

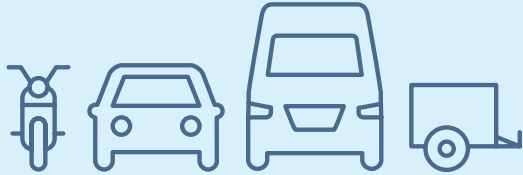


# INSURANCE BENEFITS GUIDE

Effective from 1 July 2020

# 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 events you cannot control. Rely on our experience and enjoy your drive. We are with you every step of the way.**

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# 1. INTRODUCTION TO YOUR INSURANCE



## THE ALLIANZ MYCAR MOTOR INSURANCE COVERS YOU AND YOUR VEHICLE ACCORDING TO YOUR PERSONAL NEEDS.

The Benefits Guide contains all relevant information about this insurance in one document and explains everything you need to know.

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.

This document describes the type of coverage of each package, informs you about claims handling, explains insurance terminology to you, and answers frequently asked questions. It contains also some general important information that may not be always relevant to the package you chose.

In addition to this document you receive **the offer and the insurance policy** with information about the **package you chose** as well as **respective deductibles and/or limits of coverage**. The Benefits Guide, the offer and your policy **contain complementary information** – so please read them together.

If you have any questions while or after going through the document, feel free to contact us. We are ready to help.

**Phone number:**

+36 (1/20/30/70) 421-1-421

**Our website:** [www.allianz.hu](http://www.allianz.hu)

# 2. YOUR PRODUCT TERMS AND CONDITIONS

**We are Allianz Hungária Zrt. (1087 Budapest, Könyves Kálmán krt. 48-52., hereinafter referred to as: we, the insurer or Allianz).**

**We offer four distinctive packages with different type of coverage.**

**Please note that your insurance policy covers only the risks included in the package you have chosen. The package is described in the other document you received – the insurance policy.**

In addition to the Benefits Guide and the policy, the offer, the declarations made during the offer, the clauses, the tariff rate announced regarding the motor third-party liability insurance coverage, Section 1-34 of the MTPL Act LXII of 2009 as well as the documents having the titles Supplement of Product information and terms and conditions and Differences from Legal Regulations and Previous Contracting Practices form part of the insurance contract.

In this general terms and conditions 'contract' refers to the Allianz MyCar motor insurance contract, which contains all coverages you chose. On the offer and policy forming a part of the contract we show the Allianz MyCar policy number, as well as the policy number of the MTPL and/or the casco and other coverages, depending on the package you chose.

# 2.1. WHAT DOES THE PRODUCT COVER?

**This chapter provides detailed information on insured events covered by the various packages of the Allianz MyCar motor insurance. Please note that your insurance only covers the insured events included in the package of your (policyholder) choice and indicated on your insurance policy.**

## 2.1.1. OBJECTS OF INSURANCE, INSURED PERSONS, BENEFICIARIES

### 2.1.1.1 Objects of insurance

The insurance may only be concluded on motor vehicles with verified ownership which is obliged for a Hungarian registration certificate or a substitute document that replaces the Hungarian registration certificate (e.g. a temporary registration certificate, a temporary use certificate or a registration certificate called "certificate sheet").

### 2.1.1.2 Objects of casco coverages

The insurance covers according to the package chosen (section 2.1.3.):

i) **the motor vehicle indicated on the insurance offer with the identification data** (Hungarian registration plate, chassis number or vehicle identification number) and

- its registration sticker and license plates;
- accessories compulsory for participation in road traffic of the vehicle;
- child safety seat;
- anti-theft equipment (e.g. immobiliser, alarm system)

- featured equipment indicated in the offer

that are properly installed or built in, locked in or fixed on the motor vehicle. The insurance does not cover parts not identified with the motor vehicle.

ii) **Electro-acoustic, multimedia and navigation systems and wheel rims are covered by the casco coverages as follows:**

- up to HUF 250,000 for manufacturer (OEM) rims;
- up to HUF 250,000 for manufacturer (OEM) electro-acoustic, multimedia and navigation systems of the vehicle and their accessories; and up to 100,000 HUF for manufacturer (OEM) or later installed electro-acoustic, multimedia and navigation systems of the vehicle and their accessories of **motorcycles**.

The above limit of HUF 250,000 for both above group of equipment and for passenger cars may be extended by the policyholder up to HUF 500,000 or HUF 1,000,000 by the payment of extra premium in which case the casco coverage also includes OEM or different wheel rims, electro-acoustic, multimedia and navigation systems.

Electro-acoustic equipment and accessories built in after the manufacturing process with any modification to the passenger cabin

or the luggage compartment are not covered.

iii) **OEM basic and featured equipment**

When making an offer, you must confirm the OEM serial and featured equipment of the motor vehicle. In case of wheel rims and electro-acoustic, multimedia and navigation systems you must also indicate the extension of the coverage on the offer as described in point ii) above.

In case of **passenger cars** the following qualify as featured equipment:

- leather or partially leather internal OEM upholstery;
- wheel rims in case of extended coverage as described in point ii) above;
- electro-acoustic, multimedia and navigation systems in case of extended coverage as described in point ii) above;
- partially or entirely glass surface top;
- special OEM headlight: partially or entirely Xenon, Bi-Xenon, LED, adaptive LED, laser light (not including LED normal light);
- active safety equipment: "night vision" equipment, lane safety assistant, blind spot monitoring, distance control assistant, adaptive cruise control, Head-Up display type, partially or entirely automatic drive equipment.

In case of **motorcycles** the following qualify as featured equipment:

- xenon lights;
- OEM navigation system built in at the factory;
- sport motorcycle streamline profiles built on the vehicle at the factory or later;
- the sidecar of the motorcycle;
- automatic gearbox;
- moped car superstructure;
- OEM storage boxes which may be locked and permanently attached to the vehicle (maximum 3);
- protective helmet;
- motorcyclist clothing.

The following featured equipment of the motorcycle will be covered by NatCat, animal collision, vandalism and own damage coverages only:

- up to 2 protective helmets each up to HUF 100,000;
- clothing made for the protection of the health of the driver and the passenger, protectors, gloves, high boots and boots (together motorcyclist clothing) up to HUF 150,000 per person and up to HUF 300,000 in total.

Allianz services are not available for aesthetic damages which do not hinder proper usage.

You may conclude a contract for vehicles categorised as **moped cars** if the moped car has a valid licence plate and registration certificate, and you provide information on the vehicle

type when concluding the contract and pay the premium applicable for motorcycles.

#### iv) **OEM extra and other extra equipment**

In order to fulfil service requests for OEM extra and other extra equipment, upon submitting the request for services the policyholder needs to confirm that these were appropriately installed in or on the vehicle when the insured event took place.

**When determining the new value of the motor vehicle** upon making the offer, please also take into account the OEM basic, OEM extra and other extra equipment.

The equipment of the motor vehicle may be confirmed by the following:

- existence of OEM serial equipment: by the Eurotax code serving for the identification of the motor vehicle, or the presentation of the vehicle to the insurer;
- OEM extra or other extra equipment: by confirmation of the installation (e.g. invoice of purchase, service invoice), or the presentation of the vehicle to the insurer.

**The extension of coverage for other extra or featured equipment built in after the conclusion of the contract** need to be initiated by the report of modification executed under section 2.3.1.

Vehicles with special superstructure, lawfully converted vehicles and vehicles officially constructed by assembly will be insured if the (modified) features and the purpose of the vehicle were recorded on the offer when signing the contract and these are identified in the documents of the vehicle.

**Certain casco coverages are not available for all types of vehicles;** please take this into account when selecting your insurance package. If you choose a package in which the casco coverages are not available for the vehicle you want to insure, then the package may be modified to an available one in the course of assessing the acceptance of the offer (see section 2.1.3.).

#### 2.1.1.3 Insured person

The following person(s) or organisation(s) may be the insured person of the contract in case of different coverages.

- i) **In case of the motor third-party liability insurance coverage (MTPL coverage):** the insured person is the policyholder and operator of the vehicle and the person driving the motor vehicle.
- ii) **In case of casco coverages:** the insured person is the owner of the motor vehicle indicated in the registration certificate; the insurer performs services to that person. If a financing entity is

also insured due to the contract on financing (co-insured) then the terms and conditions applicable to the operator of the motor vehicle apply to the financing entity as well.

#### iii) **In case of coverage for personal accidents:**

- 1) basic coverage: the person driving the vehicle;
- 2) extended coverage:
  - the driver and passengers of the insured passenger car with 1 to 9 seats,
  - the driver of the insured bus, truck, vehicle with special superstructure, road or agricultural tractor and no more than two attendants.
 The insurance does not cover the passengers of such vehicles.

If the insured person did not give his/her consent to the conclusion of the personal accident coverage the appointment of the beneficiary will be null and void. In this case the beneficiary will be the insured person or his/her heirs, who will be obliged to refund the policyholder any premiums and expense paid under the personal accident coverage.

The insured person (if not the same person as the policyholder) may withdraw his/her consent for signing the personal accident coverage at any time. In case of withdrawal the personal accident coverage will terminate at the end of the insurance period.



iv) **In case of casco and personal accident coverages:** if the policyholder and the insured person are not the same person, the insured person may take the place of the policyholder in the contract.

v) **In case of road side assistance coverage:** passengers traveling in the insured vehicle when the insured event occurs up to the number of seats indicated in the registration certificate of the vehicle.

vi) **In case of legal support coverage:** the policyholder and the person lawfully using the insured vehicle.

#### **2.1.1.4. The person entitled to the insurance service in case of coverage for personal accidents**

The insured person is entitled to the insurance service in case of the occurrence of the insured event. If the insured person dies Allianz will pay the sum insured to the beneficiary indicated by the insured person or to the heirs of the insured person. Beneficiaries may be natural or legal persons.

Several beneficiaries may be indicated for one insurance service. In such a case you may determine the proportion of the sum assigned. If the proportion is not determined the beneficiaries will receive the same amount of money.

You may swap beneficiaries by a written declaration addressed and submitted to Allianz prior to the occurrence of the insured event. You may withdraw the assignment at any time. These changes require a written consent of the insured person in case it is not the same as policyholder.

You (the policyholder of the personal accident coverage) may take a commitment by a written declaration addressed to the beneficiary and / insured person to keep the assignment of the beneficiary in effect without interruption. The insurer must be informed of such declaration. You may not modify or withdraw such beneficiary assignment without the consent of the insured person and/or the beneficiary.

If the contract is concluded without the consent of the insured person, the part containing the beneficiary assignment with respect to the personal accident coverage will be null and void. In such case the heirs of the insured person will be deemed as the beneficiaries who will have to refund the policyholder the premium and expenses paid under the personal accident coverage.

The assignment of the beneficiary will become ineffective if the beneficiary dies before the occurrence of the insured event or in case of legal person it ceases to exist without a successor. If you (as policyholder) do not make another declaration about assignment

and if you (as policyholder) assigned more than one beneficiaries previously the assigned sum will be divided in the proportion of the assignments remaining in force.

If upon the occurrence of the insured event there is no valid beneficiary assignment in force then the insurer will pay the sum insured to the heirs of the insured person.

#### **2.1.2. GENERAL PRODUCT SPECIFICATIONS**

##### **2.1.2.1. Scope and territorial extension of coverage, or where your insurance is valid**

i) **MTPL coverage:** your insurance policy covers the member states of the Agreement on the European Economic Area and Switzerland as well as the countries of the Green Card System.

ii) **Casco and legal support coverages:** the insurance covers insured events occurring in the territory of Albania, Andorra, Austria, Belgium, Bosnia-Herzegovina, Bulgaria, Cyprus, the Czech Republic, Croatia, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Montenegro, the Netherlands, North Macedonia, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, the United Kingdom and the Vatican.

You may request the extension of the territorial scope of casco coverages with our consent (given in a special risk assessment process) and upon payment of a surcharge.

iii) **Legal support coverages:** contrary to point ii) legal consultancy related to purchasing new or used motor vehicles is valid in Hungary and covers insured events which occur in the territory of Hungary and which are subject to jurisdiction of a Hungarian court.

iv) **Roadside assistance:** the insurance covers insured events occurring in the territory of Albania, Andorra, Austria, Belgium, Bosnia-Herzegovina, Bulgaria, the Czech Republic, Croatia, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Montenegro, the Netherlands, North Macedonia, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, the European part of Turkey, the Greek part of Cyprus, the United Kingdom and the Vatican.

v) **Personal accident coverage:** the insurance covers the personal accidents occurring in the vehicle insured under the MTPL and/or casco coverages in the whole world, to which the service obligation of the insurer applies.

### 2.1.2.2. Green Card

Upon your request we will issue a Green Card to confirm the validity of your MTPL coverage. The content of the certificate will comply with the uniform international standard; it attests that you have valid motor insurance abroad as well as in Hungary.

You can find further information about countries where you need the Green Card and the countries where the registration plate with the country sign is sufficient to confirm the MTPL coverage at the website of Magyar Biztosítók Szövetsége (MABISZ) (Association of Hungarian Insurers).

The Green Card will only be issued for the period for which the insurance premium was paid. If you did not or did not fully paid the insurance premium for the MTPL coverage and the paid premium does not last until the end of the grace period (due date + 60 days) then the Green Card can be issued until the end of the grace period.

The Green Card will not be issued for vehicles that may be used only in Hungary on the basis of their registration plates.

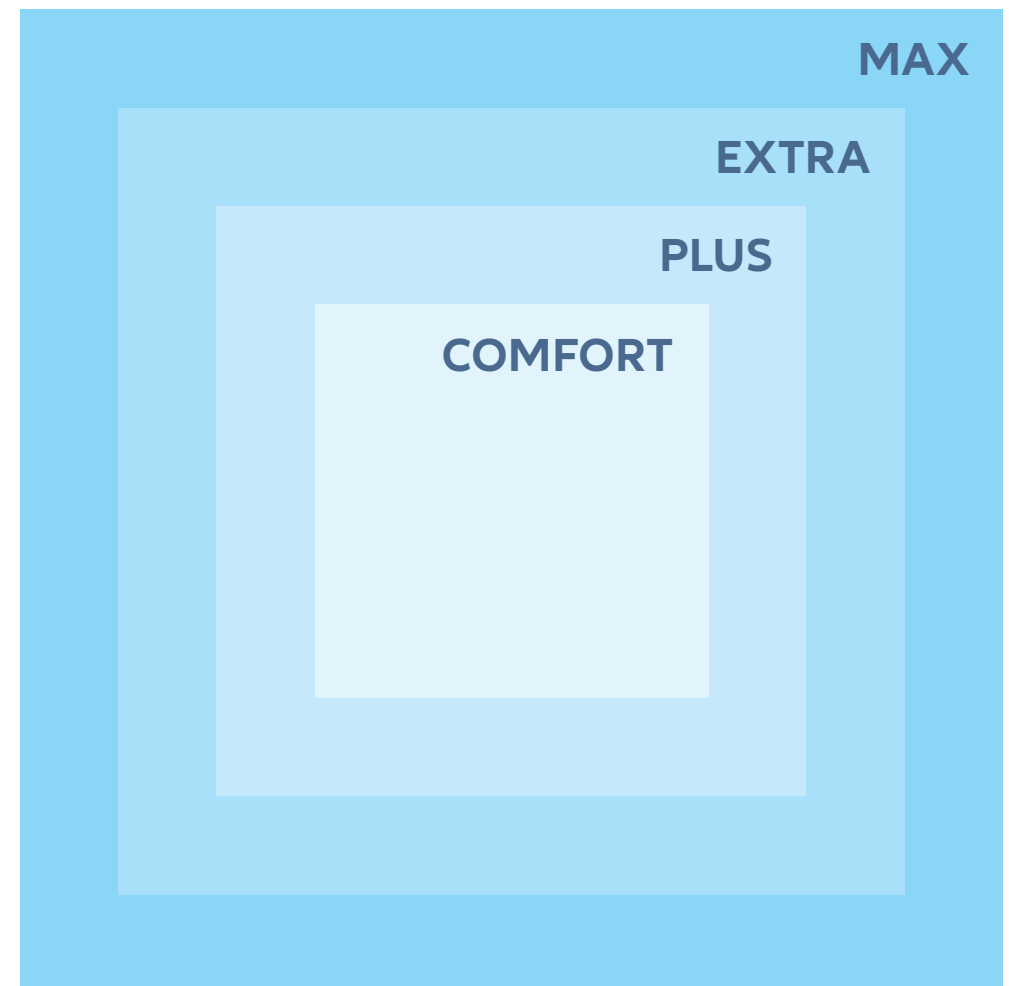


## 2.1.3. TABLE OF COVERAGES

**THE ALLIANZ MOTOR INSURANCE IS AVAILABLE IN 4 PACKAGES OF YOUR CHOICE.**

Below you will find straightforward information about cases when Allianz will pay you the compensation per each package available in the Allianz MyCar motor insurance.

Please do not forget to read the following section on general exclusions, which describes cases when Allianz cannot cover you.



# TABLE OF COVERAGES

PROVIDED COVERAGES	COMFORT	PLUS	EXTRA	MAX	COVERAGE DEFINITIONS
<b>MOTOR THIRD PARTY LIABILITY - MTPL*</b>	✓	✓	✓	✓	Mandatory insurance which covers the damage you caused to others with your insured vehicle.
<b>LEGAL SUPPORT</b>	✓	✓	✓	✓	Includes advice via hotline in case of a legal dispute following a car accident.
<b>ROADSIDE ASSISTANCE (BASE)**</b>	✓	✓	✓	✓	Includes immediate assistance (e.g. towing to nearest repair shop, mobility service) in case of an accident and/or vehicle malfunction.
<b>PERSONAL ACCIDENT (BASE)</b>	✓	✓	✓	✓	Covers the driver in case of death or permanent disability caused by a car accident.
<b>NATURAL CATASTROPHES</b>		✓	✓	✓	Covers damage, destruction or loss of vehicle due to e.g. wind, hail, landslide, flood.
<b>FIRE, EXPLOSION</b>		✓	✓	✓	Covers damage, destruction or loss of vehicle as a consequence of fire or explosion.
<b>ANIMAL COLLISION</b>		✓	✓	✓	Covers damages caused by collision with an animal.
<b>ROADSIDE ASSISTANCE (EXTENDED)**</b>		✓	✓	✓	Includes extended immediate assistance scope (e.g. car rental, hotel accommodation, return home) in case of an accident and/or vehicle malfunction.
<b>PERSONAL ACCIDENT (EXTENDED)</b>		✓	✓	✓	Covers the driver and passengers in case of death and/or permanent disability caused by a car accident.
<b>THEFT</b>			✓	✓	Covers theft of entire vehicle, vehicle part or components and damage/destruction caused by break-in and/or unauthorized use of the vehicle.
<b>VANDALISM</b>			✓	✓	Covers damages resulting from vandalism, i.e. destroying or damaging of insured vehicle by a third person.
<b>GLASS</b>			✓	✓	Covers repair or replacement, in case of damages, i.e. cracks or fragmentations to windshield and other glass components.
<b>OWN DAMAGE (MOD)</b>				✓	Covers damages of the insured motor vehicle or its parts and accessories as a result of unpredicted and surprising events.
<b>GAP INSURANCE</b>				✓	Reimbursement in case of total loss takes into consideration the actual new value of the passenger vehicle.

\* You can choose the Plus, Extra and Max packages without an MTPL coverage.

\*\* You can also conclude your contract with a reduced roadside assistance service if you have OEM roadside assistance for the vehicle.

In the table below we summarise the most important information about the coverages provided in this contract. You can find the detailed content of the coverages in sections 2.1.3.1. to 2.1.3.14.

The terms and conditions refer to the coverages of the above packages as follows:

- **MTPL coverage:** motor third-party liability insurance coverage
- **Casco coverages:** NatCat, fire and explosion, animal collision, theft, glass, vandalism, own damage, gap insurance
- **Other coverages:** : legal support, road side assistance (base and extended), personal accident (base and extended)

The insurance coverages of the particular packages are available for individual motor vehicle types as follows:

AVAILABLE COVERAGES	VEHICLE											
	PASSENGER CAR	TRANSPORT VEHICLE UP TO GROSS COMBINED VEHICLE WEIGHT OF 3,500 KG	TRANSPORT VEHICLE OVER GROSS COMBINED VEHICLE WEIGHT OF 3,500 KG	MOTOR CYCLE		MOPED (MOTORIZED CYCLE) AND QUAD	BUS	ROAD TRACTOR TRAILER	AGRICULTURAL TRACTOR	SLOW VEHICLE	MACHINE TOOL	TRAILER, SEMI-TRAILER
MTPL	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓
LEGAL SUPPORT	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓
ROAD SIDE ASSISTANCE (BASE)	✓	✓		✓								
PERSONAL ACCIDENT (BASE)	✓	✓	✓				✓	✓	✓	✓	✓	
NATCAT	✓	✓	✓	✓			✓	✓				✓
FIRE AND EXPLOSION	✓	✓	✓	✓			✓	✓				✓
ANIMAL COLLISION	✓	✓	✓	✓			✓	✓				✓
ROAD SIDE ASSISTANCE (EXTENDED)	✓	✓		✓								
PERSONAL ACCIDENT (EXTENDED)	✓	✓	✓				✓	✓				
THEFT	✓	✓	✓	✓			✓	✓				✓
VANDALISM	✓	✓	✓	✓			✓	✓				✓
GLASS	✓	✓	✓	✓			✓	✓				
OWN DAMAGE	✓	✓	✓	✓			✓	✓				✓
GAP INSURANCE	✓											

For a comprehensive description of each benefit, please read the following section.

Below you will find more details about what individual packages cover and what they do not cover; what services Allianz will provide and some general restrictions (exclusions, exemptions).

### 2.1.3.1. Motor third-party liability insurance (MTPL)

#### What is covered?

The compulsory insurance covers the damages you caused to others with your insured motor vehicle.

The damage caused with a motor vehicle will be compensated for if the operator is liable to compensate it under the provisions of Hungarian civil law.

#### What is not covered?

The insurance does not cover the damage

- to objects in the motor vehicle that caused the accident, if these are not objects of personal use of the motor vehicle's passengers;
- to your car that caused the accident;
- to property or profit lost originating from the claims made against one another by the insured parties in the motor vehicle that caused the accident;
- occurred as a result of measures taken by the health authorities to end harmful effects of radiation caused by radiological agents and products or toxic materials;

- occurred to the road surface due to other reasons than the motor vehicle accident;
- occurred if you use the car as a work equipment, other than for transport purposes;
- occurred while loading or unloading a stationary motor vehicle;
- occurred while making repairs or doing maintenance on a motor vehicle and is considered an industrial accident;
- occurred during a motor vehicle race or the related training or practice session;
- occurred as a result of environmental pollution due to other reasons than the motor vehicle accident;
- occurred as a result of continuous deterioration caused to objects of property by the operation of a motor vehicle;

### 2.1.3.2. Legal support

#### What is covered?

Allianz will provide you the services listed below for the following insured events:

**Legal support in relation to claims for damages** provides coverage in case of traffic accidents in which you were involved with your insured vehicle while using it properly.

