

**GENERAL TERMS AND CONDITIONS
OF THE STANDARD
"CASCO" COMPREHENSIVE MOTOR
INSURANCE POLICY (type 252)**

The Allianz Hungária Biztosító Rt. (hereinafter the Underwriter) undertakes to indemnify the policyholder (signatory) - in accordance with the Standard "Casco" motor vehicle insurance policy drawn up between the parties involved - against *damage to and theft of the insured vehicle; its parts and accessories in Hungarian Forints, with the deduction of any voluntary damage excess* agreed upon, according to the following terms and conditions and in the instances specified below. In the case of any legal dispute between the parties involved one shall refer to the terms and conditions of this contract and to the Civil Code, furthermore to any other relevant rules, regulations or laws presently in force.

Validity

1. The insurance policy is valid for an undetermined period of time, the period of insurance being the *insurance year*. The starting date of the insurance year is specified in the insurance proposal and in the policy itself.

TERRITORIAL RESTRICTIONS

2. a) The policy - including the territories specified in point b) below - provides full cover against insurance events occurring in Europe and the territory of Turkey.
b) The validity of the insurance policy *does not provide cover* against insurance events occurring on the territories of the former Soviet Union, with the exception of Estonia, Latvia and Lithuania.

INSURED ASSETS

3. The insurance policy provides insurance cover for a standard-model production-line (motor) vehicle registered in Hungary, for the parts and accessories, of similar standard type, of said (motor) vehicle furthermore, for those legally required accessories serving the designed use of the vehicle and/or which serve the purpose of providing personal safety and/or security (children's car seat(s), 1 tow-ropes (with the exception of vehicles with hydraulic brakes) or 1 tow-bar, 2 wheel-supporting wedges, furthermore for certifiably installed security systems and/or devices) provided that, in the case of parts and accessories, those are at the time of occurrence of the insurance event installed in accordance with their designed use - in the (motor) vehicle, connected to that or locked inside that.

has, without gaining possession of the whole (motor) vehicle, stolen (removed) its insured parts and/or accessories (see Clause 3.) or furthermore has, by the act of unlawful entry or attempted theft, caused damage to the adequately locked (motor) vehicle, its parts or accessories (**Partial Theft Damage**).

The (motor) vehicle cannot be regarded as being adequately locked if any one of its locks are missing or have been damaged in such a way as to make operation of the vehicle possible without the need to use the required keys.

INSURANCE EVENTS

4. The following qualify as insurance events:

- a) damage to the (motor) vehicle, its parts and/or accessories (see Clause 3.) resulting from fire, lightning, explosion, landslide, rock- or mudslide, subsidence of natural or man-made underground cavities or structures, winds and gales with wind-speeds in excess of 15 m/s, storms, floods and other sudden water flows, furthermore hail, avalanche and snow pressure and other Acts of God (hereafter called : **Elemental Damage**).

With regard to the insurance services, **damage** to the (motor) vehicle, its parts and/or accessories (see Clause 3.) **by fire or explosion** caused by the malfunction of the fittings of the (motor) vehicle or by an external fire spreading to the (motor) vehicle, also qualify as *elemental damage*;

- b) theft or robbery of the insured (motor) vehicle, its parts and/or accessories (see Clause 3.); unpermitted removal of the (motor) vehicle (with the exception of the exclusions below), furthermore any damage caused whilst attempting or carrying out the above acts (hereafter called: **Theft Damage**).

With regard to the insurance services, damage to the (motor) vehicle qualifies as *theft damage* in the event that the perpetrator

having unlawfully entered the adequately locked (motor) vehicle, which is fitted with the appropriate security system(s) and/or device(s) according to the proposal and the extras/accessories list which forms an appendix to said proposal, or the adequately locked premises (at least a security lock must be fitted), serving as a storage-place for the vehicle, has *stolen* the insured (motor) vehicle, or has for the purpose of unauthorised or illegal use - with the exception of the illegal or fraudulent use of a (motor) vehicle in his/her possession with the expressed permission of the policyholder *removed* the (motor) vehicle; has by way of *robbery* gained possession of the (motor) vehicle in such a way that the said vehicle has not been recovered or has been recovered in such condition that its repair is not viable (**Total Theft Damage**);

DAMAGE(S) NOT COVERED BY THE INSURANCE POLICY, DAMAGE PREVENTION/REDUCTION OBLIGATION.

A) Damage(s) Not Covered by the Insurance Policy

5. "Casco" comprehensive insurance *does not* indemnify against:

- a) damage(s) to the insured (motor) vehicle, its parts and series (see Clause 3.) which occur(s)
- aa) as a direct or indirect result of war, civil war, strikes, demonstrations and any other civil disorder or act of terrorism,
- ab) during participation in a race or preparation for such,
- ac) as an effect of contact with radioactive materials or products, furthermore as a result of any acts directed towards stopping the dangerous and harmful effects of radioactivity.
- b) *damages arising from fire or explosion* which occur in connection to or as a result of:
- ba) alterations to the (motor) vehicle which have been made without the required permission(s) having been procured,
- bb) such accidental damage to the (motor) vehicle which is *not covered* for liability under the standard "Casco" comprehensive (motor) insurance policy;
- c) damage to the (motor) vehicle'
- ca) *any separately stored* (garage, property, workshop) parts, accessories, furthermore spare parts and/or accessories;
- cb) such parts or accessories which at the time of the claimed damage(s) were *stored* as spares or accessories *within the*

(motor) vehicle but were not installed in the vehicle in accordance with their designed use - with the exception of those, the use of which are designated as being compulsory by law;

d) total theft damage to (motor) vehicles used for legally permitted (professional) renting (or partly for such) if the theft occurred during the period of validity of the rental contract and the vehicle has not been recovered;

e) theft, if any one of the keys to the (motor) vehicle or the vehicle's MOT (ownership documents) was (were) inside the motor vehicle at the time of the theft.

BJ The Policyholder's Obligation to Prevent and Reduce Damage

The undersigning parties hereby agree that the undersigned (policyholder) shall be obliged to prevent and/or reduce any/all damage to the best of his/her ability. In connection with their obligation to prevent and reduce damage the policyholder(s) is(are) obliged to: - immediately change and repair any locks (including ignition, doors, garage doors etc.), the keys to which have got into the hands of unauthorised persons through

loss,
theft, robbery, attempted theft, or acts
of vandalism

furthermore in the case that any/either of the aforementioned locks, for any other reason, come into such condition that they can be operated without requiring the use of the original keys.

always keep in good working condition any or all security system(s) or device(s) registered in the insurance proposal or in the extras/accessories list which forms an appendix to that.

change any damaged windshield or other window(s) if it is the case that, as a result of such damage(s), the (motor) vehicle is no longer adequately protected against unwarranted entry. The policyholder is liable for all costs and expenses connected with the exchange of glass in the (motor) vehicle unless the insurance policy explicitly indemnifies against such damage.

arrange for adequately safe storage for any insured (motor) vehicle which cannot be suitably locked, until such damage is repaired.

In the event of the change of a lock as justified by the above, the Underwriter is liable for 50% of the costs and expenses of such upon presentation of the relevant invoice, exchanged part(s) and the repaired (motor) vehicle.

If the damage to the lock qualifies as an insurance event according to the standard "Casco" insurance policy, then over and above the reimbursement of the costs and expenses of repair according to the policy, the Underwriter is also liable for 50% of the damage prevention costs (in connection with this) as outlined above.

EXCEPTIONS

6. The Underwriter shall not be liable for damage to the insured (motor) vehicle, its parts and/or accessories if proof is provided that the aforementioned damage was caused illegally, purposefully or through gross negligence by

the insured individual (policyholder) or household-sharing relative of such; or
the insured entrepreneur or legally responsible director of any company or commercial enterprise in whose name the (motor) vehicle is registered, or any employee (partner or representative) of any of the above whose work involves operating (motor) vehicles.

The above directions are also to be followed in the case of failure to comply with the obligations to prevent and reduce damage on the part of the policyholder as described in Clause S.B). Failure to comply with the requirements listed in Clause S.B) The policyholder's obligation to prevent and reduce damage, qualifies as gross negligence with regard to the obligation towards damage prevention, furthermore if failure to comply with valid fire-warning regulations may be proven to have directly or indirectly caused the fire or explosion to which the insurance claim is connected, this may also provide grounds for the Underwriter to gain exemption from liability.

