicle. The Plus package covers NatCat; the Extra package also covers theft and vandalism, while Max, in addition to all this, covers breakage ("full casco").

The packages also include other coverages. These include, for example, someone's injury or providing professional assistance in the event of an accident or vehicle malfunction.

This contract is concluded in the Hungarian language. If in addition to the Hungarian language version of the present Benefits Guide, the English language translation thereof was also handed over to you, then in case of any potential discrepancies between the English and the Hungarian language versions, the Hungarian language version will prevail.

Customer Information and General Terms and Conditions

Learn about our full motor insurance product.

2. CUSTOMER INFORMATION AND GENERAL TERMS AND CONDITIONS

This publication, together with the offer and the policy, contains all the important information about your insurance.

Please note that your contract will only provide protection in cases that correspond with the package you have chosen.

In this chapter, you can learn about **all the coverage that can be selected in the packages**, and your obligations, if:

- you wish to enter into a contract,
- you would change anything later,
- your details change, or
- a damage occurs.

The **insurance offer and policy** include information specific to your insurance, such as the package selected, **the deductible and the limits**.

If you have any questions, we will help. Feel free to contact us:

by phone: → [+36 \(1/20/30/70\) 421-1-421](tel:+3612030704211421) or

on the Internet: → www.allianz.hu

Allianz MyCar motor insurance is the full motor insurance product of Allianz Hungária Zrt. 1087 Budapest, Könyves Kálmán krt. 48-52, hereinafter: we, Allianz).

What does the product cover?

The following chapters provide detailed information on what your (the policyholder's) insurance covers. It depends on the package you have chosen exactly in which cases we provide the service. The package you have chosen will also be indicated on your insurance policy.

2.1. WHAT DOES THE PRODUCT COVER?

2.1.1. What vehicles are eligible for insurance?

Insurance may only be concluded for a vehicle:

- with verified ownership, and
- has a permanent or temporary **Hungarian registration certificate** (including the temporary registration certificate and the certificate sheet).

You must provide vehicle identification information (Hungarian registration plate, chassis number, or frame number) on the offer.

You can conclude a package containing casco coverages (Plus, Extra or Max) to a **specially built, modified or assembled vehicle** if:

- the changed characteristics and purpose of the vehicle are also reflected in the vehicle documentation, and
- you indicate these on the offer.

You may conclude a package containing casco coverage (Plus, Extra or Max) for vehicles categorised as **moped car** if:

- the vehicle has a valid registration plate, and
- you indicate in the offer that the vehicle is a moped car.

Moped cars are subject to a premium applicable for motorcycles.

In case of MTPL, when determining the premium, if the manufacturer of the specially built vehicle differs from the manufacturer of the base vehicle, we take the base make of the vehicle into account (e.g. motorhome).

You can only conclude the Comfort package for **mopeds, agricultural tractors, slow vehicles and machine tool**.

2.1.2. What are casco coverages valid for?

Casco coverages are valid for the insured vehicle, and for the following accessories that are properly fixed to the vehicle or properly installed, built into or sealed in it:

- **accessories compulsory** for the vehicle's participation in road traffic (including registration sticker and registration plate)
- **child safety seat**,
- **anti-theft equipment** (e.g., immobilizer, alarm system),
- **electro-acoustic, multimedia and navigation devices and wheel rims** and
- all other **manufacturer (OEM)** and **other equipment** (other equipment is what you installed after manufacturing but before the conclusion of the contract).

2.1. WHAT DOES THE PRODUCT COVER?

If you build in a new accessory after concluding the contract, and would like it to be covered by your insurance as well, you will need to notify us. See Section 2.3.2. for detailed information.

You must specify the current value at the time of purchase of the vehicle in the offer. To do this, please also take into account all the OEM and other equipment. When reimbursing the purchase price insurance (2.1.4.14.), the insurer determines the new value of the passenger car at the time of purchase as described there.

Casco coverages do not apply to components that cannot be identified for the make, type or equipment level of the vehicle, as well as to the aesthetic and protective foil cover.

In the case of motorcycles, only damage that prevent proper use is compensated, not aesthetic damage. We do not pay for damages to the protective helmet and the motorcyclist clothing.

The insurance will only apply to **later installed wheel rims, electro-acoustic and multimedia devices and navigation systems**, if no luggage compartment or passenger cabin has to be converted for their installation.

2.1.2.1. What proof do we need for the accessories?

In the case of damage, you must prove:

- the OEM standard equipment;
- with the Eurotax code number of your vehicle, or
- by presenting the vehicle;
- all other equipment;
- with the proof of installation (e.g., purchase invoice, service invoice), or
- by presenting the vehicle.

2.1.2.2. Further casco coverages of electric vehicles

If your vehicle may be charged with an electric charging cable from a wall box, then the insurance covers the following parts and accessories:

- the battery of the vehicle,
- the charging cable,
- the wall box purchased together with the vehicle as an accessory,
- the adapter.

We describe in detail the damages that we cover at the description of the coverages.

2.1. WHAT DOES THE PRODUCT COVER?

2.1.3. In what countries is the insurance valid?

a) **The MTPL** covers damages caused in the countries of the European Economic Area, Switzerland and the countries of the Green Card System, where there is a valid agreement between the national bureaus of such states and the Hungarian National Bureau according to the Internal Regulations, except Belarus and Russia. The MTPL covers for damages caused in Iran is valid until 31 December 2023.

b) **Casco and legal assistance** coverages apply to damages occurred in Albania, Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Cyprus, Czech Republic, Denmark, the United Kingdom, Northern Macedonia, Estonia, Finland, France, Greece, the Netherlands, Croatia, Ireland, Iceland, Kosovo, Poland, Latvia, Liechtenstein, Lithuania, Luxembourg, Hungary, Malta, Monaco, Montenegro, Germany, Norway, Italy, Portugal, Romania, San Marino, Spain, Switzerland, Sweden, Serbia, Slovakia, Slovenia, Turkey and the Vatican.

If you wish your casco to be valid in other countries, please let us know.

If we take the risk, we will tell you how much surcharge you have to pay for it.

c) In the framework of **contractual legal defence**, which is part of the legal support coverage, we provide legal advice if

- you are buying or planning to buy a vehicle,
- you conclude the sale and purchase contract in Hungary, and
- in the event of a dispute concerning the contract, Hungarian courts shall have jurisdiction.

d) The **roadside assistance service** is valid wherever both casco and legal assistance are available (see paragraph (b), except in Northern Cyprus and the Asian part of Turkey.

e) **Personal accident** coverage is valid worldwide.

2.1.3.1. How can you prove abroad that you have mandatory MTPL insurance?

If you request it, we will issue a Green Card for you, with which you can prove abroad that you have valid motor third-party liability insurance.

On the website of the Association of Hungarian Insurers (MABISZ) you can find out in which countries you need a Green Card and in which countries the registration plate and country sign are sufficient.

2.1. WHAT DOES THE PRODUCT COVER?

The Green Card can only be issued for the period for which you have paid the premium.

Except if:

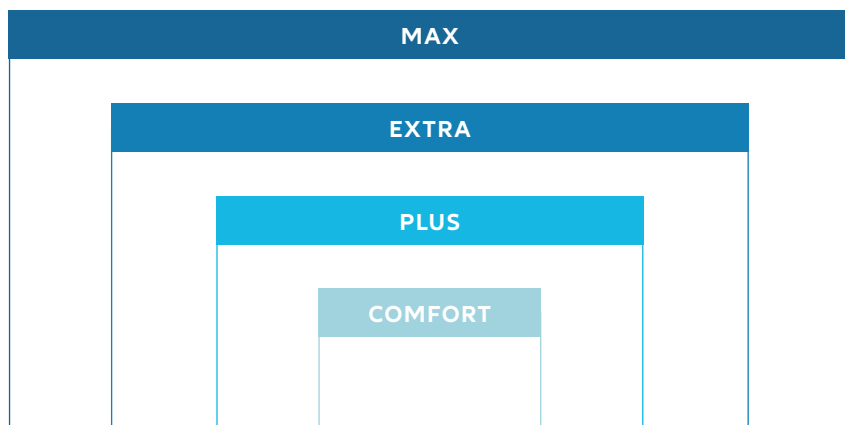
- you have only partially paid the due premium, and
- the period covered by the premium is less than 60 days from the date of the payment of the premium.

We will then issue the Green Card for 60 days following the due date.

If the vehicle can only be driven in Hungary, we cannot issue a Green Card for it.

2.1.4. Insurance coverage

Allianz MYCAR Motor insurance is available in four optional packages. Below you will find information on when Allianz will indemnify you on the basis of each package of Allianz MyCar Motor Insurance. Please also read the chapter on General Exclusions, which describes cases where Allianz does not provide coverage.



2.1. WHAT DOES THE PRODUCT COVER?

Insurance coverage

		COMFORT	PLUS	EXTRA	MAX
Motor third-party liability insurance - MTPL*	If you cause damage to someone with your own vehicle, we will indemnify the injured party for you.	•	•	•	•
Legal support	If you need legal advice due to a personal accident or a sale and purchase, we will provide legal advice by phone and, if necessary, we also recommend a lawyer.	•	•	•	•
Roadside assistance (base)**	If your vehicle is involved in an accident or malfunction, we will attempt to repair your vehicle on site. If this fails, we tow the vehicle and transport the passengers.	•	•	•	•
Personal accident (base)	We pay if a driver, passengers or the driver's attendants die in a personal accident or suffer permanent damage to health.	•	•	•	•
Natcat	We pay if your vehicle is damaged due to a natural disaster, e.g., damaged or destroyed by windstorms, hail, landslides or floods.		•	•	•
Fire, explosion	We pay if your vehicle is damaged or destroyed by fire or explosion. Electric vehicles only: we pay for the damage or loss of the charging accessories (charging cable, wall box, adapter) or the battery due to fire or explosion.		•	•	•
Animal collision	We pay if an animal is hit and your vehicle is damaged as a result.		•	•	•
Roadside assistance (extended)**	In case of an accident or malfunction of your vehicle, we will provide additional services compared to the base assistance coverage. For example, we provide a replacement vehicle and reimburse the cost of accommodation or travel home.		•	•	•
Personal accident (extended)	We pay if a driver or passengers or the driver's attendants die in a personal accident or suffer permanent damage to their health.		•	•	•
Theft	We pay if your vehicle or its accessories are stolen or attempted to be stolen and this causes damage. Electric vehicles only: we pay if the charging accessories (charging cable, wall box, adapter) or the battery are stolen or attempted to be stolen.			•	•
Vandalism	We pay if your vehicle is damaged resulting from vandalism.			•	•
Glass	We pay if the windscreen or other glass surface of your vehicle cracks or breaks.			•	•
Own damage	We pay if your vehicle is damaged in an accident. Electric vehicles only: we pay for the damage or loss of the charging accessories (charging cable, wall box, adapter) or the battery due to an accident.				•
Gap insurance	If the vehicle is stolen or becomes totally damaged before it is 12 months old, we will pay based on its current value at the time of purchase.				•

* You can choose the Plus, Extra and Max packages without MTPL cover.

** If you have an OEM assistance service, you can also conclude a contract with a reduced roadside assistance coverage.

The above table is only a summary, the detailed content of the coverages can be found in Sections 2.1.4.1 - 2.1.4.14.

2.1. WHAT DOES THE PRODUCT COVER?

The coverages of the packages are referred to in the terms and conditions as follows:

- **MTPL cover:** motor third-party liability insurance cover
- **casco cover:** NatCat, fire, explosion, animal collision, theft, glass, vandalism, own damage, gap insurance cover
- **other coverage:** legal support, roadside assistance (base and extended), personal accident (base and extended)

You can check in the table below which coverage is available for your vehicle.

Type of vehicle

Coverages available	Passenger car	Truck up to a maximum permissible gross vehicle weight of 3,500 kg	Truck over 3,500 kg gross weight	Motorcycle
MTPL	•	•	•	•
Legal support	•	•	•	•
Roadside Assistance service (base)	•	•		•
Personal accident (basie)	•	•	•	
NatCat	•	•	•	•
Fire, explosion	•	•	•	•
Animal collision	•	•	•	•
Roadside assistance (extended)	•	•		•
Personal accident (extended)	•	•	•	
Theft	•	•	•	•
Vandalism	•	•	•	•
Glass	•	•	•	•
Own damage	•	•	•	•
Gap insurance	•			

2.1. WHAT DOES THE PRODUCT COVER?

Mopeds and quad	Bus	Road tractor trailer	Agricultural tractor	Slow vehicle	Machine tool	Trailer, semi-trailer
•	•	•	•	•	•	•
•	•	•	•	•	•	•
	•	•	•	•	•	
	•	•				•
	•	•				•
	•	•				
	•	•				
	•	•				
	•	•				
	•	•				•

Below you can read that for each coverage:

- **who is entitled** to the service,
- **when we pay** or you can use the service, and
- **when we do not pay** or you cannot use the service.

Please also read Section 2.2 for **general cases** where we do not provide a service.

In **Chapter 2.4.** you can learn more about exactly what service we provide and how.

2.1.4.1. Motor third-party liability insurance (MTPL)

We will indemnify the damage you cause to someone else with your vehicle.

We will indemnify the damage even if you did not drive the vehicle.

(So the insured party of the coverage is you as a policyholder, as well as the driver of the vehicle.)

For **details on the service**, see **Section 2.4.3.1.**

Who do we pay?

We pay the injured party.

When do we pay?

We pay if someone causes damage to someone else while operating your vehicle and therefore the operator is liable under Hungarian law.

If passengers in your vehicle were also injured, we will reimburse the following:

- personal injury; and
- damage to their personal belongings and clothing.

When do we not pay?

The insurance does not cover damage:

- to the **vehicle causing the damage** or the objects placed in it, other than for the personal use of the passengers of the vehicle;
- arises from losses to your or the driver's **assets or lost profits**;
- occurs **in the road surface** without the accident of the vehicle (e.g., if a falling load damages the road);

We do not pay even if the damage occurs in such a way that:

- the vehicle is used as **machinery** and is not involved in traffic;
 - the vehicle is stationary and is **being loaded or unloaded**;
 - the vehicle is being repaired or maintained and the accident is an **occupational accident**;
 - the vehicle **pollutes the environment** without a traffic accident (e.g., spills oil on the road, which spills onto arable land);
 - there is a **continuous deterioration** during the operation of the vehicle (e.g., the wall of a house cracks next to the road).
- The insurance does not cover damage that
- is caused by **radiant, toxic substances or products** carried in the vehicle;
 - arises **as a result of war, acts of war, acts of terrorism**;
 - occurs during a **motor vehicle race** or the training required for it.

The MTPL Act specifies in detail when we do not pay (see page 159, paragraph 15).

2.1.4.2. Legal support

If you need legal advice because of a personal accident or in connection with your sale and purchase contract:

- we provide **legal advice by phone** or **contribute to attorney fees**, and
- if necessary, **we recommend an attorney-at-law**.

For **details on the service**, see **Section 2.4.3.3.**

Who can use the service?

The service can be used by you (the policyholder) or by the person who drove the vehicle legally with your permission.

When can you use the service?

Legal defence for damages:

You can use the service if:

- you or the driver of the vehicle are involved in an accident while driving properly, and
- you need legal assistance to enforce your claims against the party causing the damage arising from the accident (personal injury, property damage and restitution).

Criminal law and infringement legal defence:

You can use the service if:

- you or the driver of the vehicle has caused an accident with your vehicle, and
- need legal assistance due to a crime or infringement related to driving.

Contractual legal defence:

You can use the service if:

- **you sell the vehicle or buy another** and have not yet concluded the sale and purchase contract, **or**
- **someone has breached the sale and purchase contract** that has already been concluded and you therefore need legal assistance.

For an insured event, we will contribute to your attorney's fees once if you choose this option instead of the advisory service by phone.

The claim is considered one insured event even if it:

- consists of several events that occurred in a time-related manner for the same reason;
- affects more than one person.

When can you not use the service?

We will not provide a service if, at the time of the accident or at the actual or suspected time of the infringement or crime:

- the driver of the vehicle **did not have a driving licence**;
- the driver was under the influence of **alcohol**, other psychoactive substances or medicines affecting driving capacity;
- the vehicle **did not have a valid registration certificate or registration plate**.

We do not provide a service if the driver of the vehicle **has not reported** the personal accident or **provided aid** after the accident despite the provisions of the law.

We do not provide services for the following:

- litigation or out-of-court cases **against Allianz**;
- proceedings against the driver of a vehicle for a **criminal offence or infringement against road safety**;
- proceedings against the driver of the vehicle for the **unlawful transfer of driving** have been initiated as a result of a criminal act or an infringement;

- the elimination of any indemnity, claim or restitution against the driver of the vehicle;
- avoidance of a contractual obligation on the driver of the vehicle (e.g., **dispute over a parking surcharge**).

For more details on **general exclusions**, see **Section 2.2.1**.

When does the insured event occur?

Insured events occur at the following times:

- in the case of legal defence for damages, the date of the personal accident;
- in the case of criminal law and infringement legal defence, the actual or presumed date of the infringement or criminal act;
- in the case of contractual legal defence, the date on which the breach of contract was actually or allegedly committed.

2.1.4.3. Roadside assistance (base)

If your vehicle is involved in an accident or malfunction, we will attempt to repair your vehicle on site.

If this fails, we tow the vehicle and transport the passengers.

Call us as soon as you get in trouble

- **from Hungary on +36 (80) 104 122**,
 - **from abroad on +43-1-525-03-6552 or on +36 (1/20/30/70) 421-1-421**
- to agree on exactly what service we will provide and what invoice we can accept.

For **details on the service**, see **Section 2.4.3.4**.

Who can use the service?

Everyone (i.e., the insured party) **who travels in the vehicle at the time of the accident** can use the service.

If more people travel with the vehicle than the number of seats available then as many people can use the service as the number of seats.

When can you use the service?

On-site assistance and vehicle transport

If your vehicle is damaged, destroyed or does not function well and therefore:

- you cannot continue to travel with it, or
- you cannot use it under the Highway Code,

then **we will provide on-site assistance by prior telephone consultation.**

If we are unable to repair your vehicle within an hour, then:

- **we transport** the vehicle **to a repair shop** (vehicle transport), and
- we contribute to the cost of **onward travel.**

It is considered **damage** or **destruction** if the vehicle:

- is subject to breakage (own damage) due to a personal accident;
- is damaged by fire or explosion;
- is damaged by a NatCat (according to Section 2.1.4.5);
- is subject to glass damage (according to Section 2.1.4.12).

The following are considered **failures**:

- an unexpected technical event that causes the vehicle to become inoperable;
- the battery is running off;
- the vehicle's lights do not work;

Roadside assistance (base) overview

Service	Event			
	Failure	Damage or destruction of the vehicle	Vandalism	Theft of the vehicle
On-site assistance max. with 1 hour work	•	•		
Vehicle transport, charging battery of electric vehicles	•	•		
Transport of persons up to 50 km	•	•	•	•
Information service	•	•	•	•

- the wipers fail;
- a seatbelt fails;
- the alarm system fails.

Transport of persons

We provide transportation of persons if **you are unable to continue your journey with the vehicle** because:

- the vehicle **fails, is damaged, or is destroyed** as described above;
- the vehicle **is damaged by vandalism**;
- the vehicle gets a **flat tyre**;
- of **misfuelling** or insufficient fuel, or the running out of the battery of an electric vehicle;
- of **theft** of the vehicle or its accessories;
- the **ignition key** or other device necessary to open or start the vehicle is lost, becomes unusable or is locked in the vehicle.

Information service

In addition, **we provide information** by telephone on the nearest petrol station, service and road conditions at any time, even if you have not had an accident.

You can use any of our assistance services any number of times.

The only exception is a **discharged battery**, for which we can provide assistance **up to twice per insurance period.**

Theft of parts and accessories	Flat tyre	Lack of fuel, discharged battery of electric vehicles	Misfuelling	Key problem (loss, closure, damage)
•	•	•	•	•
•	•	•	•	•

A detailed description of each service can be found in Sections 2.1.4.3 and 2.4.3.4.

When can you not use the service?

We do not reimburse costs that have not been approved in advance.

We provide on-site technical inspection, but **do not reimburse:**

- **the cost of repairing the vehicle**, including the cost of purchasing accessories, spare parts or the cost of diagnostics;
- **costs related to the movement of the vehicle** (e.g., fuel, toll)
- cost of **charging of the electric vehicle's battery**;
- **the cost of damage caused by the vehicle's load.**

Parking fees and penalties will only be refunded if we have transported the vehicle to the car park.

We also do not reimburse the following:

- the **loss of income** of the driver and/or passengers,
- the **loss of income from the transport of passengers** for a fee,
- compensation for **sustained personal injuries**,
- the cost of replacing or purchasing the **vehicle key** or the device essential for opening or starting the vehicle,
- the cost of purchasing **new tyres or seat belts.**

We do not provide a service if:

- the vehicle **does not have a valid registration certificate**;
- the vehicle is damaged because the driver is causing damage or intends to cause damage to themselves.

We may be able to provide assistance with a delay in the following cases:

- strike, mass movement, civil disobedience, revolution, terrorism, civil war, nuclear disaster, or
- other force majeure.

In this case, we will not reimburse any damage or expenses resulting from the delayed service.

For more details on **general exclusions**, see **Section 2.2.1.**

2.1.4.4. Personal accident (base)

We pay if the driver or the passengers or the driver's attendants die in a personal accident or suffer permanent damage to their health.

For details on the service, see Section 2.4.3.5.

Who do we pay?

If the vehicle is a **passenger car, in addition to the driver, its passengers** are also entitled to the service, but up to the maximum number of seats allowed (they are **insured parties**).

If the vehicle had more passengers than allowed, the injured driver and passengers will be paid proportionately less as described in Section 2.4.3.5.

If the vehicle has a special superstructure or is **not a passenger car, the driver and up to two attendants** are entitled to the service (they are insured parties, but the passengers are not).

If more than two attendants have travelled in the vehicle, the injured driver and attendants will be paid proportionately less as described in Section 2.4.3.5.

If someone dies, we pay **the heir of the deceased**, or the beneficiary.

If you wish, you **can also specify a beneficiary.**

Further details on the beneficiary can be found in Annex 2.

When do we pay?

We pay if:

- the insured party, while driving or travelling in the insured vehicle, suffers a personal accident during the validity of the contract; and
- the accident occurs against the driver's will, suddenly under external influence; and
- the accident results in the insured party dying within one year or suffering permanent health damage of more than 30% within two years.

When do we not pay?

We do not consider it an insured event, so we do not pay if the insured party is injured or dies when:

- **getting out** of the vehicle
- **getting in** the vehicle
- **parking** the vehicle,
- **is staying in the parked vehicle.**

We do not consider it an insured event, so we do not pay if the traffic accident:

- occurred as a result of or in connection with a terrorist act and **the driver took an active part in the terrorist act**;
- the death was due to an attack on real property, parts thereof or movables **using information technology devices**;
- occurred because the driver was under the influence of **alcohol, drugs, or other psychoactive substances**.

We do not pay if the insured party suffers a traffic accident that causes injury or death because:

- they were taking **medication** without a doctor's recommendation or not in prescribed doses;
- **their mind or consciousness** was confused;
- **they lost consciousness**;
- committed or attempted **suicide**;
- intentionally committed **a serious criminal offence**.

We do not pay if the insured party suffers a personal accident that causes injury or death due to a **bodily injury caused by themselves or with their consent by another person who is not medically qualified**.

We do not pay **for the person who steals the vehicle or takes it arbitrarily**.

We do not pay for damage or loss of body parts and sensory organs that **were permanently damaged before the accident**.

We do not pay if we can prove that the death of the insured party was due to the **intentional conduct of the beneficiary**.

For more details on **general exclusions**, see **Section 2.2.1**.

2.1.4.5. NatCat

We pay if your vehicle is damaged due to a natural disaster, e.g., damaged or destroyed by windstorms, hail, landslides or floods.

For **details on the service**, see **Section 2.4.3.2**.

Who do we pay?

We pay the owner of the vehicle (they are the insured party).

When do we pay?

We pay if any of the following natural disasters damage your vehicle, its parts or accessories:

- **lightning strike** (if lightning strikes the vehicle directly)
- **earthquake** (if it reaches level 5 on the EMS scale)
- **landslides**, stone and land slip, the collapse of a natural cavity or subsoil structure
- **windstorm** at least 15 m/s, thunderstorms
- **floods**, inland waterways, other floods
- **hail**, falling snow mass and snow pressure
- **overvoltage** that reaches the electric vehicle **during the intended charging** via the charging cable.

When do we not pay?

We do not pay if the damage:

- is caused by one of the **windows (roof window), door, roof, cover, bonnet of the vehicle** being missing or **open**;
- caused by **prolonged or regular environmental pollution or damage** (e.g., continuous, strong UV radiation wears off the polish);
- caused by **induction overvoltage** (e.g., due to the effect of lightning).

For more details on **general exclusions**, see **Section 2.2.1**.

2.1.4.6. Fire, explosion

We pay if your vehicle is damaged or destroyed by fire or explosion. We also pay if the battery, the charging cable, the wall box or the adapter of your electric vehicle, as described in point 2.1.2.2. is damaged or destroyed by fire or explosion.

For **details on the service**, see **Section 2.4.3.2**.

Who do we pay?

We pay the owner of the vehicle (they are the insured party).

When do we pay?

We pay if your vehicle, or the battery, the charging cable, the wall box or the adapter of your electric vehicle, as described in point 2.1.2.2. is damaged:

- **in case of an explosion or fire due to a malfunction**, provided that the vehicle has been properly operated;
- **in an external fire** that spreads to the vehicle or to the battery, the charging cable, the wall box or the adapter of your electric vehicle, as described in point 2.1.2.2.

When do we not pay?

We do not pay if the damage is caused by:

- using or maintaining the vehicle **improperly**;
- not using the vehicle **in accordance with the manufacturer's instructions**;
- **conversion or modification** of the vehicle .

We do not pay if **the damage is caused by flammable material** transported by the vehicle improperly or without a permit.

For more details on **general exclusions**, see **Section 2.2.1**.

We do not pay if we can prove that the fire and explosion damage was caused by a serious violation of the fire safety (fire protection) regulations by the insured party, you (the policyholder) or other person indicated in Section 2.2.1.3.

2.1.4.7. Animal collision

We pay if an animal is hit and your vehicle is damaged as a result.

For **details on the service**, see **Section 2.4.3.2**.

Who do we pay?

We pay the owner of the vehicle (they are the insured party).

When do we pay?

We pay if someone **hits an animal** with your vehicle and that directly causes damage to the vehicle.

When do we not pay?

We do not pay under this coverage if:

- the damage occurs in such a way that the vehicle does not collide with an animal (e.g., when you have tried to avoid a collision);
- the damage is not caused directly by the collision with the animal.

For more details on **general exclusions**, see **Section 2.2.1**.

2.1.4.8. Roadside assistance (extended)

If your vehicle is damaged, destroyed or failed as described in the provisions on base roadside assistance (Section 2.1.4.3), we will provide additional services compared to the base assistance service.

Call us as soon as you get in trouble

- **from Hungary on +36 (80) 104 122**,
 - **from abroad on +43-1-525-03-6552 or on +36 (1/20/30/70) 421-1-421**
- to agree on exactly what service we will provide and what invoice we can accept.

Roadside assistance (extended) overview

Event

Service	Event			
	Failure	Damage or destruction of the vehicle	Vandalism	Theft of the vehicle
On-site assistance with up to 1 hour of work	•	•	•	
Vehicle transport, charging battery of electric vehicles	•	•	•	
Replacement vehicle	4 days/ twice a year	6 days	6 days	6 days
Accommodation ³	•	•	•	•
Return home ³	•	•	•	•
Transport of persons up to 100 km	•	•	•	•
Organisational service	•	•	•	•
Travel to the discovered vehicle				•
Transport of mortal remains		Only in the event of a road accident		
Wreck removal		HUF 50,000	HUF 50,000	

¹ According to tyre replacement service (Section 2.4.3.4)² According to the fuel courier service (Section 2.4.3.4)³ You can choose to accommodate or travel home.

The services are described in detail in Section 2.4.3.4.

Theft of parts and accessories	Flat tyre	Lack of fuel, discharged battery of electric vehicles	Misfuelling	Key problem (loss, closure, damage)
•	• ¹	• ²	•	•
•	• ¹	• ² twice a year for electric vehicles	•	•
6 days			4 days/ twice a year	4 days/ twice a year
•			•	•
•			•	•
•	•	•	•	•
•	•	•	•	•

As soon as you got in trouble,
call us to agree what service we will provide.

Reduced roadside assistance

If you have an **OEM assistance service** for your vehicle, you can decide to choose our reduced assistance service. Then the coverage premium will also decrease.

If you choose this option, **you must first contact OEM assistance in the event of damage**. We only provide service in cases or to the extent that it is not covered by OEM assistance.

You can use the reduced assistance service until the manufacturer's assistance service expires. We will then automatically amend your contract to include the total extended roadside assistance. At the same time, the coverage premium will be changed to the total extended roadside assistance premium.

Who can use the service?

Everyone (i.e., the insured party) who travels in the vehicle at the time of the accident can use the service. If more people travel with the vehicle than the number of seats available then as many people can use the service as the number of seats.

When can you use the service?

We provide services in the same cases as for base roadside assistance coverage (Section 2.1.4.3), but the extended coverage also includes the following services:

- **replacement vehicle**
- **accommodation or return home**
- **tyre replacement** (in case of a flat tyre)
- **fuel delivery service** (if you run out of fuel while driving)
- **transport of mortal remains**
- **return for a recovered vehicle**
- **vehicle scrap removal**
- **organisation service** (flight and train ticket booking, hotel reservation, taxi order)

In the table on the previous page, you can check which service we provide in which case.

