



## **GB929 HUNTER LIABILITY AND ACCIDENT INSURANCE TERMS AND CONDITIONS AND CUSTOMER INFORMATION**

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These hunter liability and accident insurance terms and conditions and customer information (hereinafter: insurance terms and conditions) contain the provisions which, unless the contract provides otherwise, shall be applied to the hunter liability and accident insurance contracts (hereinafter: insurance contract) of Groupama Biztosító Zrt. (hereinafter: insurer) provided that the insurance contract was concluded with reference to those terms and conditions.

Under an insurance terms and conditions the insurer undertakes to provide coverage for the risk specified in the insurance terms and conditions, and to provide settlement or benefits as defined in the insurance terms and conditions upon the occurrence of a specific insured event after the start date of cover. The party entering into a contract with the insurer shall pay premium.

Under the provisions of the insurance terms and conditions relating to liability insurance, the policyholder may request the insurer to exempt them from the indemnification, to the extent and in the manner laid down in the contract, for damage for which they are legally liable.

Under the provisions of the insurance terms and conditions relating to accident insurance, the insurer shall be liable, in particular, in the event of the death or permanent health impairment (accidental disability) of the insured as a result of an accident, to pay the sum insured under the contract or to provide other benefits specified in the contract.

The insurance contract, the policyholder declaration, the declarations relating to the contract, the insurance terms and conditions and the customer information and the document proving cover, shall contain all the terms of the agreement between the parties, so all previous agreements and declarations shall cease to have effect and shall not form part of this contract.

## 1. Subjects of the insurance contract

The subjects of the insurance contract are the contracting party, the policyholder, the beneficiary and the insurer.

### 1.1. Insurer

Groupama Biztosító Zrt., which covers the risk in exchange for the insurance premium, and undertakes to provide an insurance benefit in case the insured events defined in these insurance terms and conditions occur.

#### The insurer's key data

Name: Groupama Biztosító Zrt.

Registered office: Hungary, 1146 Budapest, Erzsébet királyné útja 1/C

Address: 1380 Budapest, PO Box 1049

Legal form: private limited company (founded in 1987) Company

Registration No: Cg. 01-10-041071

Our company was registered by the Court of Registration of the Budapest-Capital Regional Court.

### 1.2. Contracting Party

A person who, based on a property or personal relationship, has an interest in the avoidance of an insured event or takes out insurance for the benefit of such a person (the policyholder). Any insurance contract concluded contrary to this provision shall be null and void. The contracting party is obliged to pay the premium, the insurer addresses the legal declarations to them and the contracting party shall also make the declarations.

#### 1.2.1. Consumer

Any natural person acting for purposes which are outside their trade, business or profession.

#### 1.2.2. Business

Any person acting for purposes of their trade, business or profession.

### 1.3. Policyholder

Only natural persons or legal persons (hunting companies) **holding a hunting licence or a hunting permit** may be insured under these insurance terms and conditions in their capacity as hunters.

If the contract was not concluded by the policyholder, the policyholder shall be entitled to enter into the agreement with a written statement addressed to the insurer. The insurer's consent is not required for entering into the

contract. Upon entering into the contract the rights and obligations conferred upon the contracting party shall pass to the policyholder. If the policyholder enters the contract, the entering policyholder shall be jointly and severally liable with the contracting party for the payment of the premiums due for the current period of insurance. The Policyholder entering into the contract shall reimburse the expenses of the contracting party, including premium payments and the costs of contracting.

### 1.4. Injured party

In the case of liability insurance, the person to whom the policyholder causes damage by wrongful and attributable conduct.

### 1.5. Beneficiary

In the case of accident insurance, the beneficiary is the person entitled to receive the benefit from the insurer. For the purposes of this insurance, the beneficiary is the heir(s) of the policyholder in the event of the accidental death of the policyholder, and the policyholder in all other insured events.

## 2. Insured event

### 2.1. Liability insurance

The insured event under these terms and conditions is damage to property and personal injury caused to another person by the policyholder in their capacity as a hunter, during armed hunting, during the term of the contract, on the territory of Hungary, for the reimbursement of which the policyholder is liable under Hungarian law and which are included in the exemptions, exclusions and non-covered events.

In addition, fines and/or compensation obligations incurred by the policyholder due to the accidental (negligent) killing of animals declared protected by the authorities are also considered an insured event.

If an insured event occurs, the insurer shall also reimburse restitution paid due to any damage caused to life, physical safety and health and the infringement of personal rights in relation to the insurance event.

