



Aegon OKÉ Home Insurance Terms and Conditions

Valid as of 1st of May 2018

The language of the contract is Hungarian. If requested by the Policyholder, the Insurer may in writing agree to and thus be obliged to have the contract prepared in a foreign language and submit the necessary documents, but the Hungarian wording thereof shall be regarded as the authoritative wording.

Aegon OKÉ Home Insurance

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Aegon OKÉ Home Insurance

Aegon OKÉ Home Insurance (abbreviated as OKÉ) shall be concluded subject to the present General and Special Terms and Conditions between Aegon Magyarország Általános Biztosító Zrt. (hereinafter: Insurer) and any natural person or business organization (hereinafter: Policyholder). Pursuant thereto, the Insurer shall be obliged to provide cover against the perils specified in the policy and to pay indemnity upon the occurrence of a specific insurance event occurring after the risk commencement date and defined in the terms and conditions, whereas the Policyholder shall be obliged to pay the insurance premium.

The Insurer's service covers the payment for the insured person's loss in the amount and in the manner specified in the contract and other policy benefits (indemnity insurance) or the payment of a sum specified in the contract (fixed-sum policies).

The basic insurance shall be Indemnity Insurance against fire, explosion and other natural disasters as well as a liability insurance, the conclusion of which is a condition to the conclusion of any rider.

The language of the contract is Hungarian. If requested by the Policyholder, the Insurer may in writing agree to and thus be obliged to have the contract prepared in a foreign language and submit the necessary documents, but the Hungarian wording thereof shall be regarded as the authoritative wording.

As regards issues not regulated in the General and Special Terms and Conditions, the provisions of the current acts of the Hungarian legislation especially those of Act V. of 2013, that is the Hungarian Civil Code shall apply.

General Terms and Conditions

The present Terms and Conditions shall be applicable in all cases when an Indemnity Insurance policy and rider(s) of Aegon OKÉ Home Insurance are concluded between the Policyholder and the Insurer (hereinafter: the Parties); however, they shall only be applicable unless the provisions set out in the Special Terms and Conditions of and Appendices to the Indemnity Insurance policy and the rider(s) are otherwise specifically stipulated.

Unless otherwise stipulated by the General Terms and Conditions or by the Special Terms and Conditions of any rider, terms defined in days are to be understood as calendar days.

I. INSURER, POLICYHOLDER, INSURED

1. Insurer

- 1.1. Aegon Magyarország Általános Biztosító Zártkörűen működő Részvénytársaság (abbreviated as Aegon Magyarország Zrt.). **The Company is a general legal successor to Állami Biztosító established by Council of Ministers Resolution 1016/1986. (IV.17.), transformed into a business association (company) pursuant to Act XIII of 1989, with effect from 1 July 1990, and operating with new licence of activity on the basis of resolution H-EN-II-120/2016 of the Hungarian National Bank.**

The Company is registered under number 01-10-041365 by the Metropolitan Court of Budapest as Court of Registration.

Tax number: 10389395-4-44.

The company's registered office: Üllői út 1, H-1091 Budapest, Hungary

1.2. Customer Service Office

Phone number: +36-1-477-4800

Address: aegon.hu/irjonnekunk

The list of addresses of customer service offices is available on the website (www.aegon.hu/elerhetosegek/kiemelt-ugyfelszolgalati-irodak).

- 1.3. The Insurer is bound to publish a report on its solvency and financial status. The obligatory content of the report can be found on the home page of the Insurer (www.aegon.hu).

- 1.4. The Supervisory Authority of the Insurer is the National Bank of Hungary (Krisztina krt. 39, H-1054 Budapest, Hungary)

1.5. Complaint handling

Clients are entitled to communicate their complaints on the Insurer's conduct, actions or omissions or those of its employees or trusted agents or – in terms of a given product – or any person empowered to carry out supplementary insurance promoting activities on behalf of the Insurer. The complaints can be made verbally (personally, or on the phone) or in writing (by means of a document delivered personally or by another

person, by mail, telefax, or electronic mail). The Insurer's 'Complaint management policy' is accessible and can be viewed at the Insurer's customer service offices and on its website at: <https://www.aegon.hu/elerhetosegek/panaszkezelesi-szabalyzat.html>.

1.5.1. **Verbal complaints can be made:**

- a) personally: at all offices open to clients (Customer Service Offices, Sales points), at their opening hours. The addresses and opening hours of offices are available on the website at www.aegon.hu.
- b) by phone: (+36) 1-477-4800 (8.00–20.00 on Mondays, 8.00–18.00 on other working days)

1.5.2. **Written complaints can be made:**

- a) by way of a document delivered personally or by another person at an office open to clients
- b) by post (Central Complaints Office, P.O. Box: 245, H-1813 Budapest, Hungary)
- c) by fax: (+36) 1-476-5791
- d) electronically: on the online complaint form available on the website at www.aegon.hu or sent by e-mail to panasz@aegon.hu. For security reasons, our Company provides only general information by e-mail, the relevant response to complaints is sent by post.
- e) in cases concerning data handling (by e-mail): adatvedelem@aegon.hu

1.5.3. **Legal remedy**

1.5.3.1. In the event that the complaint is rejected, partly or entirely, or the 30-day legal deadline for investigating a claim passes with no effect, clients deemed as consumers¹ may apply to the following forums for legal remedy.

- In the case of a legal dispute relating to the execution, validity, legal effects and termination of the insurance relationship or breach of contract and its legal effects, proceedings before the arbitration board may be instituted, or the case may be brought to court according to the rules of civil procedure.

Financial Arbitration Board:

Registered office: Magyar Nemzeti Bank, Krisztina krt. 39, H-1013 Budapest, Hungary

Postal address: Magyar Nemzeti Bank, P.O. Box: 172, H-1525 Budapest, Hungary

Phone: (+36) 80-203-776

E-mail address: ugyfelszolgalat@mnbb.hu

For more information please visit www.felugyelet.mnbb.hu/pbt

Aegon Magyarország Zrt. has not supplied a general statement of submission before the Board.

Court: Court of competent jurisdiction for the case (www.birosag.hu)

- A consumer protection review procedure may be initiated in case of any (implied) violation of the consumer protection regulations set out in Act CXXXIX of 2013 MNB on the service provider's conduct, actions or omissions.

Consumer protection procedure:

Magyar Nemzeti Bank, registered office: Krisztina krt. 39, H-1013 Budapest, Hungary

Postal address: Magyar Nemzeti Bank, P.O. Box: 777, H-1534 Budapest BKKP, Hungary

Phone: (+36) 80-203-776

E-mail address: ugyfelszolgalat@mnbb.hu

For more information please visit www.felugyelet.mnbb.hu/pbt.

Clients deemed as consumers may request a 'Petition' document to be sent, serving as a basis for instituting a procedure at the Financial Arbitration Board / Financial Consumer Protection Center.

Way of submitting a request:

- By phone: (+36) 1-477-4800
- By mail: P.O. Box: 22, H-9401 Sopron, Hungary
- By e-mail: panasz@aegon.hu.

The form is required to be sent in a manner possible to be evidenced, free of charge, by e-mail or by post – as requested by the client.

The insurer makes such forms available on its website at www.aegon.hu and at its offices open for customer service.

¹ A consumer means any natural person acting for purposes which are outside his independent profession or economic activity.

1.5.3.2 Clients who do not qualify as consumers²

After submitting a complaint to the insurer, clients not deemed as consumers may seek legal remedy at the court of competent jurisdiction (www.birosag.hu).

2. Policyholder

The Policyholder may be an entity which is interested in avoiding an insurance event on the basis of legal relationship to a property or a person, or which concludes the policy to the benefit of a party interested. Any indemnity insurance taken out contrary to this stipulation is void. The Policyholder submits the proposal and is bound to pay the insurance premium on condition that the contract comes into existence. The Policyholder shall be the recipient of the legal declarations of the Insurer, and is entitled and bound to submit any legal declarations related to the insurance, as well as to inform the Insured, provided that a policy is taken out to the benefit of a party other than the Policyholder (the Insured).

2.1. Consumer: a natural person who is acting in connection with a given agreement for a purpose which is outside his independent profession or economic activity

2.2. Not consumer:

- not a natural person but a legal entity or a business association,
- a natural person who is acting for a purpose which is related to his independent profession or economic activity (a sole entrepreneur, or an executive officer of a legal entity or a member, an employee or a trustee of the insured property of the legal entity).

2.3. Providing the contract is not taken out by a consumer, it is to be noted that the Insurer will manage the contract in accordance with the regulations cogent for the benefit of the Policyholder, the Insured or the Beneficiary as regulated by the Civil Code on consumer insurance contracts.

3. The Insured Persons

On the basis of the present terms and conditions

3.1. with respect to buildings and structures the Insured parties may be:

- a) the natural person named on the proposal/policy as Insured: owner, tenant;
- b) the co-owners in proportion to their share of ownership;
- c) business organization named on the proposal/policy.

3.2. with respect to movables the Insured parties may be:

- a) the Insured parties of the buildings and structures (3.1.);
- b) if no building coverage is included in the contract, the natural person, legal entity or business organisation named on the proposal/policy; and
- c) in the case of permanently inhabited buildings, the close relatives and relatives (as per § 8:1 of the Civil Code³) whose residential card's permanent or temporary address is made out to the risk location named on the policy, and who at the time of the occurrence of the insurance event permanently live in the same household with the Insured named on the policy of buildings and/or movables (as per 3.1. and 3.2. a), provided that the Insured is a natural person who qualifies as a consumer
- d) in the case of not permanently inhabited buildings, the close relatives and relatives (as per § 8:1 of the Civil Code) who at the time of the occurrence of the insurance event permanently live in the same household with the Insured named on the policy of buildings and/or movables (as per 3.1. and 3.2. a), provided that the Insured is a natural person who qualifies as a consumer.
- e) in the case of rented accommodation, the close relatives and relatives who at the time of the occurrence of the insurance event permanently live in the same household with the Insured named on the policy provided that the Insured is a natural person who qualifies as a consumer

3.3. Conditions to insurance riders may define the circle of the Insured persons different from the general stipulations.

4. Entering into a Contract

Providing the Contract was not taken out by the Insured, the Insured may enter the contract by a written declaration; the consent of the Insurer is not required but its notification. By entering the contract, all the rights and obligations of the Policyholder are taken over by the Insured.

Providing the Insured enters into the contract, premium payment due in the current period is the universal liability of the Insured and the Policyholder but the Insured entering into contract is obliged to reimburse the Policyholder the costs related to the contract, including the insurance premium.

² A natural person or business organisation acting for purposes related to his independent profession or economic activity.

³ Close relatives are spouses, next of kin, adopted children, stepchildren, foster children, adoptive parents, stepparents, foster parents, and siblings. Relatives are close relatives, domestic partners, spouses of the next of kin, spouse's next of kin and siblings, and spouses of siblings.

II. THE CONCLUSION OF THE CONTRACT

OKÉ Home Insurance contracts may be concluded on condition that the Policyholder makes a proposal concerning at least the basic insurance events (section IV.1 of special terms of indemnity insurance) related to the buildings and/or auxiliary buildings and/or household movables and/or properties associated with an earning activity.

1. The contract may be concluded verbally or in writing.
 - 1.1. The contract is concluded verbally
 - a) between parties not present in person at the conclusion of the contract by means of any application capable of recording, transmitting or making legal declarations even though the legal declarations made electronically do not comply with the formal requirements of writing providing that the contents of the contract, the time of the legal declaration, the persons making the legal declaration and the corresponding will of the parties can be proved.
 - b) between parties present in person at the conclusion of the contract without recording and signing legal declarations, on the basis of verbal reconciliation providing that the contents of the contract, the time of the legal declaration, the persons making the legal declaration and the corresponding will of the parties can be proved.

A contract concluded verbally is especially one made over the phone or via the internet-based program operated by the Insurer.

- 1.2. The contract shall be construed to have been made in writing both between parties present or not present at the conclusion of the contract
 - a) if the essential contents of the contract have been recorded on paper or digital data medium and have been signed by them or their representatives, or
 - b) if the contents of the contract is executed in a form with facilities for retrieving the information contained in the legal statement unaltered, and for identifying the person making the legal statement and the time when it was made (Civil Code 6:7 § (3)) or
 - c) if the parties have made their legal statements in separate documents, signed them and these documents jointly contain the declaration of corresponding will of the parties.
- 1.3. The parties deem a contract concluded in writing in particular:
 - a) a confirmation of contract recorded by handwritten signature on paper⁴ or digitally,
 - b) a document recorded electronically if its signatory is confirmed by law or by a service provider authorized for verification of electronic signature.
 - c) a contract without signature writing if executed in an electric system protected from informatics and data protection point of view with facilities for retrieving the content of the contract, identifying the person making the legal statement and the time when it was made, all unaltered.
- 1.4. If any party is required by law or resolution by authorities or the court to make legal statements in writing, the legal statement shall be made in writing even though the contract could otherwise be concluded verbally.
- 1.5. In the case of an electronically concluded contract, the Insurer shall inform the one making a legal statement about the special rules of making a legal statement at the time of starting to use the device proposed by the Insurer.
2. Upon accepting the proposal, the Insurer is obliged to make out a document certifying insurance cover (hereinafter: policy) and send it to the Policyholder.
3. **If the policy differs from the Policyholder's offer and if this difference is not contested by the Policyholder without delay upon receipt of the document, the contract shall take effect in accordance with the contents of the policy.** This provision applies to significant discrepancies if the Insurer expressly points out such discrepancies to the Policyholder in writing at the time of issuing the policy. In the absence of a warning notice, the contract shall be executed in accordance with the contents of the proposal.
4. The Policyholder shall be bound by the proposal for a period of fifteen days from the time when it was made, or for sixty days if a health risks assessment is required for the evaluation of the offer.
5. The contract shall be executed also if the Insurer does not respond to the proposal within fifteen days of the time of receipt thereof, – or sixty days if a health risk assessment is required for the evaluation of the proposal –, provided that the proposal was made on the Insurer's own standard proposal form for the type of policy in question, upon receipt of the relevant statutory information concerning the contents of the legal relationship, in compliance with the tariffs applicable.
6. The contract shall be concluded – under the conditions contained in the proposal – with retroactive effect to the date on which the proposal is conveyed to the Insurer.

⁴ *A written proposal filled in manually and signed on paper can only be submitted on a form used or acknowledged by the Insurer which is valid at the time of the submission of the proposal.*

7. The period open for underwriting for the Insurer commences on the day of submitting the proposal, which, depending on the method of concluding the contract, can be the following.
- a) In the case of verbal agreement between parties not present in person at the conclusion of the contract (II.1.1.) it is the day when the proposal is received by the organizational unit designated for reception of the verbal proposal. The designated organizational unit is one of the Insurer's to whom the Policyholder conveys the proposal in the form of verbal communication. In the case of a proposal submitted via the electronic surface operated by the Insurer, the proposal is deemed submitted on the day which is recorded by the electronic system as the day of receipt.
 - b) In the case of verbal agreement between parties present in person at the conclusion of the contract, it is the day when the Insurer records the submission and the receipt of the verbal proposal in line with section II.1.1.
 - c) In the case of a proposal made in writing (II.1.2., 1.3.), it is the day when the agent or representative of the Insurer receives the written proposal, or in case of the absence of being present in person, when it is made accessible to the Insurer by applying any of the proceedings in sections II.1.2., 1.3.
 - d) In case the proposal is made by an independent intermediary (broker) acting on behalf of the Policyholder the day of submitting the proposal is identical with the day of conveying the proposal to the Insurer by applying any of the proceedings in sections 7. a), b), c).
 - e) In case the policyholder submitted the proposal in the framework of remote sales activity, the day of submission is defined on the basis of concluding the contract in line with sections 7. a)–d).
8. If an insurance event occurs during the underwriting period, the Insurer is entitled to reject the claim only if attention has been explicitly drawn to this option and if it is obvious that accepting the proposal is subject to unique risk assessment considering the nature of the insurance cover and the circumstances of risk bearing.
9. The Insurer may request that a preliminary medical test be performed as a condition for concluding the contract if it also contains life insurance. The Policyholder's attention must be drawn to the fact that the Insured shall be entitled to obtain information on medical test results from the healthcare service provider pursuant to Act CLIV of 1997 on healthcare.
10. Should the Insurer reject the proposal within the period specified above, it shall not be liable for any loss or damage occurring within such period. Should there be a refusal, the first premium paid upon signing the proposal shall be repaid without interest within 15 days following the decision. A premium repaid after the specified time shall not affect the risk-taking of the Insurer.
11. The Insurer is not obliged to divulge its reasons for refusing the proposal.
12. A natural person taking out life insurance not in the scope of their profession or business activity shall be entitled to refuse – without divulging reasons – by written notice within thirty days upon receipt information of such a rider coming into effect. The Insurer shall fulfil its obligation on providing information in writing by issuing a policy to the Policyholder of the contract concluded.

If the life insurance rider is not concluded simultaneously with the conclusion of the basic insurance but at a later date, the Insurer shall send a new policy containing the life insurance rider. In this case the thirty day notice commences upon receipt of the new policy.

The Policyholder may not validly waive his/her right of terminating the contract. Upon receipt of the notice of termination, the Insurer shall account for premium payments made by the Policyholder related to the life insurance rider. In this case no expenses shall be subtracted from the payments made.

13. Special rights of the Insurer to modify or cancel the contract
- 13.1. If the insurance contract concluded without the express statement of the Insurer differs from the general terms of the Insurer then the Insurer is entitled to propose that the contract shall be modified in accordance with the general terms. If the Policyholder will not accept the proposal or will not answer within 15 days, the Insurer shall cancel the contract 15 days within receipt of the proposed modification or cancellation with thirty days' notice.
- If the Insurer becomes aware of any material circumstance regarding a contract, or any changes thereof, only after the contract has been concluded, and these circumstances bring about a considerable increase in the insurance risk, the Insurer shall be entitled to make a written proposal within fifteen days after gaining knowledge thereof to modify the contract or may cancel the contract in writing with thirty days' notice. If the Policyholder does not accept the proposal for amendment or fails to respond to it within fifteen 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, if the Insurer warned the contracting party of this consequence when the proposal for amendment was made.