We provide **replacement vehicle, accommodation and return home** services if:

- the vehicle has been stolen, or
- in the case of damage to or failure of the vehicle:
- we organised the vehicle transport,
- your vehicle cannot be repaired that day, and
- the problem is not a flat tyre or caused by running out of fuel.

In addition, we provide **accommodation** services only if the theft, damage or failure occurs more than 50 kilometres from the driver's or owner's place of residence.

Each passenger in the vehicle can choose only one of the **accommodation and return home** services.

If the vehicle is destroyed (according to Section 2.1.4.3), a vehicle scrap removal service will be provided.

When can you not use the service?

We will not provide a service when we do not provide a service under the base roadside assistance coverage (see Section 2.1.4.3).

In addition, we do not reimburse any other hotel costs incurred in addition to the hotel's basic nightly accommodation fee.

For more details on **general exclusions**, see **Section 2.2.1**.

2.1.4.9. Personal accident (extended)

We pay if the driver or passengers of the vehicle or the driver's attendants die in a personal accident or suffer permanent health damage.

For **details on the service**, see **Section 2.4.3.5**.

Who do we pay?

We pay for the same persons as in the case of base personal accident coverage. Further details on the beneficiary can be found in Section 2.1.4.4. and Annex 2.

When do we pay?

We pay in the same cases as for base personal accident coverage.

When do we not pay?

We do not pay in the same cases as for the base personal accident coverage.

For more details on **general exclusions**, see **Section 2.2.1**.

2.1.4.10. Theft

We pay if

- your vehicle or its accessories are stolen, or
- the battery, the charging cable, the wall box or the adapter of your electric vehicle, as described in point 2.1.2.2. is stolen or
- damage is caused to the vehicle by attempting to steal it, its accessories, or valuables in the vehicle, or
- damage is caused to the vehicle by attempting to steal the battery, the charging cable, the wall box or the adapter of your electric vehicle, as described in point 2.1.2.2.

For **details on the service**, see **Section 2.4.3.2**.

Who do we pay?

We pay the owner of the vehicle (they are the insured party).

When do we pay?

We pay if:

- **the locked vehicle is arbitrarily taken away or stolen;**
- **a vehicle part or accessory** (including the battery, the charging cable or the adapter of your electric vehicle, as described in point 2.1.2.2.) **is stolen** from the vehicle or its enclosed interior;
- **the vehicle, its part or accessory is robbed;**
- **other property is stolen** from the locked vehicle and **thereby damage is caused to the vehicle;**

- the **wall box** of your electric vehicle, as described in point 2.1.2.2., being fixed and installed professionally is **taken away or stolen** from the **private property** of the policyholder or the insured. (Private property means a real estate owned or exclusively used by the policyholder or the insured or their close relatives.)

We will also pay if any of the above is **attempted and thereby damage is caused to the vehicle or to the battery, the charging cable, or the adapter** of your electric vehicle, as described in point 2.1.2.2. or to the **wall box** described above.

A vehicle is considered to be locked if:

- it was only possible to get into the vehicle by wrecking or bypassing the protection system; and
- the security devices presented at the time of contracting or subsequently notified (e.g., immobilizer, gear shift lock, alarm system, GPS tracker) were operational and switched on at the time of the incident (they were in a state ready to protect the vehicle); and
- you possess all the devices to open the vehicle (e.g., key, code card, starter card).

A **motorcycle** is considered to be locked if the steering lock has functioned as intended and was in a closed condition.

When do we not pay?

We do not pay if:

- the vehicle is **embezzled**;
- the vehicle has been **rented**;
- **the vehicle registration document** is in the vehicle;
- there is **no police report or minutes** taken on the theft;
- the damage occurs when the lawful user of the vehicle **attempts to recover** the vehicle from the perpetrator who uses force to keep the vehicle.

For more details on **general exclusions**, see **Section 2.2.1**.

We do not pay if we can prove that:

- the device enabling the vehicle to be started or taken away (e.g., ignition key, code key, ignition card, key or code required to deactivate the protection) has remained unlocked or unguarded, and
- this device has been acquired in advance, and
- the vehicle was stolen using it.

2.1.4.11. Vandalism

We pay if your vehicle is damaged by vandalism.

For **details on the service**, see **Section 2.4.3.2**.

Who do we pay?

We pay the owner of the vehicle (they are the insured party).

When do we pay?

We pay if a **third person intentionally damages the vehicle**, its parts or accessories.

When do we not pay?

We do not pay **if there is no police report or minutes** on the case.

We do not pay under this coverage if:

- the damage **was caused by another vehicle**;
- the damage was caused **by an attempt to seize, steal or rob the vehicle**, its parts, accessories or other property from the vehicle (see Section 2.1.4.10).

For more details on **general exclusions**, see **Section 2.2.1**.

2.1.4.12. Glass

We pay if the windscreen or other glass surface of your vehicle cracks or breaks.

For **details on the service**, see **Section 2.4.3.2**.

Who do we pay?

We pay the owner of the vehicle (they are the insured party).

When do we pay?

We pay if the following parts of the vehicle **are damaged by a sudden force exerted on the vehicle from the outside**:

- **windscreen**;
- side or rear **window glass**;
- **glass roof**.

We will pay for the replacement of the glass if the damage cannot be repaired.

When do we not pay?

If you choose the Max package and the glass is damaged in the above way, then:

- we pay on the basis of breakage coverage, if other than the glass is damaged,
- we pay under glass coverage if only the glass is damaged.

If an event falling within the following coverage causes damage to the glass, we will pay according to that coverage, regardless of the package chosen:

- NatCat;
- fire, explosion
- animal collision
- theft
- vandalism

For more details on **general exclusions**, see **Section 2.2.1**.

2.1.4.13. Own damage

We pay if your vehicle is accidentally damaged.

For **details on the service**, see **Section 2.4.3.2**.

Who do we pay?

We pay the owner of the vehicle (they are the insured party).

When do we pay?

We pay if the vehicle, its parts or accessories are accidentally damaged, i.e., if there is damage to the vehicle due to a sudden external force.

We also pay if the battery, the charging cable, the wall box or the adapter of your electric vehicle, as described in point 2.1.2.2. is damaged accidentally.

When do we not pay?

We do not pay if the damage:

- is caused by **luggage or cargo** (e.g., because it is improperly fastened);
- is caused by a **technical error or defect** as a result of which the vehicle **has not had a valid registration certificate** for more than 60 days.

We do not pay if the damage is due to the following:

- the vehicle was **towed** or trailered **improperly** or another vehicle was towed improperly by the vehicle;
- **accessories were fitted** or removed from the vehicle.

We do not pay on the basis of own damage coverage if the damage qualifies as **theft** (see Section 2.1.4.10).

We do not pay for the following types of vehicles if **work-related damage occurs**:

- a vehicle **with a special superstructure** (e.g., crane, fire extinguisher, ladder, access platform, road cleaning vehicle);
- a vehicle equipped with a **self-loading device**;
- a vehicle equipped with a **tipping load compartment**;
- other vehicles equipped with **work equipment**.

Damage is considered to be **work-related** if it occurs when:

- **work is carried out** by the vehicle superstructure (e.g., during crane lifting, ladder use or tilting of the load compartment);
- **preparing** the vehicle for work or transport;
- **they are used improperly** or move the superstructure (e.g., move with a raised tilt platform, open boom, ladder, lifting basket).

In the case of a **motorcycle**, we do not pay if the damage **did not occur during road traffic**.

For more details on **general exclusions**, see **Section 2.2.1**.

2.1.4.14. Gap insurance

The gap insurance is only valid for a passenger car.

If the vehicle is stolen or it becomes totally damaged within one year of its first registration, we will pay the difference between the new value and vehicle's value at the time of the damage, but not more than 30% of the new value and not more than HUF 6,000,000.

The amount payable is reduced by the cost of repairing the damage if the vehicle was already damaged at the time of the theft or accident. The wreckage value and the deductible are not paid out under the gap insurance either.

By default, the current value at the time of purchase of the vehicle is calculated based on the Eurotax catalogue. If you certify with an invoice or sale and purchase contract that you have purchased the vehicle at a different price from the one in the Eurotax catalogue, the amount on the invoice will be considered the new value of the vehicle.

For **details on the service**, see **Section 2.4.3.2**.

Who do we pay?

We pay the owner of the vehicle (they are the insured party).

When do we pay?

We pay if:

- the vehicle **is stolen** or **becomes totally damaged within one year** of its first registration, and
- the vehicle is a **passenger car** (category "M1" in the registration certificate), and
- **purchased newly in Hungary**, and
- **the vehicle was registered no later than the calendar year following its manufacture, and**
- **you take out the insurance within 6 months of the first registration.**

When do we not pay?

We do not pay under this coverage if the vehicle is a:

- **motorhome**;
- **taxi**;
- **rental car**.

We do not pay either if any insurer **has classified** the vehicle **as totally damaged before the inception date**.

For more details on **general exclusions**, see **Section 2.2.1**.

What are the general exclusions?

In this chapter, you will find out what are the general cases when we do not provide a service. This chapter does not apply to the MTPL coverage.

In Section 2.1.4, you can read about the specific cases for each coverage when we do not provide services.

2.2. WHAT ARE THE GENERAL EXCLUSIONS?

2.2.1. When do we not provide a service?

2.2.1.1. External circumstances

We will not provide service if the damage occurs in connection with any of the following events:

- effects of **radiant, toxic or other dangerous** biological or chemical substances or products or structural modification of the nucleus, (except for radiation treatment used for therapeutic purposes);
- use of **atomic, biological or chemical weapons**;
- a war, civil war or **combat actions**;
- domestic riots, strikes, demonstrations or other **mass movements**;
- **terrorist acts** and preventive measures due to terrorism (with the exception of personal accident coverage, you can read about the exclusions for this coverage in Section 2.1.4.4, for the maximum amount of the service in Section 2.4.3.5);
- military or other **takeover of power**, military administration, **state of emergency** (in the case of personal accident coverage, there is an exception if the damage occurs due to the performance of an official or public service obligation).

We will not provide a service even if the damage occurs as a precedent, consequence, or restraint or prevention of the above events.

2.2.1.2. Damage related to the use of the motor vehicle

We do not provide services based on **casco, legal assistance and assistance** coverage if

- a) the damage occurs in a vehicle participating in a **motor race** or other event (even if the damage occurs while still preparing for the event); or
- b) the cause of the damage is that:
 - the engine sucks **water**;
 - a **rodent** (e.g., mouse, rat) or **predator** (e.g., marten, weasel) damages the equipment or components in the engine compartment or passenger compartment (e.g., chews a wire);
 - the **cooling liquid** freezes;
 - the vehicle is **transformed** without the necessary official approval;
 - the vehicle is used for an intentional **criminal offence** with your or the insured party's consent;
 - You, the insured party or the person driving the vehicle with a permission **escape** official action (and the vehicle is damaged in the process).

2.2. WHAT ARE THE GENERAL EXCLUSIONS?

In the case of a **motorcycle**, we do not provide a service (in addition to the above) if the damage occurs when the motorcycle is:

- used as a taxi, or
- leased (i.e., during the term of the lease).

We do not provide a service based on **casco** coverage if there is no collision and the cause of the damage is a **tyre failure**:

- the air pressure is inadequate,
- its surface detaches,
- it explodes (becomes flat), or
- it wears abnormally (e.g., due to emergency braking).

We do not provide services under the **casco** coverage if the damage

- is attributable to the operation of the vehicle's software, in particular indirectly or directly caused by the autonomous (self-driving) or driver assistance systems of the vehicle or their malfunction,
- resulting from the capacity of the vehicle's traction battery for any reason,
- has occurred in connection with:
 - unsafe, unauthorised or incompatible equipment has been connected to the vehicle;
 - failure to comply with manufacturer's instructions, warnings, recommendations, recalls;
 - the vehicle's electronic accessories or devices are altered, or modified in a manner not in accordance with the vehicle warranty.

2.2.1.3. Unlawful, deliberate and grossly negligent damage

We will not provide a service **if we can prove that** the damage was caused **unlawfully, intentionally or through gross negligence** by:

- **you or the insured party**;
- a **relative** living in the same household as you or the insured party;
- a member **entitled to managing business**, an **executive officer** or an **employee**, a member or an agent holding a position associated with the operation of the vehicle of a legal person insured party.

These provisions shall also apply to breaches of the obligation to prevent and mitigate damages.

2.2. WHAT ARE THE GENERAL EXCLUSIONS?

We list here some examples of cases where gross negligence may be stated, taken into consideration of the circumstances of the unique case. Gross negligence may include, the fact that the driver of the vehicle (or the vehicle towing the insured trailer) **does not have a valid driving licence** at the time of the accident to drive that vehicle (or combination of vehicles).

An exception to this and therefore it is not considered gross negligence if:

- the damage occurs during a **practice or examination** to obtain a licence, where an instructor with an official licence is present; or
- their driving licence was invalid only because they **failed the medical examination**, and
- it cannot be proved that the accident was due to the driver's state of health, or
 - the driving licence is renewed within 30 days of the accident under unchanged conditions.
 - If the driver is unable to attend due to a proven obstacle (e.g., personal injury, hospital care) to the medical examination, the 30-day period shall be calculated from the end of the obstacle.

If the circumstances support it, gross negligence may include, but is not limited to, the following cases leading to a damage:

- the vehicle is driven under the influence of **alcohol, drugs**, other psychoactive substances or medicines that affect the ability to drive (except for personal accident coverage; for the relevant exclusions, see Section 2.1.4.4);
- the vehicle is **overloaded** or is operated or towed improperly;
- the vehicle **is not used for its intended purpose**;
- **more people are traveling** in the vehicle than allowed;
- **the seatbelt has not been fastened** (in which case this part of the damage will not be reimbursed);
- **the vehicle is not suitable for road traffic use**, regardless of whether the registration certificate is valid (e.g., the steering wheel or brake is not working properly, any tyres are in poor condition, or it does not comply with road or weather conditions, e.g., summer tyres are used in winter road conditions).

2.2. WHAT ARE THE GENERAL EXCLUSIONS?

2.2.2. What damage is not covered by the insurance?

We do not reimburse the following on the basis of **casco** coverage:

- the value and value-adding effect of **tuning** (i.e., expenditure to increase performance);
- a part or accessory that has been stored in the vehicle but is **not required** for its intended use and is not required by law;
- **accessories or devices used to transport cargo** (e.g., roof rack, roof box, lashing and fastening elements, ad hoc tarpaulin, net, shield, bicycle rack);
- **fuel, oil and oil additives** (except gear oil);
- **depreciation of the vehicle value**;
- the cost of transporting and purchasing of **an individually ordered part or accessory** for repair;
- cost of **entry into service** the vehicle again after deregistration
- damage or cost that arises because **you are unable to use the vehicle** (e.g., lost profits);
- **a public charge** (e.g. VAT) that the insured party does not have to pay or can claim back;
- **aesthetic damage** to the motorcycle.

It is considered, amongst others, **gross negligence** if the claim is due to the fact that the vehicle is driven under the influence of alcohol, drugs.

What are your responsibilities and those of Allianz?

In this chapter we provide information on Your and our responsibilities under the duration of the insurance cover.



2.3.1. You must tell the truth

When concluding a contract, we will ask you questions about circumstances that are relevant to the acceptance of the contract. You must **answer these questions according to reality**.

That doesn't mean you have to answer everything. However, failure to answer all questions may result in us not being able to enter into a contract with you.

You are responsible for the accuracy of the information provided, even if the offer was not filled in by you but by an insurance intermediary.

In relation to MTPL cover, you must provide, among others, the following:

- the starting date of the insurance (which is the new insurance period for indefinite-term insurance and the starting date of the fixed term for fixed-term insurance),
- if your vehicle was previously insured elsewhere, the name of the previous insurer and the contract number
- the claim history identification number (if any)
- if necessary, the data necessary to determine the non-insurance fee.

These regulations also apply to the insured person.

2.3.2. You must report changes

If, after the conclusion of the contract, your or the vehicle's data change or something happens to the vehicle, you **must notify us thereof within 8 days** in accordance with Section 2.5.8.2. If material circumstances change, you must notify us in writing. In some cases, we may ask you to also document the change.

These regulations also apply to the insured person.

2.3.2.1. If your data change

You must notify us if:

- your name, address, mailing address, bank account number;
- email address or phone number;
- in the case of an economic operator or other organisation, its tax number, registered office or place of business has changed.

If the policyholder is a legal entity, you must notify if it is transformed, dissolved, split, or merged with another legal entity.

If your data listed above change, **we will take it into account from the moment we receive the notification**.

Therefore, before receiving the notification:

- We shall send a statement or notice (including an emailed document) to the last contact we know of, and
- we shall transfer money into the last bank account number we know.

2.3.2.2. If the data of the vehicle change

You must notify us if:

- the registration number, chassis number (VIN) or frame number of the vehicle changes (even if you receive a permanent number plate instead of a temporary one);
- the ownership or operator of the vehicle changes (you must also prove this, e.g., by a contract of sale);
- the vehicle is modified subject to a permit;
- the equipment of the vehicle is changed;
- the vehicle is permanently withdrawn from traffic.

If the vehicle is not on the vehicle register, you must notify us within 15 days if:

- the ownership or operator of the vehicle changes (you must also prove this, e.g., by a contract of sale);
- the official licence of the vehicle is revoked (this must also be proven);
- the vehicle is permanently withdrawn from traffic.

2.3.2.3. If anything happens to the vehicle

You must notify us among others if:

- you lose the vehicle's registration document or registration certificate or these are stolen;
- any vehicle key or other accessory needed to open and start (e.g., start card) is lost, stolen, replaced or copied;
- the vehicle is used as collateral for a claim (e.g., pledged);
- the vehicle is used for transporting dangerous substances;
- the vehicle is used as a rental car, taxi or for passenger transport (rent or lease for more than 1 year need not be reported).

If you have taken out insurance for a **motorcycle**, in addition to the above, **you must report any changes and modifications that change the nature, colour, appearance or value of the motorcycle** (e.g., replacement of trim elements).

2.3. WHAT ARE YOUR RESPONSIBILITIES AND THOSE OF ALLIANZ?

We can only consider the value-adding effect of changes in the event of a claim if you have reported them.

2.3.3. What happens if you don't tell the truth or don't report a change?

If you or the insured person

- **do not tell the truth when concluding a contract, or**
- **do not report the change,**
- **then we don't have to provide a service.**

In this case, we only need to provide a service if you prove that:

- we were aware of the withheld or unreported circumstance at the time of concluding the contract, or
- it did not play a role in the damage event.

This does not apply to MTPL cover. For MTPL insurance, we will also provide services if you have breached your notification or change notification obligations.

Neither you nor the insured person may refer to a circumstance of which either of you should have been aware and which:

- you should have told us, but
- failed to do so.

We will not be liable for any damages resulting from your failure to notify the change.

2.3.4. What happens if important circumstances change?

Certain circumstances affect how risky your insurance is for us. These are called material circumstances.

If the material circumstances were not truly disclosed at the time of concluding the contract, or they change after the conclusion of the contract, we will review your insurance.

2.3. WHAT ARE YOUR RESPONSIBILITIES AND THOSE OF ALLIANZ?

If the these material circumstances significantly increase our risk, we:

- **may propose an amendment to the contract within 15 days of becoming aware of it, or**
- **may terminate the contract in writing with a 30 day notice period.**

You must accept the amendment to the contract within 15 days of receiving it. Failure to do so will terminate the contract on the 30th day after the receipt of the amendment.

The contract can only be terminated this way if we have brought this to your attention in the proposed amendment.

If there are several insured persons in the contract and the significant increase in risk does not affect all of them, we can only amend or terminate the contract of the insured persons concerned.

2.3.5. You must prevent the damage

You are obliged to prevent the damage to the fullest extent possible.

This also applies to the insured party.

To prevent theft, you must:

- when purchasing the vehicle, **make sure that you have received all the keys to the vehicle** and other accessories needed to open and start the vehicle;
- **store** the registration certificate, the registration document and the devices enabling the vehicle to be opened and started **in a safe place** (e.g., on the beach store them in a safe or keep them with you);
- have any locks, devices or equipment **repaired** (including the ignition switch) that have become operable without the original keys (e.g., due to wear);
- ensure without delay the safe storage of the vehicle that cannot be properly locked; and
- **if someone else is using the vehicle, inform them** of these tasks.

If unauthorised persons may have accessed the vehicle keys (remote control, code card, personal identification code), then:

- take immediate action to ensure that the vehicle cannot be operated with these devices, and
- you must also replace the locks and the devices and equipment needed to open the vehicle immediately.

2.3. WHAT ARE YOUR RESPONSIBILITIES AND THOSE OF ALLIANZ?

To prevent an accident, you must:

- keep the vehicle in a roadworthy condition,
- ensure the required maintenance of the vehicle, and
- use the type of tyres suitable for road conditions.

2.3.6. You must mitigate the damage

You must:

- **mitigate the damage as much as you can,**
- **act in accordance with our guidelines** for mitigating damage, failing this, to behave in a manner generally expected in a given situation.

The necessary costs of loss mitigation will be borne by us even if the mitigation was not successful.

These regulations also apply to the insured person.

In the event of damage caused by natural forces, you must:

- remove the vehicle from the area at risk of natural forces as soon as possible (e.g., in the event of a flood hazard);
- fully comply with fire regulations;
- in the event of fire, start extinguishing immediately if this does not endanger your safety.

2.3.7. Our obligations

It is our obligation to provide a service in accordance with your contract if your claim is substantiated.

Allianz is obliged to provide a service in accordance with the contract if the demand is justified.

Claim happened – what comes next?

Being involved in an accident is never pleasant. Unfortunately, it does happen sometimes.

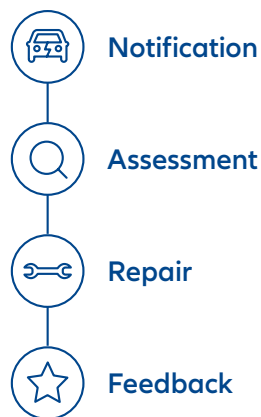
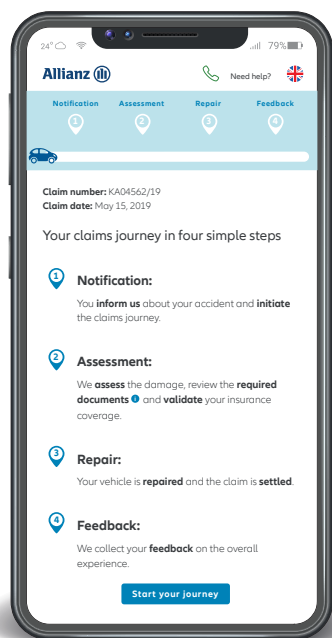
In this chapter, we provide information on the claims settlement process, detailing how repair is made and claims are paid. Annex 1 describes the documents to be submitted for the settlement of claims.

2.4.1. How are claims processed?

If you have an accident, you should immediately:

- switch on the **hazard lights**, put on a reflective vest and place the hazard warning triangle;
- provide **first aid** if necessary and **call an ambulance** (104 or 112);
- call the police (107 or 112) if:
 - **another vehicle is involved in the accident**, especially if the other driver refuses to complete the accident report,
 - **other things have been damaged** (e.g., fences, signs), or
 - **theft** occurred;
- call firefighters (105 or 112) if a **fire or explosion** has occurred;
- if **you need towing**, call our assistance service: +36 (80) 104 122 in Hungary, + 43-1-525-03-6552 or +36 (1/20/30/70) 421-1-421 from abroad;
- if **you collided with an animal**, take photos of the location of the collision.

With the **Online Claims Tracker**, you can track the claim settlement process, which consists of four simple steps:



2.4.1.1. Notification

i) Until when do you have to report the damage?

The time limit for filing a claim depends on which cover applies to the claim. The exact deadlines are stated in the table below.

Cover	Please report damage without delay, but at the latest:
MTPL	if you caused the damage: within 5 working days
	if you are the injured party: within 30 days
casco cover	normally within 24 hours
	if the contract is under risk assessment , then through our online claim reporting page within 24 hours, or via telephone within 1 working day
legal support	within 15 days
assistance service	prior to using our service
personal accident	in the case of disability: within 8 days of the accident
	in the case of death: within 8 days of the death

If you do not report the claim in time and as a result we are no longer able to ascertain the material circumstances of the damage, we may reject your claim.

Once you have reported the claim, you will receive a personalised link to the Online Claims Tracker, where you can track the progress of your claim in real time, 24 hours a day.

The above deadlines are calculated from the time the damage occurred or from the time you became aware of the damage.

2.4. CLAIM HAPPENED – WHAT COMES NEXT?

ii) How can you report a claim?

You can report **MTPL** and **casco** claims:

- **on our website** (www.allianz.hu/karbejelentes),
- **by phone** on +36 (1/20/30/70) 421-1-421;
- **in person** at any of our customer contact points (a list of which can be found on our website under “Branch and Consultant Finder”), or
- **at any of our repair partners** whom you have engaged (a list of which is on our website in the Document Library under the menu item “Claim Reporting and Administration”)

You can also report an **MTPL** claim through the **mobile application** of MABISZ, which can be downloaded at www.ekar.hu.

Don't know who caused you damage?

If you do not know who caused you damage and do not have a Max package, report the claim to MABISZ.

If you have a Max package, report the claim to us.

If you wish to have **legal assistance**, call our partner, D.A.S. Jogvédelmi Biztosító Zrt. at **+36 1 710 1130** (available 24 hours a day, calls charged at normal rate). Please prepare your contract number for the call.

You will then also have to declare that you are seeking legal advice from us or that you would like us to reimburse your legal costs as defined in Section 2.4.3.3.

To use our **Assistance** service, please call **+36 (80) 104 122** in Hungary, + 43-1-525-03-6552 or +36 (1/20/30/70) 421-1-421 from abroad.

If someone has suffered long-lasting health damage or died due to a **personal accident**, you can report it:

- **on our website** (www.allianz.hu/eletkarbejelentes), or
- **by e-mail** to esz@allianz.hu.

2.4. CLAIM HAPPENED – WHAT COMES NEXT?



2.4.1.2. Assessment

Before we can settle a claim, we need to assess the damage (this is called an inspection). **You will receive all the necessary information through the Online Claims Tracker.**

In most cases, you will need to submit electronically all the documents needed to conduct the inspection, such as:

- photographs of the physical damage,
- the accident report form, if it was not uploaded via the MABISZ E-claim report application (the accident report form must be filled in if another party is also involved in the accident),
- a report received from the police or other authority if they were also involved in the case.

If necessary - following the receipt of the documents submitted by you to us in 15 days - we will indicate to you what additional documents and data we need to settle the claim. Documents submitted will only be returned if you specifically request it.

The list of documents that may be requested is in Annex 1 on page 135.

Of the listed documents, we can only request those that are necessary to determine:

- how the damage occurred, and
- how much do we need to pay.

You can prove your damage or costs in other ways, but you must allow the inspection at our request as described in Section 2.4.2.3.

We can't tie our payment to you certifying pending the criminal case or the final closure of the infringement procedure.

If the damage occurred abroad, we may request a certified translation of the documents. You must pay for the translation.

2.4. CLAIM HAPPENED – WHAT COMES NEXT?

If you encounter a technical problem during the electronic upload, or if the quality of the uploaded documents is not good enough for us to carry out the claim assessment, don't worry. In this case, the required inspection will be performed online. If the nature of the damage does not allow this, we will agree with you on the location and time of the inspection. We only conduct claim inspections in Hungary.

If the casco claim inspection is performed by our expert, the damaged vehicle with all damaged parts and accessories must be presented to them. **We only pay for damages you showed us.** An exception to this is if the vehicle, part or accessory has been destroyed or stolen.

You must keep the damaged vehicle unchanged until the inspection, but for no longer than 10 days from the date of notifying the claim. You can only change the condition of the vehicle if this is necessary to mitigate the damage. Following the inspection, we will issue a claim report and propose the next steps in the process of claims.



2.4.1.3. Repair

If your vehicle can be repaired, you can choose from Allianz's extensive network of repair partners, which offers you a number of benefits.

Examples include shorter repair times, guaranteed quality repairs, and direct settlement with the service station (i.e., you don't have to advance the cost of repairs).

Once the repair is done and the vehicle is available, you will be notified via the Online Claims Tracker.

In the case of Casco coverage, the vehicle is considered totally damaged when:

- **the cost of the repair exceeds 80% of the actual value of the vehicle at the time of the damage, or**
- **the vehicle cannot be technically repaired.**

In this case, we do not reimburse the repair cost, but pay the amount determined in accordance with Section 2.4.3.2.

2.4. CLAIM HAPPENED – WHAT COMES NEXT?

In the case of MTPL cover, the vehicle is totally damaged if the amount of the repair and other costs related to the repair of the damage, and any depreciation remaining after the repair, exceeds the difference between the vehicle's value at the time of the damage and the value of wreck.

We can also agree on a settlement with you.

In this case, we undertake to pay within 15 days of the **settlement**.

If the damage occurred abroad:

- the repair must be performed in Hungary;
- you can partially repair your vehicle abroad so that you can continue to travel with it safely, but you must request our consent beforehand;
- if the repair made abroad was not necessary for safe onward travel or exceeded the amount approved by us, the amount payable to you will be determined by taking into account the average fee level in Hungary.

If there was damage, the MTPL and casco premium for the next insurance period may increase. The premium may change even if there was no damage in a given year. You can read more about this in Section 2.5.5.

You can read more about how much we pay and what services we provide in Section 2.4.3. You will find in the description of insurance coverages, in Section 2.1.4, to whom we pay and provide services.



2.4.1.4. Feedback

Once we have settled your claim, we will ask for your feedback through the Online Claims Tracker. Thank you for taking the time to share your experience with us. We highly value your opinion, and commit to continuously work on improving customer experience.

2.4.2. What are your obligations?

2.4.2.1. You must tell the truth about the damage

You must respond to our questions about the damage truthfully with the accuracy expected of you. You should let us verify the information you provide.

If you use legal support or assistance service, you are obliged to answer our service provider's questions in the same way and cooperate with them.