### 2.2. Accident insurance

An accident is a sudden external event occurring outside the will of the policyholder as a result of which the policyholder dies within one year or develops final incapacity to work or a permanent health damage (accidental disability) within 2 years and/or sustains an immediate short-term injury.

**For the purposes of these terms and conditions, the following events are also classified as accidents if they occur suddenly, outside the will of the policyholder:**

- **drowning;**
- **burn injuries, scolding, lighting strike, impacts of electricity;**
- **inhaling of harmful gases and steams, poisonous or corrosive substances getting into the body.**

**The occurrence of diseases is not considered an accident, and the occurrence of infectious diseases is not considered an accidental consequence. Suicide and suicide attempt are not accidents.**

**Sickness: According to the currently available and generally accepted position of medical science, a disease is an extraordinary physical or intellectual condition in the health of the policyholder which does not stem from an accident and shows objective symptoms.**

Under these terms and conditions, the accident insurance covers only accidents occurring in the course of hunting and game management activities of the hunting association or other hunting organiser, or during the policyholder's individual hunting activities occur in the territory of Hungary and are documented in a report.

## 3. Conclusion and establishment of the insurance contract

- 3.1.** The contracting party may apply for an insurance contract
- in person at the competent regional hunting chamber or

- electronically in the VadON system of the Hungarian National Hunting Chamber (Hungarian abbreviation: OMVK).

**3.2.** The insurance contract is concluded on the date of validation of the hunting ticket or approval of the hunting permit, provided that the contracting party pays the insurance premium before the validation or approval of the permit.

**3.3. The insurer shall issue a certificate of cover based on the insurance contract.**

## **4. Duration of the insurance contract, the insurance anniversary and the insurance period**

### **4.1. Term of the insurance contract**

The insurance contract is established for a fixed term.

### **4.2. Insurance anniversary date**

The insurance contract is for a fixed term, so no anniversary is applied.

### **4.3. The insurance period**

#### **4.3.1. The insurance period for a hunting ticket**

**The maximum duration of the insurance period is one year, starting from the beginning of the inception date until the end of the hunting year (28 February, 29 February in a leap year).**

#### **4.3.2. Insurance period in the case of a hunting permit**

**The maximum duration of the insurance period is one year, starting from the inception date until the expiry date indicated in the permit.**

## **5. Inception date, duration and territorial scope of the cover**

### **5.1. Inception date and end of cover**

**The duration of the insurance shall be from the date indicated in the declaration of the policyholder, in the case of a hunting ticket, until the end of the hunting year or, in the case of a hunting permit, until the expiry date indicated in the hunting permit.**

### **5.2. Duration of the cover**

The period between the inception date and expiry date during which the Insurer bears the risk. In the case of liability insurance, the insurer covers losses caused during the cover period and reported to the insurer within no later than 30 days of the termination of the insurance contract, in the case of accident insurance, death resulting from an accident within 1 year of the accident, and accidental disability within 2 years.

### **5.3. Territorial scope of the cover**

The insurer's cover is limited to damage and accidents occurring within the territory of Hungary.

## **6. Modification of the insurance contract**

The insurance contract may not be amended during the term of the contract.

## **7. Significant increase in the level of insurance risk**

If the insurer becomes aware of material circumstances affecting the contract or of changes in such circumstances after the conclusion of the contract, and if these circumstances result in a significant increase in the insurance risk, it may, within 15 days of becoming aware of them, propose a modification of the contract or terminate the contract in writing for 30 days.

If the contracting party does not accept the proposal for amendment or fails to respond to it within 15 days from the time of receipt thereof, the contract shall be terminated on the thirtieth day following the day of

communicating the proposal for the amendment provided that the insurer warned the contracting party of this consequence when the proposal for amendment was made.

## **8. Cases of termination of the insurance contract**

The insurance contract shall be terminated in relation to the policyholder in the following cases:

- at the end of the term of the insurance contract;
- in the event of the death of the policyholder (including accidental death), at the time of the death.

## **9. The insurance premium, premium payment**

### **9.1. Insurance premium**

The insurance premium is a single premium payable in advance in one lump sum at the time the insurance contract is concluded for the relevant period of insurance.