**Legal support in criminal proceedings and offences** related to driving as a result of any traffic accident caused by the insured vehicle.

**Contractual legal support** coverage provides legal counselling in case of legal disputes arising from the breach of the sale and purchase agreement related to the insured vehicle or prior to signing the purchase and sale agreement of a new or used motor vehicle to be purchased by the insured person.

The above insured events shall occur in the following points in time:

- in case of legal support for damages: the time of occurrence of the personal accident.
- in case of legal support in criminal proceedings and contravention actions: the time of committing or the alleged time of committing the infraction or criminal offence.
- in case of contractual legal support: the time or alleged time of committing the behaviour implementing the breach of agreement and in case of requesting a template purchase and sale agreement for the motor vehicle the time of the occurrence of the circumstance on the basis of which the template agreement needs to be transferred.

If several events have the same cause, occur at the same time and relate to the same insurance contract they will be considered one insured event. It does not matter if the insurance claim involves one or more than one insured people.

**Our legal support service partner is D.A.S. Jogvédelmi Biztosító Zrt** (the "service provider"). The service provider will provide legal support consultancy service in compliance with your insurance contract.

#### What is not covered?

The insurance does not cover:

- events when the insured person driving the motor vehicle does not have a legal driving licence or the vehicle does not have a valid registration certificate, a valid registration plate or a valid MOT test;
- events when the insured person driving the motor vehicle was under the influence of alcohol, psychoactive substances or medicines affecting driving capacity or when after the occurrence of a traffic accident the insured person did not report the accident and provide cooperation as set forth by law,
- the insured person is investigated in criminal proceedings or contravention actions for committing an action threatening the life or physical safety of other(s) by damaging or destroying roads, vehicles, operational equipment or the accessories; creating obstacles; removing traffic signs; deceiving signs, applying violence or threat against the driver of a travelling vehicle or any other similar way;
- the insured person is investigated in criminal proceedings or contravention action for allowing

any person to drive a motor driven vehicle under the influence of alcohol or psychoactive substances or when incapable of driving for any other reason on public road or on private road not closed for public traffic.

- disputes between you and Allianz as your insurer;
- damage in the vehicle occurred in relation with personal injury;
- payment of fines and cash penalties (the insurer will not pay any fines or cash penalties instead of the insured person) and damages, or claims payable by the insured person;

- providing legal support in procedures related to claims for damages, other claims, tort or liabilities of the insured person based on the contracts concluded (e.g. parking surcharge or claim against the insured person for not paying the consideration for any service used);
- payment of fine charged on the insured person or the legal representative due to unfair conduct or omission in legal proceedings related to an insurance claim or extra costs arising in relation with such conduct;

- bankruptcy, liquidation proceedings, dissolution of business, property settlement, compulsory strike off, or judicial review proceedings;
- enforcement of legal claims in lawsuits and out of court proceedings arising in relation with the insured events specified in the insurance contract and related costs.

**2.1.3.3. Road side assistance (base)**

**What is covered?**

- **Roadside assistance and vehicle transport**

When your vehicle does **not function well, is damaged or destroyed** and you cannot use it for transport pursuant to the provisions of the Road Traffic Safety Act, we will provide **roadside assistance and**, if that is not successful, **vehicle transport** in accordance with section 2.4.2.4.

With respect to the road side assistance coverage the following are considered as **malfunction**, or **damage to or destruction of the vehicle**:

**Malfunction** – an unexpected mechanical, electrical or electronic

**ROAD SIDE ASSISTANCE (BASE)**

BENEFIT	EVENT									
	BREAKDOWN	DAMAGE OR DESTRUCTION	VANDALISM	THEFT OF VEHICLE		THEFT OF VEHICLE PARTS OR EQUIPMENT	FLAT TYRE	LACK OF FUEL	WRONG FUEL	KEYS (LOCKED, LOST, BROKEN)
REPAIR ON SPOT, MAX 1H	✓	✓								
TOWING	✓	✓								
MOBILITY SERVICE UP TO 50 KM	✓	✓	✓	✓		✓	✓	✓	✓	✓
INFORMATION SERVICES	✓	✓	✓	✓		✓	✓	✓	✓	✓

For a comprehensive description of each benefit, please read the following section

incident, which results in the immobilisation of the vehicle or:

- discharged battery
- defect of the external lighting of the vehicle
- wiper defect
- safety belt defect
- alarm system defect.

#### Damage to or destruction of the vehicle

– an unexpected event affecting the vehicle from the outside and resulting in the immobilisation of the vehicle because of the following risks:

- breakage due to traffic or road accident
- fire or explosion
- natural disasters – e.g. storm, heavy rain, thunder stroke, flood, torrent, high water, landslide, earthquake, avalanche
- glass breakage

You may use our service any times you want to, during the term of the insurance. One exception is a discharged battery. You can use our help in this case twice for the term of insurance.

#### • Transport of persons

When you cannot continue driving due to:

- **malfunction, damage to or destruction of the vehicle** in accordance with this section 2.1.3.3
- **vandalism**

- **flat tyre**
  - misfuelling or insufficient **fuel**
  - **theft** of the vehicle or vehicle parts or equipment
- we will organise transport and cover the **cost of transport** of the driver and any passengers pursuant to section 2.4.2.4.

#### • Information services

You can call us any time and request information pursuant to section 2.4.2.4 (even if you do not need any assistance with your vehicle).

#### • Reduced roadside assistance

If you have OEM roadside assistance for the insured vehicle, you may choose to include reduced roadside assistance in your contract – for a reduced premium – until the end of the validity of the OEM roadside assistance. The reduced roadside assistance contains only those services included in the above extended roadside assistance that are not available under the OEM roadside assistance, and other services are included only to the extent that they exceed the services provided under the OEM roadside assistance. Therefore, the reduced roadside assistance and the OEM roadside assistance together may not exceed the services included in the extended roadside assistance service.

If you have concluded your contract with reduced roadside assistance, we

will provide the full extended roadside assistance after the expiry of the OEM roadside assistance, for the full premium of the extended roadside assistance service. You do not have to make a separate statement about this.

#### What is not covered?

In addition to the General Exclusions mentioned in Section 2.2 Allianz will **not** cover the following damage and costs:

- the cost of purchasing or replacing a key or other device used for starting or unlocking the vehicle
- the cost of purchasing new tyres and safety belts
- as a result of self-mutilation or suicide of the driver
- of parking fees, fines, cheques and costs, except in case we have organised transport to a guarded parking lot pursuant to our vehicle transport service
- **the cost of fuel, road tax, technical inspection of the vehicle** (except for the necessary inspection of the vehicle in case of repair at the place of a malfunction/accident), **ferryboat, customs duty, traffic fines and violations**
- **materials and spare parts** used for vehicle repair, diagnostics and vehicle repair in an auto shop
- costs not previously approved by Allianz
- incurred by the cargo and objects transported by the insured vehicle
- **incurred if the vehicle is not registered**

- loss of income of the driver and/or passengers
- loss of income from the transport of passengers for a fee
- compensation for sustained injuries

Allianz will not be responsible for delays in providing a service, if the cause of the delay is a:

- strike, civil unrest, riot, terrorism, war, civil war, or the effect of nuclear power
- force majeure.

#### 2.1.3.4. Personal accident (base)

##### What is covered?

##### Personal accident insurance covers:

- death of the insured person as a result of traffic accident while operating the insured motor vehicle;
- permanent disability of the insured person exceeding 30% as a result of traffic accident while operating the insured motor vehicle.

A traffic accident while operating the vehicle means a sudden external force not within the intention of the insured person of the personal accident coverage causing

- the death of the insured person within one year, or
- the permanent disability of the insured person within two years provided that the traffic accident causing the insured event happened during the term of the contract.



**What is not covered?**

The permanent disability or death of the insured person that occurred when getting in and out of the vehicle or parking.

In addition to the general exclusions listed in section 2.2. it is **not an insured event**, if the **permanent disability or death** of the insured person **due to a traffic accident** occurs

- a) in a coup d'état or other takeover of government, during military administration or a state of emergency, or in any other event which leads to the declaration or maintaining of military administration or state of emergency (except for the case, if it was a result of fulfilling official or governmental duties),
- b) due to the insured person's active participation in a terrorist act,
- c) as a direct or indirect result of or in connection with a terrorist act, except for the cases and up to limits specified in this point below,
- d) due to the effects of structural modification of atomic nucleus or radioactive radiation or other ionizing radiation (if not applied for therapeutic reasons),
- e) directly or indirectly due to the use of atomic, biological, or chemical weapons or radioactive, biological materials and chemicals – as a result of an attack or intentional entry to corporate premises or other property (e.g. atomic power

plants, recycling plants, permanent or temporary landfills, research reactors, warehouses or factories) or their parts, lots, movable assets (e.g. transportation or storage containers), which leads to the emission of radiation or atomic, biological or chemical military substances or ingredients.

**Allianz will not pay compensation under point a)** for any damages caused directly or indirectly by or occurring as a result of or in relation to the events listed in point a), irrespective of the causes or events contributing to it or occurring simultaneously or after one another.

**Allianz will not pay compensation for any kind of damages caused directly or indirectly by, resulting from or related to any acts aimed at or in any relation to the stopping, preventing, suppressing, decreasing of events listed in point a).**

**Allianz will not pay compensation in the case of terrorist acts in point b) and c)** for any kind of damages caused directly or indirectly by, resulting from or related to a terrorist act, irrespective of the causes or events contributing to it or occurring simultaneously or after one another.

**Allianz will not cover** any loss or injury that occurred directly or indirectly by an **activity connected to**

**a terrorist act** or carried out **to rein, prevent, suppress, mitigate the act of terrorism**, or shall not cover any loss or injury that **originates from or is connected to a terrorist act**.

Allianz will cover the personal injury of one insured person having a personal insurance at the insurer valid at the time of the terrorist act, **up to the amount of 50 million HUF**, regardless of the sum insured of the contract(s) in the case the personal injury occurred **in connection with a terrorist act** as per point c).

In case the compensation reaches the limit of 1 billion HUF, the insurer will cover the claim divided in proportion based on the number of persons injured in the terrorist act, up to the above mentioned amount. The sums paid to individual insured persons by the insurer will not be divided in proportion. The sum paid by the insurer will not be reclaimed.

Based on terrorism as per point c), the insurer will provide service up to the amount of **1 billion HUF** in case of personal injury deriving from terrorist act **occurred within one calendar year** to all the insured persons having personal insurances at the insurer valid at the time of the terrorist act.

In case the service provided for all the insured persons reaches the amount of 1 billion HUF, the insurer shall

cover the claim divided in proportion based on the number of persons injured in the terrorist act, up to the above mentioned amount. The sums paid to individual insured persons by the insurer will not be divided in proportion. The sum paid by the insurer will not be reclaimed.

**The insurer will not pay compensation** in case the attack or invasion as per point e) has been carried out by the use of IT devices. In this case the insurer will not pay compensation for death related to traffic accident.

**The insurer will not pay compensation** if the insured event occurred in relation to the suicide of the insured person.

Allianz will cover the personal injury of one insured person having a personal insurance at the insurer valid at the time of the terrorist act, **up to the amount of 50 million HUF**, regardless of the sum insured of the contract(s) in the case the personal injury occurred **in connection with a terrorist act** as defined in the general exclusions.

In case the service provided for all the insured persons reaches the amount of 1 billion HUF, the insurer shall cover the claim divided in proportion based on the number of persons injured in the terrorist act, up to the above mentioned amount.

Based on terrorism as defined in the general exclusions, Allianz will provide service up to the amount of **1 billion HUF** in case of personal injury deriving from terrorist act **occurred within one calendar year** to all the insured persons having personal insurances at the insurer valid at the time of the terrorist act.

In case the service provided for all the insured persons reaches the amount of 1 billion HUF, the insurer shall cover the claim divided in proportion based on the number of persons injured in the terrorist act, up to the above mentioned amount.

The amounts paid by the insurer to the individual insured people will not be proportionate. The amount already paid by the insurer will not be reclaimed.

**The insurer will not pay compensation if** the insured event occurred

- due to the insured person taking medication without medical prescription or not according to the prescribed dosage, including cases where driving is not recommended while taking the medication,
- as a result of the drunken condition of the insured person, or the insured person being under the influence of drugs or narcotics,
- as a result of mental disturbance or disturbance of consciousness or loss

of consciousness of any degree or suicide or attempted suicide of the insured person within 2 years of the starting date of the coverage,

- as a consequence of a treatment or intervention of medical purpose done to the body of the insured person by himself or others with his consent not having medical qualification causing bodily injury (except for these occurred due to an insured event),
- as a consequence of a criminal act deliberately committed by the insured person,
- as a result of driving without a licence.

**Allianz does not cover:**

- not healthy organs and parts of the body already permanently injured prior to the personal accident;
- persons who stole or took the vehicle without the knowledge and approval of the owner or user (vehicle seizure) and any passengers in the vehicle.

**Exemption of the insurer or the exclusion** due to driving the vehicle without a valid driving licence **does not apply if**

- the insured natural person or the person driving the motor vehicle used for driving instructions and testing did not have a driving licence but the personal accident occurred during the practice (test) conducted by using the insured vehicle in order to obtain the driving licence provided that the driving (test) took place in the presence of an instructor (examiner) holding an official permit;
- the driver of the motor vehicle had expired driving licence due to missed medical test but the driving licence was extended with the same conditions within 30 days of the insured event. If the insured person was unable to attend the medical test for certified serious reason (e.g. personal injury, stay in hospital, etc.) the 30-day deadline will be counted from the termination of such hindrance.



### 2.1.3.5. NatCat

#### What is covered?

Damage caused to the insured motor vehicle by the following natural events:

- lightning, earthquakes (at least grade V of the EMS scale), landslides, rock falls and mudslides, collapse of natural cavity or underground structure, windstorm of at least 15 m/s, cloudburst, flood, inundation, other water overflow, hail, avalanche, snow pressure
- damage caused by overvoltage accessing the vehicle through the charging cable during the normal charging process of the vehicle driven in part or in whole by electric power

#### What is not covered?

The following risks are excluded from the NatCat coverage:

- damage caused by environment pollution or environmental damage;
- damage that occurred as a result of opened or disassembled condition of any part which would prevent the damage or mitigate its consequences (e.g. you left your passenger cabin or car boot door, bonnet, window or top glass, convertible top partially or completely open);
- damage caused by overvoltage: damage caused by induction overvoltage in relation with the change of magnetic field for any reason (e.g. due to lightning or its induction effect).

### 2.1.3.6. Fire and explosion

#### What is covered?

Damage caused to the insured motor vehicle or its parts and accessories during normal operation by explosion or fire due to any failure or spreading of those onto the vehicle.

#### What is not covered?

Damages caused due to the improper use or maintenance of the vehicle, the use of the vehicle contrary to the instructions of the manufacturer, inappropriate or unauthorised transportation of flammable materials and those damages which occur as a result of the conversion or modification of the vehicle.

### 2.1.3.7. Animal collision

#### What is covered?

Allianz will compensate for damage caused to the moving vehicle and its parts and accessories if you have a direct collision with animals.

#### What is not covered?

On the basis of the animal collision coverage, Allianz will not pay any compensation if the damage occurred without a collision with the animal (e.g. when you tried to avoid the collision) and the damage that was not caused by the collision with the animal.

### 2.1.3.8. Road side assistance (extended)

#### What is covered?

The extended road assistance will protect you in the same cases as the basic road assistance.

In addition to the basic coverage the extended coverage includes the following services in accordance with section 2.4.2.4.:

- **replacement vehicle**
- **hotel accommodation or return home**
- **tyre replacement**
- **fuel delivery**
- **transport of mortal remains**
- **return for a recovered vehicle**
- **vehicle scrap removal**
- **information services**

We will provide the **roadside assistance, vehicle transport and replacement vehicle services** also in case when due to:

- **vehicle malfunction, damage or destruction as described in point 2.1.3.3.**
- **vandalism**
- **misfuelling**
- **vehicle lockout and inability to unlock the vehicle due to loss or damage of the key or other device used for unlocking and starting the vehicle**
- **theft of vehicle parts or equipment**

the vehicle got immobilized and can no longer be used in public traffic pursuant to the provisions of the Road Traffic Safety Act.

In the case of **flat tyre** we provide **tyre replacement** and in the case of **running out of fuel** while driving we provide **fuel delivery** service.

**IN THE CASE OF  
FLAT TYRE WE  
PROVIDE TYRE  
REPLACEMENT AND  
IN THE CASE OF  
RUNNING OUT OF  
FUEL WHILE DRIVING  
WE PROVIDE FUEL  
DELIVERY SERVICE.**

## ROAD SIDE ASSISTANCE (EXTENDED)

BENEFIT	EVENT									
	BREAKDOWN	DAMAGE OR DESTRUCTION	VANDALISM	THEFT OF VEHICLE		THEFT OF VEHICLE PARTS OR EQUIPMENT	FLAT TYRE	LACK OF FUEL	WRONG FUEL	KEYS (LOCKED, LOST, BROKEN)
REPAIR ON SPOT, MAX 1H	✓	✓	✓			✓	✓ <sup>1</sup>	✓ <sup>2</sup>	✓	✓
TOWING	✓	✓	✓			✓	✓ <sup>1</sup>	✓ <sup>2</sup>	✓	✓
REPLACEMENT VEHICLE	4 days/ 2x per year	6 days	6 days	6 days		6 days			4 days/ 2x per year	4 days/ 2x per year
HOTEL ACCOMMODATION <sup>3</sup>	✓	✓	✓	✓		✓			✓	✓
RETURN HOME <sup>3</sup>	✓	✓	✓	✓		✓			✓	✓
MOBILITY SERVICE UP TO 100 KM	✓	✓	✓	✓		✓	✓	✓	✓	✓
INFORMATION & CONCIERGE SERVICES	✓	✓	✓	✓		✓	✓	✓	✓	✓
RETURN FOR RECOVERED VEHICLE				✓						
TRANSPORT OF MORTAL REMAINS		only in case of accident								
VEHICLE SCRAP REMOVAL		HUF 40 000	HUF 40 000							

You can find detailed description of the services in this point 2.1.3.8. and in point 2.4.2.4.

<sup>1</sup> Please refer to „Tyre replacement“

<sup>2</sup> Please refer to „Fuel delivery“

<sup>3</sup> Services exclude each other

**Replacement vehicle, hotel accommodation and return home services**, in accordance with section 2.1.3.3., are only available if the malfunction of the vehicle cannot be repaired on the day of the insured event and the insured event is not caused by a flat tyre or running out of fuel.

**Hotel accommodation and return home services** may be chosen alternatively with respect to one insured event these two services may not be both used in the case of the same event.

In the case of **total loss** of the insured vehicle due to a damage described in section 2.1.3.3., we provide **scrap removal**.

#### Reduced roadside assistance

If you have OEM roadside assistance for the insured vehicle, you may choose to include reduced roadside assistance in your contract – for a reduced premium – until the end of the validity of the OEM roadside assistance. The reduced roadside assistance contains only those services included in the above extended roadside assistance that are not available under the OEM roadside assistance, and other services are included only to the extent that they exceed the services provided under the OEM roadside assistance. Therefore, the reduced roadside assistance and the OEM roadside

assistance together may not exceed the services included in the extended roadside assistance service.

If you have concluded your contract with reduced roadside assistance, we will provide the full extended roadside assistance after the expiry of the OEM roadside assistance, for the full premium of the extended roadside assistance service. You do not have to make a separate statement about this.

#### What is not covered?

In addition to situations not covered by the basic package, the extended package does not cover:

- miscellaneous hotel costs, except the costs of accommodation

#### 2.1.3.9. Personal accident (extended)

##### What is covered?

The extended personal accident insurance will protect you in the same cases as the base personal accident insurance. The difference is that apart from the driver it additionally covers the insured people in the vehicle in case of their death or disability.

#### What is not covered?

The exclusions and reasons for exemption for extended personal accident coverage are the same as described for the base personal accident coverage.

#### 2.1.3.10. Theft

##### What is covered?

Allianz will reimburse you for:

- theft or seizure of properly closed motor vehicle for the purpose of unauthorised use;
- theft of any part or accessory of the motor vehicle from the vehicle or from the interior of properly closed vehicle;
- robbery of the motor vehicle or any of its parts or accessories, damage caused by the actions described above and damage caused by the theft of the property within the vehicle, which is no part or accessory, or damage caused during such attempts.

Robbery is when the offender takes the motor vehicle, any of its parts or accessories for the purpose of unlawful misappropriation and uses violence or direct threat of life or physical safety against the legal user or the person guarding the vehicle or if such person is put into unconscious state or incapable of defending themselves.

Properly closed motor vehicle means:

- all doors and windows are properly locked, closed and installed to prevent unauthorised entry into the motor vehicle without violence;
- locks, lock inserts code cards and ignition cards are properly usable, they cannot be opened with a foreign key or ad hoc tool without damage;

- built-in OEM or later installed additional protection equipment which were presented to Allianz when concluding the contract or it was reported later (e.g. immobiliser, gearbox lock, alarm, GPS tracker) is functional at the time of the theft and switched on for the protection of the vehicle;
- policyholder demonstrably possesses all means (e.g. key, code card, keycard) opening of the vehicle without damage.

The **motorcycle** is properly closed if OEM steering lock is locked which by proper usage can prevent seizure of the vehicle without violence.

#### What is not covered?

Allianz does not pay compensation in the following cases:

- embezzlement of the motor vehicle;
- theft of the rented vehicle within the rental contract period;
- you left accessories allowing to start and drive the vehicle at the time of the theft (e.g. ignition key, code key, starting card, key or code to disable protection) and/or vehicle registration card;
- you did not report the theft to police and do not have a report from the police;
- the offender took the vehicle from you by applying violence against you in order to keep the vehicle;
- theft of the protective helmet(s) and motorcyclist clothing in the case of **motorcycles**.

### 2.1.3.11. Vandalism

#### What is covered?

Damage deliberately caused to the insured motor vehicle or its parts and accessories by others and not related to theft.

We consider “others” such foreign people whose actions causing damage do not exempt us from providing our services to you.

#### What is not covered?

Allianz does not pay compensation when you did not report vandalism to police and do not have a report and damage caused by another vehicle.

### 2.1.3.12. Glass

#### What is covered?

Allianz will cover the cost of repair of damage in the glass surfaces (glass, side and back window glasses and the glass top if indicated in the contract) of the vehicle as a result of sudden external force or the replacement of glass if it cannot be repaired. If you have Extra package and the glass surfaces of the vehicle are also damaged in the case of a breakage, then we provide coverage for the damage of the glass surfaces in accordance with the above.