THE SIGNING OF THE CONTRACT, LIABILITY

A) Regulations Regarding the Signing of the Contract

a) A "Casco" Comprehensive (motor) insurance policy may only be signed by a person(s) with an interest in the protection of the insured vehicle or by someone appointing such a person as beneficiary to the insurance policy in question. An insurance contract signed in the absence of any insurance interest is illegal and therefore deemed from the time of signing to be invalid.

The insurance policy may not be transferred to another individual or company.

~) The policy becomes valid by the parties signing an agreement in writing to that effect. The policy becomes valid within at least 15 days of the insurance proposal being received by the Underwriter's agent (representative), backdated to the time of signature, even if the Underwriter has not replied within this 15-day legal deadline and the policy(bond) itself is only completed after this time.

If the Underwriter, within the above 15-day deadline, declines the proposal (in writing) then the contract does not come about and so the Underwriter is not liable to indemnify the policyholder (signatory) against any damage(s), to the (motor) vehicle (its parts and/or accessories) proposed for insurance, which may have occurred prior to that time. The Underwriter is obliged to refund the paid (first) premium (premium instalment) to the proposer within 15 days of its being received from the Underwriter's agent or representative which evaluated the proposal in question.

B) The Commencement of Cover/Liability

d) The liability of the Underwriter

da) shall begin at 0 hours on the day following that on which the agent of the Underwriter provides receipt of payment in full in cash of the first year's insurance premium or the first instalment of such according to the agreement;

db) immediately from the time (given by year, month, day, hour and minute) of signing of the proposal, providing that it has been recorded in writing on the proposal that the Underwriter has granted a postponement for payment of the first instalment of the insurance premium by cheque, or that the Insurance Company - on the basis of a pay order - has the right to draw such fees directly from the policyholder's bank account;

provided in either case, that the contract has come about (see Clause 7.b) above).

The parties may agree, in writing, to any other starting date for liability and cover if they so wish.

The precise time at which liability and insurance cover begin is registered on both the proposal and the insurance policy itself.

PAYMENT OF THE INSURANCE PREMIUM

8. a) The "Casco" comprehensive motor vehicle insurance premium applies to one insurance year (insurance period) which, in accordance with the agreement reached between the parties, may be paid in one sum, or in six-monthly, quarterly or monthly instalments (premium payment frequency). The insurance premium - including the case of payment by instalments - must be paid relative to the whole insurance year, with the exception of those cases where cancellation of the insurance policy requires payment of the insurance premium to the Underwriter inclusive only of the month of cancellation, on a pro rata basis.

b) The insurance premium determined in the case of yearly payments corresponds to the yearly standard rate. It is relative to this that the Underwriter determines surcharges in the case of the insurance policy being drawn up with an agreement regarding six-monthly, quarterly or monthly payment of the insurance premium, by instalments, on the part of the policyholder.

c) The first yearly, six-monthly, quarterly or, in the case of monthly instalments, two months' premium (premium instalment) must be paid to the Underwriter from the time of coming about of the contract with reference to the start of the Underwriter's liability cover (see Clause 7.d), which fee must be paid

ca) at the time of signing of the proposal, if paid in cash (see Clause 7.d,da).);

cb) within not later than 30 days after the first day of the insurance year to the Underwriter's account by way of the cheque(s) provided, in the case of payment postponement (see Clause 7.d,db).);

d) The itinerary for continuous payment of the insurance premium (instalments) is as follows:

- yearly (paid in one sum) fees on the first day of each consecutive insurance year;
- six-monthly and quarterly instalments on the first day of each consecutive six-month or quarterly period, respectively;
- monthly instalments on the first day of each consecutive month.
- Inception of the insurance period (insurance year):

The inception date of the insurance year (insurance anniversary) is the first day after month, in which the risk assumption began, provided that the risk assumption does not fall onto the first day of the month. If the day of the risk assumption is on the first day of the month, then it is at the same time also the inception date of the insurance period.

These dates are registered on the insurance proposal and in the insurance policy itself.

The insurance premium (instalments) must be paid to the Underwriters account not later than 30 days after each specified payment date.

THE POLICYHOLDER'S OBLIGATION TO REPORT RELEVANT CHANGES PERTAINING TO THE INSURANCE POLICY

9. The policyholder (signatory) is obliged to report to the Underwriter through the agent handling the insurance policy, in writing within 15 days, any of the following changes which may occur after the signing of the agreement:

change(s) in the name of the policyholder (signatory) not affecting the ownership of the insured vehicle,

change(s) in address (home or business),

change(s) to the number plate, engine number and/or structure of the (motor) vehicle,

change(s) in the ownership of the (motor) vehicle (including presentation of copies of the bill of sale, contract of donation etc. or, in the case of the death of the owner, the deed of inheritance or similar),

if the policyholder (signatory) is a business enterprise, any amalgamation, merger, division, transformation or liquidation for any reason,

the (motor) vehicle being taken off the road,

depositing of the (motor) vehicle for the purpose of full exchange within the auspices of a valid purchase guarantee.

The policyholder (signatory) is required to report in writing, within 8 days of occurrence, any one of the following:

- changing of the ignition or door lock(s),
- the loss, destruction of, or irreparable damage to any one of the keys registered in the insurance proposal,
- the making of duplicates of any one of the keys registered in the insurance proposal,

change(s) in the mode of use of the (motor) vehicle (e.g. rental),

if the (motor) vehicle has been confiscated by a third party as security for any legal or financial claim.

-change in the supplementary property protection device

Failure to comply with the requirements concerning the reporting of changes may result in the exemption from liability of the Underwriter, except if the policyholder (signatory) can prove that the said circumstance(s) was/were known to the Underwriter at the time of signing of the agreement or that the said circumstance(s) played no part in the occurrence of the insurance event in relation to which the claim is made.

INSURANCE SERVICES, VOLUNTARY DAMAGES EXCESS

A) Services

10. a.) The Underwriter shall indemnify the policyholder against damage to, destruction or theft of the insured (motor) vehicle, its parts and accessories (see Clause 3.), taking into account their value at the time of the said damages taking place during the course of an insurance event, according to the following:

aa) The basis for calculation of the value at the time of the damage(s) taking place (hereafter called "*pointofdamage value* ") is the market value list relative to the day of occurrence of the insurance event, according to the Hungarian Eurotax catalogue (hereafter called "catalogue value").

In the absence of a market value list, the catalogue value of the insured (motor) vehicle must be decided taking into account the ratio of new and used price of the listed model bearing the closest similarities to the insured vehicle with regard to technical specifications. In the absence of comparable Hungarian data the value ratio must be determined on the basis of the German Eurotax catalogue.

The Underwriter shall determine the value at point of damage of the (motor) vehicle, taking into account any factors which may reduce or enhance the catalogue value which, however, may not exceed 115% of the catalogue value.

Indemnification of the policyholder on the basis of the value of the (motor) vehicle at point of damage, shall only be justified if:

the stolen (motor) vehicle has not been recovered,

the expected repair costs of the damaged (motor) vehicle (which according to the policy are indemnifiable) exceed 80% of the point of damage value. If the expected repair costs remain below 80% of the point of damage value, then the Underwriter shall pay the costs and expenses of repair.

ab) The point of damage value of a stolen or irreparable part or accessory is regarded as being the list price, quoted by the leading product representative (distributor) or, in the absence of such, the maker of the product in question, less the price rise caused by inflation relative to the age of the insured part or accessory.

ac) The Underwriter shall indemnify the policyholder against the labour costs of repair, taking into account the average Hungarian labour prices.

b) If the insurance policy - with the exception of those vehicles listed in point c)-has been signed regarding a motor car, bus or camping vehicle (caravan or mobile home), and the insurance event occurs within six years of the start of the (motor) vehicle's on-the-road life (if this is not known then the year of production applies), then the Underwriter shall refund the costs and expenses of :

the damaged battery, tyre(s), wearing parts, furthermore the parts of the exhaust system (e.g. exhaust pipe(s), drum(s), catalytic converter(s) etc. and the suspension system(s) of these), taking into account the drop in their value due to wear and tear on a pro rata basis;

the electroacoustic equipment and its accessories (e.g. radio, speakers etc.) at their point of damage value;

the (motor) vehicle's full (external, or external and internal) bodywork repair (painting) costs taking into account wear and tear;

all remaining parts and accessories (provided that they were undamaged prior to the occurrence of the insurance event) at their market value without deductions.