**The premium rate is:**

**For a hunting ticket:**

- **HUF 3,000 per policyholder per insurance period.**

**For a hunting licence:**

Duration	HUF/policyholder
1- 30 days	4,000
31- 60 days	8,000
61- 90 days	12,000
91-120 days	16,000
121-150 days	20,000
from 151 days to 1 year	24,000

## **10. Sum insured (indemnity limit)**

### **10.1. Sum insured (limit of indemnity), rules for cover replenishment**

The sum insured (limit of indemnity) at the time of the occurrence of the insured event is the upper limit of the insurer's obligation to provide a service. The indemnity limit for each claim event is the highest amount that the insurer pays out in relation to an insured event.

The indemnity limit established for the insurance term is the highest amount that the insurer can pay out during one insurance term.

### **10.2. Sums insured in the case of liability insurance (indemnity limit) HUF 20,000,000 per claim and per insurance period and per policyholder.**

#### **For accident insurance**

The sums insured for accident insurance are included in paragraph 12.2.

The amount of sum insured for a given insurance term shall be reduced by the amount paid for claims for insured events occurred during that same period, unless the contracting party supplements the premium accordingly. The insurer may reduce the sum insured for a given period of insurance if the contracting party has been advised thereof in writing at the latest at the time of the provision of the service and the premium for the replenishment of cover was also stated. If the contracting party does not exercise the right to cover replenishment the contract shall remain in force for the current period of insurance with the limit of indemnity reduced by the amount paid.

## **11. Deductible**

The insurer does not apply a deductible.

## **12. The insurer's benefit**

### **12.1. For liability insurance**

In the absence of other agreements, the insurer shall always use the following terms with the meaning defined in the below definitions.

**Personal injury claim:** when the injured party dies, or sustains a permanent health damage (accidental disability) or bodily injury.

**Asset-based claim:** the destruction, elimination, loss, damage to or depreciation of an asset. Any asset which may be possessed qualifies as an asset, which also includes money and securities.

The insurer indemnifies the injured party, up to the indemnity limit for losses and damages for which the policyholder is liable under the provisions of the Hungarian law and occur as a loss/damage in relation to the insured event, including:

- in the case of asset, damage and personal injury claims, the devaluation in the assets of the injured party, or the expenses required for the elimination of the detrimental property effects at the injured party and the loss of income of the injured private individual in the case of claims related to personal injuries;
- the restitution payable by the policyholder for personal injuries;
- the default interest charged on the compensation claim or restitution claim, unless the default interest applies due to the late fulfilment of claim reporting obligation;
- expenses of legal proceedings relating to the insured event, the fee of the attorney-at-law providing legal representation services to the policyholder and the cost of the expert employed for establishing the legal basis or as specific amount providing that those costs incur on the basis of a prior written approval or guidance of the insurer;
- the social security compensation claims charged to the policyholder;
- eligible and certified expenses falling within the scope of damage limitation and compensation. The insurer shall reimburse the costs of mitigation and compensation even if they are not successful;
- in the case of personal injury-based claims the insurer shall also reimburse property damage that relates to the personal injury of the injured party and medically justified expenses related to the condition of the injured party. The eligibility for compensation of property expenses related to the condition of the injured party is established by the insurer's medical expert.

For the purposes of the application of this insurance term:

- the date of the damage is the day on which the act causing the damage takes place. In case the loss occurs through default, the date of the loss shall be the day when the omitted measure or action could have been carried out without the occurrence of the loss;
- in the case of a series of losses, the date of the first act giving rise to the series of losses;
- the date of the damage is the day from which the policyholder's compensation payment obligation false due;
- in the case of personal injury, the date of the occurrence of the loss;
- in case of death the date of death;
- in the case of bodily injury, the date of the injury, even if the injured person dies as a result of the bodily injury within one year of the date on which it occurred;
- in the case of impairment of health, the date of impairment;
- in the case of disputed health deterioration (personal injury with a slow progress) when the physician established the health deterioration for the first time;
- with regard to asset-based claims the date of the damage is the day when it occurs;
- in the case of injury to life, physical safety or health as a personal right in connection with an insured event, the date of the occurrence of the injury shall be the date of the occurrence of the damage;
- the date of occurrence is a series of losses is the day of the first loss event of the series;
- the date of notification of the claim is the date on which the policyholder notifies the insurer of the occurrence of the claim as provided for in the paragraph on the obligation to notify the insurer of the occurrence of the claim.

If the damage occurs not only as a result of the insured event but also of other events, the insurer shall provide indemnification only for part and to the extent of the claim, which is the consequence of the insured event.