III. COMMENCEMENT OF RISK BEARING

1. Unless the parties agree differently, the risk-bearing of the Insurer shall commence at 0 hours on the day following the submission of the proposal (section II.7. a–d).
2. **The special terms of the indemnity insurance and those of the riders may stipulate that the Insurer's risk bearing shall commence at a later date in relation with some insurance events. Risk bearing of the Insurer shall not apply during the waiting period between the conclusion of the contract and the risk commencement date.**

3. **Risk bearing of the Insurer shall not apply to claims the consequences of which were visible on the insured buildings, constructions and other insured properties at the time of the commencement of risk bearing stated in sections III. 1–2.**

IV. TERM OF THE INSURANCE CONTRACT (DURATION, INSURANCE ANNIVERSARY)

1. **The insurance is concluded for a definite term of one year. The technical commencement of the policy year shall be the first day of the month of risk commencement.**
2. **The insurance shall always be automatically concluded for the subsequent policy year unless the Policyholder or the Insurer indicates their intention not to renew the contract in writing at least 30 days prior to the end of the policy year. The indication must arrive at the addressee at least 30 days prior to the end of the insurance year.**
Cancellation of the contract may refer to the complete contract (basic insurance⁵ plus rider[s]) or just any of the riders. The basic insurance cannot be cancelled without simultaneously cancelling the riders; cancelling the basic insurance results in cancellation of the complete contract (basic insurance plus riders).
3. **Should the Policyholder or the Insurer state in writing at least 30 days prior to the end of the policy period that they do not intend to renew the insurance contract (section IV.2), the contract shall terminate without residual rights at 24 hours on the last day of the policy year.**

V. MODIFICATION OF THE INSURANCE CONTRACT

1. Modification of the Contract by the Policyholder

- 1.1. **Within the one-year duration, the Policyholder is entitled at any time to modify the sums insured of the indemnity insurance** (especially in order to avoid underinsurance or overinsurance (VIII. 7-8) by means of a declaration which is addressed to the Insurer and is verifiably retrievable (II.1.). Also, the Policyholder may initiate the supplementary riders and perils to be cancelled (except for liability insurance), or the sums insured to be modified as well as new riders to be taken out. A proposal for modifying the insurance contract will be handled by the Insurer as per specified under section II.
- 1.2. **Providing the Insurer explicitly accepts the proposal on modification, or it fails to answer the proposal on modification within 15 days, the contract will come into effect in accordance with the proposal on modification**
 - as of the first day of the month following the arrival of the declaration of modification but at least 30 days after, or
 - at a time indicated taking the risk bearing capacity of the insurer into consideration in case the Policyholder indicates a date later than 30 days later.
- 1.3. **Providing the Insurer rejects the proposal on modification within 15 days following its receipt, the contract shall stay in effect with unaltered content so long as the Policyholder shall exercise its rights stated under sections IV.2–3.**
- 1.4. **Providing the Policyholder initiates a modification resulting in the cancellation of a risk event / rider or the reduction in the amount of benefits associated with them, the premium modifying factors (extra charge or discount) applied at the conclusion of the contract may change. The Insured may require information about the changes in premium due to modifying the contract from the customer call service, the advising agent or at the Customer Service Offices of the Insurer.**

2. Modification of the Contract by the Insurer

- 2.1. **The Insurer is entitled to propose modification for the following insurance at least 60 days before the last day of the policy year. The Insurer is obliged to inform the Policyholder in writing about the sections intended to be modified (basic insurance, riders) about the means and about the extent.**
 - 2.1.1. **The Policyholder is entitled to make any of the following statements about the proposed modification:**
 - 2.1.1.1. **The Policyholder shall not make a legal statement (silence) by which the Insurer shall believe that the Policyholder accepts the proposal made by the Insurer.**
 - 2.1.1.2. **The Policyholder makes an explicit legal statement on accepting the proposal made by the Insurer.**
 - 2.1.1.3. **The Policyholder makes a legal statement on the termination of the contract in compliance with sections IV.2–3.**
 - 2.1.2. **Providing the Policyholder does not execute his/her right concerning the proposal made by the Insurer as per sections IV.2–3 (or his/her legal statement is not received at least 30 days before the end of the policy year), the contract shall come into effect for the next insurance year with the content proposed by the Insurer.**

⁵ *Basic insurance means taking out cover for the objects of buildings and/or ancillary buildings and/or household movables and/or business equipment against basic insurance events (Section IV.1. of special terms and conditions of indemnity insurance).*

2.1.3. Providing the contract is modified because of the silence of the Policyholder (section V.2.1.1.1.) but the Policyholder can later justify he/she did not make a legal statement through no fault of his/her own (e.g. inability to make a legal statement for more than 30 days, staying abroad for more than 30 days) and he/she did not want to modify the contract, the Parties may agree on terminating the contract upon the verification of the permanent incapacitation.

2.2. **In the event of any changes in the legal provisions on tax relief or tax credit available in connection with insurance contracts**, after the conclusion of such contracts, the Insurer shall have the right to present a proposal within sixty days after the effective date of the legislative changes for the amendment of the insurance contract or the related standard contract terms so as to reflect changes in the legislative environment and to update the contract to bring the relevant terms in line with the conditions for claiming said tax relief or tax credit.

In the absence of the policyholder's refusal to accept the amendment proposal within thirty days from the time of receipt of notice thereof, the contract shall be amended subject to the terms and conditions set out in the amendment proposal effective as of the time when the relevant legislative changes enter into force.

The policyholder's refusal to accept the amendment proposal shall not serve as grounds for termination of the contract by the Insurer.

2.3. **Significant increase in the level of insurance risk**

If the Insurer becomes aware of any material circumstance regarding a contract, or any changes thereof, only after the contract has been concluded, and these circumstances bring about a considerable increase in the insurance risk, the Insurer shall be entitled to make a written proposal within fifteen days after gaining knowledge thereof to amend the contract or may terminate the contract in writing with thirty days' notice. If the Policyholder does not accept the proposal for amendment or fails to respond to it within fifteen 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, if the Insurer warned the contracting party of this consequence when the proposal for amendment was made.

VI. CASES OF TERMINATION OF THE INSURANCE CONTRACT

1. Nullification of Contracts, Loss of Interest

If the insurance event occurs before the risk commencement date of the Insurer, or its occurrence becomes impossible, or the insurable interest ceases before the insurance coverage becomes effective, the contract or the relevant part of it shall be terminated.

1.2. If occurrence of an insurance event becomes impossible or the insurable interest ceases during the period of risk coverage, the contract or the relevant part of it shall be terminated – except for the transfer of ownership of the insured property.

1.3. The legal effects attached to cases of lapse of interest in the insurance shall not apply, if the lapse of interest results solely from the transfer of ownership of the insured property, and the property in question was held by the new owner previously under a different title.

In that case, insurance cover shall pass together with ownership, and the former and the new owner shall be jointly and severally liable for premium payments due at the time of transfer of ownership.

1.3.1. The new owner is obliged to report transfer of ownership to the Insurer and simultaneously make a statement whether he/she would like to enter into contract as a Policyholder. Providing he/she shall not want to enter into contract, he/she may terminate the contract with thirty days' notice.

1.3.2. Within thirty days after gaining knowledge of the transfer of ownership, the Insurer is entitled to terminate the contract in writing with thirty days' notice.

1.4. Apart from reporting transfer of ownership, the Policyholder at the same time is obliged to prove it (e.g. by an effective contract of sale submitted to the real property registry office, in the case of inheritance, by the legally binding probate warrant).

2. Termination of the Contract by Anniversary

If the Policyholder or the Insurer **makes a statement 30 days prior to the end of the insurance year in writing that they do not wish to renew the contract**, the insurance contract ceases to exist at the 24th hour of the last day of the insurance year.

3. Non-payment of Premium

3.1. Providing the premium due has not been paid, the Insurer – while giving appropriate warning about the consequences – calls upon the Policyholder to complete payment at an additional deadline of thirty days upon sending the notice.

If no payment has been made before the additional deadline, the contract is cancelled with retrospective effect to the payment due date except if the Insurer has enforced premium payment by judiciary means without delay or if the Insurer has granted permission to pay premium at a later date.

3.2. If the premium due has only been paid partially and the Insurer failed to warn the Policyholder to complete payment at an additional deadline, the contract shall remain in effect with the same content for a term which is in proportionate with the period covered by premium.

3.3. **When a claim is reported, the Insurer shall inspect if the contract is covered by premium payment. Should the insurance event occur within the risk-bearing period of the Insurer not covered by premium payment, but the insurance is still in effect, the**

Insurer may deduct the premium(s) not paid but due for the specific period from the payable sum. If the payable sum does not cover the premium to be paid for the given period, the Insurer – with simultaneously informing the Policyholder – shall be entitled to reject the payment of indemnity until the premium due has been paid.

- 3.4. If the premium due is not paid before the additional deadline, nor is it enforced by judiciary means, the Insurer is entitled to claim the amount due until the end of the period of risk-bearing.
- 3.5. If the contract has been terminated due to non-payment of premium in accordance with section 3.1. and 3.2, the Policyholder is entitled to ask in writing that insurance cover shall be reinstated (reactivation). **The Insurer shall not be liable to accept the request for reinstatement. The Insurer may declare that reactivation should be conditional to the payment of the premium for the whole insurance period on top of the payment of the premium due.** Upon the payment of premium, the insurer shall reinstate insurance cover in accordance with the terms and conditions of the contract terminated. **The Insurer shall not be liable to pay indemnity on claims occurring in the period between the termination and reinstatement of risk-bearing.**

4. Common Agreement

The insurance contract can be terminated by the common agreement of the parties (the Policyholder and the Insurer).

5. Consequences of Termination of the Contract

- 5.1. Upon termination of the basic insurance, riders shall also terminate without residual rights.
- 5.2. Upon termination of the insurance contract, neither the Policyholder nor the Insured shall be entitled to have further rights. In the case of fixed-sum and health insurance policies, the contract shall be terminated without residual rights, with indemnity rendered to the Beneficiary on the basis of the riders.

VII. INSURANCE PREMIUM, RULES OF PREMIUM PAYMENT

1. As regards the main and supplementary covers, the base for defining the insurance premium is
- the sum insured specified by the Policyholder, or
 - providing the sum insured is not specified at the time of contract conclusion (sections III.4.1 and 4.2 of Special terms of indemnity insurance), the useful surface area of the building/flat (section III.5 of Special terms of indemnity insurance).

The Insurer determines the insurance premium during the process of premium calculation on the basis of the content of the proposal made up by the Policyholder, taking the data requested at the time of submitting the proposal into consideration. The Policyholder is entitled to compile a proposal opting for the perils⁶ provided by the Insurer as well as to request a quote for any optional combination and be informed about the premium of each peril.

The insurance premium is defined by the Insurer on the basis of its experience gained while settling claims for moveable and immovable properties belonging to the risk community maintained as well as the actual market factors. Providing the Policyholder initiates a modification during the term, insurance premium may change. The Policyholder may require information about the changes in premium due to modifying the contract upon the Policyholder's initiative from the customer call service, the advising agent or at the Customer Service Offices of the Insurer.

2. **The present insurance has an annual premium.** The parties may agree in partial payment and the Policyholder may also choose what type of payment he/she opts for of those offered by the Insurer. Based on the chosen type and frequency, the Insurer may apply an extra charge or discount. The Policyholder can obtain Information concerning the amount of extra charge or discount by the means detailed in the previous paragraph. The frequency and type of the payment selected by the Policyholder is defined in the proposal/policy, the modification of which can be initiated 60 days before the expiration of the insurance period by submitting a proposal or modification. As regards the proposal of modification, section V.1. is effective. Failure to pay any of the instalments in due time results in the loss of possibility to pay in instalments. Omission of an instalment entails the premium for the whole remaining period due.

3. Premium payment obligation

Premium is to be paid jointly for all categories of property and the main and supplementary perils related to them as well as the riders, that is premium payment of the above cannot be separated from each other.

The Policyholder is obliged to pay the premium defined in the policy or in the annual indexation letter (section IX.2.) with the frequency defined therein in due time the latest.

Commencement of premium payment is the same as risk commencement date (Section III.1.).

⁶ *Insurance events and riders stipulated in the special terms and conditions of indemnity insurance (section IV).*

4. **The Insurer may apply a minimum premium⁷ separately on the whole premium applicable to the contract as well as with regard to the groups of property (sections II.1 and II.2 of the special terms of the indemnity insurance) and liability insurance.**
5. If an insurance event occurs which results in the contract being terminated, the Insurer shall be entitled to demand payment of the premium for the entire period of insurance cover.
6. In other cases of contract termination, the Insurer shall be entitled to claim payment of the premium until such day when risk coverage ends. If there is an overpayment in periodic premium, the Insurer shall refund the surplus.
7. The tied agent of the Insurer is entitled to take insurance premium from the Policyholder observing the actual limits set by the Insurer. The intermediary is obliged to provide information about the limit, of which information is also obtainable at any time from the customer service call center.
Independent intermediaries trusted by the Policyholder are entitled to take insurance premium on the basis of their assignment.

VIII. SUM INSURED

1. The sum insured is
 - a) the sum defined (sections III.3.1. and 3.2. of the special terms of indemnity insurance) on the proposal/policy (in the case of annual renewal, in the current letter of indexation), or
 - b) the insurance service undertaken by the Insurer (sections III.4.1. and 4.2. of the special terms of indemnity insurance), which is the upper limit of the settlement by the Insurer at the occurrence of an insurance event.
2. In the case of fixed-sum insurance services⁸ (Extended accident insurance, Life and Surgery Rider, Term Life Rider, Piety Life Rider, Daily Hospital Allowance Rider) the Insurer shall pay the current sum insured in connection with the insurance events defined in the terms and conditions, whereas in the case of indemnity insurance services⁹, the Insurer shall settle the claim occurring with the sum insured being the upper limit of payment.
3. The sum insured shall be stipulated by the Policyholder on the basis of the particular chapter of the terms and conditions (section III. of the special terms and conditions of the indemnity insurance).
4. The sum insured must be stipulated separately in relation to every group of properties (sections II.1. and II.2. of the special terms and conditions of indemnity insurance) – each indicated in a separate line on the proposal – as well as in relation to the other supplementary riders, which must be deemed prevailing also during the claims settlement procedure.
5. The Insurer shall not apply the opportunity for maintaining the amount of insurance coverage¹⁰ as no maximum sum insured is determined for the insurance period relating to neither the basic insurance nor the related supplementary covers.
6. Providing the contract has been concluded with the application of deductibles in terms of any insurance event (chapter X.), settlement obligation of the Insurer shall be deducted with the amount of the deductibles. The Insurer shall not indemnify for losses below the amount of deductible.
7. **Underinsurance**
 - 7.1. If, at the request of the Policyholder, the amount of coverage is lower than the value proposed by the Insurer, and it is lower than the reconstruction value¹¹ of the building at the time of loss occurrence or than the repurchase value¹² of the household movables at the time of loss occurrence, the Insurer is entitled to apply proportionate compensation that is to cover the loss in such a manner that the amount of insurance is proportionate to the reconstruction value of buildings or repurchase value of household movables at the time of loss occurrence.
 - 7.2. If, at the request of the Policyholder, the contract is concluded without sum insured relating to buildings and/or household movables (sections III.4.1. and 4.2. of the special terms and conditions of the indemnity insurance) and the useful surface area (section III.5. of Special terms of indemnity insurance) is lower than the actual one, then underinsurance comes into existence. In such a case, the Insurer shall settle the reconstruction value of buildings or repurchase value of household movables in such a manner that that the surface stated on the proposal at the time of contract conclusion is proportionate to the useful surface area at the time of loss occurrence.

^{7.} *The smallest amount of premium with which a policy can be taken out and sustained.*

^{8.} *The payment of a fixed sum is stipulated in the insurance contract and is not dependent upon the amount of the loss occurring. The payment is subject to the completion of conditions stipulated in the contract, which is defined by the Policyholder when taking out the contract.*

^{9.} *The purpose of the service is the restoration of the conditions existing before the occurrence of the loss. The amount of loss is measurable and can be expressed in terms of money.*

^{10.} *The amount of coverage for a given period of insurance cover 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.*

^{11.} *The amount from which the given building could be reconstructed at the place of insurance.*

^{12.} *The average purchase price of the property available in domestic trade.*

7.3 If the contract is concluded either with sums insured proposed by the Insurer (sections III.3.1. and 3.2. of the special terms and conditions of the indemnity insurance) or with the reconstruction value of buildings or repurchase value of household movables (sections III.4.1. and 4.2. of the special terms and conditions of the indemnity insurance) regarding the groups of properties 'Buildings' and 'Household movables', and the useful surface area is identical with the actual one, then legal consequences of underinsurance shall not hold.

In that case the upper limit of the settlement by the Insurer shall be

- the amount of claim which occurred in the case of contracts on the reconstruction value of buildings or repurchase-in-new-condition value of household movables
- the amount of claim which occurred in the case of fixed-sum policies, not exceeding, however, the sum insured.

7.4. In the case of Valuables (sections II.22. of the special terms and conditions of the indemnity insurance), the Insurer shall not inspect underinsurance so that claims shall be indemnified without applying proportionate compensation, not exceeding, however, the sum insured.

7.5. In the case of swimming pools and properties associated with professional or trading activities (sections II.1.3.3. and 2.3. of the special terms and conditions of the indemnity insurance), the Insurer does not propose reconstruction or repurchase values but is entitled to inspect the volume of insurance cover.

7.6. With regard to the sums insured related to the riders indicated on the proposal form and on the policy, the Insurer shall not inspect underinsurance, its liability to indemnify for claims, however, shall not exceed the respective sums insured.

7.7. Within the framework of the present contract there is an option to take out an **additional value insurance rider** for the sums insured of property groups specified in the condominium or housing cooperative policies including the address of risk bearing.

7.7.1. The additional value insurance rider is only applicable for property groups and perils which are also covered in the condominium or housing cooperative policies collectively taken out, that is the complex sum insured is derived from the two sums insured of the two contracts (the condominium / housing cooperative policy and OKÉ) but the complex sum insured may not exceed the reconstruction value as regards buildings and constructions, or the repurchase value as regards movables.

A reference to additional value insurance rider is made both on the proposal form and on the policy.

The sum insured of the additional value insurance rider (of the building, movables or valuables) is defined by the Policyholder.

7.7.2. The Insurer shall not inspect underinsurance with regard to the sum insured of the additional value insurance rider in the condominium or housing cooperative policies collectively taken out.

7.7.3. **In the case of the termination of condominium or housing cooperative policies collectively taken out**

- a) the Insurer shall act in accordance with the general rules with regard to sums insured as for the property groups of the additional value insurance rider;**
- b) it is the liability of the Policyholder to propose modification of sums insured in order to avoid underinsurance.**

8. Prohibition of Overinsurance

The sum insured shall not exceed the reconstruction value in the case of buildings insured or the value of repurchasing the item in new condition in the case of movables.

In the case of buildings, the reconstruction value is the sum of which the building damaged can be reconstructed at the place of risk bearing (as in section V2.4.1. of the Special terms of indemnity insurance).

In the case of moveable properties, the basis of the assessment of the value of repurchasing the item in new condition shall be

- the average purchase price providing the product is available in domestic trade at the time of the damage,
- the average purchase price calculated from the price of the product closest as regards its qualities as applied in trade, taking the effect of modification of the value into consideration.

Any agreement for coverage higher than the value of the insured interest shall be null and void, and the premium shall be reduced accordingly. This provision notwithstanding, an insurance policy can include provisions for the estimated future value of a property, and/or for the value of restoration or replacement.

In the case of overinsurance, the Insurer shall be liable to settle up to the extent of the damage to the Insured. Providing that the value with regard to the group of property (sections II.1. and II.2. of the special terms of the indemnity insurance) defined by the Insurer in accordance with section V2. of the special terms of indemnity insurance is lower than the sum insured, the Insurer shall pay back without interest to the Policyholder the surplus of premium paid by the Policyholder on the difference between the sum insured and this value from the date of the occurrence of the insurance event with retrospective effect to the date of the occurrence of overinsurance.

9. Concurrent Insurance

9.1. If the same interest is insured by more than one Insurer independently, the insured person shall have the right to submit his claim to one or more of such Insurers, but the settlement amount claimable from the Insurers involved shall not exceed the value of the property.

The Insured is liable to report if he/she has a contract with another Insurer concerning the claim as well as if he has been indemnified by them.

- 9.2 The Insurer to which a claim is submitted shall be liable to make a settlement payment under the terms and conditions fixed 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.
- 9.3 Under the claim referred to in section 9.2. for compensation, the Insurers shall cover the claims paid jointly subject to the terms and conditions and in proportion to the amounts of coverage according to which the individual Insurer would be liable to the insured person.

IX. ANNUAL REVISION OF THE SUM INSURED AND THE PREMIUM

Proposal on modifying the sums insured and the premium initiated by the Insurer shall take place before the termination of the insurance period.

The Insurer shall inform the Policyholder in writing at least 60 days before the insurance anniversary about the proposed modification of the sums insured of the groups of properties and of the riders as well as the premium of undertaking risk thereon (premium to be paid by the Policyholder).

1. Modification of the Sum Insured

- 1.1. In order to maintain the real value of the sums insured, before the termination of the one-year insurance period the Insurer shall define the actual sum insured regarding the particular groups of properties as well as that of the corresponding supplementary benefits and riders.

The basis thereof is the annual consumer and construction industry price index of KSH referring to the previous calendar year, from which the Insurer may deviate by 5 percentage points by its own decision. The index established thereby shall be valid and applicable from June 1 of the given year to May 31 of the subsequent year. The Insurer is entitled to establish different degrees of deviation from the consumer price index for each group of properties, the corresponding supplementary services and the riders. Sums insured shall change by the rate of indexation defined by the Insurer, which entails the proportionate change of the premium as well (except for section 2.).

- 1.2. **At the annual renewal, considering the sums insured stated thereupon, the Policyholder shall be obliged to revise the sums insured in order to avoid incidental underinsurance or overinsurance (section VIII.7.–8.), and in case it is deemed necessary, he/she will be entitled to propose modification of the contract (section V.1.).**

2. Modification of Insurance Premium

- 2.1. Before the termination of the one-year insurance period (with the simultaneous indexation of the sums insured), the Insurer shall inform the Policyholder about the sums insured and the premium for each group of properties, the corresponding supplementary services and the riders at which it is willing to undertake risk for the next year.

- 2.1.1. Providing the Insurer applies no indexation, the modification of insurance premium projected on the same perils and the same service amounts shall not exceed 30% in accordance with the previous section.