If the insurance policy pertains to any commercially used (passenger transport and/or rental) motor car, bus, camping vehicle or (irrespective of mode of use) four-wheel-drive vehicle, fur-

thermore any other type of (motor) vehicle used for the abovementioned purpose, such that the insurance event occurs within **four** years of the beginning of the vehicle's on-the-road life (if unknown then the production date), then the Underwriter shall similarly act according to Clause 10.b.), above.

d) After six or four years (see Clause 10.b) and I O.c), respectively from the beginning of the vehicle's on-the-road life, the Underwriter shall, when reimbursing the costs and expenses of the exchange and repair of any and all damaged parts and accessories, take into account the decrease in their value due to wear and tear.

e) If the damaged part or accessory is repairable but, during the course of repairs, is exchanged for a new item, then the Underwriter shall not be liable for the extra charge(s) arising in connection with this.

Any refund made by the Underwriter shall be reduced by the value (at market price) of any remains (wreckage, used parts etc.) which may be in the possession of the policyholder. The Underwriter shall not be obliged to accept any such remains.

g) The Underwriter shall refund the once-only (justified) expenses of transporting the damaged (motor) vehicle for the purposes of car-rescue or repair.

h) The Underwriter shall not be liable for:

depreciation(s) in the value of the (motor) vehicle, costs and expenses pertaining to any MOT test required following the repair of the (motor) vehicle,

any additional financial loss(es) due to the (motor) vehicle not being used (lost profit etc.),

the costs and expenses of the temporary substitution of the damaged (motor) vehicle, furthermore the costs and expenses of procuring a permanent, substitute, (motor) vehicle in the case of the insured vehicle being stolen or damaged to such a degree that its repair is unviable, fuels, oils, fuel additives, lubricants and/or similar substances, the VAT included in the costs and expenses of the (motor) vehicle, its parts and accessories, furthermore the required services (rescue, repair), if the policyholder is permitted to deduct that from his/her income-tax,

the part included in the point of damage value of the stolen or irreparable (unviablely repairable) (motor) vehicle which corresponds to the value of any tax or customs duties which, in the case of ownership by a foreign party, the policyholder may legally not have been required to pay,

any extra costs related to the private purchase and transport (freight) expenses of parts and/or accessories from abroad.

B) Voluntary Damage Excess

- i) In the case of indemnification by the Underwriter against damage to the (motor) vehicle, its parts and/or accessories, then the policyholder shall (for each separate claim) him/herself bear the costs and expenses of any damages calculated, and determined according to Clause 10.a)-h), up to and including the sum agreed upon and recorded in the insurance policy as being the voluntary damage excess.

OBLIGATION OF THE POLICYHOLDER FOLLOWING AN INSURANCE EVENT, THE UNDERWRITERS RIGHT OF INSPECTION

A) Obligations of the Policyholder

- 1. a.) The insurance event must be reported, within two working days from its taking place to the insurance claims office relative to the policyholder's place of abode (business address) or the locality where the insurance event took place. Any fire and/or explosion damage, or theft damage, must be immediately reported to the competent fire and/or police authority respectively.

Any decision brought subsequent to a criminal investigation does not in itself prove the insurance event to have taken place and for this reason, if required, the relative reports and other information(s) must be made available to the Underwriter for inspection.

The Underwriter shall not be liable if the policyholder does not conform to the above requirements, furthermore if any relevant material facts, data or circumstances are withheld, distorted or falsified in such a way that may lead to any important circumstance(s) becoming unascertainable.

- b. When making an insurance claim, the following documents must be presented to the Underwriter:

the "Casco" insurance policy and a copy of the last premium (instalment) payment,

in the case of a legal (traffic) offence or criminal proceedings, a copy of the legally binding judgement or sentence,

in the case of *elemental, fire or explosion damage*, the MOT (ownership papers) of the (motor) vehicle, furthermore, if fire or explosion damage has occurred, the legal opinion of the Fire Regulations Office,

in the case of *theft damage*, copies of the report to the police, the order closing the investigation, the MOT (ownership papers) of the car or its certified copy issued by the relevant police authorities and the order cancelling the number plate,

any other documents, certificates, verifications or written proof which may be required in order to determine all of the relevant circumstances in relation to the insurance event and furthermore calculate the degree of liability of, and the scale of indemnity obligation by, the Underwriter.

- c) In the case of total (full) theft damage, the policyholder (signature) is required, at the time of making the insurance claim, to hand over the number and type(s) of keys recorded on the proposal and/or claims report form, together with any implements required to engage the security system(s) and/or device(s) listed on the insurance proposal or the extras/accessories list which forms an appendix to that.

- d) The policyholder is required until the time of damage appraisal, but prior to at least **five days** from the time of making the insurance claim, to keep the damaged (motor) vehicle in unchanged condition-except for any small changes which may be necessary to reduce further damage, if required; furthermore to reduce the damage to the best of his/her ability and to conform to the Underwriter's requirements regarding the reduction of damage until the start of repairs.

B) The Underwriter's Right to Inspection

- e) The Underwriter shall have the right to inspect the damaged (motor) vehicle and, if required, hold an additional inspection furthermore, to write a damage-appraisal report regarding the damage.

The Underwriter shall have the right to inspect the functioning of the locks, furthermore any security systems or devices fitted and listed in the proposal or the extras/accessories list which forms an appendix to that.

FULFILLMENT OF INSURANCE SERVICES

- 12. a) The Underwriter-with the exception of the cases described in

points b.) and c.) below- shall fulfil its obligations (provide its service) within 15 days of receiving the insurance claim.

- b) If the policyholder is required to produce any official papers in order to facilitate judgement of the insurance claim, then the 15-day deadline shall be calculated from the day of receiving the last required document.

In the case of total (full) (motor) vehicle theft (unless the vehicle has in the meantime been recovered) payment of the insurance claim shall occur no earlier than the 60th day after the date of the police report, provided that until that time the order pertaining to the closing of the police investigation(s) has been received by the Underwriter. In this case the 15-day fulfillment deadline shall be calculated starting from this 60th day stated above.

If the police investigation is still in progress, then the policyholder, after the abovementioned 60-day period, may demand the payment of a deposit of up to 80% of the expected claim value, from the Underwriter.

If the stolen (motor) vehicle, part or accessory has been recovered subsequent to indemnification by the Underwriter of the claim or the payment of a deposit, then the policyholder (signatory) is required to report this fact to the Underwriter within 15 days and at the same time to state whether he/she wishes to keep the recovered article or not.

If the policyholder wishes to keep the recovered (motor) vehicle, its parts or accessories, then he/she is required to repay the Underwriter the sum of the insurance paid in connection with the theft, or that sum reduced by the value of actual damage to the insured assets.

CHANGES TO THE CONTRACT (POLICY)

13. a) The parties agree that the general insurance terms, and with this the contents of the insurance policy, the fee category assigned to the insured (motor) vehicle and the sum of the yearly insurance premium valid under this insurance policy, may be changed *from the first day of the next insurance year*:
- b) The Underwriter is required to inform the policyholder in writing of any such changes as above before at least 60 days prior to the start of the next insurance year. The Underwriter must at the same time give warning to the policyholder (signatory) of the consequences described in point c.) below. In the ab-

sence of such a warning the insurance policy remains valid with the original contents.

- c) If the policyholder does not accept the aforementioned changes to the contract then he/she may, after receiving formal notice of these changes, terminate the policy in writing (see Clause 16.) before the last day of the insurance year, giving at least 30 days' notice. If the policyholder (signatory) does not choose to terminate the policy as above, then the insurance policy shall remain valid with the inclusion of any or all of the changes proposed by the Underwriter.