You may also need to report the damage to another insurer or authority, e.g., if you have accident insurance with another insurer. In this case, it is not enough only to report the damage to us, you have to report it separately to them as well.

These provisions also apply to the insured party, the beneficiary and the heir of the insured party.

If the contract includes a reduced assistance service, you must declare in the notification that:

- what OEM assistance services you are entitled to, and
- which of these have been used.

2.4.2.2. You must tell us if your vehicle is found

You must notify us within 15 days if the stolen vehicle, part or accessory (collectively, the property) **is discovered**. We count the 15 days from the time you become aware of this. If we have already paid you for the theft, you must also indicate whether you wish to keep the discovered property.

If you decide you wish to keep the property, we will calculate how much it is worth. If damage occurred during the theft, it will be deducted from its value. You must repay the amount thus calculated within 15 days of the discovery being notified. The amount to be refunded cannot be more than what we paid you.

If you decide that you do not wish to keep the discovered property, you must cooperate with us so that we can sell it to someone else (i.e., you must sign the required documents). If you do not cooperate, we may pass on the resulting damages and costs to you.

These regulations also apply to the insured person.

2.4.2.3. We have the right to check the circumstances of the claim

We have the right to:

- verify the information provided in the claim notification,
- examine the circumstances of the damage,
- inspect the damaged vehicle, part or accessory,
- hold an additional inspection if necessary,
- keep a record of the damage,
- take a photo of the damaged vehicle and its parts and accessories, and
- inspect the vehicle, part or accessory before or after any repairs.

We do all this to determine:

- whether your insurance covers the damage, and
- what is the amount of damage.

You and the insured party must allow us to perform the inspection and any additional inspection.

If the damage was caused by theft, we can check that the locks and security equipment (e.g., alarm system) are working properly.

We have the right to connect a diagnostic device to the vehicle.

The device can be used to retrieve data from the vehicle about the reported claim and any previous damages.

We can use this data:

- for claims management,
- to decide if we pay and, if so, how much we pay, and
- in the event of a legal dispute over damages.

In the event of casco damage, we have the right to mark the following items in an indelible manner or by destruction if we reimburse them for replacement:

- elements of restraint systems,
- windscreen,
- motorcycle components.

2.4. CLAIM HAPPENED – WHAT COMES NEXT?

2.4.2.4. What happens if you do not tell the truth?

We will not pay or provide a service if we are unable to ascertain material circumstances because you:

- **falsely provide or omit** material information or circumstances relating to the damage;
- **do not answer** our questions about the damage;
- **do not allow us to verify** the **information** you provide; or
- **do not report** the damage **in time**.

If you have also reported damage that was not caused by the insured event, we will not pay for repairing it.

These provisions also apply to the insured party, the beneficiary and the heir of the insured party.

2.4.3. How much do we pay and what benefits do we provide?

2.4.3.1. How do we pay an MTPL claim?

Once the injured party has submitted all the requested documents, we will send a proposal for damages within 15 days. The proposed indemnity is justified for each item.

If the injured party accepts our proposal for damages, we will pay within 15 days thereafter.

If we do not receive the required documents, we will respond no later than 3 months from the claim report.

We are unable to pay if

- it is not clear who is responsible for the damage, or
- the amount of damage cannot be determined.

In our response, we explain in detail why we are not paying.

2.4. CLAIM HAPPENED – WHAT COMES NEXT?

If we did not have the MTPL contract of the party causing the damage

Within 8 working days of the report, the case will be forwarded to MABISZ if, at the time of the accident, the party causing the damage:

- did not have a valid contract with us, or
- it is disputed whether their contract was valid.

We will also inform the injured party about this. If we know which other insurer the party causing the damage had a contract with, we will forward the case to them.

How much do we pay?

By default, **we pay based on the repair invoice.**

The amount of VAT is paid only if the injured party:

- **submits a VAT invoice, and**
- **is not entitled to a VAT refund.**

If the injured party does not submit an invoice, we will agree with them on the amount of claim payment. In this case:

- we pay only the net amount of indemnity we calculate, and
- the injured party must ensure that their vehicle is in a suitable condition for road traffic.

If the vehicle has become totally damaged, the amount to be paid is determined by deducting the value of the wreck from the value at the time of the damage.

2.4.3.2. How do we pay a casco claim?

We only pay for injuries that resulted from the insured event (i.e., identifiable with the information provided in the claim report and the description of the event).

Once we have received all the necessary documents, we will pay in HUF within 15 days.

- If the vehicle is stolen, we will pay no earlier than the 60th day after the police report.
- If the vehicle is discovered, we will pay within 15 days of receiving the required documents.

If a financing contract has been concluded for the vehicle (e.g., **loan, lease**) and the financier is also co-insured, we will pay the financier. If the payment is more than the current claim of the financier, the remaining amount is paid to the insured party. Unless the financier is the owner of the vehicle, because then the full amount will be paid to them.

2.4. CLAIM HAPPENED – WHAT COMES NEXT?

The amount payable is determined as follows:

1) we take as a basis:

- in the case of total damage and theft, **the value at the time of the damage of the vehicle, or**
- if the vehicle can be repaired, **the cost of the repair;**

2) this is reduced by deductions (see page 64);

3) we add the costs of damage prevention and mitigation (see page 65);

4) we add the costs of breakdown service, transportation, storage (see page 66);

5) if required, we pro-rate this amount (see. page 66);

6) we deduct the deductible (see page 68);

7) then in the event of total damage and theft we deduct the premium arrears (see page 69).

A vehicle is considered to be totally damaged if it is damaged in a way that the expected payment calculated on the basis of paragraphs 1)-3) reaches 80% of the value at the time of damage. If a vehicle is classified as repairable on this basis, the amount of payment calculated on the basis of paragraphs 1)-3) may not later exceed 80 % of the value at the time of damage.

In addition to the above, a motorcycle is considered totally damaged if the frame is damaged in such a way that

- it is unsuitable for further operation, and
- it cannot be repaired professionally.

The frame is unsuitable for further operation if:

- this fact is confirmed by a mechanic specialising in the repair of the vehicle, or
- the damage and frame deformation are clearly recognisable to the naked eye.

1) Basis for claim payment

The amount on which the payment is based is determined by:

- **calculating the value of the vehicle at the time of the damage if the vehicle has been stolen or totally damaged**, in accordance with paragraph a); or
- **calculating the cost of the repair in all other cases**, in accordance with paragraph b);
- **taking into account the payment restrictions** according to paragraph c).

2.4. CLAIM HAPPENED – WHAT COMES NEXT?

a) Value at the time of damage

The value at the time of damage is determined using the Eurotax valuation method, based on the **second-hand domestic sales price quotation** at the time of the damage (catalogue value).

In the calculation we take into account the following:

- accurate design,
- technical and aesthetic condition,
- damage history,
- mileage of the vehicle, and
- value adjustments affecting current market value.

If there is no domestic catalogue value for a given vehicle, the calculation of the value at the time of damage is based on the data of another vehicle that most closely resembles the insured vehicle in terms of its technical characteristics.

In the calculation we take into account:

- the ratio of the used and new values of the other vehicle according to the catalogue, and
- the difference between the technical characteristics of the vehicles.

If there are no adequate comparative data in the Hungarian Eurotax catalogue, the German Eurotax catalogue is used.

If the German Eurotax catalogue does not contain adequate comparative data (e.g., because the vehicle is special, unique or rare), the calculation of the value at the time of damage is based on another make/type of vehicle that is available in Hungary and having a similar:

- purpose,
- technical parameters,
- year of manufacture,
- mileage, and
- technical, aesthetic condition.

The calculated value at the time of damage must not exceed 115% of the catalogue value (excluding other equipment).

In the case of a **motorcycle**, the maximum calculated value at the time of damage (excluding other equipment) depends on how long the damage occurred after the vehicle was first placed on service:

- If within 3 months, the value at the time of damage may not exceed 95% of the new value at the time of damage;
- if within 3 to 6 months, 90%;

2.4. CLAIM HAPPENED – WHAT COMES NEXT?

- if within 6 to 12 months, 80%;
- if within 12 to 24 months, 70%;
- if beyond 24 months, 65%.

If the insured party declares at the time of the damage that they are not entitled to reclaim the VAT, the gross amount of the value at the time of damage is calculated.

b) Repair cost

VAT on repair costs **will only be reimbursed if:**

- the repair was actually performed,
- we pay the repair on the basis of a VAT invoice, and
- the insured person declares that they cannot claim back the VAT.

We will reimburse costs related to the damage as follows:

- i) material costs,
- ii) working fees, and
- iii) the cost of vehicle identifiers, official markings and documents.

i) Material costs

- the new retail price published by the competent representative office (or, failing that, the manufacturer) of the parts and accessories to be replaced or substituted for the repair of the vehicle;
- the cost of materials to replace hydraulic oil, brake oil and cooling liquid spilled as a direct result of the damage;
- the cost of repair materials for professionally repairable parts (including glass and plastic parts);
- aesthetically or technically justified material costs for painting and corrosion protection in connection with the replacement or straightening of damaged elements;

ii) Working fee

We multiply the time (in hours) required to perform the above operations by the average net hourly rate developed in the Hungarian vehicle repair industry, which is:

- in the case of replacement of parts, the factory standard time,
- in all other cases, the technologically justified time.

iii) Cost of vehicle identifiers, official markings and documents

- if the **registration sticker** or **registration plates** are damaged, the cost of authorising their reproduction and the price of the registration plates (we will reimburse the price of the individually selected or individually produced registration plates only up to the price of the series-produced registration plates);

2.4. CLAIM HAPPENED – WHAT COMES NEXT?

- if the legal regulations require the vehicle **to be re-registered** as a result of the damage, the fee and the duty for the exchange of the registration certificate;
- if the chassis or bodywork bearing the chassis number needs to be repaired or replaced, the following costs have been certified to be incurred in connection with **the replacement of the VIN or frame number:**
 - the fee for the conversion permit,
 - fee for preliminary authentication,
 - the fee for stamping (fitting) the VIN, the frame number, and
 - the fee for the exchange of the vehicle registration document and the registration certificate.

These costs will also be reimbursed for stolen and discovered vehicles if:

- the VIN or frame number has been counterfeited or destroyed; and
- you would like to keep the discovered vehicle (see Section 2.4.2.2).

c) Payment restrictions

i) If the vehicle is **repaired abroad**, we will still only pay the maximum amount that the domestic repair would have cost.

ii) If the **damaged but repairable** part or accessory has been replaced during the repair, we will not reimburse the resulting difference in value.

iii) If a part or accessory that is **assembled or sold in pairs** (e.g., headlights, tyres, shock absorbers) is damaged, we will only pay for the replacement of the damaged element. In the same way, we only pay for the replacement of damaged elements in the case of parts and accessories installed or distributed in sets.

An exception to this is the lock set, in the event of damage to which we will reimburse the replacement of the entire set.

iv) Damage to retrofitted **security devices** (e.g., alarm system) will only be reimbursed if you certify the installation with an invoice. In the case of continuous remote monitoring, you must also prove that you had a valid contract with the remote monitoring service provider at the time of the damage.

v) We will only indemnify for damage to **equipment**, the installation of which can be certified as described in Section 2.1.2.1.

vi) If the vehicle is **not sold in European trade** but has a version manufactured for the European market, the parts will be reimbursed up to the price of the parts in the European version of a technically closest model to the type we have chosen.

2.4. CLAIM HAPPENED – WHAT COMES NEXT?

vii) For electric vehicles, we may ask you to justify additional costs due to special repair requirements (e.g. extra working time, special treatment of the traction battery).

2) Deductions

If the vehicle is totally damaged, the wreckage value according to paragraph a) is deducted from the value at the time of damage calculated according to paragraph 1).

If the vehicle can be repaired, the following shall be deducted from the repair cost calculated in accordance with paragraph 1):

- if a new part or accessory had to be built in, the increase in value referred to in paragraph b), and
- if the restraint systems are damaged, the amount referred to in paragraph c).

a) Wreckage value

In case of total damage and theft, **the gross market value of the wreckage, used parts and accessories** left with the owner is deducted from the value at the time of damage. This value is determined based on the highest offer obtained.

We are not obliged to take over the remains.

If the owner sells the unrepaired remains and therefore has to pay VAT, we will reimburse the VAT on the basis of an invoice, but not more than the VAT on the wreckage value we have determined.

b) Value increase

If a new part or accessory had to be installed for the repair, the value increase of the part or accessory is deducted as follows:

i) We deduct **a value increase from the price of all new parts and accessories if the vehicle is more than 6 years old (in the case of a motorcycle, if it is more than 4 years old)**, counted from the last day of the year of manufacture indicated on the registration certificate.

If the manufacturer's rust warranty is longer than this, we will only deduct the value increase after the warranty has expired. You must prove the duration of the warranty.

ii) We always deduct a value increase from the following parts and accessories:

- parts regularly exposed to **wear and tear** (e.g.: tyres);
- parts that **need replacing** during the operation of the vehicle (e.g.: oil filter);
- **electro-acoustic and navigation parts**, accessories, equipment;

2.4. CLAIM HAPPENED – WHAT COMES NEXT?

- **statutory accessories** for the ordinary use of the vehicle.

iii) A value increase is always deducted if:

- a part or accessory needs to be replaced that was **damaged prior to the claim, and**
- the part or accessory was **not repaired or was repaired improperly**.

iv) **For motorcycles** we do not deduct a value increase if its amount does not exceed HUF 5,000.

v) If **the repair or partial replacement of the traction battery** of your electric or hybrid vehicle **results in an increase of value** due to the increase of performance, we will deduct such value from the amount of payment.

If the whole traction battery has to be replaced, we will deduct an increase of value from the sum paid for the battery, which deduction will be calculated on the basis of the age, condition and life expectancy of the damaged battery.

c) Passenger restraint systems

If parts of the passenger restraint systems (e.g.: airbag, seatbelt) are damaged, we decrease the material cost determined pursuant to Section 2.4.3.2. 1) b) i), namely by 7 percentage points per year depending on the age of the destroyed item.

We do not reduce the calculated material cost if the owner proves with an invoice that:

- a new element was installed during the repair, and
- installation and putting into operation were performed by an authorised workshop.

3) Costs related to the prevention and mitigation of damages

If unauthorised persons have gained access to the keys of the vehicle (remote control, key card or personal code) or it can be assumed that a copy has been made, we will reimburse the following reasonable costs:

- replacement or modification of the affected (undamaged) lock inserts and ignition switch,
- modification of the electronic protection system pursuant to Section 2.3.5.,
- storage of the vehicle for a required period of time.

The replacement of lock inserts, remote controls and key cards removed from the vehicle will be reimbursed if:

- you certify the replacement with an invoice,
- present the vehicle and the removed parts on request,
- the vehicle can no longer be opened by the device previously used for opening, and

2.4. CLAIM HAPPENED – WHAT COMES NEXT?

- upon request, you destroy the disassembled parts in the presence of a person authorised by us, who documents the destruction.

We will reimburse the **certified cost of charging the fire extinguisher** used for fire-fighting (in the case of non-rechargeable equipment, its replacement) if:

- the firefighting was not performed as a public task, and
- with the firefighting you:
 - intended to mitigate the damage, or
 - wanted to prevent damage because the fire posed an immediate danger to the vehicle.

This cost will be reimbursed even if the damage was not mitigated or prevented with the firefighting. We will not deduct a deductible from the cost of replacing lock inserts, remote controls and key cards.

The costs related to the prevention and mitigation of damage, as well as the costs of the breakdown service, transport and storage of the car in connection with the damage, may not exceed HUF 300,000, and in the case of a motorcycle HUF 100,000. This limit also applies to electric vehicles.

4) Breakdown service, transport, storage

We will reimburse the justified costs of the breakdown service, transport and storage incurred in connection with the damage **up to a total of HUF 300,000, in the case of a motorcycle up to HUF 100,000.**

Transport is justified if the vehicle:

- has become inoperable, or
- was damaged to an extent that, in accordance with the law, it cannot continue to participate in traffic.

Storage is justified if the vehicle cannot be locked properly and therefore storage is necessary to prevent theft.

5) We pay proportionately less

Before deducting the deductible, we reduce the amount payable proportionately in the following cases.

a) If you have not notified the conversion of the vehicle

2.4. CLAIM HAPPENED – WHAT COMES NEXT?

In what cases?

If you have converted the vehicle after the conclusion of the contract in such a way that the value of the vehicle has increased and you have not notified us of the conversion.

How much less do we pay?

The amount payable is reduced as the new price valid at the time of concluding the contract compares to the new price of the vehicle achieved by the conversion.

b) If you have taken out insurance for less than the actual value

In what cases?

If you newly purchased the vehicle and indicated less than the invoiced value of the vehicle when concluding the insurance contract.

If you are unable to prove the purchase price paid for the new vehicle at our request, the value of the vehicle will be determined based on the following:

- the Eurotax catalogue value, and
- the equipment in addition to the OEM series.

How much less do we pay?

The amount payable is reduced as the new price indicated at the time of concluding the contract compares to the purchase price confirmed by the invoice, and in the absence of an invoice to the value calculated by us.

c) If you have entered the technical parameters of the vehicle incorrectly

In what cases?

If you paid a lower premium than you should have because the following details of the vehicle were given incorrectly during the conclusion of the contract:

- make,
- model,
- year of manufacture,
- Eurotax code,
- vehicle design,
- performance, or
- cylinder capacity.

How much less do we pay?

The amount payable is reduced as the premium determined on the basis of untrue values compares to the premium due to us on the basis of the actual data.

2.4. CLAIM HAPPENED – WHAT COMES NEXT?

d) If you have not given the use or have not notified a change in use

In what cases?

If the use of the vehicle is taxi, rental car or passenger transport but you have not indicated it when concluding the contract, or if the use of the vehicle was changed later but you have not notified us about it.

How much less do we pay?

The amount to be paid is reduced by 20%.

6) Deductible

a) In the case of a casco claim (except for glass damage) **we deduct the deductible determined in the contract** for each claim from the amount payable.

In case of glass damage, we deduct HUF 50,000 as a deductible.

The deductible is doubled if the collision with the animal or the breakage was caused by:

- exceeding the speed limit by at least 30%, or
- ignoring the stop signal of:
 - the signalling equipment of a level crossing,
 - a light-signalling device used to control vehicle traffic (e.g.: traffic light),
 - a police officer, or
 - a signalman.

b) We do not deduct a deductible for **glass damage** if the damage is repaired without replacing the glass.

The deductible for glass damage decreases to HUF 20,000 if:

- glass replacement is technologically justified, and
- the gross amount of the invoice does not exceed 65% of the sum of the factory material requirements and necessary wage costs, where:
 - factory material requirement: the cost of parts, (auxiliary) materials prescribed or used by the importer or manufacturer;
 - necessary wage cost: wage cost calculated on the basis of technological time requirements and the average hourly wage.

c) If your contract contains a reduction of your deductible (e.g. a clause according to which in certain cases we will only deduct half of the deductible) then we will cal-

2.4. CLAIM HAPPENED – WHAT COMES NEXT?

culate the amount due to you in accordance with points 1) to 6) above and we apply such reduction afterwards.

7) Deduction of arrears

In the case of a total damage and theft, the arrears of premiums due until the anniversary (until the end of the term for a fixed term contract) **are deducted.**

2.4.3.3. What legal support services do we provide?

Legal support services are provided by our partner, D.A.S. Jogvédelmi Biztosító Zrt.

i) What services do we provide?

If you need legal advice because of a traffic accident or in connection with your sale and purchase contract:

- **we provide legal advice by telephone**, or
- **we contribute to your legal expenses**, or
- if required, **we recommend an attorney.**

We contribute to your legal expenses **if you on phone do not seek advice from us**, but:

- from your own attorney-at-law, or
- from an attorney we recommend.

In this case, we will reimburse the costs of advisory service by phone on the basis of an invoice for up to **HUF 10,000 + VAT**, so we won't reimburse your other type of legal costs (arising not due to advisory service by phone), as well as the advisory fees for telephone counseling that exceed the amount of HUF 10,000 + VAT.

We provide payment within 30 days of receipt of the invoice.

VAT is only refunded if you are unable to claim it back.

In the case of **contractual legal support**, we provide legal advice only on the following:

- what rights, facts and circumstances you should pay particular attention to during **sale and purchase**;
- in case of a **dispute**, the order in which you are entitled to the warranty rights, how you can enforce them and how the proceedings take place.

Whether we recommend an attorney to you or you hire your own attorney, the attorney is employed by you. The attorney-at-law is responsible to you for their work; we are not under liability for them.

2.4. CLAIM HAPPENED – WHAT COMES NEXT?

We only provide services in cases that are covered by your insurance (see Section 2.1.4.2.).

ii) When can you call us?

You can call us at any time on the normal rate phone number +36 1 710 1130. If we are unable to respond to your query immediately, we will call you back within one day.

iii) How many times can you use the service?

You can use the telephone advisory service unlimited times and for unlimited duration in an insurance period.

We contribute towards your legal expenses up to once per insured event.

iv) What are your responsibilities?

You **need to cooperate** with the attorney-at-law. If you fail to do so and the advice fails as a result thereof, we are not obliged to provide payment.

You must relieve the attorney-at-law of **their confidentiality obligation** towards us. You should also authorise the attorney-at-law to keep us informed of developments in the case.

You may only take a measure that affects the amount we have to pay if we have given our prior written consent thereto. If we have not provided such a consent, we are not obliged to pay the costs involved.

If **you wish to consult your own attorney** instead of the advisory service by phone we provide, **you must notify us in advance**. You do not have to give advance notice of this fact if there is an imminent threat of damage to you.

If you do not notify in advance that you will turn to your own attorney-at-law, we may reduce the amount paid to the extent of the lesser amount we would have to pay if you turned to our attorney-at-law.

v) Conflict of interest

There is a conflict of interest if:

- several participants in an accident or a sale and purchase transaction have a valid legal defence or liability insurance contract with us, and
- the interests of the participants are not the same.

2.4. CLAIM HAPPENED – WHAT COMES NEXT?

We will notify you immediately of any conflict of interest.

If you hire your own attorney-at-law, you are only required to notify us of:

- the occurrence of the damage, and
- the identity of your attorney-at-law.

vi) Reconciliation procedure

If you do not agree with the advice you receive from us, you may initiate a reconciliation procedure as follows.

1. If you receive advice from us with which you do not agree, you have 14 days to:
 - a. entrust an attorney-at-law **at your own expense** to represent you in the proceedings, and
 - b. tell us who your attorney-at-law is
2. Then, within 14 days we entrust our own attorney-at-law to open the reconciliation procedure.
3. The two attorneys adopt a decision regarding liability within 4 weeks. If the attorneys-at-law reach the same opinion, this decision shall be binding for you and for us.

If you are proved right in the proceedings, we will reimburse you for the costs incurred during the proceedings. If we are proved right or the attorneys fail to adopt a decision within 4 weeks, we will not reimburse you for your costs.

If it turns out in a later lawsuit that you were actually right, we will reimburse you for the costs of the reconciliation procedure.

2.4.3.4. What assistance services do we provide?

By default, you do not have to pay for assistance services; we pay them directly to the appropriate service provider. We indicate separately if different rules apply to a particular service.

i) Base assistance coverage

Roadside assistance

The nearest breakdown truck to you will be sent to the scene, and they will attempt to repair the vehicle to a roadworthy condition within one hour.

2.4. CLAIM HAPPENED – WHAT COMES NEXT?

Vehicle transport

If the vehicle cannot be repaired to a roadworthy condition within one hour, we will **transport it to the nearest authorised brand repair shop according to the brand of your vehicle if available within a 20 km range, if not available within this range, then to the closest repair shop.**

If you have an **electric vehicle** we will transport it to the **nearest specialised repair shop** providing appropriate service.

If for some reason this is not possible immediately, the vehicle will be transported to a guarded parking facility and from there to the repair shop.

Charging of electronic vehicles, vehicle transport

If the traction battery of your electric vehicle is discharged, we will either send a **mobile charger to the spot** (if available) or **transport your vehicle to the nearest appropriate charging station**. You may use this service up to two times per year.

Transport of persons

The driver of the vehicle and passengers will be **transported anywhere within 50 km** by train, bus or taxi.

Information service

We **provide information** by telephone at any time (even if you have not suffered an accident):

- on road conditions,
- branded repair shops and car rentals,
- the nearest petrol stations,
- about the nearest tyre services.

If your vehicle breaks down or is damaged, we will also provide information on:

- what to do after an accident and how to complete the European Accident Statement ('blue-yellow form');
- the telephone number of the nearest repair shop, and the repair options available to you.

ii) Extended assistance coverage

The extended assistance coverage includes all the services of the base coverage as well as those described below.

2.4. CLAIM HAPPENED – WHAT COMES NEXT?

Vehicle transport

If the vehicle cannot be repaired to a roadworthy condition within one hour, we will **transport it:**

- to a **location you designate** within 150 kilometres, or
- **to the nearest authorised brand repair shop for your vehicle brand if available within a 20 km range, if not available within this range, then to the closest repair shop.**

If you have an **electric vehicle** we will transport it to the **nearest specialised repair shop** providing appropriate service.

If for some reason this is not possible immediately, the vehicle will be transported to a guarded parking facility and from there to the repair shop.

Replacement vehicle

If you request, we will **provide a replacement vehicle** as follows:

- **You must conclude a contract with the car rental firm directly, but we will pay the amount of the rent to them** (within the limits set out below).
- The car rental company determines the conditions under which you can rent a vehicle and how you may use it (e.g.: whether you can take it abroad).
- We provide a replacement vehicle that is one category lower than your vehicle, but no more than lower-mid category.
- If you have an electric vehicle we will provide an electric replacement vehicle (if possible) which is one category lower than your vehicle but not more than lower-mid category.
- In the table under Section 2.1.4.8. below, you will find, depending on the cause of the damage:
 - the number of days we pay for the replacement vehicle, and
 - the number of occasions you can use the service each year.

If you need to pick up the replacement vehicle within 50 kilometres of the location where you handed over your own vehicle, we will transport you there.

If your vehicle was stolen, you must first submit a police report and the minutes to us in order to rent a replacement vehicle.

Accommodation

We accommodate the driver and passengers of the vehicle in a 3-star hotel for the justified period of the repair, **but for a maximum of 3 nights, and up to HUF 30,000/person/night.**

2.4. CLAIM HAPPENED – WHAT COMES NEXT?

Return home

If requested, **we will repatriate the driver and any passengers to your place of residence.** The return trip home can be:

- by train (first class),
- by bus, or
- if the journey would exceed 750 kilometres, also by plane (in economy class).

Each passenger in the vehicle can choose only one of the **accommodation and return home** services.

Tyre replacement

If a tyre of the vehicle is flat during a journey, **we will replace the affected tyre on-site.** We use the OEM spare tyre in your vehicle for the replacement.

If several tyres are flat at the same time or there is no spare tyre in the vehicle that can be used, the vehicle will be transported:

- to a location you designate within 150 kilometres; or
- to the nearest authorised repair shop; or
- to a tyre service designated by us.

Fuel delivery

If the vehicle runs out of fuel during a journey, **we will deliver as much fuel to the scene as you require in order to get to the nearest petrol station.**

You have to pay the price of the delivered fuel.

Transport of mortal remains

If the driver or any of their passengers lose their lives in a traffic accident, **we will repatriate their remains** in a coffin or urn to the Hungarian cemetery indicated by the family of the deceased.

Return for a recovered vehicle

If the vehicle is stolen and later found, we will transport **the owner or their authorised representative** to the found vehicle.

2.4. CLAIM HAPPENED – WHAT COMES NEXT?

The trip can take place:

- by train (first class),
- by bus, or
- if the journey would exceed 750 kilometres, also by plane (in economy class).

Vehicle scrap removal

We will reimburse you up to HUF 50,000 for the costs of removing the wreckage of the vehicle. This must be requested in writing from us. The invoice confirming the payment must be attached to the claim.

Transport of persons

The driver and passengers are transported **anywhere within 100 kilometres** by train, bus or taxi.

Organisational service

You can request our assistance with regard to the following at any time:

- booking of flight and train tickets,
- hotel and conference room reservations,
- taxi ordering.

2.4.3.5. How do we pay in the event of permanent health damage or death from a personal accident?

1) How much do we pay per insured person?

		In the case of a permanent disability resulting from a personal accident, if its extent is:		
		In the event of death	31-99%	100%
Basic personal accident coverage	HUF 500,000		Part of HUF 1,000,000 proportional to the extent of the disability	HUF 1,000,000
Extended personal accident coverage	HUF 1,000,000		Part of HUF 2,000,000 proportional to the extent of the disability	HUF 2,000,000

The amount paid is independent of the amount determined by the social security bodies and the services they provide.

2.4. CLAIM HAPPENED – WHAT COMES NEXT?

If **more passengers were travelling than allowed** in the passenger car at the time of the accident, the injured persons are paid in proportion to the total number of passengers allowed (including the driver) in relation to the number of actual passengers.

If **more than two escorts** were travelling on the bus, truck, tractor or vehicle with special superstructure at the time of the accident, the injured persons are paid less in proportion to the number of insured persons (3) in relation to the actual combined number of the driver and escorts.

If the personal accident was caused by or in connection with a **terrorist act**, we provide payment as follows:

- We pay **a maximum of HUF 50 million to an insured person** after an injury or death resulting **from a terrorist act**, regardless of the number and type of personal insurance you have with us. This rule does not apply to contracts that do not contain such a restriction.
- **Within one calendar year**, we pay a **maximum of HUF 1 billion** in total after an injury or death resulting from a terrorist act.
- The HUF 1 billion limit applies not only to the personal accident coverage of Allianz MyCar, but also **to any other personal insurance policies taken out with us, altogether.**
- If we would be required to pay more than HUF 1 billion, we will **distribute the payment proportionally among the insured persons up to this limit.** Amounts previously paid are not made proportionate and are not recovered.