In the event of an insured event, the insurer will pay compensation up to

the limit(s) of indemnity applicable at the time of the event, subject to the provisions of these insurance terms and conditions.

The insurer provides indemnification in relation to an insured event up to the indemnity limit effective at the time of the damage but no more than up to the indemnity limit effective during the particular insurance term.

## 12.2. For accident insurance

**Under the insurance the insurer undertakes to provide the following services in the event of accidents as defined in paragraph 2.2.:**

- **in the event of accidental death, the payment of a lump sum of HUF 1,500,000 (i.e.: one million five hundred thousand Forints);**
- **in the event of accidental disability (permanent impairment of health), the payment of HUF 1,500,000 (i.e. one million five hundred thousand Forints) for 100% disability, or a proportion of the sum insured reflecting the degree of disability between 10 and 99%;**
- **in the event of a bone fracture, cracked bone or disability of less than 10%, a lump sum of HUF 60,000 (i.e.: sixty thousand Forints) in convalescence support;**
- **in the case of accidental hospitalisation: reimbursement of HUF 4,000 per day.**  
**No deductible, reimbursement limit: 15 days.**

### Accidental death

The insured event is the death of the policyholder due to an accident within the period of insurance, if the death occurred within one year of the date of the accident.

### Accidental disability (permanent impairment of health)

An insured event shall mean the accidental disability of the insured person occurring within the period of insurance and within no more than two years from the date of the accident, which is a physical, sensory and/or mental impairment of the policyholder's ability to function as a result of an accidental injury, which limits the normal activities of life. The extent of the disability shall be determined by the insurer based on paragraph 12.3 of these Terms and Conditions.

### Broken bones, fractures

An insured event is an accidental fracture or crack of a bone occurring during the period of cover. Fracture or crack of a bone: an external mechanical impact which results in the total or partial loss of continuity of the bone. In the case of a fracture of a tooth, the fracture of a living tooth is a bone fracture.

### Daily reimbursement of the cost of accidental hospitalisation

The insured event is the medically justified hospitalisation (in-patient care) of the policyholder due to an accident within the period of cover, provided that the hospitalisation is causally related to the accident occurring during the period of cover and the hospital stay exceeds 24 hours.

Hospital: Permitted or registered as such by the health authority:

- hospitals, clinics under the permanent management and supervision of a medical specialist;
- hospitals in the workplace;
- hospitals of the armed forces;
- any other medical institution recognised by the competent health authority to which the policyholder is referred by a doctor.

For the purposes of contracts concluded under these terms and conditions, the following in particular shall not be considered hospitals:

- medical institutions and sanatoria for lung patients;
- medical and nursing institutions for people suffering from chronic incurable diseases;
- convalescent homes and follow-up care sanatoria;
- social homes for the elderly and their in-patient wards;
- spas and other health care establishments;
- institutions for the treatment and care of the mentally and psychologically ill people.

In the event of death resulting from an accident occurring within one year of the date of the accident, the insurer will pay the sum insured for

accidental death. From the accidental death benefit, the insurer deducts the amount already paid for disability resulting from the same accident. If the total of benefits paid for accidental disability exceeds the amount of benefits paid for accidental death, the insurer may not reclaim any excess payment.

In the event of permanent disability of 10% or more as a result of the accident, established within two years of the accident, the insurer will pay out of the amount from the sum specified in the contract that equals to the degree of disability, up to a maximum of 100% of the sum insured under the contract.

The rates (degrees of disability) of permanent accidental injuries resulting from accidents occurring during the term of the contract are cumulative.

In the case of injuries resulting from different accidents during the given insurance year with interdependent consequences, the insurer will pay for the injury with the most serious consequences, reducing the amount to be paid by the amount already paid for the less serious injuries.

Hospitalisation may be either single or interrupted.

If the insurance terminates during the period of accidental hospitalisation, the insurer will provide benefits for a period up to the date of termination of the insurance contract, even if the hospitalisation ends after the termination of the insurance contract.

The insurer does not apply a waiting period.