TERMINATION OF THE CONTRACT

A) Non-Payment of the Premium

14. a) After the passing of **30 days** from the start of the insurance year (see Clause 8.d.) the contract, and with that the liability of the Underwriter up to the end of this (respiro) period, shall cease to be valid if the policyholder (signatory) has not paid up until this time paid to the account of the Underwriter the sum of the **first premium** in accordance with the frequency of premium payment. In case of a deferred premium payment the contract will be cancelled 30 days after the date fixed, due to non-payment of the premium.
- b) In the case of **continuous** premium payment (instalments) the contract, and the liability of the Underwriter, shall cease after **30 days** from the day on which the payment was due, provided that the policyholder has not until that time paid his/her premium in arrears, has not been granted postponement of payment, and payment of the fees has not been forced by the Underwriter by way of legal action.
- c) The Underwriter may postpone the termination of the policy and the deadline for the required use of legal action by a **further 30 days** if he has informed the policyholder in writing of these circumstances, and requested payment of the **unpaid premium instalment**, within **30 days** of the originally agreed payment deadline. If the request for payment has remained unanswered and the Underwriter has decided not to proceed with legal action, then the insurance policy shall terminate after **60 days** following the originally agreed deadline for payment of the unpaid insurance premium (premium instalment).
- d) The instructions described in points a.) to c.) must also be followed accordingly if *the first (postponed) or subsequent (continuous) premium instalment could not be drawn from the policyholders bank account through the fault of the policyholder (e.g. no credit) and has thus remained unpaid.*

- e) With regard to the liability of the Underwriter during the period prior to termination of the contract according to points a.-c.) above, the Underwriter shall be entitled to the pro rata *first premium or continuous premium of one month*.
- f) If the Underwriter provides a service with regard to any damage(s) which occur(s) during the above resipro period but which is *reported only after termination of the contract* according to points a.) to c.) above, then the Underwriter is entitled to deduct from the paid amount the sum of the whole: year's insurance premium arrears.
- g) The collection of arrears according to point e.) or the deduction from the indemnification paid according to point f) do not reinstate the validity of the insurance contract cancelled through nonpayment of the insurance premium.
- h) The validity of any insurance policy terminated through nonpayment of the insurance premium may furthermore not be reinstated by subsequent payment of the omitted fee(s) due. Any insurance premium (instalment) paid to the Underwriter after the date of termination of the contract must be repaid -, with the exception of the pro-rata *first premium or continuous premium of one month*.to which the Underwriter is entitled - to the former policyholder (signatory) within 15 days of it having been received by the agent (representative) handling the policy.
- i) The basis for determination of the pro rata premium instalments to which the Underwriter is entitled according to points e.), f) and h.) above, is the *1/360th part of the yearly insurance premium according to the insurance policy*.

B) Lapse of Common Interest

15. The contract shall terminate through lapse of common interest:
- a) on the day of the insurance event taking place, if the repair of the so damaged (motor) vehicle is not viable or if it has been destroyed, or stolen and unrecovered.
 - b) on the day of any change(s) in the ownership of the (motor) vehicle - except if the legal successor of the deceased policy-, holder (signatory) declares in writing that they wish the policy to remain valid in their own name.
 - c) on the day on which the occurrence of a "Casco" insurance event (damage(s)) becomes impossible (e.g. if the (motor)

vehicle is returned for exchange according to a valid exchange warranty).

In the case of point a.) the Underwriter - for services rendered - shall be entitled to the full insurance premium until the end of the insurance year; the pro rata unpaid fees may be deducted from the sum of the paid claim.

In the case of points b.) and c.) the Underwriter shall be entitled to the pro rata insurance premium only until the end of the month in question; any fees paid in advance above and beyond the premium to which the Underwriter is entitled, shall be returned to the former policyholder (signatory), or his/her legal successor, within 15 days of receiving notice of the lapse of interest.

The basis of the pro rata insurance premium instalments to which the Underwriter or policyholder is entitled as above, is the 1/360th part of the yearly insurance premium as agreed in the insurance policy.

C) Cancellation of the Insurance Policy

16. This insurance policy, which is valid for an indefinite period of time, may be cancelled in writing by either party before the last day of the insurance year and at least 30 days prior to that.

After cancellation, the agreement- and with it the liability of the Underwriter - shall terminate after the last day of the insurance year; the Underwriter shall be entitled to the insurance premium until the end of the insurance year.

SUPERANNUATION

Any claims arising from the insurance policy with regard to any insurance event (damage(s)) shall become superannuated after a period of **2 years** from the damage occurring.

CALCULATION OF DEADLINES

8. In the case of all deadlines mentioned in this contract which are given in days, the starting day should not be included.

THE UNDERWRITER'S RIGHT TO RECLAIM

19. If the Underwriter has, according to this contract, provided a service, then the Underwriter shall bear any and all rights that

the policyholder may have been entitled to, in connection with the damage(s), against the person(s) responsible for said damages except when they are:

relatives living in one household with the insured individual (signatory),
the owner, manager or employee (partner, representative) of the insured company or other business venture (hereafter called: the employer), whose work involves operating (motor) vehicles.

If the (motor) vehicle was used or possessed with the expressed permission of the policyholder (signatory), then the Underwriter shall enforce its right to reclaim against:

- a) the user, renter or other employee of the insured employer not mentioned above only, if said individual has caused the claimed damage to the (motor) vehicle, its parts and/or accessories illegally and with intent or with behavior corresponding to Clause 6. of this agreement, has acted in a grossly negligent manner.
- b) any third party, responsible for the occurrence of damages, who has been entrusted with the responsibility of repairing, servicing or doing other work related to the (motor) vehicle in question.

OTHER INSTRUCTIONS

A) Supplementary Insurance Policies

20. The following insurance policies may-after payment of a separate fee - be signed at any time either separately or in conjunction with the Standard "Casco" (motor) vehicle insurance policy:

Supplementary

- (Motor) Vehicle Accidental Damage Insurance
- (Motor) Vehicle Window Insurance
- (Motor) Vehicle Extras/Accessories Insurance and/or
- HB Euro claims and legal protection insurance
- Insurance for leased vehicles
- Personal Accident Insurance (only in conjunction with a standard

BJ Special Terms and Conditions in Case of Travel Abroad

21. Before travelling abroad with the insured (motor) vehicle, one should ask the insurance company to provide documents verifying the validity of the standard and other supplementary insurance policies, a foreign information sheet and a list of foreign insurance companies (affiliates).

Any insurance event(s) occurring abroad and which are covered by the Underwriter, should only be reported to the foreign insurance company if the need for urgent help (rescue services, etc.) arises in connection with the insurance event.

The theft or robbery of the (motor) vehicle, its parts and/or accessories (see Clause 3.) or separately insured extras/accessories, should be reported to the foreign police authorities, and the documents (police report) proving this should be presented to the Underwriter upon arrival at home. If the (motor) vehicle has not been recovered then the damage(s) should be reported, immediately upon arrival at home, to the police authority relevant to the policyholder's (signatory's) place of abode (business address); the documents verifying this should also be presented to the Underwriter.

The foreign insurance company shall, without the deduction of any voluntary damage excess and within the boundaries of providing urgent help, pay the costs and expenses of the emergency repair of any (motor) vehicle rendered immobile during the course of an insurance event or - according to the decision made by Allianz Hungária Biztosító RT. - make arrangements for its shipment home. The foreign insurance company shall not be requested to provide any further service(s). The damaged (motor) vehicle shall not be left permanently in any foreign country without the prior permission of Allianz Hungária Biztosító RT. The final repair and/or reconstruction of the (motor) vehicle shall only take place in Hungary.

Any voluntary damage excess applicable according to the standard and/or supplementary insurance policy(s) shall be deducted by the Underwriter at the time of payment of the final repair costs and expenses. If the converted costs and expenses of the emergency repairs and/or possible shipment home combined with the costs and expenses, in Hungarian Forints, of the final repair work, do not reach the sum of the agreed voluntary damage excess; then the full expense of the foreign emergency assistance must be repaid to Allianz Hungária Biztosító RT., within 15 days of receiving the request regarding that.

II. Terms and Conditions of the Supplementary (Motor) Vehicle Accidental Damage Insurance Policy (for standard "Casco" insurance, type 252)

The Allianz Hungária Biztosító RT. (hereinafter the Underwriter) shall undertake to indemnify the policyholder in accordance with the supplementary accidental damage policy drawn up between the parties - against any *accidental damage* to the (motor) vehicle, its parts and accessories, which are covered under a standard "Casco" insurance policy, occurring in connection with any insurance event as described in Clause I., with the *deduction of any relevant voluntary damage incurred upon*.