2) When do we pay?

You must submit the documents generated during the first instance medical examination proving permanent disability.

We may require additional medical examinations:

- if the extent of the disability cannot be established definitively at first instance; and
- in the case of a permanent disability not listed in the table at the end of Section 2).

We pay within 15 days of receiving all the required documents.

If the extent of the disability cannot be established definitively at first instance, a doctor appointed by us will examine you. The examination determines the presumed extent of the disability and we pay you accordingly.

2.4. CLAIM HAPPENED – WHAT COMES NEXT?

If you are later diagnosed with a more permanent disability, the difference will be paid within 15 days.

3) How do we determine the extent of a disability?

Only the extent of a permanent disability **resulting from the given accident** is taken into account.

Under permanent disability we mean:

- the loss
- the paralysis, or
- the loss of function of an organ or limb.

The extent of a disability is determined according to the table below by:

- calculating with the corresponding proportion of the percentage indicated in the table in the event of the partial loss of a limb; and
- adding up the individually determined disability percentages in the case of injury to more than one organ or limb. The amount payable in the event of a claim may not exceed the sum insured for 100% disability.

In cases not listed in the table, the extent of a disability is determined by a doctor appointed by us. The doctor will look at how much your ability to work has decreased in general, not how well you can perform the work associated with your occupation.

Damage to body parts and sensory organs: loss, paralysis, loss of function (hereinafter jointly referred to as: 'loss')	Extent of disability as a %
loss of vision in both eyes, loss of both upper arms, lower arms or hands, loss of one arm or hand together with one thigh and lower leg (amputation of upper limb and lower limb), loss of both thighs	100%
loss of both lower legs	90%
loss of one thigh, one upper arm	80%
loss of one lower leg, one lower arm, total loss of speech production ability, total loss of hearing in both ears	70%
loss of right hand of a right-handed person, loss of left hand of a left-handed person (below wrist)	65%
loss of right hand of a left-handed person, loss of left hand of a right-handed person (below wrist)	50%
total loss of one foot (below the ankle)	40%
total loss of vision in one eye	35%
total loss of hearing in one ear	25%

What is the most important information about your contract?

In this chapter, we provide information about the insurance premium and the general rules of the contract, such as possible cases of a change in the premium or the conclusion and termination of the contract.

2.5. WHAT IS THE MOST IMPORTANT INFORMATION ABOUT YOUR CONTRACT?

2.5.1. How can you enter into a contract?

2.5.1.1. Who can enter into a contract?

The insurance contract is concluded between you (the policyholder) and Allianz.

Insurance can be taken out by:

- the operator of the vehicle;
- if the vehicle has only a temporary registration certificate, the owner of the vehicle;
- if the operator of the vehicle has changed (e.g.: because the vehicle has been sold or given away) but this has not yet been updated on the registration certificate, the new owner of the vehicle.

The insured persons of the contract are specified under Section 2.1.4, at the description of each cover. If the policyholder and the insured person are not the same, the insured person cannot enter into the contract in place of the policyholder.

2.5.1.2. What packages can you choose from?

You can choose from four types of packages: **Comfort, Plus, Extra, and Max.**

You can choose the packages without an MTPL cover, with the exception of the Comfort package.

2.5.1.3. For how long can you take the insurance?

If your vehicle has a permanent registration certificate, you can take out an indefinite contract, with one year insurance periods. This means that if you do not terminate the insurance by the end of the insurance period, it will continue for another year.

For details, see Section 2.5.5.

If your MTPL is not taken out on the same day as the casco coverages, the length of the first insurance period for casco and other coverages may differ from the one year period.

If your vehicle does not have a permanent registration certificate, you can only enter into a fixed-term contract. You can only enter into a contract with MTPL coverage, for the duration of the validity of the temporary registration certificate, and for a maximum of 1 year. We agree with you on the validity period of the contract.

2.5. WHAT IS THE MOST IMPORTANT INFORMATION ABOUT YOUR CONTRACT?

The fixed-term MTPL coverage for a vehicle with a **'Trial' registration plate** is only valid if the registration plate is:

- fitted in accordance with the Hungarian Highway Code, and
- used according to the provisions of Government Decree 326/2011 (28 December). In Section 2.6. you can read more about temporary licence plates.

2.5.1.4. When is the contract anniversary?

You can find the **anniversary** of the indefinite term contract **on the policy**.

The anniversary is the last day of the insurance period. If you also have MTPL coverage, the anniversary of the contract is always the same as the anniversary of the MTPL coverage. Thus, if you originally concluded the contract only with casco and other coverages, and later also take out MTPL cover, this will also change the anniversary of the casco and other coverages.

2.5.1.5. When do we start covering the risk?

The risk is covered (i.e. the contract is valid from) **at the earliest from the time when the insurance proposal is received by us.**

You may decide to:

- activate your contract from a later date (however, you can take out MTPL cover up to 60 days later);
- take out the MTPL coverage from a different date than the casco coverages.

If the vehicle must be in the vehicle register and you have not yet been recorded as the operator at the time of concluding the contract, the contract is only valid from the time you are recorded in the register.

The start of the risk cover of other coverages is the same as:

- the MTPL coverage if you have a Comfort package,
- the casco coverages in all other cases.

2.5.1.6. How is the contract concluded?

The contract is concluded as follows:

1. First you submit a proposal to us.
2. We check the data provided.
3. We may inspect the vehicle.

2.5. WHAT IS THE MOST IMPORTANT INFORMATION ABOUT YOUR CONTRACT?

4. We accept, reject or amend the proposal.
5. Finally, we send the policy.

1. You submit a proposal

You indicate to us your intention to take out insurance and provide us with the necessary information. This is called a proposal. You cannot withdraw the proposal for 15 days.

You can submit the proposal, inter alia among others:

- via our website,
- by telephone,
- at the bank branches of our partners,
- at our insurance intermediaries,
- at independent brokers.

The proposal must comply with our tariffs and contracting terms and conditions. When submitting the proposal, you must state that you have received the information required by law. You must submit your proposal on the proposal form used by us.

2. We check the data provided

We may verify the personal data you provide and the details of the vehicle when:

- you make a proposal,
- we conclude a contract,
- we amend the contract, and when
- you notify us that your data have changed.

For the verification, we primarily use the data of the road transport register kept by the Ministry of the Interior (hereinafter: 'vehicle register').

We can only enter into a contract with you if we can identify your vehicle in the vehicle register. An exception to this is if the vehicle is not required to be registered in the vehicle register (e.g.: mopeds). We can conclude contracts for these vehicles without identification.

If the vehicle cannot be identified on the basis of the data provided, we will notify you by text message within 15 days. (The starting date of the 15 days is the date of the delivery of your proposal.)

2.5. WHAT IS THE MOST IMPORTANT INFORMATION ABOUT YOUR CONTRACT?

We have the right to verify your data in the registers because:

- in the case of casco coverages, we have a legitimate interest relating thereto,
- in the case of MTPL cover, Section 49 of the Act on Compulsory Motor Third Party Liability Insurance (hereinafter: 'MTPL Act') requires us to do so.

We must notify the Ministry of the Interior, as the policy registration body, and provide them with the data required by law if:

- MTPL was taken out, or
- the data of the contract change.

If we become aware that the data of your vehicle have changed in the vehicle register, we must also update them in your contract.

3. We may inspect the vehicle

If you wish to also take out casco coverages, a vehicle inspection may be required to assess the risk.

4. a) We accept the proposal

We consider the proposal accepted, and your contract is concluded, if the proposal is not rejected within 15 days.

The 15 days commence from the date of delivery of the proposal.

4. b) We reject the proposal

i) We reject the MTPL cover

The **MTPL** coverage Section of the proposal may be rejected if:

- it **does not comply with our tariffs or insurance terms and conditions**, or
- **during the previous insurance period you had MTPL insurance with us, and we made a declaration for its termination.**

For this, we have 15 days from the receipt of the proposal. In this case, MTPL coverage is not established.

We may also reject it **if you submit the proposal more than 60 days prior to the desired start date of the risk cover**. The part of the contract concerning MTPL coverage concluded on the basis of a proposal submitted more than 60 days prior, is invalid.

2.5. WHAT IS THE MOST IMPORTANT INFORMATION ABOUT YOUR CONTRACT?

We may also reject it **if you already have a valid MTPL contract with another insurer for the same insurance period or part thereof**. The MTPL coverage part of the resulting contract is invalid, even if you have already paid its premium. If you have opted for the Comfort package, the other coverages will also terminate on the day we become aware of the fact that you have an MTPL contract elsewhere.

In all other cases, we are obliged to accept the MTPL coverage part of the proposal.

We notify you of the rejection.

ii) We reject the casco and other coverages

The Section of the proposal relating to casco and other coverages may be rejected **within 15 days of the receipt of the proposal** concerning these coverages. In this case, the casco and other coverages part of the contract will not be concluded. If your proposal contained MTPL coverage and we accepted that coverage, then your contract will be concluded in Comfort package.

We will also **reject your offer if it was submitted more than 60 days prior to the start of the risk cover**.

We notify you of the rejection.

If, during the 15-day risk assessment period, damage occurs that is covered by casco or other coverages, the offer can only be rejected if

- the possibility of this has been explicitly stated in the proposal, and
- based on the nature of the insurance cover requested or the circumstances of the risk cover, it is clear that an individual risk assessment (i.e. inspection or special risk assessment) is required to accept the proposal.

If a casco claim arises during the 15-day risk assessment period, prior to which the vehicle was not inspected, we shall only provide payment in the following cases:

- if you can prove the circumstances of the claim with documents issued by an authority and you have notified us of the claim by telephone within 1 working day, or
- if you have reported the claim to us within 24 hours on our online claim reporting page, and immediately sent proof of the damage.

iii) We refund the premium

If we reject the proposal or a part thereof, we will refund the received premium or the corresponding part within 30 days. If you have provided your account number, we shall transfer it. If you have not provided it, we shall send it to you by post.

2.5. WHAT IS THE MOST IMPORTANT INFORMATION ABOUT YOUR CONTRACT?

4. c) We amend the proposal

i) We amend the MTPL coverage

If the MTPL coverage Section of the proposal does not comply with our tariffs or contracting terms and conditions, we may suggest its amendment within 15 days.

If you do not object to the amendment within 15 days, the contract will be concluded with the amended content, with the risk cover starting from the originally indicated date.

In the amendment, we are obliged to draw your attention to:

- the fact of the amendment, and
- the material deviations from the proposal.

If we do not draw your attention to these, the contract is concluded in accordance with the content of the proposal.

We also notify you via text message of any amendments to the proposal.

ii) We amend the casco and other coverages

We may need to make changes to the casco and other coverages Section of the proposal (e.g.: because you provided incorrect data). In this case, the content of the issued policy will differ from your proposal. **If you do not object to the discrepancy immediately after receiving the policy, the contract will be concluded according to the content of the policy.**

In the case of significant discrepancies (e.g.: we set a different premium), this is only true if the discrepancy was brought to your attention in writing when the policy was delivered. If we did not bring it to your attention, the contract is concluded in accordance with the content of the proposal.

We also notify you via text message of any amendments to the proposal.

4. d) If we do not respond within 15 days

The contract is concluded if we do not respond to the proposal within 15 days, even if the proposal does not comply with our tariffs or insurance terms and conditions. The 15 day period starts when the proposal is submitted.

If the part of the contract concluded in this way concerning casco and other coverages differs from our General Terms and Conditions, we may, **within 15 days**

2.5. WHAT IS THE MOST IMPORTANT INFORMATION ABOUT YOUR CONTRACT?

from the conclusion of the contract, recommend that the contract be amended in accordance with the General Terms and Conditions.

Casco and other coverages can be terminated within 30 days if you:

- do not accept the recommendation, or
- do not respond to the recommendation within 15 days.

We must decide on termination within 15 days of you rejecting the recommendation, or receiving our recommendation.

5. We send you the policy

Once the contract is concluded, we send you the policy (certificate of cover).

2.5.1.7. What can you do if your MTPL cover terminated during the year?

If your MTPL cover was terminated during the year because you did not pay the premium on time, you can only take out MTPL cover with the same insurer for the remainder of the insurance period.

If you re-enter into a contract that has been terminated due to the non-payment of premiums, you must, when concluding the contract, pay:

- the premium for the grace period applicable for the MTPL cover of the terminated contract,
- the full premium due on the new contract until the end of the insurance period, and
- any non-insurance fee (for the period that was not covered by a valid MTPL contract).

We do not provide risk coverage, until you pay these amounts.

The insurance period lasts from the beginning of the risk coverage of the new contract until the end of the insurance period of the terminated contract.

If the non-insurance fee can only be determined after the conclusion of the contract or it changes afterwards, you must pay it within 30 days. If you do not pay it within 15 days, we send you a payment reminder.

If you have to pay a non-insurance fee for a period of more than 120 days, we may allow you to pay it in instalments if justified.

If you extend the re-concluded MTPL contract with casco and other coverages before the insurance anniversary, then you must also pay their premium in a lump sum. You can change the frequency of the premium payments from the next anniversary.

2.5.2. How do we calculate the premium?

In this chapter, you can read about how we calculate the insurance premium:

1. on what basis do we calculate the premium and where can you find out about the tariffs;
2. how the bonus-malus system works in the case of MTPL;
3. what bonus we apply to casco; and
4. how we amend the premium if it turns out that you provided incorrect data when concluding the contract.

The insurance premium is set for one year. The premium for one day is one three hundred and sixtieth of the annual premium.

2.5.2.1. What is premium calculation based on?

a) The MTPL coverage premium

The MTPL coverage premium is calculated on the basis of our premium tariff rate valid on the first day of risk coverage. The premium tariff rates are available:

- on our website in the Document Library, and
- at our customer service locations.

In addition, we publish the premium tariff rates on the websites of the Magyar Nemzeti Bank (National Bank of Hungary) and MABISZ.

By default, we may only change the premium on the next insurance anniversary. An exception to this is if you entered the data incorrectly when concluding the contract. Regarding this case, see Section 2.5.2.4. a).

b) Casco coverages premium

The premium for casco coverages is determined on the basis of the data provided in the insurance proposal and during the contract amendment. During which we consider the following factors:

- the characteristics of the **vehicle**:
 - new or used
 - equipment
 - make
 - technical characteristics
 - year of manufacture
 - new value
 - mode of use (e.g.: taxi, rental car, passenger transport)

- your (the **policyholder's**) characteristics:
 - claims history
 - bonus classification
 - natural person or organisation:
 - if you are a natural person, what your address is and how old you are
 - if you are an organisation, what is your registered office and core activity TEÁOR/NACE code
- the characteristics of the contract:
 - its term
 - through which channel it is concluded (e.g.: via the website or an agent)
 - the undertaken deductible,
 - how and how often you pay the premium
 - whether you request the territorial scope to be extended
 - whether you chose an e-product
 - whether you have your MTPL with us simultaneously with the casco coverage

Discounts and surcharges other than the above may be applied.

You can find out about discounts and surcharges:

- during the premium calculation,
- via our telephone customer service,
- at our Central Customer Service, and
- from your insurance consultant.

If the contract is amended, you can find out about the amount of the premium change from our notifications, as well as via the above channels.

c) Other coverages premiums

The premiums for other coverages is determined on the basis of the data provided in the proposal based on how much risk they pose to us.

2.5.2.2. The MTPL bonus

a) How does the bonus-malus system work?

In the bonus-malus system, **the person who does not cause damage receives a discount on the premium of the MTPL coverage.** The longer you go without causing damage, the higher your bonus rating (hereinafter: 'MTPL bonus') will be and the more discount you will get. If you cause damage, your MTPL bonus will be reduced and you will have to pay more the following year. The more damage you cause, the more your MTPL bonus will decrease.

2.5. WHAT IS THE MOST IMPORTANT INFORMATION ABOUT YOUR CONTRACT?

The system consists of the following classes:

- 10 bonus classes (B1-B10)
- one basic premium class (A00), and
- 4 malus classes (M01-M04).

If you had no previous contract, you will be placed in Class A00.

See page 172 for the detailed rules of the bonus-malus system.

b) How do we determine the MTPL bonus when concluding a contract?

i) Preliminary determination of the MTPL bonus

When we conclude a contract, you declare **your bonus-malus rating**. Based on this, we will determine the MTPL bonus of the contract in advance. You must also provide the name of your previous insurer and the insurance policy number.

The MTPL bonus of the contract will be A00 if:

- you do not declare your MTPL bonus, or if
- you did not conclude an MTPL contract for this vehicle previously.

ii) Final determination of the MTPL bonus

Between the 15th and the 30th day after the start of the risk coverage, we retrieve the data from the claims history register to determine the MTPL bonus. Based on these, **we determine the final MTPL bonus of the contract retroactively by the 45th day**, starting from the first day of the insurance period. In doing so, we also take into account if you have obtained a claims history certificate from a foreign insurer.

If we are unable to identify the details of your MTPL bonus in the register by the 30th day after the start of the insurance period, we will notify you by the 45th day. **If we are still unable to identify the details by the 60th day, the MTPL bonus of the contract will be A00**, with retroactive effect.

If you have provided false information in order to obtain a more favourable MTPL bonus, and if this makes identification in the central claims register impossible, the MTPL bonus of the contract will be classified in the most unfavourable class, M04.

If the final bonus classification differs from the preliminary bonus classification for any of the above reasons, we will notify you accordingly, as well as of the premium payable under the changed MTPL bonus.

2.5. WHAT IS THE MOST IMPORTANT INFORMATION ABOUT YOUR CONTRACT?

We will only adjust the MTPL bonus retroactively after the 60th day if:

- the contract could not be identified and therefore the MTPL bonus was set at A00, and
- after the 60th day, we become aware of the fact that your previous insurer corrected the claims history register.

We will inform you about the modification of the MTPL bonus.

c) How do we determine the MTPL bonus if you have more than one vehicle?

The MTPL bonus does not apply only to the person or vehicle, but to both of them together. Accordingly:

- **if you buy a new vehicle in addition to your existing one, the MTPL bonus for the new contract will be A00;**
- if you have more than one vehicle and you cause damage with one of them, it will worsen the bonus of the given vehicle only, and not that of the other;
- if you buy a used vehicle, you will not inherit the previous owner's MTPL bonus.

MTPL bonuses cannot be exchanged between existing contracts.

d) How and when can you keep your MTPL bonus if you have caused damage?

If you have caused damage to someone else, you may choose to reimburse us for the amount paid to the injured party. In this case, you can keep your MTPL bonus achieved so far.

We will inform you in a letter about this possibility. You have 45 days from receipt of this letter to reimburse us for the damage.

e) What happens if the vehicle is sold or withdrawn from traffic?

If you sell your vehicle, **you can transfer the MTPL bonus from the contract terminated due to the sale within two years to another vehicle.**

You can also transfer the MTPL bonus to a new or an existing contract.

The same applies if the vehicle has been:

- withdrawn from traffic,
- given away,
- stolen,
- totally damaged,
- or your contract was terminated due to any other lapse of interest.

In such cases, you can transfer the MTPL bonus, at the earliest, on the day following termination.

The category of the vehicles must be the same (therefore you cannot transfer the MTPL bonus e.g. from a passenger car to a truck).

2.5. WHAT IS THE MOST IMPORTANT INFORMATION ABOUT YOUR CONTRACT?

Please report the sale or withdrawal from traffic of the vehicle to us as soon as possible. If your previous contract is terminated because you have not paid the premium, you cannot transfer its MTPL bonus to the new contract.

f) What happens if you suspend the contract?

If you suspend the contract (see Section 2.5.6.), you will retain the previously acquired MTPL bonus during the suspension. However, the MTPL bonus will not increase on the anniversary if you suspend the contract for an extended period. (This is because the MTPL bonus only increases if you had a live, i.e. non-suspended, contract for at least 270 days in the year preceding the anniversary and did not cause any damage during that time).

2.5.2.3. The casco bonus

a) How does the casco bonus work?

You can get a discount on the casco cover premium when:

- you enter into a new contract or switch to a larger package, and
- **can prove a damage-free period of at least one year, or the MTPL bonus of your contract or your Allianz MyCar Comfort package is at least B6.**

The longer your damage-free period, or the higher your MTPL bonus, the higher your casco bonus will be. The higher the casco bonus, the more discount you get.

An important difference compared to the MTPL bonus is that **it does not matter who caused the damage** when determining the damage-free period. **All that matters is whether the breakage cover of your insurance was used to settle the damage.**

The system consists of 7 bonus classes, from C0 to C6.

The casco bonus changes annually according to paragraph e), but this does not change the premium. The change in the bonus will be important to you when you take out new insurance.

There is no premium discount if:

- the contract is for a fixed term, or if
- we apply special risk assessment when concluding the contract.

b) How do we calculate the damage-free period?

A damage-free period is calculated if you have previously had a casco contract that:

- applied to the same category of vehicle as the current one (e.g.: both passenger cars),
- extended to breakage cover;

2.5. WHAT IS THE MOST IMPORTANT INFORMATION ABOUT YOUR CONTRACT?

- was terminated a maximum of 2 years ago (calculated from the start of the risk cover of breakage cover concluded now), and
- was not terminated due to a total damage or the non-payment of the premium.

The damage-free period is the period immediately preceding the termination of the above contract, during which there was no breakage (i.e. no damage was settled to breakage cover of the contract).

c) How do we determine the casco bonus of the contract?

You can get a casco bonus higher than C1 if:

- the vehicle's MTPL bonus is at least B6, or
- you have a damage-free period of at least one year.

The exact classification is provided in the following table:

Available casco bonus	If the length of the damage-free period is	If the MTPL bonus is
C1	Less than 1 year	Lower than B6
C2	At least 1 year but less than 2 years	B6
C3	At least 2 years but less than 3 years	B7
C4	At least 3 years but less than 4 years	B8
C5	At least 4 years but less than 5 years	B9
C6	5 years or more	B10

If you meet both conditions at the same time, we apply the bonus class that is more favourable to you.

If you do not meet any of the above conditions, your casco bonus will be:

- C1 if you have never caused damage to anyone, and no damage has been caused to you;
- C0 in all other cases.

You cannot receive a casco bonus for a vehicle based on the MTPL bonus if:

- you have already taken out insurance with casco coverages with us for the vehicle, and
- you have reported a claim on the breakage cover.

If your insurance is terminated with a C0 bonus, you can only take out new insurance for the same vehicle with a C0 bonus until you reach another 1-year damage-free period.

2.5. WHAT IS THE MOST IMPORTANT INFORMATION ABOUT YOUR CONTRACT?

d) How can you certify the damage-free period?

If you have completed a damage-free period with another **insurer**, you must provide the certificate of this in order to receive the casco bonus. The certificate is valid for 60 days.

We can apply the bonus obtained in this way from the beginning of the risk cover if you present the certificate within 90 days from the signing of the proposal. If you only present it after 90 days, the bonus will apply from the date of notification.

You do not have to prove the damage-free period you have with us.

e) How does the casco bonus change?

If you have no breakage during the insurance period (i.e. we do not settle any damage to you breakage cover), **it will increase by one in the following year**. The bonus can be C6 at the most.

If you had a breakage during the insurance period, your bonus will decrease the following year. The more breakages you have, the more it decreases:

- if you had one breakage, by two;
- if you had two breakages, by four; and
- if you had three breakages, by six.

The bonus cannot be lower than C0.

f) How is the casco bonus determined if you have more than one vehicle?

The casco bonus does not apply just to you or your vehicle, but to the two together.

If you have a casco bonus with us for another vehicle when you conclude the insurance contract, **you can exchange the casco bonuses between the two vehicles**.

You can only do so if:

- the two vehicles are of the same category (e.g.: both passenger cars), and
- you earned the casco bonus of the other vehicle based on the damage-free period achieved with us (not on the basis of the MTPL bonus).

g) What happens if the damage is recovered?

If you or someone else reimburses us for the full amount of damages paid, you can keep your casco bonus earned so far.

2.5. WHAT IS THE MOST IMPORTANT INFORMATION ABOUT YOUR CONTRACT?

2.5.2.4. What happens if you give the wrong data when the contract is concluded?

a) We may change the MTPL coverage premium within 60 days

If you do not answer our questions or enter your bonus-malus rating truthfully at the time of concluding the contract, **we may adjust the premium based on the actual data within 60 days of the start of the risk cover**.

The premium is calculated on the basis of the premium tariff rate valid on the first day of risk cover. The amendment shall enter into force retroactively on the same date. We inform you of the amendment.

If you have not paid the contract premium by the date of the amendment, the difference in the premium, together with the original premium, must be paid by the 60th day from the start of the risk cover. If you do not pay the difference within 15 days, we will send you a payment reminder.

If you have paid the contract premium by the date of the amendment, you must pay the premium difference within 30 days of notification.

If you do not pay the premium difference within the deadline, the MTPL coverage will be terminated from the 60th day following the start of the risk cover. If you have already paid the premium for the first 60 days of risk cover, the MTPL coverage will be terminated after the 60th day, on the last date that is covered by premium.

When determining the premium difference, if there is an excess payment of at least this amount on the contract, we will deduct the premium difference from the excess payment. When deducting, we take into account the settlement order specified in Section 2.5.3.3.

b) We may change the casco coverage premium within 60 days

If you omit or provide untrue data that affects the contract premium at the time of concluding the contract, **we may adjust the premium based on the actual data within 60 days of the start of the risk cover**.

The amendment enters into force retroactively on the first day of the risk cover.

2.5.3. When and how must you pay the premium?

2.5.3.1. Until when do you have to pay?

a) With what frequency can you pay?

You can pay the **indefinite** insurance premium:

- in one amount for the whole year, or
- in monthly, quarterly or semi-annual instalments.

You can only pay the **fixed-term** contract premium in one amount.

b) What is the payment deadline?

The insurance premium must be paid in advance.

The first premium is due on the first day of the risk cover (i.e. you must pay it on that day at the latest). The subsequent premium instalments are always due on the first day of the respective premium payment period.

The premium is considered paid when it is credited to our bank account. Please note that **for credit card payments this may take up to 3 working days, and for cheque payments 2 working days.**

If you do not pay the premium by the 60th day from the due date, the contract will be terminated due to non-payment of the premium.

If the contract is amended, the due date may also be amended in accordance with Section 2.5.4.

If you pay the premium of the casco and other coverages late, you may be asked to pay interest as defined in the Hungarian Civil Code for the period of delay. The interest rate for late payment of the premium of the MTPL coverage is defined in the premium tariff rate.

c) How do you pay if your contract was not concluded from the first day of the month?

If the risk cover of any coverage does not start on the first day of the month, **the first premium consists of two parts:**

- the **partial premium** due until the last day of the given month, and
- **the first premium instalment according to the frequency of payment.**

So if e.g. you conclude the contract with a quarterly premium from 21 March, the first premium shall include:

- the partial premium due for the period from 21 March to 31 March, and
- the quarterly premium for the period from 1 April to 30 June.

Following which, you pay according to the chosen premium payment frequency (so in the example above, always a quarterly premium). However, the last premium payment period will be shorter (in the example, from 1 January to 20 March).

If the contract is not terminated on the anniversary, you will again pay a partial premium in the first premium of the subsequent insurance period.

d) How do you pay if the MTPL cover starts later than the casco?

You can conclude the contract so that the risk cover of the MTPL coverage starts later than that of the casco and other coverages. In this case, the first premium for the casco and other coverages:

- is due at the start of their risk cover, and
- covers the period up to the beginning of the risk cover of the MTPL coverage.

From then on, however, you will have to pay the MTPL and casco and other coverages premiums at the same time.

e) How can you pay a premium advance?

You can pay the first premium as a premium advance together with the proposal or before the conclusion of the contract.

You can only pay the premium advance by credit card:

- on the Online Premium Payment page accessible through www.allianz.hu,
- at our insurance agents,
- at our customer contact points, or
- at the bank branches of our partners.

If we accept the proposal, the premium advance will be processed as a paid premium. If we reject the proposal, we will refund it within 30 days. If you have provided your account number, we shall transfer it. If you have not provided it, we shall send it to you by post.

f) How does the payment deadline change if the contract is amended?

If the contract is amended, we will send you a policy and an accounting document. The document will inform you when and how much you have to pay next.

2.5. WHAT IS THE MOST IMPORTANT INFORMATION ABOUT YOUR CONTRACT?

If you originally concluded a contract with only casco and other coverages, and later added MTPL coverage, the payment deadlines will definitely change. After the amendment, you will have to pay the casco and other coverages premium at the same time when you pay the MTPL coverage.

An example of the above case:

1. From 5 January, you have entered into a contract with casco and other coverages, with a quarterly payment.
 - The first premium instalment covers the period until 30 April. and it is due till 6 March.
2. You extend the contract with MTPL coverage from 7 March and wish to continue paying quarterly.
 - From then on, 30 June will be the end the period covered by the next premium instalment as the MTPL coverage prevails.
 - Therefore, together with the first premium for the MTPL coverage, you must also pay the casco and other coverages premiums for the period from 1 May to 30 June, till the 6th May the latest.

2.5.3.2. How can you pay?

You can pay the insurance premium

- **by direct debit,**
- **by credit card,**
- **by bank transfer,**
- **via Dijnet,**
- **by cheque, or**
- **on the basis of a separately concluded client account contract** (if you are authorised to do so).

If you enter into an indeterminate term contract for a passenger car on our website, you cannot choose to pay the premium by cheque.

It is your responsibility to pay the premium on time, even if we do not send a payment order or cheque, or if it is delivered with a delay.

If you pay by cheque and do not receive the cheque on time, we recommend that you:

- pay the premium in another way (e.g.: by bank transfer or by credit card on our website) to avoid any disputes, and at the same time
- notify us that you have not received a cheque.

2.5. WHAT IS THE MOST IMPORTANT INFORMATION ABOUT YOUR CONTRACT?

You may only choose payment via Dijnet, if you have an e-product. The insurance intermediary can only accept cash from you if they have been authorised to do so by us.