#### What is not covered?

Pursuant to the glass coverage, damages to the insured vehicle that are covered by the NatCat, fire and explosion, animal collision, theft, or vandalism coverages, even if only the glass surfaces are damaged.

If you have a Max package, damages that are covered by the own damage coverage where the glass surfaces and other parts and equipment of the vehicle are also damaged will not be compensated for pursuant to the glass coverage.

## ALLIANZ WILL COVER THE COST OF REPAIR OF DAMAGE IN THE GLASS SURFACES.

### 2.1.3.13. Own damage

#### What is covered?

Damage caused by unpredicted and surprising events to the insured motor vehicle or its parts and accessories or caused by others (not related to theft).

#### What is not covered?

Allianz does not compensate for the following risks:

- events that occurred when the documents of the vehicle were invalid for travelling on public roads and when the vehicle did not have a valid document to be operated in traffic for more than 60 days prior to the time of the insured event;
- own damage occurring in vehicle with special superstructure or equipped with self-loading equipment, tipping trailer or other equipment for work, or its parts or accessories during the work with the body of such vehicle (e.g. crane or ladder use, tipping) or during the preparation of such vehicle for work or transport or due to the irregular use of the special superstructure (e.g. moving with lifted tipping trailer, open crane arm, ladder, turntable ladder);
- damage caused by the theft, robbery and voluntary taking away of the vehicle or such attempt or by the theft or robbery of the parts or

accessories of such vehicle or such attempt and by the theft of the property stored in the vehicle but not qualified as part or accessory or such attempt;

- damage caused by external force not affecting the vehicle due to violating the rules of fixing load;
- own damage caused by unprofessional towing or trailer use;
- damages to your vehicle due to **assembly** or **disassembly** of the vehicle equipment;
- damages caused by the **load** or **luggage** carried;
- breakage of the motorcycle that was caused by riding off the public roads. In this respect, public roads are roads intended for pedestrian and road vehicle traffic and which are public areas or private areas not closed from public traffic (private roads).

### 2.1.3.14. Gap insurance

#### What is covered?

Allianz will pay the difference between the new value and the actual value of the passenger car at the time of the damage but not more than 30% of the new value and not more than HUF 6,000,000 if the insured event causing the lapse of interest under the casco coverages (section 2.4.2.2.i)) occurs within 12 months of the first registration of the vehicle.

The coverage is available only for passenger cars (M1 category) purchased as new in Hungary if the insurance contract was concluded within 6 months of the first registration of the vehicle.

New value means the lower value of the following:

- Hungarian retail price published by the relevant Hungarian lead representative or in lack of a Hungarian lead representative, by the manufacturer; or
- actual amount paid as the purchase price of the insured vehicle confirmed by an invoice.

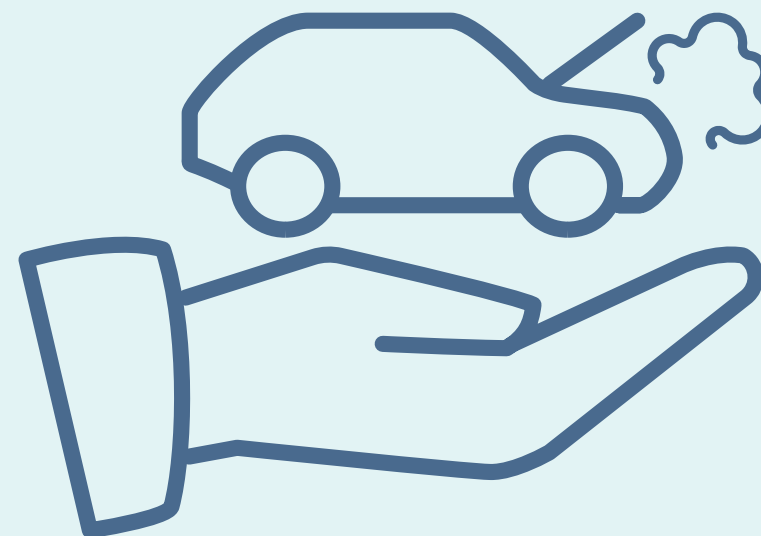
If the passenger car was already damaged at the time of the insured event, Allianz will pay lower compensation by the repair costs of such damage.

If the premium was calculated on the basis of the actual invoice price of the passenger car exceeds the Eurotax catalogue value then the basis of the compensation will be the price of the vehicle written on the invoice applied as the basis of the premium.

#### What is not covered?

Gap protection does not include the value of the wreck and the applicable deductible.

- Allianz does not pay compensation if
- the passenger car is registered more than two years after its production;
  - the passenger car is a motor home;
- further, if the passenger car
- had been qualified as total loss by any insurer prior to the starting date of the insurance coverage;
  - is operated as a taxi; or
  - is used as a rented vehicle.



# 2.2. WHAT ARE GENERAL EXCLUSIONS OF THE PRODUCT?

In the previous section we described what the product includes and what it does not include. There are situations where general exclusions from coverages in the product apply, or when we do not provide coverage or when we are exempted from paying for damages. Please read below what these situations are - the information is relevant to all coverages.

## 2.2.1. DAMAGE AND PROPERTY NOT COVERED BY THE INSURANCE

If the following general exclusions apply, we will not pay for your damages.

### 2.2.1.1. Damage caused by external circumstances

**Casco, legal support and roadside assistance coverages** do not cover insured events caused by reasons below:

i) effect of radiating, toxic or hazardous biological or chemical materials and products or due to

measures taken in order to eliminate their harmful effect or damage directly attributable to the use of nuclear, biological or chemical weapons;

ii) damage occurring in direct or indirect causality with war, civil war, combat actions, internal riots, strike, demonstrations or any other mass events and terrorist acts or preventive action due to terrorism or during coup d'état or other takeover, military administration or state of emergency or during any event which leads to the announcement or maintenance of military administration or state of emergency;

iii) damages caused by rodents (e.g. mouse, rat) or carnivore (e.g. beech marten, weasel) in the equipment or parts in the engine compartment or the passenger cabin (e.g. chewing of cables);

iv) damage caused by freezing of the coolant liquid.

**The MTPL coverage will not include damages caused by war, hostilities or terrorism.**

Allianz does not compensate for any damage performed in order to stop, prevent, suppress or eliminate any events listed in points i) and ii) or caused directly or indirectly by, or arising from or related to any activity in relation with such events.

### 2.2.1.2. Damage related to the use of the motor vehicle

Allianz does not pay compensation under the **casco, legal support and roadside assistance coverages** for insured events cause by reasons below:

- damage occurring at motor races or other events entertaining an audience and during the preparation for such events;
- damage occurring during the use of the vehicle by or with the consent of the insured person or the policyholder for deliberate criminal offence, or while escaping from official action by the policyholder, the insured person or the person driving the vehicle with their authorisation or consent;
- damage due to water taken in by the engine;
- damage occurring in relation with conversion requiring a permit but performed without such permit;
- damages of **motorcycles** occurring while the vehicle is used as a taxi or during the term of a rent.

### 2.2.1.3. Parts, accessories and other expenditures

Allianz does not pay compensation **under the casco coverages** for:

- damage of parts and accessories as a result of a cause that is not insured (e.g. wear, tear, scratches caused by the wipers);
- damage caused by the loss of air from tires, cap of tire coming off, explosion or irregular wear of the



tires without collision of the vehicle, including wear due to emergency braking;

- value and increase in value of expenditures in order to increase OEM set power;
- parts and accessories stored separately from the vehicle (e.g. in garage, workshop, apartment), except for keys, starting cards, devices required to operate the alarm and anti-theft equipment stored separately;
- parts and accessories in addition to the ones that are compulsory by law which were stored in the vehicle but are not necessary for the proper use of the vehicle;
- accessories and tools used to transport cargo (e.g. roof rack, roof box, tying and fixing elements, ad hoc tarpaulin, mesh or cover not fixed on a frame, bicycle rack);
- fuels, lubricant, performance and anti-wear oil additives, except for gearbox oil.

### 2.2.2. EXCLUSION FROM THE SERVICES OF THE INSURER

Allianz does not compensate **under the casco coverages** for the following damage and cost:

- depreciation of the vehicle;
- shipping and procurement cost of individually procured part or accessory for the repair of the damaged vehicle;
- cost of registering the vehicle again after deregistration;

- damages and costs (e.g. lost profit) arising due to the inability to use the insured vehicle;
- additional cost arising in connection with the procurement of a new vehicle serving to replace the vehicle destroyed in an insured event (e.g. administrative service fees, duties);
- taxes (including value added tax) which the insured person is not liable to pay for any reason or which may be reclaimed.

### 2.2.3. EXEMPTION OF THE INSURER

#### i) Exemption of the insurer in case of casco, legal support and assistance coverages

Allianz will not compensate for damage occurring in the vehicle or its parts and accessories if it is demonstrated that such damage was caused unlawfully, deliberately or by gross negligence by

- the insured person or the policyholder natural person or any relative residing with them, or
- the executive member of the insured person legal entity or its employee, member or agent in charge of the management of the vehicles; or
- the managing officer of the insured person legal entity.

Allianz will always investigate the perpetrator's behaviour or failure and assess whether it was gross negligence and a reason for total or partial exemption of Allianz.

Allianz will not compensate for damage if you did not attempt to prevent or mitigate it.

Gross negligence means:

- the driver of the insured vehicle or the vehicle towing the insured trailer did not have a valid driving licence for the vehicle or articulated vehicle at the time of the insured event, except if
  - the driver of the vehicle used for training and testing did not have a driving licence but the own damage occurred during legitimate practice (test) performed in order to obtain such licence;
  - driver of the motor vehicle had expired driving licence due to missed medical test and it is not demonstrable that the accident occurred in relation with the health condition of the driver or the driving licence was extended with the same conditions within 30 days of the insured event. In case of reasonable hindrance (e.g. personal injury, stay in hospital, etc.) the 30-day deadline will be counted from the termination of such hindrance.
- the restriction(s) recorded in the driving licence of the driver of the insured vehicle or the vehicle towing the insured trailer did not allow for the legitimate driving of the insured vehicle or articulated vehicle.

- the insured vehicle was driven under the influence of medicine or medication negatively influencing driving capacity or under the influence of alcohol or person(s) in such condition was allowed to drive;
- the use of narcotics and/or psychoactive substances can be detected in the body of the driver of the insured vehicle;
- the insured vehicle was overloaded or operated or towed in an unprofessional manner;
- the insured vehicle was used inappropriately;
- the vehicle was unsuitable for road transport irrespectively of the validity of the registration certificate. Such condition is for instance the wear of the steering gear or the braking assembly preventing safe use, or their malfunction due to the lack of maintenance, the condition, age (overuse) or wear of the tire(s) exceeding the legally permitted extent or use of tires not suitable for the given road or weather conditions (e.g. driving with summer tires in winter road conditions);
- the damage occurred due to not using the safety belt in which case Allianz will not compensate part of the damage;
- in case of NatCat the insured person / policyholder does not observe preventive and mitigating provisions;
- in case of theft the insurer demonstrates that the vehicle was

stolen using the previously obtained ignition key, starting key, etc. (device allowing to start and take the vehicle) left unattended;

- k) the number of passengers in the vehicle was higher than the permitted number of passengers at the time of the insured event.
- l) In case of fire and explosion the gross breach of fire prevention rules.

ii) **Exemption of the insurer in case of personal accident coverage**

**Allianz will not pay compensation if the insured person's death is caused intentionally by the beneficiary.** In this case the coverage will terminate in

relation to the relevant insured person on the day when the insured person dies, without any payment by the insurer.

**Further, Allianz will not pay compensation for the insured person's death under the personal accident coverage if** the insured event occurred due to an accident of the insured person caused unlawfully and intentionally or with gross negligence by the policyholder or a relative of the policyholder living in the same household. In this case the coverage will terminate in relation to the relevant insured person on the day when the insured person dies, without any payment by the insurer.

**ALLIANZ WILL NOT PAY COMPENSATION IF THE INSURED PERSON'S DEATH IS CAUSED INTENTIONALLY BY THE BENEFICIARY.**



## 2.3. WHAT ARE YOUR AND ALLIANZ RESPONSIBILITIES? – GENERAL OBLIGATIONS

This section informs about our and your obligations during the insurance period.

### 2.3.1. YOUR OBLIGATIONS

#### i) **obligation of reporting**

You or the insured person are obliged to inform Allianz about any circumstance relevant in relation with undertaking the insurance that you are or must have been aware of at the time of concluding the contract and Allianz asked when concluding the contract.

In particular in relation with the MTPL coverage in case of an existing contract the starting day of the new insurance period or the definite period following the last day of the insurance period or the duration or in case of changing insurers, the name of insurer providing coverage for the previous insurance period, the number of the document certifying the insurance and the damage history system ID number

if the operator already has one. The data required for determining the non-insurance fee shall also be provided.

You are obliged to answer the insurer's questions truthfully. If you do not answer any questions in itself you do not breach this obligation.

#### ii) **obligation of reporting changes**

Notify us – in the case of substantial changes in writing – on changes occurring after the conclusion of the insurance and confirm changes by documents if necessary within 8 days in particular:

- change of name, home address (registered seat, premises), bank account number (in case of business association or other organisation also the vat number), email, phone number of the insured person (policyholder);
- if the policyholder is a legal entity then the merger with another legal entity, demerger or reorganisation and termination for any other reason;
- change of identification data of vehicle (registration plate, chassis number) including the permanent registration plate received upon Hungarian registration of an imported vehicle with a temporary registration plate;
- change of ownership of the vehicle (with a sale and purchase of gift contract, document certifying return

- or replacement based on warranty, grant of probate or inheritance certificate);
- conversion of the vehicle requiring a permit or change of equipment (e.g. other extra equipment);
- final deregistration of the vehicle;
- loss or theft of vehicle registration card or registration certificate of the vehicle;
- loss, theft, replacement or copying of accessories allowing to start and drive the vehicle (keys, ignition cards, etc.);
- use of the insured vehicle as a rented vehicle, taxi or for the purpose of passenger transport;
- use of the insured vehicle as security for a claim;
- the fact that the insured vehicle transports hazardous material.

Vehicles used with rental or lease contracts with a duration exceeding 12 months are not considered rental vehicle provided that the lessee does not use it by letting it out.

If you concluded your contract for a **motorcycle** then in addition to the above you are obliged to report any modifications or conversions which change the type, colour, appearance or value of the vehicle (e.g. replacing the cover parts). We will not take into account the effect of the above modifications or conversions on the value of the motorcycle when calculating the service amount if those were not reported.

Allianz may validly send declarations, notifications to your last known address (including information, declarations, documents, including the premium amendment letter and invoices sent by e-mail in relation to the insurance contract or the conclusion, handling, amendment or termination of the insurance contract) or pay the amounts to your last known bank account until we receive your notification about your new residence, address, seat, e-mail address, telephone number, bank account number or notification address.

### iii) **consequence of breaching the obligation of reporting and reporting changes**

Both the insured person and the policyholder shall be obliged to report changes and neither may refer to any circumstance which either of them failed to report to the insurer although they must have known about it and would have been obliged to report.

If you breach the obligation of reporting changes Allianz will not provide any compensation except for the service related to the MTPL coverage or if the policyholder or the insured person demonstrates that Allianz was aware of the concealed or not reported circumstance at the time of signing the contract or it did not have any influence on the insured event.

### iv) **changes in material circumstances**

If Allianz becomes aware of any material circumstance regarding the contract, or any changes of such circumstances, after the contract has been concluded, and as a result the insurance risk is considerably increased, we will be entitled to make a written proposal within 15 days after gaining knowledge to amend the contract or may terminate the contract in writing with 30 days' notice.

If you do not accept the proposal for amendment or fail to respond to it within 15 days after receipt, the contract will terminate on the 30th day following the date of the proposal.

Allianz may only apply the above consequences if

- we warned you about them in the proposal and
- no more than 5 years lapsed since the conclusion of the contract or the deadline for reporting the changes to the material circumstances.

If there are more than one insured persons, and the considerable increase in insurance risk applies to some of them only, Allianz may not exercise its rights of amendment or termination with respect to those other persons.

### v) **obligations related to the settlement of claims**

You or the insured person (if the insured person is not the same person as the policyholder) should prevent and mitigate the damage as much as possible. You should act in accordance with the guidelines provided by Allianz or in lack of such guidelines to act as usually expected in similar situations. Allianz will pay the necessary costs of mitigating damage even if such mitigation was not successful.

You should prevent and mitigate damage according on the type of its cause and according to your possibilities.

#### **In case of NatCat:**

- take measures of removing the insured vehicle from the area obviously threatened by the NatCat as soon as possible (e.g. from the inundation area in case of risk of flood);
- take care of the complete compliance with fire prevention rules; in case of fire immediately start extinguishing to prevent the spread of fire if this does not jeopardise the safety of persons or property.

#### **In relation to theft you should:**

- upon purchasing the insured vehicle make sure that all accessories allowing to properly lock and start and drive the vehicle were handed

over to you (e.g. you received all ignition keys);

- ensure safe storage of the registration certificate and the vehicle registration card as well as the devices allowing the opening and driving of the vehicle (see also section 2.1.3.10.a)) in particular but not exclusively in a spa or beach such documents and accessories shall be stored in a safe or in lack of that kept continuously attended;
- have all locks, devices and equipment (including the ignition of the vehicle) replaced or repaired without delay the keys of which might have been obtained by unauthorised persons by an insured event (theft, robbery or the attempt thereof, vandalism) or not insured event (loss, theft of key stored separately from vehicle, etc.) or which have become operable without the original keys for any reason (e.g. wear);
- take action without delay to prevent the further operation of the vehicle with the key, remote control, code card or personal code of the devices and equipment serving for the protection of the vehicle against theft obtained by unauthorised persons;
- take care without delay about the safe storage of the not properly closable vehicle; and
- inform the person authorised to use the vehicle about the actions to prevent and mitigate damage listed in the present section prior to handing over the use of the vehicle.

**In order to prevent an own damage insured event you should:**

- keep the vehicle in suitable condition for road transport and take care of required maintenance; and
- use the type of tires suitable for road conditions.

**2.3.2. OUR OBLIGATIONS**

Allianz will compensate for damage as described in the present contract and provide service on the basis of established claims.

**ALLIANZ WILL COMPENSATE FOR DAMAGE AS DESCRIBED IN THE PRESENT CONTRACT AND PROVIDE SERVICE ON THE BASIS OF ESTABLISHED CLAIMS.**



# 2.4. CLAIM HAPPENED – WHAT COMES NEXT?

Whenever an accident happens to you, we want to be at your side. Therefore, this section informs you about how you can report your claim in a fast and simple manner. If you report your claim accurately we will be able to handle it as fast as possible and you will go through the process comfortably.

Report the insured event immediately after it happened but no later than indicated by the deadlines of the individual coverages in section 2.4.1.3 below. The method of reporting differs by coverages; please follow the instructions below.

Upon reporting the details of the driver and the vehicle report also general information related to the claim.

After reporting the claim you are obliged to present the vehicle to a claim manager assigned by Allianz Hungária Zrt. may ask you to submit further information or documents in order to settle the claim.

## 2.4.1. CLAIMS PROCESS



### Discovery of damage

If you are a participant of an accident, then immediately:

- ensure **safety** (switch on warning lights, install warning triangle, use reflective vest)
- provide **first aid**, if necessary, and call an emergency
- **leave the highway** and go behind crash barriers as quickly as possible
- take other precautions to **avoid damage**

Call police:

- if somebody is **injured**
- if the **property** of others is **damaged** (e.g. barriers, traffic signs...)
- if you suspect a **criminal offense** or intentional damage to the vehicle happened
- if some **participant does not cooperate**, refuses to fill in an accident record
- if you suspect the driver consumed **alcohol** or **addictive substances**
- if fire, explosion, theft, burglary, illegal seizure, robbery or traffic accident occurred and the insured **vehicle is no longer operational**, and if another vehicle was involved in the accident
- if another vehicle is involved in the accident
- if some participant requests so.

When you report the event to the relevant police department, you must **tell** them which **items were destroyed, damaged or lost** during the event. You must report the event to the relevant police department as soon as possible and to us within such time as specified in section 2.4.1.3. below.

Take a photo of the venue:

If possible, take **pictures** of the place of the accident immediately after the collision. It simplifies later investigation. Try to **capture the extent of damage**, traffic signs and the position of the vehicle after the collision.

You **must not change the condition** of any damaged or destroyed items at the scene of the event until our representatives arrive. You may change something only if this is in the public interest or necessary to reduce the damage or prevent more damage.

Fill in the record of the accident:

If you do not have the form with you, write everything in detail on a sheet of paper.

- write down the **contact details** of participants and witnesses of the accident (name, address, telephone)
- inform the other participants about **contact details** of the **insurance company** and **data** about the concluded insurance contract
- draw a **map** of the accident incl. traffic signs (main road, right of way, etc.)

- get **signatures** from all participants on the documents

Call our assistance:

- if you need **towing** of your vehicle
- if you do **not know** how to **fill** in an **accident record**
- if you need **help** with **interpretation** and **translation**



#### 2.4.1.1. Reporting a claim

- i) You should communicate the claim:
  - on the internet ([www.allianz.hu/ugyfelszolgalat](http://www.allianz.hu/ugyfelszolgalat)),
  - on Allianz customer service line (+36 (1/20/30/70) 421-1-421) except for claims under the personal accident coverage,
  - at any customer service offices of the insurer (<https://www.allianz.hu/hu/ugyintezes-kapcsolat/ugyfelkapcsolati-pontok.html/>).
- ii) You may report your damages under the **MTPL coverage** via the digital claims reporting application of MABISZ, which can be downloaded from the website [www.ekar.hu](http://www.ekar.hu).
- iii) In case of **MTPL and casco coverages** you may also report your damages at Allianz contracted repair partners. You can find the list of repair partners at <https://www.allianz.hu/hu/karrendezes/gepjarmu-szerzodeses-javitok.html/>.
- iv) In case of **legal support** report to Allianz service partner D.A.S. Jogvédelmi Biztosító Zrt. Legal support service is available 24/7 non-stop at +36 1 710 1130 (domestic, normal tariff) phone number after you submit your identification data.

v) You can report an insured event under the **personal accident** coverage also via e-mail at [esz@allianz.hu](mailto:esz@allianz.hu).

#### 2.4.1.2. Who should you notify?

Apart from notifying Allianz you should report (claims) to other third parties, in particular to other insurers based on legal regulations or your contract.

You should report fire and explosion of the vehicle to the competent and relevant fire prevention authority and theft to the Hungarian or foreign police department depending on the venue of the theft. You should report these cases immediately.

In case of theft you should notify the competent authority and deregister the vehicle.

**2.4.1.3. When should you report the damage?**

In the following table you can find the deadlines to report damages following their occurrence under the different coverages.

In each case please provide all major details required for the settlement of the damage, describing the important circumstances. Please also indicate the authority conducting proceedings.