In the case of any legal dispute between the parties involved, one should refer to the terms and conditions of this contract, furthermore to the terms and conditions of the standard contract *in unison and according to their meaning*, except in the case of contradictory or disqualifying regulations being included in this supplementary policy.

INSURANCE EVENTS

Under the terms and conditions of the supplementary accidental damage insurance policy, any material (physical) damage caused to the insured (motor) vehicle, its parts and accessories (see Clause 3. of the standard contract), by any external, suddenly acting force of an accidental nature or by a third party (hereafter called *accidental damage*), shall qualify as an insurance event.

According to this contract a "third party" shall be regarded as that external entity by whose caused damage the Underwriter does not gain exemption from liability.

DAMAGES AND INSURANCE EVENTS NOT BY THIS POLICY

2. This supplementary insurance policy *does not provide cover* against:

a) *those accidental damages* occurring to the insured (motor) vehicle, its parts and/or accessories, which occur as a result of

aa) occurrences of a *non-accidental* nature (e.g. technical/mechanical faults, loss of parts, metal fatigue, freezing of the cooling system, damage to the windscreen caused by the windscreen wipers, etc.) or

ab) the *exclusions* listed in Clause 5. (not the standard policy including point b/bb.).

- b) accidental damage to the (motor) vehicle, its parts and/or accessories occurring during the course of driving on a public highway, if the (motor) vehicle - in the absence of the required permissions (numberplate etc.) or right of thoroughfare, or due to an invalid MOT (technical documents) - could not have taken part in traffic on a public highway, or if the road traffic accident took place outside the legal boundaries of the abovementioned permissions;
- c) accidental damage to specially constructed vehicles (e.g. crane, ladder, fork-lift, dumper; furthermore street cleaning and snowplough, etc.), their parts and/or accessories caused during the course of work involving said vehicles, furthermore during the course of their preparation for use.

EXCEPTIONS

3. The Underwriter shall not be liable for the indemnification of *waccidental damage(s)* caused to the insured (motor) vehicle, its parts and/or accessories if the Underwriter can prove that the said damage was caused illegally, with intent or through gross negligence by any person(s) as listed in Clause 6. of the standard policy.

According to this supplementary insurance policy the *accidental damage* shall qualify as having been caused by the abovementioned person(s) through gross negligence, if

- a) the (motor) vehicle was being driven by someone (either personally or with the permission of the individual at fault) not owning a valid driving licence,
- b) the motor vehicle was driven under the influence of such medicaments which may seriously affect one's ability to drive, or having a blood alcohol level higher than 0,8 promille or breath alcohol level of 0,5mg/litre;
- c) drug is traceable in the organism of the driver
- d) the (motor) vehicle was overloaded or its operation or towing was undertaken in an unprofessional manner;
- e) the aforementioned damage was caused to a camping vehicle (caravan or mobile home) through its unnatural use (e.g. freight transport despite its designated use);
- f) the aforementioned damage has come about - regardless of the validity of the (motor) vehicle's MOT - as a result of the very bad condition of the vehicle's road safety system(s) and/or device(s).

4. Under the terms of this supplementary accidental damage insurance policy, driving without a valid driving licence **shall not** be regarded by the Underwriter as being grounds for exemption from liability, if

the individual policyholder (signatory) or his/her insured relative, furthermore the person driving the motor vehicle used for driving instruction or the taking of a driving test, did not hold a valid driving licence, but the *accidental damage* occurred during preparation for the acquisition of such (test), **if** driving of the *motor vehicle* (the driving test) occurred in the presence of an endorsed instructor (examiner);

- b) the *motor vehicle* was being driven with a licence that had become invalid due to a missed medical examination, if that has been extended, *with unchanged conditions*, within 30 days of the damage occurring. In the case of justified incapacitation (e.g. personal accident, hospital treatment etc.) this 30 day deadline shall be calculated from the termination of the impediment.

THE POLICYHOLDER'S OBLIGATION TO REPORT RELEVANT CHANGES PERTAINING TO THE INSURANCE CONTRACT

5. If the insured (signing) individual or company, after the start of validity of this supplementary accident insurance policy

begins any (motor) vehicle renting or transport (freight or passenger) activities - which carry a compulsory accidental damage insurance surcharge-using the insured (motor) vehicle, or

- b) verifiably ceases the above activity or, in the case of haulage, has changed the legal basis of that business activity (e.g. full- or part-time, contractor or limited company, etc.),

then, above and beyond those changes listed in Clause 9. of the standard policy, these too must be reported to the Underwriter within 15 days.

INSURANCE SERVICES

6. a) In the case of *accidental damage* to the (motor) vehicle, its parts and/or accessories, the Underwriter shall indemnify the policyholder (signatory) in accordance with Clause 10. a-h) and Clause 12. a-b) of the standard insurance policy.

- b) If the policyholder, who, according to Clauses 10.a/ab. and S.a) below, is obliged to pay a compulsory accidental damage insurance surcharge, has not paid that, then in the case of *accidental damage* to the (motor) vehicle, its parts and/or accessories, which is used for any commercial use (rental, passen-

ger or freight transport), the Underwriter shall indemnify the policyholder proportionally according to how the actually paid accidental damage insurance premium relates to the full required fee due (which includes the unpaid surcharge as above).

OBLIGATIONS OF THE POLICYHOLDER AFTER THE OCCURRENCE OF AN INSURANCE EVENT

7. In the case of accidental damage to the insured (motor) vehicle, its parts and/or accessories - above and beyond that stated in Clause 11. of the standard policy - the policy holder shall also be obliged to present the driving licence of the individual driving the motor vehicle (towing (motor) vehicle) when making an insurance claim.

VOLUNTARY DAMAGE EXCESS

8. a) If the Underwriter provides a service with relation to the occurrence of accidental damage to the insured (motor) vehicle, its parts and/or accessories (with the exclusion of the windscreen and windows), then the policyholder shall him/herself bear the costs and expenses of the damage(s) assessed according to Clause 6. above - *separately for each insurance event as a voluntary damage excess* - up to the percentage agreed upon and registered in the insurance policy (proposal), but at least up to and inclusive of the basic sum of damage excess as registered in the supplementary accidental damage insurance policy (proposal).

- b) In the case of damage to the windows of the (motor) vehicle, with or without simultaneous damage to the (motor) vehicle itself, the level of the voluntary damage excess shall, *separately in the case of each individual accident*, be equal to the percentage agreed upon and registered in the policy.

BONUSES

9. a) Beginning from the *first day of validity of the supplementary accidental damage policy* [see Clause 8.c/cc) of the standard policy or, in the case of the policy being subsequently and separately signed, Clause 10.b/bd) below], the policyholder shall be entitled to the following premium refunds (no claims bonus) if, on the basis of the *supplementary accidental damage policy*; he/she has not taken advantage of any services:
- after the first two years, one month's pro rata insurance premium;
 - after the third and fourth years, two months' fee/year;
 - after the fifth and sixth years, three months' fee/year;
 - after the seventh and eighth years, four months' fee/year;
 - after the ninth and tenth years, five months' fee/year;

after the eleventh year and subsequently, six months' fee/year.

The basis for calculation of the pro rata monthly no claims bonus is the 1/12th part of the **yearly insurance premium**, respective of the method of payment (instalments) chosen by the policyholder, at the time of qualification for the discount in question.

The Underwriter is required to repay the aforementioned fees to the policyholder before the end of the month following that in which the policyholder has qualified for the no claims bonus in question.