You must pay all coverage premiums with the same frequency and with the same payment method. This is always determined by the payment method and frequency you have chosen for MTPL coverage (if any). If you extend your MTPL cover with casco and other coverages at a later date, you can change the chosen payment method and frequency.

2.5.3.3. In what order are payments accounted?

Your payments will always be settled in the following order, pro rata temporis:

1. if you had an MTPL coverage or an MTPL contract with us that was terminated due to the non-payment of the premium, the **premium for its grace period**,
2. any **non-insurance fees**,
3. **the premium of the due MTPL cover**,
4. **the premiums for casco and other coverages.**

Regardless of the policy number you refer to when making a payment, we will settle the premium amount in the order listed above.

2.5.3.4. What happens to excess payment?

The excess payment is normally included in the next premium due, but you can also ask for it to be refunded.

If there is an excess payment remaining at the end of the contract or you pay a premium to us subsequently, we refund it to you without requiring a separate request to do so. If you have provided your account number, we shall transfer it. If you have not provided it, we shall send it to you by post.

2.5.3.5. For how long does Allianz earn the premium?

The insurance premium is due to us as long as we provide the risk cover.

An exception to this is if casco coverages are terminated due to a total damage or theft. In this case, we are entitled to the premium until the end of the insurance period (in the case of a fixed term contract until the end of the term).

2.5.4. How can the contract be amended?

The contract may be amended by:

1. switching between insurance packages,
2. modifying the amount of the casco deductible,
3. expanding the reduced assistance service to full, or
4. the changing of the data or circumstances of the contract.

In Section 2.5.8.2. you can read about the formal requirements you need to meet if you want to amend your contract.

2.5.4.1. Switch between insurance packages

You can, at any time:

- a) switch to a larger package, or**
- b) supplement your Allianz MyCar contract with MTPL cover.**

In the contract amendment application, you must specify when the risk cover of the new coverages should begin. The risk cover may start at the earliest on the day the application is received by us.

On the anniversary of the contract, you can also:

- c) switch to a smaller package,**
- d) terminate the MTPL cover, and**
- e) terminate casco and other coverages.**

We will always send a policy with the amendment.

- a) You can switch to a larger package at any time**

In this case, we have the right to inspect the vehicle. If we decide not to cover the risk, **the amendment may be rejected within 15 days of the start of the risk cover of the new casco coverage.** In this case, the contract continues with the previous smaller package.

We notify you within 15 days about the acceptance or rejection of the amendment. If we do not notify you within 15 days, the amendment has been rejected.

The premium for the casco, assistance and personal accident coverages may change due to the change of package from the first day of the risk cover of the new coverage. The premium for the MTPL cover can only change on the anniversary.

- b) You may supplement your contract with MTPL cover at any time**

If your contract contains only casco and other coverages, you can add MTPL cover to your contract at any time.

In this case, the insurance anniversary of the contract is changed to the anniversary of the MTPL cover.

In Section 2.5.3.1. f) you can read about how the payment deadlines change in this case.

- c) You can switch to a smaller package on the anniversary**

You can only switch to a smaller package on the day of the next insurance anniversary. You can notify us of your intention to switch packages at any time before the anniversary.

- d) You can terminate MTPL cover on the anniversary**

You can terminate the MTPL cover on the next insurance anniversary date, **with the package's casco and other coverages remaining in effect.** The termination notice must be received by us at least 30 days before the anniversary.

If you have a Comfort package, you cannot terminate the MTPL cover on its own, only the entire contract (see Section 2.5.5.2.).

- e) You can terminate casco and other coverages on the anniversary**

You can terminate the casco and other coverages of your Plus, Extra or Max package on the next insurance anniversary date, **with the MTPL cover remaining in effect in the Comfort package.** The termination notice must be received by us at least 30 days before the anniversary.

2.5.4.2. You can modify the casco deductible

You can change the undertaken deductible on the day of the next insurance anniversary. Modifying the deductible also modifies the premium. If you wish to reduce your deductible, we can ask you to present your vehicle.

2.5.4.3. When you switch packages, you can upgrade the reduced roadside assistance service to full

Ha Ön korábban csökkentett assistance szolgáltatást választott, akkor ezt csomagváltáskor kibővítheti a teljes assistance szolgáltatásra. A fedezet díja ennek megfelelően módosul a teljes assistance szolgáltatás díjára.

2.5. WHAT IS THE MOST IMPORTANT INFORMATION ABOUT YOUR CONTRACT?

2.5.4.4. The contract will always be amended if data or circumstances change

If, after the conclusion of the contract, **your or the vehicle's data change or something happens to the vehicle**, you must notify us thereof within 8 days in accordance with Section 2.3.2. The contract will be amended based on the notification.

If the material circumstances affecting the casco and other coverages change, we will review your insurance in accordance with Section 2.3.4.

If there is a change in a circumstance that was taken into consideration when determining the premium for the casco cover, we will adjust the premium.

Such circumstances may include, but are not limited to:

- the method of payment,
- the frequency of payment,
- the purpose of the vehicle (e.g.: taxi, rental car, passenger transport).

The amendment enters into effect on the day when we become aware of the change.

If you modify the contract during the term of the contract and the premium also changes as a result, the amount of the discounts or surcharges may vary according to the tariff applicable to your contract.

The premium of the MTPL cover may only change on anniversaries.

2.5.5. What happens on the anniversary?

The contract for an indefinite term consists of one-year insurance periods. The last day of the insurance period is called an anniversary (see Section 2.5.1.4.).

At least 50 days before the anniversary, we will notify you by letter of:

- **the anniversary, and**
- **the expected premium of the insurance** after the anniversary.

You can terminate the contract on the anniversary without providing any justification, pursuant to Section 2.5.5.2.

If you do not terminate the contract, it will be renewed for another year after the anniversary, as stated in the letter.

2.5. WHAT IS THE MOST IMPORTANT INFORMATION ABOUT YOUR CONTRACT?

2.5.5.1. How is the premium amended?

The **premium of the MTPL cover is adjusted according to the premium tariff rate in force** on the day following the anniversary.

The premium for the casco coverage can increase in two cases:

- **if the cost of repairing the vehicles has increased, or**
- **if the law changes.**

We determine whether vehicle repair costs have increased as follows:

1. We examine the consumer price indices for vehicle parts and vehicle repair and maintenance compared to the same calendar month of the previous year, which are published by the Central Statistical Office (KSH).
2. We check what the value of these indexes were four months prior to the anniversary of your contract.

For example, if your anniversary is in January then we look at the indexes published for September. Should the KSH not publish these price indexes until the end of the 20th day of the third month before the anniversary, then we take into account the preceding indexes being the indexes applicable for the fifth month before the anniversary. Which would be the August indexes if the anniversary is in January as in our example above.

3. If the change of the value of the two indexes taken into account as described in point 2 above reaches +1% in average, then we will increase the premium up to the extent of this average. We will let you know, if the increase of the premium is lower than the average described in the previous sentence.

For example, if the consumer price indexes published by the KSH for the month taken into account according to point 2 above:

- for vehicle parts is 99,0 (which means that this index decreased by 1,0%),
- for vehicle repair and maintenance is 105 (which means that this index increased by 5,0%),

then the average of the two values is $(99+105):2=102$, and the result is +2,0%.

Based on this, the premium may be increased by a maximum of 2,0%.

2.5.5.2. How can you terminate the contract?

You may terminate the contract on the anniversary without providing justification. For this, we require:

- **the termination notice to reach us at least 30 days before the anniversary, and**
- **the contract to be clearly identifiable from it.**

2.5. WHAT IS THE MOST IMPORTANT INFORMATION ABOUT YOUR CONTRACT?

You can also:

- switch to a smaller package,
- terminate only the MTPL cover,
- terminate only the casco and other coverages, or
- modify the casco deductible.

These options are detailed in Sections 2.5.4.1. and 2.5.4.2.

You may not extend or reduce coverages during the termination period.

2.5.5.3. How can we terminate the contract?

We can also terminate the following on the anniversary without providing justification:

- **the contract, or**
- **only the MTPL cover, or**
- **only the casco and other coverages.**

This termination is also subject to the provisions of Section 2.5.5.2.

2.5.6. What happens if the vehicle is temporarily withdrawn from traffic?

You can ask the authority to have your vehicle temporarily withdrawn from traffic. It is also possible for the authority to do this independently (e.g.: because the MOT of the vehicle has expired). The vehicle registration authority will notify us thereof; you do not have to notify us separately.

The exception to this is if you buy a vehicle that has already been withdrawn from traffic. In this case, you must take out MTPL for the vehicle and indicate at the time of concluding the contract that the vehicle has been withdrawn from traffic.

During the period of temporary withdrawal from traffic:

- **the MTPL cover and the other coverages of the Comfort package are suspended, but are not terminated and you do not have to pay the premium,**
- **the casco and other coverages, on the other hand, Fin Plus, Extra and Max packages, remain in effect, therefore you have to pay their premiums.**

2.5. WHAT IS THE MOST IMPORTANT INFORMATION ABOUT YOUR CONTRACT?

Casco and other coverages remain in place because your vehicle may be damaged even if you do not participate in traffic (e.g.: a tree may fall onto it or it may be stolen).

If you do participate in the traffic with the vehicle during this time and cause damage to others, the damage will not be reimbursed (as there is no valid MTPL cover).

We will notify you of the date from which MTPL cover is suspended.

2.5.6.1. What happens if the vehicle is put back into service again?

If the vehicle is put back into service within one year, our risk cover will continue on the same day (i.e. the suspension ends). We will notify you thereof.

You must pay the next premium instalment of the MTPL cover on the day the suspension ends. Other arrangements can also be agreed with us.

2.5.6.2. How long can suspension last?

The suspension may last for a maximum of one year. **If the vehicle is not put back into service within one year, the contract will be terminated on the following day** (see Section 2.5.7.4.).

2.5.7. When is the contract terminated?

The contract is terminated if both the MTPL and casco coverages are terminated. The other coverages are terminated simultaneously.

When a cover is terminated, we no longer provide the service related to it (i.e. we cease to provide risk cover).

It may be that only the casco coverages are terminated, but the MTPL cover remains in effect. In this case, the other coverages of the original package are terminated simultaneously with the casco coverages (i.e. legal support, assistance service and personal accident cover).

The contract is terminated if:

- **You terminate the contract** (see Section 2.5.5.2.), or if
- **we terminate the contract** (see Section 2.5.5.3.).

2.5. WHAT IS THE MOST IMPORTANT INFORMATION ABOUT YOUR CONTRACT?

The contract is also terminated if:

1. **you fail to pay the premium on time,**
2. we reject the risk cover,
3. you are not registered as an operator,
4. **the vehicle is withdrawn from traffic,**
5. **the operator of the vehicle changes,**
6. **the vehicle is totally damaged or stolen,**
7. the vehicle is registered abroad,
8. an insured event can no longer occur (impossibility), or if
9. we mutually agree on it.

We will notify you of the termination of the contract within 30 days (and of the termination of the MTPL cover due to non-payment of the premium within 15 days). If we find out later that the contract has been terminated, we will notify you within 30 days of becoming aware thereof.

We will not notify you if you **concluded** the contract **for a fixed term** and the insurance period has expired. In this case, the contract is terminated without any further action.

2.5.7.1. If you do not pay the premium in time

a) MTPL cover

If you do not pay the premium for the MTPL cover by the payment deadline, we will send you a payment reminder within 30 days. In this, we also advise you of the consequences.

If you do not pay the due premium within 60 days of the payment deadline, the MTPL cover will be terminated from the same day. If you have already paid the premium for these 60 days, the MTPL cover terminates on the day up to which you have paid.

If you later wish to take out MTPL cover again, you must proceed pursuant to Section 2.5.1.7.

b) Casco and other coverages

If you do not pay the premium for the casco and other coverages by the payment deadline, we will send you a payment reminder. In the payment reminder:

- we provide you with an additional payment deadline (the additional deadline must be at least 30 days later than the date on which the payment reminder is sent), and

2.5. WHAT IS THE MOST IMPORTANT INFORMATION ABOUT YOUR CONTRACT?

- we advise you of the consequences of continued non-payment.

If you do not pay the due premium by the additional deadline, the casco and other coverages will be terminated retroactively from the due date. If you have partially paid the premium, the coverage will be terminated retroactively from the date of premium settlement.

If the contract also contained MTPL cover, it shall remain effective.

In the next insurance period, you can only receive a package discount for the joint conclusion of MTPL and casco if you restore the casco and other coverages according to paragraph c) by the anniversary.

The casco and other coverages do not terminate if we claim the payment in court without delay.

c) Restoration of casco and other coverages

Casco and other coverages can be restored if:

- you have paid the arrears of the casco and other coverages and the premium instalments due in the meantime;
- you declare that there was no damage between the date of termination and date of restoration of the risk cover; and
- we agree on the restoration.

In addition, we can inspect your vehicle before deciding on the restoration.

The mere fact that you pay the arrears in premiums does not restore the contract.

2.5.7.2. If Allianz rejects the cover

It may happen that you take out casco coverages from a later date than the MTPL cover. In this case, the contract is concluded, but the casco coverages are not yet in effect.

If, on the basis of the review, we decide not to cover the risk, the casco coverages will terminate from the start of their risk cover.

2.5.7.3. If you are not registered as operator

On the 30th day after the conclusion of the contract, we check whether you are the operator of the vehicle according to the vehicle register. Of this, we notify you

2.5. WHAT IS THE MOST IMPORTANT INFORMATION ABOUT YOUR CONTRACT?

in advance via text message. **If you are not the operator, the contract will be terminated.**

If you take out the MTPL cover from a later date than the casco and other coverages, we will again check the operator.

It may happen that you incur a casco damage before the contract is terminated as described in the first paragraph of this Section 2.5.7.3. In this case, we will pay only if you prove that you were the registered operator of the vehicle when the damage occurred, or that you have already applied for your registration in the vehicle register by that time.

2.5.7.4. If the vehicle is withdrawn from traffic

The contract is terminated by lapse of interest if:

- **the vehicle is permanently withdrawn from traffic, or if**
- **the contract is suspended for more than one year (see Section 2.5.6.2.).**

The contract terminates on the date,

- on which the vehicle is permanently withdrawn from traffic, or
- on the day following the anniversary of the temporary withdrawal.

The premium paid for the following period is refunded to you. If you have provided your account number, we shall transfer it. If you have not provided it, we shall send it to you by post.

2.5.7.5. If the operator of the vehicle changes

The contract is terminated by lapse of interest if the operator of the vehicle changes.

The contract terminates on the date,

- on which the operator dies,
- on which the ownership of the vehicle is transferred, or
- on which the operator is deleted from the registration certificate or the corresponding document.

The premium paid for the following period is refunded to you. If you have provided your account number, we shall transfer it. If you have not provided it, we shall send it to you by post.

2.5. WHAT IS THE MOST IMPORTANT INFORMATION ABOUT YOUR CONTRACT?

If the operator dies, the possessor of the vehicle may maintain the contract for 30 days after the decision closing the probate proceedings has become final. To do this, you must report the death to us and pay the due premium.

If the operator is a legal entity and is terminated by succession, the contract is not terminated but is transferred to the successor.

If the ownership or operator of the vehicle has been retroactively changed on the basis of a decision adopted in litigation or an out-of-court or administrative procedure, the contract shall be terminated with lapse of interest on the 30th day after the decision becomes final. An exception to this is if the contract is terminated earlier for other reasons.

2.5.7.6. If the vehicle is totally damaged or is stolen

The casco and other coverages terminate if:

- **the vehicle is totally damaged, or**
- **the vehicle is stolen.**

In this case, we are entitled to the premium of the casco coverages until the end of the insurance period (in the case of a fixed term contract until the end of the term). The unpaid premium of the casco coverages is deducted from the amount payable. We are entitled to the premium of the other coverages until the date of termination.

The **casco and other coverages** terminate on the date of the accident or theft.

The **MTPL cover** terminates on the day the vehicle is permanently withdrawn from traffic. If it is withdrawn from traffic only temporarily, the MTPL cover will terminate 1 year after the withdrawal. The MTPL cover does not terminate if the vehicle is put back into service within 1 year.

2.5.7.7. If the vehicle is registered abroad

The contract is terminated on the day the vehicle is registered abroad (i.e. you receive a foreign registration plate and documents).

2.5.7.8. If no insured event can occur any more (impossibility)

The casco coverage, or the relevant part thereof, is terminated if:

- an insured event (damage) can no longer occur, or

2.5. WHAT IS THE MOST IMPORTANT INFORMATION ABOUT YOUR CONTRACT?

- the insured event has already occurred before the start of the risk cover.

2.5.7.9. If we mutually agree on it

By mutual agreement, we may at any time:

- terminate the contract,
- terminate only the MTPL cover
- terminate only the casco and other coverages, or
- switch you to a smaller package.

If part of the contract remains in force, the provisions of Section 2.5.4.1. shall be taken into account when amending the contract.

If we agree to terminate the contract or part thereof, you may not extend or reduce the coverages until the date of termination.

If the MTPL or the casco and other coverages are terminated, you will no longer be entitled to a package discount in the following year.

2.5.8. Other provisions

2.5.8.1. Handling complaints

If you would like to make a complaint, you can read about the available options and the handling of your complaint in the Data Handling and Customer Information and Supplementary Terms and Conditions document.

2.5.8.2. Contact

a) How can you make a statement regarding your contract?

It is, among others, considered a statement, if you:

- **report a damage,**
- **notify a change, or**
- **initiate an amendment to the contract or terminate the contract.**

You can make a statement to us:

- in person at our customer service, customer contact points, an agent or a broker,
- by telephone,
- via email,

2.5. WHAT IS THE MOST IMPORTANT INFORMATION ABOUT YOUR CONTRACT?

- via our website,
- by post, and
- on an electronic sales platform or channel.

The statement takes effect when received by us. Accordingly:

- if you make a statement to our agent, it is effective immediately;
- if you make a statement with a broker, it is effective only when received by us from the broker.

A statement sent by e-mail is only effective if it is sent from the e-mail address you last provided to us.

In some cases, you may only make a written statement, for example, if you notify us of a change in material circumstances. The requirements for 'written communication' are set out in the Civil Code.

If you want to terminate the MTPL cover, you can do so as follows:

- by telephone, e-mail or via the client portal, but only if you have an e-product, or
- you can send the signed statement by post, or
- you can scan the signed statement and send it by e-mail.

b) Conditions of the e-product

If you choose an e-product, then:

- **you agree to communicate with us electronically,** which means that you provide us your e-mail address and mobile telephone number and accept that we communicate with you through these channels and the Allianz Client Portal; and
- **you are subject to the conditions of usage of the Allianz Client Portal.** These conditions are included in the Data Handling and Customer Information and Supplementary Terms and Conditions.

You must provide an e-mail address and telephone number that are suitable for you to receive our e-mails, text messages and telephone calls.

We are not responsible for any problems caused by the incorrect entry of your telephone number or e-mail address.

We accept no liability for problems arising for the following reasons:

- errors or malfunctions occurring at your mail service provider,
- security settings of your service provider,
- your personal account settings.

2.5. WHAT IS THE MOST IMPORTANT INFORMATION ABOUT YOUR CONTRACT?

Nor do we accept any liability for damages or infringements arising from the above problems.

i) What do we use your e-mail address and mobile number for?

We will use your mobile phone number and e-mail address to fulfil your obligations under the contract.

We will send the documents related to the contract to your e-mail address, e.g.:

- the policy,
- the invoice/accounting document,
- the premium certificate,
- the payment notice,
- the cancellation notification,
- the premium notification,
- the green card, and
- information relating to damages.

The documents are electronically signed. By sending you an e-mail, we comply with our notification obligation pursuant to the MTPL Act.

Letters with information about refunding to us an MTPL claim caused by you (see Section 2.5.2.2. point d) will still be sent by post.

We use your mobile phone number as follows:

- in certain cases to send a text message, and
- if you use an assistance service, our partner and we will keep in contact with you on this number.

ii) Have your contact details changed?

You must notify us within 8 days if your e-mail address or mobile number change. We do not assume any liability for any damages resulting from your failure to notify the change.

The documents related to your contract will always be sent to the last e-mail address provided.

If you delete your e-mail address or telephone number, your e-product discount will terminate immediately.

2.5. WHAT IS THE MOST IMPORTANT INFORMATION ABOUT YOUR CONTRACT?

2.5.8.3. Limitation

The length of the limitation period:

- **for MTPL coverage, 5 years** – unless the rules on liability for damages resulting from hazardous operation apply, in which case it is 3 years;
- **for casco, legal support, assistance services and personal accident coverage, 5 years** – if the limitation period is interrupted, the recommencing limitation period is also 5 years;

The above limitation periods apply if:

- you claim from us (e.g.: claim payment), and also if
- we demand from you (e.g.: the contract premium).

The limitation period begins when the claim becomes due. For compensation arising from personal accident coverage, the starting date of the limitation period is:

- the date on which the death resulting from the accident occurs, or
- in the case of disability, the date of the accident.

For all other claims, the starting date of the limitation period is the date of the circumstance or event on which the claim is based (such as the date of the damage or the due date of the insurance premium). A written order shall not interrupt the limitation period.

2.5.8.4. The most important taxation rules relating to personal accident coverages

This Guide was prepared in accordance with the legislation in force on 1 October 2022.

This guide is not exhaustive and tax laws may be amended at any time.

- Therefore, we request that:
- you keep up-to-date with the referenced legislation, and
- if necessary, you seek assistance from an accountant, tax advisor or tax expert.

a) If you are a private person

If you are a private person, you are required to pay taxes pursuant to Act CXVII of 1995 on Personal Income Tax (hereinafter: 'PIT Act').

2.5. WHAT IS THE MOST IMPORTANT INFORMATION ABOUT YOUR CONTRACT?

In this case, **the premium for personal accident coverage and the payment provided on the basis thereof are tax-free.**

An exception to this is if the beneficiary is not a private person. If the beneficiary:

- is a private entrepreneur, they must pay tax on the payment pursuant to the PIT Act;
- is another legal entity, they must pay tax on the payment pursuant to Act LXXXI of 1996 on Corporate Tax and Dividend Tax (hereinafter: 'Corporate Tax Act').

b) If you are not a private person

If you are a private entrepreneur, you must pay tax pursuant to the PIT Act and Act LII of 2018 on Social Contribution Tax (hereinafter: 'Social Tax Act').

In all other cases, you must pay tax pursuant to the Corporate Tax Act and the Social Tax Act, and perform accounting pursuant to Act C of 2000 on Accounting.

In each case, **as a general rule, you must pay the following on the personal accident premium:**

- **social contribution tax,** and
- **personal income tax.**

Payment under this coverage is taxed depending on who the beneficiary is. **If the beneficiary:**

- **is a private person** then, in most cases, they do not have to pay tax (the definition and extent of tax-exempt or taxable insurance services are contained in the PIT Act);
- **is a private entrepreneur,** they must pay tax pursuant to the PIT Act;
- **is another legal entity,** they must pay tax pursuant to the Corporate Tax Act.

2.5.8.5. Governing law, other legal regulations and documentation

The MTPL cover is primarily governed by the Act on Compulsory Motor Third Party Liability Insurance (hereinafter: 'MTPL Act') (see page 147).

The following legislation shall apply to the contract and to matters not covered by the contract:

- Act V of 2013 on the Civil Code,
- Act LXXXVIII of 2014 on Insurance Activities,
- other relevant Hungarian legislation in force,

2.5. WHAT IS THE MOST IMPORTANT INFORMATION ABOUT YOUR CONTRACT?

- in the case of MTPL cover, the Decree of the Minister of National Economy 21/2011 (10 June)
- regulating the bonus-malus system, see page 172.

In addition to the General Contracting Terms and Conditions and its appendix, the insurance contract includes:

- the proposal,
- the statements made during the submission of the proposal,
- the clauses,
- the policy,
- for the MTPL cover, the published premium tariff rate,
- the Differences from Legal Regulations and Previous Contracting Practices, and
- the Data Handling and Customer Information and Supplementary Terms and Conditions.

The Differences from Legal Regulations and Previous Contracting Practices contains significant deviations from the Civil Code and similar insurance products we have previously offered.

The Data Handling and Customer Information and Supplementary Terms and Conditions contain:

- the key data of Allianz,
- the information on the sale of insurance products (advice, remuneration),
- the provisions on the processing of personal data,
- the rules relating to insurance secrets,
- the information on complaint handling,
- the information on distance selling,
- the electronic contracting rules,
- the terms and conditions of use of the Client Portal, and
- the supplementation of rules on claims handling.

The contract includes all the coverages chosen by you.

We indicate the following on the proposal and policy forming part of the contract:

- the contract number, and
- the identification number of the MTPL, and the casco and other coverages.

Allianz MyCar does not apply to vehicle fleets and border insurance.

Insurance decoded

In this chapter we decode the insurance terminology so you can find comprehensible and simple definitions for the following expressions.

2.6. INSURANCE DECODED

B

Broker

independent insurance intermediary.

D

Date of premium settlement

the day until which the contract premium is paid.

Deductible

the part of the damage to the vehicle, its parts or accessories that you will bear under the contract. The amount of the deductible is established according to the general terms and conditions and indicated in the policy.

E

Electric vehicle

for the purposes of these terms and conditions, means vehicles powered solely by electricity and also hybrid vehicles rechargeable from an external power source with a charging cable, equipped with an electric motor and an internal combustion engine.

Eurotax catalogue

the vehicle database and IT service of the Autovista Group. Based on this, we calculate the value of vehicles and parts. We may use another service provider for this purpose, with the contract still remaining valid. If we change service provider you will be notified.

Eurotax code

the unique identifier issued by the Autovista Group, which clearly determines the vehicle's make, type and OEM series equipment.

F

Flat tyre

one of the vehicle's tyres becomes unusable as a result of pressure loss due to surface damage.

2.6. INSURANCE DECODED

G

Grace period (MTPL)

a sixty-day period following the date when the premium is due. If the premium remains unpaid during the grace period, the contract is terminated on the grounds of non-payment of the premium.

Green card

an international certificate of insurance (card) recognised by the countries that are parties to the Green Card System. The green card is issued by the insurer on behalf of a National Bureau for the operator, to prove the existence of MTPL coverage abroad.

I

Injured party (MTPL)

any person or body entitled to compensation in respect of any loss or injury caused by motor vehicles.

Insurance period

the time interval to which the premium for our risk coverage pertains in the case of contracts made for an indefinite term. The length of the insurance period is 1 year, therefore it does not depend on how often you pay the premium (monthly, quarterly, etc.).

L

Legal assistance

the legal defence service provided pursuant to these Contracting Terms and Conditions.

M

Motor race

a sports event, which:

- is held on a closed racetrack or on a public road section closed to traffic, and
- is organised for motorised vehicles.

Motorhome

a vehicle fitted with a living area superstructure.

2.6. INSURANCE DECODED

N

Newly purchased vehicle

a vehicle that was first put into service in Hungary, and of which you are the first owner.

Non-insurance fee (MTPL)

you have to pay a non-insurance fee for the period for which you should have entered into an MTPL contract but did not have a valid contract. The premium is determined and collected by the insurer with whom you enter into an MTPL contract after the uninsured period. Uninsured periods of the last 5 years may be taken into account when determining the premium. The premium belongs to the manager of the Compensation Fund, the Association of Hungarian Insurers, who also determine its amount. There is no need to pay a non-insurance fee for the period during which the contract is suspended (because the vehicle has been temporarily withdrawn from traffic).

O

Oem equipment

OEM equipment comprises:

- OEM series equipment, and
- all accessories that:
 - the manufacturer installed in or on the vehicle before the vehicle was first sold, and
 - modify the vehicle's the current value at the purchase and the vehicle's value at the time of the accident compared to the Eurotax catalogue value.

Oem roadside assistance

a service primarily consisting of technical assistance provided by the manufacturer or importer of the motor vehicle or by the relevant lead representative. The periods and services of which depend on the make of the vehicle.

Oem series equipment

the vehicle's equipment according to the Eurotax catalogue.

Operator

the operator (authorised operator, holder of authorisation) indicated in the document issued by the competent authority of the country where the motor vehicle is based. Failing this, the owner of the vehicle.

2.6. INSURANCE DECODED

Other equipment

all accessories, which have been fitted to or built into the vehicle in a professional manner after manufacture, and which

- are not part of the OEM equipment, and
- modify the vehicle's the current value at the purchase and the vehicle's value at the time of the accident.

P

Passenger transportation

all passenger transport and related ancillary services that do not qualify as taxis.

Permanent disability

a disability or serious damage to the health of the insured person, due to a traffic accident, if:

- it develops within two years from the date of the accident,
- it is medically stable, and
- the rate of the damage exceeds 30%.

Personal accident (personal accident cover)

an accident suffered by the insured person:

- during the operation of the insured vehicle, and
- in relation to an accident involving another vehicle participating in traffic.

Premium tariff rate (MTPL)

the method used to calculate premiums. Contains:

- the basic premiums for each motor vehicle category and each bonus-malus category, and
- all applicable adjustment factors.

The premium tariff rate is prepared in accordance with the MTPL Act and the Decree of the Minister of National Economy 21/2011 (10 June) regulating the bonus-malus system.

Proposal

a unilateral statement of the policyholder's (your) intention to take out insurance.

Public road

a public road for pedestrians and road vehicles and a private area not closed to public traffic (private road).

2.6. INSURANCE DECODED

R

Registration certificate

under registration certificate we mean:

- a permanent or temporary registration certificate
- a temporary use certificate
- the certificates of slow moving vehicles and motorised bicycles (quads).

Relative

the following persons are considered relatives:

- spouse and registered partner, and their immediate relative and sibling;
- domestic partner;
- fiancé;
- immediate relative, and their spouse and registered partner;
- adopted children, stepchildren and foster children;
- adoptive parents, stepparents, foster parents; and
- siblings, and their spouse and registered partner.