Coverage	Please report the damage without delay but no later than:
MTPL coverage	if the damage was caused while operating the insured vehicle: <b>within 5 workdays</b>
	if you are the injured party: <b>within 30 days</b>
casco coverages	generally: <b>within 2 workdays</b>
	animal collision: <b>within 24 hours</b>
	in the event described in point 2.5.5.1. ii) c): <b>within 24 hours</b>
legal support	<b>within 15 days</b>
road side assistance	<b>before the first assistance service is used</b>
personal accident	<b>within 8 days*</b>

\* from the day of the death caused by the accident or from the day of the accident in the case of disability

Under the MTPL coverage the injured person should directly report the damage within 30 days of the occurrence or of the day they became aware of it to the insurer managing the MTPL insurance contract of the perpetrator and hand over all the receipts required to determine the eligibility for the service and the extent of the damage (e.g. registration certificate, official documents).

If the damage was caused with a vehicle without an insurance contract you may report the damage to any liability insurer, compensation will be paid from the Compensation Account managed by MABISZ.

In case of **animal collision** coverage please take and submit photos of the location of the collision.

**In case of legal support coverage**

please report to D.A.S. Jogvédelmi Biztosító Zrt. When you report the claim in writing, you should indicate if you want to choose an attorney at law or you let the insurer to choose your legal representative.

will inspect the vehicle at the venue indicated by the injured party (MTPL coverage) or you (casco coverage).

In case of casco coverage you should show all damage of the vehicle to Allianz assessor. Allianz will only compensate for items and elements of assets (e.g. parts and accessories) which were shown to the assessor with the exception of destroyed items and in case of theft items that were not stolen.

You should not change anything in the damaged vehicle until the inspection or at least for ten days from reporting the claim. You may change things only if it is required to mitigate damage.



**2.4.1.4. Assessment of claims**

Before Allianz settles a claim in case of MTPL and casco coverages it





#### 2.4.1.5. Data and documents to be submitted with the claim

Allianz will ask you to submit documents and invoices needed to determine the occurrence of insured event and the amount of compensation.

In case of a damage occurring abroad, the insurer may require the presentation of a certified translation of the documents into the Hungarian language prepared at the cost of the person eligible for the services.

The insurer is not obliged to return the documents submitted for the assessment of eligibility for services without an expressed request of the insured person.

In the case of the personal accident coverage, if the medical expert cannot finally determine the rate of permanent disability, Allianz will use its medical expert for assessment.

Allianz will pay the sum insured corresponding to the final rate of permanent disability after deduction of the provisional sum insured already paid, within 15 days from the final establishment of the rate of permanent disability.

#### 2.4.1.6. Obligation related to reporting damage

The obligation to submit the documents and instruments listed above does not affect the right of the policyholder or the insured person to certify the damages and costs by other means as well (in cooperation with the insurer). This, nevertheless, should not violate the obligation to provide the insurer with the possibility of inspecting the damaged parts set forth in section 2.4.1.8.

In case of criminal offence, the person eligible for services will inform the insurer in writing about new data in the investigation, the identity of the alleged offenders, the submission of the bill of indictment or the content of court decision within 8 days of becoming aware of it. Such obligation also exists after the insurer has fulfilled its obligations undertaken in the contract.

Under the obligation of reporting damage, the insured person or the policyholder will inform the insurer about the circumstances, time and location of the insured event with expectable accuracy and reality. Furthermore, they will provide necessary information in details about the insured event and allow for the inspection of the content of such information.

To enable a service partner of the insurer to provide support in relation with the insured events, the insured person will cooperate with the service

provider during the legal support and in reporting the assistance insured event.

If the contract contains reduced roadside assistance, when reporting the insured event you will have to prove which OEM roadside assistance services you have used or which OEM roadside assistance services you are entitled to.

Reporting the insured event to the insurer shall not exempt the insured person from their obligation to report (claims) to other third parties, in particular to other insurers based on legal regulations or a contract.

The insured person will refrain from any behaviour unnecessarily increasing the insurance service costs. The insured person will request a prior written consent of the insurer for any important measures which affect or may affect insurer's obligation to provide service. In case the insured person fails to request a prior written consent, the insurer will be entitled to refuse the compensation of such arising costs.

#### 2.4.1.7. Obligation of the insured person / policyholder in case of finding the vehicle

If the stolen vehicle or any part or accessory is found after the payment of the advance money or the compensation of the damage of theft, the insured person / policyholder will report it to the insurer within 15 days

of becoming aware of it, and will concurrently state whether they wish to keep the item found, or not.

If the insured person wishes to keep the vehicle or the parts and accessories found, then they will repay the insurer the value of the assets represented at the time of offering for repurchase, reduced by the damage caused by the amount of the damage due to the theft within 15 days of reporting. The amount to be repaid will not exceed the amount of the service paid.

If the insured person does not wish to keep the vehicle stolen and found, they will cooperate with the insurer in selling the vehicle to a third party. Otherwise, the insurer will be entitled to transfer the damage and cost arising from the refusal of cooperation to the insured person or the policyholder.

#### 2.4.1.8. Right of supervision of the insurer

We are entitled to supervise the contents of the report of the claim and the circumstances of the damage in order to determine the legal basis and the amount of the claim. We may inspect the damaged vehicle and other damaged objects reported in the claim, and perform a supplementary inspection, if necessary. We may do so prior to the commencement of repair or even after the repair, and we may take records of the damages and take photos of the damaged vehicle and

its parts and accessories. The insured person / policyholder must make it possible to conduct the inspection or supplementary inspection.

In case of theft coverage, the insurer will be entitled to inspect the operability of the locks and the security equipment.

The insurer will be entitled to connect a diagnostic device to the vehicle and obtain this way the data for the insured event and potential earlier damages of the vehicle, and use such data during damage settlement, inspection of eligibility, determining the amount of service, and in potential disputes arising from the insured event. The policyholder is obliged to allow the inspection or supplementary inspection of the vehicle.

#### **2.4.1.9. Consequence of breaching the obligations related to damage reporting**

In the event that the policyholder, the insured person, the beneficiary or the inheritor of the insured person does not fulfil their reporting and information supply obligations or does not allow the supervision of the content of such reports and information, furthermore if such person conceals significant facts, data or circumstances or provides them not in accordance with the real facts, and therefore significant circumstances become undetectable, then the insurer will become exempt from fulfilling the service or the insurer will be entitled

to reduce the insurance service to the extent to which the breach of obligation affected the service obligation.

**In the case of personal accident coverage if you, the insured person or the person entitled to receive our services breach the above obligations and as a result material circumstances become undetectable, Allianz will not be obliged to fulfil its obligations under this coverage.**

### **2.4.2. CLAIMS HANDLING AND COMPENSATION**

#### **2.4.2.1. Services under MTPL coverage**

The insurer will fulfil its services on the basis of the invoice submitted by the injured party or, in lack of that, under the agreement concluded with them.

Compensation for damages caused by the operation of the vehicle will not affect the right of the injured party to enforce further claim for damages under the Civil Code rules of liability for damages caused by breach of a contract.

If the liability is undisputed and the damage can be determined as an amount, the insurer will provide a sufficiently reasoned offer for compensation for each claim within 15 days of the reception of documents required for the settlement of

damage. In lack of these, the insurer will provide an offer within 3 months of the submission of the claim, at the latest. Should it not be possible for any reason, the insurer will reply with explanation.

The insurer will fulfil its services within 15 days of accepting the offer for compensation.

If the injured party reports to the insurer that the operator of the vehicle does not have a valid insurance contract providing coverage at the time of the insurance event, or the existence of the contract is disputed and the involvement of another insurer providing insurance coverage is raised, then the insurer will forward the report without taking any further measures within 8 workdays of reception to the Manager of the Compensation Account concurrently informing the injured party.

**It is important to note** that in line with its obligation arising from the insurance contract, the insurer may agree to pay or pay to the eligible person the amount of the value added tax charged for repair services or for services eliminating the consequences of the damage (materials, repair and restoration cost), only on the basis of invoices on which the amount of the value added tax is indicated or from which the amount of the value added tax can be calculated. Taking road safety factors into account, the injured

party may decide to freely use the net amount of compensation instead of repairing the vehicle.

In case of economic total damage or if the damaged vehicle cannot be repaired due to the damage for technical reasons, the insurer will compensate for the damage of the injured party by the amount of the market value of the vehicle at the time of the damage reduced by the residual value (value of wreck). This will be appropriately applicable for payments by the Compensation Account as well.

#### **Allowance services in one sum**

In case of allowance payment obligation, the insurer and the injured party may initiate the payment of the allowance in one sum (capitalisation). The payment in one sum will only take place if the amount is accepted by both the insurer and the injured party.

The capital value of the allowance depends on the amount of monthly allowance and age.

#### **2.4.2.2. Services provided on the basis of casco coverages**

We will provide our services in the case of a damage of the insured vehicle, its parts or accessories in the official currency of Hungary, within 15 days of receiving the report on damage, with the following conditions:

- If certifications are presented for the assessment of the claim, then the 15-day term of delivery will be counted from the reception of the last document.
- In case of theft of the vehicle the amount of services will be due on the 60th day following the police charges, if the stolen vehicle has not been found meanwhile. In case of finding the vehicle, the 15-day term of delivery will be counted from the reception of the last document.
- If a financing contract was concluded on the insured vehicle and the financier is also an insured person (insured partner), we will provide our services to the insured financier up to the outstanding financed amount at the time of the payment (if the financier is the owner of the vehicle we provide the full amount of our services to the financier).

Allianz will provide the following services in case of insured events occurring under the casco coverages, provided the coverage covers the reported damage and the damaged vehicle or its parts and accessories. The obligation of the insurer to provide services exists if the damage to the vehicle can be identified with the data provided in the damage report and the description of the event.

OEM series, OEM extra and other extra equipment shall not be compensated

if the obligation of certification under section 2.1.1.2. iv) is not fulfilled. The same applies to extra accessories which were not indicated on the offer by the policyholder in spite their obligation set forth in section 2.1.1.2. iii).

The insurer will determine the amount of services related to the damage occurred in the vehicle as follows:

**i) Services in case of insured event causing lapse of (insurance) interest**

If the insured event causes lapse of (insurance) interest, the basis of services will be the value of the vehicle at the time of damage. Under casco coverages, the entire theft damage of the insured vehicle will be a cause for lapse of (insurance) interest. The same applies to the damage of the vehicle due to NatCat, fire and explosion animal collision, glass, vandalism, own damage or theft as a result of which the expected service amount calculated under sections 2.4.2.2. ii), iv), and vi) and 2.2.2. reaches or exceeds 80% of the value at the time of damage without deductibles.

In the case of **motorcycles** it is also an event causing lapse of interest if due to an insured event the motorcycle's structural elements are damaged in a way that the motorcycle is unsuitable for further operation and may not be properly repaired. Allianz considers the structural elements of the motorcycle

unsuitable for further operation if this fact is certified by a repair shop specializing in the type of the vehicle or the damage or deformation is recognizable without an instrumental examination.

The value at the time of damage will be determined by the Eurotax valuation method on the basis of the Hungarian sales (used) prices (catalogue value) valid on the day of the insured event. It will take into consideration the precise model, technical and aesthetic condition, history of damages and mileage of the vehicle, as well as other value modifying factors affecting the current market value.

In the absence of Hungarian catalogue value, the insurer will generate a catalogue value on the basis of technical features of the insured vehicle, the rate of the used and new, the value of the closest type under the catalogue, and the difference of technical features.

In the absence of Hungarian comparative data, the rate of the value of new and used vehicles will be determined from the German Eurotax catalogues.

The value at the time of the damage calculated without OEM extra equipment and other extra equipment to be taken into account for compensation should not exceed 115%

of the catalogue value after applying the value modifying factors.

If the value of the insured vehicle at the time of damage cannot be determined with this method (e.g., due to the specificity, uniqueness or rarity of the vehicle), then the insurer will provide service up to the price level of other make/type of vehicles found on the Hungarian market similar in terms of purpose, usability, technical parameters, year of production, mileage determined in kilometres and technical and aesthetic condition. The extra costs of procuring a vehicle or parts of equivalent make/type with the destroyed one from abroad (the difference of the procurement price from abroad and the value at the time of damage, the cost of procurement and shipping, and the taxes on such transactions) may not be claimed from the insurer.

The value at the time of the damage that may be taken into account for **motorcycles** (without OEM extra equipment and other extra equipment) may not exceed the following percentages of the new value of the motorcycle at the time of the damage:

- 95% if the insured event occurred within 3 months,
- 90% if the insured event occurred within 3 to 6 months
- 80% if the insured event occurred within 6 to 12 months
- 70% if the insured event occurred within 12 to 24 months

- 65% if the insured event occurred in more than 24 months following the registration of the vehicle as a new vehicle.

ii) **Services in case of an insured event not causing lapse of (insurance) interest**

If the insured event does not cause lapse of (insurance) interest, the insurer will compensate for the cost of repair and the following other costs arising in connection with the insured event:

- a) Cost of materials and working fee
- the new retail price of the parts and accessories to be reasonably replaced or supplemented for the repair of the vehicle published by the competent general agency (or the manufacturer, in absence of the agency);
  - material cost of supplying hydraulic oil, brake oil and coolant lost as the direct consequence of the insured event;
  - repair material cost of professionally repairable parts (including glass and plastic parts);
  - material cost of aesthetically and technically reasonable painting and corrosion protection related to the replacement or repair of damaged elements;
  - work fee of reasonable time to complete the above processes, calculated with the average

net hourly fee applicable in Hungarian automotive repair industry. (reasonable working time: the manufacturer's norm in case of replacing parts; and technologically reasonable required time in case of a repair, levelling, paintwork and corrosion protection) If the vehicle was repaired abroad, the service of the insurer shall only cover the cost of repair in Hungary.

- b) Cost of identifiers, official signs and documents of the vehicle
- in case of damage to, or destruction of, the registration sticker or the registration plates, the cost of the permission of there-production and the price of production of the serial registration plates (not selected or produced individually);
  - fee of new registration plates becoming necessary in relation with the insured event on the basis of legal regulation and the duty to replace the registration plate and the registration certificate;
  - in case of repair or replacement of the part carrying the chassis number or frame number (chassis, frame), the following costs demonstrably occurring in relation with the replacement of the chassis number or frame number: conversion permit, fee of preliminary vehicle

information check and stamping (installing) the chassis number or frame number, and the duty of replacing the vehicle registration card and the registration certificate of the vehicle. These costs shall be compensated by the insurer in case of stolen and found vehicles, if the chassis number or frame number was falsified or destroyed, provided that the insured person (policyholder) claims the found vehicle (see section 2.4.1.7.).

- c) Costs related to preventing and mitigating damages
- If unauthorised persons had access to the keys of the vehicle, the remote control of the electronic protection system, the code card or personal code or it may be assumed from the circumstances that these were copied, the insurer will compensate the costs - as preventive costs - of replacement or conversion of the (undamaged) ignition or lock inserts or that of the modification of electronic protection under section 2.4.3. ii) and the storage of the vehicle for the time required, provided that such costs are reasonable for the prevention of damages. Vehicle transport and storage costs arising in relation with the insured event and the prevention of damages, and the costs

specified in this section will not exceed the amount specified in section 2.4.2.2. v).

- Furthermore, the insurer will refund under reasonable and necessary costs of mitigating damages - without the deductibles - the cost of refilling the fire extinguisher (if not refillable then the replacement thereof), if they were used in demonstrably not public service activity to stop or prevent the spread of fire qualified as insured event or directly threatening with the occurrence of an insured event, irrespective of whether extinguishing or preventing the spread of fire was successful or not.

Attention! The condition for refunding lock inserts, remote controls, code cards taken out of the vehicle, is a certificate of their replacement with an invoice. The insurer may require also the presentation of the vehicle and the parts taken out, as well as their documented and certified destruction in presence of the person acting on behalf of the insurer.

The costs of mitigating damages and the amount of services together will not exceed the limit specified in section 2.4.2.2. vi).

- d) Services for **motorcycles**  
Allianz will pay for the damages of the protective helmet and pieces

of motorcyclist clothing to the insured person only if the following conditions are met simultaneously:

- at the time of the accident both the driver and the passenger were riding the insured motorcycle;
- as a result of the insured event the motorcycle is also damaged;
- the property items are unsuitable for proper use due to the insured event.

For the damages to the helmet Allianz will pay compensation only until the end of the OEM warranty period of resistance to impact.

Allianz will pay compensation for the repair costs of motorcyclist clothing up to the value of the damaged item at the time of the damage. If the repair costs of an item exceed its value at the time of the damage then Allianz will pay the value of the damaged item at the time of the damage. Compensation paid for damages of cyclist clothing may not exceed HUF 150,000 per person and HUF 300,000 in total for one insured event.

### iii) **Proportional or reduced service**

The insurer applies proportional compensation for any damage in the following cases:

#### a) **Conversion of the vehicle**

If the insured vehicle has been converted during the term of the

contract in a way that increases the value of the vehicle, but the insurer have not been notified of the conversion, the insurer will perform a reduced service in the proportion that corresponds to the new vehicle price at the date of the contract as compared to the new vehicle price resulting from the conversion.

#### b) **Value of the vehicle**

If, upon the conclusion of the insurance contract, the amount indicated by the policyholder as the price he/she paid for a new vehicle purchased is lower than the price actually paid based on the invoice, the insurer will provide its service in the proportion that corresponds to the new vehicle price indicated upon the contract conclusion as compared to the purchase price supported by the invoice. If the policyholder is unable to verify the purchase price he/she paid for the new vehicle, the insurer will determine the value of the vehicle based on the Eurotax catalogue value and the OEM extra equipment and other extra and featured equipment, and it will provide its service on the basis of the above.

#### c) **Technical parameters of the vehicle**

If, upon the conclusion of the insurance contract, the policyholder indicates an untrue make, type, Eurotax code, vehicle model,

performance or cylinder capacity, the insurer will provide its service in the proportion that corresponds to the insurance premium determined based on the untrue values indicated upon the contract conclusion as compared to the insurance premium that would have been due to the insurer, if the true data had been provided.

#### d) **Use of the motor vehicle**

The insurer will pay 80% of the service amount determined as per this section 2.4.2.2, reduced by the deductible, if the policyholder/insured person has failed to notify the insurer of a change to the use of the motor vehicle (taxi, rental vehicle, passenger transport).

#### e) **Featured accessories of the vehicle**

If, upon the conclusion of the insurance contract, the policyholder fails to indicate any featured equipment, the insurer's service will not cover these vehicle parts and accessories, or any other vehicle parts or accessories mounted into or onto the vehicle in connection with them.

#### iv) **Tax related to the service amount**

In line with its obligation arising from the insurance contract, the insurer may agree to pay or pay to you the amount of the value added tax charged for repair services or for services eliminating the consequences of the damage (materials,

repair and restoration cost) in case of an **insured event, which does not lead to the lapse of interest** (as defined in section 2.4.2.2 ii):

- if the repair has actually been carried out; and
- only on the basis of invoices on which the amount of the value added tax is indicated or from which the amount of the value added tax can be calculated.

In addition to the above, the insurer will only cover the fee of the work performed and the cost of tools, accessories and parts used in for performing the service increased by value added tax if the you declare that you are not entitled to a refund of this amount of tax.

If an **insured event causing a lapse of interest** occurs (section 2.4.2.2. (i)), the insurer will not reimburse the value-added tax included in the new-vehicle price or the price at the occurrence of the damage if, at the time when the insured event occurred, the insured person was entitled to a refund of this amount of tax.

#### v) **Vehicle rescue, transport and storage**

The insurer will reimburse the cost of vehicle rescue, transport, and storage incurred in connection with the insured event up to a total of HUF 300,000 per insured event.

Transport is justified, if the vehicle has become inoperative or it is prohibited by law for the damaged vehicle to take part in traffic. Storage is justified if it is necessary in order to prevent theft because the vehicle may not be locked properly.

vi) **Other provisions related to the service**

- a) If parts of the passenger restraint systems (e.g., airbag and other components) are damaged, the insurer will determine the material cost to be reimbursed by applying a 7% per year reduction, depending on the age of the destroyed component, to the material cost specified in section 2.4.2.2 ii) (a). The insurer will not provide service at a reduced material price, if new components are mounted in, mounted and put into service by an authorised car repair workshop, which fact is proven by the insured person with an invoice.

The insurer will only cover the parts of passenger restraint systems (e.g., airbag and other components) and the cyclist clothing and protective helmet of motorcycles, if these have been presented to it in the condition as at the time of the damage event. The insurer may mark the replaceable components and those components of passenger restraint systems or the motorcycle which are to be reimbursed, also the helmet

which is to be reimbursed and the replaceable parts of the motorcyclist clothing in an irreversible way or by destructive marking.

- b) For 6 years – in the case of motorcycles for 4 years – from the last day of the production year recorded in the registration certificate, or if the manufacturer's rust and corrosion warranty expires later than that, until the verified expiry date of that warranty, the insurer will deduct value increase from the price of the following new vehicle parts and accessories required for repair:
- parts normally exposed to wear and tear, or parts which should be necessarily replaced in the course of operation of the vehicle (e.g., tyres, exhaust system components, battery);
  - electroacoustic and navigation parts, accessories, equipment;
  - accessories mandatorily required by law for the proper use of the vehicle.
- c) After the lapse of the period specified in paragraph (b) above, regardless of the age of the vehicle, if vehicle parts or accessories damaged before the insured event, unrepaired or unprofessionally repaired are to be replaced, the insurer will be entitled to deduct value increase from the price of all new vehicle parts or accessories.

- d) If a damaged but repairable vehicle part or accessory is replaced by a new one during the repair, the insurer will not bear any additional cost arising from this.
- e) If one of the vehicle parts or accessories mounted/sold in pair (e.g., headlamps, tyres, shock absorbers) is damaged, no compensation may be claimed from the insurer for the other one or for the total value of a full set of parts or accessories mounted/sold in sets if only single parts have been damaged or destroyed (except for the replacement of a door lock set).
- f) If the insured vehicle is not commercially sold in Europe, but it has a version manufactured for the European market, the part prices taken into account for the determination of the service amount to be paid by the insurer may not exceed the part prices of the European version of the same vehicle.
- g) The insurer will only cover any later installed protection equipment, if the policyholder or the insured person has certified the brand, type, and installation of the equipment, and, for permanently operating remote monitoring systems, the validity of the contract concluded with the provider of the remote monitoring service.