- b) If the policyholder takes advantages of the Underwriter's services (makes an insurance claim), then the period under which the policyholder was entitled to a no claims bonus shall cease to be calculated from the date of the insurance event on the basis of which the insurance claim is made, and shall recommence on the *first day of the next insurance year*. (Any claims made on the basis of the supplementary extras/accessories or personal accident policies shall not effect the claim-free period on the basis of which the no claims bonus is calculated.)
- c) If the supplementary accidental damage policy has terminated through lapse of interest or cancellation, then the period on the basis of which the policyholder qualifies for a no claims bonus shall continue to be calculated without deductions if, within a period of six months from the termination of the contract, the policyholder (signatory) signs a new standard "Casco" insurance policy with supplementary accidental damage insurance or, in conjunction with a standard policy which has remained valid during this period (see Clause 10. g), signs a new supplementary accidental damage insurance contract. Those full months, however, shall not be included in the qualifying period, for which the pro rata insurance premium has not been paid during the period from the cancellation of the old policy up to the time of signing of the new policy.
- d) Allianz Hungária Biztosító RT. (the Underwriter) shall accept the verified no claims bonus period (in units of one full year) of the policyholder, pertaining to any other insurance policy drawn up by any other national or foreign insurance company that has been terminated no earlier than six months prior to signing this contract, and shall add those years to the continuous period calculated on the basis of this accidental damage policy, and on the basis of which the policyholder qualifies for a no claims bonus. Reimbursement of the no claims bonus shall be effected no earlier than the first day of the next insurance year, irrespective of the date of the verification provided by the previous insurer if, up until that period, no disqualifying insurance event (damage) has occurred.

In this case the regulations described in Clause 9.), points a- c), above, shall be referred to.

- e) The regulations described in points c-ti) shall not apply, if the previous insurance policy (which included accidental damage cover), was terminated through *non payment of the insurance premium or lapse of interest due to accidental damage*.

THE CONNECTION BETWEEN THE STANDARD AND SUPPLEMENTARY INSURANCE POLICIES

10. a) The supplementary accidental damage insurance policy may be signed at any time either parallel to or in conjunction with the standard insurance policy, after payment of a separate charge and after having presented the (motor) vehicle to the Underwriter for inspection.
- aa) In the case of the policyholder choosing to pay the basic insurance premium, according to the standard policy, in six-monthly, quarterly or monthly instalments, the Underwriter shall determine the premium of this supplementary accidental damage policy with a similar *surcharge*.
- ab) If the policyholder (signatory) is involved with transport (freight or passenger) or provides a rental service using the insured (motor) vehicle, then the accidental damage insurance damage premium shall include a further *surcharge, calculated on the basis of the yearly fee including the consideration of the chosen frequency of premium payment (instalments)*.
- b) If the policyholder (signatory) has signed the supplementary accidental insurance policy subsequent to the standard policy becoming valid, then
- ba) Clauses 7.b-c), 8.c) and 14.a) of the standard insurance policy shall not be valid;
- bb) the period from the start of validity of that [according to point bd) below] to the *beginning of the next insurance year*, according to the standard policy, shall be called the **fractional** insurance year (except if the start of the accidental damage policy coincides with the first day of the original insurance year), and subsequent to this the insurance period shall be **one** insurance year;
- bc) from the signing of that the liability of the Underwriter (given by year, day, month, hour and minute) shall begin immediately;

bd) the insurance premium relative to the supplementary policy must be paid at the time of signing of the new agreement in accordance with the premium payment frequency as from the inception date of the breakage insurance

be) the **continuously** paid (instalments) insurance premium (yearly, six-monthly, quarterly or monthly) shall be paid similarly to the premium of the standard insurance policy, and together with those.

c) The policyholder (signatory) may, prior to at least 30 days before the end of any insurance year, choose to raise or lower the agreed level of voluntary damage access according to the supplementary accidental damage policy, starting from 0 hours on the first day of the subsequent insurance year. The insurance premium (yearly, six-monthly, quarterly or monthly instalments) must be paid on the first day of the next insurance year together with the premium of the standard policy, taking **into account any changes stemming from any abovementioned change(s) in the agreed voluntary damage excess** as.

d) The supplementary accidental damage insurance policy may be modified - separately or together with the standard policy - according to, and in the instances described in Clause 13. of the standard policy.

e) The termination of the standard insurance policy for any reason shall automatically mean the termination of the supplementary accidental damage insurance policy.

The standard insurance policy shall naturally terminate together with the supplementary accidental damage policy, if the lapse of interest is caused in connection with *accidentala! darnage*.

g) The policyholder (signatory) may, according to Clause 16. of the standard policy, at any time terminate the supplementary accidental damage policy whilst not affecting the validity of the standard insurance policy. In this case the accident liability shall cease on the last day of the insurance year; the accidental damage insurance premium shall be due to the Underwriter until and including the last day of the insurance year. The standard insurance policy shall remain valid - with the

deduction of the accidental damage liability and premium from the first day of the next insurance year.

THE UNDERWRITER'S RIGHT TO RECLAIM

11. If the Underwriter has provided an insurance service according to this contract, then it shall only exercise its right to reclaim against the user, renter or employee (partner, representative) of the insured employer who caused the damage under which the Underwriter has not gained exemption from liability, if the abovementioned person has caused said damage to the (motor) vehicle, its parts and/or accessories, illegally, with intent or in a grossly negligent manner according to Clause 3. of this agreement.

III.

Terms and Conditions of the Supplementary Extras/Accessories Insurance Policy

(for standard "Casco" (motor) vehicle insurance
with supplementary accidental damage
insurance, type 252) '

Allianz Hungária Biztosító RT. (hereinafter the Underwriter) shall undertake to indemnify the policyholder- in accordance with the supplementary extras/accessories policy drawn up between the parties - against any *elemental, theft or accidental* damage to the assets listed in Clause 1. below, *with the deduction of any relevant voluntary damage excess, in Hungarian Forints.*

In the case of any legal dispute between the parties, one should refer to the terms and conditions of the standard "Casco" (motor) vehicle insurance policy (hereafter called the standard policy), furthermore to the general terms and conditions of the supplementary accidental damage insurance policy (hereafter called the accidental damage policy), in unison and according to their meaning, unless any contradictory or disqualifying regulations are included in this supplementary policy.

INSURED ASSETS

1. This supplementary policy provides insurance cover for those parts, accessories or special non-production-line features (hereafter, together called: *extras/accessories*) of the (motor) vehicle which (during production or at a later date) have been installed in/on the (motor) vehicle over and above the standard production-line specifications of such, regardless of whether they may be physically separated from the (motor) vehicle or not.

The extras/accessories policy shall only provide cover for the abovementioned extras/accessories, if those have been recorded (at the time of signing or through a later alteration) on the original or modified extras/accessories list which forms an appendix to the insurance policy, together with their value in Hungarian Forints (hereafter called the *insured value*) as individually indicated by the signatory, provided that at the time of occurrence of the insurance event those were installed in or fixed onto the (motor) vehicle according to their specified use.

The Underwriter may choose to determine the insured value of any extra/accessory as being in actual fact lower than the value indicated by the policyholder (signatory).

INSURANCE EVENTS

2. In accordance with this supplementary policy the following shall be regarded as insurance events :

- *elemental damage*
- *theft damage*
- *accidental damage* to the insured extras/accessories (see Clause 1.) with or without simultaneous damage occurring to the (motor) vehicle itself. (For the specific description of an insurance event see Clause 4.a~b) of the standard policy and/or Clause I. of the accidental damage policy).

DAMAGES AND INSURANCE EVENTS NOT COVERED BY THIS POLICY

3. This supplementary insurance policy does *not provide cover* against:

- a) those extras/accessories which have been newly installed in the (motor) vehicle at any time following the start of validity of the contract and - in the absence of any changes being reported and registered - do not appear on either the proposal (policy) or the extras/accessories list which forms an appendix to that, at the time of occurrence of any insurance event.
- b) such damage(s) to the insured extras/accessories which occur as a *result* of any of the excluding *circumstances* described in Clause 5. of the standard policy and/or Clause 2. of the accidental damage policy.

EXCEPTIONS

4. The Underwriter shall not be liable for damages payable under this supplementary insurance policy if the damage(s) in question occur in relation to the cases and circumstances specified in Clause 6. of the standard policy (in the case of *elemental or theft damage*) and in Clause 2. of the accidental damage policy (in the case of *accidental damage*), respectively.

THE POLICYHOLDER'S OBLIGATION TO REPORT RELEVANT CHANGES PERTAINING TO THE INSURANCE CONTRACT.

5. The policyholder (signatory) is obliged to report to the Underwriter, if the insured extra/accessory is **not** removed or disconnected from the (motor) vehicle as a result of any insurance event (e.g. if it does not work, has worn out or has been sold);

- b) any insured extra/accessory so removed from the (motor) vehicle has been exchanged with a similar, new device, or any further extra/accessory has been fitted (installed) which is not recorded in the policy or its (extras/accessories) appendix.