Rental car

a vehicle, which:

- is provided for use to another person for a fixed term (but maximum 12 months) in exchange for consideration, including vehicles leased by means of a rental agreement or a lease contract, or
- is utilised for car sharing.

A vehicle rented or leased for a period longer than 1 year is not considered a rental vehicle if the renter or lessee does not sublet it further.

Repair shop

the authorised repair shop, recommended by us, located closest to the place of occurrence of the casco claim. You may choose another repair shop if it is not further than the one recommended by us.

Replacement vehicle

the vehicle, which we provide you with, if:

- you choose extended roadside assistance coverage, and
- your vehicle was stolen or is immobilised.

S

Special risk assessment

a specific risk assessment process for certain vehicles (e.g.: extremely powerful cars). We indicate in the proposal submission process if we apply a special risk assessment for the given vehicle.

T

Taxi

a vehicle authorised by the transport authority to carry out passenger transport activities, which are available to all.

Temporary licence plates

The format of temporary licence plates has changed from 1 July 2022. Instead of the previous different letter symbols, temporary plates will start with the letter I, except for the temporary plate starting with CD. These plates, and the corresponding temporary registration certificates, are recorded in the following groups of legal bases:

- diplomatic temporary plate („CD”),
- sport vehicles (formerly „SP”)
- other temporary plates (formerly „E”)
- agricultural temporary plate (formerly „M”)
- trial, test, commercial purpose (formerly „P”)
- export, re-export, repatriation (formerly „Z”)
- 3-day permit (3N).

Terrorist act

any violent action or action threatening with violence, which threatens human life, tangible

and intangible assets or the infrastructure, and which:

- supports political, religious, ideological or ethnical objectives; or
- aims to or is able to influence any government; or
- aims to or is able to raise fear in society or any of parts of it.

Traction battery

Battery serving as an electric energy source to power the solely or partially electric vehicles.

Traffic accident (roadside assistance)

an event involving material damage, personal injury or death caused by violation traffic rules or in which a moving vehicle collides with an animal or other object.

Trial licence plates

„P” plates issued before 1 July 2022, and temporary licence plates issued after 1 July 2022 in the following cases (pursuant to Article 63/A(2) points 7 to 11 of Government Decree No 326/2011 on road traffic administrative tasks, the issue and withdrawal of road traffic documents):

- for vehicles tested by the vehicle manufacturer (manufactured by them or received for testing but not yet in participating in traffic);
- vehicles not yet participating in traffic or temporarily withdrawn from traffic on request, which are transported by a motor vehicle dealer for commercial purposes or are being tested for such purposes;
- to a vehicle maintainer (repairer) for the purpose of testing, before or after repair of a vehicle which has been temporarily withdrawn from traffic on request or the technical validity of which has expired;
- to a transport research institute to carry out vehicle tests;
- to a vehicle developer (as defined in the Ministerial Decree on the technical inspection of road vehicles and registered with the transport authority) for testing.

U

Unknown party

we consider an unknown party such third party, due to whose damage we are not exempted from providing compensation.

V

Vehicle

any vehicle that requires an official permit and marking to participate in road traffic, i.e.:

- vehicles in accordance with the Hungarian Highway Code powered by a built-in power machine (except trams),
- agricultural tractor,
- slow vehicles,
- trailers,
- semi-trailers,
- four-wheel motorised bicycles (quads), and
- work machinery.

2.6. INSURANCE DECODED

We also consider as vehicles motorised bicycles that are not subject to an official permit or marking.

Vehicle with special superstructure

a vehicle permanently fitted with:

- a crane or other lifting equipment,
- a ladder,
- a power machine,
- working equipment,
- a container,
- cooling equipment,
- a closed superstructure, or
- other equipment, the installation or operation of which requires a separate certificate, declaration of suitability or permit in accordance with the law.

Useful tips

Driving carefully is important for your own safety, the safety of your passengers and other drivers on the road.

Tips for safe driving



Don't text and drive. Texting takes away your attention from the road and puts you and others in danger.



Don't drink and drive. If you have been drinking alcohol, we recommend using public transport or taking a cab.



Pay attention to the speed limits and safety notices. Signposts are there for your own safety.



Take a short break every 2 hours to physically and mentally recharge.



Always get information about the weather and road conditions.



Check your tires and windshield wipers.



On a long journey make sure your phone is fully charged. You might need to call for assistance.



When towing another vehicle or a carriage, make sure it is firmly attached to your vehicle.



Reduce your speed in bad weather such as rain or fog, and when visibility is worse.



Prepare the car adequately for ice and snow.



Avoid driving behind trucks/larger vehicles on snowy days. Snow or ice might fall on your vehicle.



Keep blanket, food and drink, a snow shovel and snow chains in your car.



Avoid parking under tall trees or where there is a risk of falling stone, ice or snow.

Tips about maintenance



The dashboard tells you about the health of your car. Pay attention to any alerts and check if something is wrong.



Tires are paramount to safety, comfort and fuel efficiency. Check them regularly and change them if they are damaged or worn.



The most important rule on the road: is to see and be seen. Check your lights and reflectors.



Take a short ride, at least once a week if you do not use your vehicle regularly. It will help you to get rid of moisture accumulated in the engine, charge the battery, maintain the quality of the tires. A vehicle you used only occasionally is more vulnerable to failures.



Do not miss your inspection appointments and have your vehicle serviced once a year:

- Check oil level at least every 1,000 km; change the oil at least after 10,000 km of driving or once a year. If you usually drive in the city or spend hours in traffic change the oil more often.
- Change your cabin filter after every 15,000 km or once a year.
- Turn air conditioning on once a week. Clean your air conditioning once a year. Refill the air conditioner every 2-3 years.
- Change your brake pads as appropriate to your vehicle usage. If you drive mostly in the city you might change them after 30,000 km.

Tips for preventing theft



Never leave your car running and unattended, even for a minute.



Always activate anti-theft systems.



Never leave the registration document inside the vehicle. Do not help the thieves. Consider using **other security devices**, e.g. using gear shift lock.



Always remove the keys from the vehicle, even if it is parked on private land. Close the windows and the sunroof.



Always lock your vehicle, even when driving.



Do not leave **your bags or values** on the seat where they are visible for passers-by.



If you park on a public road at night try to find a spot close to a streetlight. Never leave **the registration document** inside the vehicle. Do not help the thieves.

Questions you might still have

In this section we provide answers to the most frequently asked questions. Should you require any further information do not hesitate to contact us at +36 (1/20/30/70) 421 1 421 or visit our website: www.allianz.hu

We are at your full disposal.

4. QUESTIONS YOU MIGHT STILL HAVE

I bought a new vehicle. What do I do next?

1. **Conclude a motor liability insurance (MTPL) contract** on the day of the sale and purchase or even before. From the moment you are registered as an operator, it is your responsibility to have an MTPL contract. The previous owner's contract is automatically terminated.
2. **Report the sale and purchase within 15 days** to any document office (DVLA). Here you will also have to present the certificate of MTPL coverage.

I sold my vehicle. What do I do next?

1. Please **notify us of the sale within 8 days** and present the sale and purchase agreement or a certified copy of it upon request. Your contract will terminate on the date of sale.
2. **You must also notify the Transport Authority within 8 days of the sale of the vehicle.** You can do this at any document office (DVLA) or through the government customer portal.

What is the central claims register?

The central claims register records the data on compulsory liability insurance contracts and claims. We also use these data when determining the premium for the contract so that the premium is proportionate to the risk cover.

The register contains:

- the data of the previous insurance contract,
- the bonus-malus class,
- the damages caused by the vehicle if they resulted in the payment of compensation, and
- whether these damages have been reimbursed.

The new vehicle is under the name of a different family member than the previous one. Can I transfer the MPTL bonus of the previous vehicle to the new one?

No, the law does not allow for this.

I bought a new vehicle, is that also entitled to my current MPTL bonus?

4. QUESTIONS YOU MIGHT STILL HAVE

No. If you buy a new vehicle in addition to your existing one, the MTPL bonus for the new contract will be A00.

If I already have MPTL with someone else, how can I take out Allianz MyCar insurance?

You can also take out Allianz MyCar insurance without MTPL, only with casco and other coverages. Then, if you terminate your current MTPL contract on an anniversary, you can extend the Allianz MyCar insurance with MTPL coverage.

How can I manage my contract?

If you want to **switch packages, report data changes or request a green card**, you can do so:

- on the allianz.hu website under the Online administration menu item,
- through your sales representative or broker,
- in person at our customer contact points,
- by post (Allianz Hungária Zrt. Policy Handling Centre, 8210 Veszprém, P.O. Box: 1163), or
- through our telephone customer service (+36 (1/20/30/70) 421-1-421).

If you switch to a larger package, we have the right to inspect the vehicle and decide whether we will provide risk cover.

In the case of MTPL coverage, if you modify data included in the central vehicle register, we will only perform the data modification if it is also supported by the data in the register.

How can I retain my MPTL bonus if I have caused damage?

If you have caused damage to someone else, you may choose to reimburse us for the amount paid to the injured party. In this case, you can keep your MTPL bonus achieved so far. We will inform you by letter about this possibility.

You have 45 days from the receipt of this letter to reimburse us for the damage.

If someone else caused damage with the vehicle, whose MPTL bonus category will decrease?

The MTPL bonus is always linked to the person concluding the contract. Therefore, if you lend the vehicle to someone and they cause damage with it, it will worsen your MTPL bonus. Due to the worsening MTPL bonus, your MTPL premium for next year is likely to increase.

4. QUESTIONS YOU MIGHT STILL HAVE

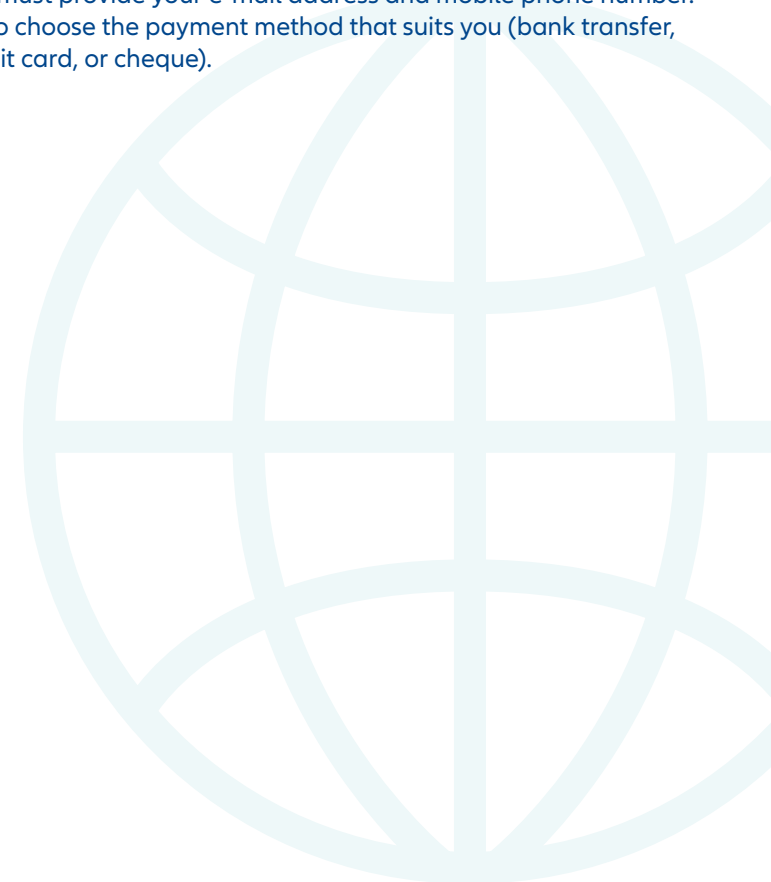
Does MPTL cover damages abroad?

The MTPL cover applies to damages in the following countries:

- all 27 Member States of the European Union, and
- Albania, Andorra, Azerbaijan, Belarus, Bosnia and Herzegovina, the United Kingdom, Northern Macedonia, Iran, Iceland, Israel, Liechtenstein, Morocco, Moldova, Montenegro, Norway, Russia, Switzerland, Serbia (except Kosovo), Tunisia, Turkey, Ukraine.

Why should I choose an e-product?

If you choose an e-product, you can conveniently manage your contract through our website. To do this, you must provide your e-mail address and mobile phone number. In this case, you can also choose the payment method that suits you (bank transfer, Díjnet, direct debit, credit card, or cheque).



Help us be better!

At Allianz, we are always aiming to deliver great customer service. If you have any concerns or issues, we will take care of them with the highest priority. You will receive your reply as soon as possible and via the channel you prefer.

5. HELP US BE BETTER!

Please feel free to contact us regarding any questions, requests or comments.

Allianz Contact Center

Our specialized staff at our Contact Center are always at your service to handle any request arising from your contract.

You can contact us between 8:00 am and 6:00 pm on working days (between 8:00 am and 8:00 pm on Thursdays):

Telephone number: [→+36 \(1/20/30/70\) 421-1-421](tel:+3612030704211421)

We also provide information on our website: [→ www.allianz.hu](http://www.allianz.hu)

Allianz Assistance Services

In case you need our assistance after vehicle malfunction or accident, please call directly from the accident site 24 hours a day, 7 days a week:

Direct emergency number of the vehicle emergency service:

From Hungary: [→ +36 \(80\) 104 122](tel:+3680104122)

From abroad: [→ +43-1-525-03-6552](tel:+431525036552) or

[→ +36 \(1/20/30/70\) 421-1-421](tel:+3612030704211421),

selecting from menu items 2 to 6.

Legal support

Our service partner, D.A.S. is available 24/7 non-stop at the following (domestic, normal tariff) telephone number: [→ +36 \(1\) 710 1130](tel:+3617101130)

The following information is required by the Contact Center, by Allianz Assistance and by the Legal Support service provider:

- Your name
- Your contact information
- Your policy number or registration plate number
- Description of the problem

We will inform you on next steps and guide you through the process.

Annexes

1. ANNEX

Data and documents to be submitted with the claim

i) In case of MTPL and casco coverages:

Name of document	casco coverages	MTPL coverage
Instruments, documents and data that Allianz may request for claim report:		
accident report (European)	•	•
accident in-site inspection report	•	•
insurance offer and/or policy and the receipt of last premium payment	•	
vehicle data sheet/ type approval certificate	•	•
registration certificate of vehicle	•	•
temporary registration certificate of vehicle	•	•
mileage log of vehicle	•	•
route permit of vehicle	•	•
vehicle damage report data sheet	•	
driving licence of the person driving the vehicle	•	•
damage report data sheet	•	•
damage report data sheet in case of theft of the entire vehicle	•	
application (in case of additional service claim)	•	
supplement of European accident report	•	
authorisation (for driving, managing damage claim, reporting damage, etc.)	•	•
bank account number of client	•	•
name, phone number, email, home address of client)	•	•
abstract and report of the data of the driving licence	•	

1. ANNEX

Name of document	casco coverages	MTPL coverage
Instruments and documents that may be requested for assessing legal basis		
special questionnaire related to the damage		•
other specialist report	•	•
declaration/certification of liability		•
forensic specialist report	•	•
declaration on the influence of alcohol	•	•
declaration of perpetrator	•	•
certificate of disaster management authority	•	•
supplementary accident data sheet for complex damages	•	
decisions related to intermediary proceedings		•
records of on-board camera and other recorded data thereof	•	
data collected by GPS system and remote monitoring system	•	•
declaration of the consent of injured person to data request	•	•
certificate of the National Meteorological Service	•	
specialist report issued by a medical specialist or medical specialist committees	•	•
police charge records	•	•
police decision	•	•
police on-site investigation record	•	•
police certificate	•	•
specialist authority documents	•	•
result sheets of diagnostic tests performed by service station	•	
service history documents (in case of digital service records)	•	
tachograph data, tape, disc	•	•
declaration of witness	•	•
official fire department certificate		•
official fire prevention authority certificate	•	
fire test report	•	•
workplace accident report, decision		•
indictment	•	•

1. ANNEX

Name of document	casco coverages	MTPL coverage
Instruments and documents Allianz may request to clarify proprietary rights and to certify eligibility for service (compensation for damage)		
insurer's report on the destruction of locks requiring replacement due to the insured event	•	
result sheet of diagnostic test	•	
other documents required to clarify more detailed circumstances of the death or accident	•	•
copy of death certificate	•	•
certificate of suitability for road transport by the transport authority	•	•
sale and purchase contract	•	•
tax identification number	•	
tax card (tax number)	•	•
specimen signature	•	•
temporary worker records		•
outpatient medical records	•	•
certification and decision of orphan's benefit		•
auction records	•	
identification data sheet	•	•
bank authorisation for damage payment	•	
rental or leasing contract	•	•
procurement invoice, procurement voucher (e.g. receipt, warehouse requisition form, etc.)	•	•
civil court decision	•	
certificate of disassembly	•	•
court decision confirming company registration	•	•
documents related to previous damages and repair thereof	•	
declaration of assignment	•	
contract assignment	•	•
building permit		•
building log		•
documents and photos of vehicle information check	•	

1. ANNEX

Name of document	casco coverages	MTPL coverage
Instruments and documents Allianz may request to clarify proprietary rights and to certify eligibility for service (compensation for damage)		
abstract and report of registration certificate or the data thereof	•	
consignment note	•	•
order, decision of guardianship office	•	•
grant of probate	•	•
records of post-mortem examination or autopsy	•	•
certificate of physician with diagnosis	•	•
certificate of temporary or final deregistration of the vehicle	•	•
data stored in the ignition key (saved and printed by the service station)	•	
rent or lease contract of the real estate	•	•
certificates and diplomas of education and qualifications		•
documents required for the assessment of additional service claim	•	
certificate of town clerk about life partnership	•	•
loan contract	•	•
cost records		•
notarial act	•	•
address card	•	•
confiscation record	•	
waiver/declaration of transfer	•	•
declaration of dealer or general agency about the type and equipment of the vehicle	•	
authorisation	•	•
records of finding	•	
waybill	•	•
job description	•	•
certificate/declaration of employer or unemployment	•	•
labour contract	•	•
data collected by GPS system and remote monitoring system	•	
medical documentation, certificate (e.g. pf physical disability)	•	•

1. ANNEX

Name of document	casco coverages	MTPL coverage
Instruments and documents Allianz may request to clarify proprietary rights and to certify eligibility for service (compensation for damage)		
medical reports, documents of control examinations	•	•
final medical report		•
inheritance certificate	•	•
small-scale producer licence		•
declaration, authorisation of financial institution	•	•
registration plate withdrawal declaration	•	
certificate of disability benefit		•
certificate of disability, old-age and widow's pension		•
service book	•	
certificate of social and social security benefits		•
invoice of emergency repair	•	
birth and marriage certificate	•	•
declaration of co-insurance	•	
comprehensive medical documentation	•	•
plan documentation		•
vehicle registration card	•	•
property sheet	•	•
documents related to the registration or cancellation of proprietary right	•	•
mileage record	•	•
operator document or contract	•	•
sole trader's licence	•	•
contract of sole trader or agency	•	•
customs documents	•	
declaration of mortgage	•	

1. ANNEX

Name of document	casco coverages	MTPL coverage
Instruments and documents Allianz may request to confirm the extent and amount of damage		
result sheet of diagnostic test	•	
purchase / installation invoice and warranty card of the keys of the vehicle (including the keys of the alarm system and other protection equipment) and the anti-theft equipment (e.g. immobiliser, alarm system)	•	
purchase invoice and warranty card of devices and accessories thereof built in the vehicle	•	
invoices and warranty card of compulsory accessories of the vehicle required for road transport	•	
data sheet for income supplement compensation		•
tax return, income certificate		•
certificate of incomes and expenses arising in relation with taxation and occupation		•
spare part procurement receipt (with article number)	•	
value added tax (vat) declaration	•	•
invoice of the demonstrably occurred costs in relation with the replacement of certain elements	•	
bank account statement	•	•
receipt of the sales remains	•	•
certification of incomes and expenses arising in relation with health condition or marital status		•
invoice, receipt certifying any other compensation or service claim	•	•
other accounting documents		•
simplified annual report		•
at the time of damage, certifying the capacity of the electronic/hybrid vehicle's traction battery: specified by the manufacturer/importer to maintain the warranty, regular documentation of diagnostic examinations	•	
at the time of damage, certifying the capacity of the electronic/hybrid vehicle's traction battery: result of the diagnostic examination	•	
documents of preliminary damages	•	•
profit and loss statement		•
list of values	•	•
photo documentation	•	•
warranty card	•	•
vehicle rental contract and invoice	•	•
invoice or sale and purchase contract of the sale of the remains of the vehicle	•	

1. ANNEX

Name of document	casco coverages	MTPL coverage
Instruments and documents Allianz may request to confirm the extent and amount of damage		
invoices of medicines and medical accessories	•	
quotation of repair	•	•
calculation of costs of repair	•	•
invoice of repair	•	•
determining value at the time of damage	•	•
list of damaged movables	•	•
documents certifying loss of income		•
dealer's offer for residual value	•	•
incoming cash document	•	•
certification of costs related to hospitalisation and medical treatment	•	•
cost records		•
declaration of dealer or general agency about the type and equipment of the vehicle	•	•
travelling tickets		•
invoice of ambulance and transport	•	•
work sheet	•	•
declaration to request preliminary damages	•	•
certification of cost of medical treatments	•	•
invoices of cost of rehabilitation, medicines and medical accessories		•
service book		•
records of tangible assets	•	•
invoice of storage	•	•
certificate of delivery and costs	•	•
certification and invoices of costs related to funeral	•	•
certifications of the extent of material and immaterial damage		•
invoices of sale trader and agency contracts	•	•
customs documents	•	•
purchase invoice	•	

1. ANNEX

Name of document

casco coverages MTPL coverage

Allianz may request submitting the following additional documents:

upon the request of the insurer the insured person shall provide additional necessary information and allow for the potential supervision of the content of the report and the information as well	•
the declaration of the insured person whether they enforced any claim against any other person (insurer or perpetrator) in relation with the given insured event or on the basis of any other insurance contract	•
documents certifying that the insured person or the policyholder observed their obligation to prevent and mitigate damage and the costs thereof	•
in case of the theft of the vehicle all accessories of the vehicle shall be handed over to the insurer which are required to open the vehicle (keys, starter card, tools needed to operate the alarm or anti-theft systems, etc.) and the deregistration of the vehicle shall be certified by official decision or the invalidated documents of the vehicle.	•
in case of service claim for the security equipment installed in the vehicle later, the make, type and installation of such equipment shall be certified	•
if the vehicle registration card is legally possessed by a third person as a collateral for a financial claim (e.g. due to a loan or leasing), only the copy of the vehicle registration card certified by the third person	•
in case of criminal proceedings or contravention proceedings initiated due to theft of other reason, the police charges, after the submission of the minutes or certificate about the commencement of the proceedings the on-site inspection records, the records of finding or attachment, the data stored in the ignition key in the form saved and printed by the service station if these are required to demonstrate the occurrence of the insured event or determine the extent of damage	•
in case of fire or explosion the certificate of the proceeding authority and the decision of the competent town clerk	•

1. ANNEX

ii) in case of personal accident coverage:

Name of documents

A) Documents certifying the occurrence of death:

a) a copy of death certificate and a copy of medical or official report certifying the cause of death (post-mortem examination certificate)

B) Personal identification documents:

a) a valid driving licence of the driver (insured person), or an official certificate issued by the competent ministry entitled to issue documents allowing to drive

b) documents, instruments and data certifying the identity of the natural person or legal entity entitled to use the service:

Natural persons: identity card, passport, or a driving licence and address card together with a document of tax identification – e.g. tax card. Non-Hungarian natural persons having non-Hungarian tax identification number need to provide a certificate of taxpayer from the tax authority of the given country not more than 30 days old or a copy of a valid document containing the tax identification number.

Legal entities: a document not more than 30 days old containing the company registration number or other registration number, a tax identification document. Furthermore, non-Hungarian tax legal entities with non-Hungarian tax identification number need to provide a certificate of taxpayer from the tax authority of the given country not more than 30 days old.

c) documents certifying the authorisation of the natural person to act on behalf of the legal entity entitled to use the services.

C) Official documents:

a) on-site inspection records, specialist report, hearing records, official notice and certificate of any official proceedings commenced in relation with the reported insured event

b) final decision closing the administrative proceedings started in relation to the reported insured event

c) official documents related to the personal accident (driving licence, registration certificate)

d) if the person eligible for the service is the inheritor of the insured person, they need to provide a copy of the final notarial or court decision and the inheritance certificate

e) if the person entitled to receive payment is a minor, they need to provide the certification of eligibility of the legitimate representative person acting on behalf of such person

f) if the person entitled to receive payment is under guardianship, they need to provide the decision of the guardianship authority certifying the identity of the proceeding guardian

g) a permit of the guardianship authority for payment if required by law

Name of documents

D) Medical documents:

- a) overview of basic data and treatment from a family physician, copy of specialist and hospital treatment documents
- b) certificates issued and data processed by the National Health Insurance Fund and its successors
- c) in case of an insured event occurring within 2 years of concluding the contract, they need to supply a medical report after death (information from doctor about the illness causing death and the medical history leading to death)
- d) in case of health damage due to personal accident, they need to supply a medical document certifying it, i.e., the last medical document prior to reporting the health damage and all medical documents after the time of the personal accident
- e) copies of final medical reports and outpatient treatment reports
- f) copy of autopsy records
- g) official certification of alcohol test result, official medical document or official decision on the test of narcotics or other psychoactive substances
- h) documents of medical diagnostic processes (e.g. x-ray, MRI, CT)
- i) copy of all documents related to medical treatment

E) Documents related to insurance contract:

- a) detailed report including the description of the insured event
- b) post-mortem medical report,
- c) authorisation in case of authorised person
- d in case of taxable insurance services, the documents required to determine the amount of tax to be deducted by the insurer

F) Additional documents required for payment:

- a) identification data sheet
- b) declaration of real owner
- c) copy of ID card and residency card
- d) declaration of politically exposed status
- e) provisions of transfer of payment
- f) in the case of foreign residents the declaration of the foreign resident
- g) in the case of persons with a non-Hungarian tax residency the copy of the foreign tax identification number and the certificate containing such number (the bilingual certificate issued by the tax or other authority of the country of tax residence – Certificate of Residency – which contains the tax identification number as per the relevant country)

Rules on the beneficiary

How can you select a beneficiary?

Beneficiaries may be natural or legal persons.

You can select more than one beneficiary, in which case you can determine the proportion of the payment to be shared. If you do not specify this, we will distribute the amount equally among the beneficiaries.

If the insured person and the policyholder are not the same:

- the insured person must give a written consent for the designation and modification of the beneficiaries;
- their consent for the conclusion of the personal accident cover may be withdrawn at any time. As a result of the withdrawal of consent, the personal accident cover terminates at the end of the insurance period.

If you have entered into the contract without the consent of the insured person and the insured person dies, we will always provide the payment to the heir of the deceased, regardless of whether you have indicated a beneficiary. In this case, the heir must reimburse you for the premiums and costs paid to cover the personal accident.

How can you change the beneficiary?

You can change who is a beneficiary and in what proportion at any time. For this, you must submit a written statement to us. The amendment takes effect when the statement is received by us.

You may declare in writing to the beneficiary that without their consent you will not change the identity of the beneficiary and the proportion of payment due to them. This declaration must also be sent to us.

Who do we pay if the beneficiary dies or terminates?

If there was only one beneficiary but they die before the accident, we pay the heir of the deceased. If the beneficiary legal entity terminates without a legal successor, we will not pay anyone else. If you have previously specified more than one beneficiary, we will split the payment between the other beneficiaries. They shall receive the payment in proportion to each other as they would on the basis of the proportions previously determined.

Appendix

Legal background

APPENDIX

Excerpt of the Act LXII of 2009 on mandatory Motor Third Party Liability insurance

Part one

General provisions

Scope

Section 1

Unless otherwise provided by international agreement, this Act shall apply to:

- a) the operators of all motor vehicles registered in the territory of Hungary, and to the owners of motor vehicles registered in the territory of another Member State if the Member State of destination is Hungary, and to the compulsory motor vehicle liability insurance policies they concluded;
- b) the conditions for motor vehicles registered in another country for entering the territory of Hungary, and for their use in the territory of Hungary;
- c) the activities of insurance companies, claims representatives, claims adjustment representatives, correspondents, the Compensation Fund, the Claims Guarantee Fund, the National Bureau, the Claims Organization, the Information Center, and the Magyar Biztosítók Szövetsége (Association of Hungarian Insurance Companies) (hereinafter referred to as "MABISZ") as governed by this Act;
- d) the activities of Magyar Nemzeti Bank (National Bank of Hungary) (hereinafter referred to as "Authority"), acting within its function as supervisory authority of the financial intermediary system, liquidators of insurance companies, the body keeping records on the particulars contained in documents of compulsory motor vehicle liability insurance policies, including the policy itself (hereinafter referred to as "bureau of insurance policy records") and other related data, the body appointed to keep records on claims and settlements, the district (Budapest district) offices of Budapest and county government agencies (hereinafter referred to as "district office") and the activities of the customs authority prescribed in this Act.

Section 2

This Act shall not apply to:

- a) functions arising from international motor insurance agreements and other similar agreements between the national bureaus of Member States and third countries and which are outside the scope of this Act;

- b) motor vehicle liability insurance policies obtained for vehicles participating in race events (warm-up sessions) in the territory of Hungary;
- c) cases which fall within the exemptions from the provisions of this Act relating to military vehicles deployed in or in transit through the territory of Hungary.