### 12.3. The degree of disability shall be determined in accordance with the following table.

Body parts degree of	Disability impairment
loss or complete immobility of one complete upper limb from the shoulder joint	70%
loss or complete immobility of one complete upper limb from the elbow joint	65%
loss or complete immobility of one upper limb below the elbow joint or complete loss or immobility of one hand	60%
complete loss or immobility of one thumb	20%
complete loss or immobility of one index finger	10%
total loss or disability of any other finger	5%
total loss or immobility of one lower limb above mid-thigh	70%
total loss or immobility of one lower limb up to the mid-thigh	60%
total loss of one lower limb up to mid-leg or total loss of one foot or disability	50%
complete loss or immobility of one foot at ankle level	30%
total loss or inoperability of one big toe	5%
total loss or immobility of any other toe	2%
total loss of vision in both eyes	100%
total loss of sight of one eye	35%
total loss of vision in one eye, if the policyholder has already lost the sight in the other eye before the insured event	65%
total loss of hearing in both ears	60%
total loss of hearing in one ear	15%
total loss of hearing in one ear if the policyholder has already lost the hearing in the other ear before the insured event	45%
total loss of the ability to speak	60%
total loss of sense of smell	10%
total loss of the sense of taste	5%

(1) The extent of permanent health impairment (accidental disability) is determined by the insurer's medical expert. In the assessment, the decision of the insurer's doctor and the insurer's benefits are independent of the social security procedure and its outcome.

(2) In the event of partial loss of or damage to the sensory organs or parts of the body listed in the table, the degree of disability shall be determined by the insurer's doctor to the corresponding extent.

(3) In the event of partial loss of function of the sensory organs, the benefit may be determined as no more than 75% of the corresponding degree of disability.

(4) If the degree of disability cannot be determined from the table, it will be determined by the insurer's doctor.

(5) In the case of multiple injuries resulting from a single accident, the percentages resulting from the disability table and from paragraphs (2), (3) and (4) are added for the purposes of the service. The upper limit of service for the accidental disability benefit shall be the sum insured according to the contract.

(6) If the degree of permanent disability cannot be established, both the policyholder and the insurer shall have the right to request a reassessment of the degree of invalidity and the date of the change each year.

(7) If the reassessment results in a higher invalidity benefit, than the insurer has already paid:

- the policyholder is entitled to the additional benefit, and
- interest on the additional service from the date of the change forming the basis of the additional service, as provided by law.

(8) In the event of the death of the policyholder:

- if it occurs within one year of the accident as a result of the same accident, no disability benefit may be paid;
- if it occurs after the accident, within the limitation period, for reasons unconnected with the accident, and the degree of permanent disability has not been established, but the insurer recognises the obligation to pay disability benefits, the heirs of the policyholder shall be entitled to disability benefits according to the degree of permanent disability established by the last medical examination.

(9) After the final degree of disability has been established, the accidental disability insurance amount payable shall be reduced by the accidental disability advance and the amount of the convalescence support paid for disability of less than 10%.

(10) The insurer will pay the sum insured specified in the contract (only once even in the case of multiple injuries to the same insured person from a single event) immediately after the claim has been assessed, if the policyholder suffers a disability of less than 10% or a fracture or a crack of a bone as a result of an accident meeting the criteria set out in the terms and conditions.

## 13. Special obligations of the contracting parties

### 13.1. Obligations of the policyholder, contracting party

#### 13.1.1. Obligation to provide information

If the contract is not concluded by the policyholder, the contracting party shall be required to notify the policyholder of the statements received and of any changes in the policy until the entry of the policyholder.

#### 13.1.2. Obligation to report and report changes

When the contract is concluded, the contracting party must notify the insurer of any circumstance that is relevant in terms of the insurance and is known or had to be known by them. The contracting party shall satisfy this obligation by truthfully answering the questions asked by the insurer in writing. Failure to answer questions does not in itself constitute a breach of the obligation to communicate.

At the request of the insurer, the contracting party (policyholder) is obliged to submit to the insurer the documents, contracts and official decisions which are relevant to the insurer's risk and the contract, subject to the rules on confidentiality and data protection.

The contracting party must notify the insurer in writing by post of any change in the material circumstances within 15 days of becoming aware of them.

In the event of any breach of the obligation of disclosure and notification of changes, the obligation of the insurer shall not take effect, unless the contracting party is able to prove that the insurer was aware of the concealed or undisclosed circumstance when the contract was concluded or that such circumstance had no influence on the occurrence of the insured event.

The insured and the contracting party are equally bound by the obligation to report changes and disclose information; neither of them may refer to circumstances that they failed to disclose to the Insurer although they

should have been known to them, and they were obliged to report such circumstances.