- h) The compensation to be paid by the insurer will be reduced by the market price of any remains staying with the insured person (wreck, used vehicle parts, etc.), inclusive of value-added tax. The insurer will determine the value of the vehicle remains based on the highest offer received. If the insured person sells the unrepaired remains, and he/she is obliged to pay value-added tax arising from this sale, the insurer will also compensate for the value-added tax documented with the sales receipt, which may not exceed the amount of the value-added tax payable for the value of the wreck as determined by the insurer. The insurer is not be obliged to take over the remains.
- i) The insurer's service determined based on sections 2.4.2.2 ii), iv) and 2.2.2 per damage event, before reduction of the deductible, may not exceed 80% of the value of the vehicle as at the damage event, calculated according to these general terms and conditions.

vii) **Rules on the application of deductible**

- 1) If the insurer provides service in connection with any damage caused to the vehicle or its parts or accessories by NatCat, fire and explosion, theft, animal collision, glass or own damage, the amount from the damage, established according to the terms and conditions,

specified in the contract an insurance retention - per insured event, as deductible - will be borne by the insured person himself/herself.

If Allianz provides service in connection with any damage pursuant to the glass coverage (see section 2.1.3.12), then the glass deductible of HUF 50,000 shall be borne by the insured person from the damage, per insured event, as set out in the terms and conditions.

2) The deductible established based on these terms and conditions will be doubled, if the animal collision or own damage was caused by driving at a speed that exceeds the permitted speed by at least 30%, or by ignoring the signal of signalling equipment protecting a railway crossing, light-signalling devices serving to direct vehicle traffic, or the stop signal given by a police officer or a signalman.

3) The insurer will not deduct any deductible if the glass surfaces of the vehicle are damaged (section 2.1.3.12.) but the damage to the glass is repaired without replacement.

The glass deductible will be reduced by 60% if the amount invoiced for technologically justified glass replacement, inclusive of VAT, does not exceed 65% of the total of the service fee calculated based on the cost of parts and other material prescribed or used up as necessary by the manufacturer and the technologically justified required time taken by an average hourly fee.

### 2.4.2.3. Services provided on the basis of legal support coverage:

#### i) Sum insured

You can use this service for unlimited number of occasions within the insurance period. If you use the legal consultancy service in connection with the insured event and you choose your legal representative, Allianz will pay the fee and costs against an invoice up to the amount of HUF 10,000 + VAT per insured event (sum insured).

The sum insured is unlimited for the legal consultancy provided by the service provider.

#### ii) Allianz service and the commencement of service provision

Allianz will offer legal consultancy with the involvement of the service provider immediately but no later than the day when the service provider receives your claim reported over the phone. In the case of contractual legal support, from submission of a written claim.

In connection with the insured event arising during the period of its risk coverage, the insurer undertakes to support the insured person with a legal consultancy service, and if the insured person uses the legal consultancy service of a freely chosen legal representative, the insurer will bear the service fee arising in connection with the performance of the consultancy

service, and documented by invoice, up to the sum insured.

#### iii) Areas of Allianz service

##### Legal support for damages

You will get legal advice on the phone for the enforcement of the claims arising from an accident you suffered against the perpetrator (personal injury, material damage, tort). If necessary, you will get recommendation of an attorney-at-law to act as a legal representative in a lawsuit.

##### Legal support in criminal proceedings and contravention actions

You will get legal advice on the phone and the recommendation of a legal representative to act personally and defend you in a lawsuit in connection with any criminal proceedings or contravention action against you in relation to acts committed while using the insured vehicle.

##### Contractual legal support

You will get legal advice on the phone before the conclusion of a sales contract for the insured vehicle or a new or used vehicle that you intend to buy. You will get advice regarding the rights, facts and circumstances that require enhanced attention due to the applicable legal provisions; consultancy in any legal dispute arising

after the purchase regarding the order of warranty rights due to you, the possibility of enforcing warranty claims and the relevant procedure. If necessary, recommendation of an attorney-at-law to act as a legal representative in a court or out-of-court proceeding.

You can use the legal consultancy service over the phone without any restrictions, every day of the week, non-stop.

#### iv) Legal representation, conflicts of interest

You have the right to freely choose your legal representative when using the legal support consultancy service, if it is necessary for the protection of your interests. Allianz will pay reasonable and documented costs of service provided over the phone by the legal representative with a power of attorney. You must notify the legal representative to Allianz. Allianz will pay up to HUF 10,000 + VAT for legal representation regarding damage claims, criminal law, contravention action, warranty rights related to the purchase of a new or used vehicle within 30 days from the receipt of the invoice.

You are obliged to discuss with Allianz the mode of legal representation related to an insured event, except in cases where any delay would lead to a threat of direct damage. If you wilfully

violate this obligation, Allianz is entitled to reduce the service to the extent that the violation of this obligation has affected the amount of the service obligation.

If you do not want to choose your legal representative Allianz will ensure legal support for you. The support will be provided by an employee of the service provider or via an attorney-at-law recommended by the service provider. The fee and costs are to be covered by Allianz.

Allianz will pay the fee and costs of the legal representative you chose up to the amount of HUF 10,000 + VAT one time per insured event. In the engagement contract signed with the legal representative, you must release the legal representative from his/her confidentiality obligation in regard to Allianz in accordance with S.9(3) of Act LXXVIII of 2017 on Attorneys-at-Law, and order him/her to keep Allianz informed of the progress of the case.

In the protection of your legal interests, you may freely choose your legal representative even if a conflict of interest with Allianz exists. A conflict of interest exists where two or more parties to the same insured event with conflicting interests have a valid legal support or liability insurance with Allianz and the insurance contract provides coverage to the affected parties for the risk concerned.

If a conflict of interest exists, Allianz must promptly inform you of this fact, with reference to the free choice of lawyer. In the case of a conflict of interest, the obligation of you to provide prior information and clarification regarding the insured event is restricted to your authorised legal representative. In such a case, you are only obliged to notify the insurer of the occurrence of an insured event, along with the details of your legal representative and the fact that a power of attorney has been granted.

In all cases you must sign a contract with the legal representative. The legal representative will be directly liable to you for the performance of his/her assignment. Allianz does not assume any liability for the actions and steps taken by the legal representative. If you fail to cooperate with the legal representative and performance of the legal consulting service will be impossible, Allianz will be exempted from its service obligation.

You may only take any measure that may affect Allianz service obligation with Allianz prior written consent. In the lack of prior consent Allianz will be entitled to refuse the compensation of such costs.

#### v) **Reconciliation procedure, conflict of interest, appointment of a legal representative**

If a controversy arises between you and Allianz in connection with the legal support service provided in the above-listed service areas, you may seek impartial legal advice from an attorney-at-law of your choice. You may request the legal support in the scope determined by the insurance coverage (reconciliation procedure).

You must notify Allianz of the person representing you in the reconciliation procedure within 14 days from the start of the controversy. Within further 14 days after that, Allianz will instruct its own legal representative to open the reconciliation procedure. If the two legal representatives come to an agreement in the reconciliation procedure, their decision will be mandatory for you and Allianz alike. If Allianz opinion is confirmed, you may request legal support from a freely chosen legal representative at your own cost. The same applies if the legal representatives fail to come to an agreement or are unable to decide the case within 4 weeks.

If the result of the reconciliation procedure is for you, Allianz will bear the costs of the reconciliation procedure. In the opposite case, and if the legal representatives do not come to an agreement or are altogether unable to decide, each

party will bear their own costs. If the legal representatives of the parties cannot come to an agreement in the reconciliation procedure, you may use legal support service of a freely chosen legal representative. Allianz is obliged to notify you of this in writing. If the advice given by the freely chosen legal representative proves to be correct, Allianz will be obliged to pay the costs in arrears according to the general rules.

#### vi) **Special cases of the insurer's service**

a) Partial legal support. If the costs to be paid in connection with the protection of your lawful interests are related to legal disputes which are only partially covered by legal support, Allianz will only bear the costs that would also have been incurred without consideration to the claims not covered by the insurance. If the performance obligation cannot be determined in this way, Allianz will bear the cost in the proportion that corresponds to the value ratio of claims covered to claims not covered. In the case of criminal proceedings or a contravention action, if the proceedings comprise more than one law violations and some of them are not covered by legal support, Allianz will only bear the costs arising in connection with the law violation(s) covered by the insurance.

b) Value-added tax. Allianz service does not extend to the payment of the



value-added tax included in the costs incurred by the legal support provided to you if you are entitled to deduct or reclaim it from his/her tax.

#### 2.4.2.4. Services provided on the basis of the assistance coverage (basic and extended)

You may use our service any times you want to, during the term of the insurance. One exception is a discharged battery. You can use our help in this case twice for the term of insurance.

i) Services under the **base assistance coverage**:

##### Roadside assistance

i.e. arrival of the closest roadside assistance vehicle and **one hour of work** if we can fix your vehicle for further driving

##### Vehicle transport

- if we cannot fix your vehicle for further driving, we will organise and cover the cost of **transporting the vehicle to the closest auto shop of the make of the insured vehicle** for repair
- if your vehicle cannot be directly transported to the auto shop, we will organise and cover the cost of transporting the vehicle to a guarded parking lot and of transporting the

vehicle from the guarded parking lot to the closest authorised repair shop, as soon as possible.

##### Transport of persons

We will organise and cover the **cost of transport** of the driver and/or any passengers from the place of the accident to any other location up to a maximum of **50 km distance**. We can use train, bus, or taxi cab.

##### Information services

You can call us any time and request information (even if you do not need any assistance with your vehicle):

- on road conditions
- on authorised vehicle repair shops and vehicle rental companies
- on the closest petrol stations
- on the closest tyre repair shops
- If an insured event happens to you, we can also provide you with the following information:
  - what to do after an accident and instructions on filling out an European Accident Statement report
  - telephone numbers of nearby vehicle repair shops and information about vehicle repair options. This applies to cases when you are not entitled to using the service of vehicle transport to the closest auto shop under these terms and conditions.
- on vehicle rental options

ii) Additional services under the **extended assistance coverage**:

##### Vehicle transport

- If we cannot fix your vehicle for further driving within the framework of our roadside assistance service, we will organise and cover the cost of **transporting the vehicle**
  - to the closest **repair shop of the make of the insured vehicle or to another location designated by you**, up to a maximum of **150 km distance**.
  - to a guarded parking lot and of transporting the vehicle from the guarded parking lot to the closest authorised repair shop, as soon as possible, if the direct transport of the vehicle to the shop is not possible

##### Replacement vehicle

If we cannot fix the vehicle for further driving on the same day, **in all cases except for running out of fuel and flat tyre**, at your request, we will organise and cover the costs of a **replacement vehicle**

- we cover the rental costs of a replacement vehicle which is one class lower than the class of the insured vehicle, but no more than medium class
- in case of **malfunction (according to section 2.1.3.3.), misfuelling, lockout, loss or damage of the key or other device used for unlocking**

**and starting the vehicle**, you can use the vehicle replacement service **twice per insurance year for up to four days each time**.

- in case of
  - **vehicle damage or destruction (according to section 2.1.3.3.), vandalism or theft** you are entitled to the use of a replacement vehicle for **6 days**  
In case of **theft** you need to submit a **police report to Allianz**.
  - **malfunction** you are entitled to the use of a replacement vehicle for **4 days**
- we will organise and cover the costs of pick-up of a replacement vehicle if the vehicle pick-up location is up to 50 km from the vehicle drop-off location
- you will sign a rental agreement directly with the rental company

Allianz will pay the rental fee of the replacement vehicle in accordance with this insurance contract. The vehicle rental service provider defines the terms and conditions for use of the replacement vehicle.

##### Hotel accommodation

- We organise and cover the cost of accommodation of the driver and any passengers in a three-star hotel, for the duration of the vehicle repair, for up to 3 nights, up to an amount of HUF 24,000 per night and per person, if the vehicle was immobilised more than 50 km from

your place of residence as the owner or user of the vehicle and

- Allianz has organised the transport service based on information received from the repair shop, the time of repair will exceed 24 hours, or
- **the vehicle was stolen**

### Return home

- At your request, we organise and cover the **cost of return** of the driver and any passengers **to your place of residence** as the owner or user of the vehicle. Return can be organised by train (first-class ticket), by bus or, in case the distance from the place of residence of the owner or user of the vehicle is greater than 750 km, by air plane (economy-class ticket). You can use this service:
  - in all cases under the first Item except in case of a flat tyre and glass breakage
  - if Allianz has organised the transport service and based on information received by Allianz from the repair shop, the time of repair has exceeded 24 hours, or
  - if the vehicle was stolen

You can use either the hotel accommodation service or return to the place of residence. You cannot combine the services.

### Tyre replacement

If, while driving, you get a single flat tyre, we will organise and cover the

**cost of replacing the tyre at the place of the event.** We will use a spare tyre (donut) included in the standard equipment of your vehicle.

If you get more than one flat tyre or there is no functional spare tyre in your vehicle, we will organise and cover the cost of transporting the vehicle to the closest authorised vehicle repair shop or to another location that you designate, up to a maximum of **150 km distance** or to a tyre repair shop designated by Allianz.

### Fuel delivery

If you run out of fuel while driving the insured vehicle we will organise and cover the **cost of fuel delivery** in a quantity sufficient to drive the vehicle to the closest petrol station. You will pay the cost of the delivered fuel.

### Transport of mortal remains

If the driver and/or any passengers die in a traffic accident, we will organise and cover the cost of transporting the mortal remains (coffin or urn) to a place of burial in the territory of XXX.

### Return for a recovered vehicle

If, after a theft, your vehicle has been recovered, we will organise and cover the **cost of travel of you, as the owner of the vehicle, or of a person authorised by you.** The travel will be organised **by train (first-class ticket), bus,** or – if the

distance is greater than 750 km – **by air plane (economy-class ticket).**

### Vehicle scrap removal

We will reimburse you for the **cost of vehicle scrap removal** paid by you, up to the amount of **HUF 40,000.** All that you need to do is to submit a written request and enclose invoice for paid service.

### Transport of persons

We will provide the same services as in base coverage and will organise the transport **up to a maximum of 100 km distance** instead of the 50 km distance provided under the base coverage.

### Information services:

In addition to services in Basic coverage you can call us any time and request the following information:

- air plane or train ticket reservations
- hotel and conference room reservations
- ordering a taxi cab

### 2.4.2.5. Services provided on the basis of the personal accident coverage (base and extended)

#### i) The sum insured

Allianz undertakes to provide the following single-amount services to the eligible person if the insured event occurs during the term of the insurance per insured person (sum insured):

#### a) Base personal accident coverage

- in the case of the insured person's death due to a personal accident that qualifies as an insured event, HUF 500,000;
- in the case of the insured person's permanent disability of 100% due to a personal accident that qualifies as an insured event, HUF 1,000,000 or in the case of the insured person's permanent disability due to a personal accident over 30%, the proportional amount of HUF 1,000,000 as per the percentage of his/her disability due to a personal accident;

#### b) Extended personal accident coverage

- in the case of the insured person's (or more than one insured persons') death due to a personal accident that qualifies as an insured event, HUF 1,000,000;
- in the case of the insured person's (or more than one insured persons') permanent disability of 100% due to a personal accident that qualifies as an insured event, HUF 2,000,000 or in the case of the insured person's permanent disability due to a personal accident over 30%, the proportional amount of HUF 2,000,000 as per the percentage of his/her disability due to a personal accident.

If, at the time of the personal accident, there were more passengers in the insured passenger car than officially

permitted, or if any person qualifying as an additional attendant apart from the driver and the two attendants was present on the insured bus, lorry, road or agricultural tractor, vehicle with special superstructure, Allianz will pay the sum insured normally due to the injured persons (or if they died, their beneficiaries, or in the absence of that, their heirs) under this coverage in the proportion that corresponds to the ratio of the highest number of persons specified as insured persons in section 2.1.1.3 iii) the actual number of persons travelling in the vehicle.

Allianz will pay the sum insured to the person eligible to it within 15 days following the receipt of the last document that is necessary for proving the claim.

ii) **Determination of the rate of permanent disability**

A medical expert will assess the fact and extent of permanent disability suffered due to a personal accident. This relates to the loss, paralysis or loss of function of organs, limbs, or the burns of the body surface and the respiratory system.

In the case of partial amputation of an organ, the extent of compensation is the corresponding rate of the compensation percentage indicated in the table.

In the case of burns, the insured person is entitled to the sum insured in the proportion equivalent to the rate of health impairment

The rate of permanent disability must be determined within 15 days from submission of the documents required in the case of loss of organs or limbs listed in the table above. In cases not listed in the table, Allianz medical expert will determine the rate of permanent health impairment, including loss of function of certain

organs or limbs without losing the organ or limb. The rate of health impairment is to be determined taking into account the general loss of function that can be considered for any type of work rather than the rate of reduced capacity to work in terms of a specific occupation.

The amount to be paid on the basis of the personal accident coverage is not affected by the establishments and services of social security bodies.

Allianz will pay an amount due for permanent disability caused by a traffic accident up to the amount applicable for the disability of 100% per insured event and per insured person.

**Impairment of body parts, sensory organs**

**Service in % of the sum insured**

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 leg (below ankle)	40%
total loss of vision in one eye	35%
total loss of hearing in one ear	25%



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

This section informs you about the payment of premiums and your insurance terms, e.g. when can your premium change or what can trigger contract termination.

## 2.5.1. PAYMENT OF PREMIUMS

### 2.5.1.1. Determining the insurance premium

Allianz is entitled to receive the insurance premium for the period of risk coverage. In case of termination of casco coverages due to the lapse of insurance interest caused by an insured

event Allianz is entitled to receive the premium for the entire insurance period irrespectively of the date of termination of the risk coverage.

**Allianz will determine the premium for the insurance period of one year. The premium for one day will be 1/360 of the annual premium.**

#### i) Premium of MTPL coverage

Allianz specifies the premium for the MTPL coverage on the basis of the announced tariff rate in accordance with the applicable laws and can change it only in cases listed in section 2.5.3.3. i). In case of contracts for an indefinite period the tariff rate in force on the starting day of the insurance period applies. In case of fixed term contracts the tariff rate in force on the starting day of the term of the insurance applies.

For details on the elements defining the premium please see the tariff rate.

The tariff rates are published in the way required by the National Bank of Hungary and accessible in our customer service offices and on our website. The tariff rate announced by Allianz contains distinctions in favour of our existing clients.

- extent of deductible undertaken in contract
- claims history and bonus category of policyholder
- method and frequency of premium payment
- distribution channel used for concluding the contract
- whether the vehicle is new or used
- existence or lack of featured equipment
- new value of the vehicle
- term of the insurance contract
- extension of territorial scope
- sales discount
- surcharge for the use of insured vehicle (e.g. taxi, rental vehicle, passenger transport)
- surcharge for not choosing an e-product
- existing MTPL coverage simultaneously with the casco coverages.

#### ii) Premium of casco coverages

Allianz determines the premium of casco coverages on the basis of the data provided in the insurance offer or in the amendment of contract:

- type of insured vehicle
- technical features determining the risk of damage
- year of production
- type of policyholder (natural person or organisation)
- age of natural person policyholder
- home address / registered seat of policyholder
- in case of organisation the NACE code of the main activity

The insurer may apply other discounts and surcharges as well. You can get information about the premium discounts and surcharges valid at the time of the conclusion of the contract from the insurer's Call Centre, Central Customer Service Office or your insurance consultant, and before submitting an offer you can also obtain information during the premium calculation process.

iii) Allianz determines the **premium of other coverages** on the basis of risk and the data provided in the insurance offer.

### 2.5.1.2. Payment of premiums

#### i) When shall you pay the premium?

Allianz is entitled to receive the premium in advance for the period of risk coverage. The first premium is due on the starting date of the MTPL and the casco and other coverages. The following instalments are due on the first day of the first month of each premium payment period.

The first premium of coverages the insurance anniversary of which does not fall on the first day of the month consists of two parts. One part is the so called partial fee for the period between the starting date of the insurance coverage and the first day of the following month. The second part of the first premium is the first premium due under the payment frequency. The premium according to the payment frequency will be charged from the period following the period covered by the first premium.

If upon conclusion of the contract the risk coverage of the MTPL coverage starts later than that of the casco and other coverages, then the first premium of casco and other coverages is payable for the period until the starting date of the MTPL coverage and it is due on the starting date of the casco and other coverages. The insurer provides you a 10 day delay for the payment of the premium of the casco and other coverages.

The partial fee calculation applies at every insurance anniversary.

You are obliged to pay the first instalments and the instalments as per frequency within 60 days of the due date.

If your contract terminated due to the non-payment of premiums, simultaneously with the renewal of the contract for MTPL coverage you are obliged to pay:

- the premium due for the time remaining from the insurance period of the MTPL coverage;
- the non-insurance fee, if applicable;
- the premium due for the grace period relating to the contract that terminated due to the non-payment of premiums.

The payment of the above premiums and fees forms an essential part of the offer process therefore in accordance with Section 19 (3) of the MTPL Act Allianz will only cover the risks after these premiums and fees were paid. Allianz may require interest payment for the period of delayed premium payment.

The premium is considered paid when it was credited to Allianz bank account. Please note that in case of payment by credit card it may take three workdays, in case of payment by cheque it may take two workdays.

If your contract contains casco and other coverages only and you upgrade your contract with an MTPL coverage, then after the upgrade the due date for premium payment of the casco and other coverages will change and it will be the same as the due date of the MTPL coverage.

For example if you conclude a contract containing casco and other coverages with a starting date on 5 January and you chose a quarterly premium payment, and you upgrade your contract with an MTPL coverage starting on 7 March and you do not change your frequency of payment, then you will have to pay for the difference of premium on 7 March. In this case the due date of premium payment for the whole contract will change to adopt the due date of the MTPL coverage. The premium instalment due following the amendment in this case will contain the first premium of the MTPL coverage (the partial premium for the period between 7 March and 1 April and the premium from 1 April to 1 July) and the premium of the casco and other coverages from 1 May to 1 July.

We will send you a policy each time you upgrade or downgrade your insurance package.

If the contract is amended with respect to the MTPL and/or the casco and other coverages, the due date of the premium payable for the relevant coverage

may change. This change depends on whether you have paid the previously charged premium until the effective date of the amendment or not. If the premium of the relevant coverage was paid until the effective date of the amendment, then any premium payable for the rest of the payment period will be due on this effective date, irrespective of whether the amendment has an effect on the premium or not.

If the premium was not paid until the effective date of the amendment, then the due date of the premium payable for the rest of the payment period will remain the same.

The due dates of payment and payment periods following the amendment of the contract/coverage will be indicated on the amended policy and accounting receipt sent by the insurer.

You may pay the first premium as an advance payment simultaneously with making your offer or until the effective date of the contract by bank card. You may pay the advance payment on our Online Payment page available on [www.allianz.hu](http://www.allianz.hu) or at our agents and client services points and the bank branches of our partners by using a POS terminal. We will handle the advance payment as an insurance premium if your offer is accepted, and we will return it to you (in accordance with section 2.5.5.1. ii) c) if your offer is rejected.

ii) **How can you pay the premium?**

**The premium of contracts for an indefinite period** may be paid per the insurance period of your choice, i.e. monthly, quarterly, semi-annually or annually.

**The premium of fixed term contracts** may be paid in one sum.

You can pay the premium via different payment methods, for instance:

- direct debit
- credit card
- transfer from bank account
- cheque
- separately concluded client account contract (Client account contract: an agreement concluded by the client account holder and the insurer including the method of premium payment and settlement of accounts) if the policyholder is eligible for concluding such contract under the rules of client accounts.