Interpretative provisions

Section 3

For the purposes of this Act:

1. Internal Regulations: shall mean a set of rules intended to govern the reciprocal relations between national bureaus, contained in Appendix 1 to Commission Decision 2003/564/EC of 28 July 2003 on the application of Council Directive 72/166/EEC relating to checks on insurance against civil liability in respect of the use of motor vehicles;
2. period of insurance cover' shall mean the time interval to which the premium charged pertains where the period of the policy is not specified - irrespective of the frequency of premium payments;
3. insurance company: shall mean the organizations specified in Act LXXXVIII of 2014 on the Business of Insurance (hereinafter referred to as "Insurance Act"), which are authorized in the home Member State to conduct the business of motor vehicle insurance against civil liability, and which are entitled in the territory of Hungary in accordance with the terms and conditions of this Act for the pursuit of the business of compulsory insurance of vehicles against civil liability (hereinafter referred to as "insurance");
4. insured party: shall mean the operator of the motor vehicle who owns an insurance policy, and the driver of the motor vehicle;
5. premium tariff rate: shall mean the method used by insurance companies to calculate premiums containing the basic premiums and all adjustment factors for each motor vehicle category defined in a ministerial decree - exclusive of fleets - and separately for each bonus-malus category;
6. individual insurance: shall mean a single policy obtained by one operator for a specific motor vehicle in accordance with this Act;
- 6a. e-claim form. shall mean an IT solution made available by MABISZ for filing a claim falling within the scope of compulsory motor vehicle liability insurance online;
7. non-insurance fee: shall mean a fee charged posteriori by the agency handling the Compensation Fund based on its own premium tariff rate in connection with a specific motor vehicle relating to any period for which no coverage is available on the grounds of non-payment of insurance premium by the operator - other than discontinuance of an insurance policy and exclusive of any period when no coverage of risk is available (duration of non-insurance);

8. registration certificate: shall mean a permanent or temporary registration certificate, the temporary use certificate, and the certificates of slow moving vehicles and motorized cycles and quads;
- 8a. total loss: shall mean where a motor vehicle is so badly damaged that its rehabilitation is deemed unfeasible for economic reasons for the cost of repair and other related expenses, including the amount of depreciation that potentially remain after rehabilitation, would be more than its restored value, i.e. the motor vehicle's market value before the damage, with the residual value (salvage value) deducted;
9. motor vehicle fleet: shall mean a group of motor vehicles for which a policyholder – whether a legal person, private entrepreneur or sole proprietorship – has obtained insurance from a given insurance company, provided that the fleet contains at least five motor vehicles on the first day of the period of insurance cover;
10. motor vehicle: shall mean motor vehicles, trailers, semi-trailers, agricultural tractors, four-wheeled motorized cycles (quad), slow-moving vehicles and motorized mechanical equipment for which official authorization and marking is required under Point II. b) of Appendix I to Decree No. 1/1975 (II. 5.) KPM-BM on Traffic Regulations as a precondition for use on public roads, as well as power assisted bicycles for which no official authorization and marking is required;
11. motor race: shall mean a sports event held for motorized vehicles on a closed racetrack or on public roads (or a section of road) closed to traffic;
12. third country: shall have the meaning defined in the Insurance Act;
13. third country insurance company. shall have the meaning defined in the Insurance Act;
14. cross-border services: shall have the meaning defined in the Insurance Act;
15. accident and claims records supplied: shall mean a statement pertaining to a motor vehicle liability insurance policy obtained in compliance with the regulations of another Member State, covering the period insured by the given insurance company and indicating the third party liability claims filed during the term of the policy and the number and dates of cases where the insured party was found at fault and liable for accidents caused as awarded by final decision, underlying any claim for compensation, up to the time when the statement was issued, or the absence of such claims;
16. Information Center: shall mean a body set up for allowing injured parties to seek compensation relating to motor vehicle accidents by making available the information deemed necessary and for discharging other functions specified by this Act;
17. unidentified vehicle: shall mean any motor vehicle that cannot be identified, and that cannot be tracked down since it left the scene of the accident, or that has no identification data, or such data was falsified or cannot be recognized;
18. claims adjustment representative: shall mean a person or body appointed by an

insurance company in connection with cross-border services for the settlement of claims covered by insurance against civil liability in respect of the use of motor vehicles, by judicial or non-judicial process;

19. injured party: shall mean any person or body entitled to compensation in respect of any loss or injury caused by motor vehicles;

20. claims representative: shall mean a person appointed by an insurance company authorized to conduct the business of motor vehicle insurance against civil liability to operate in a Member State other than the home Member State, for handling and settling claims for compensation arising from an accident involving a vehicle covered by the insurance contract in the injured party's Member State of residence, and for representing the insurance company vis-à-vis the injured party;

21. Claims Guarantee Fund: shall mean a fund set up and financed by the insurance companies under this Act, for providing compensation to victims of accidents caused by motor vehicles with sufficient insurance cover under contract in accordance with this Act at the time of the accident at an insurance company undergoing liquidation in the Member State that has authorized the insurance company in question (hereinafter referred to as "insurance company under liquidation");

22. Compensation Fund (Guarantee Fund): shall mean a fund set up and financed by the insurance companies covered in this Act for providing compensation to victims of accidents caused by uninsured motor vehicles in violation of the obligation in respect of the compulsory insurance of vehicles, or by the motor vehicles of unidentified operators or unidentified vehicles under the limits set out in this Act, as well as for other losses provided for in this Act, where Hungary is shown as the country of the commitment;

23. claims organization: shall mean a body set up by insurance companies authorized to conduct the business of motor vehicle insurance against civil liability in their home Member State, for providing due compensation for claims of a domestic injured party in respect of any loss or injury caused by motor vehicles based in other Member States in any State that is party to the green card system, if the insurance company of the responsible party, or the claims representative of such insurance company failed to evaluate the claim for compensation and, eventually, to provide settlement;

24. country of the commitment: shall mean, in connection with insurance for any type of motor vehicle:

- a) the country of registration, or
- b) the country where the accident occurred, if a motor vehicle that is required to bear a distinguishing sign is involved in the accident, and it has no current distinguishing sign, or bears a distinguishing sign which does not correspond or no longer corresponds to the vehicle, or
- c) the Member State of destination;

25. non-resident: shall have the meaning defined in Point 2 of Section 2 of Act XCIII of 2001 on Abolishing Foreign Exchange Restrictions and on the Amendment of Certain Related Acts;

26. correspondent: shall mean any insurance company or any organization, claims representative, other person or body appointed by an insurance company of any State that is party to the green card system, with the approval of the national bureau of the country in which the person is established with a view to handling and settling claims arising from accidents involving vehicles for which the insurance company in question has issued an insurance policy and occurring in that country;

27. national insurers: bureau' shall mean a professional organization set up by the insurance companies under this Act for discharging the duties stemming from the international third-party motor insurance system and other related agreements relating to coordination and the settlement of claims;

28. Member State of destination: shall mean - for a period of thirty days from the date when the vehicle is delivered, made available or dispatched to the purchaser with respect to the transfer of title - the Member State, other than the motor vehicle's country of registration:

- a) where the residence of the purchaser is located if a natural person, or where the registered office of the purchaser is located if a legal person, private entrepreneur or sole proprietorship, or
- b) where the purchaser has his/her habitual residence, or if the purchaser is a legal person, private entrepreneur or sole proprietorship, the Member State where the purchaser's permanent establishment or branch is located;

29. Registration plate agreement: shall mean an agreement between the national bureaus where the competent authorities of the States which are parties to the agreement recognize the vehicle's distinguishing sign (registration plate) with the country code in place of the certificate embodied by the green card as proof of compulsory motor vehicle liability insurance coverage required;

30. serious personal injury: shall mean any injury causing a permanent physical disability resulting in 25 per cent or higher overall health impairment, or where the accident results in injury requiring a length of treatment of at least six months;

31. home Member State: shall mean the Member State where the insurance company, insurance intermediary or insurance consultant of the commitment is established;

32. Member State: shall mean any State that is a party to the Agreement on the European Economic Area, including Switzerland;

33. country of registration: shall mean,

- a) any country where the competent authority has issued a permanent or temporary distinguishing sign for the motor vehicle; or
- b) any country in which the owner of a motor vehicle for which no distinguishing sign

is required, or the person (legal person, private entrepreneur or sole proprietorship) who has custody of the vehicle is permanently resident or established, or where his habitual residence (permanent establishment or branch) is located;

34. grace period: shall mean a sixty-day period after the date the premium is due, following which - if the premium remains unpaid - the policy is terminated on the grounds of non-payment of premium, unless already terminated for other reasons;

35 operator: shall mean the person shown in the document issued by the competent authority of the country where the motor vehicle is based as having custody of the vehicle (authorized operator, holder of authorization), or failing this the owner of the vehicle;

36. green card: shall mean an international certificate of insurance recognized by the countries which are parties to the green card system, issued by the insurance companies on behalf of a National Bureau in accordance with the insurance policy to the name of the operator, to prove the existence of the compulsory motor vehicle liability insurance coverage required by the law of the country visited;

37. green card system: shall mean an agreement between the national bureaus where the competent authorities of the States which are parties to the agreement recognize the certificate embodied by the green card as proof of compulsory motor vehicle liability insurance coverage required by the law of the country visited.

Section 3/A

For the purposes of this Act, loss or injury and compensation shall also be construed, respectively, as violation of personality rights underlying any claim for restitution, and restitution.

Section 3/B

(1) Any provision of this Act concerning sums denominated in euro shall be construed as translated to forints for the period of the given year beginning on 1 January and ending on 31 December (hereinafter referred to as "application period").

(2) The aforesaid sums shall be translated into forints for an application period based on the average of the official daily euro to forint exchange rates published by the Magyar Nemzeti Bank (National Bank of Hungary) for the first ten months of the calendar year preceding the application period, rounded up to million forints.

Part Two

Provisions relating to motor vehicle liability insurance policies

Chapter I

General provisions relating to motor vehicle liability insurance policies

Compulsory insurance of vehicles

Section 4

(1) All operators of motor vehicles registered in the territory of Hungary – other than the motor vehicles exempted under specific other legislation – are required to enter into a contract with an insurance company governed in this Act for obtaining coverage for any injury arising from the use of motor vehicles, under the terms and conditions defined by this Act, and to pay the premium charged in order to keep the policy in effect (obligation in respect of the compulsory insurance of vehicles).

(2) Unless otherwise prescribed by law, the obligation in respect of compulsory insurance of vehicles applies from the time when the motor vehicle's registration plate or distinguishing sign is issued – not including any period of discontinuance – until the motor vehicle is removed from registration, or in cases where a registration plate is not required under specific other legislation, from the time the vehicle is placed into service until the time it is removed from service.

(3) As regards the obligation to obtain insurance, the operator shall mean any person named by the owner of the motor vehicle to have custody of the vehicle as verified by contract or some other credible form of evidence.

(4) Where insurance is obtained due to transfer of title, the new operator is required to conclude the insurance contract in accordance with this Act without delay after the transfer is completed.

(4a) In the case of change in the person of the operator as under Subsection (3a) of Section 7, the obligation of compulsory insurance of vehicles shall apply to the new operator of the vehicle from the next day after risk coverage is terminated under Subsection (5a) of Section 19.

If the insurance contract had not been maintained as provided for in Subsection (6), and the person of the operator is changed as under Subsection (3a) of Section 7, the obligation of compulsory insurance of vehicles shall apply to the new operator of the vehicle from the day after the date when the ruling adopted in contentious or non-contentious proceedings becomes final or the decision adopted in administrative proceedings becomes definitive.

(5) Where temporary use is permitted or a temporary registration certificate is issued, the obligation in respect of compulsory insurance of vehicles applies to the period of validity of the temporary use permit or the temporary registration certificate.

(6) In case of the operator's death, if the person subject to the obligation in respect of compulsory insurance of vehicles cannot be identified, the policy shall remain valid for a period of thirty days upon the operative date of the resolution adopted in conclusion of the probate proceedings, if the person having custody of the motor vehicle notified the insurance company of the death, and paid the applicable pre-

mium to keep the policy in force.

(7) The owner of a motor vehicle that is registered in the territory of another Member State – if the motor vehicle’s Member State of destination is Hungary – shall obtain insurance coverage under this Act for a period of thirty days from the time when the vehicle is delivered after the transfer of title.

Conclusion and Termination of Insurance Contracts

Section 5

(1) An insurance company must accept the request made by the operator of a motor vehicle registered in the territory of Hungary, or by the owner of a motor vehicle whose Member State of destination is Hungary – one that is in conformity with the insurer’s premium tariff rate – with regard to concluding an insurance contract under the conditions set out in this Act, for the amount limits specified in Subsection (1) of

Section 13.

The insurance company may not accept the request made sixty days before the beginning of the period of insurance cover and may not conclude a contract before that time; any contract concluded as such shall be null and void.

If the request is refused, the insurance company shall notify the operator within fifteen days from the date of receipt thereof

(2) If the insurance contract terminates during the period of insurance cover on the grounds referred to in Subsection (4) of Section 21 (non-payment of premium), only the insurance company that has terminated the contract during the period of insurance cover for reasons of non-payment of premium shall have entitlement and be required to accept the operator’s request for a contract for the remainder of the period of insurance cover in question.

(3) In the case referred to in Subsection (2) the operator is required to conclude a contract – based on the premium tariff rates in effect on the first day of the period of risk coverage under the renewed contract – with the insurance company where his previous policy was terminated due to non-payment of premium.

(4) The insurance company that has indicated its intention to cancel the policy by the end of the period of insurance cover shall not be obligated to accept the operator’s request for the period immediately after the previous policy was terminated.

Section 6

(1) In addition to the modalities provided for in the Civil Code, a contract may be concluded by way of the policyholder operator delivering his request – made out in compliance with premium tariff rates and policy conditions – to the insurance company or the insurance company’s agent upon receipt of information as to the content

of the legal relationship and to policy conditions, with content prescribed by the insurance company with a view to concluding the contract.

(2) Insurance companies may refuse the requests referred to in Subsection (1) hereof within fifteen days from the time of receipt, on the grounds specified in Subsection (4) of Section 5.

(3) If the operator’s request fails to comply with the conditions described in Subsection (1), the contract shall be deemed executed nonetheless in the event of the insurance company’s failure to respond to the request within the fifteen-day time limit.

(4) In the cases referred to in Subsections (1) and (3) the contract shall be deemed executed retroactively as at the date on which the request took effect, under the conditions contained in the request.

(5) Insurance companies shall have the right to refuse any request submitted under Subsection (3) hereof within fifteen days of receipt by reference to non-compliance with premium tariff rates and policy conditions, or on the grounds cited under Subsection (4) of Section 5, or they can make a counteroffer – delivered as verified – for having the request modified in accordance with premium tariff rates and policy conditions.

If the contracting party fails to make any objection as to the proposal for having the request modified within fifteen days of receipt, the contract shall be deemed executed after the fifteenth day retroactively as at the date on which the request took effect, under the modified conditions.

(6) If the insurance company makes a proposal for having the request modified, the operator must be informed that a proposal was made for changes in the request, as well as of any major deviations made in the proposal from the original request. In the absence thereof the contract shall be executed under the conditions contained in the original request.

(7) If the contract is concluded by means other than in writing, the insurance company shall make out a document of content identical to that of the contract entered into in accordance with this Section (including the policy) and shall make it available to or accessible for the other party to the contract.

Section 7

(1) The insurance contract may be terminated – with at least a thirty-day advance notice – effective on the last day of the period of insurance cover (annual insurance cycle) by:

- a) the insurance company in writing;
- b) the policyholder operator in writing or – if so agreed by the parties – electronically without having to show the cause.

(1a) The notice shall take effect if delivered to the other party within the given time

limit.

(2) Apart from the cases defined by this Act, inside the period of insurance cover the policy may be cancelled only if so agreed by both parties.

(3) The contract shall lapse if the motor vehicle is removed from service in the event of any change in the operator's person and also in the event of discontinuance, if reinstatement of the vehicle does not take place within one year from the time when it was removed from service..

(3a) Where the person of the operator is changed based on a ruling adopted in contentious or non-contentious proceedings or in administrative proceedings, and the transfer of title or losing custody of the vehicle is registered in the motor vehicle registry before the date of the ruling adopted in contentious or non-contentious proceedings or in administrative proceedings, the contract – by way of derogation from Subsection (3) – shall cease to exist on the grounds of lapse of interest on the thirtieth day following the date when the ruling adopted in contentious or non-contentious proceedings becomes final or the decision adopted in administrative proceedings becomes definitive, provided that the contract is not terminated before that time for other reasons..

(4) The contract shall lapse upon the transfer of title, if there is any change in the person of the operator who is required to take out compulsory motor vehicle liability insurance.

(5) If the person of the operator is changed on account of termination of the legal person with succession, the contract shall not terminate on the grounds of lapse of interest.

Section 8

(1) As regards the vehicles contained in the motor vehicle registry, the insurance companies affected by existing policies shall be notified to the extent required to discharge their functions conferred under this Act, concerning the entries made in the motor vehicle registry, such as the removal of motor vehicles from service, the placing of motor vehicles into service for the first time and subsequently, any changes as to the ownership of motor vehicles – including the time of notification made by the previous owner (transferor) as prescribed by specific other legislation concerning title transfers -, furthermore, on entries made to the motor vehicle registry concerning any change in the person of the operator or the person shown in the motor vehicle registry as having custody – at the time of registration of this fact in the registry of motor vehicles – by the bureau of insurance policy records by way of electronic means, upon which the insurance companies are required to take such notice into consideration in the process of discharging their duties.

(1a) As regards motor vehicles or registration plate numbers shown in the register of temporary registration number plates, the insurance companies affected by

existing policies shall be notified to the extent required to discharge their functions conferred under this Act, concerning the registration of the issue of temporary registration number plates, the first and last day of their validity period, and their withdrawal by the bureau of insurance policy records by way of electronic means, upon which the insurance companies are required to take such notice into consideration in discharging their duties.

(2) The operator of any motor vehicle that is not listed in the motor vehicle registry shall present to the insurance company the document on the withdrawal of the registration plate, on the transfer of title or on change in the operator's person, or his statement for the vehicle's permanent removal from service within fifteen days.

(3) The insurance company shall notify the operator in writing – with the exception if the policy is terminated due to non-payment of premium – if the insurance contract is terminated, including the bonus-malus classification of the cancelled policy as specified in specific other legislation, within thirty days of the time of termination or the time of gaining knowledge of such termination.

(4) The aforesaid contracts shall be governed by Hungarian law.

(5) The relevant provisions of the Civil Code shall apply to the aforesaid contracts where this Act contains no provisions to the contrary.

Section 9

(1) Before the contract is executed the operator shall disclose all material information that may be of consequence concerning the policy from the insurance company's point of view, such as the first day of the new period of insurance cover or the fixed term in the case of an existing contract following the period of insurance cover of the last day of the term, or in the case of switching insurers, the name of the insurance company and the number of the policy as pertaining to the previous period of insurance cover, and the accident and claims records system identification number, if the operator already has one.

(2) Before the contract is executed the operator shall disclose the information necessary for determining the amount of non-insurance fee to the insurance company or its authorized representative.

(3) In accordance with what is contained in Subsection (3) of Section 4, the contract concluded by the person named as the operator by the owner of the motor vehicle shall enter into force at the time of gaining custody of the vehicle – as shown in the motor vehicle registry – or at the time stipulated in the insurance contract at the earliest, or failing this at the time of the signing of the contract.

If the right to having custody of the vehicle is not registered within thirty days from the time of conclusion of the contract, the contract shall be terminated.

(4) The operator shall inform the insurance company of any changes in the particulars contained in the insurance policy within eight days

Section 10

(1) Any additional insurance contract concluded for the same period of insurance cover or for a part of such period of insurance cover shall be null and void.

(2) If the authorization of an insurance company for the pursuit of the business of compulsory motor vehicle liability insurance has been withdrawn, and the Authority for the withdrawal of the authorization, or posted the notice referred to in Subsection (6a) of Section 289 of the Insurance Act, the policyholder shall be entitled to obtain a new policy from another insurance company, on account of the withdrawal of authorization, without having to terminate the contract affected by the withdrawal.

The contract affected by the withdrawal of authorization shall cease to exist on the day preceding the initial day of risk coverage under the new policy, provided it was not previously terminated.

(3) If the insurance contract ceased to exist as specified in Subsection (2) of Section 5 at the insurance company provided for in Subsection (2) hereof, the policyholder's offer for obtaining coverage for the remainder of the given period of insurance cover can be accepted by any insurance company.

Provisions relating to fleet insurance**Section 11**

(1) In connection with insurance contracts for motor vehicle fleets, the parties may derogate from the provisions of this Act in terms of the conclusion and termination of the contract, the period of insurance cover and terms of payment of premiums.

(2) Insurance companies shall calculate the amount of premium for fleets based on the premium tariff rates in effect on the first day of the insured period or term, and these premiums may not be changed during the given period of insurance cover.

(3) Insurance companies are required to publish their rates for fleets for the period beginning on a predetermined day after sixty days from the date of publication, on the Authority's website in the form decreed by the Governor of the Magyar Nemzeti Bank, and shall post it on their own website and on the website of MABISZ contemporaneously.

In the event of any inconsistency, the rates published on the Authority's website shall apply

(4) Contracts for fixed term insurance may be concluded for motor vehicle fleets irrespective of category and type of motor vehicles in the fleet.

(5) Insurance companies may derogate from the premium tariff rates set out according to Subsection (2) and published as provided for in Subsection (3) in their offer submitted within the framework of public procurement procedures for insurance contracts for motor vehicle fleets, and also in the contract, if awarded.

Guarantee obligation and the amount of minimum cover**Section 12**

The provision of insurance shall include the examination of liability, and the settlement of justified claims for any loss or injury as a result of accidents caused by the insured persons using the motor vehicle shown in the insurance contract.

Section 13

(1) In connection with any claim, regardless of the number of victims, in the case of damage to property, the insurance company shall cover up to the forint equivalent of one million two hundred and twenty thousand euro per claim, and in the case of personal injury up to the forint equivalent of six million and seventy thousand euro per claim, including any and all related claims arising out of or in connection with the accident, the costs of enforcement of the claim (including legal expenses), and interest for the

(2) If the policyholder caused the accident in the territory of another Member State, or in the territories of any states which are parties to the green card system and where there is a valid agreement between the national bureaus of such states and the Hungarian National Bureau, the amount of minimum cover of the insurance companies shall be determined based on the regulations of the motor vehicle liability insurance in the country where the accident took place.

If the minimum amount of cover fixed in the contract for insurance companies is higher than the amount prescribed in the country where the accident took place, the guarantee obligation of the insurance companies shall apply up to the amount limits fixed in the relevant insurance contract.

(3) Several claims that are uninterrupted in time and that occurred for the same reason, in a causal relationship shall be considered a single event.

Section 14

(1) If a justified claim for damage to property made by several victims in connection with a single accident exceeds the amount specified under Subsections (1)-(2) of Section 13, compensation for the claims will be made as a proportion of the total claim compared to the amount specified for each claim.

(2) Where compensation includes any form of regular payments, the capitalized value of the compensation awarded shall be taken into account when the sum insured is distributed.

If the capitalized value of future annuity payments is higher than the sum available from the sum insured fixed in the contract, the insurance company shall determine the amount of annuity payments by proportionately decreasing the capitalized value of the compensation awarded.

(3) If, as a result of an accident, the amount per claim stipulated for damage to property or for personal injuries is depleted, any victim who was disregarded when the sum insured is distributed shall be entitled to file a claim if the insurance company has disregarded the victim for reasons beyond the victim's control.

In such a case, compensation shall be paid by redistributing the sum insured specified for the specific type of loss in the proportion the injured party could have been awarded at the time the sum insured was distributed.

(4) The insurance company shall proceed in accordance with the procedure under Subsection (3) where any claims emerge or existing claims increase on behalf of one or more victims – for reasons beyond the injured party's control (e.g. for health reasons) – after the sum insured is distributed.

(5) If the insurance company covered the loss of any disregarded injured party as explained in Subsections (1)-(4), the insurance company shall be entitled – due to redistribution of the sum insured – to reclaim from the other victims the amount of compensation paid previously that is in excess of the new ratio of compensation within a period of five years following the time of payment.

The insurance company shall inform the injured party as to the possibility of redistribution at the time of making the first settlement payment, in writing.

(6) Where the compensation claims of one or more injured parties according to Subsection (1) decreases relative to the sum that was taken into consideration at the time the sum insured was distributed, the other injured parties shall be entitled to compensation in conformity with the new division of compensation that results from the redistribution of the sum insured.

Section 15

The insurance policy shall not cover any loss or injury that:

- a) occurred in objects in the motor vehicle that was responsible for the accident, if these are not objects for the personal use of the motor vehicle's passengers;
- b) occurred in the motor vehicle that was responsible for the accident;
- c) is claimed as a damage to property or profit lost originating from the claims made against one another by the insured parties in the motor vehicle that was responsible for the accident;
- d) occurred in consequence of measures taken by the health authorities to end the harmful effects of radiation caused by radiological agents and products or toxic materials;
- e) occurred to the road surface apart from the motor vehicle accident;
- f) occurred while using a motor vehicle as a work equipment, other than for transport purposes;
- g) occurred while loading or unloading a stationary motor vehicle;
- h) occurred while making repairs or doing maintenance on a motor vehicle and is considered an industrial accident;

- i) occurred during a motor vehicle race or the related training or practice session;
 - j) occurred as a result of environmental pollution apart from a motor vehicle accident;
 - k) occurred as a result of continuous deterioration caused in other material objects by the operation of a motor vehicle;
- occurred in consequence of war, hostilities or terrorism.

Validity of insurance contracts, period of insurance cover

Section 16

(1) The term of insurance contracts for motor vehicles required to bear permanent registration plates shall continue indefinitely.

(2) A policy may be concluded for a specified term as indicated in the insurance contract, for motor vehicles bearing temporary registration plates or with temporary use certificates, as well as slow-moving vehicles and motorized cycles and quads, and in connection with motor vehicles for which a registration plate is not required under specific other legislation, and also in the case described in Subsection (7) of Section 4.

(3) The term of insurance contracts for agricultural machinery (slow vehicles) specified in the decree on road transport safety and on the issue and withdrawal of road transport documents shall continue indefinitely.

Section 17

(1) As regards contracts of indefinite duration the period of insurance cover shall be one year, and in connection with contracts renewed as defined in Subsection (2) of Section 5, it shall last until the end of the period of insurance cover fixed in the terminated contract.

(2) The annual insurance cycle shall be indicated on the insurance policy certificate.

(3) The first day of the period of insurance cover shall be the initial day of risk coverage, with the exception of contracts entering into force during the period of discontinuance..

(4) Insurance companies shall send out information pamphlets more than fifty days before the last day of the period of insurance cover to inform the policyholders concerning the annual insurance cycle and the estimated premium for the next period of insurance cover calculated based on the premium tariff rate and on information available at that time.

(4a) In the information pamphlet the insurance company shall inform the policyholders in a manner sufficient to focus attention that:

- a) its premium rates may differentiate, in accordance with Subsection (3a) of Section 23, only to the policyholder' benefit in that the contract shall be considered modified under Subsection (1) of Section 24, and

b) how the contract modified under Subsection (1) of Section 24 has been amended to the policyholder's benefit from the perspective of Subsection (3a) of Section 23.
 (5) Subject to the policyholder's consent, the information referred to in Subsection (4) may be transmitted by way of electronic means as well.

Territorial scope of insurance contracts

Section 18

Territorial scope of insurance contracts shall cover the territories of Member States, and the territories of countries which are parties to the green card system where there is a valid agreement between the national bureaus of such states and the Hungarian National Bureau according to the Internal Regulations.

Coverage risk by insurance companies

Section 19

(1) The coverage of risk by the insurance company (insurance cover) shall commence at the time fixed by the parties in the contract, or failing this at the time the contract is executed, or in the case where a contract is concluded by the person named as the operator in accordance with Subsection (3) of Section 4 at the time of gaining custody of the vehicle – as shown in the motor vehicle registry – or at the time stipulated in the insurance contract at the earliest, or failing this at the time of signing the contract.

(2) A written statement of acceptance by the insurance company or a person authorized by the insurance company shall be required for the insurance cover to take effect before the insurance contract is concluded.

(3) Any contract (insurance) term introduced by the insurance company unilaterally, without the knowledge of the other party, stipulating that the insurance company's coverage of risk shall commence following payment of the premium (first installment of the premium) shall be null and void, excluding when the insurance company requests prompt payment of the premium (first installment of the premium) as an essential part of the offer process.

(4) Coverage of risk by the insurance company shall remain in force during the grace period specified in Subsection (4) of Section 21.

(5) Where a contract has lapsed, the insurance company's coverage of risk shall terminate when the motor vehicle is deregistered, at the time of the vehicle's permanent removal from service, or if there is any change in the person of the operator who is required to take out compulsory motor vehicle liability insurance, at the time of transfer of title, or at the time of losing custody of the vehicle as shown in the motor vehicle registry.

(5a) Where the contract ceases to exist under Subsection (3a) of Section 7 on the grounds of lapse of interest the risk coverage provided by the insurance company shall terminate on the thirtieth day following the date when the ruling adopted in contentious or non-contentious proceedings becomes final or the decision adopted in administrative proceedings becomes definitive, provided that the contract is not terminated before that time for other reasons.

(6) If the insurance contract is terminated by mutual consent, the insurance company's coverage of risk shall cease at the time the contract is terminated, or if the contract is cancelled at the end of the period of insurance cover, on the last day of the period of insurance cover.

(7) If the insurance contract terminates under Subsection (4) of Section 21, the insurance company's coverage of risk shall cease on the last day of the grace period.

(8) If the contract affected by the withdrawal of authorization ceases to exist under Subsection (2) of Section 10, risk coverage provided by the insurance company shall terminate on the day preceding the initial day of risk coverage under the new policy.

(9) The initial day of risk coverage under the new policy provided for in Subsection (8) may not antedate the day when the Authority posted the notice on the withdrawal of authorization.

Payment of premium

Section 20

(1) The premium for the period of risk coverage shall be paid to the insurance company in advance.

(2) Insurance companies shall have the right to demand payment of premium as due until the last day of the period of risk coverage.

(3) The premium due for the insured period under a fixed-term insurance contract shall be paid to the insurance company in full (single premium).