- 2.1.2. Providing the Insurer applies indexation, the modification of insurance premium shall not exceed 30% multiplied by the percentage of indexation (except for section 2.2.).

- 2.2. Modification of premium of a contract with high claims ratio

Providing the risk for the Insurer increases to such a considerable extent that the its service cannot be maintained any longer by applying premium modification defined in section 2.1., then the Insurer is entitled to propose a customized proposal on the modification of the period with the simultaneous application of section 2.1. The Insurer is entitled to apply an extra risk charge of maximum 100% projected on the premium calculated on the basis of applying section 2.1.

It shall be deemed a considerable extent if the payments of indemnity settled with regard to the insurance contract (including all the modifications of the insurance contract) by the Insurer shall come to or exceed 100% of the premium paid related to five consecutive insurance periods.

3. Rights of the Policyholder Regarding the Insurer's Proposal on Renewing the Policy

- 3.1. The Policyholder is entitled to make a legal statement as regards the Insurer's proposal on renewing the policy for the next year as per defined in section V.2.1.1.

- 3.2. Providing the Policyholder shall not exercise his/her rights to terminate the contract as per defined in section IV.2.–3., the contract shall become effective for the next insurance year in compliance with the renewal proposal put forth by the Insurer.

- 3.3. Providing the contract is renewed for the next insurance year in compliance with the proposal put forth by the Insurer because of the silence of the Policyholder(section V.2.1.1.1.) but the Policyholder can later justify he/she did not make a legal statement through no fault of his/her own (e.g. inability to make a legal statement for more than 30 days, staying abroad for more than 30 years) and he/she did not want to renew the contract, the Parties may agree on terminating the contract upon the verification of the permanent incapacitation.

X. DEDUCTIBLES

The parties may agree on concluding the insurance contract:

- without applying a deductible; or
- by applying a deductible in the amount specified in the proposal and the policy.

In case of selecting a deductible to be subtracted, the amount of deductible shall be subtracted from the claims caused by the basic insurance events as well as

- burglary, vandalism, robbery;
- water damage;
- glass breakage;
- smoke and soot pollution;
- leakage
- in the buildings/structures, movables (household movables, valuables, and properties associated with an earning activity). **The Insurer shall not indemnify for losses below the amount of deductible.**

XI. E-CONNECTION SERVICE

By opting for E-Connection Service, the Policyholder agrees the Insurer will send the documents pertaining to his/her insurance policies, which exclude attachments that may not be forwarded electronically, to the public email address he specifies and/or mobile number as an electronic message.

The Policyholder

- agrees that he/she will check his/her electronic mailbox on a daily basis and acknowledges that any given document shall be deemed received if the Insurer can prove that it has been sent.
- acknowledges that the Insurer shall provide all its consignments with signatures of increased security which comply with the requirements of written records in accordance with the law.
- agrees that he/she will report to the Insurer his/her new email address or mobile number within three working days should his/her email address or mobile number change, and acknowledges that the Insurer shall take no responsibility for the damages ensuing from failure thereof.
- ensures that the consignments of the Insurer are not considered spam by the service provider of the electronic mailbox and makes sure that there is enough web hosting capacity available to receive the consignments of the Insurer.
- acknowledges that the Insurer shall take no responsibility for the damages ensuing from failure to comply with the obligations undertaken and any failure on his/her part shall exclude the Insurer's delay.
- furthermore, acknowledges that he/she will be liable for the security of his/her mailbox' password, and the Insurer shall take no responsibility for the damages arising from unauthorized access.
- agrees that he/she will register on the on-line customer service portal of the Insurer.

Opting for E-Connection service is subject to the premium payment be paid by direct debit, bank transfer or recurring payment by bank card. During the insurance period, modifying the type of payment – to other than these three methods of payment – is not possible according to the rules of insurance. By modification at the anniversary, E-Connection service shall cease to exist.

Providing the Policyholder opts for E-Connection service, he/she is obliged to report any change of his/her e-mail address to the Insurer. A failure to comply with reporting obligations may result in that the Insurer shall send e-connection consignments to the last known e-mail address. The Insurer shall take no responsibility for the damages arising from such failure thereof or for forwarding insurance secrets to unauthorised parties.

The service may be terminated by the application of section V.1.1.

XII. SPECIAL OBLIGATIONS OF THE PARTIES

1. Obligations of the Policyholder and the Insured

1.1. Obligation of Providing Information

If the Policyholder is not identical with the Insured, **the Policyholder is obliged provide information to the Insured person(s) concerning the contents of the insurance contract**, and all the **changes** related to the insurance contract as well as its **termination**.

1.2. Obligation to Disclose and Notification Obligation of Changes

- 1.2.1. Upon conclusion of the contract, **the Policyholder and shall be bound to inform the Insurer fully and truthfully about all the circumstances of which he/she was or must have been aware that are substantial** in terms of providing insurance coverage and which the Insurer specifically requested in writing.

- 1.2.2. **By giving truthful answers to the questions put in writing by the Insurer**, the Policyholder shall fulfil his/her obligations to disclose. Leaving the questions unanswered shall not mean by itself breach of obligation to disclose.
- 1.2.3. **The Policyholder shall be liable for the veracity of the data.** The Insurer must be given the means to check the data disclosed. **The Insurer's being able to check the data shall not exempt the Policyholder from their obligation to disclose.**
- 1.2.4. **The Policyholder shall be bound to disclose to the Insurer in writing within 15 days if there has been any relevant change in the circumstances.** All changes in circumstances shall be deemed relevant in connection with which data can be found on the proposal either in the form of answering a question or in the form of a declaration.
- 1.2.5. Obligation to disclose shall include in particular reporting the contribution of any property insured to a business organisation.
- 1.2.6. If the Policyholder or the Insured is a business organisation, obligation to disclose shall also involve the reporting of its reorganisation or the institution of its liquidation, bankruptcy, or voluntary dissolution procedures.
- 1.2.7. **In the event of an infringement of the obligation to make disclosure and report changes, the obligation of the Insurer shall not take effect**, unless it is proved 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 insurance event whatsoever.
- 1.2.8. **The disclosure obligation and the obligation to report changes are binding for both the Policyholder and the Insured:** neither of them may claim as a defence that they were not aware of any circumstance or change they failed to disclose to the Insurer, or report thereto, of which they must have been aware of and were bound to disclose
- 1.2.9. If the contract covers more than one property concurrently, and the breach of the obligation of disclosure and notification of changes pertains to some of them, the Insurer shall not be able to allege the breach of the obligation of disclosure and notification of changes with respect to the remaining properties.

1.3. **Obligation of Loss Prevention and Mitigation**

- 1.3.1. The Policyholder and the Insured are obliged to act in a particular situation in a generally expected manner in order to prevent loss. This requirement of expectancy shall hold even if the contract regulates the duties of the Policyholder and the Insured related to loss prevention, specifies the means, procedures and professional requirements of mitigation of the damage.
- 1.3.2. The Policyholder (Insured) is especially obliged:
- a) to have their buildings built and to maintain and renovate them in compliance with currently effective national building standards and regulations;
 - b) to act with due care and diligence when managing the movable and immovable (real estate) property;
 - c) to observe the security requirements set out in the insurance terms and conditions and any appendices thereto;
 - d) to lock the insured premises with the insured properties inside in a workmanlike manner, when absent, even for a short period, in compliance with the applicable level of protection, and to activate all the available safety devices affecting the protection level;
 - e) to drain down water from water conduits and equipment connected thereto in buildings not continuously occupied and from water conduits and equipment temporarily out of use and not required for preserving the state of repair in buildings continuously resided;
 - f) to promptly make all necessary and reasonable steps upon occurrence of damage in order to mitigate the extent of the loss or damage not hindering, however, loss assessment by the Insurer.
- 1.3.3. The Policyholder and the insured person shall mitigate the damage in accordance with the Insurer's specifications and according to its instructions given at the time when the damage or loss occurred, or in case of the absence of the above, they shall proceed under the principle of reasonable conduct.
- 1.3.4. **Providing the Policyholder (insured) fails to comply with the regulations above, the Insurer shall be exempt from settlement obligations related to claims – due to insurance events – owing to this failure. If failure of the Policyholder (Insured) is only partly involved in the occurrence of the claim or its volume, the service of the Insurer shall be limited in proportion to this involvement. The degree of involvement shall be uniquely established by the Insurer on the basis of the common assessment of all circumstances.**

1.4. **Obligation of Notification of Loss and Damage**

- 1.4.1 The Policyholder (Insured) **must report the insurance event to the Insurer within 2 working days after being made aware thereof.** The Insurer must be given the means to check the contents of the circumstances related to the insurance event. **In the event of fire and explosion, the insurance event must be reported to the fire brigade, and in the event of burglary, robbery, theft, sneak-theft and acts of vandalism to the police.**

The Insurer is not liable to pay interest related to the period of delayed claims report.

1.4.2. A claim can be reported

- electronically via our online customer service (www.ugyfelszolgalat.aegon.hu) or at page www.aegon.hu/irjonnekunk
- on our home page: www.aegon.hu/karbejelentes
- by phone: +36-1-477-4800
- by mail at the address: Aegon Magyarország Zrt. Országos Kárrendezési Központ, P.O. Box: 63, H-9701 Szombathely, Hungary
- in person or by proxy in our customer service offices.

Claims report can be made by anyone but information concerning the Insurance Policy can only be disclosed to those who have verified their right to get to know the related insurance secrets. Verification of this right can be made by identifying the person reporting the claim with the help of using the data of the reporting one registered by the Insurer or by annexing a proxy. The latter can be done only by a valid written proxy sent to the Insurer.

1.5. Documents Required for Reporting the Claim

1.5.1. The Insurer may ask for the presentation of the following documents depending on the nature of the claim:

- policy, documents proving premium payment;
- magisterial report, resolution;
- documents certifying rights of residence, rental and common;
- chimney sweep certificate;
- pet's vaccination booklet;
- declaration of responsibility;
- original invoice of purchase and warranty letter;
- budget, invoice, customs declaration;
- vouchers verifying occupancy (e.g. utility bills);
- address card.

1.5.1.1. In case the Insurer deems it necessary during the examination of a claims event to clarify or verify a fact which was unknown at the conclusion of the contract but later it is considered necessary for the completion of the settlement, the Policyholder/Insured is entitled to account for the new fact.

1.5.1.2. Other documents may also be required in the case of the settlement of special riders – owing to their special nature.

1.5.1.3. The Insurer shall be obliged to have resolutions or reports made out abroad translated into Hungarian¹³.

1.5.4 In connection with claims arising from insurance events, the Insurer shall not make settlement dependent on any other documents or certificates apart from the documents stated above and those listed in the special terms and conditions of riders. The Insured, however, is entitled to present any other evidence – which he/she considers necessary to validate his/her claim.

1.5.5. Settlement of claims by the Insurer is not subject to the final and legally binding conclusion of the criminal or infraction procedure instituted in connection with the reported claims event but the Insurer may claim to get to know the legally binding magisterial or judicial resolution closing the proceedings.

1.5.6. In respect of its liabilities arising from the insurance contract, the Insurer may only undertake to pay – and reimburse to the party entitled – the VAT content of the consideration for services – subject to VAT – to reinstate the state preceding the event causing the damage or to eliminate the consequences of the loss or damage incurred (costs of materials, repairs, and reinstatement) on the basis of an invoice indicating the amount of VAT or enabling the calculation of such amount.

1.6. Obligation of Preservation of Conditions

1.6.1. **Following the occurrence of an insurance event, the Policyholder (Insured) shall be entitled to implement any changes regarding the condition of the insured property within 5 days after reporting, or in the case of urgent need, after the occurrence of the claim, only to the extent that is necessary for mitigating damage, especially with regard to the case of water damage (e.g. burst of pipes). It is deemed urgent need if the lives, bodily integrity or properties of the Policyholder/Insured or a third person are in danger.**

1.6.2. **The Insurer's settlement obligation shall not take effect if, as a consequence of any change greater than that which is permitted, it becomes impossible to clarify the basic circumstances from the point of view of assessing the payment obligation of the Insurer.**

¹³. *The Insurer shall contribute to the expenses of translation.*

2. Obligations of the Insurer

2.1. The Disclosure Obligation of the Insurer

The Insurer is bound to disclose to the Policyholder on request:

- the details of the contract,
- omission of premium payment and its consequences,
- the settlement of the claims reported,
- the payment of the sum(s) insured, the claims payments or the obstacles related to them.

Disclosure of information may be done by proxy providing the Policyholder / Insured issued a valid proxy in writing and also informed the Insurer of that.

2.2. Obligation to Provide Service

2.2.1. The Insurer's service covers the payment for the insured person's loss in the amount and in the manner defined in the contract and other policy benefits (indemnity insurance) or the payment of a sum specified in the contract (fixed-sum policies).

2.2.2. **On the basis of these terms and conditions, in order to verify ownership and originality the Insurer is entitled to claim the original invoice and warranty letter in the case of damage to any property. Providing the Insured is not in possession of such documents but the insurance event itself has been proved, the Insurer shall provide service up to the limit of average value on the retail market or in the art trade which is typical of the given property.**

2.2.3. Limitation of indemnification

If there is an underpayment in periodic premium, the Insurer is entitled to deduct the amount of overdue premium from the settlement amount to be paid.

2.2.4. Deadline for settlement

Providing the service of the Insurer is subject to receipt of documents then all **the documents necessary for assessing the claim must be submitted by the claimant.** The Insurer shall fulfil its services within **15 days upon receipt of all the documents necessary for the assessment of the claim.**

2.2.5. The Insurer's obligation shall not cover losses or claims

- arising from the depreciation of the damaged property which does not affect further proper use of the property,
- resulting from an insurance event in a causal relationship with the depreciation of the buildings, structures, machinery and equipment any omission of maintenance thereof, or failure to comply with building standards or the regulations of using the property.

2.2.6. Providing the restoration differs from the state at the time of the occurrence of damage, the basis of compensation is the restoration value at the time of the occurrence of damage. Perceptible difference in technological content, performance and lifespan are deemed a difference.

2.2.7. The Insurer shall not pay for the increase in value should the value of the property be higher than its value before the time of the occurrence of damage.

2.2.8. Involvement

The Insurer shall not pay for loss or damage caused directly and in causal relationship by breaching obligation to prevent or mitigate damage by wilful behaviour, or in gross negligence (section XII.1.3.2.).

If the occurrence of the damage or loss was also affected by the intervention of other detrimental events or factors in addition to the insurance event (section XII.1.3.), the Insurer shall only indemnify for such loss to the degree that it is in a causal relationship with the insurance event.

2.2.9. The Insurer shall be exempted from fulfilling its obligation to provide benefits if it can prove the Policyholder (Insured) do not meet their reporting obligation in due time or they do not make it possible that the contents of the report be examined and therefore substantial circumstances become undetectable.

2.2.10. The Insurer shall be exempted from fulfilling its obligation to provide benefits if the Policyholder or the Insured change the condition of the damaged property – other than in order to mitigate the loss – before the deadline stated in the contract and, as a result, conditions essential to the assessment of the payment obligation become undetectable consequent upon changes greater than those allowed.

2.3. Reimbursement of Expenses

2.3.1. **In the case of contracts concluded with fixed Sums insured, (sections III.3.1. and 3.2. of the special terms and conditions of indemnity insurance)** on top of the sum insured, maximum **up to 5%** of the higher of the **sums insured applicable to the property group of buildings or movables** – for each insurance event, the Insurer shall reimburse the certified and reasonable expenses of:

- **clearing away the rubbish and the debris, one-time cleaning;**
- **extinguishment and rescue charged against the Insured;**
- **planning and official permission for the buildings and structures**

related to the damage of the insured property.

2.3.2. In the case of contracts concluded **without fixed Sums insured**, (sections III.4.1. and 4.2. of the special terms and conditions of indemnity insurance) on top of the sum insured, for each insurance event,

a) **if the cover extends to buildings,**

- **in the case of insuring detached houses, semi-detached houses or terraced houses, up to HUF 13,000/square metre of the useful surface area of the insured house,**
- **in the case of insuring flats, up to HUF 11,500/square metre of the useful surface area of the insured flat,**

b) **if the cover does not extend to buildings but side-buildings, up to HUF 4,000/square metre of the useful surface area of the insured side-building,** the Insurer shall reimburse the certified and reasonable expenses of:

- **clearing away the rubbish and the debris, one-time cleaning;**
- **extinguishment and rescue charged against the Insured;**
- **planning and official permission for the buildings and structures**

related to the damage of the insured property.

c) **if the cover does not extend to buildings but household movables,** the Insurer shall reimburse the certified and **reasonable expenses of:**

- **disposal, one-time cleaning;**
- **extinguishment and rescue charged against the Insured;**
- **planning and official permission for the buildings and structures**

related to the damage of the insured property up to HUF 4,000/square metre of the useful surface area of the insured building.

2.3.3. Within the limits specified above and the limits of the sum insured, the Insurer shall cover the reasonable expenses of loss mitigation. The expenses of loss mitigation shall be borne by the Insurer even if loss mitigation has been unsuccessful.

2.3.4. In the case of underinsurance, the Insurer shall reimburse the cost of mitigating loss in such a manner that the amount of coverage is proportionate to the percentage of underinsurance – that is the proportion of the sum insured and the reconstruction/repurchase value of the property (VIII.7.3) or the useful surface area (VIII.7.2.).

2.3.5. If the insured building / building part is deemed uninhabitable by the competent authorities by reason of the damage caused by the insurance event, the Insurer shall reimburse the costs resulting from the rent of a temporary lodging and from moving as well as from transporting the movables within the limits specified above and the limits of the sum insured.

2.3.6. The Insurer shall only reimburse costs related to the consequence of any insured event if the Insured has taken out insurance coverage for the given insurance event in exchange for premium.

2.3.7. In case it is necessary to have the minutes, resolution or medical documentation translated into Hungarian in order that a claim should be settled (section XII.1.5.3.), the Insurer shall reimburse the expenses up to HUF 5,000 per insurance event on the basis of the original invoice.

XIII. EXEMPTION

1. **The Insurer shall be exempt from its obligation to provide services if it can prove that the damage was caused unlawfully, by wilful behaviour or in gross negligence by**

- a) **the Policyholder or the Insured, or**
- b) **a relative living in the same household, or**
- c) **the employee of the Insured commissioned to manage the property**

^{14.} *Within the framework of the present contract, damage arising as indirect consequences is to be understood as all damage – occurring to the insured objects – that are not caused directly by the effect of the insurance event occurring but all other effects, force loads, malfunctions or breakdowns caused by the consequence thereof (e.g. overvoltage as a consequence of the wire damaged by stormy wind causes damage to electrical appliances located at the place of insurance.)*

d) any executive officer of the insured (persons) or any member, employee or agent of such insured legal person authorized to manage the insured property.

2. The Insurer shall be exempt from its payment obligation if it is able to prove that damages have been caused unlawfully by the Policyholder or the Insured (persons) by wilful behaviour or in gross negligence by breach of their obligation to prevent and mitigate damage.

XIV. GENERAL EXCLUSIONS

The Insurer shall not indemnify for damage arising as indirect consequences¹⁴, or losses arising in relation to events related to war, civil war, riots, mutinies, acts of terrorism, demonstrations, or the harmful effects of radioactive radiation.

As regards the qualification of events, regulations on criminal offense and criminal legislation shall be applicable.

XV. MISCELLANEOUS PROVISIONS

All definitions of the conditions, proposal, and any data sheets of this contract shall be understood as everyday language usage except those which are specifically indicated and defined in the General or Special Terms and Conditions.

1. Claim for Indemnity

1.1. Should the Insurer have indemnified for the damage or a part thereof, it shall be entitled to the rights which the Insured has against the person liable for the damage, unless this is a relative living in the same household with the Insured.

1.2. The Policyholder and the Insured are obliged to provide all the reasonable support for the Insurer to enforce its right of recourse.

1.3. In the event that the Insurer has not indemnified for the entire damage and has taken proceedings against the person causing the damage, it is obliged to inform the Insured thereof and to enforce the Insured's claim upon the Insured's request. Such enforcement of the Insured's request is subject to the Insurer requesting the Insured to pay the costs in advance. Once the claim is reimbursed, the Insured shall be indemnified in the first place.

1.4. Should the insured property be found, the Insured may assert a right thereto, in which case he is obliged to repay the benefit to the Insurer. Finding the property or any other reimbursement of the claim must be reported to the Insurer, the failure of which is against the principle of financial advantage arising from damage; in that case the amount received in settlement shall be repaid.

