



MANDATORY MOTOR VEHICLE LIABILITY INSURANCE REQUIREMENTS AND CUSTOMER INFORMATION

This insurance condition shall apply from 16.07.2024. The insurance

The condition for the application is a literal description of Act LXII of 2009 on Compulsory Motor Vehicle Liability Insurance (hereinafter referred to as the MLI) and related legislation, with the exception of provisions that do not affect the rights and obligations of the contracting parties. The full text of the referenced legislation is available on the website www.magyarorszag.hu.

The references to these terms and conditions and the Act LXXXVIII of 2014 on Insurance Activity (Bit.) also qualify as customer information. The parts that also qualify as customer information are printed in bold italics. The rules for the Insurer's exemption, the conditions for the limitation of the insurer's services, the exclusions applied, the provisions of the Civil Code and the conditions that differ significantly from the usual contractual practice are printed in italics, bold and underlined.

We would like to inform you that our Company sells the compulsory motor vehicle liability insurance product without consulting.

The insurance broker has a contractual relationship with the Insurer, so the insurance premium includes remuneration.

Please note that, based on Section 6:7(4) of the Civil Code, in the event of a lack of ability to write or read (due to a visual impairment), additional requirements must be met for the contract to be valid.

Our customers have the opportunity to notify the insurance company (in writing or by phone) of any special needs related to their disability. Please notify the insurance company or their insurance broker of this. The form for reporting can be found on www.signal.hu.

If you do not wish to indicate this, we will not be able to take your special needs into account.

I. RULES ON COMPULSORY MOTOR VEHICLE LIABILITY INSURANCE

§ 1

Unless otherwise provided by an international treaty, the scope of this Act extends to:

- a) to the operator of every vehicle based in Hungary, as well as to the owner of a vehicle based in another Member State – if its destination is Hungary – and to the compulsory motor vehicle liability insurance contract concluded by them;
- b) the conditions for the entry into the territory of Hungary of a vehicle with a foreign registered office and its use in the territory of Hungary;

- c) the activities of the insurers, the claims settlement agent, claims representative, the correspondent, the Compensation Account, the Compensation Fund, the National Office, the Compensation Organization, the Information Center, and the Association of Hungarian Insurers (hereinafter: MABISZ) regulated by this Act;
- d) the activities of the Hungarian National Bank (hereinafter referred to as the Supervision Authority), acting within its scope of tasks related to the supervision of the financial intermediary system, the liquidator of the insurance company, the body that registers the data of the document certifying compulsory motor vehicle liability insurance (including the policy) and other relevant data (hereinafter referred to as the policy registration body), the claims registration body performing tasks related to claims registration, the district (capital district) office of the capital and county government office (hereinafter referred to as the district office) and the customs authority, as regulated by the

§ 2

The scope of this Act does not extend to:

- a) to perform tasks not regulated by this Act arising from the international motor insurance agreement between the national bureaux of the Member States and other states and related agreements;
- b) liability insurance contracts concluded for vehicles participating in motor vehicle competitions (training) organized in the territory of Hungary;
- c) in the event that legislation establishes rules different from those contained in this Act with regard to foreign military vehicles stationed in or passing through the territory of Hungary.

§ 3

For the purposes of this Act:

- 1. Internal Rules:** Commission Regulation (EC) No 72/166/2003 of 28 July 2003 Council Directive 2003/564/EC on the application of the EEC Council Directive to the verification of insurance against civil liability in respect of the use of motor vehicles the regulations governing the relations between the national agencies, contained in the appendix to its regulations;
- 2. insurance period:** in the case of contracts of indefinite duration – regardless of the frequency of premium payment – the period of time to which the established premium applies;
- 3. insurer:** an organization defined in Act LXXXVIII of 2014 on Insurance Activities (hereinafter: Bit.), which has been licensed in its Member State of registered office to carry out motor vehicle liability insurance activities and is entitled to carry out compulsory motor vehicle liability insurance (hereinafter: insurance) activities in the territory of Hungary in accordance with the provisions of this Act;
- 4. insured:** the insured operator of the vehicle and the person driving the vehicle;
- 5. premium rate:** basic premiums and premiums established by the insurer for each vehicle category and – with the exception of fleets – for each bonus-malus class specified in a ministerial decree



the totality of all correction factors applicable in determining the fee;

6. individual contract: an insurance contract concluded by a given operator for a specific vehicle and in accordance with this Act;

6a. e-claims reporter: an IT solution operated by MABISZ and operated online for reporting compulsory motor vehicle liability insurance claims;

7. undercoverage fee: a fee determined retrospectively based on the fee schedule determined by the manager of the Compensation Account for the period of time during which the operator's insurance obligation for the given vehicle – excluding the period of suspension – is not subject to risk in the absence of premium payment (undercoverage period);

8. registration certificate: the permanent or temporary registration certificate, the temporary registration certificate, and the identification card for slow-moving vehicles and four-wheeled mopeds (quads);

8/A. economic total loss: the repair of a vehicle damaged as a result of the damage event is not economically justified, since the repair costs and other costs related to the removal of the damage, as well as the amount of any remaining depreciation after the repair, exceed the market value of the vehicle at the time of the damage, reduced by the residual value (scrap value).

9. vehicle fleet: a group of vehicles insured by the same contractual operator – legal entity, sole proprietor, sole proprietorship – with a given insurance company, managed collectively, if the number of these vehicles reaches five on the starting date of the insurance period;

10.* vehicle:

a) any vehicle, whether officially registered or not, operating on land but not on rails, powered exclusively by mechanical (i.e. not by human or animal) power – with the exception of wheelchair vehicles intended exclusively for use by persons with reduced mobility, electrically assisted (pedelec) bicycles and e-moped vehicles driven by persons with reduced mobility – whose maximum design speed exceeds 25 km/h or whose maximum unladen weight exceeds 25 kg and whose maximum design speed is 14 km/h, and

b) all trailers and semi-trailers intended to be used with the motor vehicle referred to in point a), even if not coupled to the motor vehicle;

10a.* use of a motor vehicle: any use of a motor vehicle that is compatible with its purpose of serving as a means of transport or transportation at the time of the accident, regardless of the characteristics of the motor vehicle and the terrain on which the motor vehicle is used, and whether it is stationary or in motion - even for a long time - with the exception that in the case of motor vehicles subject to registration, the entire period from the date of the vehicle being issued with an official permit and marking until the temporary or permanent withdrawal of the motor vehicle from circulation is considered to be the use of a motor vehicle, including the temporary

in the case of a permit to keep the vehicle in circulation or a temporary registration permit, the period of validity of the temporary permit to keep the vehicle in circulation or the temporary registration permit shall be considered as vehicle use;

11. motor sports event: the term defined in the Government Decree on the rules applicable to liability insurance contracts concluded for motor vehicles participating in motor racing or training;

12. third country: the term defined in the Treaty;

13. third-country insurer: the term defined in the Act on Insurance;

14. cross-border service: the term defined in the Act on the Protection of the Rights of Persons with Disabilities;

15. claim history certificate: a certificate relating to a motor vehicle liability insurance contract concluded on the basis of an obligation imposed by another Member State, which contains the period registered with the given insurance company, as well as the number and date of claims caused to third parties during the term of the contract and serving as the basis for compensations recognised or finally awarded against the insurance company of another Member State up to the date of issue of the certificate, and the fact of exemption from claims;

16. Information Center: an organization established to provide data and perform other tasks specified in this Act in order to enforce claims for compensation arising from damage caused to third parties by the operation of a motor vehicle;

17. unknown vehicle: a vehicle that cannot be identified or cannot be identified afterwards because it has left the scene of the accident or does not have identification data, or the data has been falsified or cannot be recognized;

18. claims representative: in the case of cross-border services, a person or organization entrusted by the insurance company with the settlement of motor vehicle liability insurance claims and with the representation of the insurance company in litigation and out of litigation, or authorized to do so;

19. injured party: a person or organization entitled to compensation in the event of damage caused by a motor vehicle;

20. claims settlement agent: an agent of an insurer providing motor vehicle liability insurance in a Member State other than the Member State of establishment of the insurer, who handles and settles claims for compensation arising in connection with the operation of a motor vehicle insured by the insurer in the Member State of residence (registered office) of the injured party, and represents the insurer against the injured party;

21. Compensation Fund: a fund established and financed by insurance companies domiciled in Hungary pursuant to this Act, which provides compensation to persons domiciled in Hungary – whether in the territory of Hungary or in the territory of Article 37.

In the case referred to in paragraph (4) of Section 1 of the Insurance Act, it covers the compensation for damages caused, starting from the date when bankruptcy or liquidation proceedings were initiated against the insurance company with which the damaging vehicle was covered under an insurance contract at the time of the damage, in the Member State that authorised the activity of the insurance company, and it also compensates the damages paid by the compensation organisation of the other Member State to the injured parties residing in the given Member State, which were insured by the insurance company established in Hu



caused by damaged vehicles, if liquidation proceedings have been initiated against this insurer;

22. Compensation Account (Guarantee Fund): a fund established and continuously financed by insurers pursuant to this Act, the task of which is, in particular, to compensate for damage caused by the vehicle of an operator who does not have insurance despite the insurance obligation or, with the restrictions specified in this Act, by the vehicle of an unknown operator, and by an unknown vehicle, as well as other damage specified in this Act, if the country of the commitment is Hungary;

23. compensation organisation: an organisation operated by insurers providing motor vehicle liability insurance in the Member State of their registered office, whose task is to assess and satisfy claims for compensation in the cases specified in this Act in the event of failure to settle the claim by the insurer of the damage-causing party or its claims settlement agent in connection with damage suffered by a domestic injured party in a country of the green card system resulting from the operation of a motor vehicle established in the territory of another Member State;

24. country of commitment: in the case of insurance of any type of motor vehicle, the

- a) country of establishment of the vehicle,
- b) the country where the accident occurred, if the vehicle required to bear an official marking has been involved in an accident and does not have a valid official marking, or the official marking on it cannot be assigned or can no longer be assigned, or
- (c) the Member State of destination, if, after acquiring ownership, the owner of the vehicle concludes an insurance contract in that Member State;

25. foreigner: the term defined in Section 2, Point 2, of Act XCIII of 2001 on the abolition of foreign exchange restrictions and the amendment of certain related acts;

26. correspondent: an insurer, an organization performing claims settlement activities for the insurer, a claims settlement agent, other organization or person who is designated by the insurer of a country belonging to the green card system, with the approval of the national office of the country in which it operates, to handle and settle motor third party liability insurance claims caused by its insured persons in the country of the correspondent;

26/A. compensation organisation of another Member State: an organisation established in a Member State other than Hungary which provides compensation to injured parties residing in that Member State in respect of damage caused by motor vehicles insured by an insurer established in any Member State and undergoing bankruptcy or liquidation proceedings;

27. National Bureau: the organization of insurers under this Act, which performs the coordination, claims settlement and settlement tasks arising from the international motor insurance agreement and related conventions;

28. Member State of destination: in the case of a transfer of ownership of a motor vehicle, the Member State other than the country in which the motor vehicle is established, within a period of thirty days from the date of its making available after the acquisition of ownership,

- a) where the permanent residence of the natural person acquiring the property, or in the case of acquisition of property by a legal person, sole proprietor, or sole proprietorship, its registered office is located, or
- b) in which the purchaser has his habitual residence or, if the contracting party is a legal person, sole proprietor, or sole proprietorship, the Member State in which the purchaser's establishment or branch concerned by the contract is located;

29. Registration number agreement: an agreement between national bureaux, based on which the authorities of the countries party to the agreement accept the official marking (registration number) of the vehicle together with the national emblem as proof of motor vehicle liability insurance coverage required in the country in question, instead of the certificate embodied in the green card;

30. serious personal injury: an injury resulting from an accident causing permanent disability resulting in at least 25% overall health impairment, or an injury resulting from an accident causing serious health deterioration resulting in a treatment period of at least 6 months;

31. home Member State: the Member State where the head office of the undertaking assuming the obligation is located;

32. Member State: a state party to the Agreement on the European Economic Area and Switzerland;

33. country of establishment: the country of the usual place of operation,

- a) whose authority has registered the vehicle permanently or temporarily has been marked with an official mark, or
- b) in which, in the case of vehicles not required to bear official markings, the permanent residence (registered office) or usual place of residence (the location, branch office of the person concerned) of the owner or the person otherwise exercising the right of disposal over the vehicle (natural person, legal person, sole proprietor, sole proprietorship) is located;

34. grace period: a period of sixty days from the due date of the fee, upon the expiry of which without payment of the fee, the contract – if it has not already been terminated for other reasons – shall be terminated by non-payment of the fee;

35. operator: an operator (licensed, permit holder) registered in a document issued by the authorities of the country where the vehicle is located, or, in the absence thereof, the owner, or in the case of vehicles not registered in the official register, the owner or user of the vehicle; **36. green card:** an international motor vehicle liability insurance document that complies with a uniform standard accepted in the countries of the green card system, or an electronically produced certificate, which is issued to the operator in the name of the national office by insurers or persons authorised by them in accordance with the insurance contract, to prove the existence of the motor vehicle liability insurance cover required in the country visited;

37. Green Card System: the system of the countries party to these agreements, based on agreements between national bureaux, in which the authorities of the countries belonging to the system accept the certificate embodied in the green card as proof of the motor vehicle liability insurance coverage required in the country.

**Section 3/A**

For the purposes of this Act, damage and compensation shall mean both the infringement of personal rights that forms the basis for the claim for damages and the damages.

Section

3/B. Where this Act provides for an amount specified in euros, it shall be converted into forints at the exchange rate of 368.54 HUF/EUR and this forint amount shall be understood.

§ 4. THE INSURANCE OBLIGATION

(1) Every operator of a motor vehicle located in Hungary is obliged – with the exception of motor vehicles exempted under separate legislation – to conclude an insurance contract with an insurance company under this Act to cover damage caused during the use of the motor vehicle in accordance with the conditions specified in this Act and to keep it in force by paying a premium (insurance obligation).

(2) The insurance obligation – unless otherwise provided by law – shall be borne by the current operator from the beginning of the use of the vehicle until the final cessation of the use of the vehicle.