In the case of any changes regarding the extras/accessories, the Underwriter shall provide a new extras/accessories list regardless of whether the aforementioned changes affect the insurance premium or not. When this new extras/accessories list is issued, the old list shall become invalid. If any such changes are not reported, then the rules and regulations regarding the handling of indemnifiable insurance events shall be valid and should be referred to.

INSURANCE SERVICES

6. In the case of damage(s) to the extras/accessories of the (motor) vehicle, with or without simultaneous damage to the (motor) vehicle itself, the Underwriter shall indemnify the policyholder (signatory) in accordance with Clause 10. a-h) and Clause 12. of the standard policy, furthermore in accordance with points a)-c) below:

- a) The sum of the determined damage(s) - separately, in the case of each insurance event - shall not exceed the insured value of the damaged extra/accessory;

- b) If the (motor) vehicle may not be viably repaired, then

- the Underwriter shall reimburse the policyholder (signatory) the value of the insured extras/accessories, taking into account their value at point of damage.

if the insured extra/accessory is used instead of a similar serial production-line standard part, then the basis for the calculation of any reimbursement on the part of the Underwriter according to the extras/accessories policy, shall be the difference in value of the aforementioned parts at point of damage.

In the case of the nonpayment of any compulsory premium surcharge, the Underwriter shall indemnify the policyholder (signatory) against any *accidental damage* to the (motor) vehicle's extras/accessories on a pro rata basis taking into account the ratio of the effectively paid premium(s) and the full required fee due (which includes the unpaid surcharge above).

VOLUNTARY DAMAGE EXCESS

7. If the Underwriter provides a service on the basis of this supplementary

insurance policy and in connection with any *elemental, theft or accidental damage*, then the policyholder him/herself shall bear the costs and expenses of the damage(s) assessed according to Clause 6. above - *separately for each insurance event as a voluntary damage excess* - up to the percentage agreed upon in the contract.

THE CONNECTION BETWEEN THE STANDARD AND SUPPLEMENTARY POLICIES

8. a) The supplementary extras/accessories policy may be signed at any time, after payment of a separate fee, either parallel to or in conjunction with, but specifically **only for a standard policy with supplementary accidental damage insurance.**

aa) In the case of the policyholder choosing to pay the insurance premium of the standard policy in six-monthly, quarterly or monthly instalments, the Underwriter shall determine the premium of this supplementary extras/accessories insurance with a similar *surcharge*.

ab) In the case of a compulsory insurance premium surcharge (see terms and conditions of the accidental damage insurance policy Clause 10.a/ab.), then the extras/accessories insurance premium shall include a surcharge calculated on the basis of the *yearly fee including the co-consideration of the chosen frequency of premium payment (instalments)*.

- b) If the policyholder (signatory) has signed the supplementary extras/accessories policy *subsequent to the standard and/or accidental damage policy(s)* becoming valid, the rules and regulations described in Clause 10. b) a-e.) of the accidental damage policy shall be referred to (in connection with the terms of the standard policy which are excluded there, the period of insurance, the start of liability and the payment of the relevant **first years premium or premium instalment**).

- c) If the policyholder (signatory) wishes subsequent to this policy becoming valid to extend the insurance cover to include further extras/accessories, then the liability of the Underwriter shall begin immediately upon inclusion of the aforementioned extras/accessories on a new list (the appendix to the policy). If in such a case, raising of the extras/accessories insurance premium is required, then the amount of the premium difference shall be due to the Underwriter from the date of the risk assumption of the insurer. The pro rata **new (raised) premium** (or in the case of yearly, six-monthly or quarterly payments the pro-rata pre-

mium difference) shall be paid at the time of recording the new data. The so modified standard and supplementary **pre- mium instalments** shall subsequently be paid together according to the original itinerary recorded in the standard policy [see Clause 10.b) of the terms and conditions of the accidental damage policy].

d) The policyholder (signatory) may only qualify for any no claims bonus on the basis of his/her accidental damage policy. In accordance with this the Underwriter shall not determine any no claims bonus on the basis of this extras/accessories policy. Any insurance claim made solely on the basis of this policy shall in no way effect the period qualifying the policy- holder for a no claims bonus as described in Clause 9. of the accidental damage policy.

e) The supplementary extras/accessories insurance policy may be modified according to Clause 13. of the standard policy, either separately or together with the standard and/or accidental damage insurance policy.

Termination of the standard and/or accidental damage insurance policy(s) shall automatically mean cancellation of this supplementary extras/accessories insurance policy.

g) This supplementary policy shall naturally terminate, without effecting the standard and accidental damage policies, if lapse of interest should come about *in the case of all of the insured extras/accessories*.

The standard and accidental damage policies shall remain valid, depending on the cause of the lapse of interest (see Clause 1 S.a-c) of the standard policy], with the deduction of the terminated extras/accessories premium (and surcharge if applicable), from the first day of the month following that in which the extras/accessories policy was terminated, or from the first day of the next insurance year. The settling of the premium shall also be undertaken with reference to Clause 15. of the standard policy.

h) If *lapse of interest* occurs in the case of only *part (one)* of the insured extras/accessories, and this means reduction of the extras/accessories premium relative to the remaining assets, then the rules and regulations described in point g) above shall be regarded as valid and should be referred to accordingly.

i) This supplementary extras/accessories insurance may be terminated at any time without effecting the standard and acci-

dental damage policies. In this case the rules and regulations described in Clause IO.g) of the accidental damage policy shall be regarded as valid and should be referred to accordingly.

THE UNDERWRITER'S RIGHT TO RECLAIM

9. If the Underwriter has provided an insurance service according to this extras/accessories insurance policy, then it shall only exercise its right to reclaim against the user, renter or employee (partner, representative) of the insured employer, who caused the damage under which the Underwriter has not gained exemption from liability, if the abovementioned person has caused the said damage to the (motor) vehicle's extras and/or accessories, with or without simultaneous damage to the (motor) vehicle itself, illegally, with intent or in a grossly negligent manner according to Clause 3. of the terms and conditions of the accidental damage insurance policy.

IV Terms and Conditions of the Supplementary (Motor) Vehicle Window Insurance Policy

(for standard "Casco" insurance, type 252)

Allianz Hungária Biztosító RT. (hereinafter the Underwriter) shall undertake to indemnify the policyholder - in accordance with the supplementary window insurance policy drawn up between the parties - against any *accidental damage* caused to the windows of the insured (motor) vehicle as listed in Clause 1. below, *with the deduction of any relevant voluntary damage excess, in Hungarian Forints*, according to the terms and conditions described below.

In the case of any legal dispute between the parties the terms and conditions of the standard policy shall be valid and should be referred to accordingly, except if contradictory or disqualifying regulations are included in this supplementary policy.

INSURANCE EVENTS

In accordance with this supplementary window insurance policy, any breakage, material loss or damage caused to the standard model production-line window(s) of the insured (motor) vehicle by any external, sudden force of an accidental nature - with or without simultaneous damage to the (motor) vehicle itself - furthermore any damage caused by a third party (hereafter called *accidental window damage*), shall be regarded as an insurance event.

In accordance with this policy, a "third party" shall be regarded as that external entity who is responsible for the damage(s) with regard to which the Underwriter does not qualify for exemption from liability.

DAMAGES AND INSURANCE EVENTS NOT COVERED BY THIS POLICY

2. This supplementary insurance policy does not provide cover against:

- a) those *accidental damages* occurring to the windows of the insured (motor) vehicle which occur as a result of
 - aa) occurrences of a *non-accidental nature* (e.g. damage to the windscreen caused by the windscreen wipers),
 - ab) occurrences which are included in the liability cover of the standard policy in connection with *elemental and/or theft damage*,

ac) the *exclusions* listed in Clause 5. of the standard policy (not including point b/bb.);

- b) *accidental damage* caused to the separately stored (spare) or removed windows of the insured (motor) vehicle ;
- c) *accidental window damage* caused during the use of a public highway with or without simultaneous *damage* to the (motor) vehicle itself (e.g. a flying stone thrown up by another vehicle), if the (motor) vehicle - in the absence of the required permissions (numberplate etc.) or right of thoroughfare, or due to an invalid MOT (technical documents) - could not have legally taken part in traffic on a public highway, or if the road traffic accident took place outside the legal boundaries of the stated permissions;
- d) *accidental damage* to the insured windows of specially constructed vehicles (e.g. crane, ladder, forklift, dumper; furthermore street-cleaning and snow-plough etc.), caused during the course of work involving the said vehicles, furthermore during their preparation for such work.