2. Limitation

Based on the Insurer's practice of many years, any claims arising under the cover of the insurance contract have a limitation period of two years, including all the services claimed on the basis on the insurance events upon the occurrence of the insurance event or any other claims on the basis of the insurance contract.

3. Data Management, Data Protection

3.1. Insurers and reinsurers shall be allowed to process the data of clients which are considered insurance secrets only to the extent that they relate to the relevant insurance contract, with its creation and registration, and to the service. The purpose of such data management may only be related to the conclusion or modification of the insurance contract, keeping the insurance contract in the portfolio or assessment of claims stemming from the insurance contract or some other purpose as specified in this act.

Insurance secret shall mean all data – other than classified information – in the possession of insurers, reinsurers and insurance intermediaries that pertain to the personal circumstances and financial situations (or business affairs) of their clients (including injured parties), and the contracts of clients with insurers and reinsurers.

3.1.1 Pursuant to the authorisation granted in Act LXXXVIII of 2014 on the Business of Insurance (hereinafter: Insurance Act), the Insurer processes data that are classified as insurance secret. The Insurer may process personal data, during the term of the insurance contract and during the period during which any claim may be enforced in relation to the insurance relationship. Data contained in the data transmission registry shall be deleted after the passage of 5 years following data transmission or, in the case of the transmission of health-related data or data qualifying as special data under the Data Protection Act, after 20 years.

3.1.2. Insurers and reinsurers shall obtain the data subject's prior consent for processing data for purposes other than what is contained in Section 3. The Policyholder and the Insured are obliged to make a statement on the document entitled "Information and Statement on Data Management", which constitutes a part of this contract. The client shall not suffer any disadvantage if the consent is not granted, nor shall any advantage shall be given if it is granted.

3.1.3. Unless otherwise provided for by law, the owners, directors and employees of insurers and reinsurers, and all other persons having access to insurance secrets in any way or form during their activities in reinsurance-related matters shall be subject to the obligation of professional secrecy without any time limitation.

3.2. According to the Act XLVII of 1997 on the Processing and Protection of Personal Data in the Field of Medicine (hereinafter referred to as “PDFM”), insurers shall be authorized to process any data pertaining to the medical condition of clients only for the reasons set out in Section 135(1) and only in possession of the express written consent of the data subject.

Insurance secrets may only be disclosed to third parties:

- a) under the express prior written consent of the insurer or reinsurer’s client to whom they pertain, and this consent shall precisely specify the insurance secrets that may be disclosed;
- b) there is no legal confidentiality obligation,
- c) the certification organisation or its subcontractor authorised by the Insurer gets to know them during the process of certification.

3.4. The requirement of confidentiality concerning insurance secrets shall not apply to:

- a) the Supervisory Authority acting in its scope of duties,
- b) the investigating authority and the public prosecutor’s office after ordering the investigation;
- c) the court of law in connection with criminal cases, civil actions and non-contentious proceedings, and the court proceeding in administrative lawsuits, including the experts appointed by the court, and the independent court bailiff, the administrator acting in bankruptcy proceedings, the temporary administrator, extraordinary administrator, liquidator acting in liquidation proceedings in connection with a case of judicial enforcement, the principal creditor in debt consolidation procedures of natural persons, the Family Bankruptcy Protection Service, the family administrator, the court
- d) notaries public, including the experts they have appointed, in connection with probate cases;
- e) the tax authority in the cases referred to in Paragraph 3.4.1;
- f) the national security service proceeding in its scope of duties,
- g) the Competition Authority, acting in its scope of duties,
- h) the guardianship authority acting in its scope of duties,
- i) the government body in charge of the healthcare system in the case defined in Subsection (2) of Section 108 of Act CLIV of 1997 on Health Care;
- j) bodies authorized to use secret service means and to conduct covert investigations if the conditions prescribed in specific other act are provided for;
- k) reinsurers and in the case of co-insurance the underwriting insurers,
- l) the bureau of insurance policy records maintaining the central policy records with respect to data transmitted as governed by law, the claims records agency keeping accident and claims records, the traffic control authority in connection with road transport administrative actions relating to vehicles which are not listed in the motor vehicle registry, and the body operating the register of motor vehicles;
- m) the receiving insurer with respect to insurance contracts conveyed under a portfolio transfer arrangement, as provided for by the relevant agreement;
- n) with respect to the information required for settlement and for the enforcement of compensation claims, and also for the conveyance of these among one another, the body operating the Compensation Fund and/or the Claims Guarantee Fund, the National Bureau, the correspondent, the Information Center, the Claims Organization, claims representatives and claims adjustment representatives, or the responsible party if wishing to access – in exercising the right of self-determination – the particulars of the other vehicle that was involved in the accident from the accident report for the purpose of settlement;
- o) the outsourcing service provider with respect to data supplied under outsourcing contracts, and the auditor with respect to data required for carrying out the audits;
- p) third-country insurers and insurance intermediaries in respect of their branches, if they are able to satisfy the requirements prescribed by Hungarian law in connection with the management of each datum and the country in which the third-country insurer or insurance intermediary is established has regulations on data protection that conform to the requirements prescribed by Hungarian law;
- q) the commissioner of fundamental rights in exercising its designated functions;
- r) the Hungarian National Authority for Data Protection and Freedom of Information acting in its scope of duties,
- s) the agricultural damage survey body, the agricultural administration body, the agricultural damage compensation body, and the institution delegated to conduct economic assessments under the supervision of the ministry directed by the minister in charge of the agricultural sector in respect of insured persons claiming any aid for the payment of agricultural insurance premiums;
- t) upon receipt of a written request from a body or person referred to in Sub-paragraphs a)–j), n) and s), indicating the name of the client or the description of the insurance contract, the type of data requested and the purpose of and the grounds for requesting data, with the exception that the bodies or persons referred to in Sub-paragraphs p)–s) are required to indicate only the type of data requested and the purpose and grounds for requesting it. An indication of the statutory provision granting authorization for requesting data shall be treated as verification of the purpose and legal grounds.

3.4.1. Pursuant to section 3.4. e) there shall be no confidentiality obligation concerning insurance secrets in connection with tax matters where the insurer is required by law to disclose specific information to the tax authority upon request and/or to disclose data concerning any payment made under an insurance contract that is subject to tax liability.

- 3.4.2. The obligation of confidentiality concerning insurance secrets shall not apply to financial institutions provided for in the CIFE in connection with insurance contracts linked to claims arising out of financial services, if the financial institution makes a written request to the insurer indicating the name of the client or the description of the insurance contract, the type of data requested and the purpose for requesting it.
- 3.4.3. The disclosure made by an insurer to the tax authority in compliance with the obligation prescribed in Sections 43/B–43/C of Act XXXVII of 2013 on International Administrative Cooperation in Matters of Taxation and Other Compulsory Payments (hereinafter referred to as “IACA”) in accordance with Act XIX of 2014 on the Promulgation of the Agreement between the Government of Hungary and the Government of the United States of America to Improve International Tax Compliance and to Implement FATCA, and on the Amendment of Certain Related Acts (hereinafter referred to as “FATCA Act”) shall not be construed as violation of insurance secrets
- 3.4.4 Insurers and reinsurers shall be authorized to disclose the personal data of clients in the cases and to the agencies indicated in sections 3.5.–3.5.8.
- 3.4.5. The confidentiality requirement shall apply to the employees of the agencies specified in 3.5 beyond the framework of their official capacity.
- 3.4.6. Insurers and reinsurers shall be required to supply information forthwith where so requested in writing by the national security service, the public prosecutor or the investigating authorities under the prosecutor’s consent if there is any suspicion that an insurance transaction is associated with:
- a) misuse of narcotic drugs, illegal possession of new psychoactive substances, acts of terrorism, criminal misuse of explosives or blasting agents, criminal misuse of firearms and ammunition, money laundering, or any felony offense committed in criminal conspiracy or within the framework of a criminal organization under Act IV of 1978 in force until 30 June 2013,
 - b) unlawful drug trafficking, possession of narcotic drugs, inciting substance abuse, aiding in the manufacture or production of narcotic drugs, illegal possession of new psychoactive substances, acts of terrorism, failure to report a terrorist act, terrorist financing, criminal misuse of explosives or blasting agents, criminal misuse of firearms and ammunition, money laundering, or any felony offense committed in criminal conspiracy or within the framework of a criminal organization under the Criminal Code.
- 3.4.7. The obligation of confidentiality concerning insurance secrets shall not apply where an insurer or reinsurer complies with the obligation of notification prescribed in the Act on the Implementation of Restrictive Measures Imposed by the European Union and the UN Security Council Relating to Liquid Assets and Other Financial Interests.
- 3.4.8. The disclosure of the group examination report to the dominating member of the financial group during the supervisory oversight proceedings in the case of group supervision shall not constitute a breach of confidentiality concerning insurance secrets and trade secrets.
- 3.5. The obligation to keep insurance secrets shall not apply when:
- a) a Hungarian law enforcement agency makes a written request for information – that is considered insurance secret – in order to fulfil the written requests made by a foreign law enforcement agency pursuant to an international agreement;
 - b) the national financial intelligence unit makes a written request for information – that is considered insurance secret – acting within its powers conferred under the Act on the Prevention and Combating of Money Laundering and Terrorist Financing or in order to fulfil the written requests made by a foreign financial intelligence unit.
- 3.6. It shall not constitute a violation of professional secrecy where an insurer or reinsurer supplies information to a third-country insurer or reinsurer or a third-country data processing agency:
- a) the client of the insurer (hereinafter: data subject) has consented to such data transmission in writing, or
 - b) in the absence of the data subject’s consent, the data transmission involves a set of data, for a purpose and on the basis of legal grounds specified by law, and in the third country concerned an adequate level of protection of personal data is ensured in any way prescribed in Section 8 (2) of Act CXII of 2011 on Informational Self-Determination and Freedom of Information (hereinafter: Info Act) sets out the rules applying to the management and processing of personal data.
- 3.6.1. The provisions governing data disclosure within the domestic territory shall be observed when sending data that is treated as an insurance secret to another Member State.
- 3.7. The following shall not be construed a breach of insurance secret:
- a) disclosure of summarized information from which the clients and/or the specifics of their business cannot be identified;
 - b) in respect of branch offices, transfer of data to the supervisory authority of the country where the registered address (main office) of the foreign-registered enterprise is located, if such transfer is in compliance with the agreement between the Hungarian and the foreign supervisory authorities;
 - c) disclosure of information, other than personal data, to the minister for legislative purposes and in connection with the completion of impact assessments;
 - d) the disclosure of data in order to comply with the provisions contained in the Act on the Supplementary Supervision of Financial Conglomerates.
- 3.8. Insurers and reinsurers may not refuse to disclose the data specified in section 3.5. on the grounds of protection of insurance secrets.
- 3.9 The personal data indicated in the data transfer records and the data covered by Section 3.2., or the data treated as special data under the Info Act shall be deleted, respectively, after five years and twenty years following the date of disclosure.

- 3.9.1. The insurer or reinsurer shall not be authorized to notify the data subject when data is disclosed pursuant to Section 3.4. b), f) and j) or in Section 3.4.6.
- 3.9.2. Insurers and reinsurers shall be entitled to process personal data during the life of the insurance or reinsurance contract or other contractual relation, and as long as any claim can be asserted in connection with the insurance, reinsurance or contractual relation.
- 3.10. Insurers and reinsurers shall be entitled to process personal data relating to any unconcluded insurance or reinsurance contract as long as any claim can be asserted in connection with the failure of the contract.
- 3.10.1. Insurers and reinsurers shall be required to delete all personal data relating to their current or former clients or to any frustrated contract in connection with which the data in question is no longer required, or the data subject has not given consent, or if it is lacking the legal grounds for processing such data.
- 3.10.2. Within the meaning of this Act, the processing of data related to deceased persons shall be governed by the statutory provision on the processing of personal data.
- 3.10.3. The rights of a deceased person in terms of data processing may be exercised by the heir or by the person named as the beneficiary in the insurance contract.
- 3.11. In the event of dissolution of an insurer or reinsurer without succession, the business documents managed by the insurer or reinsurer and the documents containing trade secrets may be used for archival research conducted after sixty years of their origin.
- 3.11.1. Any information that is declared by the Info Act to be information of public interest or public information, and as such is rendered subject to disclosure may not be withheld on the grounds of being treated as a trade secret or insurance secret.
- 3.11.2. Other issues relating to insurance secrets and trade secrets shall be governed by the relevant provisions of the Civil Code.
- 3.12. Pursuant to the authorisation granted in Act LXXXVIII of 2014 on the Business of Insurance (Insurance Act), the Insurer in discharging the obligations delegated by law, or fulfilling their contractual commitments, in order to provide services in compliance with the relevant legislation or as contracted, and to prevent insurance fraud, Insurers shall – in order to protect the interest of risk groups – have the right to make a request to another Insurer with respect to data processed by this Insurer taking into account the unique characteristics of insurance products affected. The Insurer shall be allowed to process data obtained through the request for the period specified by the Insurance Act. The Policyholder/ Insured is entitled to request information about the data requested and processed pursuant to the Insurance Act.

XVI. DEVIATIONS FROM LEGAL REGULATIONS AND USUAL PRACTICE OF CONTRACT CONCLUSION

1. **Pursuant to this contract, the Insurer excludes, therefore they do not constitute the contents of the contract, any customs which the parties agreed in the course of their previous business connection or any other practice that have been formed between them; likewise, no other customs constitutes the content of this contract which are generally known and applied by the parties in relation with similar contracts as long as the present contract contains any contradictory regulations.**
2. **The present conditions differ from the dispositive regulations of the Civil Code in terms of the following:
Any claims arising from the insurance contract have a limitation period of two years as opposed to the general lapse of 5 years (Section 6:22 of the Civil Code, Section XV.2. of the present conditions).**
3. **The first day of the insurance year (technical commencement date) is identical with the first date of the month of the risk commencement date.**
4. **Premium payment due date is identical with risk commencement date.**

Aegon OKÉ Home Insurance

Special Terms and Conditions of Indemnity Insurance

Subject to the provisions of present terms and conditions and in consideration of the payment of the insurance premium the Insurer shall indemnify for loss or damage caused by insurance events to the insured property at the insured location during the period of risk bearing.

As regards issues not regulated herein, provisions of the General Terms and Conditions of OKÉ Home Insurance shall be applicable.

I. TERRITORIAL SCOPE OF THE INSURANCE

1. The location insured by the Insurer shall be in Hungary, and within the borders of the country:
 - 1.1. With respect to buildings and structures:
 - a) the address indicated in the proposal or in the policy; the sub-registry number of the apartment specified within a building comprising more than one apartments; and should an address be lacking, the real property indicated as of the land registry number.
 - 1.2. With respect to movables:
 - a) the address indicated in the proposal or in the policy; (the sub-registry number of)¹ the apartment specified within a building comprising more than one apartments; and should an address be lacking, the real property indicated as of the land registry number;
 - b) should there be a case of official eviction, the location where the Insured has to reside temporarily, because his apartment has become uninhabitable as a direct consequence of an insurance event;
 - c) the whole territory of the EU with respect to the movables the Insured carries along.
2. **Risk bearing of the Insurer extends to 20% of the sum insured for household movables taken within the territory of the EU and 16,000 HUF per square meter of the total useful floor area in case of contracts without a specified sum insured (III.4.2).**
3. **The insurance does not cover for movables placed in a real property or any part of a real property within the Insured's ownership, permanent renting, or permanent exclusive tenure, except for those placed in a dormitory where Insured resides during his/her studies.**
4. **Cash, foreign currency, and securities which do not qualify as movables are only insured at the location of risk bearing in the event that they were included in the insurance coverage (IV.2.12.).**
5. **The Insurer shall not indemnify for movables qualified as valuables (II.2.2.1.) if they were kept in buildings not permanently occupied or within non-residential premises².**
6. A building shall be considered as **permanently occupied**, if it is inhabited by the Insured continuously for a period exceeding 270 days during the policy year.
 - 6.1. A flat or house suitable for permanent residence is
 - a) suitable for managing an entire household;
 - b) furnished by the Insured for settlement;
 - c) where the Insured habitually resides.
 - 6.2. The Insured permanently and habitually resides in the real property if, for a period exceeding 270 days,
 - a) the Insured leaves for work and returns to said real property as an active worker;
 - b) the Insured leaves for school and returns to said real property as a student;
 - c) the Insured spends his/her free time and sleeping time in said real property as a passive worker (e.g. on maternity leave, unemployed) or as a retired person.
 - 6.3. **A building shall not be considered as permanently occupied**
 - a) **without being inhabited continuously for over a period of 270 days, even if it is the registered domicile or temporary residence of the insured.**
 - b) **if it is uninhabited due to construction or reconstruction until the residents move in.**

¹ In the event that the multi apartment building is insured by any Insurer, the movables insurance covers movables stored in the storage room owned or used by the Insured. The Insurer provides coverage for movables stored in a common storage room of the building within the limit specified in I.2.

² A non-residential premise is one built or used solely for the purposes of industry, construction industry, agriculture, water management, commerce, storage, service, administration, defence, law enforcement, culture, education, research, healthcare, social, welfare, and other economic purposes.

- 6.4. **A building shall not qualify as permanently occupied unless it is inhabited continuously for over a period of 270 days, or if it is regularly supervised by a person who does not meet the requirements specified in 6.2. and who is assigned by the Insured in the Insured's absence.**

II. INSURABLE PROPERTIES

1. The following categories are eligible for insurance within the **Buildings property group**:
- a) buildings,
 - b) ancillary buildings,
 - c) swimming pools,
 - d) structures.
- 1.1. Risk bearing of the Insurer shall extend to loss and damage to properties which are found on the insured location(s) specified in the policy, and which qualify as buildings, ancillary buildings, structures³ by the prevailing building regulations (Building Act LXXVIII of 1997), which may be the following:
- a) buildings providing conditions for a permanent residence (houses, apartments, rented buildings) indicated as buildings in the proposal;
 - b) resort houses (weekend houses, mountain shelters, wine press houses, farms, etc.) indicated as buildings in the proposal;
 - c) buildings for entrepreneurial business, indicated as buildings in the proposal;
 - d) non-residential buildings and building parts, indicated in the proposal as located at the same address with or at a different address from the main building;
 - e) buildings under construction indicated as buildings or ancillary buildings as regards their final function;
 - f) inground hard side swimming pools indicated as swimming pools in the proposal;
 - g) structures which are not indicated separately in the proposal, but for which the Insurer shall provide coverage within the sum insured applicable to the buildings property group.
- 1.2. In the case of buildings, ancillary buildings, swimming pools, and structures owned or rented by the Policyholder (Insured), the Insurer shall provide coverage for the entire state of repair of the insured buildings, ancillary buildings, building parts, swimming pools, and structures including parts and accessories thereof, as well as building and pool fixtures.
- 1.3. **Buildings, ancillary buildings, swimming pools, structures**
- 1.3.1. **Building:** a self-supporting structure constituting a space partly or totally separated by building structures from the surrounding outside space, and providing the conditions for permanent or temporary residence or use.
- This shall also include building engineering fixtures and other fixtures required for the functional use of the building, such as:
- a) gas conduits and connected equipment to provide heating and hot water supply (gas boilers, hot water tanks, central heating boilers, gas boilers, convector units) and meters;
 - b) water piping, sewage and drainage piping, HVAC conduits and equipment (radiators, coolers);
 - c) solar collectors and solar cells with connected piping and equipment;
 - d) security equipment, devices, fittings (e.g. alarm units, cameras, safes built in walls or floors) including connecting wires;
 - e) protection, monitoring, and other technical equipment of smart homes;
 - f) electrical wiring and fittings, electric water heaters, flow-through electric water heaters;
 - g) bathroom and toilet equipment (bathtubs, toilets, bidets, washbasins without cabinets, built-in shower cabins);
 - h) hard side pools, jacuzzis, and saunas installed within the building and forming an organic, unmovable part thereof;
 - i) mezzanines, suspended ceilings;
 - j) external and internal covers;
 - k) structural glazing;
 - l) lightning rods, aerials;

³ *Structure: All stationary technical solutions, which are installed by changing and building in the terrain surface or water or soil beneath or the space above. Structures are produced by construction or they are transported to the location of the construction as ready-made products, independent of their structural solutions, material, level of preparedness or physical extension.*

Building: a structure characteristically used for human residence, which partly or fully encloses a space or room or a group thereof for the purpose of regular work, a specified function or an activity connected to its function.