(3) For the purpose of the obligation to conclude a contract, the person designated as the operator by the owner of the vehicle – based on a contract or other credibly proven legal title – shall be considered the operator.

(4) If the contract is concluded due to a transfer of ownership, the new operator under this Act is obliged to conclude the insurance contract immediately after the transfer of ownership.

(4a) If the person who operates the vehicle changes as specified in Section 7(3a), the insurance obligation shall be imposed on the new operator of the vehicle from the day following the termination of the risk coverage as specified in Section 19(5a). If the insurance contract was not maintained in force as specified in Section (6) and the person who operates the vehicle changes as specified in Section 7(3a), the insurance obligation shall be imposed on the new operator of the vehicle from the day following the date on which the decision made in a litigious or non-litigious proceeding becomes final or the date on which the decision made in an official proceeding becomes final.

(5) In the event of a temporary registration permit or a temporary registration certificate, the insurance obligation shall remain in force for the duration of the validity of the temporary registration permit or temporary registration certificate.

(6) In the event of the death of the operator, if the recipient of the insurance obligation cannot be determined, the contract may remain in force for no later than 30 days from the date of entry into force of the decision concluding the probate proceedings, provided that the owner of the vehicle has notified the insurance company of the fact of death and keeps the contract in force by paying the premium.

(7) Following the acquisition of ownership of a motor vehicle established in another Member State, the owner of the motor vehicle – if the Member State of destination of the motor vehicle is Hungary – shall be obliged to conclude an insurance contract for a period of 30 days from the date of making the motor vehicle available after the acquisition of ownership – depending on his choice – either with the insurer under this Act or with the insurer of the Member State of establishment of the motor vehicle.

(8) The insurance obligation under this Act does not cover motor vehicles whose use on public roads is not permitted or which are used exclusively in areas to which access is restricted under the relevant provisions.

(9) The insurance obligation under this Act and the compensation obligation of the Compensation Account shall not extend to damage caused in an area closed to the public, to which access is legally or physically restricted under the relevant provisions, if such damage is caused by a vehicle whose use on public roads is not permitted.

§ 5

(1) The insurer shall accept the offer of the operator of a motor vehicle with a registered office in Hungary, the owner of a motor vehicle whose Member State of destination is Hungary, and the owner of a motor vehicle with a registered office in Hungary but whose destination is in another Member State after the acquisition of ownership, for the conclusion of an insurance contract in accordance with the conditions specified in this Act, in accordance with the insurer's premium tariff, within the limits set out in Section 13 (1). The insurer may not accept an offer made sixty days prior to the start of the insurance period, and may not conclude a contract prior to this date; the contract thus concluded shall be invalid. The insurer shall notify the operator of the rejection of the offer within fifteen days of its receipt.

(2) If the insurance contract is terminated during the insurance period as specified in Section 21 (4) (non-payment of premiums), the operator's offer to conclude a contract providing coverage for the remaining part of the given insurance period shall be accepted only by the insurer with whom the contract was terminated due to non-payment of premiums during the given insurance period.

(3) In the case specified in paragraph (2), the operator shall conclude the contract with the insurance company where his contract was terminated due to non-payment of premiums, based on the premium rate applicable at the time of commencement of risk coverage of the renewed contract.

(4) An insurer that has made a declaration to terminate the contract at the end of the insurance period is not obliged to accept the operator's offer for the insurance period immediately following the termination of the contract.

§ 6

(1) The contract is concluded – in addition to the methods provided for in the Civil Code – if the contracting operator, in the knowledge of the content of the legal relationship and the information on the insurance conditions, submits an offer corresponding to the premium rate and the insurance conditions to the insurer or its representative with the content specified by the insurer for the purpose of concluding the contract.

(2) The insurer may reject the offer referred to in paragraph (1) within 15 days of its submission on the grounds specified in paragraph (4) of Section 5.



(3) If the operator's offer does not meet the conditions specified in paragraph (1), the contract shall be concluded even if the insurer does not respond to the offer within 15 days.

(4) In the case referred to in paragraphs (1) and (3), the contract shall be concluded with effect retroactive to the date on which the offer comes into effect – with the content as set out in the offer.

(5) In the case specified in paragraph (3), the insurer shall, within 15 days of the submission of the offer, submit a statement of reasons for deviation from the premium rate and insurance conditions.

may reject the offer on the basis of a complaint or on the grounds specified in Section 5(4), or may make a verifiable proposal to amend the offer in accordance with the fee schedule and insurance conditions. If the policyholder does not object to the proposal to amend the offer within 15 days of receipt, the contract shall be concluded in accordance with the amended offer with retroactive effect from the date of entry into force of the offer after the fifteenth day.

(6) If the insurer proposes to amend the offer, it shall draw the operator's attention to the fact of the proposal to amend the offer and to any significant differences between the proposal and the offer. Failing this, the contract shall be concluded in accordance with the content of the offer.

(7) If the contract was not concluded in writing, the insurer shall issue a document (including the policy) with the same content as the contract concluded in accordance with the provisions of this Section and make it available to the contracting party or accessible to him.

§ 7

(1) The insurance contract shall be concluded on the last day of the insurance period (insurance anniversary), at least 30 days before that date.

- a) the insurer in writing,
- b) the contracting operator may terminate the contract in writing or – based on the agreement of the parties – electronically without giving reasons.

(1a) Termination shall take effect if it reaches the other party within the deadline.

(2) Within the insurance period – in addition to the cases specified in this Act – the contract may only be terminated by mutual agreement of the parties.

(3) The contract shall terminate upon loss of interest upon the withdrawal of the vehicle from circulation, in the event of a change of operator, or in the event of a suspension if the vehicle is not put back into service within one year from the date of withdrawal.

(3a) If the change in the identity of the operator – based on a decision made in a litigious, non-litigious procedure or in an official procedure – occurs in such a way that the date of transfer of ownership or the termination of the operator's right is registered in the vehicle register as a date prior to the decision made in a litigious, non-litigious procedure or in an official procedure, the contract – in derogation from paragraph (3) – shall terminate with loss of interest on the thirtieth day following the entry into force of the decision made in a litigious, non-litigious procedure or the finality of the decision made in an official procedure, provided that the contract has not yet terminated for any other reason by that date.

(4) The contract shall terminate upon loss of interest in the event of a transfer of ownership, if there is a change in the identity of the operator obliged to conclude the contract.

(5) If the change of operator occurs due to the termination of the legal entity by legal succession or – pursuant to Act CXV of 2009 on Sole Proprietorship and Sole Proprietorship – the termination of the right to pursue sole proprietorship activities due to the establishment of a single-member limited liability company, the contract shall not be terminated by loss of interest.

Section 8

(1) In relation to vehicles registered in the vehicle register, the insurer affected by the existing insurance shall be notified electronically by the policy registration body, simultaneously with the registration of this fact in the vehicle register, of the withdrawal of the vehicle from circulation, the first and repeated placing of the vehicle in circulation, and of any change affecting the ownership of the vehicle – including the date of the previous owner (transferor) fulfilling the notification obligation related to the change of ownership specified in a separate legal regulation – in the vehicle register, and of the registration of any change affecting the operator and the operator registered in the vehicle register, for the purpose of performing its duties, and the insurer shall take this notification into account in the performance of its duties.

(1a) With regard to vehicles or license plates registered with temporary license plates, the insurer affected by the existing insurance shall be notified electronically by the policy registration body of the entry in its register of the issuance, start and end of the validity period and revocation of the temporary license plates for the purpose of performing its tasks as prescribed by this Act, and the insurer shall take this notification into account in the performance of its tasks.

(2) The operator of a vehicle not included in the vehicle register is obliged to present the document certifying the revocation of the official permit, the transfer of ownership or the change of operator, and the declaration certifying the final termination of participation in traffic to the insurance company within 15 days.

(3) The insurer shall – except in the case of termination due to non-payment of premiums – inform the operator in writing of the fact of termination of the insurance contract and of the bonus-malus classification of the terminated contract as specified in a separate decree, within 30 days of the termination or of the date of becoming aware of it.

(4) Hungarian law shall apply to the contract.

(5) The provisions of the Civil Code shall apply to the contract unless this Act contains a different provision.

Section 9

(1) When concluding the contract, the operator is obliged to inform the insurer of all circumstances relevant to the insurance, in particular – in the case of an existing contract, the starting date of the new insurance period or fixed term following the last day of the insurance period or term, and in the case of a change of insurer, the name of the insurer providing cover for the previous insurance period and the number of the document certifying the insurance, as well as



– if the operator already has it – the claims history system identification number.

(2) When concluding a contract, the operator is obliged to provide the insurer or its representative with the data necessary to determine the underinsurance premium.

(3) The contract concluded by the person named as the operator by the owner of the motor vehicle as defined in Section 4(3) shall enter into force at the time of the creation of the operator's right – registered in the vehicle register – but at the earliest at the time specified in the insurance contract, or failing that at the time of the conclusion of the contract. If the operator's right is not registered within 30 days of the conclusion of the contract, the contract shall be terminated.

(4) The operator is obliged to notify the insurer of any changes to the data indicated in the insurance certificate within 8 days.

§ 10

(1) Any additional insurance contract concluded for the same insurance period or part of the same insurance period shall be invalid.

(2) If the insurance company's activity permit for the provision of compulsory motor vehicle liability insurance has been revoked and the Supervision has published the decision on the revocation or the supervisory information specified in Section 289 (6a) of the Insurance Act on its website, the contracting party may conclude a new contract with another insurance company without terminating the contract affected by the revocation of the activity permit – with reference to the revocation of the activity permit. The contract affected by the revocation of the activity permit – if it has not been terminated earlier – shall terminate on the day preceding the date on which the new contract commences to bear the risk.

(3) If the insurance contract has been terminated with the insurance company referred to in paragraph (2) of Section 5, any insurance company may accept the offer of the contracting party to conclude a contract providing coverage for the remaining part of the given insurance period.

§ 11

(1) In the case of a contract concluded for a vehicle fleet, the contracting parties may deviate from the provisions of this Act regarding the establishment, termination, insurance period and premium payment of the contract.

(2) The insurer shall establish the premium in relation to the contract concluded for the fleet on the basis of the premium tariff applicable on the starting date of the insurance period or duration. The insurer may not change the premium thus established during the given insurance period.

(3) The insurer shall be obliged to publish its premium tariff applicable to the fleet contract from a predetermined date, beyond a period of sixty days from the date of publication, in the manner specified in the decree of the President of the Hungarian National Bank, on the website of the Authority, and to publish it simultaneously with the publication of the announcement on its own and MABISZ websites. In case of discrepancy, the tariff published on the website of the Authority shall apply.

(4) A fixed-term contract may be concluded for a vehicle fleet, regardless of the categories and types of vehicles belonging to the fleet.

(5) The insurance company may deviate from its premium tariff established pursuant to paragraph (2) and announced pursuant to paragraph (3) in its tender submitted within the framework of the public procurement procedure, containing its offer for a contract to be concluded for a vehicle fleet, and in the contract concluded on the basis thereof.

§ 12

The insurance covers the examination of liability issues and the satisfaction of substantiated claims for compensation made against insured persons for damages caused during the operation of the vehicle specified in the insurance contract.

§ 13

(1) In relation to an insured event, regardless of the number of injured parties, the insurer shall be liable for up to a limit of one million to three hundred thousand euros in forints per loss event in the case of property damage, and up to a limit of six million to four hundred and fifty thousand euros in forints per loss event in the case of personal injury, which amounts include claims that can be enforced on any legal basis in connection with the loss event, the costs of enforcing the claim (including legal representation costs), and interest for the period that has elapsed up to the date of performance.

(2) If the insured caused the damage in the territory of another Member State or in the territory of the countries of the Green Card system with whose national offices the Hungarian National Office has concluded an agreement, the extent of the insurer's liability shall be in accordance with the motor vehicle liability insurance legislation of the country where the damage occurred. If the extent of the insurer's liability specified in the contract is higher than the extent prescribed in the country where the damage occurred, the insurer's liability shall be up to the amount agreed in the insurance contract.

(3) Several damage events occurring for the same reason, directly causally related and connected in time, shall be considered as one insured event.

§ 14

(1) If several entitled parties have well-founded claims for compensation in connection with an insured event that exceed the amount specified in Section 13 (1)-(2), the compensation claims shall be paid in proportion to the total claims for compensation in relation to the amount specified for each claim.

(2) If there is an obligation to pay annuities as compensation, the capital value of the annuity shall be taken into account when dividing the insurance sum. If the capital value of the annuity payments expected in the future is higher than the amount available from the insurance sum specified in the contract, the insurer shall determine the amount of the annuity by proportionally reducing the capital value of the annuity payments.

(3) If, as a result of the insured event, the amount per loss event specified for the given type of damage (property damage or personal damage) is exceeded,



amount is exhausted, the injured party who was not taken into account when the insurance amount was distributed may only assert a claim for compensation if the insurer ignored it for reasons not attributable to the injured party. In this case, the damage must be compensated by redistributing the insurance amount determined for the given type of damage in such proportion as the injured party could have received from it when the insurance amount was distributed.

(4) The insurer must follow the procedure set out in paragraph (3) even if the claim for compensation of one or more injured parties arises or increases after the distribution of the insurance sum for reasons not attributable to the injured party (e.g. deterioration of health).

(5) If the insurer compensates the loss of the injured party not taken into account under (1)–(4) has been compensated in accordance with the provisions of paragraphs 1 and 2, due to the redistribution of the insurance amount, the insurer is entitled to reclaim from the other affected injured parties the amount of compensation exceeding the new compensation rate from the compensation previously paid to them within 5 years following the payment. The insurer is obliged to inform the injured party in writing of the possibility of redistribution during the claim settlement, simultaneously with the first claim payment.

(6) If the claim for compensation of one or more injured parties decreases compared to that taken into account when the insurance amount was divided as specified in paragraph (1), in that case the other injured parties shall be entitled to compensation corresponding to the new compensation ratio resulting from the redistribution of the insurance amount.

