

GENERAL CONDITIONS

Euro Insurances DAC trading as LeasePlan Insurance (hereinafter: the Insurer) – pursuant to the Insurance contract concluded between the parties – shall reimburse the insured in the case of accidental damage to the insured vehicle, its parts or accessories & losses arising from supplementary insurance products as a consequence of events defined in these Insurance Terms and Conditions in the currency constituting the official means of payment of the republic of Hungary. The general terms and conditions include provisions applying to the entire insurance contract. In respect of all matters not regulated in the general terms and conditions, the provisions of the Act No V of 2013 on the Civil Code (Polgári Törvénykönyv, hereinafter referred to as “Ptk.”) and other rules of law in force shall be applicable. In case of differences between the present general terms and conditions (or any special conditions, as the case may be) on the one hand and the Ptk. on the other hand the first shall prevail, i.e. any deviation from the provisions of the Ptk. shall be deemed as deviation based on Section 6:59 sub-para (2) Ptk. which has been mutually agreed on by the Parties.

1. DEFINITIONS

- 1) “Insurer” means Euro Insurances DAC trading as LeasePlan Insurance, established in Dublin, Ireland, with its registered office at Ground Floor, Block C, LeasePlan House, Central Park, Leopardstown, Dublin 18, Ireland, registered with the Companies Registration Office in Ireland under registration number 222 618 (further as “LeasePlan Insurance”) and LeasePlan Insurance is regulated by the Central Bank of Ireland in Ireland.
- 2) “Insured Vehicle” means a mechanically self propelled motor vehicle that does not run on rails, which has been notified to and accepted as insured vehicle by the Insurer either at the conclusion of the Insurance Contract or additionally by a written notification of the Policyholder to the Insurer.
- 3) “Insurance Premium” means the sum which the Policyholder is obliged to pay by virtue of the Insurance Contract to the Insurer.
- 4) “Policyholder” means the party who concluded the Insurance Contract with the Insurer and who is obliged to pay the Insurance Premium to the Insurer.
- 5) “Collision” means an impact or a collision, where an impact shall be deemed as the crashing of the Insured Vehicle into an unmoving obstacle (e.g. wall, stationary vehicle, etc.) and a collision as the crashing of the Insured Vehicle into a moving object (e.g. automobile, person, animal, etc.).
- 6) “Accident” means a sudden and unforeseen external event (including Collision) which occurs in connection with the use of the Insured Vehicle.
- 7) “Period of Insurance” means the length of time during which the Insurance is provided, the commencement of which is stipulated in the Schedule of Insurance. The Period of Insurance is agreed for an indefinite period and is divided into particular Insurance Terms.
- 8) “Insurance Term” is the period for which the Insurance Premium is paid, normally one term of a calendar year unless otherwise stated.
- 9) “Schedule of Insurance/Contract” means a document which forms part of these Insurance Terms and Conditions outlining details of but not limited to the following: Policyholder; Insured; first Insurance Term; next Insurance Renewal Date and other details of cover which may apply.
- 10) “Insurance Renewal Date” means the date on which the Insurance Contract will be automatically prolonged for a new Insurance Term, unless terminated by a written notice of termination as defined in Article 6 hereof.
- 11) “Insurance Contract” a contract concluded by and between the Insurer and Policyholder, specifying the method of premium payment and settlement.
- 12) “Benefit” means the payment which the Insurer shall provide to the Insured Person provided that the Insurance Event occurs and the terms and conditions stated in the Insurance Contract and herein are fulfilled. Such payment cannot exceed the Sum Insured.
- 13) “Insured Person” Natural or legal person described as the Insured in the relevant insurance agreement.
- 14) “Sum Insured”

In case of an Insurance Event the Sums Insured are the maximum amounts agreed between the Policyholder and the Insurer at the time of concluding the Insurance Contract.

- 15) "Market Value" The selling prices of used vehicles included in the domestic eurotax catalogue in Hungary. In failure to obtain domestic comparison data, the value shall be defined based on the German Eurotax catalogue.
- 16) "Book Value" The value of the vehicle corresponding to the vehicle's purchase price as recorded in the accounting books, reduced by depreciation write-offs as at a given day.
- 17) "Insurance Event" means Event or a series of related events that give rise to a valid insurance claim.
- 18) "Permanent bodily injury" means Bodily Injury with Permanent Effects of the Insured Person as a consequence of events defined in these Insurance Terms and Conditions.
- 19) "Temporary Bodily Injury" means Bodily Injury with Temporary Effects of the Insured Person as a consequence of events defined in these Insurance Terms and Conditions.
- 20) "Permanent Effects" means such effects due to which the body organs/functions are damaged so that they are not able to perform their function anymore.
- 21) "Temporary Effects" means such effects due to which the body organs/functions are impaired so that they are not able to perform their function for a limited period of time.
- 22) "Accidental Death" means the death of the Insured Person as a consequence of events defined in Article 22 of the Passenger Indemnity Insurance Terms and Conditions.
- 23) "Europe". For the purposes of this Policy, Europe shall be defined as the countries who participate in the Agreement between the National Insurers' Bureaux of the Member States of the European Economic Area and other Associate States namely: Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark (including the Faro Islands), Estonia, Finland, France (including Monaco), Germany, Greece,

Hungary, Iceland, Ireland, Italy (including Vatican City), Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, Switzerland (including Liechtenstein), United Kingdom (including the Channel Islands, Gibraltar and the Isle of Man).