Ancillary building: a structure not used for human residence, which partly or fully encloses a space or room or a group thereof for the purpose of a specified function or an activity connected to its function.

- m) lighting devices integrated into walls, ceilings or floors;
- n) blinds including electric roller equipment;
- o) elevators;
- p) intercoms, gate motors.

1.3.2. The following qualify as **ancillary buildings** and shall be indicated as such in the proposal:

- a) non-residential buildings standing separated from the residential building (garages, storage rooms, stables, barns, produce sheds, workshops, tool sheds, outdoor kitchens, etc.).
- b) in case of real property insured within a building comprising more than one apartment, ancillary buildings shall include non-residential spaces owned within a residential building (garages, storages, cellars, etc.).

1.3.3. The following qualify as outdoor, inground **swimming pools** and shall be indicated as such in the proposal:

- a) fibreglass swimming pools or jacuzzis of a single piece;
- b) concrete swimming pools or jacuzzis plastic coated or tiled on site;
- c) vinyl liner swimming pools with metal walls,

Other technical equipment fitted to the swimming pool necessary for the functional use of thereof also belong to this category, as well as installed structures and units ensuring the built-in or professional mobile cover of the pool.

1.3.3.1. **Above ground swimming pools or those movable with human or machine force are not regarded as swimming pools in this category.**

1.3.4 **Structures** shall include all technical productions, buildings or other structures of real property nature with a permanent or temporary function, which can be created by building a foundation, or changing the natural state of the soil or its natural geologic formations (e.g. garden structures: fences, gates, walkways, driveways, wells, purifier pools, cisterns, etc.)

Structures are not indicated separately in the proposal, but shall become insured within the building property group by the conclusion of the contract.

1.3.5. A **Rental unit** shall mean a real property which is not occupied by the owner, a close relative or a relative thereof, or a usufructuary, but a tenant or a (close) relative thereof and the person or legal person (tenant) using the flat, house or building possesses a valid lease agreement.

1.3.6. **The following shall not become insured within the property group of buildings⁴:**

- a) **built-in wall units, bathroom cabinets;**
- b) **built-in kitchen cupboards and appliances;**
- c) **saunas, swimming pools, jacuzzis, massage shower cabins commercially available, not structurally installed, movable by human or machine force;**
- d) **lighting fixtures and devices placed above the surface of walls, ceilings or floors.**

Objects listed above may be insured within the property group of movables.

1.3.7. **The insurance does not extend to:**

- a) **subterranean structures lacking a stone wall;**
- b) **polytunnels and greenhouses.**

2. The following **property categories** may be insured within the Movables property group:

- a) household movables,
- b) valuables,
- c) properties associated with professional or trading activity.

2.1. **Household Movables**

2.1.1 Subject to the present conditions, movables shall be understood as properties not forming a part of a building (structurally not built in, furthermore, items listed at 1.3.6.), necessary for the day-to-day running of a household, serving for the personal use or consumption of the Insured, and not belonging to the properties excluded from risk-bearing listed under a separate heading.

2.1.2. The Insurer shall provide coverage only for movables within the possession of or rented, leased, or borrowed by the Insured and not otherwise insured.

⁴ *They may be insured within the group of household movables property group.*

- 2.1.3. The following belong to this property group and shall be insured within the sum insured thereof:
- a) properties which are necessary for running a household, and serve the personal use or consumption of the Insured (e.g. furniture, built-in cupboards, kitchen furniture including kitchen appliances, household and telecommunications equipment, lighting fittings and equipment, clothing, foodstuffs, etc.);
 - b) garden furniture and equipment;
 - c) saunas, jacuzzis (commercially available, not structurally built in);
 - d) hobby tools, sports equipment, DIY equipment to a maximum of 40% of the sum insured applicable to the property group of household movables, or 16,000 HUF per square meter of the total useful floor area in case of contracts without a specified sum insured (III.4.2.);
 - e) spare parts and accessories used in the daily operation of vehicles (cars, motorcycles) generally accepted in a household, except for main parts, up to a maximum of 10% of the sum insured applicable to the property group Household Movables, or 8,000 HUF per square meter of the total useful floor area in case of contracts without a specified sum insured (III.4.2.);
 - f) harvested crops, grown for own consumption stored at the insured location, unharvested plants, and domestic animals kept for own use, up to a maximum of 5% of the sum insured applicable to the property group Household Movables, or 4,000 HUF per square meter of the total useful floor area in case of contracts without a specified sum insured (III.4.2.);
 - g) properties of foreign ownership (e.g. properties of guests or properties associated with a professional or trading activity taken over from the Insured's employer), up to a maximum of 200,000 HUF;
 - h) If an ancillary building at another address is also insured, risk bearing of the Insurer for the household movables located therein shall amount to a maximum of 5% of the sum insured applicable to the property group of Household Movables, or 4,000 HUF per square meter of the total useful floor area in case of contracts without a specified sum insured (III.4.2.);

2.1.3.1. In respect of the present contract the Insurer shall consider pets (e.g. fish, birds, hamsters, tortoises, turtles, dwarf rabbits and lops, ferrets) as domestic animals apart from the traditional domestic animal types (dogs, cats, poultry, rabbits, pigs, etc.). The Insurer is not liable for animals kept in enclosures (such as snakes), vivariums (insects), pigeons or doves, and other animals traditionally not regarded as pets or domestic animals (deer, monkeys, wild boars, predator birds, small and large predators.)

2.1.4. **Household movables insurance does not extend to the following:**

- a) **cash, currency, bank cards and credit cards, deposit books, savings certificates, securities, together with cash substitute instruments and articles of value⁵**
- b) **documents (e.g. personal documents), manuscripts, plans, documentations, data stored on data storage devices, computer programmes of own development;**
- c) **water, air, and motor vehicles, caravans, and trailers and any main parts thereof;**
- d) **properties of tenants, cotenants, subtenants, customers unless they are listed specifically as Insured in the contract;**
- e) **explosive substances⁶ and movables not pertaining to household movables.**

2.2. **Valuables**

2.2.1. In respect of present contract valuables in possession of the Insured are:

- a) Precious metals⁷, precious stones, real pearls, or jewellery, watches, everyday and decorative objects made using such.
- b) Wristwatches and pocket watches exceeding the value of 100,000 HUF (independent of the type or quality of the materials used). A certificate of purchase from an official retailer is necessary for settlement of the damage.
- c) Stamp and coin collections.
- d) Works of fine arts. The properties included here are paintings, graphics, etchings, and statues in a limited number of copies and can be deemed as works of art representing high standards of quality. Applied works of art and folk art items shall be considered as household movables and not valuables, with the exception of those specified under e) and f).
- e) Real furs, hand-knotted or woven oriental carpets.
- f) Antique objects and special, highly valuable antiquities. This property group shall contain movables which have prominent value with respect to their age, curiosity value and condition. In the case of furniture, those manufactured before 1900 and exceeding 100,000 HUF in value shall be classified herein.

^{5.} *Cash, foreign currency, bank cards and credit cards, and personal documents may be otherwise insured (IV.2.12. and 2.13.)*

^{6.} *Explosive substances are substances specified by the National Fire Protection Regulation (Act 54/2014 (XII.5.) § 9 (1))*

^{7.} *Precious Metals: Objects of precious metals shall be understood as jewels, ornaments, objects made of gold, silver, platinum (hereinafter: precious metals) or of alloys of such metals and other metals.*

Objects of precious metals are considered

- *gold objects made of gold or of alloys of gold and other metals,*
- *silver objects made of silver or of alloys of silver and other metals,*
- *platinum objects made of platinum or of alloys of platinum and other metals*
provided that the precious metal contents of the object reaches 10%.

- 2.2.2. **The Insured shall be liable for proving the origin, qualification, and value of objects classified as valuables beyond reasonable doubt throughout the claim settlement process.**
- 2.2.3. **Precious metal blocks, bars, and wafers with an investment purpose are not insured within the property group of valuables.**
- 2.2.4. **The insurance does not provide coverage for valuables placed in buildings, building parts, flats not permanently inhabited, ancillary buildings used for business purposes⁸.**

2.3 **Business Equipment**

The Insurer regards the following as properties associated with professional or trading activities:

- a) machinery, equipment, and produce pertaining to small-scale agricultural production, and
- b) properties of small-scale industry, trade and other ventures (tangible assets, supplies, etc.), which are used or stored by the Insured at the insured location.

2.3.1. **Insurance of business equipment shall not extend to**

- a) **livestock of small-scale agricultural production;**
- b) **towing and slow moving vehicles of small-scale agricultural production;**
- c) **stacks of hay or other dried plant stacks.**

III. **SERVICES OF THE INSURER**

1. **The service of the Insurer may be selected by the Policyholder:**

- a) **as a sum: a specific value for each property group, or**
- b) **without the indication of a specific sum and by specifying the value of the reconstruction of buildings as well as the purchase of movables in a new condition, calculated based on the useful floor area of the insured building at the time of the damage.**

2. **Sum insured**

The **basis of the establishment of the sum insured** is calculated by taking the useful floor area of the buildings of risk bearing into consideration at the time of contract conclusion:

- **the costs of rebuilding, or**
- **repurchasing the property to be insured in new condition.**

It is the task of the Insured to specify the rebuilding/repurchasing costs of insured properties.

In the framework of present contract the Insurer undertakes a new value insurance obligation. In the framework of reconstruction or replacement it undertakes to indemnify for the amount to be used to

- **renovate or reconstruct buildings and structures at the location of risk bearing considering the commercial and value circumstances valid at the time of the damage or loss;**
- **repair or repurchase movables.**

On occurrence of an insurance event, the maximum amount of indemnification by the Insurer shall be the sum insured specified in the contract. The Insurer cannot be obligated to reimburse an amount exceeding the value of

- reconstruction of buildings and structures at the time of loss or damage;
- repurchase of movables in a new condition at the time of loss or damage.

3. **Establishing specific sums insured for buildings and household movables**

3.1. **Buildings**

At the time of contract conclusion, **the Policyholder shall establish a specific sum insured.** In order to avoid underinsurance or overinsurance, the Insurer shall provide the reconstruction value per square metre at the time of contract conclusion based on the geographical location and the type of the building.

3.2. **Household movables**

At the time of contract conclusion, **the Policyholder shall establish a specific sum insured.** In order to avoid underinsurance or overinsurance, the Insurer shall provide the repurchase value in a new condition per square metre based on former claim settlement experience.

⁸ *Buildings or building parts used for business purposes are buildings, flats or ancillary buildings serving for storing properties of the professional activity and do not comply with the conditions of permanent habitation (I.6.)*

3.3. Upon acceptance of the sums insured for buildings and household movables proposed by the Insurer, the Insurer shall not examine the possibility of underinsurance and shall not exercise the opportunity of proportionate indemnification (General Terms and Conditions, VIII.7.1. and VIII.8.). In order to avoid actual underinsurance, the application of a sum insured higher than that proposed by the Insurer may be justified, however, in such cases, the Insurer examines the occurrence of overinsurance or underinsurance at the time of the claim report.

3.4. **During the term of present contract, the Policyholder is obligated to avoid underinsurance or overinsurance and to supervise sums insured annually (General terms and Conditions, IX.1.2.).**

4. **Contracts without a specified sum for buildings and household movables**

In the case of such contracts, no specific sum insured is indicated in the proposal and the policy during contract conclusion, and in the annual notification letter later on. The sum of services is established by the Insurer as follows.

4.1. **Buildings**

The Insurer shall **indemnify for renovation or reconstruction costs** at the time of damage or loss for buildings, ancillary buildings, and structures whose useful floor area is indicated in the proposal. The Insurer shall indemnify for repair costs at the time of loss or damage or the reconstruction of a building, ancillary building, or structure of the same size and technical specifications as the original one at the location of risk bearing.

In view of the obligation to provide information (III.5.3.) and by specifying the useful floor area, neither underinsurance nor overinsurance can occur.

4.2. **Household movables**

The Insurer shall indemnify **for costs of repair or repurchase** at the time of loss or damage for household movables placed in the building or flat and ancillary building which are indicated in the proposal along with their respective useful floor area.

In view of the obligation to provide information (III.5.3.) and by specifying the useful floor area, neither underinsurance nor overinsurance can occur.

5. **Establishing the useful floor area**

When calculating the area of buildings and ancillary buildings, useful floor area must be taken into consideration at all times (the area enclosed by the internal face of the walls). Areas must be provided in square metres by applying the rules of rounding.

5.1. In the event that a flat in a multi apartment building is insured, the area must be established with the consideration of the following:

- a) Calculated as full floor area (100%):
 - all internal spaces of a flat (rooms, kitchen, bathroom, toilet, corridor, hall, pantry, etc.)
 - in case of penthouse flats, areas with a minimum internal height of 1.9 m⁹;
 - mezzanines within the flat;
- b) calculated as 50% of the floor area
 - terraces, balconies, loggias;
- c) if the Insured owns a non-residential space (such as a garage, storage room or cellar) at the same address of risk bearing as that of the flat and the Policyholder wishes to insure these spaces, they must be included in the category of ancillary buildings with 100% of their floor area.

5.2. In case of detached houses, semi-detached houses, and terraced houses, floor area must be established considering the following:

From the internal spaces under the same roof structure of a detached house, semi-detached house, or terraced house the following must be calculated

- a) as full floor area (100%):
- b) all internal spaces of the flat used for residential purposes (rooms, kitchen, bathroom, toilet, corridor, hall, pantry, etc.);
 - all internal spaces of the flat used for residential purposes in the attic of the building, with a minimum internal height of at least 1.9 m¹⁰;
 - internal space below ground level used for residential purposes;
 - mezzanines inside the house;
 - glass verandas and conservatories.
- b) as 50% of the floor area:
 - internal spaces used for non-residential purposes (cellar, boiler room, etc.)

^{9.} In case of penthouse apartments, areas with a height below 1,9 m are not be included.

^{10.} In case of penthouse apartments, areas with a height below 1,9 m are not be included.

- workshop or garage located at any part of the building;
 - terrace, balcony, loggia, porch.
- c) if the Insured owns an ancillary building standing separated from or joining the main building but bearing an own roof (garage, shed, workshop, barn, stable, etc.) at the same address of risk bearing as that of the house or only the ancillary building is insured, it must be included in the category of ancillary buildings with 100% of their floor area.

5.3. **Establishment of floor areas is the task of the Policyholder. The Insured bears all liability resulting from inaccurate measurements, as a consequence of which the Insurer shall apply proportionate indemnification** (General Terms and Conditions VIII.7.1–2.)

6. In case of **swimming pools and properties associated with professional or trading activities**, it is the task of the Policyholder to establish the value of reconstruction or repurchase thereof.

7. Sums insured of various property groups are to be specified and managed individually.
Sums insured of property groups cannot be aggravated. The Insurer is entitled to examine the underinsurance or overinsurance in relation to each property group.

8. The Insured shall specify the sum insured of other supplementary risks of Indemnity insurance upon conclusion of the contract according to their own requirements but up to the limit of sum insured specified by the Insurer. The Insurer shall not examine underinsurance in case of supplementary risks, but its obligation to act is only valid up to the limit amount indicated in the policy.

9. The Insurer shall apply the rules of mathematical rounding when establishing sums insured and specifies values of various property groups in a whole number of thousand forints.

IV. INSURANCE EVENTS

Subject to present contract, the Insurer shall only indemnify for damage and loss in direct consequence to the insurance events listed below, in the event that they occur beyond the control of the Insured in an unexpected, sudden, unpredictable, and unintentional way.

1. Basic Insurance Events

1.1. Fire

Subject to the present conditions, fire shall mean the course of combustion or smouldering with subsistent flames that is able to spread.

With respect to a fire insurance event, the Insurer shall not indemnify for:

- a) **fire damage occurring to properties exposed to fire, flames or heat during their proper functions (e.g. chimney structures, boiler plants), and fire damage¹¹ occurring to electric wires, appliances, devices, machines if the fire does not spread to other objects;**
- b) **fire damage occurring to self-combusting, sour or mow-burnt materials,**
- c) **damage occurring in the form of colour change or shape deformation by scorching or heat;**
- d) **smoke and soot pollution, if these are not consequences of real fire damage¹²,**
- e) **fire damage, if materials qualified as being at risk of fire and explosion (see footnote 6) are used or stored at the location of risk bearing in larger quantity or different quality than needed for household use, and the damage occurs in relation thereto.**

1.2. Explosion

Subject to present conditions, explosion shall mean the sudden and excessively quick energy release of gases and fumes accompanied by destruction and noise. It also qualifies as explosion, if pressure difference generated in two separate places levels off in seconds as a consequence of the concurrent change (destruction, damage) of the position and the static qualities of the partition.

With respect to an explosion insurance event, the Insurer shall not indemnify for:

- a) **damage caused by an explosion consequent upon the distillation of spirits;**
- b) **damage caused by a sonic boom;**
- c) **damage caused by the explosion or contamination of fissile or radioactive materials;**
- d) **damage caused by the collapse of a closed area due to its lower pressure than that of its environment;**

^{11.} *Fire damage to electric wires, equipment, devices, and machinery if fire does not spread to the objects may be insured by payment of an additional premium (IV.2.18.j)*

^{12.} *Damages of soot and smoke pollution without a fire are covered by the Insurer without the payment of an additional premium, as specified in IV.3.3.*

- e) **explosion damage if materials qualified as being at risk of fire and explosion (see footnote 6) are used or stored at the location of risk bearing in larger quantity or different quality than needed for household use, and the damage occurs in relation thereto.**
- f) **explosion damage which occurred in a building/flat, where storage of LPG gas tanks is prohibited by Act 54/2014. (XII. 5.)¹³, and the cause of the explosion may be connected to the use or storage of LPG gas tanks.**

1.3. **Lightning**

The Insurer shall indemnify for damage caused by the destructive and igniting effects of lightning which directly strikes the insured property.

1.4. **Secondary Effects of Lightning**

The Insurer shall also indemnify for damage caused by the inductive effects of lightning in electric machines, appliances, and equipment or wires and fixtures, if meteorological data evidently support the fact that lightning occurred and the possibility of secondary effects within the 1000-metre zone of the insured property.

1.5. **Storm**

The event is regarded as an insurance event if a wind reaching or exceeding 54 kilometres per hour velocity causes damage in the insured property at the location of risk bearing.

1.5.1. The Insurer shall also indemnify for damage caused by the storm

- to the closed doors and windows of the insured buildings;
- in the form of water damage in the insured properties caused by the precipitation penetrating through the roof layers built and well-preserved with adequate workmanship, from materials accepted as a permanent cover in compliance with the construction standards;
- to the external facade insulation built and with adequate workmanship from materials in compliance with the construction standards by tearing up and insulation elements;
- to blinds; as well as
- if objects from own or other real property fall or drop on the property insured for storms.

1.5.2. **With respect to the present insurance event, the Insurer shall not indemnify for:**

- a) **storm damage caused to the properties by air currents within the rooms;**
- b) **storm damage caused to movables¹⁴, unharvested plants, crops, and fodder stored outdoors¹⁵;**
- c) **storm damage caused to glass or polycarbonate roofs or railings, other glazed surfaces of the building¹⁶, external plastering or cover (except for the tearing up of insulation panels), and painting¹⁷;**
- d) **damage incurred in solar collectors and solar cells¹⁸;**
- e) **damage due to deviating from building standards, using inappropriate materials or neglecting the application of prescribed professional technologies.**

1.6. **Rainstorm and Flashflood**

Subject to present conditions, the event is regarded an insurance event

- if the artificial water channel system (ditches, canals) and natural water channels (streams, rivers) fail to absorb the precipitation exceeding 25 mm within 24 hours or
- if the quantity of water accumulating in a relatively small area leads to the flooding of natural channels (such as streams and rivers)

resulting in precipitation flowing on the ground inundating the insured rooms and causing damage to the insured buildings or the insured properties placed therein.