Section 15

The insurance does not cover damage caused by:

- a) the damage was caused by objects placed in the vehicle, if these are not objects intended for the personal use of the persons travelling in the vehicle;
- b) the damage occurred in the vehicle;
- c) it arose as material damage or lost profits arising from the claims of the insured parties of the damaging vehicle against each other;
- d) caused by the effects of radioactive, toxic substances and products, or by measures taken by health authorities to eliminate the harmful effects of radiation;
- e) without an accident, the vehicle is east of the road surface
held hands;
- f) caused by the use of the vehicle as a work machine in a manner other than its intended purpose as a means of transport or transportation;
- g) has been deleted;
- h) it is considered an occupational accident and occurred during repair or maintenance work on the vehicle;
- i) motor racing or the training required for it
it happened to him;
- j) caused by environmental pollution without a vehicle accident;
- k) caused by continuous damage to other property or resulting from deterioration of the condition of the vehicle;
- l) war, act of war, act of terrorism
It arose as a result of a conflict.

§ 16

(1) In the case of vehicles subject to a permanent registration permit, the insurance contract shall have an indefinite duration.

(2) In the case of motor vehicles with a temporary registration permit or temporary registration permit, slow vehicles with a registration card, four-wheeled mopeds (quads), other motor vehicles as defined in the PM Decree on vehicle categories applied in compulsory motor vehicle liability insurance, and motor vehicles not required to be registered, and in the case specified in Section 4(7), a fixed-term contract specified in the insurance contract may be concluded.

(2a) A fixed-term contract concluded for slow vehicles with a registration certificate, four-wheeled mopeds (quads), other vehicles pursuant to the PM Decree on the categories of vehicles used in compulsory motor vehicle liability insurance, and vehicles not required to be registered may be extended for a new period following the expiry of the period - at a fee according to the fee schedule applicable on the starting date - based on an agreement between the parties.

(3) In the case of agricultural machinery (slow-speed vehicle) specified in the Ministerial Decree on road transport administrative tasks and the issuance and revocation of road transport documents, a contract of indefinite duration may be concluded.

§ 17

(1) In the case of contracts of indefinite duration, the insurance period is one year, and in the case of contracts renewed as defined in Section 5(2), the period extending until the end of the insurance period under the terminated contract.

(2) The insurance anniversary shall be indicated on the insurance certificate.

(3) The first day of the insurance period – with the exception of contracts that enter into force during the period of suspension – is the beginning of risk bearing.

(4) The insurer shall inform the contracting party in a written notification sent no later than the fiftieth day before the last day of the insurance period about the insurance anniversary and the expected premium for the next insurance period, based on the data available at the time of the notification, according to the premium tariff.

(4A) In the written notice, the insurer shall inform the contracting party in a manner suitable for drawing attention to the fact that:

- a) its fee schedule – pursuant to Section 23 (3a) – may only contain a distinction in its favour from the point of view that the contract qualifies as a contract subject to modification pursuant to Section 24 (1), and
- b) how the contract amended pursuant to Section 24(1) is amended in favour of the contracting party in terms of Section 23(3a).

(5) The notification specified in paragraph (4) may also be made electronically, based on the consent of the contractor.



Section 18

The territorial scope of the insurance contract covers the territory of the Member States and the territory of those countries of the green card system with whose national office the Hungarian National Office has concluded a bilateral agreement in accordance with the Internal Regulations.

Section 19

(1) The insurer's risk coverage (insurance cover) shall commence on the date specified by the parties in the contract, or in the absence thereof, on the date of conclusion of the contract, or in the case of a contract concluded by an operator as defined in Section 4(3), on the date of the operator's entitlement – as registered in the vehicle register – but at the earliest on the date specified in the insurance contract, or in the absence thereof, on the date of conclusion of the contract.

(2) In order for the insurer's risk bearing to commence before the conclusion of the insurance contract, a written declaration of acceptance by the insurer or a person authorized by it is required.

(3) A contractual (insurance) condition determined unilaterally by the insurer, without the participation of the other party and not individually negotiated, is null and void if it contains a clause that the insurer will bear the risk only after the payment of the premium (first premium installment), excluding the case where the insurer makes the immediate payment of the premium (first premium installment) an unavoidable part of the bidding process.

(4) The insurer's risk coverage shall continue during the grace period specified in Section 21(4).

(5) In the event of termination of the contract due to loss of interest, the insurer's risk coverage shall cease at the time of withdrawal from circulation, permanent cessation of participation in circulation, transfer of ownership in the event of a change in the person of the operator obliged to conclude the contract, or the termination of the operator's authority - as recorded in the vehicle register.

(5a) In the event of termination of the contract due to loss of interest as defined in Section 7, Subsection (3a), the insurer's risk coverage shall cease on the thirtieth day following the entry into force of the decision made in a litigious or non-litigious procedure or the finality of the decision made in an official procedure, provided that the contract has not been terminated for any other reason by that date.

(6) In the event of termination of the contract by mutual agreement, the insurer's risk coverage shall cease at the time of termination of the contract, and in the event of termination of the contract at the end of the insurance period, on the closing date of the insurance period.

(7) In the event of termination of the contract as specified in Section 21(4), the insurer's risk coverage shall cease on the closing date of the grace period.

(8) In the event of the termination of the contract affected by the revocation of the activity permit as specified in Section 10(2), the insurer's risk coverage shall cease on the day preceding the date of commencement of risk coverage of the new contract.

(9) The start of the risk bearing of the new contract pursuant to paragraph (8) may not be earlier than the start of the activity period.

date of publication of the supervisory notice on the withdrawal of the license.

Section 20

(1) The insurance premium shall be paid in advance to the insurer for the duration of the risk.

(2) The insurer may demand payment of the insurance premium due up to the date of termination of its risk coverage.

(3) The insurance premium for fixed-term insurance contracts is paid to the insurer in a lump sum for the duration of the insurance (single premium).

Section 21

(1) The first premium installment and subsequent premium installments of the insurance shall be due on the dates specified by the parties in the contract. Failing this, the first premium installment shall be due upon the conclusion of the contract and the subsequent premium installment shall be due on the first day of the given premium payment period.

(1a) If the premium is modified in the event of a change as specified in Section 23(2), or if the premium already paid by the contracting party is subsequently settled against another debt due to a change in legislation, the operator shall pay the premium difference – in the absence of a different agreement between the parties – together with the next insurance premium instalment due – within a period of 30 days in the event of full payment of the premium for the insurance period.

(2) The one-time fee shall be paid upon conclusion of the contract, unless otherwise agreed by the parties.

(3) The insurer is entitled to the interest established in the contract for the period of late premium payment.

(4) If the due insurance premium is not paid, the insurer shall, within the thirtieth day from the due date of the premium, send the contracting party a notice of payment in a verifiable manner, with a further period of sixty days from the due date of the premium, in addition to warning of the consequences. Upon the unsuccessful expiry of the grace period, the contract shall be terminated on the sixtieth day from the due date, unless it has already been terminated for other reasons.

(5) The insurer is obliged to send a verifiable notification to the operator of the termination of the contract within 15 days if the termination of the contract occurred due to non-payment of premiums.

(6) In the case specified in Section 5(3), the contracting party shall, upon conclusion of the contract, pay the premium due for the remaining part of the given insurance period in respect of the renewed contract and – if it has not yet been paid – the premium due for the grace period in respect of the contract terminated due to non-payment of premium.

(7) In the event of termination of the contract due to non-payment of premiums pursuant to paragraph (4), the insurer shall comply with its obligation to notify the policy registry pursuant to Section 49 within eight working days of the termination of the contract.



Section 22

(1) The operator is obliged to pay the undercoverage fee.

(2) The full underwriting premium shall be calculated and collected by the insurer that concludes a contract with the operator after the underwriting period. When calculating the underwriting premium, the insurer may take into account the underwriting period of the last five years.

(3) The insurer shall calculate the undercoverage premium immediately after obtaining information about it.

(4) When calculating the underinsurance premium, the published premium rate for the year in which the underinsurance period falls shall be applied; the premium rate of the insurance company collecting the premium shall not be applied.

(5) The operator shall pay the undercoverage premium calculated in accordance with the provisions of paragraphs (3) and (4) together with the due insurance premium installments within a period of 30 days in the case of a lump sum payment of the total premium for the insurance period. The insurer may offer the option of paying in installments if the period affected by the undercoverage exceeds 120 days.

(6) If the operator fails to comply with the obligation specified in paragraph (5), the provisions specified in paragraph (4) of Section 21 shall apply.

(7) The manager of the Compensation Account shall announce the rate of the under-coverage fee – calculated for one calendar year based on the compensations paid by the Compensation Account and the procedural costs related to the compensations – by vehicle category, no later than the forty-fifth day before the end of the calendar year, in the manner specified in the decree of the President of the Hungarian National Bank, and shall simultaneously publish it on the website of the Authority. In case of deviation, the rate announced on the website of the Authority shall apply.

(8) The manager of the Compensation Account is entitled to collect any underpayment premium that has not been invoiced due to loss of interest or for any other reason, or that has been invoiced by the insurer and not paid in part or in full by the operator.

(9) When determining the rate of the under-coverage fee calculated in accordance with the provisions of paragraph (7), the manager of the Compensation Account shall establish a separate, fair rate for the case specified in paragraphs (11)–(12) of Section 36.

Section 23

(1) The insurer shall establish the premium for each individual contract on the basis of the announced premium tariff applicable on the starting date of the insurance period or duration and may not change it during the given insurance period, unless otherwise provided by law, unless the contract premium deviates from the premium to be determined according to the premium tariff due to the breach of the contractual operator's obligation to communicate or cooperate at the time of conclusion of the contract.

(2) In the event of a breach of the contractual operator's obligation to communicate or cooperate at the time of conclusion of the contract, the contract fee shall be paid at the latest

within sixty days after the start of the risk coverage, with simultaneous notification to the operator - taking into account the facts existing at the time of conclusion of the contract - it may be amended with effect from the start of the risk coverage according to the premium rate applicable on the starting date of the insurance period or duration.

(3) The insurer shall be obliged to publish its premium tariff applicable to each individual contract from a predetermined date, beyond a period of sixty days from the date of publication, on the website of the Authority in the manner specified in the decree of the President of the Hungarian National Bank, and to publish it on its own and MABISZ websites simultaneously with the publication of the announcement. In case of deviation, the tariff published on the website of the Authority shall apply.

(3A) The insurance company's premium schedule specified in paragraph (3) may only contain a distinction in favor of the holder of a contract modified pursuant to paragraph (1) of Section 24, with respect to whether the contract qualifies as a new contract or as a contract modified pursuant to paragraph (1) of Section 24.

(4) The insurer shall make its insurance conditions and applicable premium rates continuously available in its customer reception areas and on its website.

(4A) When making the information available as specified in paragraph (4), the insurer shall also indicate in a manner that is suitable for drawing attention – in relation to its premium rate – that its premium rate to be applied as specified in paragraph (3) may only include a distinction in favour of the holder of a contract amended pursuant to paragraph (1) of Section 24, in terms of whether the contract qualifies as a new contract or as a contract amended pursuant to paragraph (1) of Section 24.

(5) If the insurer provides motor vehicle liability insurance as a cross-border service and does not have an organizational unit in Hungary, it shall ensure that the information referred to in paragraph (4) is posted for inspection at the registered office or place of residence of the claims representative.

§ 24

(1) During the term of the contract of indefinite duration, the insurance premium shall be adjusted with effect from the first day of the next insurance period according to the premium rate applicable on the starting date of the insurance period, and it may not be changed during the given insurance period.

(2) Deviations from the provisions of paragraph (1) may only be made if expressly permitted by law.

Section 24/A

(1) The Authority shall promote the achievement of the objectives set out in Section 4(9) of Act CXXXIX of 2013 on the Hungarian National Bank (hereinafter referred to as the MNB Act) and the implementation of the MNB Act. In order to perform its tasks specified in Section 39(1)(i) and (p), it shall establish and operate a contract and claims database (hereinafter referred to as: CCDB) covering compulsory motor vehicle liability insurance, related to the determination of premium rates.



(2) For the operation of the CCTA, the Authority uses the data received within the framework of the data provision pursuant to Section 269(13) of the Act, provided that the CCTA does not contain personal data.

(3) The CCTA shall contain the following data sets, in accordance with paragraph (2):

- a) identifiers of contracts and partial damages,
- b) the type of contracts (contractor, vehicle)
amount of money type characteristics,
- c) fee information relating to contracts,
- d) non-monetary characteristics of partial damages,
- e) data on claims payments and claims reserves,
- f) data relating to the date of entry into force of variable file-type data and the date of occurrence of process-type data.

(4) In order to perform the actuarial calculations necessary for the mandatory premium advertisement prescribed in Section 23(3), an insurer providing data pursuant to Section 269(13) of the Act may request aggregated contract and claims data from the KKTA free of charge.

(5) The Authority shall comply with the data request pursuant to paragraph (4) in an aggregated form so that the data remains sufficiently detailed for the performance of actuarial calculations, but does not contain personal data or business secrets and does not enable the identification of insurers.

(6) The scope of data that may be requested by the insurance company pursuant to paragraph (4) includes the following:

- a) the type of contracts (contractor, vehicle)
amount of money type characteristics,
- b) non-monetary characteristics of partial damages,
- c) data on claims payments and claims reserves,
- d) data relating to the date of entry into force of variable file-type data and the date of occurrence of process-type data.

(7) For the data request pursuant to paragraph (4), the Authority shall create an electronic query interface, to which only the Authority and the insurer shall have access.

(8) The detailed rules regarding data requests shall be laid down in a decree by the Governor of the Hungarian National Bank.

Section 25

(1) The operator is entitled to a premium discount (bonus) adjusted to the claim-free period and is obliged to pay a premium surcharge (malus) adjusted to the number of damage events caused and triggering the insurer's obligation to perform.

(2) Insurers are obliged to use claims history data, operate a bonus-malus system based on claims history data, and issue claims history certificates, as specified in a separate regulation.

§ 26

(1) The insurer's risk coverage for vehicles included in the vehicle register shall be suspended if the vehicle has been temporarily withdrawn from circulation at the request of the operator or as a result of ex officio proceedings.