- 24) "Accessories" parts or accessories applied in or supplied with the vehicle uniformly for every specimen of a particular product line in manufacturing or which have to be kept in the vehicle by statute.
- 25) "Insurer's Representative" means the appointed representative who represents the Insurer in selling and servicing policies.
- 26) "Supplementary Insurance" an insurance contract concluded to contract valid for a basic risk, enabling the use of supplementary services related to the insured event defined within.
- 27) "Total Loss" is a vehicle stolen or written off (damaged to the point that repair would cost more than the insured vehicle is worth).

2. TIME EFFECT

The insurance contract is concluded for an indefinite period of time. The insurance term is one calendar year from the 1st January 20XX to the 31st December 20XX.

3. TERRITORIAL LIMITS

Cover is provided while the motor vehicle is within the geographical territory of Europe (as defined in these Terms and Conditions in Part 1, 23)) as well as Serbia and Montenegro, Bosnia- Herzegovina, Albania, Turkey, or any other territory as agreed in writing by the Insurer during the Period of Insurance.

Own damage cover shall also be provided while the motor vehicle is transported by ferry or rail between any European countries.

4. PROVISIONS OF CONTRACT CONCLUSION

- 4.1 A person can only conclude a contract of insurance if a valid insurable interest in the safe keeping of the vehicle can be established;

- 4.2 An Insurance Contract concluded without sufficient insurable interest is against Hungarian law and therefore shall be rendered null & void retroactively from its date of conclusion;
- 4.3 The insurance contract is concluded by the written agreement between the parties; If the contract is not executed in writing, the Insurer will make out the policy so as to verify insurance cover;
- 4.4 The contract is subject to the driver holding a valid Hungarian driving licence (including temporary traffic licences and temporary registration permits);
- 4.5 The Insurer shall be bound by the offer for a period of fifteen days from the time when it was made, or for sixty days if a health risks assessment is required for the evaluation of the offer;

5. COMMENCEMENT DATE OF RISK BEARING

The start date of risk bearing of the Insurer is as follows:

- 5.1 In the case of new fleet casco contracts, the beginning date of risk bearing is the day following the day of the signing of the insurance offer, or a different date later, as agreed by the parties, indicated on the issue offer;
- 5.2 In the case of supplementary insurance contracts, the beginning date of risk bearing is the day following the day of the signing of the insurance offer, or a different date later, as agreed by the parties, indicated on the issue offer;

6. CONTRACT AMENDMENT

- 6.1 The parties conclude that during the term of insurance, the general insurance terms & conditions, and the insurance premium cannot be modified unilaterally by any party;
- 6.2 If any of the contracting parties initiates a contract amendment regarding the risks, the frequency of payment or deductible, notice is required 30 days before the start of the next insurance term, in case of non-refusal by the other party it will take effect from the 1st Day of the next insurance term;

- 6.3 The Insurer is entitled to change the insurance premium and/or cover having given 30 Days prior notice from the first day of the next insurance term.
- 6.4 The insurance premium may be adjusted if the ratio between premium revenue and loss expenditure changed adversely during the previous term of insurance. The Insurer shall notify the insured in writing on the above amendments at least 60 days before the next insurance term;
- 6.5 The party subject to the premium and/or cover amendments can terminate the contract in writing following notification on the amendment, as of the last day of insurance on a notice of 30 days;
- 6.6 If any changes to the risk occur during the term of insurance that may influence the underwriter's decision to bear the risk the insured is required to report to the Insurer's representative within 15 days from the date of learning about the change. The Insurer may submit a written proposal for the amendment of the contract within 15 days as of receipt of the notice or may terminate the contract on a notice of 30 days in writing if the rules of the Insurer prohibit the acceptance of the risk. If the insured person (contracting person) does not accept the proposal for amendment or fails to reply in writing within 15 days, the contract will terminate on the 30th day following the communication of the proposal for amendment;
- 6.7 The Insurer is required to warn the contracting party about the consequences when a proposal for amendment is submitted.