If your contract contains an MTPL coverage then you must pay the insurance premium according to the payment method and frequency you chose for the MTPL coverage.

However if you add casco and other coverages to your MTPL coverage at a later date then, to the contrary of the above, you must pay the insurance premium according to the payment method and frequency chosen later.

If your contract terminated due to the non-payment of premiums and you conclude a new contract with an MTPL coverage for the remaining part of the insurance period, then you may only choose to pay the premiums annually. If you later upgrade your insurance with casco and other coverages, then the premium payment of these coverages must also be annual. Upon the contract anniversary you may change the frequency of premium payment.

You are obliged to keep the contract in effect by premium payment also in the case if Allianz does not send you a payment notice or cheque, or these arrive late. If you pay by cheque and do not receive the cheque for the given period prior to the payment term, it is practical to choose another payment method (e.g. bank transfer or payment by credit card on the Allianz website) and personally or otherwise notify the error to Allianz in proper time.

You may pay the premium or advance payment to insurance intermediaries only with the authorisation or consent of Allianz.

iii) **Handling of payments**

**We account the premium in the following order (irrespective of which policy number of the contract you refer to upon payment):**

- **partial premium due for the grace period of an MTPL contract (or MTPL coverage of an Allianz MyCar insurance contract) previously terminated by Allianz due to non-payment of premiums (if relevant)**
- **non-insurance fee**
- **due MTPL coverage premium**
- **premium of casco and other coverages pro rata temporis**

**2.5.1.3. Non-insurance fee**

The non-insurance fee shall be paid together with the due insurance premium or with a 30-day payment term in case of payment of the entire premium for the insurance period. If the we charge the non-insurance fee after the conclusion of the contract or its amount changes due to the facts we learned after the conclusion of the contract then you are obliged to pay the its amount within 30 days of notification. In the event that the amount is not paid within 15 days, we will send you a payment reminder.

If the non-insured period exceeds 120 days, the insurer may allow payment in instalments in reasonable cases.

**2.5.1.4. Bonus-malus system of the MTPL coverage**i) **How does the bonus-malus classification work?**

If you previously had a contract then Allianz will determine the premium for your contract using your damage history data and non-insured period (if any) directly preceding the date of conclusion of contract. Such damage history data are the basis of determining the bonus-malus category affecting the premium of the contract.

The bonus category of policyholder operators (registered as operator in the registration certificate or the owner in lack of such) increases by one grade if they had a valid motor third-party liability insurance for at least 270 days in the monitored period (the period between the insurance period directly preceding the new insurance period and the starting date of the new insurance period) and did not cause damage.

The system consists of “base premium category” (A00), 10 bonus and 4 malus categories.

If you cause damage with your passenger car or motorbike, then the category of your insurance will be decreased by two categories, in case of two damages by four or in case of three damages by six categories compared to the reference year.

The regulation charges the strictest increase of premium to those who cause damages four or more times between the starting day of the previous insurance period and the new insurance period because their category will be M04 in the following year irrespectively of their previously achieved category.

In case of trucks, buses, trailers or agricultural tractors, any damage caused will result in one grade drop in the category of the contract.

Allianz will categorise the contract on the basis of the period without damages and the number of damages resulting in payment of compensation into the appropriate bonus (discount for no damages) or malus (extra premium for due to damage caused) category. Allianz will categorise your contract on the basis of the classification of the previous period, the damage history data of the period between the starting dates of the previous insurance period and the new insurance period (monitored period), and the damage history certificates brought from abroad.

#### ii) **How is the contract classified by Allianz?**

Allianz will classify the contract on the basis of your declaration. In lack of such declaration the classification will be the base (A00) category. Allianz may ask for the data required for

the categorisation in the 15-30<sup>th</sup> day after the start of the insurance period on the basis of the registration plate, the name of the insurer holding the terminated contract and the policy number of the insurance policy and it may retrospectively determine the final category of the contract within 45 days. If the data in the damage records cannot be identified up to the 30<sup>th</sup> day from the beginning of the insurance period or following that date after 60 days of the beginning of the insurance period on the basis of the information provided by you as policyholder, Allianz will inform you accordingly within 15 days. After 60 days Allianz will set the final category of the contract retrospectively to the beginning of the insurance period to A00 and send you a notice about the premium under the category.

If Allianz set the final category of the contract in A00 and the data for the identification and categorisation of the contract become available later, then the insurer of the insurance period involved by the time of the correction of the data is obliged to retrospectively state the final categorisation of the contract from the beginning of the given insurance period on the basis of the data available in the records. The final categorisation will be recorded in the damage history and if such categorisation differs from the data provided by you then Allianz will send you a notice about it.

If you provide untrue data in order to obtain better category and the identification becomes impossible in the central damage records, the contract will be categorised in the most unfavourable M04 category.

#### iii) **How does the bonus-malus system work if you have more than one vehicle at the same time?**

The insurance contract as well as the categorisation are bound to the person and the vehicle and cannot be separated. If you already have a vehicle but purchase an additional one and it belongs to the same vehicle category, the insurance contract of the newer vehicle will only be categorised in A00. If the contract of the vehicle in more favourable category terminates due to the lapse of insurance interest (sale, total damage, theft, etc.) then the obtained bonus category can be transferred to any other existing contract or a contract for a new vehicle concluded by the operator within two years of termination by the day following termination. (The vehicle category must be identical, so e.g. the category of a passenger car may only be transferred to another passenger car.)

If you have more than one vehicle (continuously) at the same time, the categorisation between the liability insurances is not interchangeable.

#### iv) **How (and why) can the damage caused be refunded to Allianz?**

When Allianz pays damages to the injured party and you caused the damage we will send you a notice about the amount together with a cheque (with the amount of the damage caused up to HUF 50,000). Allianz also offers you the option to repay the amount paid to the innocent injured party within 45 days and keep the previously earned bonus category.

#### v) **What happens to the already obtained bonus (malus) if you sell or deregister the vehicle?**

The bonus category may be transferred to a new contract for another vehicle in the same vehicle category if you sign a new contract within two years of the termination of the contract at any Hungarian insurer or any other insurer registered in an EU member state.

The bonus category of a contract terminated due to non-payment of premiums may not be transferred to a contract concluded for another vehicle.

#### vi) **What happens to the already obtained bonus if I wish to suspend the insurance contract?**

The continuity of bonus may be transferred to the new contract upon the new registration following suspension. Increase of bonus

category will only be accepted if the contract existed for at least 270 days between the starting dates of the previous insurance period and the new insurance period and it was free of damages.

**vii) Until when is the classification valid?**

Two years after the termination of the contract the classification will not be valid.

If you want to maintain the already obtained bonus category and avoid other unfavourable legal consequences we request that when you sell or deregister your vehicle you report such fact to any unit of Allianz.

**2.5.1.5. The bonus of casco own damage coverage**

No bonus discount applies in the case of a fixed-term contract.

In the case of a contract for an indefinite term Allianz has seven bonus classes (C0-C6) for the own damage coverage. Allianz will give a no-claim discount to new policyholders based on their bonus class.

**i) The rules of determining the bonus class**

**a) The bonus classification of a contract that is a new entrant to the system**

- If you had a casco insurance for own damage before, Allianz will take into account the accident-free period preceding the termination of the previous contract when determining the bonus class of the own damage coverage, if the following conditions are met:
  - the previously insured a vehicle of the same type as the insured vehicle (e.g. passenger car) your previous contract terminated no earlier than two years before the starting date of this own damage risk coverage ; and
  - the cause of termination was not own damage or the non-payment of premiums.
- If at the time of entering into a package including own damage coverage you have casco insurance – also covering own damage – with Allianz for a vehicle type identical to the type of the insured vehicle, and you have achieved a bonus grade based on the fact that no claims have been submitted in connection with this insurance, you may decide whether you would like to use the accident-free period achieved concerning your previously concluded contract for the previous or the new own damage coverage.
- If the bonus class of the MTPL coverage of this insurance contract is at least B6, you become eligible for classification into a higher bonus class than the initial bonus class.
- Allianz will classify all policyholders who do not meet the above criteria

The bonus class of the new own damage coverage	The length of the no-claim period directly preceding the inception date of the new own damage coverage, covered by casco insurance including own damage	Bonus class in the motor third-party liability insurance
C1	Less than a year	Lower than B6
C2	At least one year but less than two years	B6
C3	At least two years but less than three years	B7
C4	At least three years but less than four years	B8
C5	At least four years but less than five years	B9
C6	Five years or more	B10
Year: a period consisting of 365 days.		

but are accident-free at the time of concluding the package involving own damage coverage into the C1 bonus class, and all other policyholders into the C0 bonus class.

Your bonus may be taken into consideration only once. If several conditions are fulfilled at the same time, we will apply the bonus class that is more favourable to you, according to the following:

- If you wish to use a bonus on the basis of an accident-free period achieved in connection with a casco insurance policy concluded with another insurer – which was terminated no earlier than two years before the inception date of the risk coverage applicable to the own damage coverage to be classified, for a reason other than

own damage or the non-payment of premiums – you have to present the relevant certificate. If you present the certificate within 90 days of the signing of the offer, Allianz will determine the bonus class with retroactive effect to the starting date of the risk coverage. If you provide a proof that you have been accident-free after 90 days, Allianz will apply the bonus class from the day when the proof is submitted. A certificate can only be accepted as a proof of an accident-free period if it is not older than 60 days at the time of its submission.

- After the starting date of the risk coverage, the contract can only be classified into a bonus class higher than C1 in respect of the own damage coverage on the basis of another contract if no service claim



has been submitted for own damage coverage in respect of the vehicle and the policyholder / insured person.

b) **Changing the bonus class in connection with the own damage coverage**

- If you did not use any services due to breakage in one insurance period, Allianz will increase your bonus class by one class in the next insurance period. The highest bonus class is C6.
- If you used insurance services for breakage once in one insurance period, in the next insurance period the bonus class will be reduced by two classes; if you used the services twice, the classification will be reduced by four classes; and if you used the services three times, the classification will be reduced by six classes, but it will never be lower than C0.
- The premium payable will not be affected by any changes in the bonus class occurring for a reason specified in this paragraph b).

- c) If the bonus class of the own damage coverage is determined on the basis of the bonus classification of your MTPL coverage, then if the bonus classification of the MTPL coverage changes after 75 days from the starting date of the MTPL coverage it will not affect the bonus class of the own damage coverage.

ii) **Other requirements relating to the bonus**

- The classification into a bonus class pertains to the policyholder, and it only applies to a specific vehicle of the policyholder.
- If a payment related to an insured event is fully reimbursed to Allianz, the service does not affect the bonus classification of the own damage coverage.
- If the own damage coverage is terminated for a reason other than a lapse of interest arising from an insured event, then – upon the policyholder's request – Allianz will issue a certificate about the period preceding the termination of the contract which was taken into account when determining the bonus classification.
- In the event that Allianz performs a special risk assessment process regarding own damage coverage, no bonus discount can be applied.

**2.5.1.6. Management of overpayments**

Allianz will repay you any excess premium upon your request during the term of the contract. If you do not request the repayment of such excess then we will set it off against the next premium instalment. We will return to you any excess premium existing upon the termination of the contract and also premiums you paid after the termination without a request.

**2.5.2. DURATION AND VALIDITY OF POLICY**

**2.5.2.1. The term of the insurance contract**

The term of the insurance contracts for vehicles that must have a permanent registration certificate must be indefinite. You may conclude the insurance for a fixed term if your vehicle does not have a permanent registration certificate, in this case however you may not conclude a contract with casco and other coverages only.

The **insurance** period of contracts made for an **indefinite period** is one year. The insurance period may be longer than that if you add an MTPL coverage to your package containing casco coverages and as a result the anniversary of the contract changes.

The anniversary of your contract is always the same as the anniversary of the MTPL coverage.

If your contract is concluded without an MTPL coverage then the anniversary is the last day of the insurance period of the casco and other coverages which will change to the anniversary of the MTPL coverage if you later add an MTPL coverage to your package.

You can find the date of the anniversary on your certificate of insurance.

The first insurance period of different coverages may be different. It depends on whether the starting date of the relevant MTPL and casco coverages you chose when concluding the contract or switching between packages are earlier or later than the starting date of the MTPL and casco coverages you chose when concluding the contract. The starting date of other coverages and therefore the insurance period and anniversary is always the same as those of the casco coverages or in lack of casco coverages the MTPL coverage.

As regards the **MTPL coverage**, in the case of contracts for an indefinite term the insurance period is the period to which the established fee applies, and the starting date is the starting date of the insurer's risk coverage. In the case of a contract renewal due to the non-payment of premiums, the insurance period is the period commencing on the starting date of the risk coverage of the new contract, lasting until the end of the insurance period of the terminated contract.

You will find the anniversary date of the contract on the insurance policy certificate.

You may only conclude a **fixed term** contract for vehicles with temporary registration certificates or with temporary use certificates, as well as for slow-moving vehicles and quads with certificates, and for vehicles for

which no registration plate is required under specific other legislation.

A fixed term contract can be concluded for a maximum period of one year.

The parties agree on the starting and closing dates of the risk coverage of a fixed term insurance. Fixed term contracts cannot be concluded for any period longer than the MTPL period of the coverage.

A fixed term MTPL coverage concluded in respect of vehicles with "P" registration plates can only be considered valid if the registration plate is fitted in accordance with the statutory requirements applicable to the vehicle (traffic code), and if the use of the registration plate is in compliance with the provisions of Government Decree 326/2011 (XII. 28.) on road traffic administration tasks and the issue and withdrawal of road traffic documents.

### 2.5.2.2. When does the insurer's risk coverage start?

Allianz risk coverage starts on the date specified in the contract, or on the date the contract is concluded, but in the case of an MTPL coverage, not earlier than the time when the operator is registered in the vehicle registry.

The insurer's risk coverage cannot commence earlier than the time when the offer or the request to switch packages is received by the

insurer. The starting date of the casco coverages may be later or up to 60 days earlier than the starting date of the MTPL coverage.

The starting date of the other coverages will be the same as the starting date the casco coverage or in lack of casco coverages, that of the MTPL coverage.

If the contract is amended through switching between packages, Allianz risk coverage regarding the new coverages included in the selected package will start on the date specified during the amendment of the contract, but at the earliest on the day when Allianz receives the request for amendment. This also includes the case when you upgrade your existing MTPL coverage to Comfort package or you amend your existing Allianz Motor Third Party Liability Insurance to the Comfort package of Allianz MyCar motor insurance. The starting date of the coverages included in the previous package before the changing of the package will not change as a result of the amendment of the contract.

**With regard to the MTPL coverage, when you are making an offer Allianz checks the date of the registration of the operator into the vehicle registry, and it is entitled to establish the starting date of its risk coverage based on such registration date.**

### 2.5.2.3. The termination of the contract

**The contract and Allianz coverage in respect of all coverages terminates if both the MTPL coverage and the casco coverage terminate for the reasons detailed below.**

If you have Comfort package, Allianz's risk coverage for other coverages will terminate if its risk coverage for the MTPL coverage terminates.

If you have Plus, Extra or Max packages Allianz's risk coverage for other coverages will terminate when its risk coverage for the casco coverages terminates.

Allianz will send a notification about the termination of the contract within 30 days of such termination or on the day when it becomes aware of it, unless the exceptions below apply. Contracts **concluded for a fixed term** and Allianz risk coverage terminate upon the expiration of the insurance period agreed in the contract, without any further action.

The contract may also be terminated for the following reasons:

- i) **Non-payment of premiums**
- a) **In the case of an MTPL coverage,** if you fail to pay the insurance premium when due, Allianz will send you a reminder by the

thirtieth day from the due date of the payment, including a warning about the consequences. If you fail to pay the premium despite the insurer's request for payment, the insurer's risk coverage will terminate regarding the MTPL coverage on the 60th day, that is, the end of the grace period, or if a part of the insurance premium has been paid, later, on the day when the premium is settled. Allianz will send a notification about the termination of the MTPL coverage within 15 days.

If the insurance contract containing the MTPL coverage terminates during the year due to the non-payment of premiums, you may conclude an MTPL contract that provides coverage for the remainder of the insurance period concerned only with the insurer with which your contract terminated due to the non-payment of premiums. According to the above, you may not change your insurer during the insurance period in this manner. If your contract terminates due to the non-payment of premiums, in order to have an MTPL coverage you may also enter into a contract for Allianz's motor third-party liability insurance product within the insurance period.

- b) **In the case of casco and other coverages,** the coverage terminates due to the non-payment of

premiums with retroactive effect to the due date of the premium – or if you paid the premium in part, to the date when the premium was paid – if Allianz reminded you in writing to pay the premium, setting in the reminder at least an additional thirty-day time limit from the date of such reminder – indicating the relevant consequences – and the extended time limit has expired without payment, unless Allianz enforces the claim for the premium in court without delay. In this case the contract will remain in effect with an MTPL coverage only.

- c) If the casco and other coverages terminate due to the non-payment of premiums only the MTPL coverage remains in effect. If the casco and other coverages are not restored until the next anniversary, then in the next insurance period the policyholder will not be entitled to the package discounts in respect of the MTPL.
- d) If you pay any premium after the termination due to the non-payment of premiums, it will not automatically make the contract effective again. If you paid the premium for the MTPL coverage and the casco and other coverages terminated due to the non-payment of premiums, then Allianz and you may agree on the reinstatement of these coverages. The condition of the reinstatement of the casco and other coverages

is that the contractual premiums of the MTPL coverage must be settled; the premiums owed relating to the casco and other coverages as well as any premium instalments that have become due in the meantime must be paid; and you must make a no-claim statement regarding the casco coverage, in respect of the time of the termination and the reinstatement of the risk coverage. Allianz may also require an inspection as the condition of the reinstatement of the casco coverage.

#### ii) **Lapse of interest**

- a) The **contract** terminates due to a lapse of interest if the vehicle is definitively removed from service, in the event that the operator is replaced and also in the event of suspension if the reinstatement of the vehicle does not take place within one year from the time when it was removed from service.

The contract terminates due to a lapse of interest upon the transfer of title if the operator who is required to take out compulsory motor vehicle liability insurance is replaced. If the operator is replaced as a result of the termination by legal succession of a legal entity, the contract will not terminate on account of a lapse of interest.

However, if the operator dies, the contract remains valid for a period

of thirty days after the decision closing the probate proceedings becomes final if the person having custody of the vehicle has notified Allianz of the death and paid the premium.

If the operator is replaced – based on a ruling made in a legal proceeding, an out-of-court proceeding or an administrative proceeding – in such a manner that the date of the transfer of title or the time of the termination of the operator's right to act as an operator is registered in the vehicle registry as a date preceding the decision made in the legal proceeding, out-of-court proceeding or administrative proceeding, the contract and the insurer's risk coverage terminates due to a lapse of interest on the 30th day following the day on which the decision made in the legal proceeding, out-of-court proceeding or administrative proceeding becomes final, unless the contract terminated earlier for another reason.

- b) **In the case of casco coverages**, in addition to the above, an insured event resulting in the lapse of insurance interest will also be regarded as a lapse of interest (section 2.4.2.2 i).

If the lapse of interest arises as a result of an insured event, Allianz is

entitled to the insurance premium until the end of the insurance period or until the end of the insurance term in the case of fixed-term insurance contracts. Allianz may deduct from the amount of the service any unpaid pro-rata premium that should have been paid until the end of the insurance period or term.

In this case the casco and other coverages terminate with effect from the date of the event causing the lapse of interest, but the MTPL coverage terminates on the day when the vehicle is removed from service (or as a result of suspension if reinstatement of the vehicle does not take place within one year from the time when it was removed from service).

- c) In the event that the contract terminates due to a lapse of interest, the risk coverage provided by Allianz terminates when the vehicle is temporarily or permanently removed from service, or in the event of the replacement of the operator who is required to take out compulsory motor vehicle liability insurance, at the time of the transfer of title or at the time the operator is deregistered, with the exception of the case discussed in point b). The contract/coverage and the insurer's risk coverage terminate on the day when the lapse of interest occurs.

If the lapse of interest is not a consequence of the insured event mentioned in point b), Allianz will be entitled to the insurance premium for the vehicle concerned until the day of the lapse of interest.

Allianz will repay the policyholder any premium paid for the period following this.

### iii) **Registration abroad**

Allianz risk coverage terminates on the day when the insured vehicle receives a foreign registration number and foreign documents.

### iv) **Termination**

You or Allianz may terminate the insurance contract at least 30 days in advance, with effect from the last day of the insurance period (anniversary), without specifying a reason.

The parties may terminate the casco and other coverages and the MTPL coverage independently, pursuant to the rules of downgrading packages (section 2.5.3.1.). In case the MTPL coverage is terminated and your package is Plus, Extra or Max the insurance contract will remain in effect without an MTPL coverage. If the casco and other coverages are terminated the contract will remain in effect with an MTPL coverage not in the Comfort package, or it will terminate if it contained no MTPL coverage.

The termination will be effective if the contract is clearly identifiable based on its content, and if the other party receives it within the deadline.

Once the termination was sent, the packages of the contract may not be upgraded or downgraded.

### v) **Mutual consent**

You and Allianz may agree on the termination of the contract or downgrading a package with regard to the provisions of point iv) above.

If the MTPL or the casco and other coverages are terminated with mutual consent then we will not apply the package discount from the anniversary of the contract.

### vi) **Failure to register the operator**

If the right to act as the vehicle's operator is not registered in the vehicle registry within thirty days from the starting date of the MTPL coverage, the contract will terminate.

The insurer will send a notification (SMS) of the end of the 30-day deadline – before its expiry – to the mobile telephone number provided by the policyholder.

If the premium for the casco coverages has not been paid by the day when the contract terminates, or the premium has been paid after the occurrence of the

insured event, then Allianz will not pay compensation in connection with the casco events that occurred in this period.

If Allianz risk coverage regarding the MTPL coverage starts after the starting date of the casco and other coverages, then the examination of the registration of the operator will take place again after the starting date of the MTPL coverage.

### vii) **Impossibility of performance**

If the insured event has occurred before the starting date of Allianz risk coverage or it has become impossible for it to occur, the part of the contract on casco coverages will terminate. If it has become impossible for the insured event to occur during Allianz period of risk coverage, the part of the contract on casco coverages will terminate.

### viii) **Rejection of undertaking the risk**

If the contract has already been concluded and the starting date of the casco and other coverages is later than that of the MTPL coverage and, based on the inspection of the vehicle, the insurer states that the risk of the casco coverages may not be undertaken, then the casco coverages will terminate with effect from the starting date of the casco coverages.

## 2.5.2.4. **Suspension**

You may request the temporary removal from service of your vehicle if it is registered in the vehicle registry. If the vehicle is temporarily removed from service upon your request or upon proceedings conducted ex officio, Allianz risk coverage will be suspended for this period regarding the MTPL coverage, and you will not be required to pay premiums for this period.