(2) The insurance company shall be notified electronically by the policy registration body of the fact of the temporary withdrawal specified in paragraph (1) and of its starting and ending date.

(3) The suspension shall last from the date of withdrawal in accordance with the dates specified in paragraph (2) – in the case of temporary withdrawal ex officio, from the date specified in paragraph (6) – until the date of expiry of the suspension or until the date of re-registration of the vehicle, but not more than one year.

(4) If the re-commissioning does not take place within one year from the date of withdrawal, the contract shall terminate on the day following the last day of the one-year period.

(5) The due date for payment of the fee installment following the suspension shall be the date of termination of the suspension, unless otherwise agreed by the parties.

(6) In the event of a suspension resulting from temporary withdrawal ex officio, the insurer shall inform the operator within three working days of the notification specified in paragraph (2) of the fact of the suspension of risk coverage – which occurs on the eighth working day following the notification – and of the consequences of any damage that may occur.

(7) During the period of suspension, the operator is not obliged to keep the contract in force by paying the fee continuously.

(8) There is no need for a pause in the operation of vehicles not included in the vehicle register.

§ 27

The insurer, the manager of the Compensation Account, the National Office, the claims settlement agent and the Compensation Organization shall compensate for the damage caused during the operation of the vehicle in accordance with the provisions of this Act. This compensation shall not affect the further claim for compensation of the injured party that may be asserted under the rules of liability for damage caused by breach of contract of the Civil Code.

§ 28

(1) The injured party is entitled to assert his claim for compensation under this Act, within the framework of the insurance contract, directly against the insurer of the operator of the vehicle causing the damage, or in the cases specified in this Act, against the manager of the Compensation Account.

(2) An injured party residing (registered office) in the territory of another Member State may bring an action against the insurer of the tortfeasor residing (registered office) in the territory of Hungary in the Member State of his/her residence (registered office) or in the Member State where the accident occurred, if the accident occurred in a country of the Green Card system other than the injured party's residence (registered office).

(3) The injured party may, at its option, enforce claims against the insurer against the claims representative with legal force extending to the insurer.

(4) In the event of an accident caused by a vehicle combination consisting of a trailer and the vehicle towing it – if the trailer can be identified but the towing vehicle cannot be identified – the trailer



The insurer, provided that it is not obliged to compensate the full damage, shall inform the injured party immediately upon request.

a) the name of the insurer of the vehicle towing the trailer, or b) – if the insurer of the trailer cannot identify the insurer of the vehicle towing the trailer – the liability of the Compensation Account.

Section 29

(1) Upon the occurrence of an insured event, the parties to the accident shall be obliged to provide each other on the spot with the data necessary for the identification of the person, the vehicle and the insurance contract, as well as information relating to the essential circumstances of the accident. The data thus provided may be forwarded exclusively to the insurance company, the National Office, the Compensation Account Manager, the Compensation Organization, MABISZ as the operator of the e-claims reporting system, the correspondent, the claims settlement agent, the claims representative, the health insurance body, the pension insurance body, and shall be handled in accordance with the rules of the Bit. on insurance secrecy.

(2) The injured party shall notify the insurer of the damage within 30 days of its occurrence or of its becoming known. In the event of failure to meet the deadline, unless the injured party proves that it was not due to his own fault, the legal consequences of late performance shall not apply to the insurer, the claims settlement agent, the correspondent, the manager of the Compensation Account, the claims representative and the National Office for the period between the occurrence of the damage and the notification of the damage.

(3) The Compensation Fund shall cover the claims of the injured party against the insurance company under liquidation, in the event of the insurance company's insolvency in the context of the law and taking into account the provisions of this Act relating to the enforcement of claims for compensation.

Section 30

(1) The insured is obliged to report the loss event in writing to his/her insurance company within 5 working days, providing the data necessary for the settlement of the loss event, describing the relevant circumstances, and indicating the body conducting the official (police) procedure related to the loss event.

(2) An operator who does not have a valid insurance contract providing coverage shall be obliged to report the matters specified in paragraph (1) to the manager of the Compensation Account within 5 working days. If the injured party – based on information from the other party to the accident or the acting authority – makes the report to an insurance company with which the operator of the vehicle does not have a valid insurance contract providing coverage at the time of the damage event or if the existence of the contract is disputed and no other insurer – providing insurance coverage – is involved, the insurer shall be obliged to forward the report – without taking any further action – to the manager of the Compensation Account within 8 working days of its receipt and to inform the injured party thereof at the same time. The starting date of the 15-day or 3-month period specified in Section 31 is the working day following the date of receipt of the documents or the notification by the Compensation Account Manager.

(3) The insured is also obliged to report within 5 working days if any legal or non-legal proceedings have been initiated against him/her in connection with the loss event. The insurer is entitled to ensure the representation of the insured in such proceedings.

(4) An operator who does not have a valid insurance contract shall notify the manager of the Compensation Account of the matters specified in paragraph (3) within 5 working days. The manager of the Compensation Account shall be entitled to ensure the representation of the operator who does not have a valid insurance contract in this procedure.

(5) The deadline for reporting a loss event that occurred abroad shall be calculated from the date of arrival home.

(6) At the request of the insurer, the National Office, the manager of the Compensation Account, the claims representative and the correspondent, for the purpose of conducting the claims settlement procedure, the proceeding authority shall provide information on the status and outcome of the procedure related to the damage event, the personal data of the injured party and the tortfeasor – as defined in Section 46, Paragraph (2), Point a), the official registration of the vehicle, the name of the insurer, the number of the document certifying the insurance, and the basic data necessary for the settlement of claims for compensation in relation to the damage event in relation to the specific case.

Section 31

The insurer, its claims settlement agent, correspondent, claims representative, the manager of the Compensation Account and the National Office are obliged to provide the necessary information for the settlement of claims within 15 days of receipt of the documents, but in the absence of receipt of these documents, no later than three months from the submission of the claim for compensation, the injured party shall be informed:

- a) make a duly justified proposal for compensation in cases where liability is not disputed and the damage has been determined in accordance with the provisions of Section 13 (1)-(2), per legal title (including information on interest), or
- b) provide a reasoned response to the individual claims included in the claim for compensation in cases where liability is not acknowledged, or is unclear, or the total amount of damage has not been determined.

Section 32

(1) The insurer shall establish the validity of the claims for compensation based on a comparison of the insured's declaration of liability and the available facts and data, in proportion to the insured's liability for compensation.

(2) The final judgment rejecting the injured party's claim for compensation shall also apply to the insured party – in the cases specified in Section 35(1), the operator and the driver – if it was issued by the court in a lawsuit between the injured party and the insurer, the claims representative, the National Office or the manager of the Compensation Account.

(3) In the case of a lump sum monetary compensation, the insurer, the manager of the Compensation Account, is obliged to pay the determined amount to the injured party within 15 days of the acceptance of the compensation proposal or the final award of compensation.



Section 32/A

(1) In the event of damage to a vehicle, the insurer shall prepare a preliminary calculation of the net or gross amount of the restoration costs and expenses that it can reimburse, or – if the condition for payment of depreciation exists – of the amount corresponding to the extent of the depreciation, and shall inform the injured party thereof.

(2) The insurer may reimburse the amount of the costs necessary to repair the damage to the vehicle, increased by general value added tax, to the injured party only if the invoice presented by the injured party contains the description of the work necessary to repair the vehicle, the cost of materials and the labor costs, and complies with the provisions of the Act on Accounting, except if the injured party, taking into account traffic safety aspects, wishes to freely dispose of the net compensation amount in accordance with paragraph (1) instead of having the vehicle repaired. If the condition for payment of depreciation exists, the insurer shall reimburse the amount of depreciation in accordance with paragraph (1). In the event of an economic total loss or if the restoration of a vehicle damaged as a result of the damage event is not possible for technical reasons, the insurer shall compensate the injured party for the damage based on the amount of the market value of the vehicle at the time of the damage reduced by the residual value (scrap value).

Section 33

If the insurer, the National Office or the administrator of the Compensation Account has compensated the damage, it shall be entitled to the rights that the insured party – in the cases specified in Section 35 (1), the operator and the driver – had against the person responsible for the damage, up to the amount reimbursed.

Section 34

(1) The insurer, the National Office and, in the case of an advance payment as specified in Section 36(6), the manager of the Compensation Account may claim reimbursement of the compensation amount paid by it:

- a) from the driver who drove the vehicle without the permission of the operator or the other lawful user;
- b) from the insured, or in the case of joint damage caused by several insureds, from any one of them, if the damage was caused unlawfully and intentionally;
- c) from the driver, if he drove the vehicle under the influence of alcohol or a substance that adversely affects driving ability, or from any insured person, if he handed over the driving of the vehicle to such a person, unless he proves that the driver could not have recognized his state of being under the influence of alcohol or a substance that adversely affects driving ability;
- d) from the driver, if he did not have a license to drive the vehicle, or from any insured person, if he handed over the driving of the vehicle to such a person, unless he proves that he had good reason to assume that the driver had a license in the case of a licensed driver;

- e) from the operator if the accident was caused by the seriously neglected technical condition of the vehicle;
- f) from the driver, if the damage was caused by failure to provide assistance or by intentional endangerment committed in the course of his/her occupation;
- g) from the operator or the driver, if he/she failed to fulfill his/her obligation to notify, report changes or report damage at the time of conclusion of the contract, upon the occurrence of the insured event, or otherwise, to the extent that this affected the payment obligation.

(1a) The National Office and the manager of the Compensation Account may demand reimbursement of the compensation amount paid by them from the operator or the driver if the damage was caused by a vehicle specified in Section 4, Subsection (8).

(2) If the insured person is liable for compensation in the cases listed in point c) of paragraph (1) and the driver in point f), within the framework of the services provided, the insurer, the National Office and the manager of the Compensation Account may enforce their claim up to a maximum of HUF 5 million in relation to an insured event.

(3) If the insured person is obliged to pay compensation in the case specified in paragraph (1) d) and the operator in paragraph (1) e) in relation to an insured event, within the framework of the services provided, the insurer, the National Office and the manager of the Compensation Account may enforce their claim up to a maximum of HUF 1.5 million.

(4) If the operator or driver proves that he did not intentionally breach his obligation specified in point g) of paragraph (1), the insurer, the National Bureau and the manager of the Compensation Account may enforce his claim within the framework of the service provided by him up to a maximum of HUF 500 thousand.

(5) The insurer, the National Office and the manager of the Compensation Account may not assert any claim for compensation against the heirs of the deceased insured.

II. RULES CONCERNING THE BONUS-MALUS SYSTEM

The relationship between the contracting parties is also regulated by Law No. 21/2011. (VI. 10.) Decree of the Ministry of National Economy on the bonus-malus system, classification therein, and the rules for issuing damage history certificates.

§ 1

For the purposes of this Regulation:

- 1. claimant:** the operator of the insured vehicle requesting a certificate regarding the claim history data (fact of no claims);
- 2. claim history data:** the date on which the liability for compensation recognized by the insurer or finally awarded against it became known (the date of the first payment of compensation or the date on which the judgment against the insurer became final) in relation to the damage that occurred during the compulsory motor vehicle liability insurance contractual relationship between the vehicle operator and the insured vehicle and which served as the basis for the claim for compensation,



the fact and date of repayment of the paid compensation amount within the specified deadline, the verified fact of indemnity;

3. new entrant operator: the operator concluding the contract who has not been in a liability insurance contractual relationship as an operator in the given vehicle category in relation to a vehicle located in Hungary in the 2 years prior to the conclusion of the contract.

§ 2

(1) The bonus-malus system applies to passenger cars, motorcycles, buses, trucks, tractors and agricultural tractors.

(2) The bonus-malus system for the vehicle categories referred to in paragraph (1) consists of an A00 base, 10 bonus and 4 malus classes.

(3) For the purpose of setting premiums, the insurer shall assign individual contracts to one of the bonus-malus classes (classification) in the manner specified in the table in Annex 1, based on the claims history data for the period between the insurance period immediately preceding the new insurance period and the starting date of the new insurance period.

(3A) In addition to using claims history data for the purposes of classification pursuant to paragraph (3), the insurer may also take into account claims history data as an additional correction factor according to the premium tariff.

(4) The insurer is obliged to register its individual compulsory motor vehicle liability insurance contracts according to the bonus-malus system.

§ 3

(1) In relation to the contract concerned, the advantages and disadvantages of the bonus-malus system are attached to the person of the contracting operator, regardless of who drove the operator's vehicle.

(2) A classification achieved in connection with an insurance contract may not be used for other vehicles operated in parallel by the operator during the term of the contract.

(3) If the given vehicle is used illegally and a criminal complaint is filed in this regard, the damage caused to the vehicle by the unauthorized user shall not affect the classification of the contract.

§ 4

(1) The contract of a new operator entering the system is classified as A00, except for the contract concluded taking into account the claim history certificate.

(2) The classification of the contract shall not change within a given insurance period, except for the cases specified in paragraphs (4) and (5), in paragraphs (3) to (5) of Section 5, and in paragraph (3) of Section 7.

(3) The classification shall be increased by one class in the following insurance period if the vehicle covered by the contract had insurance cover for at least 270 days during the period between the insurance period immediately preceding the new insurance period and the starting date of the new insurance period and during this period the operator was not liable for damages in respect of the vehicle concerned – regardless of the date of the damage.

The date of the claim (the date of the first claim payment or the final judgment against the insurer) was not known.

(4) The insurer shall take into account the classification obtained by the operator in relation to the given contract within 2 years after the termination of the contract when classifying a new contract for a vehicle belonging to the same vehicle category. In the event of termination of the contract due to non-payment of premiums, the classification may not be transferred to a contract concluded for another vehicle.

(5) If the operator already has a contract for a given vehicle and during its term concludes a contract for another vehicle belonging to the same vehicle category, the new contract shall be classified as class A00. If the contract for the vehicle with a more favourable classification is terminated due to loss of interest, the classification acquired under the terminated contract may be applied to another contract of the given operator within 2 years from the day following the termination – also within the insurance period – taking into account the number of insurance claims that became known during the period between the start date of the insurance period affected by the previous classification of the vehicle with a more favourable classification and the date of validation.