### **13.1.3. Loss prevention and mitigation obligation**

The contracting party and the policyholder shall take reasonable precautions in order to prevent any loss or damage. The requirement of taking reasonable precautions shall apply also if the obligation of the contracting party and the policyholder to prevent damage is provided for in the contract, including the means and processes and the qualification requirements.

The contracting party and the policyholder shall mitigate the damage based on the insurer's specifications and according to its instructions given at the time when the damage or loss occurred, or failing this, they shall proceed under the principle of reasonable conduct.

The justified cost of mitigating damages shall be borne by the insurer within the limits of the sum insured even if mitigation of damages has been unsuccessful.

After the occurrence of a loss event, the contracting party (policyholder) must immediately notify the ambulance service in the event of personal injury, and must immediately report any suspected crime to the police authorities and enclose a copy of the police report to the claim report.

The policyholder shall keep their firearms in good working order, maintain them and repair any defects, deficiencies or damage without delay.

In addition to the above, the contracting party and the policyholder shall mitigate the damage in accordance with the requirements of the conduct normally expected in the circumstances.

### **13.1.4. Damage reporting obligation**

The policyholder shall report to the insurer the insured event or any circumstance that may constitute the basis of such a claim and the enforcement of the related claim within 30 days from its actual occurrence or obtaining information about it.

The insurer's obligation shall not take effect if the contracting party or the policyholder fails to report to the insurer the occurrence of a claim event within the time limit specified in the first paragraph, fails to provide the information necessary, or fails to facilitate verification of the information provided, and, as a consequence, circumstances which are considered material from the point of view of the obligation of the insurance company become undetectable.

**The policyholder/insured person may make a claim using one of the following contact details:**

**Groupama Biztosító Zrt., Service/Special Claims, phone: +36 30 535 5200, technical mailbox: vadaszkar@groupama.hu**

### **13.1.5. Documents required for making a claim**

In view of the conditions of the event, the burden of proof and requirements of due enforcements of the law the insurer may request the presentation of the following documents in order to fulfil its payment obligation:

#### **For liability insurance:**

- the insurer's claim application form, completed and signed, or a claim report containing the same information (reporting the event, describing the circumstances in detail, indicating the event, its time and place of occurrence, the damaged property/person, requested benefit amount, supported with data, in writing);
- documents proving the fulfilment of the requirements laid down in the insurance contract (e.g., hunting ticket or hunting permit) and documents required for the identification of the circumstances of occurrence and consequences of the insured event (e.g. declaration of the policyholder and other person aware of the insured event about the circumstances of the insured event and copies of the reports containing that information);
- if the police, administrative or other authority launched proceedings in relation to the insured event or the circumstances constituting the basis of it, then the documents generated during the proceedings and included in the file of the proceedings (effective decision adopted in criminal or offence proceedings only if it is available when the claim is submitted or during the settlement of the claim);
- medical documents of the policyholder and the injured party related to the insured event and the prior medical data: documents prepared by

the family practitioner or company doctor, or during outpatient or inpatient care, documents certifying the use of medicine;

- documents containing the data of the policyholder or injured party in relation to the insured event or the underlying circumstances, managed by the social security body or some other person or organisation (based on the authorisation of the data subject granting exemption from confidentiality and required for the collection of data);
- documents (invoices, accounting documents, expert opinion, reports, photos, contracts supporting the claim and required for the decision on the compensation (benefit) claim; if the documentation is in a foreign language, its Hungarian translation, the cost of which shall be covered by the party submitting the claim);
- documents suitable for certifying the expenses incurred during the use of equipment and resources of any rescue, prevention or loss mitigation effort in relation to the insured event.

Among those listed above, the insurer may only request the submission of files and documents that are required for assessing the legal ground and the degree of the insurance service undertaken in the terms and conditions. The insurer may verify the documents submitted for the assessment of the compensation (benefit claim) and may also request and obtain other documents related to the assessment of the reported claim.

In addition to the documents listed above, the policyholder or the injured party shall have the right to certify the losses and expenses with order instruments and documents in accordance with the general rules of providing evidence in order to enforce their claim.

The policyholder shall make available all information for the settlement of the claim and assist the insurer in the establishment the amount of the claim, the settlement of the claim and in averting unjustified claims.

The policyholder shall allow the insurer's expert to review the cause of the loss/damage, the circumstances of its occurrence and its degree as well as the extent of the compensation payable by the policyholder.