However, regarding the casco and other coverages (if there are any) Allianz risk coverage will be valid even during this period, and therefore you must pay the premiums payable for this period.

We will inform you about the suspension as well as about its starting and closing dates.

The suspension will start on the day of deregistration and it will last until the expiry of the deregistration or until the day when the vehicle is placed back into service, but it will not exceed one year. If the vehicle is not reinstated within one year from the time of its deregistration, the contract terminates on the day following the last day of the one-year period.

You are obliged to pay the instalment payable after the period of suspension in respect of the coverages concerned by the suspension on the last day of the suspension. You may agree differently with Allianz.

### 2.5.3. CHANGES AFFECTING POLICY

The contract may be amended during the year or at the end of the insurance period, with effect from the starting day of the next insurance period.

#### 2.5.3.1. Switching between insurance packages

i) The casco and other coverages cannot be selected one by one; it is only possible to choose between packages.

ii) You may upgrade your contract with casco or casco and other coverages any time, depending on the package you chose previously.

When you upgrade your package, you can also upgrade your previously selected reduced roadside assistance service to the full roadside assistance included in the package of your choice.

In this case Allianz will decide whether it accepts the increased risk arising from the extension of the coverages within 15 days. Accordingly, the insurer may make a decision on risk coverage within 15 days of the inception date of the new casco coverages. For this purpose, it may order an inspection. If the insurer does not accept the risk increased in this way, or if it makes no statement regarding the risk assumption within 15 days, then the contract will remain valid with the coverages included in the original

package. Allianz will notify you of a rejection.

The premium of the MTPL coverage may only be modified as a result of switching between packages after the anniversary of the contract; however, the premiums for the casco and other coverages may increase as a result of such switching, with effect from the day when Allianz received the request for changing the package, or, if this is later, the date specified in your request.

iii) You may downgrade your package any time, with effect from the last day of the insurance period. If your contract was concluded with at least a Plus package you may cancel the MTPL coverage – by termination – so that the rest of the coverages of the package remain in effect.

iv) You may also amend your existing Allianz mandatory motor third party liability insurance and upgrade it with casco and other coverages in accordance with the packages and taking into account the rules in point ii) above. The premium of the MTPL coverage in this case will not change until the following insurance period. In this case, by the amendment of your contract you accept that the supplementary insurances previously concluded to supplement your motor third party liability insurance, if there are any, will terminate on the date of the starting date of the casco and other coverages.

#### 2.5.3.2. Amendment as a result of changes in the contract data

Allianz will amend the contract based on the notification you submit in accordance with your obligation of reporting changes, mentioned in section 2.3.1.

During the amendment of the contract or when any changes in the personal data are reported, Allianz shall be entitled to check the data provided by you directly or indirectly (through an insurance intermediary) as well as the data of the vehicle, and it must take into account all changes registered in the vehicle registry when performing its tasks relating to the contract. Allianz shall check the data primarily through the data of the road transport records maintained by the Ministry of the Interior. The insurer shall be entitled to compare the data with the authentic records on the basis of the liability of the insurer set forth in Section 49 of the Mtpl Act under which the insurer shall inform the body recording policies about the conclusion of the insurance contract and about the changes in the data of the contract with the data content required by the relevant legal regulation.

The operator of a vehicle that is not included in the vehicle registry must present to the insurer the document proving the withdrawal of the official licence, the transfer of title or the replacement of the operator, or his statement on the vehicle's permanent removal from service within 15 days.

If – after the conclusion of the contract – Allianz becomes aware of any material circumstance regarding the casco coverages of the contract, and these circumstances bring about a considerable increase in the insurance risk (including but not limited to such modification of the vehicle that effects the premium, or the reinstatement of the vehicle following suspension) Allianz may – within 15 days – propose in writing to amend the contract in respect of the casco coverages or may terminate the casco coverages in writing with 30 days' notice. If you do not accept our proposal or do not reply to it within 15 days, the casco coverages will terminate on the 30th day after you received the proposal. Allianz is obliged to notify you about this consequence when sending the proposal.

#### 2.5.3.3. Amendment of the premium during the year

##### i) Amendment of the premium of the MTPL coverage

If you don't report complete and true information and refuse cooperation when concluding the contract (Section 23(2) of the Mtpl Act) or provide incorrect data about your bonus-malus classification (Section 5(3)-(4) of Decree 21 of 2011 of the Minister of National Economy), the Allianz may amend the premium – taking into account the facts and circumstances existing at the time of the conclusion of the contract – at the latest within sixty

days from the starting date of the risk coverage, with effect from the starting date of the risk coverage, based on the tariff rates applicable on the first day of the insurance period or term. Allianz will notify you of this simultaneously with this amendment.

If there are any unsettled premiums on the day of the amendment then the premium difference will be due together with the original premium. If there are no unsettled premiums on the day of the amendment then you must pay the premium difference within 30 days of Allianz notification. The period available for making the payment does not have any impact on the due date of the premium determined in the contract. If you fail to pay the difference within 15 days, Allianz will send you a payment reminder. If you do not pay the premium the MTPL coverage terminates after the 30-day period, on the 60th day from the due date of the first premium. If you pay only part of the premium, it will terminate after a period of more than 60 days, i.e. after a period proportionate to the premium paid, with effect from the day the premium is settled.

If we recorded an overpayment on your contract and as a result there is an amount available for settling the above premium difference then, in accordance with the order of handling payments (section 2.5.1.2. iii)), we will deduct the amount of premium difference from this amount.

## ii) **Amendment of the premium of the casco coverages**

a) If Allianz becomes aware of a change in a circumstance which has been taken into account when determining the insurance premium for the casco coverages, the contract will be amended on the day when Allianz becomes aware of such change. Such circumstances are in particular the method and frequency of premium payment and the way the insured vehicle is used. If you initiate the amendment of the contract during its term, and this also affects the insurance premium, Allianz may change the amount of the discounts or surcharges according to the rates in force. You can get information about the premium discounts and surcharges applicable to your contract as well as about the rate of the premium change from the insurer's Call Centre, its Central Customer Service or your insurance consultant, and before the amendment of the contract you can also obtain information during the amendment process.

b) If at the time of the conclusion of the contract you fail to provide all of the data necessary for determining the premium, or the data do not correspond to the facts/reality (including but not limited to the data taken into account when determining the casco bonus class based on the bonus class of the

motor third-party liability insurance and the data taken into account when determining the premium), and Allianz becomes aware of this within 60 days of making the offer, then it may establish a premium based on the real data, with effect from the starting date of risk coverage.

## iii) **Amendment of the premiums of the road side assistance and the personal accident coverages**

If as a result of switching between packages the road side assistance and the personal accident coverages as well as the service levels are increased compared to the basic service, or if, when changing your package, you extend your reduced roadside assistance service to full roadside assistance (included in the package) then the premium will be amended accordingly, with effect from the day when Allianz receives the request for upgrading the package, or if or, if this is later, the date specified in your request.

If the contract was concluded with reduced roadside assistance, and after the expiry of the OEM roadside assistance period we have extended your coverage to the (basic or extended) roadside assistance included in the selected package, the premium for the roadside assistance will be increased with effect from the day of such extension.

## 2.5.3.4. **The amendment of the premium at the time of the contract's anniversary**

### i) **Amendment of the premium of the MTPL coverage**

In case of contract for an indefinite term Allianz may amend the insurance premium from the first day of the next insurance period, according to the tariff rate in force on the starting day of the insurance period. If the data relating to the contract change during the year, this shall not result in an amendment of the premium within the insurance period concerned but can only be taken into account during the calculation of the premium in the next insurance period.

### ii) **Amendment of the premium of the casco coverages**

a) You may choose another deductible instead of the one you agreed to in the contract, with effect from the first day of the next insurance period. You are obliged to pay the amended premium from the first day of the next insurance period. Allianz may require to inspect the vehicle if you wish to reduce the deductible.

b) Allianz may adjust the insurance premium once a year if the 1: 1 average of the consumer price indexes applicable to vehicle parts and vehicle repair and maintenance costs published by the

Central Statistical Office for June (applied to the same month of the previous year) is at least 1%. The rate of premium adjustment will be equal to the above 1:1 average of the consumer price indexes. The insurer will use this rate of premium adjustment from the 1st of January until the 31st of December of the year following the year in which the price index of June is published by the Central Statistical Office.

- c) Allianz may also amend the insurance premium in the event of a change in legislation.

### iii) **Notification of the amendment of the premium**

Allianz will notify you of the anniversary of the contract and the expected premium in writing, at least 50 days before the last day of the insurance period. If you do not accept the amendment of the premium, you may terminate the contract with effect from the end of the insurance period. If you do not terminate the contract, it will remain in force in accordance with the amendment.

## 2.5.4. DISPUTE SETTLEMENT AND GOVERNING LAW

### 2.5.4.1. Handling complaints

We provide information about how our company handles complaints in the document entitled 'Supplement of

Product Information and Terms and Conditions'.

### 2.5.4.2. Governing law

The contract shall be governed by Hungarian law, and in respect of the MTPL coverage, primarily by the Mtpl Act.

## 2.5.5. FURTHER INFORMATION

### 2.5.5.1. How is the contract concluded?

#### i) **Contracting parties**

You sign the contract with Allianz. You may be the vehicle's operator, the person specified by the vehicle's owner as operator (on the basis of a contract or another verified title), or owner (if the vehicle does not have a registration certificate).

#### ii) **Rules of concluding the contract**

The contract is concluded by the parties' agreement. The contract can also be concluded through distance marketing (e.g. by phone or online). Contracts concluded electronically are regarded as written contracts.

#### a) **Offer**

The offer is the policyholder's unilateral statement including his intention to conclude an insurance contract. The offeror is bound to his offer for 15 days after making it.

The policyholder is responsible for the accuracy and truth of the data recorded in the offer during the conclusion of the contract, even if he has not completed the offer himself but used an intermediary. These data may be for example the name of the previous motor third-party liability insurer (if any) and the number of the document proving the coverage, the identification number in the accident and claims records and in the case of choosing an e-product, his e-mail address and mobile telephone number. The policyholder will meet his obligation of disclosure by replying to the insurer's written questions truthfully. Leaving the questions unanswered in itself shall not constitute a breach of this obligation.

During the making of the offer and the conclusion of the contract, the insurer is entitled to check the personal data provided by the policyholder directly or indirectly (through an insurance intermediary) as well as the data of the vehicle. The insurer is entitled to check data primarily using the data of the road transport records maintained by the Ministry of the Interior. The insurer is entitled to compare the data with the authentic records on the basis of its lawful interests with respect to the casco coverage and on the basis of the liability of the insurer set forth in Section 49 of the MTPL Act with respect to the MTPL

coverage. The insurer is obliged to inform the body recording policies about the conclusion of the MTPL coverage of the insurance contract and about the changes in the data of the contract with the data content required by the relevant legal regulation.

A contract can only be concluded for a vehicle that can be identified on the basis of the data of the public vehicle registry maintained by the Ministry of the Interior. Vehicles that are not included in the vehicle registry (for example mopeds and vehicles with a temporary registration certificate) are an exception to this rule.

If the vehicle cannot be identified in the vehicle registry based on the data provided, the insurer will send a notification (SMS) of this to the mobile telephone number provided by the policyholder, within the risk assessment period.

#### b) **Acceptance of the offer**

You may conclude the contract by submitting your offer in compliance with Allianz terms and conditions, premium rates (including but not limited to the tariff rate advertised) and choose one of our insurance packages. If Allianz does not reject your offer within 15 days the contract is effective. The 15-day deadline available for the risk assessment of casco coverages

shall always be calculated from the inception date of the casco coverages specified in the offer.

The insurer will send a notification (SMS) of the date of the inspection required for the risk assessment to the mobile telephone number provided.

In the case of MTPL coverages, the insurer must accept all offers that meet its tariff rate and the insurance terms and conditions.

If the insurance contract containing the MTPL coverage is terminated during the year due to the non-payment of premiums, you may conclude an MTPL contract that provides coverage for the remainder of the insurance period concerned only with the insurer with which your contract terminated due to the non-payment of premiums. According to the above, you may not change your insurer during the insurance period in this manner. If your contract is terminated due to the non-payment of premiums, regarding the MTPL coverage you may also enter into a contract for Allianz's motor third-party liability insurance product within the insurance period.

The effective date of the contract is the date when you submitted the offer.

Allianz will not accept any offer made sixty days before the start of the insurance period of the MTPL coverage; any contract concluded in this manner shall be invalid.

c) **Rejection of the offer**

No contract will be concluded regarding the **casco and other coverages** if the insurer rejects the offer made for the casco and other coverages within 15 days of the inception date of the casco and other coverages.

In the case of the MTPL coverage the insurer may only reject the offer within 15 days of its receipt only if it has made a statement on the termination of the MTPL contract concluded with the insurer for the insurance period directly preceding the offer, or if the offer does not meet the insurer's tariff rate requirements and insurance terms and conditions. If based on the above the insurer rejects the offer for the MTPL coverage, the contract cannot be concluded for the casco and other coverages, either.

Allianz will inform you about the rejection of the offer or the coverages.

If an insured event occurs in relation to the casco coverages during the 15-day risk assessment period, Allianz may only reject the offer if it has clearly indicated this possibility

in the offer and it is obvious based on the nature of the requested insurance coverage or the circumstances of the risk coverage that an individual risk assessment (based on an inspection) is necessary for the acceptance of the offer.

If Allianz did not request the inspection of the vehicle within 15 days from the starting date of the casco coverages, then if a casco insurance event occurs within 15 days from the starting date of the casco coverages concluded this way, Allianz will only provide its services if the policyholder certifies the circumstances of the claim by an official document or reports the claim by telephone at our customer service **within 24 hours**.

If it rejects the offer, Allianz will within 30 days arrange for the repayment of any premium (instalment) received to the policyholder, by bank transfer if the policyholder has given his/her bank account number or by post in lack of a bank account number.

d) **Amendment of the offer**

If in respect of the **casco and other coverages** the policy issued by Allianz is different from your offer, and you do not object immediately when you receive it, the contract will be concluded according to the content of the policy. This provision applies to significant deviations

if Allianz notified you about the difference in writing. Failing such reminder, the contract will be concluded in accordance with the content of the offer.

If the offer does not comply with Allianz premium rates or terms and conditions regarding the **MTPL coverage**, Allianz may propose its amendment within 15 days. If you do not object to the amendment within 15 days, the contract will be concluded with the content specified by the amendment, with retroactive effect to the date when the offer became effective. Allianz is obliged to notify you about the amendment. Failing such reminder, the contract will be concluded in accordance with the content of the offer.

If the insurer proposes an amendment to the offer because it does not comply with the insurer's premium rates or terms and conditions, it will also send a notification (SMS) to the mobile telephone number provided by the policyholder.

e) **Amendment of the casco and other coverages of the contract concluded by an implicit acceptance**

If the offer does not comply with Allianz premium rates and/or the insurance terms and conditions, the contract will also be concluded



if Allianz does not respond to the offer within 15 days.

If the contract concluded without Allianz explicit statement regarding the casco and other coverages deviates from these general terms and conditions being a part of this Benefits Guide in an important respect, Allianz may propose an amendment within 15 days of its conclusion. If you do not accept the proposal or do not respond within 15 days, Allianz may terminate the casco and/or other coverages with a 30-day notice period, within 15 days of receiving the rejection or the proposed amendment.

- f) Regarding the **MTPL coverage**, any other MTPL contract concluded for the same insurance period or for a certain part of the same insurance period during the term of the contract is **invalid**, even if premium is being paid for the new contract. The termination will become effective regarding the **casco and other** coverages on the day when we become aware that the MTPL coverage is invalid.
- g) **Allianz will send a policy (document proving the coverage)** about the conclusion of the contract. If the contract has not been concluded in writing, Allianz will issue a document proving the insurance coverage, and provide it to you.

### 2.5.5.2. The validity and effect of declarations

#### i) The validity of the declarations related to the contract

If a law requires a written document for the validity of a declaration, the declaration will only be valid if the person making it has signed it or if it meets the requirements of written documents as prescribed by Act V of 2013 on the Civil Code, that is, it is suitable for retrieving the full content of the declaration unaltered and for identifying the person who made the declaration as well as the time when the declaration was made.

Unless the law stipulates otherwise any declaration submitted to Allianz is valid if it has been made over the phone, by e-mail, through a website operated by Allianz, through an electronic marketing site or channel, or using another permanent means, and if Allianz becomes aware of it.

Declarations made through a broker become effective when Allianz receives them.

Allianz agent (tied agent) is entitled to receive offers and other declarations relating only to the insurance contract (for example claims report, notification of changes, termination).

#### ii) E-product conditions, electronic communication and the validity of declarations made electronically

If you choose an **e-product** at the time of concluding the contract or when upgrading your package, you must provide both your e-mail address and mobile telephone number, and you must make a declaration on the use of the client portal.

If you provide your mobile telephone number and/or your e-mail address to Allianz or later modify such data (when choosing an e-product or when concluding, amending or upgrading your contract) and you agree to **communicate with Allianz electronically**, Allianz may use your mobile telephone number and e-mail address for the performance of its obligations relating to the contract, in compliance with the applicable legal requirements. Allianz may also fulfil its obligations of notification (relating to the conclusion and the termination of the contract, the amendment of the premium, or information about service requests) electronically, by sending a notification to your e-mail address. Allianz will send the documents related to the contract (in particular the policy, the invoice/accounting document, the premium certificate, the payment notice, the notice on cancellation and the premium notification letter, Green Card, except for letters containing cheques) to the e-mail address provided by you and sign these

documents electronically (with a non-qualified stamp certificate), and it will use the mobile telephone number for sending notifications (SMS).

During the use of roadside assistance, in order to organise the service and to ensure its smooth provision, the insurer and the service provider will communicate with the policyholder via the mobile telephone number provided by the policyholder.

You must provide a real e-mail address capable of receiving electronic notifications and a real mobile telephone number suitable for receiving text messages (SMS) and phone calls, and – in the event of choosing an e-product – you should only use these for communicating with Allianz. You may change but may not delete your e-mail address and phone number specified above during the existence of the e-product. If you give us a new e-mail address we will not use the previously given e-mail address in relation to your contract any more.

Allianz is not be liable for any mistakes arising from the falsehood or incompleteness of the electronic data you have provided, any errors or malfunctioning arising at your e-mail service provider, any problems resulting from the service provider's security settings or the settings of your personal account, or for any damage or detrimental legal consequences arising therefrom.

Any changes of the e-mail address or mobile phone number must be reported to Allianz within 8 days. Allianz is not liable for any losses arising from a failure to report such changes.

**Allianz will only accept a declaration sent by e-mail if it is received from an e-mail address previously reported to Allianz.**

### 2.5.5.3. Extinction

The limitation period starts when the claim – including the claims for services, premiums or the reclaiming of premiums – becomes due. The limitation period will not be interrupted by a written request for the fulfilment of the claim.

i) The limitation period of claims enforced on the basis of the **MTPL coverage** shall be

- 3 years if the rules applicable to the liability for damages arising from hazardous operations must be applied, or
- 5 years if the general rules of liability must be applied.

ii) Claims arising from **casco coverages** and **legal support and roadside assistance** coverages – including without limitation the service claims arising from insured events and the insurer's claim for premiums – shall

lapse after 1 year from the due date of the claim.

If the limitation period starts again after an interruption, its period will also be 1 year. Written notices will not interrupt the limitation period.

iii) Claims arising from coverage for **personal accidents** will lapse after 2 years from the due date of the claims.

The due date of the claims is as follows:

- in the case of immediate death or the immediate loss of limbs or organs, the day when the insured event occurs,
- in the case of death occurring later – within a year – the day of the death,
- in the case of permanent, total or partial disability, the day when the personal accident occurs.

The due date of other claims is the day when the circumstances serving as the basis for the claim occur.

### 2.5.5.4. The most important taxation rules relating to personal accident coverages

Please note that this notice does not discuss every issue related to the taxation of personal accident coverages. All calculations and procedures are based on the effective provisions of the applicable laws. Please keep track of the relevant laws because their changes may have an effect on the following statements.

This notice has been prepared on the basis of the laws in force on 1 January 2019.

#### i) **Taxation rules in cases where the insurance contract is concluded by a private individual**

The tax liabilities of private individuals are governed by Act CXVII of 1995 on Personal Income Tax (Personal Income Tax Act).

The premium of personal accident coverages concluded by a private individual is tax-free.

The insurer's service: the value provided by the insurer in the context of the obligation imposed on the insurer as a result of the occurrence of the insured event, based on the insurance contract. The insurer's services of death, accident and sickness insurance are tax-free.

#### ii) **Taxation rules in cases where the insurance contract is concluded by a person who is not a private individual**

The tax liabilities of persons who are not private individuals are regulated by the following laws:

- Act CXVII of 1995 on Personal Income Tax (Personal Income Tax Act) in the case of sole traders.
- Act LXXXI of 1996 on Corporate Tax and Dividend Tax (Corporate Tax Act) in the case of organisations falling within its scope. The accounting of the organisations falling within the

scope of the Corporate Tax Act is governed by the provisions of Act C of 2000 on Accounting.

- The taxation rules applicable to private individuals regarding insurance contracts concluded for the benefit of private individuals by persons other than private individuals are included in the Personal Income Tax Act.
- iii) **Further taxation rules relating to insurance:**
- Act LXXX of 1997 on the Eligibility for Social Security Benefits and Private Pensions and the Funding for These Services.
  - Act LII of 2018 on Social Contribution Tax.

#### a) **Rules applicable to the insurance premium**

Whether any tax liability is imposed on a private individual based on an insurance premium paid by a person who is not a private individual, and if so, on what legal ground, depends on the following circumstances:

- the legal relationship between the policyholder and the insured person (employment or other relationship),
- the classification of the coverages according to the Personal Income Tax Act,
- who is the beneficiary of the insurance contract (the beneficiary can be the policyholder who is not a private individual, or the insured private individual or another private

individual with regard to the insured individual).

The premiums of insurance coverages which are not listed in the Personal Income Tax Act among the insurances with tax-free premiums are considered taxable.

#### b) **The service provided by the insurer**

In most cases, if the person entitled to use the insurer's service is a private individual, no tax liability will arise on the basis of such service. The definitions of tax-free and taxable insurance services, along with the relevant rates, are included in the Personal Income Tax Act. If the beneficiary is not a private individual, the insurer's service must be classified on the basis of the Personal Income Tax Act or the Corporate Tax Act in terms of taxation.

As this notice only contains the most important information, please take special care during the conclusion of the contract to familiarise yourself with the detailed rules of taxation, and use the services of an accountant, a tax adviser or a tax expert in this regard.