§ 5

(1) The insurer shall determine the preliminary classification of the contract based on the operator's declaration; in the absence thereof, the contract shall be preliminary classified in class A00.

(2) The insurer is obliged to query the data necessary for the bonus-malus classification of the contract from the claims history register specified in Act LXII of 2009 on compulsory motor vehicle liability insurance (hereinafter: claims register) within the period between 15 and 30 days following the start of the insurance period. The insurer shall carry out the identification in the claims register based on the official indication provided by the operator and the number of the document certifying the previous insurance or the claims system identification number, and shall determine the classification based on the data available in the claims register for the immediately preceding insurance period (duration of risk bearing, claims history data).

(3) The insurer shall determine the final classification of the contract within 45 days of the start of the insurance period with effect from the start of the insurance period, simultaneously enter the bonus-malus classification in the claims register and notify the operator of the premium according to the classification, if it differs from the classification according to the operator's declaration.

(4) If, based on the operator's notification, the data required for the classification of the contract cannot be identified in the claims register by the 30th day following the start of the insurance period, the insurer shall notify the operator of this fact within 15 days. If, after the 60th day following the start of the insurance period, the data are still not identifiable in the claims register, the insurer shall determine the final classification of the contract in class A00 within 15 days with effect from the start of the insurance period and shall notify the operator of the premium according to the classification.



(5) If the insurer becomes aware that the operator, in order to obtain a more favorable classification, provides false information regarding either the identification of the vehicle or the classification of the contract, as a result of which identification in the claims register becomes impossible, the insurer shall classify the contract in class M04.

Section 5/A

If, as provided for in Section 5(4), an insurer has determined the final classification of the contract in class A00 due to a discrepancy between the data in the claims register or related register and the data in the contract containing the actual data, and the data necessary for the identification and classification of the contract are available later in the claims register system, the insurer of the insurance period affected by the time of correction of the data shall be obliged to determine the final classification of the contract based on the data in the claims register with effect retroactive to the beginning of the given insurance period.

§ 6

(1) The insurer is obliged to take into account the claim history certificate submitted in accordance with the rules applicable to classification, if the certificate contains the period registered with the given insurer, the exemption from claims, or the fact that the operator has caused damage during the term of the contract, which has been acknowledged by the insurer or has been finally adjudicated against him.

(2) When classifying, the insurer may only take into account the certificate or certificates relating to the last, continuous period of time.

§ 7

(1) The operator is entitled to pay the full amount of compensation to the insurer within 45 days of the insurer's written notification of the full amount of compensation to be paid.

(2) If the operator has paid the full amount of compensation to the insurer, this shall be taken into account for the purposes of classification as if no liability for compensation had arisen on the part of the insurer.

(3) If the compensation obligation forming the basis for the compensation amount paid later has already been taken into account in the classification, the operator is entitled to enforce the classification in accordance with paragraph (2).

(4) In the event of damage sharing, the compensation payment made on the basis of the given insurance contract shall be taken into account.

Section 8

(1) The insurer – upon the applicant's authorization to do so – shall contact the claims registration body in order to issue a certificate regarding the data listed in Section 51 (4) of Act LXII of 2009 on Compulsory Motor Vehicle Liability Insurance, as specified in Section 51 (10).

(2) If the data required for the certificate pursuant to paragraph (1) is available to the insurer, the insurer may issue the certificate without contacting the claims registration body.

III. SUPPLEMENTATION OF THE CONDITIONS TO THE BIT. IN ACCORDANCE WITH ITS RULES

CUSTOMER INFORMATION IN CASE OF DURABLE DATA MEDIA

According to Section 152 (3-3b) of the Insurance Act, information to customers may be provided on a durable data carrier or via a website, at the customer's choice. The customer may at any time request that the insurance company provide the information free of charge, also in writing.

FEE PAYMENT METHODS

The insurance premium can generally be paid in the following manner and frequency:

- by cash transfer order sent by the insurance company;
- by transfer;
- by direct debit;
- online payment by bank card;
- quarterly, semi-annually and annually.

Certain special cases regarding the method and frequency of premium payment are included in the insurer's premium schedule valid for a given year.

According to Section 21(4) of the KGFB Act, if only part of the due insurance premium has been paid, then if a period proportional to the premium paid

- does not exceed sixty days, the contract shall terminate on the sixtieth day following the due date
 - more than sixty days, the contract is valid for this period
- It will end on the last day of the month.

CONDITIONS FOR USING ELECTRONIC COMMUNICATION

Electronic communication can be used if the policyholder has given his consent in the offer - or, in the case of an already valid contract, by subsequent declaration - to the Insurer continuing communication regarding the conclusion, management and termination of his contract electronically.

The Insurer is entitled to determine the scope of documents to be sent electronically and may modify it at any time based on changes in legislation and data protection considerations. The Insurer may withdraw the possibility of electronic communication by informing the policyholder at the same time.

In case of withdrawal, the Insurer will switch to paper-based communication after providing information.

To use electronic communication, the policyholder must provide their own valid email address and mobile phone number. The Insurer will send the link to access the documents to the provided email address, and the one-time password to log in to the mobile phone number. The documents can be accessed using the link and the one-time password together in the online Client Portal created by the Insurer for this purpose.

In your document library.

The contractor can simultaneously provide an email address, which may include a mobile phone number. If the contractor has already registered with an email address and a mobile phone number,



with a phone number, you must provide the same information for the registration of your further contracts for the purpose of identification. The Insurer cannot be held liable for damages resulting from the incorrectness or incompleteness of the e-mail address provided by the policyholder, errors in computer equipment or programs, or other reasons beyond the Insurer's control (e.g. reasons arising from the electronic communications service, internet connection or software errors, force majeure), or for the failure to achieve the desired legal effects.

The contractor undertakes to print the documents if it is necessary to store them on paper or present them to a third party.

If electronic communication is only available with a specific payment method, the policyholder agrees to pay the insurance premium accordingly.

In order to maintain the continuous risk coverage of the insurance, the policyholder pays the premium even in the absence of a payment check: electronically, by online bank card payment, or by transfer to the bank account indicated on the Insurer's website, citing the policy number.

The contractor is obliged to immediately notify the company of any changes in his/her e-mail address and/or mobile phone number.

to the Insurer in writing or after identification at the Insurer's telephone customer service. It is also possible to modify the data on the Customer Portal after registration. The Insurer is only obliged to consider the notifications as legally valid if the notification of the change of data was made in one of the above ways. The Insurer may send a legally valid notification to the last e-mail address and mobile phone number known to it as long as the Insurer has not received the change notification regarding the e-mail address or mobile phone number, or the processing of the change notification is still in progress.

The Insurer will implement the change by 24:00 on the 5th working day following receipt. The Insurer is not liable for any damages, adverse legal consequences or failure to produce the desired legal effects resulting from incorrect or incomplete data or failure to notify the change.

If any document related to the contract is not received by the policyholder, it must be reported immediately to one of the Insurer's customer service contacts in order to receive a replacement.

The use of electronic communication may be withdrawn by the policyholder at any time, and the policyholder must inform the Insurer of this at the above-mentioned methods. In the event of an incorrect e-mail address or mobile phone number, the electronic communication will be withdrawn by the Insurer.

In the event that a discount has been credited to the insurance premium due to the use of electronic communication, the discount will be terminated upon withdrawal and the insurance premium will be modified according to the contract terms.

REPORTING DAMAGE

The injured party can report the damage to the insurance company:

- in person at customer service offices;
- in writing, in a letter addressed to the insurance company's customer service;

- by telephone on the telephone lines reserved for this purpose;
- on the internet on the platform designed for this purpose

(www.signal.hu);

- by email at the email address created for this purpose

(gepjarmukar@signal.hu).

As described in Section 29 (1) of Part I of the insurance conditions, the injured party must provide the insurer with the following information necessary to identify the contract, the injured party and the damage event when reporting the damage:

• name and address of the contracting party or the person causing the damage,

- the registration number of the contracting party's vehicle causing the damage,

- type of vehicle of the contracting party causing the damage

• name and address of the injured party,

- type of damaged vehicle,

- the registration number of the damaged vehicle,

- registration number of the damaged vehicle,

- damaged vehicle color

- time of the damage event,

- cause of the damage event,

- location of the damage event

Based on Sections 12, 15 and 32 of Part I of the insurance conditions, in order to establish a claim for compensation, the injured party must complete a damage report form, and the insurer must conduct a damage inspection of the damaged vehicle, or a possible additional inspection.

Tools and documents required for the damage assessment by the injured party:

- the vehicle key,
- the registration certificate of the damaged vehicle,
- driving license,
- pedigree, if not available, the fi-
name and details of the financing or lending institution,
- a copy of the signature, if the injured party is a legal entity,
- European accident report form or police certificate, if available.

- a detailed vehicle damage report form

The injured party may only change the condition of the damaged vehicle after the damage inspection.

CLAIM SETTLEMENT, INSURANCE SERVICE

The insurer is obliged to investigate the reported claims with regard to their validity. If necessary, it may collect additional information about the event beyond the content of the report. It carries out data collection activities in order to clarify the circumstances of the claim - through the injured party or the party causing the claim, or independently of them.

The insurance company's compensation service requires the following conditions:

- the contract's premium structure at the time of the damage,
- the reported event must be an event defined in law and caused by the operation of the insured vehicle
- and the driver of the insured vehicle may be partially or fully responsible for the damage (even objective liability).



In the event of partial liability of the driver of the vehicle causing the damage, the insurance company may apply damage sharing, i.e. it will reimburse the reported claim in proportion to the liability.

In the case of a vehicle that can be repaired pursuant to Section 32/A, the insurer shall pay the compensation, at the choice of the injured party or on the basis of an agreement reached with the injured party, or on the basis of original repair or service invoices submitted by the injured party or his/her authorized representative and issued in the name of the operator or the owner. In the case of a sales tax refund, a duplicate of the invoice shall be sufficient. The method of claim settlement may also be a combination of the above.

In the event of the vehicle being restored, the net amount of the calculation made with basic data established based on average repair industry labor costs in Hungary and the price level typical in the Hungarian vehicle parts market and paint trade will be offered by the insurer as part of a settlement of claims.

In the case of a financed vehicle, the consent of the financier is also required for a settlement of claims.

In connection with its obligation arising from the insurance contract, the insurer may only undertake to reimburse the amount corresponding to the amount of general sales tax for the consideration of a service subject to general sales tax (material, repair or restoration costs) necessary to restore the state prior to the damaging event or to eliminate the consequences of the damage that has occurred, or may only reimburse it to the person entitled to it on the basis of an invoice on which the amount of general sales tax is indicated or from which its amount can be calculated.

If the vehicle cannot be repaired economically or technically due to the damage, the amount of compensation is the difference between the market value and the residual value of the vehicle at the time of the damage, i.e. the depreciation. The residual value is a value determined by the insurer, which is notified to the client in writing. The insurer provides assistance in selling the damaged vehicle at a determined residual value, according to the client's request.

The final compensation to be paid for personal injury will always be determined through a settlement.

In the case of a natural person, the payment of the damage amount can be made by transfer to the bank account number provided by the injured party or to the postal address provided by them.

In this case – depending on the given post office – above a certain amount, the recipient must visit the post office to receive the amount. In the case of companies and non-profit organizations, payment can only be made to the bank account number listed in the company court registration or founding document, while in the case of an authorized or repair service, payment can be made to the bank account number provided by them.

The payment can be made in a lump sum, in several installments (not annuity), or in the form of annuity.

A lump sum payment is typical for simpler claims, where the claim can be closed with a lump sum settlement amount or by paying a restoration invoice.

The insurance company may pay the claim in several installments for more complex claims, which is possible

due to multiple legal titles or multiple types of damage settlement methods (e.g. settlement recovery amount and invoiced car recovery), or if the injured party submits the documents supporting each payment in multiple installments.

Annuity is compensation that is paid regularly (usually monthly) by the insurer to the injured party until the entitling circumstances exist or for life. Annuity may be justified in the event of a given degree of injury in the case of personal injuries. In the event of an annuity payment obligation, both parties may initiate the redemption of the annuity in a lump sum. The redemption of the annuity may only take place if both parties accept its fact and amount.

In the event of an annuity payment obligation, the Insurer determines the capital value of the annuity based on the adjusted 2004 mortality table, with a technical interest of 0%, up to the amount still available from the sum insured specified in the contract. This does not mean that the annuity is redeemed in a lump sum at this amount. The redemption may be initiated by both the Insurer and the injured party, but it may only take place if the fact and amount of the redemption are accepted by both the Insurer and the injured party. If the Insurer agrees to the redemption, the Insurer determines the amount of the lump sum redemption taking into account the given economic circumstances (e.g. inflation rate), the parameters of the annuity to be paid, and the health status of the injured party.

The insurer is obliged to provide in the insurance contract terms and conditions to determine what damages and costs will be reimbursed in the event of a loss event and what documents, including the invoice referred to in the above paragraph, will be presented. The insurer may only make the due date for the performance of its service dependent on the presentation of a document that is necessary to prove the occurrence of the insured event or to determine the extent of the service to be provided; it may not make the due date for the performance of the insurance service dependent on the final conclusion of the infringement proceedings initiated in relation to the reported loss event, or on the conclusion of the criminal proceedings by a final court decision or a final non-judicial order, or on the decision of the prosecutor's office or the investigating authority on the conditional prosecutorial suspension or suspension for the purpose of mediation proceedings, or on the termination of proceedings that cannot be challenged by further legal remedy. Accordingly, the list of documents requested for KGFB claims reports is included in the conditions below.

According to the general rules of evidence, the insured or the injured party has the right to use other means of proof in addition to the listed documents and legal titles, or to indicate other legal titles, in order to prove the damages and costs actually incurred, and thus to enforce their claim.



Our company details:

SIGNAL IDUNA Insurance Private Limited Company Registered office:

1123

Budapest, Alkotás u. 50.

