

## Passenger Indemnity Conditions HU 1114-ENG

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Terms in these own damage conditions shall have the meaning as defined in the General Contractual Conditions of the Insurer, if not explicitly stated otherwise herein.

### 22. Cover

The insurance provided under the insurance contract including these insurance terms and conditions, covers insured events sustained by the insured persons as outlined in section 23 during the Period of Insurance.

Insured persons are the driver and persons transported in the insured vehicle. In case of special vehicles, lorry, road and agricultural towing vehicle, a maximum of two escorts qualify as insured in addition to the driver of the vehicle.

### 23. Insured Event

1) An Insurance Event is a Permanent and/or Temporary Bodily Injury or Accidental Death that was sustained:

a) In the Insured Vehicle whilst being driven and was otherwise directly related to the driving of the Insured Vehicle;

b) At an Accident of the Insured Vehicle or under circumstances that immediately relate to such Accident;

c) During short-term stops to rectify vehicular breakdowns or defects of the Insured Vehicle that occurred during driving, if the Permanent and/or Temporary Bodily Injury or Accidental Death of a person transported is sustained in the Insured Vehicle or in its immediate vicinity to it on the road;

2) If Permanent and/or Temporary Bodily Injury manifests itself or Accidental Death occurs after the end of the Period of Insurance arising from an Insurance Event within the Period of Insurance, the Insurer shall pay Benefits based on the cover and Insurance Terms and Conditions applying at the date of the Insurance Event;

3) The Insurance shall cover Insurance Events that occur during the Insurance Period.

### 24. Exemptions from insurance

Following exclusions apply for Passenger Indemnity Insurance:

- a) accidental death or injuries to persons transported in the vehicle during the execution of efficiency tests (of speed, brakes, reversals and stability of the vehicle, stopping at highest speed, running-in etc.);
- b) accidental death or injuries that were sustained during a race or competition and related training races;
- c) accidental death or injuries to persons transported in such a place in the vehicle that is not intended for the transport of persons;
- d) if the driver of the vehicle, according to generally binding legal precepts, was driving under influence of any drug or alcohol or intoxicated in any other manner. This does not apply to the insured if he/she is able to prove that the said circumstances occurred beyond his/her knowledge and against his/her will and that he is reasonably not at fault with respect to these circumstances;
- e) Accidental Death or injuries to persons resulting from accidents caused deliberately by the insured;
- f) accidental death or Injuries to an Injured Person in an Insured Vehicle that was sustained as a result of a mental disorder or the disorder of consciousness, apoplexy, epileptic fit or any other paroxysm that affects the whole of the body. However Insurance Protection is provided if such disorders or seizures were caused by an Injury as referred to in Article 19 hereof;
- g) Accidental Death or Injuries that are directly or indirectly caused by the acts of civil or military war; an injury that was sustained when actively participating in local unrest;
- h) Accidental Death or Injuries that are directly or indirectly caused by riots, popular movements, acts of terrorism or sabotage;
- i) Accidental Death or Injuries that were directly or indirectly caused by nuclear energy;
- j) Accidental Death or Injuries that were directly or indirectly caused by natural disaster;
- k) the consequences or diagnostic treatment and preventative operations that were not performed

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to cure the consequences of injuries or medical treatments or procedures not approved by the Insurer, performed by the Injured Person or on his/her behalf;

- l) Accidental Death or Injuries of a person transported in the insured vehicle that was used without authorisation of the person authorised to use the Insured Vehicle;
- m) Accidental Death or Injuries sustained in an accident involving the insured vehicle, which was required to be reported to a relevant police authority under a relevant generally binding regulation, if such Accident was not reported;
- n) Accidental Death or Injuries sustained in an accident involving the insured vehicle that was in breach of a relevant generally binding regulation requiring technical inspection and the technical condition of the Insured Vehicle contributed to the Insured Event;
- o) Accidental Death or Injuries sustained in an accident involving the insured vehicle that was driven by a person who did not have an appropriate required driving licence, whose driving licence was suspended or was prohibited from driving motor vehicles;
- p) Accidental Death or Injuries sustained by a garage mechanic, a repairer, a service station operator or their agents when a vehicle included in the cover has been entrusted to them to work on it.