7. TERMINATION OF THE CONTRACT

7.1 Failure to pay premium

7.1.1 The insurance contract will terminate after the 30th day from inception, if the insured (contracting party) fails to pay the first premium instalment based on the premium payment frequency;

7.1.2 The insurance contract will terminate after the 30th day from the premium due, if the insured (contracting party) fails to pay the premium instalment due based on the premium payment

frequency date and no deferent was granted by the Insurer and the Insurer has not enforced court proceedings;

7.1.3 The insurer can grant a deferent to extend the termination date by further 30 days for use of court proceedings, the Insurer will contact the insured (contracting party) in writing for the outstanding premium due and outlining the circumstances of failure to pay the outstanding premium due. If premium payment remains unsuccessful and if the Insurer did not avail of court proceedings, the contract and the risk bearing shall terminate after the expiry of the 60th day from the due date;

7.1.4 Regarding the risk bearing of the contract that existed until termination of the contract as defined in points 7.1.1, 7.1.2 & 7.1.3, the Insurer is entitled to pro-rata the premium and deduct from any payments made if the Insurer provided a service connected to an insured loss under the general terms and conditions;

7.1.5 Regarding the risk bearing of the contract that existed until termination of the contract as defined in points 7.1.1, 7.1.2 & 7.1.3, the Insurer is entitled to deduct the total premium in arrears due until the end of the Insurance Term in the event of a total loss or total theft under the general terms and conditions;

7.1.6 The collection of premium or deduction of premium claimed pursuant to points 7.1.3 & 7.1.4 shall not restore the effect of the contract that was terminated due to failure to pay premium;

7.1.7 The contract that was terminated due to the failure to pay premium shall not become effective by payment of premium after the contract has been terminated. In order to reinstate to terminated contract the Insured must submit a written request to this effect to the insurer once all overdue premium payments have been paid.

7.1.8 The base of the time-proportionate calculation of premium due to the Insurer pursuant to points outlined above under section 7.1 (failure to pay premium) shall be “yearly premium/365 * time-proportionate number of days insured”;

7.2 Lapse of Interest

Under the title of the ceasing of interest the contract shall be terminated:

7.2.1 On the day of the insured event, if pursuant to Hungarian standard insurance practice in Hungary, the restoration of the damaged (motor) vehicle is not economical or if the insured vehicle is a total theft and not traced;

7.2.2 on the date of change of the ownership rights for the insured (motor) vehicle;

7.2.3 In all cases of ceasing of interest as defined in 7.2.1 and 7.2.2., the Insurer is entitled to the premium of the affected vehicle until the end of the month on which the lapse of interest occurred;

7.2.4 In the event of a total loss or total theft, the Insurer is entitled to the premium of the affected vehicle until the end of the insurance term and can deduct the premium amount due from the settlement amount due to the insured (contracting party);

7.2.5 The Insurer shall return to the insured (contracting party) the time-proportionate premium paid for the remaining term of insurance – within 15 days on receipt of the announcement of the interest ceasing of the insured vehicle;

7.2.6 The base of the time-proportionate calculation of premium due to the Insurer pursuant to points outlined above under section 7 (lapse of interest) shall be “yearly premium/365 * time-proportionate number of days insured”;

7.3 Ordinary Termination of the Insurance Contract

Notwithstanding 7.1 and 7.2, the above cover under the policy may be cancelled by either party in writing under the following terms:

7.3.1 Own Damage at renewal date of cover subject to a minimum of 30 days prior notice of either party;

7.3.2 Guaranteed Auto Protection at renewal date of cover subject to a minimum of 30 days prior notice of either party;

- 7.3.3 Personal Accident by 30 days prior notice by either party;

The Insurer is entitled to payment of premium up to the cancellation date of cover.

7.4 Registration of the Insured Vehicle Abroad

- 7.4.1 The Insurer is entitled to terminate the insurance contract for any vehicle in the fleet when the insured vehicle received a foreign (non-Hungarian) number plate and documents and the Insurer does not provide cross-border services in the country of foreign registration;
- 7.4.2 The Insurer is entitled to the premium until the end of the month of termination. The Insurer will remit any premiums already paid for the periods following that period within 15 days on receipt of the report to terminate;

8. PERIOD OF LIMITATION

Claims arising from the insurance contract shall be forfeit after the expiry of two years from the time of the insurance occurrence.

9. CALCULATION OF DEADLINES

The starting day shall not be calculated into the deadlines defined in this contract.