Tax number: 10828704-2-44

Registered at the Metropolitan Court as a Commercial Court under
the number Cg. 01-10-042159 Central

Statistical Office number: 10828704-6511-114-01



Claims for compensation arising under this insurance contract shall expire in accordance with the statute of limitations of the Civil Code.

Documents and documents requested for KGFB claims:	
A. Generally requested documents	
<ol style="list-style-type: none"> 1. A completed and signed claim form issued by the insurance company or one with equivalent content, 2. Detailed statement of cause, 3. Statements of witnesses to the damage event indicated in the damage report, 4. Document proving criminal or misdemeanor proceedings initiated in relation to the reported damage event, 5. Police certificate of the action taken on site, 6. In the absence of recognition of liability or in the event of a disputed legal basis, a document issued by the authority establishing liability, 7. Proper authorization or assignment for the transfer of claimant rights, signature copy, 8. A written statement (fax, e-mail, letter) of the bank account number or postal delivery address indicated by the claimant or beneficiary for payment, which statement includes the insurance company's claim number or the injured party's license plate number and the claim date as reference data, 9. Written interest claim, 10. A detailed statement requested by the insurance company's agents and employees to clarify the circumstances of the loss event, 11. Authorization for the insurer to inspect police, prosecutor's office, and court documents and make copies of them, 12. Injured party's statement for requesting co-insurance history data, 13. In the case of an individual, special claim, a document proving the legitimacy and extent of the claim. 	
B. Additional documents in case of damage to the vehicle	
<ol style="list-style-type: none"> 1. A copy of the driving license or a certified document replacing it of the driver indicated in the claim report – unless the damaged vehicle was parked, 2. Copy of the marketing authorization or a copy of an authentic document replacing it, 3. Copy of the pedigree, 4. International accident report or equivalent declaration from the parties involved, 5. Claims report prepared by the insurance company's agent, 6. Photo documentation of the damages incurred, prepared by the insurance agent, 7. According to Act LXII of 2009 (Gfvt. Act), the declaration of the person entitled to it regarding the intention to restore, 8. Detailed repair quote, including costs, duration and possible start date of the repair, 9. VAT refund declaration (regarding invoices issued in connection with the recovery of damage related to a damage event), 10. Minutes and photo documentation of the joint inspection of the vehicles involved in the accident, 11. Documentation of the evaluation of the tachograph disc or digital tachograph. 	
Additional documents for the following claims in case of vehicle damage:	
Gross repair cost:	<ol style="list-style-type: none"> 1. Original repair invoice and attachments 2. Copy of subcontractor or purchase invoices, 3. Parts destruction report, 4. Inspection report on restoration prepared by the insurance company's representative, 5. NKH road safety technical inspection certificate.
Net repair cost	<ol style="list-style-type: none"> 1. Copy or duplicate of the repair invoice and its attachments, 2. Copy of subcontractor or purchase invoices, 3. Parts destruction report, 4. Recovery report, 5. NKH road safety technical inspection certificate.
Gross transportation, salvage, storage costs	<ol style="list-style-type: none"> 1. Copy of original transport, salvage, storage invoice and delivery note.
Net transportation, salvage, storage costs	<ol style="list-style-type: none"> 1. Copy or duplicate of the transport, salvage, storage invoice and copy of the delivery note.
Depreciation after restoration	<ol style="list-style-type: none"> 1. Client declaration (on past claims, co-insurance history, etc.), 2. Written notification of a claim for depreciation, 3. Copy of the service book of the damaged vehicle, 4. Original repair invoice, or in case of VAT refund, a copy of the repair invoice, or duplicate and its attachments.
Depreciation in the case of a vehicle that cannot be repaired (economic and/or technical total loss)	<ol style="list-style-type: none"> 1. Consent statement from the injured party for a destructive, anonymous evaluation, 2. Copy of the purchase contract for the damaged vehicle, 3. Certificate of final withdrawal from circulation, or certificate of waste management or demolition, 4. Documents, invoices, and service book proving the condition of the damaged vehicle before the date of the damage.
Demolition cost	<ol style="list-style-type: none"> 1. Waste management and demolition certificate issued by a "Green Demolition Company", 2. Invoice issued by "Green Demolition" for the cost of waste management.



With a loan agreement related damages	1. Confirmation from the lending financial institution that the costs incurred are related to the damage event and the extent of the costs.
Vehicle registration cost	1. Invoices and documents proving the costs of rewriting and new documents.
Loss of earnings	<ol style="list-style-type: none"> 1. Certificate from the employer or payer stating the injured person's gross earnings for the year prior to the accident, which form the basis for sick pay, and the gross amount of sick leave or sick pay paid for the given period, 2. In the case of a sole proprietor, as a personal injury victim, the NAV is the last to be notified at the time of the accident. original statement of payments from the employer or other paying agency for the tax returns submitted to or subsequent to it, 3. In the case of a sole proprietor or business organization, a statement of income and expenses for the year preceding the accident, and a profit and loss statement for the previous tax period.
Rental car request	<ol style="list-style-type: none"> 1. A document stating the reason for requesting a rental car, with the purpose of the rental (work, health reasons, other), with its duration and expected amount, indicating the category of rental vehicle required, 2. Proof of the need for a rental vehicle (by employer, medical certificate, or other certificate), 3. Proof of use of the damaged vehicle prior to the accident based on mileage records, trip reports, and expense reports, 4. Rental car contract, 5. Rental vehicle invoice and attachments, 6. Copy of the registration certificate of the rented vehicle.
C. Additional documents in case of damage to property (external, transported)	
<ol style="list-style-type: none"> 1. Independent expert opinion requested by the insurer on the extent of the damage incurred, 2. Document proving ownership of property, 3. Property purchase invoice, or a copy thereof, 4. Official document certifying the book value of the asset, 5. A quote for the restoration of property prepared by a specialized service provider, 6. Property restoration or replacement invoice, or a copy thereof in the case of net reimbursement, 7. Property destruction report, 8. Certificate of sale of property with value indication, 9. Disposal report, 10. Minutes and photographic documentation of the joint inspection of vehicles and property(ies) involved in the accident. 	
D. Additional documents for personal injury	
<ol style="list-style-type: none"> 1. A document certifying loss of earnings, issued by the insurance company or with equivalent content, completed and certified by the employer or other paying agency, 2. Employer description of the job held at the time of the accident, 3. Certificate from the employer or payer stating the injured person's gross earnings for the year prior to the accident, which form the basis for sick pay, and the gross amount of sick leave or sick pay paid for the given period, 4. In the case of a sole proprietor, as a personal injury victim, the last tax return filed with the National Tax Agency at the time of the accident, and the subsequent tax return I see, 5. Medical documentation related to the accident, hospital treatment certificates, final report, NRSZHI expert opinion, sick pay time verification, 6. Proof of expenses related to hospital care and medical treatment, 7. Details of rehabilitation activities, medical aids, nursing and care costs related to the accident its creation and verification, 8. Detailing and proving the cost-replacement items related to the accident, 9. Medical documents, expert opinions, findings confirming the injured person's illnesses and condition before the accident, 10. Proof of earnings related to work after the accident, or the employer's description of the job, 11. In order to determine the legal basis and the amount of compensation, the injured party's educational qualifications, professional qualifications, and verifiable work experience are taken into account. documentation, certificates, ID cards, diplomas, commemorative cards regarding your academic, scientific and sports achievements, 12. Color, dated photo documentation of the injured body part, the injured party, and the building that was rebuilt as a result of the damage event. about things, 13. Proof of family relationship, proof of relationship (cohabitation, address card, etc.), 14. Death certificate, 15. Proof and details of funeral expenses, 16. Other documents related to non-pecuniary damage claims (own or relative) (e.g. proof of deterioration in quality of life, medical expert reports) opinion), 17. In the case of a claim by a relative, documents proving the relationship (birth certificate), 18. Proof of other costs (proceedings, attorney, fees) incurred in connection with the damage event, 19. Ownership certificate for land ownership related to lost agricultural work, 20. Expert opinion prepared by the insurance company's agent for agricultural damage, 21. Verification of special needs based on individual assessment. 	



CUSTOMER INFORMATION ON PRIVACY PROTECTION REGULATIONS

Act LXXXVIII of 2014 (Act LXXXVIII of 2014) as known at the time of conclusion of these terms and conditions

IV. PROVISIONS ON INSURANCE SECRETS This

Confidentiality Notice has

been inserted in accordance with the Bit. in force at the time of issue of these general terms and conditions. The Confidentiality Notice in accordance with the current Bit is available on the website www.signal.hu.

1. An insurance or reinsurance undertaking is entitled to process the data of its clients that are classified as insurance secrets and that are related to the insurance contract, its conclusion, registration and service. The purpose of data processing is only necessary for the conclusion, modification and maintenance of the insurance contract, the assessment of claims arising from the insurance contract, or for other purposes specified in this Act.

2. The insurer or reinsurer may only process data for purposes other than those specified in point 1 with the prior consent of the client. The client may not suffer any disadvantage due to the refusal of consent, and no advantage may be granted to the client if consent is given.

3. With regard to insurance secrets, the owners, managers, employees of the insurance or reinsurance company and all those who have access to them in any way during their activities related to the insurance company are obliged to maintain confidentiality without any time limit – unless otherwise provided for in the Insurance Code.

4. The health data specified in the Act on the Management and Protection of Health and Related Personal Data (hereinafter: Eüak.) related to the health condition of the client may be processed by the insurer for the purposes specified in point 1, in accordance with the provisions of the Eüak., exclusively with the express consent of the data subject.

5. Insurance secrets may only be disclosed to a third party if a. the client of the insurer or reinsurer company or its representative gives written exemption, specifying precisely the scope of insurance secrets that can be disclosed, b. there is no obligation to maintain confidentiality under the Act, c. the certification body and its subcontractor commissioned by the insurer or reinsurance company learn about this in the context of conducting the certification procedure,

d. the interests of the insurer make this necessary for the sale of its claim against the client or for the enforcement of its claim.

6. The obligation to maintain insurance secrecy does not apply to a. the

Supervision acting within its scope of responsibility, b. the body conducting the preparatory procedure, the investigating authority and the prosecutor's office, and the regulatory authorities.

with the police acting within their authority and the
With the National Tax and Customs Administration

- c. with a court acting in a criminal case, civil litigation or non-litigation proceedings, administrative proceedings, an expert appointed by the court, as well as an independent bailiff acting in an enforcement case, a trustee acting in bankruptcy proceedings, a temporary trustee acting in liquidation proceedings, an extraordinary trustee, a liquidator, a main creditor acting in debt settlement proceedings of natural persons, the Family Bankruptcy Protection Service, a family trustee, a court,
- d. the notary acting in the probate case, and the
with an expert assigned by him,
- e. in the cases specified in point 7, with the tax authority,
- f. with the national security service acting within its scope of responsibility,
- g. with the Hungarian Competition Authority acting within its scope of responsibility, h. with the guardianship authority acting within its scope of responsibility, i. in the case specified in Section 108 (2) of Act CLIV of 1997 on Health Care, with the health care state administration body, j. in the case of the
conditions specified in the Act, with the body authorized to collect secret information, k. with the reinsurance company, another company of the group, and in the case of co-insurance, with the risk-bearing insurers,
- l. with regard to data transferred during data transfers regulated by law, with the policy registration body keeping the policy register, with the claims registration body keeping the claims history register, and with the transport administrative authority and the road traffic registration body in official matters related to road traffic administrative tasks related to vehicles not included in the vehicle register, m. with regard to the insurance contract portfolio transferred within the framework of the portfolio transfer – in accordance with the provisions of the agreement to this effect – with the receiving
insurer,
- n. with regard to the data necessary for the settlement of claims and the enforcement of the claim for compensation and in connection with the transfer of such data between the organization managing the Compensation Account and the Compensation Fund, the National Office, the correspondent, the Information Center, the Compensation Organization, the claims settlement agent and the claims representative, furthermore – with regard to the repair data of the other vehicle involved in the accident from the claims settlement report related to the road traffic accident, based on its right of self-determination – with the party causing the damage, o. with regard to the data necessary for the performance of the outsourced activity, with regard to the data necessary for the performance of the outsourced activity, and with regard to the data necessary for the performance of the audit tasks, p. in the case of a branch office – if the conditions for data processing that satisfy the requirements of Hungarian legislation are met for each individual piece of data,



and the state in which the third-country insurer is headquartered has data protection legislation that meets the requirements of Hungarian law – the third-country insurer, insurance intermediary, q. the Commissioner for Fundamental Rights acting within its scope of responsibility, r. the National

Data Protection and Information Commissioner acting within its scope of responsibility

Freedom of expression with authority,

s. the bonus-malus system, the classification therein, and the claims history data and bonus-malus classification specified in the ministerial decree on the detailed rules for the verification of claims, in the cases regulated in the decree with the insurer,

t. in the case of insured persons included in agricultural insurance contracts concluded for standing crops, with the agricultural damage assessment body, the agricultural administrative body, the agricultural damage mitigation body, and the institution dealing with economic analyses under the control of the ministry headed by the minister responsible for agricultural policy,

u) against the authority registering liquidation organisations, if the body or person specified in points a)-j), n), s), t) and u) contacts it with a request for data or a written request, which includes the name of the client or the indication of the insurance contract, the type of data requested, the purpose and legal basis of the data request, provided that the body or person specified in points p)-s) is obliged to indicate only the type of data requested, the purpose and legal basis of the data request. The indication of the legal provision authorising access to the data also constitutes proof of the purpose and legal basis,

v) with MA-BISZ regarding the operation of the claim reporting application, the collection of necessary information related to the insured event and the transmission of the data provided on the e-claim reporting interface pursuant to the Gfbt. to the insurers for the purpose of claim settlement.

Pursuant to point e) of paragraph IV (1), the obligation to maintain insurance secrecy does not apply if, in a tax matter, the insurer is required to make a declaration at the request of the tax authority within the scope specified by law, or if it is required to provide data specified by law regarding a payment subject to tax liability arising from an insurance contract.