1.6.1. **With respect to present insurance event, the Insurer shall not indemnify for:**

- a) **damage to the outer plastering, cladding and painting¹⁹ of the buildings and structures;**
- b) **damage occurring in the form of mildew and mold;**
- c) **damage to the properties placed in parts of buildings not qualified as dwelling rooms with a floor lower than ground level if these are inundated, unless properties were stored at least 20cm above floor level;**

¹³ *It is forbidden to use a gas tank in a structure having more than one storey, where a possible gas explosion might cause the collapse of the frame. (§ 191 (8)).*

¹⁴ *Insurable by the payment of additional premium (IV.2.7.)*

¹⁵ *Insurable by the payment of additional premium (IV.2.8.)*

¹⁶ *Insurable by the payment of additional premium (IV.2.3.)*

¹⁷ *Insurable by the payment of additional premium (IV.2.18.f)*

¹⁸ *Insurable by the payment of additional premium (IV.2.5.)*

¹⁹ *Insurable by the payment of additional premium (IV.2.18.g)*

- d) damage due to cracks and breaks resulting from the overflow of precipitation channels²⁰;
- e) damage caused by precipitation and groundwater seeping up or in through the walls of the insured building;
- f) damage by building subsidence caused by precipitation and/or groundwater entering below the foundation body of the building insured.

1.7. Hailstorm

The event is regarded an insurance event and the Insurer shall indemnify for damage by hailstorm or drift which is caused in the roofing, façade and blinds, built with adequate workmanship, from materials generally accepted as permanent cover in compliance with the construction standards, of the insured buildings and structures.

The Insurer shall also indemnify for the damage in the insured properties caused by the precipitation penetrating the building simultaneously with the insurance event through a roof laying as specified above damaged by the hailstorm or drift.

1.7.1. With respect to the present insurance event the Insurer shall not indemnify for the following at the location of risk bearing:

- a) damage to glass and polycarbonate roofs and railings and other glazed surfaces of buildings²¹;
- b) damage caused to unharvested plants and orchards²²;
- c) damage to movables stored outdoors²³;
- d) damage incurred in solar collectors and solar cells²⁴; and
- e) damage resulting in the death of domestic animals;
- f) aesthetic damage caused to the permanent roofing of the building (e.g. dents) which do not affect the function and the lifetime of such roof covering²⁵;
- g) damage to facades whose integrity deteriorated prior to the claim event (peeling, crumbling, flaking, cracked etc. surfaces);
- h) damage due to deviating from building standards, using inappropriate materials or neglecting the application of prescribed professional technologies.

1.8. Pressure of Snow

The event is regarded as an insurance event and the Insurer shall indemnify for damage which is caused by the pressure of snow or ice against the roof layers or roof windows of insured buildings and structures built with adequate workmanship, from materials accepted as permanent cover in compliance with the construction standards.

The Insurer shall also indemnify for damage in the insured properties caused by precipitation penetrating into the building simultaneously with the insurance event through a roof layer or roof windows as specified above damaged by the snow or ice pressure.

The Insurer shall also indemnify for damage caused in the insured buildings by snow or ice sliding off.

1.8.1. The Insurer stipulates a waiting period of 15 days from the commencement of risk bearing of the policy for snow pressure events. Risk bearing of the Insurer shall not extend to insurance events occurring within the above waiting period.

1.8.2. With respect to present insurance event the Insurer shall not indemnify for damage to:

- a) glazing of roof windows²⁶;
- b) glass or polycarbonate roofing of buildings²⁷;
- c) unharvested plants and orchards²⁸;
- d) movables stored outdoors²⁹;
- e) incurred in solar collectors and solar cells³⁰;
- f) due to deviating from building standards, using inappropriate materials or neglecting the application of prescribed professional technologies weak or decayed roof structures, rafters, etc.)

^{20.} Insurable by the payment of additional premium (IV.2.2.)

^{21.} Insurable by the payment of additional premium (IV.2.3.)

^{22.} Insurable by the payment of additional premium (IV.2.8.)

^{23.} Insurable by the payment of additional premium (IV.2.7.)

^{24.} Insurable by the payment of additional premium (IV.2.5.)

^{25.} Insurable by the payment of additional premium (IV.2.18.g)

^{26.} Insurable by the payment of additional premium (IV.2.3.)

^{27.} Insurable by the payment of additional premium (IV.2.3.)

^{28.} Insurable by the payment of additional premium (IV.2.8.)

^{29.} Insurable by the payment of additional premium (IV.2.7.)

^{30.} Insurable by the payment of additional premium (IV.2.5.)

1.9. **Flood**

The event is regarded as an insurance event and the Insurer shall indemnify for damage by the inundation of any insured property at the insured location, in an area classified as flood-protected³¹, caused by the flooding of permanent or interim, natural or artificial surface live waters as well as of any channels and lakes flowing into them, by overflowing embankments or dykes³².

1.9.1. **The Insurer stipulates a waiting period of 15 days from the commencement of risk bearing of the policy for flood events. Risk bearing of the Insurer shall not extend to insurance events occurring within the above waiting period.**

1.9.2. **Pursuant to present Terms and Conditions, the Insurer shall not indemnify for damage, whether or not consequential upon a single flood impact, in the event that**

- a) **it occurs in an open flood plain³³ or a foreshore³⁴;**
- b) **it is caused by the rise of groundwater, the movement of groundwater, or land movement occurring in conjunction with any of the former;**
- c) **it is caused by excess water.**

1.10. **Earthquake**

The event is regarded an insurance event and the Insurer shall indemnify for damage which is caused in the insured properties at the location of risk bearing by an earthquake reaching V. degree on the MSK-64 intensity scale.

1.11. **Landslide**

The event is regarded an insurance event and the Insurer shall indemnify for damage which is caused in the insured properties by an unexpected sliding of the underground soil layers on sloping ground.

1.11.1. **The Insurer stipulates a waiting period of 15 days from the commencement of risk bearing of the policy for landslide events. The Insurer shall not be liable for insurance events occurring within such waiting period.**

1.11.2. **The event shall not be regarded as being unexpected if the construction is carried out regardless of prior knowledge of the danger of landslide, independently of a building permit.**

1.11.3. **Present contract shall not regard events as unexpected in the event that the Policyholder or the Insured is or may be aware of the danger of landslide at the time of contracting, especially if the location of risk bearing provenly saw an event of landslide within 5 years prior to the date of contract conclusion, regardless of the fact that this event was not known to Policyholder or Insured at the time of construction or purchase.**

1.11.4. **Subject to present conditions, the Insurer shall not indemnify for damage to the supporting walls, artificial slopes or other artificial structures caused by landslide.**

1.12. **Falling Stones, Rocks, and Soil**

The event is regarded an insurance event and the Insurer shall indemnify for damage which is caused in the insured properties by falling stones and rocks or soil.

1.12.1. **The Insurer stipulates a waiting period of 15 days from the commencement of risk bearing of the policy for events of falling stones, rocks, and soil. The Insurer shall not be liable for insurance events occurring within such waiting period.**

1.12.2. **The event shall not be regarded as unexpected if the construction is carried out regardless of prior knowledge of the danger of falling rocks, stones or soil, independently of a building permit.**

1.12.3. **Present contract shall not regard events as unexpected in the event that the Policyholder or the Insured is or may be aware of the danger of falling rocks, stones or soil at the time of contracting, especially if the location of risk bearing provenly saw an event of falling rocks, stones or soil within 5 years prior to the date of contract conclusion, regardless of the fact that this event was not known to the Policyholder or the Insured at the time of construction or purchase.**

1.12.4. **Subject to the present conditions, the Insurer shall not indemnify for damage in the supporting walls, artificial slopes or other artificial structures caused by stone-fall and earth-fall.**

31. *Protected flood area: areas along rivers and other water flows, where 1st degree flood control structures, such as levees, are built.*

32. *Flood prevention structure: a water establishment of first, second or third degree, its infrastructure, accessories, and supplementary buildings which ensure the functionality and protection capacity of the protection line.*

33. *Open floodplain: an area not protected by flood control structures.*

34. *Foreshore: the open flood area between the dykes and the river.*

1.13. Subsidence of Unknown Structures or Unknown Cavities

The event is regarded an insurance event and the Insurer shall indemnify for damage which is caused in the insured properties by the subsidence of an unknown structure or unknown cavity.

1.13.1. **The structure or cavity is not regarded as unknown, in the event that the Insurer, the Policyholder or the Insured or the competent authority was aware of its existence prior to the occurrence of the insurance event.**

1.13.2. **With respect to the present insurance event, the Insurer shall not indemnify for damage caused by:**

- a) **the subsidence of the underground parts of mines, and**
- b) **soil subsidence below foundations or the sinking of filling below the flooring.**

1.14. Collision of Unknown Vehicles or Dropping of Unknown Objects

The event is regarded as an insurance event and the Insurer shall indemnify for damage which is caused by the collision or dropping of a vehicle, air vehicle, other object or any spare part or cargo thereof not in the possession or use of the Policyholder or the Insured to properties at the location of risk bearing specifically indicated by an address.

1.14.1. **The following are necessary to validate the insurance event:**

- a) **in case of damage caused by an unknown vehicle, a copy of the filed police report;**
- b) **in case of a vehicle known by the Policyholder/Insured, a written statement acknowledging the responsibility of the driver of the vehicle or, in the absence of such, a copy of the filed police report.**

1.14.2. **With respect to the present insurance event the Insurer shall not indemnify for damages caused by vandalism.³⁵**

1.15. Falling of Unknown Objects

The event is regarded an insurance event and the Insurer shall indemnify for damage if an unknown object falls on the insured property from outside at the location of risk bearing and therefore causes damage to the insured property.

An unknown object shall be understood as one which, at the time of the insurance event, was not in the possession or use of the Policyholder or the Insured, which was not leased, borrowed or rented by the Policyholder or the Insured, and which was not used in their interest and was not placed or stored at the location of risk bearing.

1.15.1. **With respect to present insurance event, the Insurer shall not indemnify for damage to movables stored outdoors.³⁶**

1.16. Sleet

Subject to present conditions insurance events shall include damage caused by the weight of sleet frozen on insured roof structures, drainpipes, outside building elements, swimming pools, and structures or by plants (typically trees) dropping or falling on the above due to the weight of sleet frozen on them.

The Insurer shall also indemnify for damage to insured properties by any precipitation entering the insured buildings at the time of the insurance event through the roof structure damaged by the weight of frozen sleet or by plants dropping or falling on them due to the weight of frozen sleet.

With respect to present insurance event the Insurer shall not indemnify for damage:

- a) **caused to glass or polycarbonate roofs or railings, other glazed surfaces of the building³⁷;**
- b) **caused to movables stored outdoors³⁸, animals, unharvested plants³⁹, crops and fodder;**
- c) **incurred in solar collectors and solar cells⁴⁰;**
- d) **as a result of deviating from building standards, using inappropriate materials or neglecting the application of prescribed professional technologies (damage of weakened or dilapidated roof structures, battens, etc.).**

1.17. Sudden Thaw or Melting

The Insurer regards as insurance events and shall indemnify for damage occurring in the event of sudden thaw, when meltwater arising from the sudden melting of ice and snow cannot be absorbed by the frozen ground and thus, flowing on the surface, enters the insured buildings and rooms and damages them or any properties placed therein.

1.17.1. **The Insurer stipulates a waiting period of 15 days from the commencement of risk bearing of the policy for sudden thaw and melting events. The Insurer shall not be liable for insurance events occurring within such waiting period.**

^{35.} *Insurable by payment of an additional premium (IV2.6.)*

^{36.} *Insurable by payment of an additional premium (IV2.7.)*

^{37.} *Insurable by payment of an additional premium (IV2.3.)*

^{38.} *Insurable by payment of an additional premium (IV2.7.)*

^{39.} *Insurable by payment of an additional premium (IV2.8.)*

^{40.} *Insurable by payment of an additional premium (IV2.5.)*

1.17.2. **Based on present risk, excess water shall not qualify as an insurance event, when the accumulation of meltwater results from the saturation of soil layers with water, the rise in water level or water seepage under embankments.**

1.17.3. **With respect to present insurance event, the Insurer shall not indemnify for damage:**

- a) **caused to the external plastering, cladding or painting of buildings and structures;**
- b) **occurring in the form of mildew or mould;**
- c) **caused by flooding of building parts which do not qualify as residential buildings and have a flooring below ground level to movables stored therein, provided that movables were not stored at a height of at least 20 centimetres;**
- d) **caused by cracks and breaks due to overflowing drainpipes channelling precipitation;**
- e) **e. caused by precipitation or groundwater leaking or seeping through the wall of the insured building, or**
- f) **in connection with rising groundwater;**
- g) **regarding the sinking of buildings due to precipitation or groundwater entering under the foundation body.**

2. Insurance Events and Properties of Indemnity Insurance Covered by an Additional Premium

Under these Terms and Conditions, loss and damage caused by the insurance events listed below shall only be indemnified if the related additional premium is paid by the Policyholder, unless the Insurer states in the proposal and the contract that it undertakes the risk without the payment of an additional premium.

2.1. Burglary, Destruction of Property, Robbery

2.1.1. A **Burglary** insurance event occurs when

- a) the perpetrator commits theft by forcibly entering a locked internal space of a building at the location of risk bearing;
- b) the perpetrator enters through an open door or window whose lower edge is located higher than 3 meters from the footway below and there is no built-in ladder or scaffolding to aid entering;
- c) the perpetrator is assumed to commit the theft by picklock, copy key or lock-comb, or by a tool or method which leaves no visible marks of forced entry in the plug or the structure of the lock upon visual inspection, but the use of such unknown tool is evidenced by an independent judicial lock expert;
- d) the perpetrator commits the theft by a key acquired by burglary, robbery or sneak theft as defined in the policy.

Internal space is a section of a building or an ancillary building which is enclosed by solid building structures from all sides rendering an individual space designed for specific purposes.

Locked internal space is internal space enclosed by walls, flooring, roofing, and external doors and windows which meet the following requirements:

- entrance doors can be locked by security locks (a minimum of 1 lock);
- two-winged entrance doors are protected against the release of latches;
- strength of walls, roofing, and flooring is equivalent to or exceeds that of traditional, 6-cm solid brick walls.

The following qualify as security locks: cylinder locks with a minimum of 5 pins, cylinder locks with a minimum of 6 rotors, double bit locks, number or letter combination locks where the number of possible combinations exceeds 10,000, and quality insured deadbolt locks.

2.1.1.1. With respect to the present insurance event, the Insurer shall indemnify for burglary damage occurring in storage rooms jointly used by the tenant communities of condominiums or building co-operatives up to the limit associated with the minimum level of protection of household movables in a building not permanently occupied as set out in the table of protection against burglary.

2.1.1.2. In case of entering through an open door or window (the method of entering specified under 2.1.1.b.), the Insurer shall indemnify for damage up to the limit associated with the minimum level of mechanical protection as set out in the table of protection against burglary independent of the general protection level of the building/flat.

2.1.1.3. **The Insurer shall not indemnify for property appropriated from corridors and passages even if the area affected by such act of appropriation is lockable.**

2.2.2. Robbery

A Robbery insurance event occurs when, during the course of abstracting the insured properties, the perpetrator uses force against the Insured or poses direct threat to the life or health thereof, or in order to acquire the insured properties, puts the person into an unconscious or defenceless state, moreover, if the thief caught in the act of committing a crime uses force or poses a direct threat to the life or health of the Insured in order to retain the stolen insured properties.

The Insurer shall indemnify for robbery of the Insured in an unconscious state, as well as for robbery without assault in the event that the perpetrator appropriates a property item worn on the Insured's body (on the neck, hand or back) by a sudden and unexpected act (snatching, ripping it off the Insured or tearing it out of the Insured's hand).

2.1.2.1. **The Insurer shall not indemnify for damage caused by pick-pocketing or damage caused by unnoticed theft.**

2.1.3. **Destruction of property**

Upon the occurrence of a destruction of property insurance event, the Insurer shall indemnify for damage caused by destruction consequent upon burglary or robbery or any attempt thereof, including damage caused by destruction in buildings and by the destruction or theft of building equipment, provided that the Policyholder also specified the building as insured property in the insurance proposal. The maximum amount of indemnity for damage to the structural elements of buildings is also included in the section on General Measures of Protection Against Burglary.

2.1.3.1. **The Insurer shall only indemnify for wilful destruction of property without the purpose of appropriation or entry (vandalism), if the additional premium for such risk has been paid by the Policyholder (IV.2.6.).**

2.1.4. **Settlement of damage caused by burglary, destruction of property, and robbery is subject to the following:**

- **A copy of a police report filed regarding the insurance event.**
- **The overall protection of the insured real property must comply with the requirements of minimum mechanical protection as specified in the General Measures of Protection against Burglary irrespective of the area of the real property where breaking and entering occurred.**

2.2. **Water Damage**

Water damage insurance events are the following:

- the leakage of water or liquids due to the breaking, cracking, bursting, or disjuncting of water pipes, sewage pipes, water and steam pipes for heating and cooling and other building machinery pipes (solar collectors, solar cells, geothermic system piping, etc.) as well as hydraulic pipes of insured swimming pools;
- clogging of pipes;
- breaking, cracking, bursting, disjuncting or clogging of accessories and fittings of building and swimming pool machinery pipes and the attached household appliances, as well as damage caused in properties by water, steam or other liquid flowing from open taps;
- damage caused in insured properties by water flowing from fish tanks due to cracks and breaks.
- freezing of water meters installed in a shaft complying with relevant regulations.

2.2.1. **The Insurer stipulates a waiting period of 15 days from the commencement of risk bearing of the policy for water damage events. The Insurer shall not be liable for insurance events occurring within such waiting period.**

2.2.2 The Insurer shall indemnify for

- the costs of exposure as required for rectifying the damage, and the costs of replacement and reinstatement of the pipeline section of the insured building or swimming pool even if the breaking, cracking, bursting or disjuncting of pipes occurred below ground level on the plot of land belonging to the insured building;
- costs of unclogging pipe sections of the insured building even if clogging occurred on the plot of land belonging to the insured building;
- damage caused in insured properties by flowing water, steam or other liquid at the location of risk bearing;
- replacement costs of frozen water meters.

2.2.3. **The Insurer shall indemnify for the costs of repair or replacement of damaged pipes or pipe sections up to the extent which is technologically justified but up to the maximum extent of 6 metres.**

2.2.4. **The Insurer shall indemnify for costs of excavation up to a maximum of 3 m³ necessary for the repair or replacement of faulty pipe sections if malfunction occurs outdoors but within the boundaries of the plot (garden) of the insured real property.**

The Insurer shall not indemnify for:

- a) **costs of repair or replacement of pipe sections which is technologically not justified for damage control;**
- b) **damage in connection with the renovation of the building;**
- c) **costs of the repairs or replacement of the damaged accessories and fittings (e.g. taps, radiators, etc.)⁴¹ attached to the pipes and of the equipment (e.g. boilers) and household appliances (e.g. washing machine and/or dishwasher) connected to the pipes and causing damage;**
- d) **damage caused by freezing⁴² (except for that of water meters), the costs of the leaked liquid⁴³;**
- e) **damage occurring in the form of mildew or mould;**
- f) **damage to the glazing and content of fish tanks (fish, plants, filters, and other accessories).**

^{41.} Insurable by the payment of additional premium. (IV.18.a.)

^{42.} Insurable by the payment of additional premium. (IV.18.c.)

^{43.} Insurable by the payment of additional premium. (IV.2.10.)

2.3. Breakage of Building Glass

The event is regarded as an insurance event and the Insurer shall indemnify for the breakage and cracking of glazing or polycarbonate surfaces substituting the glazing of

- doors and windows;
- balconies;
- railings;
- glass roofs;
- glass bricks and glass walls;
- conservatories;
- floor glass;
- shop windows;
- glazing of saunas or polycarbonate surfaces substituting thereof;
- glazing or polycarbonate covering of the swimming pools insured;

which are structurally incorporated in the insured flats or buildings, as well as breakage and cracking of glass or polycarbonate covers of insured swimming pools.

2.3.2. The Insurer stipulates a waiting period of 15 days from the commencement of risk bearing of the policy for breakage of building glass events. The Insurer shall not be liable for insurance events occurring within such waiting period.

2.3.3. With respect to present insurance event, the Insurer shall not indemnify for the damage to:

- a) green houses, hotbeds, and cold frames;
- b) shop window cabinets, name and company name signs;
- c) mirrors⁴⁴;
- d) cracks and breakage of shower cabin glazing⁴⁵;
- e) scratching and chipping of foil coating (for sun protection, decoration, etc.) on glass surfaces;
- f) damage to glazing of buildings under construction or reconstruction;
- g) costs of skilled work in relation to glazing (painting, carpentry, locksmith or masonry work);
- h) costs of repair due to the deterioration or deformation of structures supporting damaged glass⁴⁶;
- i) additional costs resulting from the production technology of building structures, doors or windows containing the damaged glass (e.g. replacement of door panels with built-in glass, shades incorporated into damaged windows or doors, or extra charge of any shading structure, etc.)⁴⁷.