#### **For accident insurance:**

- written notification of the claim, stating the cause, extent and date of the loss or damage, and, **in the case of payment by the insurer, the policyholder's bank account number;**
- **document proving insurance cover;**
- death certificate;
- certificate of post-mortem examination, autopsy report, results of official and forensic medical examinations certifying the cause of death;
- medical documents from the treating doctor relating to the occurrence of the insured event and its consequences, results of medical examinations, documents proving incapacity for work, medical expert's reports;
- the documents and medical expert's records required for the verification of the exemptions of the insurer and exclusions provided for in paragraphs 14 and 15;
- any document credibly proving the identity of the beneficiary, legal or probate order, certificate of inheritance, final decision of the guardianship authorities.

In addition to the documents listed above, the policyholder or the injured party shall have the right to certify the losses and expenses with order instruments and documents in accordance with the general rules of providing evidence in order to enforce their claim.

The policyholder shall make available all information for the settlement of the claim.

## **13.2. Obligations of the insurer**

### **13.2.1. Obligation to provide information**

The insurer must inform the contracting party and the policyholder of

- the details of the contract;
- at the insured person's request, of the settlement of reported claims, the payment of the amount of the benefits, the payment of claims or any obstacles thereto.

### **13.2.2. Obligation to provide the service**

The insurer undertakes to provide the services specified in detail in these insurance terms and conditions. At the time of performance, the insurer fulfils its service obligation in the contract in the official Hungarian currency,

**by bank transfer**, which is due within 15 days from the date of receipt of the claim and/or all the documents required for the assessment of the legal grounds by the insurer (year, month, day).

If the insured person is required to produce supporting documents or to make a declaration (e.g. a declaration admitting liability), the time limit shall be calculated from the date on which the last document or declaration is received by the insurer.

In connection with the Insurer indemnity obligation arising out of the insurance contract, as regards indemnification in respect of services which are subject to VAT (material costs, repair cost or reconstruction cost) and which are necessary for the reinstatement of conditions to a state which existed prior to the loss or to eliminate the consequences of a loss, the Insurer shall only pay indemnification for the VAT amount on the basis of an invoice indicating the amount of VAT or from which one can determine the amount of the applicable VAT. If the same liability insurance event is insured by more than one insurers independently, the policyholder shall have the right to submit their claim to one or more of such insurers. The insurer to which a claim is submitted shall be liable to make a settlement payment under the terms and conditions stated in the document verifying insurance cover and up to the sum insured as specified therein, while reserving the right to lodge a claim for compensation relating to the other insurers. Under the claim for compensation, the insurers shall cover the claims paid jointly subject to the terms and conditions and in proportion to the indemnity limits according to which the individual insurance companies would be liable to the insured person.

**13.3.** Acknowledgment by the insured person, effect of performance and composition in respect of the insurer for liability insurance.

The policyholder's acknowledgement and settlement of the injured party's compensation claim, and any related composition shall be considered effective with respect to the insurer only if the insurer has granted prior consent or acknowledged it after the fact.

The insurer may not allege that the policyholder's acknowledgement and settlement of the injured party's claim, and any related composition has no legal force in respect of the insurer, if the claim is manifestly well founded. If the court has ruled against the insured person, it shall apply with respect to the insurer if it has participated in the lawsuit, provided for the insured person's legal representation, or he has waived the above.

## 14. Exemption

**The insurer shall be exempted from providing the service specified in the insurance terms and conditions if it proves that the facts under one of the exemption provisions defined in these insurance terms and conditions are causally linked to the claim.**

**The insurer shall be exempt from the obligation to provide a service if it can prove that the loss was caused by the unlawful, wilful or grossly negligent conduct of the**

- **contracting party or the policyholder;**
- **a relative, member of their managerial staff, employee or agent living in the same household as the contracting party or the policyholder, or**
- **any executive officer of the insured legal person, or any member, employee or agent of such insured legal person authorized to manage the insured property.**

**This provision shall also apply to any breach of the obligation to prevent and mitigate damages.**

**In particular, the following damage may be considered as grossly negligent for the purposes of the exemption if:**

- **that fact has been established by a decision of a court or other authority;**
- **the damage caused to the injured party is the consequence of severe and/or continuous violation of the applicable administrative or contractual loss prevention regulations;**