The obligation to maintain insurance secrecy does not apply to a financial institution as defined in Act CCXXXVII of 2013 on Credit Institutions and Financial Enterprises (Hpt.) in relation to an insurance contract related to a claim arising from a financial service, if the financial institution contacts the insurer with a written request containing the name of the client or the indication of the insurance contract, the type of data requested and the purpose of the data request.

7. It does not constitute a breach of insurance confidentiality if the provision of data by the insurer to the tax authority is in accordance with the Agreement between the Government of Hungary and the Government of the United States of America on the Promotion of International Tax Compliance.

and the FATCA Regulation and on the promulgation of the Agreement on the implementation of the FATCA Regulation and on the amendment of certain related laws (hereinafter: FATCA Act) is exhausted in the fulfillment of the obligation set out in Sections 43/B-43/C. of Act XXXVII of 2013 on certain rules of international administrative cooperation in relation to taxes and other public charges (hereinafter: Aktv.). It does not constitute a violation of insurance secrecy if the provision of data by the insurer to the tax authority is exhausted in the fulfillment of the obligation set out in Section 43/H. of the Aktv. and the obligation set out in Sections 43/B. and 43/C. of the Aktv. based on the FATCA Act.

8. The insurance or reinsurance company may transfer the personal data of customers to the organizations and cases specified in points 5-6, 10, 14 and 16.

9. The obligation of insurance confidentiality extends beyond the scope of the procedure to the employees of the bodies specified in point 6.

10. The insurance or reinsurance company is obliged to provide information in writing immediately upon a request for information or written inquiry from the national security service, the body conducting the preparatory procedure, the investigating authority, the prosecutor's office, or the court, even if there is evidence that the insurance transaction

a. drug abuse, new psychoactive substance abuse, terrorist act, explosives or explosives abuse, firearms or ammunition abuse, money laundering, criminal conspiracy or criminal organization offenses as defined in Act IV of 1978, which was in force until 30 June 2013, b. is related to drug trafficking, drug possession, pathological addiction or facilitation of drug production, abuse of new psychoactive substances, terrorist act, failure to report a terrorist act, financing of terrorism, abuse of explosives or explosives, abuse of firearms or ammunition, money laundering, or a crime committed in a criminal association or criminal organization, as defined in Act C of 2012 on the Criminal Code (Criminal Code).

11. The obligation to maintain insurance secrecy does not apply if the insurer or reinsurer complies with its reporting obligation as specified in the Act on the Implementation of Financial and Asset Restrictive Measures Ordered by the European Union and the UN Security Council.

12. The handing over of the group inspection report to the managing member of the financial group during the supervisory inspection procedure in the case of group supervision does not constitute a violation of insurance secrecy and business secrecy.

13. The transfer of data pursuant to Section 164/B of Act CCXXXVII of 2013 on Credit Institutions and Financial Enterprises (Hpt.) does not constitute a breach of insurance confidentiality.

14. The obligation to maintain insurance secrecy does not apply if:



a. the Hungarian law enforcement agency – based on an international obligation – requests in writing data that qualify as insurance secrets in order to comply with a written request from a foreign law enforcement agency, b. the authority operating as a

financial intelligence unit, acting within its scope of duties specified in Act LII of 2017 on the prevention and suppression of money laundering and terrorist financing (on the implementation of financial and asset restrictive measures ordered by the European Union) or in order to comply with a written request from a foreign financial intelligence unit, requests in writing data that qualify as insurance secrets, and if the insurance or reinsurance undertaking complies with its obligation related to the policy and procedure against money laundering and terrorist financing determined at group level.

15. The transfer of data by the insurer and the reinsurer to a third-country insurer, reinsurer or data processing organization does not constitute a breach of insurance confidentiality in the following cases: a. if the insurer's client (hereinafter referred to as: data subject) is

has consented in writing, or

b. if – in the absence of the data subject's consent – the data transfer complies with the provisions on the transfer of personal data to a third country.

16. In the event of the transmission of data classified as insurance secrets to another Member State, the domestic transmission of data provisions on transmission shall apply.

17. The following shall not constitute a breach of insurance secrecy: a. the provision of aggregated data from which the identity or business details of individual clients cannot be determined, b. in the case of a branch,

the transfer of data necessary for supervisory activities to the supervisory authority of the registered office (head office) of the foreign-based undertaking, if this complies with the provisions of the agreement between the foreign and Hungarian supervisory authorities, c. the transfer of data not qualifying as personal data to the minister for the purpose of establishing legislation and conducting impact assessments,

d. data transfer in order to comply with the provisions of the Act on the Supplementary Supervision of Financial Conglomerates.

18. The insurer and reinsurer may not refuse to provide the data specified in point 17 on the grounds of the protection of insurance secrets.

19. Personal data included in the data transfer register must be deleted after five years from the date of transfer, or after twenty years in the case of the transfer of data that is classified as sensitive data or criminal personal data.

20. The insurance and reinsurance undertaking may not inform the data subject about the data transfers carried out pursuant to points b), f) and j) of point 6 or point 10.

21. The insurance company and the reinsurance company process personal data during the period of the insurance, reinsurance or agency relationship and for the duration of that period.

weekly, until a claim can be asserted in connection with the insurance, reinsurance or mandate relationship.

22. The insurance company and the reinsurer may process personal data related to an insurance contract that has not been concluded for as long as a claim can be asserted regarding the failure to conclude the contract.

23. The insurance company and the reinsurer are obliged to cancel all personal data related to its customers, former customers or unconcluded contracts, in the case of the processing of which the purpose of the data processing has ceased, or for the processing of which the consent of the data subject is not available, or for the processing of which there is no legal basis.

24. For the purposes of the Act, the processing of data relating to deceased persons shall be governed by the legal provisions on the processing of personal data.

25. With regard to data that can be linked to a deceased person, the rights of the data subject may also be exercised by the heir of the deceased or the beneficiary named in the insurance contract.

26. In the event of the termination of an insurance company and a reinsurance company without a legal successor, the document containing a business secret managed by the insurance company and the reinsurance company may be used for archival research purposes after sixty to ten years from its creation.

27. Information may not be withheld on the grounds of business secrets or insurance secrets in the event of a data provision obligation relating to the disclosure of data of public interest and data made public in the public interest – as defined in the Information Act.

28. The provisions of Act V of 2013 on the Civil Code (Civil Code) and Act LIV of 2018 on the Protection of Business Secrets shall apply accordingly to business secrets and insurance secrets.

29. The data received pursuant to Section 164/B of the Hpt. may be accessed by the insurer to the extent necessary for the provision of its services in connection with the performance of its activities, and may be processed for the duration of the establishment and existence of the customer relationship, if the customer has not restricted or prohibited the transfer of data in accordance with the following paragraph.

The client of an insurance company operating under the controlling influence of a credit institution pursuant to the Credit Institutions Act is entitled to restrict or prohibit the transfer of data pursuant to Section 164/B. (2) of the Credit Institutions Act by making an express declaration.

An insurer operating under the controlling influence of a credit institution pursuant to the Hpt. is obliged, prior to concluding a contract with the client, to provide the client with information in a verifiable manner on the possibility of mutual data transfer as set out in Section 164/B of the Hpt. pursuant to Section (7) of the Hpt. The written information must clearly draw the client's attention to the fact that the client may restrict or prohibit the possibility of processing his personal data as set out in this Section at any time.

V. THE INSURANCE AND REINSURANCE BUSINESS SECRET

The insurance company, the reinsurance company, as well as their owners, persons wishing to acquire shares in the insurance company, the reinsurance company, persons in managerial positions, other



The manager, as well as the employee and agent of the insurance company and the reinsurance company, are obliged to preserve the business secrets they have learned in connection with the operation of the insurance company and the reinsurance company, without any time limit.

1. The obligation of confidentiality prescribed in Section V does not apply to the person acting within his/her scope of duties.

- a) With supervision,
- b) with the national security service,
- c) State Audit Office,
- d) Hungarian Competition Authority,
- e) the internal audit body appointed by the Government, which monitors the regularity and appropriateness of the use of central budget funds,
- f) with a property inspector,
- g) Information Center,
- h) in the case of insured persons using support for the premium of an agricultural insurance contract – with the agricultural damage assessment body, the agricultural damage mitigation body, the agricultural administrative body, as well as the institution dealing with economic analyses under the control of the ministry headed by the minister responsible for agricultural policy

opposite.

2. The provision of data by the insurer to the tax authority in accordance with the FATCA Act to fulfill the obligation set out in Sections 43/B-43/C of the Act does not constitute a breach of business secrets.

3. The provision of data by the Authority to the European Insurance and Occupational Pensions Authority (hereinafter referred to as EIOPA), establishing a European Supervisory Authority (European Insurance and Occupational Pensions Authority), amending Decision 716/2009/EC and implementing Directive 2009/79/EC, does not constitute a breach of business secrets.

In accordance with Regulation (EU) No 1094/2010 of the European Parliament and of the Council of 24 November 2010 repealing Commission Decision No 1094/2010/EU (hereinafter: Regulation (EU) No 1094/2010).

4. The confidentiality obligation stipulated in point V does not apply.

- a) the investigating authority and the prosecutor's office,
- b) against a court acting in a criminal case, civil litigation or non-litigation proceedings, administrative proceedings, an expert appointed by the court, as well as against an independent bailiff acting in an enforcement case, and against the court within the framework of a local government debt settlement procedure.

5. The provision by the Authority of uniquely identifiable data on insurance and reinsurance undertakings to the minister responsible for the regulation of the financial, capital and insurance markets for the purpose of establishing legislation and conducting impact assessments does not constitute a breach of business secrets.

6. The transmission of data by the Information Center acting within its scope of duties does not constitute a breach of business secrets.

7. Anyone who comes into possession of a trade secret is obliged to preserve it without time limit.

8. Facts, information or data falling within the scope of business secrets under the obligation of confidentiality in this Act

It cannot be given to a third party outside the specified scope and cannot be used outside the scope of the duties without the authorization of the insurer and the reinsurer, as well as the client.

9. Anyone who comes into possession of a trade secret may not use it to obtain an advantage for himself or another person, directly or indirectly, or to cause a disadvantage to the insurer, the reinsurer or its clients.

The common law on insurance secrecy and business secrets rules:

10. In the event of the termination of an insurance company and a reinsurer without a legal successor, the document containing the business secret managed by the insurance company and the reinsurer shall be deemed to have been destroyed with effect from the date of its creation.

It can be used for archival research purposes in a few years.

11. Information may not be withheld on the grounds of business secrets or insurance secrets in the event of a data provision obligation relating to the disclosure of data of public interest and data made public in the public interest – as defined in the Information Act.

12. The provisions of Act V on the Civil Code (Civil Code) and Act LIV of 2013 on the Protection of Business Secrets shall apply accordingly to business secrets and insurance secrets.

13. The insurer may access the data received pursuant to Section 164/B of the Hungarian Insurance Act to the extent necessary for the provision of its services in connection with the performance of its activities, and may process it for the duration of the establishment and existence of the customer relationship, if the customer has not restricted or prohibited the transfer of data in accordance with paragraph 14.

14. The client of an insurance company operating under the controlling influence of a credit institution pursuant to the Credit Institutions Act has the right to restrict or prohibit the transfer of data pursuant to Section 164/B. (2) of the Credit Institutions Act by express declaration.

15. An insurer operating under the controlling influence of a credit institution pursuant to the Credit Institutions Act is obliged to provide the client with verifiable information on the possibility of mutual data transfer as set out in Section 164/B of the Credit Institutions Act prior to concluding a contract with the client. The written information must clearly draw the client's attention to the fact that it may restrict or prohibit the possibility of processing his or her personal data as set out in this Section at any time.

VI. OBLIGATIONS UNDER THE FATCA ACT 1. A Reporting Hungarian Financial Institution

under the FATCA Act, subject to the scope of the Act (hereinafter referred to in this chapter as: institution), shall conduct an investigation (hereinafter referred to as: suitability investigation) to determine the residency of the Account Holder and Entity under the FATCA Act (hereinafter referred to collectively as: account holder) under the FATCA Act in accordance with Annex I to the Agreement contained in the FATCA Act, in relation to the Financial Account (hereinafter referred to as: financial account) managed by it.



2. The institution shall inform the account holder in writing at the same time as the residency check is carried out.

a) on the completion of the residency check, b)

on the obligation to provide data to the tax authority pursuant to Section 43/

B-43/C of the Act on Taxation, c) on the reporting obligation

pursuant to the FATCA Act

from ge.

3. In the case of data provision pursuant to Sections 43/B-43/C of the Act on Financial Instruments, the institution shall inform the account holder in writing of the fact of data provision within thirty days of the completion of the data provision.

VII. OBLIGATIONS BASED ON THE PROVISION OF INFORMATION RELATED TO FINANCIAL ACCOUNTS AND REVIEW 1. The Reporting

Hungarian Financial Institution (hereinafter

referred to as: institution) under the Act and subject to the scope of the Act

(hereinafter referred to as: institution) shall, in relation to the Financial

Account managed by it and referred to in point VIII/C of Annex 1 to the Act,

conduct an investigation to determine the residency of the Account Holder

and Legal Entity (hereinafter referred to as: Account Holder) under the Act

(hereinafter referred to as: residency investigation) in accordance with

points II-VII of Annex 1 to the Act.

2. The institution shall inform the Account Holder, at the same time as carrying out the residency check, by means of a notice published in its premises open for customer reception or – if possible – electronically.

a) on the completion of the residence verification, b)

on the liability to the tax authority pursuant to Section 43/H of the Act on Taxation

on the obligation to provide data.

3. The institution shall inform the Account Holder in writing – if possible electronically – within thirty days of the completion of the data provision pursuant to Section 43/H of the Act on the Protection of Personal Data.

VIII. DATA TRANSFER FOR THE PURPOSE OF PROTECTING THE RISK COMMUNITY 1. The insurer

(for the purposes of this chapter: requesting insurer) – in order to protect the interests of the risk community – may, in the course of fulfilling its obligations under the law or undertaken in the contract, make a request to another insurer (for the purposes of this chapter: requested insurer) with the aim of providing services in accordance with the law and the contract, and preventing abuses related to insurance contracts, in relation to the data processed by this insurer – as defined in point IV.1., taking into account the specific features of the insurance product – and specified in points 3-6., provided that the requesting insurer's relevant authority has been recorded in the insurance contract.