2.4. Insurance of Special Glazing as Movable

The event is regarded as an insurance event and the Insurer shall indemnify for the breakage and cracking damage of

- shower cabins and tub enclosures;
- the glazing of fireplace and tile stove doors; moreover,

within the category of household movables, the breakage or cracking of

- glass tables;
- furniture glazing;
- glass basins;
- glazing of sauna doors and windows;
- mirrors;
- fish tanks and enclosures;
- cooker tops of ceramic hobs;
- glass cover or cooker top and glass oven door of any type of cooker.

⁴⁴ Insurable by the payment of additional premium. (IV.2.4.)

⁴⁵ Insurable by the payment of additional premium. (IV.2.4.)

⁴⁶ Insurable by the payment of additional premium. (IV.2.18.d.)

⁴⁷ In the event that the replacement of the damaged glass plate is only feasible by the complete replacement of the incorporating structure (e.g. entrance door glazing, etc.), the Insurer shall indemnify for the costs of glazing regarding solely the size and quality of the damaged glass surface. Replacement of the complete structure is insurable by payment of additional premium (IV.2.18.e.)

- 2.4.1. Service of the Insurer: the Insurer shall indemnify for the damage specified above up to the limit amount indicated in the proposal and the policy.
- 2.4.2. **The Insurer stipulates a waiting period of 15 days from the commencement of risk bearing of the policy for breakage of special glass events. The Insurer shall not be liable for insurance events occurring within such waiting period.**
- 2.4.3. **The Insurer shall not indemnify for**
- a) **additional costs arising from the replacement of antique furniture glazing and mirrors;**
 - b) **damage in furniture and frames supporting the damaged glass.**
- 2.5. **Coverage for Solar Collectors and Solar Cells**
- The event is regarded an insurance event and the Insurer shall indemnify by payment of an additional premium for
- breakage or cracking of solar collectors and solar cells caused by basic insurance events;
 - vandalism and appropriation of solar collectors and solar cells installed on the roof structure or façade of the insured buildings at least 3 metres above ground level.
- 2.5.1. **Settlement of claims in respect of vandalism and appropriation is subject to the event being reported to the police.**
- 2.5.2. Benefit by the Insurer: The Insurer shall indemnify for the damage specified above up to the value limit indicated in the proposal and the policy for each insurance event.
- 2.5.3. **The Insurer shall not indemnify for:**
- a) **breakage and cracks related to the improper production, transportation, or installation of solar collectors and solar cells;**
 - b) **damage by vandalism or appropriation of solar cells installed at ground level or on a building façade with the cells' lower edge reaching below 3 metres.**
 - c) **damage by vandalism or appropriation of solar cells installed on buildings not permanently occupied or outside the boundaries of residential areas.**
- 2.6. **Vandalism, Dismantling, Graffiti**
- The event is regarded an insurance event and the Insurer shall indemnify for the repair and replacement costs consequent upon vandalism, dismantling and appropriation of building accessories fixed to the external surface of the buildings and structures insured or to the ground and located outdoors due to their nature of use, such as
- external intercom units;
 - gate motors;
 - AC and HVAC systems;
 - cameras, external alarm units;
 - post-boxes;
 - fences and gate components;
 - building entrance doors;
 - fixed lighting units, fixed playground toys, fixed benches;
 - lightning rods, aerials, and cable TV systems;
 - sewage water pumps and heat pumps;
- as well as for the reinstatement costs occasioned by graffiti on all of the above listed.
- 2.6.1. In the event of graffiti damage, the Insurer shall indemnify primarily for the justifiable cleaning costs of the damaged surface or building accessory, or, if cleaning is technically not feasible or yielded no result, the repainting of the surface.
- 2.6.2. **Conditions for benefit payment by the Insurer:**
- **a copy of the police report filed for the event,**
 - **in case of damage in the yard of a real property, the real property area of the insured building must be enclosed by a lockable fence of minimum 1.40 m.**
- 2.6.3. Benefit by the Insurer: The Insurer shall indemnify for the damage specified above up to the value limit indicated in the proposal and the policy for each insurance event.
- 2.6.4. **The Insurer shall not indemnify for the following:**
- a) **damage to buildings outside residential areas and buildings not permanently occupied;**
 - b) **damage due to depreciation, irregular use, neglected or improper maintenance;**

- c) **HVAC, camera and alarm units fixed onto the façade of the building, if they are installed at a height lower than 3m from the public area walkway level;**
- d) **damage by dismantling or appropriation of street front non-ferrous drainpipes;**
- e) **damage in internal (amplifier) units of intercoms due to vandalism or theft of the external unit;**
- f) **damage to devices connected to vandalized or stolen aerial or cable TV systems;**
- g) **damage to building glass⁴⁸.**

2.7. Coverage for Properties Stored Outdoors

The event is regarded an insurance event and the Insurer shall indemnify for damage by basic insurance events and vandalism or appropriation in respect of properties classified into the category of household movables which are kept outdoors due to their nature of use at the insured location:

- garden furniture, swing chairs, deck chairs, parasols;
- drying racks;
- garden grills;
- garden toys for children (mobile slides, swings, trampolines and sandboxes);
- non-electric garden tools (e.g. shovels, ploughs, rakes);
- garden hoses and their accessories;
- garden ladders;
- mobile pools and Jacuzzis (movable by human or machine force);
- livestock (except for horses and cows);
- bicycles, strollers and prams, battery operated children's cars, tractors, and motorcycles left outside temporarily before or after use in the garden or yard of the insured building.

2.7.1. Conditions for benefit payment by the Insurer in case of claims for vandalism and theft:

- **the real property area of the insured building must be enclosed by a lockable fence of the height of minimum 1.40 m;**
- **the event must be reported to the police.**

2.7.2. Benefit by the Insurer: The Insurer shall indemnify for the damage specified above up to the value limit indicated in the proposal and the policy for each and every insurance event.

2.7.3. The Insurer shall not indemnify for:

- a) **glass damage of movables stored outdoors⁴⁹;**
- b) **damage due to depreciation, irregular use, neglected or improper maintenance;**
- c) **damage to plastic or canvas pavilions and tents;**
- d) **damage to water, air, and motor vehicles, caravans, trailers, and the main parts thereof;**
- e) **damage to electric, battery or combustion engine operated garden and hobby tools;**
- f) **damage to properties associated with professional or trading activities or its supplies;**
- g) **bicycles, strollers and prams, battery operated children's vehicles (cars, tractors, motorcycles) permanently stored outdoors.**

2.8. Coverage for Garden Plants

It shall be considered as an insurance event if the vegetation planted within the area of the real property of the building insured (trees, bushes, thujas, hedges, vegetables grown for own use, etc.) are destroyed consequent upon any basic insurance events as specified or upon the exposure works of a pipe burst in the courtyard.

The Insurer shall indemnify for damage to the garden plants on the real property of the building by vandalism, provided that the real property area of the building insured is enclosed by a lockable fence of a minimum height of 1.40 m.

2.8.1. In the framework of present benefit, the Insurer shall indemnify for

- a) replanting costs of plants destroyed as a consequence of an insurance event in order to restore the original state,
- b) the value of the produce destroyed by vandalism.

⁴⁸. *Insurable by the payment of additional premium. (IV.2.3.)*

⁴⁹. *Insurable by the payment of additional premium. (IV.2.4.)*

- 2.8.2. **In case of damage caused by vandalism, indemnification by the Insurer is subject to the event being reported to the police.**
- 2.8.3. Benefit by the Insurer: The Insurer shall indemnify for the damage specified above up to the value limit indicated in the proposal and the policy for each and every insurance event.
- The Insurer shall not indemnify for:**
- a) **vandalized plants outside residential areas or at building not permanently occupied;**
 - b) **damage to plants of a real property of an ancillary building or plot of land insured at a different address;**
 - c) **damage occurred in relation to plants not grown for own use;**
 - d) **costs of growing grass and lawn;**
 - e) **the value of the produce lost due to plant destruction and other lost profit;**
 - f) **damage caused by the value difference due to differences in development and size between replanted and damaged plants;**
 - g) **costs of harvesting, shipping, and exterminating damaged and dead plants⁵⁰.**
- 2.9. **Damage Caused by Pests and Damage Control in Gardens**
- The Insurer shall regard as insurance events and shall indemnify for:
- a) repairs following damage caused by birds, bats, rodents, and insects to heat insulation and painting of façades and professionally designed roofing or attic spaces, and external construction elements and wires of the insured buildings;
 - b) repairs following damage caused by wild animals to insured buildings, structures or swimming pools;
 - c) cleaning gutters clogged with dead birds or the accumulation of bird faeces;
 - d) costs of professional removal of wasps, bees, bats or rodents which nested in the façade, roof structure, attic, or other gapped structures of the insured buildings following contract conclusion;
 - e) dilapidated plants posing a threat to human life, bodily integrity or the integrity of insured buildings, swimming pools or structures consequent upon a basic insurance event (IV.1.) in the garden of yard of the insured building at the location of risk bearing;
 - f) if the contract covers garden plants insurance events, costs of removal, transportation, and extermination of plants or plant parts destroyed due to the insurance event.
- 2.9.1. Benefit by the Insurer: The Insurer shall indemnify for the damage specified above up to the value limit indicated in the proposal and the policy for each and every insurance event.
- 2.9.2. The value of the possibly usable plant remnants shall be deducted from the benefit by the Insurer.
- 2.9.3. **The Insurer shall not indemnify for damage caused by animals to the heat insulation of roof structures and attics if pests could enter because of unprofessional or meagre design or the neglect of maintenance.**
- 2.9.4. **The Insurer shall not indemnify for damage caused by animals whose source was present prior to contract conclusion.**
- 2.9.5. **The Insurer shall not indemnify for aesthetic or regular trimming of plants damaged by storm or hail.**
- 2.10. **Coverage for Water Discharged**
- The Insurer shall indemnify for the value of water discharged due to pipe bursts within the insured building or in the real property thereof.
- 2.10.1. Benefit by the Insurer: The Insurer shall indemnify for the charges of the water discharged up to the value limit indicated in the proposal and the policy.
- 2.10.2. **The Insurer stipulates a waiting period of 15 days from the commencement of risk bearing of the policy for water discharged events. The Insurer shall not be liable for insurance events occurring within such waiting period.**
- 2.10.3. Claims settlement shall be subject to submitting invoices issued by the regionally competent water service provider in relation to the insured property, for a period of one year before detecting the loss.
- 2.10.4. **The Insurer shall not indemnify for:**
- a) **sewage charges in relation to the water leakage;**
 - b) **the value of average water consumption of the Insured at the time of the insurance event;**
 - c) **the value of water used for irrigation or filling swimming pools at the time of the damage;**
 - d) **the value of leaked water due to open taps;**

⁵⁰ *Insurable by the payment of additional premium. (IV.2.9.)*

- e) **in case of buildings not permanently occupied, the value of water leakage due to the burst of frozen pipes resulting from the Insured's negligence of draining the water system or maintaining heating for the winter period (General Terms and Conditions, XI.3.2.e.).**

2.11. **Sneak Theft**

The event is regarded an insurance event and the Insurer shall indemnify for the damage by the appropriation of properties insured within the category of household movables or valuables or insured cash

- by an intruder entering unnoticed through an unlocked door or an open window at the location of risk bearing; or
- a person let in by the Insured in good faith.

The insurance event presupposes the justifiable presence of the Insured at the location of risk bearing at the time of the event.

2.11.1. Indemnification by the Insurer is subject to the event being reported to the police.

2.11.2. Benefit by the Insurer: The Insurer shall indemnify for the loss or damage specified above up to the value limit indicated in the proposal and the policy by each insurance event.

2.11.3. **The following events shall not be regarded as sneaking in:**

- a) **if the Insured persons are not present at the location of risk bearing at the time of the event and entering occurs through a door or window left open in their absence;**
- b) **in case of multi apartment buildings, if an unauthorized person enters an open non-residential unit (storage room, cellar or garage) located in the main building or outside, at a time when the Insured are at another part of the building;**
- c) **if an unauthorized person enters an open non-residential unit (e.g. a garage), the entrance of which opens onto a public area and the Insured is not present at the time of the event.**

2.11.4. **In the event that the keys to the real property insured have also been appropriated from the location of sneaking in, the lock(s) must be replaced in compliance with the obligation of loss prevention. In the absence of this, the Insurer shall not indemnify for subsequent losses caused by entry using the keys thus obtained.**

(Entering with keys obtained by sneak theft as specified under IV.2.1.1.d. of the Special Terms and Conditions of Indemnity insurance does not qualify as an insurance event.) In such cases, the Insured is obligated to satisfactorily prove the changing of locks.

2.12. **Coverage for Cash and Securities**

The Insurer undertakes to indemnify for damage to cash, currency listed by the National Bank of Hungary, as well as securities, and depositor's books which was caused by any of the basic insurance events and those covered by additional premium payment for household movables at the location of risk bearing indicated in the contract.

2.12.1. Benefit by the Insurer: The Insurer shall indemnify for the damage specified above up to the value limit indicated in the proposal and the policy for each insurance event.

2.12.2. **Risk bearing of the Insurer extends solely to cash damage of Insured who qualify as consumers.**

2.12.3. **Cash, currency, depositor's books, and securities over the value limit of HUF 100,000 must be kept in a container for valuables (strong-box, wall safe, furniture safe). In the event of burglary, robbery and sneak-theft (provided that such risks are included in the policy), damage over HUF 100,000 shall be paid by the Insurer up to the limit according to the MABISZ classification of the container for valuables within the sum insured.**

2.12.4. **The Insurer shall not indemnify for damages in the event that**

- a) **the key to the above containers was not stored with due care and valuables insured under present risk are appropriated by an unauthorized person by obtaining the key;**
- b) **the container was not fixed to the supporting structure as prescribed by regulations;**

2.13. **Loss and Disappearance**

The event is regarded an insurance event and the Insurer shall indemnify for:

- a) theft from the Insured or loss by the Insured of the key(s) to the entrance door(s) of the building insured;
- b) loss, theft, or destruction, by any reason independent of the Insured's intention, of the Insured's bank card or credit card associated with the Insured's retail account or credit account at a bank licensed to operate within the territory of Hungary;
- c) loss, theft, or destruction, by any reason independent of the Insured's intention, of the Insured's personal documents (personal identity card, address card, driver's licence, or passport);
- d) loss, theft, or destruction, by any reason independent of the Insured's intention, of the traffic license of personal motor vehicle, caravan, or motor bicycle owned by the Insured.

2.13.1. Claims settlement by the Insurer

2.13.1.1. Claims settlement by the Insurer regarding the key to the entrance of the insured building entails indemnification for the replacement of security locks, magnetic locks, and cylinder locks equivalent in quality and efficiency to the original one.

2.13.1.2. Claims settlement by the Insurer provides coverage for the replacement of a maximum of two locks per main building insured, and a maximum of one entrance door lock per ancillary building insured. **In the event that the appropriated or lost key opens other locks in non-entrance doors identical to that of the entrance door, replacement of such additional locks shall not be indemnified by the Insurer.**

2.13.1.3. Claims settlement by the Insurer indemnifies for costs of deactivating and replacing the Insured's personal documents, bank cards, and credit cards.

2.13.2. **The Insurer shall only indemnify for costs if provided with invoices and certificates issued by respective banks or government offices or educational institutions.**

2.13.3. **The Insurer shall not indemnify for:**

- a) **damage or costs incurred exceeding the direct costs of deactivation and replacement specified above due to the loss or theft of a bank card or a credit card;**
- b) **damage due to illegitimate use of personal documents.**

2.14. **Theft of Sports Equipment and Prams**

The Insurer shall indemnify for damage to items owned by the Insured and classified into the property group of household movables:

- damage caused by theft of equipment used for leisure time, traditional, and extreme sports, occurring outside the location of risk bearing but within the territory of EU member states, in the event that the theft happened during the activities of sports, tracking or hiking or during a trip⁵¹ related thereto, as well as
- damage caused by theft of prams, occurring outside the location of risk bearing but within the territory of EU member states, in the event that appropriation occurred during the use or transportation of the pram by a motor vehicle while it was temporarily left unattended.

2.14.1. With respect to present conditions, children's tricycles, bicycles and other children's vehicles with pedals also qualify as sports equipment.

2.14.2. Benefit by the Insurer: The Insurer shall indemnify for the damage specified above up to the value limit indicated in the proposal and the policy for each insurance event.

2.14.3. **In case of appropriation of bicycles, present risk shall provide service⁵² for a maximum of HUF 100,000 per bicycle, but altogether up to the maximum amount limit indicated in the policy.**

2.14.4. **Specifications under 2.15.1. and 2.15.6. of the Bicycle Insurance are also valid with respect to present risk.**

2.14.5. **In each case, the Insurer shall only settle claims as certified by a statement by the police or other authority, not covered by insurance contracted with another Insurer or not reimbursed otherwise.**

2.14.6. **The Insurer shall not indemnify for damages caused by the theft of**

- a) **boats, barges, and power boats;**
- b) **sports and hunting guns.**

2.14.7. **With respect to present conditions, equipment of sports activities requiring no human force or practised with motor vehicles do not qualify as sports equipment.**

2.14.8. **In case of insurance of multi apartment buildings, community spaces (such as corridors, staircases, and storage rooms) of the building and other areas of the real property (e.g. gardens and yards) are not regarded as being outside the location of risk bearing with respect to present services. Damage by theft of bicycles and prams stored at such areas are not covered by present rider.**

2.14.9. **Present rider and the supplementary sums insured of the Bicycle Insurance cannot be aggregated.**

2.15. **Bicycle Insurance**

The Insurer shall indemnify for theft and breakage of bicycles and electric bicycles classified as household movables due to traffic accidents, which occur outside the location of risk bearing but within the territory of EU member states.

^{51.} *Bicycles not used for sports activities are insurable for additional premium (IV2.15.)*

^{52.} *Bicycles worth over HUF 100,000 are insurable under separate risks. (IV2.15.)*

2.15.1. The insured property shall be a bicycle less than 10 years old, which is owned by the Insured and whose type or invented name and chassis or serial number is specified in the proposal.

In order to insure a bicycle, the Insured must possess a receipt or a certificate of warranty for the bicycle purchased in a new condition.

2.15.1.1. With respect to present conditions a bicycle is a vehicle possessing at least two wheels, which is pedalled by human force and assisted by an engine with a maximum performance of 300 W (vehicles generally categorized as bicycles in the Hungarian Traffic Code), such as:

- regular bicycles (for street, tour or hobby purposes),
- professional bicycles (to be used in competitions).

2.15.1.2. **Risk bearing of the Insurer shall not extend to bicycles used for professional or trading activities.**

2.15.1.3. In the event that the bicycle is factory assembled, risk bearing of the Insurer shall extend to standard equipment thereof, which usually implies the following:

- a) frame structure (frame, fork, telescopic suspension);
- b) steering system (stem, head tube, handlebars, bearings);
- c) power train (bearing, pedals, chain wheel, derailleurs, shifters, cranks);
- d) brake system (brake lever, brake disc, brake spare parts);
- e) complete wheel set with tyres;
- f) saddle.

2.15.1.4. In the event that the bicycle is custom made, risk bearing of the Insurer extends to standard equipment listed under 2.15.1.3. as purchased when new as evidenced by a receipt.

2.15.1.5. In the event that the standard factory equipment listed under 2.15.1.3.b)-f) was replaced with spare parts of a higher value prior to the damage, risk bearing of the Insurer extends to the higher value based on receipts evidencing the purchase and prices thereof.

2.15.1.6. Risk bearing of the Insurer shall extend to the following equipment and accessories solely in the event that they provenly constitute a part of factory standard equipment or if the Insured provides receipts of the purchase thereof:

- a) carrier;
- b) basket;
- c) water bottle clip;
- d) fender;
- e) rear-view mirror;
- f) lights;
- g) child carrier;
- h) bicycle bag;
- i) bicycle computer, speed meter, pulse meter;
- j) pump;
- k) toolkit.

2.15.1.7. **Risk bearing of the Insurer shall not extend to the following equipment and accessories:**

- a) trailer;**
- b) clothing;**
- c) glasses;**
- d) helmet and protectors;**
- e) air filter mask;**
- f) bicycle clothing, gloves;**
- g) bicycle shoes.**

2.15.2. Benefit by the Insurer: The Insurer shall indemnify for each insurance event for the damage specified above up to the value limit indicated in the proposal and the policy for the bicycle indicated therein.