10. PREMIUM PAYMENT

- 10.1 The Insured (contracting party) shall pay the insurance premium which relates to one calendar year in accordance with the payment frequency agreed (yearly/monthly/quarterly);
- 10.2 The first premium instalment falls due on the inception date, which the insured or policyholder (contracting party) is required to pay within thirty days from that day or within the deadline indicated by the Insurer's invoice, which will not be shorter than 30 days from the due date;
- 10.3 Continuous premiums shall fall due on the first day of the period matching the frequency of

premium payment (yearly/monthly/quarterly). Continuous premiums (instalments of premiums) shall be paid until the 30th day from the due date, or within the deadline indicated on the invoice issued by the Insurer, as defined in the contract;

10.4 The first premium shall mean the entire premium due from the inception date of the risk bearing to the period matching the frequency of premium payment (yearly/monthly/quarterly), in the case of fraction periods it shall mean to pro-rated premium payable for that period. If the fraction period between the inception date of risk bearing and the due date of the next premium is shorter than 30 days, the premium due for the next period shall also be due.

11. POLICY CHANGES

After the conclusion of the insurance contract, the insured party (contracting Party) shall inform the Insurer in writing within 10 working days of any changes in circumstances that could influence the underwriters decision, including: -

11.1 Changes in the name, residential address (registered office), bank account number, tax number of the insured person (contracting party);

11.2 Amalgamation, merger, demerger, transformation or termination for other reason of a contracting party (insured person) that is a legal entity;

11.3 Change in the title of any insured vehicle;

11.4 Officially licensed transformation of any insured vehicle or changes in the configuration of the vehicle affecting the insurance premium;

11.5 Deregistration of any insured vehicle, change of licence, number or chassis number;

11.6 Replacement of door/window locks, ignition switch and supplementary property protection equipment covered by insurance. If any key to the vehicle has been lost, became unfit for proper use, destroyed or if a copy has been made of any key;

11.7 If the method of use of the vehicle has changed in a way affecting the insurance premium (for example, regular rental, operation as taxi);

If the obligation to report all material facts which may influence the underwriters decision to insure the risk is violated, the obligation of the Insurer to provide service will not apply, unless the contracting party (insured person) proves that the Insurer was aware of the withheld or unreported information at the time of the conclusion of the contract, or that such circumstances did not have a role in the occurrence of the insured loss.

The insured (contracting party) is required to report within 10 days if the stolen vehicle, part or accessory is retrieved or not.

Vehicles found in a foreign country may not be transferred home without prior agreement from the Insurer.

If the Insurer claims the retrieved vehicle or parts or accessories thereof, then within 15 days from the demand, the insured (contracting party) has to refund to the Insurer the value of the part or accessory as of the date of return.

12. DATA PROCESSING AND DATA PROTECTION

12.1 The Insurer is entitled to process insurance secrets and personal data of its clients, which are connected to the conclusion, record-keeping of the insurance contract and the fulfilment of services on the basis of the insurance contract. The data processing may only serve the conclusion, amendment, maintenance of the insurance contract, assessment of claims arising from the insurance contract, or other aims defined by law.

12.2 The policyholder, the insured party, the beneficiary, the injured person, or other persons, who are entitled to receive services from the Insurer, shall be regarded as clients of the Insurer for the purpose of data protection and insurance secrets. For the purpose of data protection, persons filing an offer for the conclusion of an insurance contract shall also be regarded as clients.

12.3 Clients data related to personal or financial circumstances, business management or the insurance contract, which are available for the Insurer, re-Insurer, and insurance intermediary, shall be regarded as insurance secret.

12.4 Contracts directly relating to the state of health, if the aim of the data processing expired, or if the client does not approve to such data processing.

12.5 The Insurer is obliged to handle all personal data and data regarded as insurance secret confidentially without time limitation. This obligation applies besides the owners, employees and managers of the Insurer to every person, who had access to such insurance secrets or personal data in the course of its activity in connection with the Insurer.

12.6 Pursuant to the provisions of the law, the insurance secret may only be disclosed to third parties if the client – whose data shall be forwarded - (or its legal representative) grants an exemption by indicating the exact scope of the confidentiality.

12.7 Upon request of the client, the Insurer is obliged to give an insight on the data registered in its records and to post data changes initiated by the client.

12.8 CORIS Nemzetközi Biztosítási Kárrendező és Szolgáltató Kft. (business seat: 1096 Budapest, Haller u. 2.) is contracted as the claims handler of the Insurer. Therefore, CORIS Kft. is involved in the fulfilment of the insurance contract as a data processor on behalf of the Insurer. The data will be processed by the Insurer in Hungary and Ireland (EU).

12.9. The data of the insured persons and all data that shall be regarded as insurance secrets under the Laws of Hungary will only be stored/processed by the Insurer and/or CORIS as long as any claims may arise from the insurance contract.

13. COMPLAINTS

If the Policy Holder or the Insured Person has any complaint on any matter arising in respect of these Insurance Terms and Conditions, the complaint should be submitted in writing to the Insurer at the following address, unless a different address is notified in writing to the Policy holder:

Head of Legal and Compliance
Euro Insurances DAC
Ground Floor, LeasePlan House,
Central Park, Leopardstown
Dublin 18, Ireland
Tel. (353) 1680 4160