2. The requested insurer shall provide the data requested in accordance with the legal requirements within the appropriate deadline specified in the request, failing which the

must hand it over to the requesting insurer within fifteen days of receipt of the request.

3. The requesting insurer may request the following data in connection with the performance of a contract belonging to the sectors specified in points 1 and 2 of Part A) of Annex 1 of the Act and in Annex 2: a. the policyholder, the insured, the beneficiary

identification data;

b. data relating to the health status of the insured person at the time of data collection, related to the contractual risk; c. data relating to previous insurance events

affecting the person specified in point a. – related to the contract belonging to the sector specified in point 3; d. data necessary for assessing the risk arising in connection with the conclusion of the contract concluded with the requested

insurance company; and

e. data necessary for examining the legal basis for the services to be provided on the basis of the contract concluded with the requested insurance company.

4. The requesting insurer may request the following data in connection with the performance of a contract belonging to the sectors specified in Sections 3-9 and 14-18 of Part A) of Annex 1 of the Insurance Code: a. identification data of

the policyholder, the insured, the beneficiary and the injured party; b. data necessary for the identification of the insured

assets, claims or property rights; c. data relating to insurance events that have occurred affecting the assets, claims or property rights

specified in Section b; d. data necessary for the assessment of the risk arising in connection with the conclusion of the contract concluded with the requested insurer; and

e. data necessary for examining the legal basis for the services to be provided on the basis of the contract concluded with the requested insurance company.

5. The requesting insurer may request the following data in connection with the performance of a contract belonging to the sectors specified in points 10-13 of Part A) of Annex 1 of the Insurance Act: a. in the event of the prior consent of the injured party, the identification data of the injured party;

b. the identification data of the policyholder, the insured and the beneficiary, as well as the data specified in point 4. b.;

c. with the prior consent of the injured party, the data relating to the health status of the person asserting a claim for damages due to personal injury or a claim for compensation for damages due to infringement of personal rights at the time of data collection, in relation to the contractual risk; d. data not containing personal data relating to previous insurance events affecting the person asserting a claim for damages due to damaged property, related to the contract belonging to the sector defined in this paragraph;



e. with the prior consent of the injured party, data on previous insurance events involving the person claiming compensation for personal injury or violation of personal rights – related to the contract belonging to the sector specified in this paragraph.

6. The requesting insurer is entitled to request the following data, based on the vehicle identification data (registration number, chassis number) of the vehicle in connection with the performance of the contract belonging to the sectors specified in Annex 1, Part A), points 3 and 10 of the Bit. - in the case of damages belonging to the sector specified in Annex 1, Part A), point 10 - even without the prior consent of the injured party: a. data relating to the insured events that occurred concerning the given vehicle, in particular data relating to the date of the damage event, legal basis, damage to the vehicle and compensation for damages related to them, including data relating to damages that occurred in the vehicle specified by the requesting insurer but were not caused by the vehicle, b. information relating to the facts of the claims settlement carried out by the insurer concerning the given vehicle and the amount of the damage.

7. The request specified in point 1 must contain the data necessary to identify the person, property or property right specified therein, the type of data requested, and the purpose of the data request. The request and its fulfillment do not constitute a violation of insurance confidentiality. The requesting insurer is responsible for the existence of the right to request specified in point 1.

8. The requesting insurer may process the data obtained as a result of the request for ninety days following receipt.

9. If the data obtained by the requesting insurer as a result of the request is necessary for the enforcement of the legitimate interests of this insurer, the period of data processing specified in point 8 shall be extended until the completion of the procedure initiated in connection with the enforcement of the claim.

10. If the data that has come to the knowledge of the requesting insurer as a result of the request is necessary for the enforcement of the legitimate interests of this insurer, and the procedure in connection with the enforcement of the claim is not initiated within one year of becoming aware of the data, the data may be processed for one year after becoming aware of it.

11. The requesting insurer shall notify the customer affected by the request at least once during the insurance period of the request specified in point 1 and the fact of the fulfillment of the request, as well as the scope of the data contained therein.

12. If the client requests access to his/her personal data and the requesting insurer – taking into account the provisions of points 8-10 – no longer processes the data concerned by the request, the applicant must be informed of this fact.

13. The requesting insurer shall not disclose the data received as a result of the request to any third party, except as otherwise provided by the insured.

may not be linked to other data obtained or processed by it for purposes other than those specified in point 1.

14. The requested insurer is responsible for the correctness and accuracy of the data provided in the request.

The above information has been prepared in accordance with the text of the Bit. known at the time of conclusion of these terms and conditions and forms part of the general terms and conditions.

IX. CUSTOMER INFORMATION ON COMPLAINT HANDLING INFORMATION

This Complaint Handling Information has been

inserted in accordance with the Bit in force at the time of issue of these general terms and conditions, as well as the Government Decree 437/2016. (XII.16.) on the detailed rules relating to the complaint handling procedure of the insurer, multiple agents and brokers, and the complaint handling regulations, as amended on the date of the conclusion of these terms and conditions. The information on the Bit and the corresponding Complaint Handling, which is always up to date, is available on the website www.signal.hu.

1. The insurer shall act in accordance with the applicable laws and regulations when handling complaints, i.e. it shall ensure that the client can submit his/her complaint regarding the insurer's conduct, activity or omission orally (in person, by telephone) or in writing (in person or by document delivered by another person, by post, by fax, by electronic mail).

Personal complaint reporting

You can report a complaint in person at the Central Customer Service Office during customer reception hours.

Central Customer Service Office address: 1123 Budapest, Alkotás u. 50. Building B, ground floor

Complaint reporting by telephone

The customer can file a complaint by telephone at +36-1-458-4200, which can be called from both domestic and international locations.

Complaint reporting by post

Complaint reporting can be sent by post to the following mailing address: SIGNAL IDUNA Insurance Company Ltd. CEO, Complaints Management Group Mailing address: 1519 Budapest P.O. Box 260.

Electronic complaint reporting

The customer's complaint reporting can be done electronically via info@signal.hu. You can send it to the insurance company by e-mail to signal.hu, by fax to fax number 06-1-458-4260 or – after registration – online via the Customer Portal.

SIGNAL IDUNA Insurance Co. Ltd. always has up-to-date information possibilities, opening hours can be viewed at www.signal.hu/hu/kapcsolat-cegadatok.

2. To the insurance company

a. verbal complaint in person at our customer service office during business hours on Mondays 08:00-20:00, Tuesday-Friday: 08:00-16:00,



b. verbal complaint communicated by phone during business hours from 08:00 to 20:00 on weekdays, from Tuesday to Friday: 08:00 to 16:00,

c. written complaint via electronic access – ensuring appropriate alternative contact in case of malfunction – continuously

it can be done.

Our personal and telephone customer service hours on working days:

Monday: 08:00–20:00

Tuesday-Friday: 08:00–16:00

3. In the event that an oral complaint is handled in a place open to customers or, failing that, at its registered office, the insurer shall ensure that customers have the opportunity to reserve a personal appointment in advance, both electronically and by telephone. The insurer shall provide the customer with a personal appointment within five working days of the date of the request for a personal appointment.

4. In the case of complaint handling by telephone, the insurer ensures that the call is answered and handled within a reasonable waiting time. The insurer is obliged to act in a manner that is generally expected in the given situation in order to ensure that its administrator logs in live within five minutes of the successful connection of the call to the insurer.

5. In the event of a complaint being handled by telephone, the insurer shall record the telephone communication between the insurer and the client with an audio recording and shall retain the audio recording for five years. The client shall be informed of this at the start of the telephone handling. At the client's request, the audio recording shall be listened to, and a certified record of the audio recording or a copy of the audio recording shall be provided free of charge within twenty-five days, as requested.

6. The insurer shall immediately examine the oral complaint – with the exception specified in point 7 – and remedy it as necessary. If the client does not agree with the handling of the complaint, the insurer shall record the complaint and its position on it and shall hand over a copy of it to the client in the case of an oral complaint made in person, or send it to the client in the case of an oral complaint made by telephone – simultaneously with the provisions of point 8 – and otherwise proceed in accordance with the provisions applicable to written complaints.

7. If an immediate investigation of the complaint is not possible, the insurer shall record the complaint and, in the case of an oral complaint submitted in person, shall hand over a copy thereof to the client; in the case of an oral complaint submitted by telephone, shall send it to the client – simultaneously with the provisions of point 8 – and shall otherwise proceed in accordance with the provisions applicable to written complaints.

8. The insurer shall send its reasoned position on the written complaint to the client within thirty days of the notification of the complaint. When handling the complaint, the insurer shall act in such a way as to avoid the development of a financial consumer dispute, to the extent possible under the circumstances.

9. If the complaint is rejected, the insurance company shall inform the customer in writing in its response that it is in accordance with the provisions of Act CXXXIX of 2013 on the Hungarian National Bank (hereinafter referred to as: MNB Act). violation of consumer protection provisions specified in

in the event of a consumer protection proceeding with the Hungarian National Bank, acting in its capacity as the supervisor of the financial intermediary system, or in the event of a dispute regarding the conclusion, validity, legal effects and termination of the contract, as well as breach of contract and its legal effects, it may go to court or initiate proceedings before the Financial Arbitration Board, if it qualifies as a consumer under the rules governing the proceedings of the Financial Arbitration Board. The insurer must inform the consumer whether he or she has made a general declaration of submission, must provide the seat of the Financial Arbitration Board, its telephone and internet contact details, as well as its mailing address, and must, at the consumer's specific request, send the application form prepared by the Financial Arbitration Board and made available to the insurer.

Acting in the event of initiation of consumer protection proceedings body:

Hungarian National Bank

1013 Budapest, Krisztina krt. 39.

Central mailing address: H-1534 Budapest, P.O. Box 777.

Phone: 06-80-203-776

Fax: +36 1489 9102

E-mail: ugyfelszolgalat@mnbb.hu Internet:

<http://www.mnbb.hu>

The body acting in the event of a dispute regarding the formation, validity, legal effects and termination of the contract, as well as the breach of contract and its legal effects: Financial Arbitration Board Registered office: 1013 Budapest, Krisztina krt. 39.

Mailing address: Hungarian National Bank 1525

Budapest, BKKP P.O. Box: 172.

The location of the auditions is: 1133 Budapest, Váci út 76.

(Capital Square office building)

Telephone: +36-80-203-776 E-

mail address: ugyfelszolgalat@mnbb.hu Internet:

<http://www.mnbb.hu/bekeltetes>

10. The insurer shall keep the complaint and the response for five years and shall present it to the Authority upon request.

11. The insurance company shall prepare regulations (hereinafter referred to as: complaints handling regulations) on the procedure for the efficient, transparent and rapid handling of customer complaints, the method of complaint handling and the rules for keeping records pursuant to point 12. The insurance company shall inform the customer in the complaints handling regulations about the place of complaint handling, its mailing address, e-mail address, telephone number and fax number.

12. The insurer keeps records of customer complaints and the measures and data used to resolve and resolve them.

13. The record referred to in point 12 must contain a. a description of the complaint, an indication of the event or fact that is the subject of the complaint,

b. the date of submission of the complaint, c. a description of the measure to settle or resolve the complaint, and in the event of rejection, the reason for it, d. the deadline for the completion of the measure referred to in point c) and the name of the person responsible for the implementation, and e. the date of the response to the complaint.



14. The insurer shall post the complaint handling policy in the premises open to customers, or in the absence thereof, at its registered office, and shall publish it on its website. The insurer's complaint handling policy is available at www.signal.hu.

15. The insurer may not charge the consumer a separate fee for investigating the complaint. Telephone complaint handling cannot be operated as a premium service.

16. The insurer is obliged to appoint a contact person responsible for consumer protection matters and to notify the Supervisory Authority in writing of the person responsible and any changes to that person within fifteen days.

17. In the event of reinsurance and insurance contracts for large risks, the insurer is not subject to the obligation specified in this point.

18. In addition to the above, legal disputes can be resolved through judicial, civil or non-litigious (payment order) procedures.

19. In the case of online contracting, the provisions of Law No. 524/2013/ of 21 May 2013 Under the EU regulation, in the case of a consumer contract, the out-of-court settlement of a financial dispute can be initiated online through an online dispute resolution platform. According to the Regulation, consumers must be provided with communication aimed at the out-of-court settlement of disputes arising from obligations arising from online service contracts between consumers residing in the European Union and service providers established in the European Union, including financial consumer disputes related to contracts concluded online, through this platform. The Financial Arbitration Board is authorized to settle financial consumer disputes. The website of the online dispute resolution platform is: <http://ec.europa.eu/odr>, which is also available from the website www.signal.hu.

X. OTHER PROVISIONS

The insurance contract concluded on the basis of these insurance conditions or customer information, the enforcement of claims based on them, or the adjudication of any legal disputes related thereto, including the rules of procedure, shall be governed by Hungarian law in force at all times.

If other written materials (e.g. offer) of the insurance concluded on the basis of these terms and conditions and customer information contain content different from that contained in these terms and conditions and customer information, the content of these terms and conditions and customer information shall prevail.

The insurance intermediary – without written authorization to the contrary in the absence of such a notification, is not entitled to receive the premium or to participate in the payment due from the insurer to the client or injured party. If the contracting party has paid the premium to an agent authorized by the insurer to receive the premium, the premium shall be deemed to have been received into the insurer's account or cash desk no later than the fourth day from the date of payment; however, the contracting party may prove that the premium was received earlier.

The insurer is required to publish an annual report on its solvency and financial position, which is available on www.signal.hu after publication.

These terms and conditions have been prepared in accordance with the text of the Bit. in force at the time of its completion (with particular regard to the confidentiality obligation, regulations related to confidentiality protection, and the points related to complaint handling.)

Closing date for editing these terms and conditions: 17.12.2022.

Given that the Bit. may be amended even before the insurance contract is concluded, the text of the Bit. in force at all times is available on the website www.signal.hu.

SIGNAL IDUNA Insurance Co., Ltd.