Insurer may as well reject to pay Benefits for Accidental Death or Injuries in the event that the Policyholder or the Insured person performed deceptive or fraudulent conduct towards the Insurer, with the aim to mislead the Insurer and to obtain Benefit from the Insurer to which the Insured Person is not entitled to due to failure to comply with the conditions stated in the Insurance Contract and in these Insurance Terms and Conditions including the General Contractual Terms and Conditions of the Insurer.

**25. Limitations of the obligation to make settlement**

- a) The Insurer may reduce the Benefit by half if the persons who suffered injury were not secured as per the manufactures instructions.
- b) In the event of a claim, the Insurer is only liable for Benefits relating to the maximum seating capacity of the insured vehicle and in accordance with Article 18 hereof. In the maximum seating capacity is exceeded, the insurer will proportionately reduce the Benefits due to the officially permitted seating capacity of the insured vehicle.

**26. Insurance amounts**

The benefit provided under the insurance contract including these insurance terms and conditions are presented in the tables 26.1 and 26.2:

**Table 26.1**

Cover Level 1 (PI A)

Consequence of the injury	Service amount (Ft) per person
Death	HUF 250.000,
Permanent Bodily Injury	HUF 500.000,
Temporary Bodily Injury	Amount appropriate to the extent of health damage through accident impairment
Temporary Effects i.e. Fracture, or cracking in the bone and temporary disability to work arising out of the accident proven, lasting at least 28 days	4.500,-

Cover Level 2 (PI B)

Consequence of the injury	Service amount (Ft) per person
Death	1,250.000,-
Permanent Bodily Injury	2,500.000,-
Temporary Bodily Injury	amount appropriate to the extent of health damage through accident impairment
Temporary Effects i.e. Fracture, or cracking in the bone and temporary disability	4.500,-

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to work arising out of the accident proven, lasting at least 28 days	
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**Table 26.2**

In the event of complete loss of an organ/limb, the percentage extent of settlement will be determined as follows:

Permanent Effects	
Injury definition	Extent of health injury (%)
- loss of sight in both eyes, loss of both fore arms and upper arms, hands, loss of one arm, or hand and thigh or the joint loss of legs (amputation of the upper limbs and legs), loss of both thighs	100%
- loss of both legs	90%
- loss of one thigh, or one upper arm	80%
- loss of one leg, loss of one forearm, complete laloplegia, loss of sense of hearing in the ears	70%
- loss of one hand	60%
- loss of one leg	40%
- complete loss of sight in one eye	35%
- complete loss of hearing in one ear	25%
- loss of one finger	10%

The percentage extent will be determined immediately after the loss of the organ/limb listed under table 26.2 otherwise, one year after the accident at latest. The extent of the partial permanent health impairment will be determined by the Insurer’s doctor in the case it’s not listed.

**27. Obligations in the event of Insured claim**

- a) A person who was transported in the Insured Vehicle and sustained any Injury that is covered by the Insurance shall immediately consult a doctor, observe the doctor’s instructions and take all measures possible to contribute to the mitigation of the consequences of the Injury(-ies).

- b) The person, who was transported in the insured vehicle and sustained Injuries, shall inform the Insurer of the Insurance Event as soon as possible, whereby the Policyholder shall provide adequate required assistance to the Injured Person.
- c) Once the Insurer has been notified of the Insurance Event, the Insurer shall send to the Injured Person a form to report the Insured Event that must be fully completed and immediately returned to the Insurer. All information relating to the Insured Event shall also be immediately reported by the injured person to the Insurer. Granting of full data processing consent in the form provided by the Insurer by the Injured Person or in case of Accidental Death by its authorised survivors shall be a pre-condition for further processing of the reported Insured Event. The consent to processing personal data and data deemed as insurance secrets has to be given by the injured person or his/her authorised survivors.
- d) The Insurer must be entitled to review the medical condition of a person who was transported in the Insured Vehicle and sustained injuries and request the medical examination of such person to be performed upon prior consent of the Injured Person. The Injured Person must consent to be examined by a doctor specified by the Insurer and to the access of the Insurer to the findings of such examination. Costs related to such procedure, except compensation for lost wages, shall be borne by the Insurer.
- e) If the Injuries lead to death, such fact shall be without any delay notified to the Insurer, even if the Injury was already reported.
- f) The Injured Person shall report any long term changes of his/her health condition to the Insurer.

If any of the obligations under Article 27 hereof are violated, the Insurer may reduce Benefits based on their view of the degree of such violation.