#### **2.5.5.5 Further applicable laws and additional documents**

Questions not covered in these general terms and conditions of the insurance are governed by:

- Act V of 2013 on the Civil Code, Act LXXXVIII of 2014 on the Insurance Business and the relevant Hungarian legal regulations in force
- the legal regulations applicable for the coverage of **motor third-party liability insurance**, i.e.:
  - General Provisions (Sections 1-34) of Act LXII of 2009, On Insurance Against Civil Liability in Respect of the Use of Motor Vehicles (Mtpl Act) regulating the rights and responsibilities of the contracting parties
  - Decree 21 of 2011 of the Minister of National Economy regulating the bonus-malus system, these are included in the Schedule that constitute part of this contract.

In addition to the general terms and conditions, the declarations made during the offer, the clauses, the policy and the tariff rate announced regarding the motor third-party liability insurance coverage and also the documents having the titles Supplement of Product information and terms and conditions and Differences from Legal Regulations and Previous Contracting Practices form part of the insurance contract:

- A separate document - **Supplement of Product information and terms and conditions** - completes this product information and terms and conditions and includes major data of the insurer, provisions of governing

law, information on the distribution of insurance products (consultancy and remuneration) provisions of the insurance contract on processing personal data, rules of insurance secret, information on complaint management, information on distance marketing and the rules of concluding contracts electronically.

- A separate document - **Differences from Legal Regulations and Previous Contracting Practices** - includes major differences of the present terms and conditions from the Civil Code

and the Casco and Motor Third-Party Liability insurance products previously offered by Allianz.

**Motor vehicle fleets** are insured for motor vehicle liability by Allianz under the provisions of the Motor Third-Party Liability Insurance for Fleets, and **frontier insurance** (pursuant to paragraph (1), Section 42 of the Mtpl Act) is provided under the provisions of the Allianz Motor third-party liability insurance contract. Casco coverage for fleets is provided by the Allianz Fleet Casco insurance.



# 2.6. INSURANCE DECODED

In this section we would like to decode insurance terminology. You can find here easy-to-understand, insurance related definitions for the following terms.



## ALLIANZ ASSESSOR:

an expert dispatched by Allianz to measure the claim, inspect the damaged assets and evaluate the circumstances of the insurance event.

## AGENT (OR TIED AGENT):

an intermediary who carries on the activity of insurance mediation for and on behalf of one insurer, or for and on behalf of more insurers in the case of insurance products which are not in competition.

## DEDUCTIBLE:

If Allianz provides a service in connection with damage caused to the vehicle or its parts or accessories, the insured person will pay a certain part of the damage. The amount is indicated in the policy and established according to the general terms and conditions as a deductible.

## DRIVER:

a person driving the vehicle.

## EUROTAX:

vehicle data base and information services provided by Autovista Magyarország Kft. The insurer may use another service provider without modifying any of the provisions of this general terms and conditions. we will inform you about the change of the service provider.

## EUROTAX CODE:

the unique identifier issued by the Autovista Group, which clearly determines the vehicle's make, type and OEM series equipment.

## FEATURED EQUIPMENT:

accessories which are covered by the casco coverages only if they have been indicated during the insurance offer. Featured equipment may be any accessory belonging to the categories of OEM series equipment, OEM extra equipment or other extra equipment.

## GRACE PERIOD:

in relation to the **MTPL coverage**, 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.

## GREEN CARD:

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.

## INJURED PARTY:

in relation to the **MTPL coverage**, any person or body entitled to compensation in respect of any loss or injury caused by motor vehicles.

## INTERMEDIARY:

shall mean any natural or legal person who, for remuneration, pursues the activity of insurance mediation, excluding insurance and reinsurance companies pursuing distribution activities on their own right in connection with their own risks and their contributors and ancillary insurance intermediaries.

**MOTORHOME:**

a vehicle usually classified into the M1 vehicle category, not exceeding a total weight of 3.5 tons, developed using the structural elements of a truck, fitted with a living area superstructure and used for trips as a recreational vehicle.

**MOTOR RACE:**

a sports event held for motorized vehicles on a closed racetrack or on public roads (or a section of road) closed to traffic.

**MOTOR VEHICLE:**

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.

**MULTIPLE AGENT:**

an intermediary who carries on the activity of insurance mediation for and on behalf of more than one insurers at the same time in the case of insurance products which are in competition.

**NON-INSURANCE FEE:**

in relation to the **MTPL coverage**, 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).

**OEM EXTRA EQUIPMENT:**

accessories in addition to the OM series equipment which have been fitted to or built in the insured vehicle during manufacturing, before its first sale, which modify the new vehicle's value and the vehicle's value at the time of the accident compared to the vehicle's value included in the Eurotax catalogue.

**OEM ROADSIDE ASSISTANCE:**

a service primarily consisting of a technical emergency service provided by the manufacturer or importer of the motor vehicle or by the relevant lead representative, for different periods and with different services depending on the brand.

**OEM SERIES EQUIPMENT:**

the vehicle's equipment according to the Eurotax catalogue, that is, all accessories that are included in the vehicle's Eurotax code as basic built-in or fitted accessories that do not

increase the value and selling price of the new vehicle.

**OPERATOR:**

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.

**OTHER EXTRA EQUIPMENT:**

accessories which have been fitted to or built in the insured vehicle in a professional manner and according to the applicable requirements and which do not belong to the category of OEM series or OEM extra equipment but modify the new vehicle's value and the vehicle's value at the time of the accident.

**PASSENGER:**

any person being driven in or by the vehicle.

**PASSENGER TRANSPORT:**

transport of passengers and related services, except for taxis.

**PLACE OF RESIDENCE OF THE OWNER OR USER OF THE VEHICLE:**

the address of residence of the insured person or user of the vehicle in the territory of the country stated in the insurance policy.

**PERIOD OF INSURANCE COVER:**

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.

**PERMANENT DISABILITY:**

a disability or serious damage to the health of the insured person, due to a traffic accident occurring during the risk coverage period, which develops within 2 years from the date of the accident and which is medically stable and the rate of the damage exceeds 30%.

**PREMIUM TARIFF RATE:**

in relation to the **MTPL coverage**, 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.

**REGISTRATION CERTIFICATE:**

a permanent or temporary registration certificate, the temporary use certificate, and the certificates of slow moving vehicles and motorized cycles and quads.

**RELATIVE:**

spouse, partner, lineal kin, adopted, step- and foster parent or sibling, spouse, registered partner of lineal kin, engaged partner, lineal kin and sibling of spouse and the spouse or registered partner of sibling.

**RENTAL VEHICLE:**

a vehicle/public car provided for use to another person for payment or other consideration – in particular by means of a rental agreement or a lease contract – for a fixed term of maximum 12 months, and a vehicle/public car utilised for car sharing.

**REPAIR SHOP:**

an authorised repair shop located closest to the place of occurrence of an insured event under the casco coverages and recommended by Allianz. You may choose another repair shop if the distance from the place of occurrence of the insured event is not further than the shop recommended by Allianz.

**REPLACEMENT VEHICLE:**

a vehicle available to you if you choose extended road assistance coverage and your car gets immobilised due to an insured event.

**REPRESENTATIVE:**

our agents, multiple agents and contributors.

**TAXI:**

a vehicle authorised by the transport authority to carry out passenger transport activities, which are available to all under the same terms and conditions.

**TERRORIST ACT:**

any violent action, any action threatening with violence, any action threatening human life, tangible and intangible assets or the infrastructure, any action supporting political, religious, ideological or ethical objectives or aiming or suitable to influence any government or to raise fear in the society or any of its parts.

**TOTAL LOSS:**

in relation to the **MTPL coverage**, 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.

**TRAFFIC ACCIDENT (OF PERSONS):**

an accident which the insured person suffers when operating the insured vehicle due to a traffic accident involving another vehicle on the road.

**TRAFFIC ACCIDENT (OF VEHICLES):**

an incident on the road caused by violation of traffic regulations or collision with other objects or animals involving at least one vehicle on the move and at least one person injured or killed (at the spot or within 30 days of the accident) or caused material damage.

**VEHICLE WITH SPECIAL SUPERSTRUCTURE:**

a vehicle permanently fitted with a crane or other lifting equipment, ladder, power machine, working equipment, container, cooling

equipment, closed superstructure or other equipment. If you want to put the vehicle into service or operation you must have a special certificate, a declaration of fitness or a permit under the law.



# 3. 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.



**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.



**When towing another vehicle or a carriage,** make sure it is firmly attached to your vehicle.



**Don't drink and drive.** If you have been drinking alcohol, we recommend using public transport or taking a cab.



**On a long journey** make sure your phone is fully charged. You might need to call for assistance.



**Reduce your speed in bad weather** such as rain or fog, and when visibility is worse.

... ESPECIALLY DURING WINTER:



**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.



**Always get information** about the weather and road conditions.



**Avoid parking under tall trees** or where there is a risk of falling stone, ice or snow.



**Keep** a blanket, food and drink, a snow shovel and snow chains in your car.

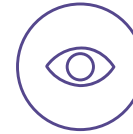


**Check** your tires and windshield wipers.

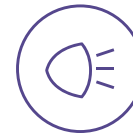
TIPS ABOUT MAINTENANCE



**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**



**Always lock** your vehicle, even when driving.



**Always remove the keys from the vehicle**, even if it is parked on private land. Keep the windows and sunroof closed.



**Always activate** anti-theft systems.



**If you park on a public road at night** try to find a spot close to a streetlight.



**Consider using other security devices** such as the gear lever lock



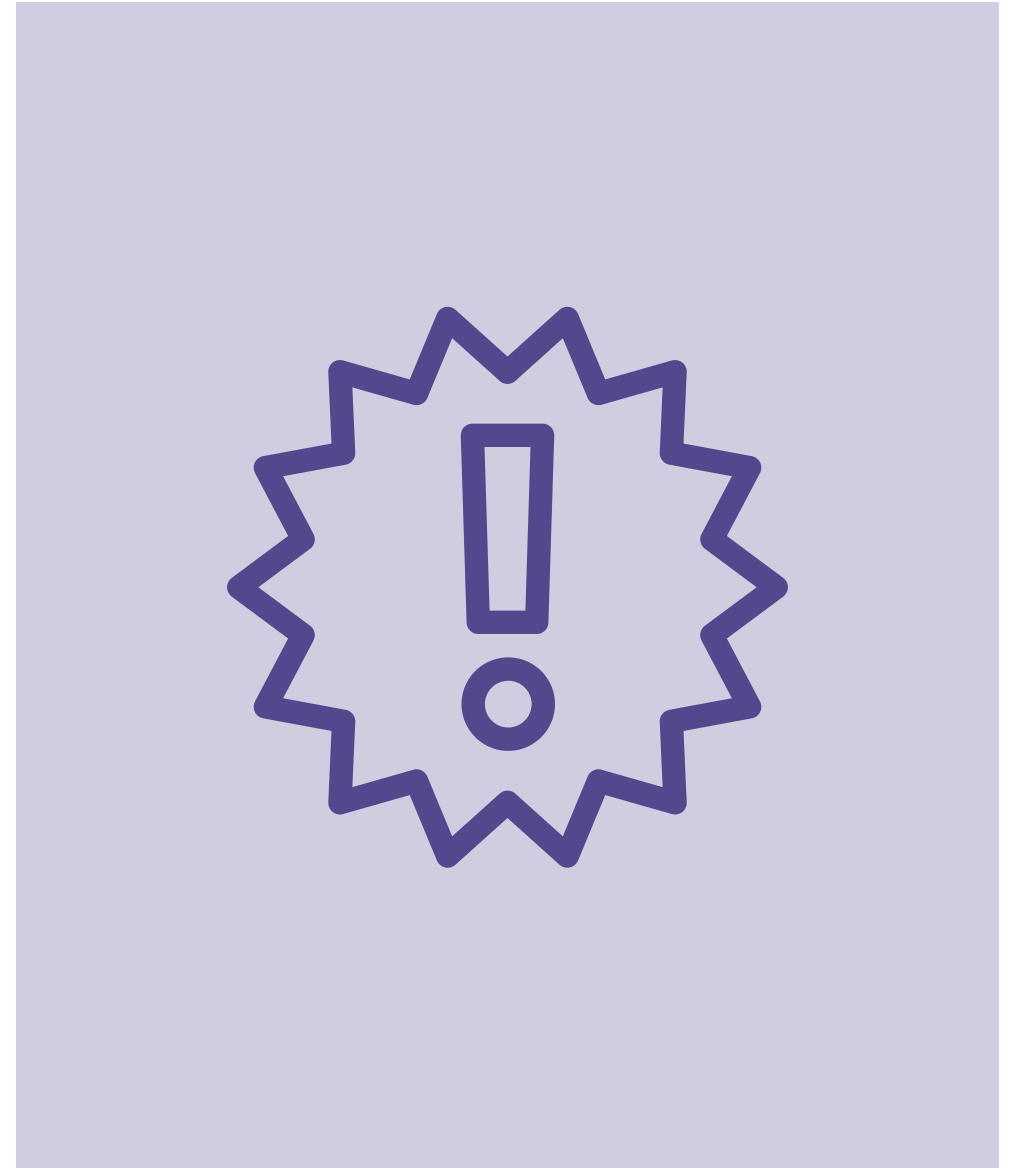
**Don't leave bags or anything valuable on the seats** where the pedestrians can see them.



**Never leave your car running and unattended**, even for a minute.



**Never leave the registration document** inside the vehicle. Do not help thieves.



# 4. QUESTIONS YOU MIGHT STILL HAVE

In this section you can find answers to some of the most frequent customer questions.

Should you have any further concerns do not hesitate to contact us any time at +36 (1/20/30/70) 421-1-421 or check our website: [www.allianz.hu](http://www.allianz.hu).

We are at your full disposal.

## HOW DO I REGISTER THE SALE OF MY VEHICLE? WHAT DOCUMENTS ARE REQUIRED?

Please inform us within 8 days after the sale and provide a legible copy of vehicle sales contract. Your contract will terminate upon the date of sale and purchase agreement or on such date when the buyer became the owner of the vehicle.

Please also remember to report the sale of your vehicle within 8 days to the transport authority which may be done through your local documents office or electronically.

## I BOUGHT A VEHICLE. WHAT SHOULD I DO NEXT?

The contract of the previous owner (policyholder) terminates automatically when the vehicle is sold and you become the registered new owner and keeper of the vehicle. You should take out a new MTPL insurance optionally with other coverages.

Please keep in mind that you are legally required to have an MTPL coverage from the date of your registration. We recommend that you conclude the MTPL insurance on or before the date of the sale and purchase agreement.

You are also required to register that you are the owner of the vehicle within 15 days with the transport authority. You can do it through your local documents office and you need a certificate of your MTPL coverage.

## WHAT ARE THE CENTRAL CLAIMS RECORDS?

The insurers maintain central claims records where they collect data about accidents and claims. They use the data to determine the risk and the amount of premiums you pay. The

records contain the data relating to previous insurance contracts, accidents, payment of compensation and the bonus-malus class.

This electronic system replaced the certificate that the insurers had to issue in the past when the contract terminated. When you want to sign a new contract it is very important that you submit the name of your previous insurer, the number of the insurance policy and the claims records identifier.

## IS IT POSSIBLE TO TRANSFER THE ACHIEVED BONUS GRADE TO THE NEW VEHICLE IF THE PREVIOUS VEHICLE WAS OPERATED BY ANOTHER FAMILY MEMBER?

No, it is not possible because the law does not permit it.

## HOW (AND WHY) CAN THE DAMAGE CAUSED BE REFUNDED TO THE INSURER?

If you caused damage to others and we pay damages to the injured party we will send you a notice about the payment. We will enclose a cheque (for the amount of damages up to HUF 50,000). We will inform you about the total amount of damages. We will offer you that you may repay the amount paid to the innocent injured party within 45 days. In such a case you will keep your bonus category.

**WHO IS ENTITLED TO THE PREMIUM DISCOUNT OBTAINED AS A RESULT OF AN ACCIDENT-FREE PERIOD, OR WHO IS OBLIGED TO PAY THE INCREASED PREMIUM PAYABLE AS A RESULT OF THE ACCIDENT CAUSED?**

The operator of the vehicle is always responsible for all benefits and burdens relating to the motor third-party liability insurance. It is not important who actually drove the vehicle with the permission of the owner or the operator registered in the registration certificate.

We would like to inform you that you should consider to whom you lend your vehicle, because you as the owner or operator of the vehicle may pay increased insurance premium due to an accident caused by the driver.

**DOES THE MOTOR THIRD-PARTY LIABILITY INSURANCE COVER ACCIDENTS OCCURRING ABROAD?**

Yes, the compulsory motor third-party liability insurance covers the area of the member states and the area of the countries of the Green Card System, with the national offices of which the Hungarian National Office has concluded bilateral agreements, according to the Internal Policy.

**I LOST MY GREEN CARD, HOW CAN I OBTAIN A NEW ONE?**

Please contact us through the communication channel of your choice (e.g. client contact points, e-mail, Client Portal).

## 5. 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.**

**Please feel free to contact us regarding any questions, requests or comments.**



# ANNEX

## DATA AND DOCUMENTS TO BE SUBMITTED WITH THE CLAIM



i) In case of MTPL and casco coverage:

Name of document	casco coverages	MTPL coverage
<b>Instruments, documents and data that Allianz may request for claim report:</b>		
accident report (European)	✓	✓
accident on-site inspection report	✓	✓
insurance offer and/or policy and the receipt of the 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 entire vehicle	✓	
application (in case of additional service claim)	✓	
supplement to 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	✓	

Name of document	casco coverages	MTPL coverage
<b>Instruments and documents that may be requested for assessing legal basis:</b>		
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 the 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 specialists or medical specialist committees	✓	✓

Name of document	casco coverages	MTPL coverage
<b>Instruments and documents that may be requested for assessing legal basis:</b>		
police charge records	✓	✓
police decision	✓	✓
police on-site investigation records	✓	✓
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		✓
bill of indictment	✓	✓

Name of document	casco coverages	MTPL coverage
<b>Instruments and documents Allianz may request to clarify proprietary rights and to certify eligibility for service (compensation for damage):</b>		
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	✓	

Name of document	casco coverages	MTPL coverage
<b>Instruments and documents Allianz may request to clarify proprietary rights and to certify eligibility for service (compensation for damage):</b>		
declaration of assignment	✓	
contract of assignment	✓	✓
building permit		✓
building log		✓
documents and photos of vehicle information check	✓	
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 real estate	✓	✓
certificated 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	✓	✓

Name of document	casco coverages	MTPL coverage
<b>Instruments and documents Allianz may request to clarify proprietary rights and to certify eligibility for service (compensation for damage):</b>		
attachment records	✓	
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. of physical disability)	✓	✓
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		✓

Name of document	casco coverages	MTPL coverage
<b>Instruments and documents Allianz may request to clarify proprietary rights and to certify eligibility for service (compensation for damage):</b>		
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 mortgagee	✓	

Name of document	casco coverages	MTPL coverage
<b>Instruments and documents Allianz may request to confirm the extent and amount of damage:</b>		
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	✓	
purchase invoice of motorbike protective clothing, protectors, gloves, boots	✓	
data sheet for income supplement compensation		✓
tax return, income certificate		✓
certificate of incomes and expenses arising in relation with taxation or 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 on the sales of remains	✓	✓
purchase invoice of helmet(s) or parts thereof	✓	
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		✓

Name of document	casco coverages	MTPL coverage
<b>Instruments and documents Allianz may request to confirm the extent and amount of damage:</b>		
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	✓	
invoices of medicines and medical accessories	✓	
quotation for 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	✓	✓



Name of document	casco coverages	MTPL coverage
<b>Instruments and documents Allianz may request to confirm the extent and amount of damage:</b>		
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 sole trader and agency contracts	✓	✓
customs documents	✓	✓
purchase invoice	✓	

Name of document	casco coverages	MTPL coverage
<b>Allianz may request submitting the following additional documents:</b>		
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 cards, 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 or 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	✓	

## ii ) In case of the personal accident coverage:

**Documents:****A) Documents certifying the occurrence of death:**

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 ) in case of a personal accident, 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; a permit of the guardianship authority for payment if required by law

**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)

# SCHEDULE

## LEGAL BACKGROUND

## 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;

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;

8/A. ‘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 premium 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 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 published the decision on its website 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 period until the settlement payment is in fact made.

(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;

l) 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' 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 of 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 to 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

(1) 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. 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.

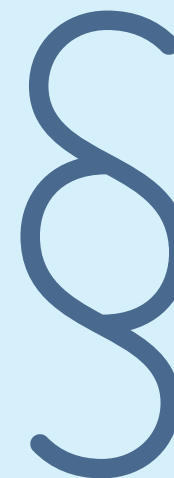
(2) If the insured party, or the driver is required to make compensation in the cases described, respectively, in Paragraph c), and in Paragraph f) of Subsection (1) above, the insurance company, the National Bureau, and the manager of the Compensation Fund is entitled to file a compensation claim for up to 5 million forints in connection with any accident within the framework of performed services.

(3) If the 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 7 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.

#### 2. RULES REGARDING THE CLASSIFICATION

##### 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.

##### 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 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 claims	1 claims	2 claims	3 claims	4 or more claims
<b>B10</b>	B10	B08	B06	B04	M04
<b>B09</b>	B10	B07	B05	B03	M04
<b>B08</b>	B09	B06	B04	B02	M04
<b>B07</b>	B08	B05	B03	B01	M04
<b>B06</b>	B07	B04	B02	A00	M04
<b>B05</b>	B06	B03	B01	M01	M04
<b>B04</b>	B05	B02	A00	M02	M04
<b>B03</b>	B04	B01	M01	M03	M04
<b>B02</b>	B03	A00	M02	M04	M04
<b>B01</b>	B02	M01	M03	M04	M04
<b>A00</b>	B01	M02	M04	M04	M04
<b>M01</b>	A00	M03	M04	M04	M04
<b>M02</b>	M01	M04	M04	M04	M04
<b>M03</b>	M02	M04	M04	M04	M04
<b>M04</b>	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 claims	1 claims	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 TRUSTING ALLIANZ

**PLEASE FEEL FREE TO CONTACT  
US REGARDING ANY QUESTIONS,  
REQUESTS OR COMMENTS.**

You can do so as follows:

- Through your insurance agent
- Through Allianz call center:  
+36 (1/20/30/70) 421-1-421
- Via our website: [www.allianz.hu](http://www.allianz.hu)

You can access our services as follows:

- Via our website: [www.allianz.hu](http://www.allianz.hu)

## Allianz Contact Center

Our specialized staff in our Contact Center is always at your service to handle any request arising from your contract 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**

## 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**

From abroad: **+43-1-525-03-6552** or **+36 (1/20/30/70) 421-1-421**, choosing the 2-6 menu items

## Legal Support

Our service partner, D.A.S. is available 24/7 non-stop at the following (domestic, normal tariff) telephone number: **+36 (1) 710-11-30**

The following information is required by the Allianz Contact Center, by Allianz Assistance Services 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.