- **the pursues its activity without the personal and physical conditions required by the legal and in other binding regulations and that fact was a factor in the caused damage;**
- **the policyholder caused the damage while performing an activity without a licence and/or notification or by exceeding their scope of competence or tasks;**
- **the damage was caused by the policyholder being drunk or under the influence of any alcohol or intoxicating substance in excess of 0.1 mg/l of alcohol in the air or 0.2 g/l of alcohol in the blood;**
- **any damage caused directly during the performance of any activity requiring a licence and/or notification performed without a licence and/or notification although it requires a regulatory licence, or by exceeding the scope of competence or tasks;**
- **the damage occurred under the same circumstances as prevailed during a previous damage and because the policyholder did not take the required actions to prevent the damage despite being warned in writing by an authority or the insurer of the risk of repetition of the damage.**

## 15. Exclusions, non-covered events

**15.1. The liability insurance does not cover:**

- a. losses and damages caused and occurring abroad (not within the borders of Hungary);**
- b. damage covered by other liability insurance;**
- c. damage occurring during hunting and attributable to the policyholder's hunting dog keeper capacity;**
- d. damage caused to a relative within the scope of liability.**

**15.2. The accident insurance does not cover:**

- a. incidents directly related to the policyholder's intoxication (exceeding 0.1 mg/l of alcohol in the air or 0.2 g/l of alcohol in the blood);**
- b. insured events caused due to the consumption of a drug or intoxicating substance, or of a drug not prescribed by a doctor, or by a loss of consciousness or discretion;**
- c. events related to suicide, self-mutilation or attempts thereof;**
- d. hospitalisation necessitated by sickness relating to reimbursement of daily hospital costs and accidental cost reimbursement surgical allowance insured events;**
- e. in the case of fracture or crack of a bone, when any pathological bone fracture, osteomyelitis, severe bone thinning, osteoporosis or their complications resulting from any bone disease (e.g. any form of bone and cartilage tumour) may have contributed directly or indirectly, in whole or in part, to the occurrence of the insured event;**
- f. if the policyholder consulted a doctor too late and therefore the condition could not be controlled by medication but only by surgery, or was hospitalised and the insured event is not death;**
- g. insured events in connection with mental and behavioural disorders;**
- h. in addition to those listed in paragraph 15.2, the insurer does not provide cover for fatal accidents due to cardiac infarction, epilepsy and stroke;**
- i. parts of the body or organs that are damaged, mutilated, intact or functionally impaired for any reason prior to the accident giving rise to the insured event are excluded from insurance.**

## 16. Other provisions

### 16.1. Regress claim

The insurer may not make any regress claim against the policyholder causing the damage if the insured event is covered by accident insurance and will not do so in the case of liability insurance.

### 16.2. Penalty clause

The insurer is not obliged to cover or provide any benefit and the insurer shall be obliged to reject any indemnification based on this insurance contract if such a benefit or indemnity payment is subject to any sanction, prohibition or restriction based on a resolution of the United Nations Organisation and/or are subject to any economic or trade sanctions introduced by the European Union, France, the United States of America or any national legislation.

### 16.3. Limitation period

The time limit of the claims arising from an insurance contract is five years from the due date.

## 17. Closing provisions

**17.1.** The insurance contract established on the basis of these terms and conditions shall be governed by the Hungarian law. In matters not regulated in these contracting terms and conditions and in the insurance contract, Act V of 2013 on the Civil Code and the effective Hungarian legal regulations shall prevail.

In the event of a dispute, among the Hungarian version and English version, the Hungarian version of the terms and conditions shall prevail. The insurance company can issue the document proving the coverage in

Hungarian or English. During the duration of the insurance contract, the information is provided in Hungarian, in the event of a dispute, the Hungarian language version of the information shall prevail.

**17.2.** The theoretical and practical information concerning personal data processing and the contact details of the insurer (postal address, telephone number, website address), information about the supervisory authority and consumer protection procedures relating to insurance contracts are included in a separate document prepared under the title of useful information, constituting part of these contracting terms and conditions.

## 18. Deviation from previously applied terms and conditions and from usual contractual practice

**The terms and conditions of the exemption of the insurer and the limitations of the insurer's benefit, as well as the exclusions applied in the insurance contract are contained in these general contracting terms and conditions, highlighted in bold.**

**Please note that these terms and conditions differ from the conditions previously applied by Groupama Biztosító Zrt. as the insurer has amended them as follows:**

- **it clarified the definition of accident insurance;**
- **it clarified the definitions of the period of insurance, start and end of the cover;**
- **it changed the amount of the premiums, the insurance limits and the services provided by the insurer;**
- **it changed the contact details for reporting claims;**
- **it changed the definition of intoxication.**