EXCEPTIONS

3. The Underwriter shall not be liable for the indemnification of accidental damage(s) caused to the windows of the insured (motor) vehicle, if the Underwriter can prove that the said damage was caused illegally, with intent or through grossly negligent behaviour by any person as listed in Clause 6. of the standard policy.

According to this supplementary insurance policy, the *accidental damage(s) caused to the windows of the insured (motor) vehicle in conjunction with accidental damage caused to the vehicle itself*, shall qualify as having been caused by the abovementioned persons through gross negligence, if

- a) the *motor* vehicle (hauling *motor* vehicle) was being driven by someone (either personally or with the permission of the individual at fault) not holding a valid driving licence,
- b) under the influence of medication which may seriously effect one's ability to drive, or being under the influence of alcohol at a breath-level of over 80 mg/liter or a blood level of 0,5 mg/ liter ;
- c) drug is traceable in the organism of the driver
- d) the (motor) vehicle was overloaded, or its operation or towing was undertaken in an unprofessional manner;
- e) the aforementioned damage was caused to a camping vehicle (caravan or mobile home) through its unnatural use;

f) the aforementioned damage came about - regardless of the validity of the (motor) vehicle's MOT- as a result of the very bad condition of the vehicle's road safety system(s) and/or device(s).

4. Under the terms of this supplementary insurance policy, driving without a valid driving licence shall **not** be regarded by the Under- writer as being grounds for exemption from liability, if

a) the individual policyholder (signatory) or h-s/her insured rela- tive, furthermore the person driving the motor vehicle used for driving instruction or the taking of a driving test, did not hold a valid driving licence, but the accidental window dam- age occurred during preparation for that (test), **providing that** the driving of the motor vehicle (the driving test) occurred in the presence of an endorsed instructor (examiner);

b) the motor vehicle was being driven with a licence that had be- come invalid due to a missed. medical examination, if that has been extended, with *unchanged conditions*, within 30 days of the damage occurring. In the case of justified incapacitation (e.g. personal accident, hospital treatment etc.) this 30-day deadline shall be calculated from the termination of the impediment.

INSURANCE SERVICES

5. In the case of *accidental window damage* to the (motor) vehicle, the Underwriter shall indemnify the policyholder (signatory) in accordance with Clause 10. a-h) and Clause 12. a-b) of the stan- dard policy, furthermore in accordance with points a-b). below.

a) the Underwriter shall only bear the costs and expenses of changing the damaged window(s) of an insured (motor) ve- hicle, if the aforementioned damage is irreparable;

b) the Underwriter shall, in the case of "clear" window damage, caused without simultaneous damage to the (motor) vehicle itself, also bear the costs and expenses of any, once-only tes- tified transport of the (motor) vehicle for the purposes of car- rescue or repair.

OBLIGATIONS OF THE POLICYHOLDER AFTER OCCURRENCE OF AN INSURANCE EVENT

6. With regard to the obligations of the policyholder (signatory) in the case of *accidental window damage* being caused to the (motor) vehicle, Clause 11. of the standard policy shall be valid and should be referred to accordingly. If the accidental window damage occurs during use of the (motor) vehicle on a public highway, then the

driving licence of the person driving the *motor* vehicle (hauling vehicle) must be presented to the Underwriter when making an insurance claim.

VOLUNTARY DAMAGE EXCESS

7. If the Underwriter provides a service with relation to the occur- rence of *accidental window damage* to the insured (motor) ve- hicle, then the policyholder (signatory) shall him/herself bear the costs and expenses of the damage(s) assessed according to Clause 5. above - *separately for each insured event as a voluntary damage excess* - up to and including the percentage agreed upon and registered in the insurance policy (proposal).

THE CONNECTION BETWEEN THE STANDARD AND SUPPLEMENTARY INSURANCE POLICIES

8. a) The supplementary window damage insurance policy may be signed at any time either parallel to or in conjunction with the standard insurance policy, after payment of a separate charge and after having presented the (motor) vehicle to the Underwriter for inspection, except if there is a supplementary accidental dam- age policy already valid for the same (motor) vehicle.

In the case of the policyholder choosing to pay the basic insur- ance premium, according to the standard policy in six-monthly, quarterly or monthly instalments, the Underwriter shall deter- mine the premium of this supplementary window damage policy with a similar surcharge.

b) If the policyholder (signatory) has signed the supplementary window damage policy *subsequent to the standard policy be- coming valid*, then

ba) Clauses 7. b-d), 8. c) and 14. a) of the standard policy shall not be valid;

bb) the period from the start of that [according to point bd), below] to the *beginning of the next insurance year ac- cording to the standard policy* shall be called the **fractional** insurance year (except if the start of the accidental window damage policy coincides with the first day of the original insurance year), and subsequent to this the insur- ance period shall be **one** insurance year;

bc) from the signing of that, the liability of the Underwriter (given by year, month, day, hour and minute) shall begin *immediately*;

bd) the first insurance premium relative to the supplementary policy must be paid **at the time of signing of the new agreement** in accordance with the date of risk assumption determined in the supplementary insurance

be) the **continuously** paid (instalments) insurance premium (yearly, six-monthly, quarterly or monthly) shall be paid similarly to the premium of the standard policy, and together with that.

c) the supplementary accidental window damage policy may be modified - separately or together with the standard policy - according to, and in the instances described in Clause 13. of the standard policy.

d) The supplementary window damage policy shall immediately terminate, if the policyholder (signatory) should sign a supplementary (motor) vehicle accidental damage policy subsequent to this policy becoming valid. The premium of the terminated window damage policy shall be due to the Underwriter up to and including the month prior to the signing of the accidental policy, or the month in which the new policy was signed, depending on when the premium for the newly signed policy shall be due to the Underwriter (see point b/bd above). The pro rata remainder of the window damage premium (premium instalment), which may have been paid in advance shall, in accordance with the request of the policyholder, be refunded or credited towards the premium of the newly signed (motor) vehicle accidental damage policy.

e) The termination of the standard insurance policy for any reason shall automatically mean cancellation of the supplementary window damage policy.

f) The policyholder (signatory) may, in accordance with Clause 16. of the standard policy, at any time terminate the supplementary window damage policy whilst not affecting the validity of the standard insurance policy. In this case the window-damage liability shall cease on the last day of the insurance year; the accidental window damage insurance premium shall be due to the Underwriter up to and including the last day of the insurance year. The standard insurance policy shall

remain valid - with the deduction of the accidental window damage premium - from 0 hours on the first day of the next insurance year.

THE UNDERWRITER'S RIGHT TO RECLAIM

9. If the Underwriter has provided an insurance service according to this supplementary insurance contract, then it shall only exercise its right to reclaim against the user, renter or employee (partner, representative) of the insured employer who caused the *accidental window damage* under which the Underwriter has not gained exemption from liability, if the abovementioned person has caused the said window damage to the (motor) vehicle illegally, with intent or in a grossly negligent manner according to Clause 3. of this agreement.

10. On the protection of personal data of insured (insurance secret)

As stipulated by article 99 of Act XCVI of 1995 on insurance companies and insurance operations the insurer and the insurance agent are entitled to manage the personal data of the assured (the contractual person), the beneficiary and the damaged party (hereinafter: customer) as well as data related to the insurance contract, its establishment, administration and the services as specified in the Act.

For the management of special personal data and for the transfer of personal data to foreign data manager the written consent of the customer is required.

As the data manager the insurer entrusts with the processing of the data Allianz Hungária Számítástechnikai Kft. (Computing Ltd) The insurer and its agent and commissioner shall be permitted to disclose data -obtained during their operation and considered as insurance secret -to third persons only if they received written release from the confidential treatment obligation from the affected party, specifying the confidential data which could be disclosed, except for cases specified by law.

The client has the right to receive information on his/her/its own personal, registered data; on his/her/its request the insurer shall modify the client's data in its records.

Allianz Hungária Biztosító Rt.