Section 21

(1) The first and subsequent premium installments shall be due and payable at the times specified in the contract.

If no such timetable is available, the first installment shall be paid when the contract is concluded, and subsequent installments shall be due on the first day of the given premium payment period.

(1a) If the premium is amended under Subsection (2) of Section 23, or if any premium paid by the policyholder has to be charged due to any amendment in the relevant legislation to cover another debt, the operator shall be liable to pay the difference – unless otherwise agreed by the parties involved – together with the next premium payment as due, subject to a thirty-day deadline if the premium for the period of insurance cover is paid in full.

(2) The single premium shall be paid – unless there is an agreement between the parties to the contrary – at the time the contract is executed.

(3) Insurance companies shall be entitled to late-payment interest for any delay in the payment of premium.

(4) In the event of non-payment of the premium as due, the insurance company affected shall – in a verifiable manner – dispatch within thirty days from the due date a request for payment to the party in default – indicating the potential legal consequences – with an additional sixty-day deadline from the original due date permitted.

In the event of non-compliance with this grace period, the contract shall be terminated on the sixtieth day following the due date, if not already terminated for other reasons.

(5) The insurance company shall – in a verifiable manner – dispatch a notice to the operator concerning the termination of the contract within fifteen days, if the contract is terminated on the grounds of non-payment of premium.

(6) In connection with Subsection (3) of Section 5, the party is required to pay at the time of conclusion of the contract the premium remaining for the period covered by the renewed contract, as well as the premium due for the grace period in connection with a contract terminated on the grounds of non-payment of premium, if not paid previously.

(7) The insurance company shall satisfy its obligation of notification specified in Section 49 concerning the termination of the contract on the grounds of non-payment of premium as specified in Subsection (4) above to the bureau of insurance policy records within eight working days from the date of termination of the contract.

Provisions for the payment of non-insurance fee

Section 22

(1) Operators must pay the non-insurance fee.

(2) The complete non-insurance fee shall be calculated and collected by the insurance company that provides a contract for the operator after the duration of non-insurance.

In calculating the non-insurance fee the insurance company may take into account the duration of non-insurance occurring over the past five years.

(3) The insurance company shall assess the non-insurance fee without delay after gaining knowledge thereof.

(4) The non-insurance fee shall be calculated based on the premium tariff rate published for the year of the duration of non-insurance; the premium tariff rate published by the insurance company having collected the fee may not be applied.

(5) The operator shall be liable to pay the non-insurance fee calculated according to

Subsections (3) and (4) together with the premium due, subject to a thirty-day deadline if the premium for the period of insurance cover is paid in full in a lump-sum payment.

If the duration of non-insurance exceeds 120 days, the insurance company may provide payment facilities.

(6) If the operator fails to satisfy the obligation described in Subsection (5) above, the provisions set out in Subsection (4) of Section 21 shall apply.

(7) The manager of the Compensation Fund shall publish the annual rate for non-insurance fees, for the calendar year following the time of disclosure of rates – calculated for one calendar year based on the number of claims settled by the Compensation Fund and the related procedural costs -, for each motor vehicle category at the latest forty-five days before the end of the calendar year on the Authority's website in the form decreed by the Governor of the Magyar Nemzeti Bank, and also on the website of MABISZ contemporaneously.

In the event of any inconsistency, the rates published on the Authority's website shall apply.

(8) The manager of the Compensation Fund shall be entitled to recover the non-insurance fee that was not invoiced due to lapse of interest or for other reasons, and any non-insurance fee that was charged by the insurance company and the operator did not pay in full.

(9) The manager of the Compensation Fund – in determining the rate of non-insurance fee calculated as provided for in Subsection (7) – shall set a special and equitable rate for the cases defined in Subsections (11)-(12) of Section 36.

Premium tariff rate, disclosure of rates

Section 23

(1) Insurance companies shall calculate the premium based on the premium tariff rate published for each individual insurance policy, in effect on the first day of the period or term, and – unless otherwise provided for by law – shall not make any changes during the period of insurance cover to which it pertains, with the exception if the premium shown in the contract differs from the one to be calculated based on the premium tariff rate due to the policyholder operator's breach of the obligation of disclosure or cooperation at the time of conclusion of the contract.

(2) In the event of any breach of the obligation of disclosure or cooperation by the policyholder operator at the time of conclusion of the contract, the premium shown in the contract may be amended – relying on the facts and circumstances existing at the time of conclusion of the contract – at the latest within sixty days from the starting day of risk coverage, of which the operator shall be notified as well, based on the premium tariff rates in effect on the first day of the insured period or term, where the

changes shall take effect on the starting day of risk coverage.

(3) Insurance companies are required to publish their rates for each individual insurance policy for the period beginning on a predetermined day after sixty days from the date of publication, on the Authority's website in the form decreed by the Governor of the Magyar Nemzeti Bank, and shall post it on their own website and on the website of MABISZ contemporaneously.

In the event of any inconsistency, the rates published on the Authority's website shall apply.

(3a) The insurance company's premium rates provided for in Subsection (3) hereof may discriminate only to the benefit of policyholders whose contract has been amended under Subsection (1) of Section 24 in that whether the contract is recognized as a new contract or considered modified under Subsection (1) of Section 24.

(4) Insurance companies are required make available their policy conditions and their premium tariff rates in their customer areas and on their website and shall keep them accessible continuously at all times.

(4a) In terms of access provided under Subsection (4) hereof the insurance company shall indicate – in a manner sufficient to focus attention that – in connection with its premium rates that the rates to be applied as provided for in Subsection (3) hereof may discriminate only to the benefit of policyholders whose contract has been amended under Subsection (1) of Section 24 in that whether the contract is recognized as a new contract or considered modified under Subsection (1) of Section 24.

(5) Where an insurance company provides motor vehicle liability insurance in the form of cross-border services and has no establishment in the territory of Hungary, it shall ascertain that the information mentioned in Subsection (4) hereof is posted at the main offices or the private home of the claims adjustment representative and made available for inspection.

Section 24

(1) As regards contracts of indefinite duration, the insurance premium shall be modified as of the first day of the following period of insurance cover based on the premium tariff rate applicable on the first day of the period of insurance cover, and may not be changed during the given period of insurance cover.

(2) Any derogation from Subsection (1) hereof shall be allowed only if expressly authorized by law.

Contracts, Claims and settlements database for setting premium tariff rates

Section 24/A

With a view to achieving the objectives set out in Subsection (9) of Section 4 of Act CXXXIX of 2013 on the National Bank of Hungary (hereinafter referred to as "MNB

Act") and for the performance of the tasks provided for in Paragraphs i) and p) of Subsection (1) of Section 39 of the MNB Act, the Authority shall set up and operate a Contracts, Claims and Settlements Database (hereinafter referred to as "KKTA") for establishing premium tariff rates for compulsory motor vehicle liability insurance policies.

(2) For the purposes of the KKTA the Authority shall use the data received within the framework of data disclosure under Subsection (13) of Section 269 of the Insurance Act, with the proviso that the KKTA shall contain no personal data.

(3) In accordance with Subsection (2), the KKTA contains the following data categories:

- a) identifiers of contracts and partial-loss settlements;
- b) non-monetary contract details (policyholder, vehicle);
- c) premium data relating to contracts;
- d) non-monetary details relating to partial-loss settlements;
- e) information on settlement payments and loss provisions;
- f) information on the effective dates of variable-type data, and/or on the date of occurrence of process-type data.

(4) Insurance companies reporting data under Subsection (13) of Section 269 of the Insurance Act

shall have free access to the KKTA for requesting aggregate data on contracts, claims and settlements for the purpose of carrying out actuarial calculations for publication of the mandatory premium prescribed in Subsection (3) of Section 23.

(5) The Authority shall comply with data requests made under Subsection (4) in aggregate form, where data remain sufficiently detailed for carrying out actuarial calculations, however, without containing any personal data or business secret and without permitting the identification of insurance companies.

(6) The data categories accessible by the insurance companies referred to in Subsection (4) shall cover the following:

- a) non-monetary contract details (policyholder, vehicle);
- b) non-monetary details relating to partial-loss settlements;
- c) information on settlement payments and loss provisions;
- d) information on the effective dates of variable-type data, and/or on the date of occurrence of process-type data.

(7) For the data requests under Subsection (4) the Authority shall have in place an electronically searchable platform; that platform may be accessed by the Authority and by insurance companies only.

(8) The detailed provisions for requesting data shall be decreed by the Governor of the Magyar Nemzeti Bank (National Bank of Hungary).

Bonus-Malus system

Section 25

- (1) The operator shall be entitled to a discount consistent with any accident-free period (bonus), or must pay a surcharge (malus) based on the number of claims for which the insurance company was liable to provide settlement on his behalf (malus).
- (2) Insurance companies are required to use accident and claims records in accordance with another decree, to operate a bonus-malus system relying on such accident and claims records, and to issue accident and claims certificates.

Discontinuance

Section 26

- (1) The insurance company's commitment to provide coverage of risk is suspended in connection with vehicles listed in the motor vehicle registry which are temporarily deregistered at the operator's request or upon proceedings conducted ex officio.
- (2) The bureau of insurance policy records shall notify the insurance company affected concerning the deregistering of vehicles under Subsection (1) by way of electronic means, including the first and the last day.
- (3) The period of discontinuance shall be determined according to Subsection (2), beginning on the day of deregistering and ending on the day of expiry of discontinuance, or when the motor vehicle is placed back into service, however, it shall not exceed one year.
- (4) If the motor vehicle is not reinstated within one year from the time of deregistering, the policy shall be terminated on the day following the last day of the one year period.
- (5) The premium payable after the period of discontinuance shall be due – unless there is an agreement between the parties to the contrary – on the last day of discontinuance.
- (6) In the event of discontinuance where a motor vehicle is temporarily deregistered ex officio, the insurance company shall inform the operator within fifteen days of receipt of the notice referred to in Subsection (2) concerning the discontinuance of coverage of risk and on the consequences of any accident.
- (7) During the period of discontinuance the operator shall not be required to make premium payments with a view to keeping the policy in effect.
- (8) No discontinuance is allowed in connection with vehicles which are not listed in the motor vehicle registry.

Enforcement of claims

Section 27

Insurance companies, the manager of the Compensation Fund, the National Bureau, claims representatives, and the Claims Organization shall provide compensation in accordance with this Act for losses and injuries caused by motor vehicles. Such compensation shall not apply to other claim enforcement options the injured party may have based on liability for damages for loss caused by non-performance of an obligation under the Civil Code.

Section 28

- (1) The injured party shall be entitled to file a claim under this Act, within the limits of the insurance contract, against the insurance company of the person having custody of the motor vehicle that was involved in the accident directly, or in the cases defined by this Act against the manager of the Compensation Fund.
- (2) If the injured party's home (registered office) is located in the territory of another Member State, he has direct right of action against the insurance company established in the territory of Hungary covering the person responsible against civil liability in the Member State where his home (registered office) is located, or in the Member State where the accident occurred, if the accident took place in any State that is a party to the green card system, other than the State where the injured party's home (registered office) is located.
- (3) Claims against an insurance company may be enforced, at the injured party's discretion, against the claims adjustment representative as well, who is acting in the name and on behalf of the insurance company.

Section 29

- (1) The persons involved in an accident shall, at the scene of the accident, exchange the necessary information – referred to in Paragraphs a), b) and d) of Subsection (2) of Section 46 – for identifying their persons and motor vehicles and for verifying liability insurance coverage, as well as information describing the accident. The data and information supplied in this fashion may be disclosed only to the insurance company concerned, the National Bureau, the manager of the Compensation Fund, the Claims Organization, the correspondent, the claims representatives, the claims adjustment representatives, the health insurance administration agency and the pension insurance agency to the extent required for discharging their duties conferred in this Act, and shall be processed according to the relevant provisions of the Insurance Act pertaining to insurance secrets.
- (2) The injured party shall report the loss to the insurance company within thirty days of the time when the accident occurred or of the time of gaining knowledge thereof.

The injured party shall report the loss to the insurance company within thirty days of the time when the accident occurred or of the time of gaining knowledge thereof. In the event of non-compliance with this time limit the sanctions for any delay in the payment of compensation shall not apply to the insurance company, the claims representative, the correspondent, the manager of the Compensation Fund, the claims adjustment representative and the National Bureau with respect to the period between the time when the accident occurred and when it was reported, unless the injured party is able to excuse his delay for reasons beyond his control.

(3) The Claims Guarantee Fund shall cover the claims of the injured party against an insurance company under liquidation in accordance with the relevant insurance contract and the provisions contained in this Act on the enforcement of claims for compensation.

Section 30

(1) The policyholder shall notify his insurance carrier in writing within five working days, supplying the information necessary for settlement and an exhaustive description of the event, indicating also the authority (police) having conducted the proceedings relating to the accident.

(2) The operators lacking a valid insurance contract with sufficient cover shall supply the information referred to in Subsection (1) to the manager of the Compensation Fund within five working days. If – according to the other party involved in the accident, or to the competent authority – the insured party notifies an insurance company that does not carry a valid insurance contract for the operator of the motor vehicle with sufficient cover at the time of the accident, or if the contract is disputed, and there is no other insurance carrier involved with an existing policy with sufficient cover, the insurance company shall submit the notice – without further action – to the manager of the Compensation Fund within eight working days from the date of receipt, and shall at the same time inform the injured party thereof.

The fifteen day, and the three month period referred to in Section 31 shall be reckoned from the working day immediately following the date of delivery of the documents or the notice to the manager of the Compensation Fund.

(3) The insured party must report within five working days if any charges are filed against him – judicial or non-judicial – in connection with the accident.

The insurance company is entitled to provide representation for the insured party in such proceedings.

(4) The operators of uninsured vehicles shall supply the information referred to in Subsection (3) to the manager of the Compensation Fund within five working days. The manager of the Compensation Fund is entitled to provide representation for operators of uninsured vehicles in such proceedings.

(5) The time limit for reporting accidents that occur abroad shall apply as of the day of returning to Hungary.

(6) At the request of the insurance company involved, the National Bureau, the manager of the Compensation Fund, the claims adjustment representative and the correspondent, the competent authority shall provide information concerning the status or the outcome of its investigation of the accident to the extent required for the settlement of claims, including the personal data – specified in Paragraph a) of Subsection (2) of Section 46 – of the victim and the responsible party, on the motor vehicle's distinguishing sign, the name of the insurance company, the number of the policy, and information relating to the accident expressly required in order to facilitate the settlement of claims.

Section 31

Insurance companies and their claims representatives and correspondents, claims adjustment representatives, the manager of the Compensation Fund and the National Bureau is required, within fifteen days of receipt of documents which are deemed essential for settlement, or failing this within three months of the date when the injured party presented his claim for compensation, to:

- a) make a reasoned offer of compensation to the injured party in cases where liability is not contested and the damages have been quantified according to Subsections (1)-(2) of Section 13 for each claim (including information as to interest); or
- b) provide a reasoned reply to the injured party to the points made in the claim in cases where liability is denied or has not been clearly determined or the damages have not been fully quantified.

Section 32

(1) Insurance companies shall determine the justification of claims for compensation relying on the policyholder's statement as to responsibility and on the facts and information available, relative to the policyholder's liability in damages.

(2) The scope of any legally binding judgment dismissing the injured party's compensation claim shall also include the policyholder – as well as the operator and the driver in the cases mentioned in Subsection (1) of Section 35 -, if the court so rules in a lawsuit between the injured party and the insurance company, the claims adjustment representative, the National Bureau or the manager of the Compensation Fund.

(3) Where compensation is payable in cash, the insurance company and the manager of the Compensation Fund shall be required to pay the sum awarded to the injured party within fifteen days following the acceptance of the offer of compensation, or of the date of delivery of the final judgment for the award of damages.

Section 32/A

(1) Where a motor vehicle sustains any damage, the insurance company shall prepare a preliminary calculation on the net and gross amount of the costs of repair and other related expenses covered by the policy, including – where applicable – the amount of depreciation, and shall notify the injured party accordingly.

(2) The insurance company shall cover the costs of repair, including value added tax, of a motor vehicle following an accident to the injured party only if the invoice the injured party has presented contains the description of work carried out on the motor vehicle, including material costs and labor charges, and if the invoice meets the applicable requirements set out in the Accounting Act, except if the injured party opted to use the net amount of compensation referred to in Subsection (1) for purposes other than having the motor vehicle repaired, where this is feasible in due consideration of transport safety regulations.

Where applicable, the insurance company shall cover the amount of depreciation as referred to in Subsection (1).

In the case of total loss, or if the motor vehicle is damaged to an extent where it is deemed unrepairable or unrecoverable for technical reasons, the insurance company shall provide compensation based on the motor vehicle's market value before the damage, with the residual value (salvage value) deducted.

Assignment**Section 33**

In so far as compensation has been provided in respect of any loss or injury, the insurance company, the National Bureau or the manager of the Compensation Fund shall be subrogated to the insured party, or the operator or driver in the cases defined in Subsection (1) of Section 35 in their rights against the person who caused the accident – up to the amount of compensation.

Recourse**Section 34**

(1) Insurance companies, the National Bureau and, if an advance is made as provided for in Subsection (6) of Section 36, the manager of the Compensation Fund may demand repayment of the amount of compensation paid:

- a) from any person who drove the motor vehicle without the permission of the operator or lawful user;
- b) from the insured party, in the case of several insured parties, jointly and severally, if they have willfully and unlawfully caused the loss or injury collectively;
- c) from the driver, if he drove the motor vehicle while under the influence of alcohol

or any substance that has the capacity to impair one's ability to drive, or from any insured party if having permitted such person to drive the motor vehicle in question, unless they are able to prove that they did not know that the driver was under the influence of alcohol or of any other intoxicating agent at the time of the accident;

d) from the driver, if he did not have a driver's license, or from any insured party if they permitted such person to drive the motor vehicle in question, unless they are able to prove that they had good reason to believe that the person driving the motor vehicle did have a driver's license;

e) from the operator, if the accident is attributable to the seriously neglected mechanical condition of the motor vehicle;

f) from the driver, if the loss or injury was caused by the failure to provide help, or if driving recklessly in the case of professional drivers;

g) from the operator or the driver in the event of non-compliance with the obligation of disclosure or notification of changes, or the obligation of reporting accidents and any loss or injury at the time the contract is concluded or when the accident occurred, to the extent of the impact this conduct had on the insurance company's payment obligation.

(2) If the insured party, or the driver is required to make compensation in the cases described, respectively, in Paragraph c), and in Paragraph f) of Subsection (1) above, the insurance company, the National Bureau, and the manager of the Compensation Fund is entitled to file a compensation claim for up to 5 million forints in connection with any accident within the framework of performed services.

(3) If the driver and the operator is required to make compensation in the case described, respectively, in Paragraph d) and Paragraph e) of Subsection (1), the insurance company, the National Bureau, and the manager of the Compensation Fund is entitled to file a compensation claim for up to 1.5 million forints in connection with any accident within the framework of performed services.

(4) If the operator or the driver is able to verify the lack of intent in his breaching of the obligation specified in Paragraph g) of Subsection (1), the insurance company, the National Bureau, and the manager of the Compensation Fund is entitled to file a compensation claim for up to 500,000 forints in connection with any accident within the framework of performed services.

(5) The insurance company, the National Bureau, and the manager of the Compensation Fund may not file a compensation claim against the heir of a deceased policyholder.

21/2011. (VI.10.) NGM decree

About the bonus/malus system, the classification and the rules of issuing a claims history certificate

Based on the authorization in point b) of Section 69 (1) of the Act LXII of 2009 on Insurance Against Civil Liability in Respect of the Use of Motor Vehicles, according to my function defined in point f) of Section 73 of the Government Regulation 212 of 2010 on the function and authority of the ministers and the secretary leading the Prime Ministry, I decree the followings:

1. General rules of the bonus-malus system

Section 1

As applied in this decree:

1. requesting party: operator of the vehicle requesting a certificate about the claims history (no-claims status) of the insured vehicle;
2. claims history data: date of the compensation obligation connected to the claim acknowledged by or finally judged against the insurer (serving as the basis for the need for compensation), occurred during the contractual relationship between the insurer and the operator of the vehicle based on the mandatory motor third party liability insurance contract (the first payment connected to the compensation or the date when the judgement against the insurer becomes final); the fact and date of the reimbursement of the paid amount of compensation until the specified deadline, the proven fact that the operator has no claims.
3. newly entering operator: the operator of the vehicle concluding a contract who has not had a motor third party liability insurance contract for a Hungarian vehicle in the specified vehicle category in the 2 years preceding the conclusion of the contract.

Section 2

- (1) The bonus/malus system applies for passenger cars, motorcycles, buses, trucks, tractor trucks, agricultural tractors.
- (2) The bonus/malus system contains a base A00 class, 10 bonus and 4 malus classes for the vehicle categories specified in paragraph (1).
- (3) The insurer assigns the individual contract to one of the bonus/malus classes (classification) aiming at determining the premium based on the claims history data of the period between the starting day of the previous insurance period and that of the new insurance period according to the table in Schedule 1.
- (3a) In addition to the application aiming at determining the classification specified

in paragraph (3), the insurer may take into consideration the claims history data as a further correction factor according to the tariff book.

(4) The insurer is obliged to keep record of its individual mandatory motor third party liability insurance contracts according to the bonus/malus system.

Section 3

- (1) In respect of the given contract the advantages and disadvantages of the bonus/malus system are attached to the contracted operator of the vehicle, regardless of who the driver was.
- (2) A classification connected to a given insurance contract cannot be applied to further simultaneously operated vehicles of the operator under the duration of the contract.
- (3) In case the given vehicle is unlawfully taken into use, and the criminal prosecution is reported, damages caused by the unauthorized user do not influence the classification of the contract.

2. Rules regarding the classification

Section 4

- (1) The contract of any operator who is new in the system will be categorized into class A00, except for contracts which were concluded on the basis of a claims history report.
- (2) The classification of the contract does not change within a given insurance period, except for cases specified in paragraphs (4) and (5) below, in paragraphs (3) to(5) of Section 5, and in paragraph (3) of Section 7 .
- (3) The classification increases one class in the next insurance period, in case the contracted vehicle has been insured for at least 270 days during the period between the starting day of the insurance period directly preceding the new insurance period and that of the new insurance period, and in this period, regardless of the date of the damage, no compensation obligation of the vehicle's operator (first payment of a claim or date of final judgement against the insurer) became known in respect of the contracted vehicle.
- (4) When classifying a new contract, the insurer takes into consideration the classification of a given contract achieved by the operator (with respect to a vehicle belonging to the same vehicle category) for 2 years after the termination of the contract. In case a contract is terminated due to non-payment, the classification cannot be carried on to a contract concluded for another vehicle
- (5) In case the operator already has a contract for a given vehicle and simultaneously enters into a contract for a vehicle belonging to the same vehicle category, the new contract must be categorized into class A00.

In case the contract of the vehicle belonging to the more favorable class terminates due to lapse of interest, the classification of the terminated contract can be validated – even during the insurance period - on another contract of the operator within 2 years following the day of termination, taking into consideration the number of claims of the insurer that become known during the period between the starting day of the preceding insurance period of the vehicle with more favorable class and the date of the validation.

Section 5

(1) The insurer shall determine the initial classification of the contract on the basis of the operator's declaration, or in lack of such declaration initially classifies the contract as A00.

(2) Between the 15th and 30th day following the commencement date of the insurance period the insurer shall request the data necessary for the bonus/malus classification of the contract from the records of damages as defined in the Act LXII of 2009 on Insurance Against Civil Liability in Respect of the Use of Motor Vehicles (hereinafter: damage records).

The insurer shall carry out the identification in the damage records on the basis of the registration number communicated by the operator and the number of the certification document of the preceding insurance or on the basis of the damage records identification number. It shall determine the classification on the basis of the data of the immediately preceding insurance period available in the damage records (period of risk coverage, claims history data).

(3) The insurer shall determine the final classification of the contract within 45 days following the commencement date of the insurance period with effect from the commencement date of the insurance period and simultaneously register the bonus/malus classification in the damage records and shall send a notification to the operator about the applicable insurance premium according to the classification if the such classification differs from the one declared by the operator..

(4) If the data necessary for the classification of the contract cannot be identified in the damage records on the basis of the declaration of the operator until the 30th day following the commencement date of the insurance period, the insurer shall send a notification to the operator about this fact within 15 days.

If the data still cannot be identified in the damage records after the 60th day following the commencement date of the insurance period, the insurer shall determine the final classification of the contract in class A00 within 15 days with effect from the commencement date of the risk coverage and shall send a notification to the operator about the applicable insurance premium according to the classification.

(5) If the insurer learns that the operator provided false data either about the identification of the vehicle or about the classification of the contract in order to obtain a

more favourable classification, and as a result identification in the damage records becomes impossible, the insurer shall classify the contract in class M04.

Section 5/A

If an insurer classified the contract as A00 pursuant to Section 5 (4), due to the differences between the data in the damage records or related records and the data recorded in the contract containing the valid data, and the data necessary for the identification and classification of the contract later become available in the damage records, then the insurer of the insurance period when the data are corrected shall, on the basis of the data in the damage records, determine the final classification of the contract with effect from the commencement date of the relevant insurance period.

Section 6

(1) The insurer shall take into consideration the certificate on previous claims, provided by the policy holder, in accordance with the rules of classification, if such certificate contains the period recorded by the previous insurer, the period without damages or the number of damages caused by the operator during the term of the contract acknowledged by the insurer or finally stated in court proceedings.

(2) The insurer may only take into consideration a certificate or certificates which are issued with respect to the last, continuous period of time.

Section 7

(1) The operator is entitled to reimburse to the insurer the total amount of damages paid by the insurer within 45 days of the insurer's written notification of the payment of such total amount of damages.

(2) If the operator paid the total amount of damages to the insurer, such fact shall be taken into consideration with respect to the classification of the contract as if the insurer was not obliged to pay for damages.

(3) If upon classification the obligation to pay for damages on the basis of which the damages were later paid was taken into consideration, the operator shall be entitled to the classification in accordance with paragraph (2).

(4) In the case of spreading of losses the payment of damages made on the basis of the relevant insurance contract must be taken into consideration.

Section 8

(1) The insurer shall, on the basis of a power of attorney given by the requesting party, request from the damage records agency the issuing of a certificate pursuant to Section 51 (10) of the Act LXXII of 2009 on Insurance Against Civil Liability in Respect of the Use of Motor Vehicles.

(2) If the data necessary for the issuing of the certificate defined in paragraph (1) are available for the insurer, the insurer may provide the certificate without filing a request with the damage records agency.

3. Closing provisions

Section 9

This decree shall enter into force on 15 June 2011.

Section 10

The rules of classification of the Decree 19 of 2009 of the Ministry of Finance on the bonus/malus system, the classification thereto and the issuing of claims certificates (hereinafter: Decree) shall be applied for the classification of contracts in the case of which the certificate defined in point a) of Section 6 (1) of the Decree were received before 1 July 2011.

Section 11

Section 8 of this Decree serves the purpose of conformity with Article 16 of the Directive 2009/103/EC of the European Parliament and of the Council of 16 September 2009 relating to insurance against civil liability in respect of the use of motor vehicles, and the enforcement of the obligation to insure against such liability.

Section 12

Section 5/A of this decree enacted by the Decree 36 of 2012 of the Minister of National Economy amending Decree 21 of 2011 of the Minister of National Economy regulating the bonus/malus system, the classification thereto and the issuing of claims certificates (hereinafter: Amending decree) shall also be applicable to contracts to be classified on the basis of data (necessary for the identification and classification of the contract) available before the entry into force of the Amending decree.

Schedule 1 of Decree 21 of 2011 of the Minister of national economy

Bonus-malus classification of passenger cars and motorcycles

Starting class	Based on claim history data of the period between the commencement day of the previous insurance period and the commencement day of the new insurance period				
	0 claim	1 claim	2 claim	3 claim	4 or more claims
B10	B10	B08	B06	B04	M04
B09	B10	B07	B05	B03	M04
B08	B09	B06	B04	B02	M04
B07	B08	B05	B03	B01	M04
B06	B07	B04	B02	A00	M04
B05	B06	B03	B01	M01	M04
B04	B05	B02	A00	M02	M04
B03	B04	B01	M01	M03	M04
B02	B03	A00	M02	M04	M04
B01	B02	M01	M03	M04	M04
A00	B01	M02	M04	M04	M04
M01	A00	M03	M04	M04	M04
M02	M01	M04	M04	M04	M04
M03	M02	M04	M04	M04	M04
M04	M03	M04	M04	M04	M04

Bonus-malus classification of buses, trucks, tractor trucks, and agricultural tractors

Starting class	Based on claims history data of the period between the commencement day of the previous insurance period and the commencement day of the new insurance period				
	0 claim	1 claim	2 claims	3 claims	4 or more claims
B10	B10	B09	B08	B07	B06
B09	B10	B08	B07	B06	B05
B08	B09	B07	B06	B05	B04
B07	B08	B06	B05	B04	B03
B06	B07	B05	B04	B03	B02
B05	B06	B04	B03	B02	B01
B04	B05	B03	B02	B01	A00
B03	B04	B02	B01	A00	M01
B02	B03	B01	A00	M01	M02
B01	B02	A00	M01	M02	M03
A00	B01	M01	M02	M03	M04
M01	A00	M02	M03	M04	M04
M02	M01	M03	M04	M04	M04
M03	M02	M04	M04	M04	M04
M04	M03	M04	M04	M04	M04

Thank you for putting your trust in us

Please feel free to contact us regarding any questions, requests or comments

You can do so as follows:

Through your insurance intermediary
Via our telephone customer service:
+36 (1/20/30/70) 421-1-421
On our website: www.allianz.hu

You can access our services as follows:
On our website: www.allianz.hu

Allianz Hungária Zrt.

→ [+36 \(1/20/30/70\) 421-1-421](tel:+3612030704211421)

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