2.15.3. **Risk bearing of the Insurer extends to theft of bicycles left unattended in open air, in the event that said bicycle was taken from the state of being locked to a stable object unmovable by human force, and in the event that the lock used to secure the bicycle was a chain lock, a U-lock or any lock of higher security level than the aforementioned, as evidenced by the police report.**

- 2.15.3.1. Risk bearing of the Insurer extends to
- a) theft of a complete bicycle;
 - b) in case of theft of the saddle or child carrier of a bicycle or both, up to 5% of the sum insured for each.
- 2.15.3.2. **Partial theft damage other than those specified under b) above shall not be covered by the Insurer.**
- 2.15.3.3. **With respect to present insurance event, the Insurer shall not indemnify for damage in the event that the bicycle was stored in the open air for a period longer than 10 hours or overnight, even if conditions of storage comply with the requirements specified under 2.15.3.**
- In case of present risk, overnight shall mean a period between 10.00 pm and 6 am.**
- 2.15.3.4. **Conditions necessary for using services:**
- a) **evidence of filed report to the police or other authorities;**
 - b) **presenting the key of the lock used for storage.**
- 2.15.3.5. **In case of insurance of multi apartment buildings, community spaces (such as corridors, staircases, and storage rooms) of the building and other areas of the real property (e.g. gardens and yards) are not regarded as being outside the location of risk bearing with respect to present services. Damage by theft of bicycles stored at such areas is not covered by present rider.**
- 2.15.4. **In the event that a bicycle is damaged (broken) in a traffic accident, services of the Insurer can only be used if:**
- a) **the police report taken at the scene of the traffic accident is submitted to the Insurer by the Insured;**
 - b) **the bicycle was used by one of the Insured (General Terms and Conditions, I.3.2.)**
- Indemnity obligation of the Insurer also applies to traffic accidents caused by the Insured.
- 2.15.4.1. **The Insurer shall not indemnify for damage reimbursed by the general liability insurance of those involved in the traffic accident.**
- 2.15.5. **Sums of present rider and supplementary sums insured of the Sports Equipment rider cannot be aggregated.**
- 2.15.6. **Depreciation**
- 2.15.6.1. The Insurer shall not depreciate bicycles newer than 5 years old, which are used for regular transport (street, tour, or hobby purposes) and for competitions.
- 2.15.6.2. **In case of bicycles whose age exceeds 5 years, reimbursement shall occur at a depreciated value at the time of the damage, the average measure of which is calculated from the date of purchase in a new condition:**
- a) **in case of regular use, 7% per annum;**
 - b) **in case of professional use, 10% per annum,**
- regarding the value indicated on the receipt of purchase as a value of reference.
- 2.16. **Uninsurance of Caravans**
- The Insurer shall regard as insurance event and shall indemnify for damage caused by basic insurance events to a towed caravan owned by the Insured at a location of risk bearing indicated in the proposal and the policy, or a camp site⁵³ on the territory of the European Union, or during a travel thereto.
- Moreover, the Insurer shall reimburse the purchase value of properties classified as household movables appropriated by breaking into a caravan at a camp site located within the boundaries of the European Union (considering the limit amount specified under I.2. of Special Terms and Conditions), as well as repair costs of the damage caused by breaking into the caravan.
- 2.16.1. A caravan is insured if it is owned by the Insured as evidenced by the traffic license and if its registration number is indicated in the proposal at the time of contract conclusion.
- 2.16.1.1. **In the event that the insurance event occurs outside the location of risk bearing, at a camp site outside the territory of the European Union, risk bearing of the Insurer shall only apply if the caravan has a valid traffic license.**
- 2.16.1.2. **In the event that the insurance event occurs at the location of risk bearing, risk bearing of the Insurer shall only apply if the caravan has a valid traffic license or one that expired not more than 2 years before the date of the insurance event.**

⁵³. *Risk bearing of the Insurer extends exclusively to camp sites officially designated for camping.*

- 2.16.2. Claims settlement by the Insurer: for each event,
- a) the Insurer shall indemnify for damage caused by basic insurance events (IV1.) in caravans or break into caravans up to the value limit indicated in the proposal and the policy;
 - b) the Insurer shall indemnify for damage caused by the appropriation of properties classified as household movables up to the value limit indicated under I.2. of present conditions referred to as movables carried along.
- 2.16.3. **Risk bearing of the Insurer shall not extend to**
- a) **recreational vehicles;**
 - b) **caravans used for business purposes;**
 - c) **rented caravans;**
 - d) **caravans parked at camp sites for a period longer than 3 months;**
 - e) **damage resulting from dilapidation, irregular use, cleaning with improper tools or chemicals, neglecting maintenance or maintenance failures;**
 - f) **damage related to the movement of the caravan and its participation in traffic.**
- 2.16.4. **Conditions of services of the Insurer**
- a) **A condition of reimbursement of damage caused by breaking into caravans is an official report to the police or other authorities.**
 - b) **Reimbursement of costs is subject to receipts evidencing repairs or replacement of damaged parts.**
 - c) **In the event that the insurance event occurs at a camp site, an official statement of the camp site is required to certify the date when the caravan was parked therein.**
- 2.17. **Insurance of Tombstones (Vaults)**
- The Insurer regards as insurance events and shall indemnify for damage to tombstones and vaults which are in the possession, and under the management and care of, the Insured, which are justifiably maintained by the Insured, and which are identifiably indicated in the proposal or the policy:
- basic insurance events (under IV1. of Special Terms and Conditions); as well as
 - damage caused by theft, destruction of property, vandalism or caused by wild animals.
- 2.17.1. With respect to present conditions, a grave means a structure above ground and a crypt means a structure partially below ground, both of which were built at the past or future funeral area for a relative of the Insured with the knowledge of the manager or director of a cemetery, i.e. an enclosed area registered as a cemetery in Hungary.
- 2.17.2. **Reimbursement of damage caused by theft, destruction of property, and vandalism is subject to a police report being filed.**
- 2.17.3. Benefit by the Insurer: The Insurer shall indemnify for each insurance event for the damage of graves (crypts) up to the value limit indicated in the proposal and the policy.
- 2.17.4. **The Insurer shall not indemnify for damage**
- a) **to the decorative and funerary objects of tombstones (vaults) which are not fixed and can be moved using barely human force (such as vases, plates, tea light holders, wreaths, plastic flowers, benches, etc.)**
 - b) **to glass surfaces and glazing;**
 - c) **to plants (planted or freshly cut);**
 - d) **caused by neglecting the maintenance or the depreciation of graves (crypts);**
 - e) **caused by subsidence of soil;**
 - f) **caused by sinking;**
 - g) **due to dirt and wax;**
 - h) **originating from plant or animal contamination (such as moss or animal faeces);**
 - i) **caused by cleaning with improper tools or chemicals or in an improper way;**
 - j) **caused by funerary activities implemented by the management of the cemetery or subcontractors thereof;**
 - k) **caused by activities of tombstone engravers or funeral services and damage in relation to funerals.**
- 2.17.5. **The Insurer shall not undertake service obligation for compensation claims in relation to defamation.**
- 2.18. **Extra Service Package**
- In accordance with the present rider, the Insurer shall indemnify for
- a) costs of repairs or replacement of accessories and fittings listed below connected to the pipes of the insured building during a water damage

insurance event and damaged during the reconstruction process following water damage in spite of professional implementation:

- **taps and mixer taps;**
- **mechanic joints, fittings;**
- **radiators, heaters;**
- **water meters;**
- **sanitary products.**

Quality of the replacement items must be equivalent to that of the original ones.

The Insurer shall not indemnify for damage to boilers and heating or cooling devices if the water damage event resulted from the malfunction thereof.

- b) in case of pipe burst qualifying as a water damage insurance event (if tiles necessary for reconstruction following demolition in the insured building having a pattern or colour identical to that of the original tiles are no longer commercially available), costs of replacement of the entire tiled surface in the space where demolition occurred with tiles of quality and price range equivalent to that of the original ones.
- c) damage caused by freezing of pipes and fittings occurring in spite of the fact that Insured complied with damage prevention obligations (General terms and Conditions XII.1.3.2. e.) and consequently, damage caused to insured property by water flowing out of pipes. Indemnification for water damage due to freezing extends to unoccupied buildings if the additional premium of vacancy was paid. With respect to freezing, the Insurer shall indemnify for damage in properties detailed under 2.18. a).

The Insurer shall not indemnify for frost damage of boilers and heating or cooling devices within the framework of the present supplementary service.

- d) **costs of repairs** necessitated by deterioration or deformation of structures supporting damaged glass surfaces in the insured building in relation to building glass insurance events;
- e) **additional costs arising from production technologies** of windows and doors or building elements incorporating damaged glass structures of the insured building in relation to building glass insurance events;
- f) damage to the external paintwork of insured buildings and structures due to storms or heavy showers;
- g) damage of aesthetic nature caused by objects moved by hailstorms (IV.1.7.) and storms (IV.1.5.) to the permanent cover of buildings and structures, if damage does not affect the functionality or life expectancy thereof;
- h) **costs of repurchase in case of food spoilage in freezers** damaged by overvoltage, voltage fluctuations or other technical malfunction, in the event that such failure provenly occurred during an absence of the Insured exceeding 2 days.
- i) **damage caused to insured properties** at the location of risk bearing by a falling tree **owned by the Insured**, independent of any insurance event or the intention or will of the Insured;
- j) fire damage to insured electric wires, equipment, devices, and machines if fire did not spread to other objects.

The Insurer shall not indemnify for fire damage to properties exposed to fire, flames, and heat by design and purpose (e.g. chimneys, boilers) in the framework of present supplementary service either.

2.18.1. Benefit by the Insurer: The Insurer shall indemnify for each insurance event for Extra service package up to the value limit indicated in the proposal and the policy.

2.18.2. **The Insurer stipulates a waiting period of 15 days from the commencement of risk bearing of the policy for the Extra service package points a), b), c), d–e) and h). The Insurer shall not be liable for insurance events occurring within such waiting period.**

2.19. **Glass Coverage for Properties Associated with Professional and Trading Activities**

The event is regarded an insurance event and the Insurer shall indemnify for the damage by breaking and cracking of the tangible assets insured as pertaining to the insured business in respect of

- show cabinets;
- name boards and sign boards;
- mirror surfaces;
- furniture glazing;
- refrigerated counter top units, refrigerator doors.

Benefit by the Insurer: The Insurer shall indemnify for the damage specified above up to the value limit indicated in the proposal and the policy for each insurance event.

The Insurer shall not indemnify for the damage in respect of:

- a) **supplies of the business even if they are the properties listed above;**
- b) **the additional value arising from the antique nature of furniture glazing and mirrors; and**
- c) **furniture and frames incorporating the damaged glass or mirrors.**

3. Events of Indemnity Insurance without a supplementary premium

Insurance events specified below are covered by the Insurer without payment of additional premium, unless the proposal or policy rules otherwise.

3.1. Theft in Hospitals and Schools

In the event that the contract also insuring household movables was concluded for a permanently occupied real property and the contract includes risks of burglary in respect of household movables, the Insurer shall indemnify for theft damage to

- insured properties classified as household movables carried along with the Insured for a hospital stay of at least 2 days, as well as
- insured clothing and traditional school equipment (school bags, sports gear, pencil cases and stationery within, books, and notebooks) classified as household movables taken to school by the Insured conducting primary school studies.

3.1.1. Claims settlement by the Insurer: the Insurer shall indemnify for damage of theft in hospitals and schools up to 2% of the sum insured specified for the property group of household movables for each insurance event, in case of a contract without a specified sum insured (III.4.2.) up to HUF 1,700 per square metre based on the useful floor area of the insured building/flat, but up to a maximum of HUF 50,000.

3.1.2. **Settlement of damage claim caused by theft in hospitals is subject to a police report being filed.**

3.1.3. **Settlement of damage claim caused by theft in schools is a statement issued by the school principal stating that the incident of theft was reported and the appropriated property was not found in the school (they searched for it but in vain.)**

3.1.4. **The Insurer shall not indemnify for theft of**

- a) **movables classified as valuables;**
- b) **cash;**
- c) **IT and other electronic devices (such as laptops, tablets, etc.) and mobile phones in case of theft in schools.**

3.2. Damage to Frozen Foods

In the case of movables insured at minimum HUF 1,000,000, the Insurer shall cover for damage arising from damage to foods stored in insured freezers and chest freezers, in the event that it was caused by a previously unannounced, continuous power shortage of at least 8 hours.

3.2.1. Claims settlement by the Insurer: the Insurer shall indemnify for each insurance event up to 2% of the sum insured specified for the property group of household movables, in case of a contract without a specified sum insured (III.4.2.) up to HUF 1,700 per square metre based on the useful floor area of the insured building/flat, but up to a maximum of HUF 50,000.

3.2.2. Settlement of the claim is subject to a statement issued by the competent utility company certifying the presence and the duration of power shortage at the location of risk bearing.

3.2.3. **The Insurer shall not indemnify for damage resulting from the technical malfunction of the freezer or the malfunction of the electric wiring of the real property.⁵⁴**

3.3. Smoke and Soot Damage

The event is regarded an insurance event and the Insurer shall indemnify for the sudden and unexpected damage which is caused in the insured properties by smoke and soot without fire damage.

3.3.1. **The Insurer shall not indemnify for damage caused by smoke and soot to properties associated with professional or trading activities.**

3.3.2. **The Insurer shall not indemnify for the damage caused by:**

- a) **any kind of smoking;**
- b) **candles or other lighting device operated by flames;**
- c) **devices for evaporation, incense sticks;**
- d) **natural operating and functioning of heating installations (e.g. fireplace, boiler, tile stove, etc.);**
- e) **other fire lit by the Insured parties (grilling, burning tree leaves, etc);**
- f) **gradually accumulating contamination arising from the functional use of a building/flat.**

3.4. Leakage (through roofs, concrete gaps, doors, and windows)

In the event that the contract contains water insurance risks in relation to buildings and household movables, the event is regarded an insurance event and the Insurer shall indemnify for the damage which is caused by precipitation (rain or snow) or powdery snow blown in by the wind penetrating through

^{54.} *Insurable as a separate risk (IV.2.18.h.)*

- a) the roofing built with adequate workmanship and maintenance, from materials generally accepted as permanent cover in compliance with the construction standards;
- b) the insulation of concrete block gaps and joints of other structural elements; and
- c) the doors and windows closed or accidentally left open, and

for the damage such precipitation caused to insured building parts not used for business purposes, household movables, and valuables.

In the event that leakage of precipitation through the door or window of the building insured – left open before the insurance event – the Insurer shall indemnify for the damage in the properties insured up to the amount of 100,000 HUF

3.4.1. The Insurer stipulates a waiting period of 15 days from the commencement of risk bearing of the policy for leak events. The Insurer shall not be liable for insurance events occurring within such waiting period.

3.4.2. The Insurer shall not indemnify for leak damage caused to properties associated with professional and trading activities.

3.4.3. The Insurer shall not indemnify for leak damage in property groups in relation to which the contract does not contain water damage risk.

3.4.4. With respect to the present insurance event, the settlement of claims by the Insurer shall be subject to elimination of the cause triggering the occurrence (repairs and reconstruction of the roofing, concrete block cavities, doors and windows) and presentation of documentary evidence thereof to the Insurer.

3.4.5. With respect to present insurance event, services can be used once per space unit within one insurance year.

3.4.6. The Insured must certify the latest date of maintenance and the state and condition of roof structure and wall insulation compliant with architectural and technical regulations.

3.4.7. With respect to the present insurance event the Insurer shall not indemnify for the costs of rectifying the cause triggering the leak (roof repairs, maintenance, insulation of concrete block cavities, repair or replacement of doors and windows).

3.5. Damage of Household Movables in Traffic Accidents

In the event that the contract insuring household movables was concluded for a real property permanently occupied, it is regarded as an insurance event and the Insurer shall indemnify for damage to household movables which occurred within the territory of the European Union in a traffic accident of the Insured even if it was caused by the Insured.

3.5.1. Benefit by the Insurer: The Insurer shall indemnify for the damage specified based on I.2. of present conditions up to the value limit indicated in the proposal and the policy for each insurance event.

3.5.2. The Insurer shall not indemnify for any damage reimbursed by motor hull insurance (Casco) or compulsory motor vehicle liability insurance of the participants of traffic accidents.

3.5.3. Claims settlement of the Insurer is subject to presenting the police report taken at the scene of the traffic accident.

3.6. Preliminary Coverage

In the event that present contract is concluded with delayed risk bearing, the Insurer shall undertake, according to the conditions of present contract, to indemnify for damage, occurring between zero hour of the day following contract conclusion and the commencement of risk bearing, which is caused by insurance events specified in the indemnity insurance and the riders thereof and which are not covered by home insurance concluded by the Insured or the Policyholder at another Insurer for the same location of risk bearing due to either the absence of risk or the depletion of sums insured.

3.6.1. **Preliminary coverage shall not provide service for riders, which have been outsourced by the Insurer to an external service partner (Travel Insurance, Extended Guarantee Service and Mobile Device Insurance, Household Doctor Assistance, Motor Assistance, Aegon Telephone Doctor, CT and MR examinations).**

3.6.2. If conditions of indemnity insurance and its riders stipulate a waiting period for an insurance event under present contract (Special Terms and Conditions of Indemnity Insurance IV.1.8.1., 1.9.1., 1.11.1., 1.12.1., 1.17.1., 2.2.1., 2.3.2., 2.4.2., 2.10.2., 2.18.2., 3.4.1., general terms of Life and Healthcare Insurance Riders I.2.1., and Pet Insurance III.1.–3.), the Insurer shall not provide services during the period of that waiting time in the framework of Preliminary Coverage either.

In the event that the waiting time specified for the risk expires prior to the commencement of risk bearing under present contract, the Insurer shall provide services in line with the Preliminary Coverage for the period between the expiry date of waiting time and the commencement of risk bearing.

3.6.3. Claims settlement of the Insurer are available up to the value of damage for each insurance event, but up to the limit of the sum insured specified for the given insurance event.

In the event that another Insurer provides service for an insurance event, but damage of the Insured is only partially reimbursed due to the limit of the sum insured, the extent of **service available for the given risk in present contract cannot exceed the difference between the sum insured specified in present contract and that provided by the other Insurer.**

3.6.4. **Conditions of services:**

- a) **The Policyholder must have a valid home insurance contract with clean payment record at another Insurer at the time when the insurance event occurs.**
- b) **The Policyholder or the Insured must report the insurance event to the other Insurer within two working days after being informed of it, even if risk bearing of that Insurer does not extend to such event.**
- c) **The Policyholder or the Insured reports the insurance event to Aegon Insurer within two working days after being informed of it.**

3.6.5. Documents necessary for using services:

- a) a valid policy or index letter at the other Insurer stating that at the time of the insurance event the contract has a clean payment record;
- b) certification of the date of claim report at the other Insurer;
- c) a statement certifying the other Insurer's refusal of given insurance event or the service provision thereof;
- d) in the event that the other Insurer includes coverage for the damage, but the Insured has further claims based on present contract, the documents relating to damage and claim settlement (damage calculation, damage report), and the invoices evidencing repairs or replacement;
- e) documents listed under the conditions of present contract for the process of claim settlement for the given insurance event.

3.7. **Insurance for the Period of Construction, Reconstruction, and Extension**

In case of buildings, building parts and structures under construction, reconstruction or in the process of extension, the Insurer shall provide coverage for construction and erection, pursuant to which – while the insurance policy terms and conditions continue in effect – the policy shall cover the structurally completed state of buildings, building parts, and structures, including their components and accessories already built in and those not built in yet, as well as building fixtures in relation to insurance events covered within the building property group.

3.7.1. **Exclusions**

The Insurer is not obligated to indemnify for the following while the General Terms and Conditions continue to apply:

- a) any consequential loss, including losses related to penalty, delay, non-performance or contract termination;
- b) losses due to faulty design;
- c) costs of replacement, repair and handover of faulty materials or faulty implementation;
- d) deterioration, spoilage, corrosion, oxidation, and depreciation due to discontinued use under normal weather conditions;
- e) damage caused by weather conditions not included in basic insurance events and supplementary risks;
- f) leakage damage in connection with the construction process;
- g) theft damage which do not qualify as burglary;
- h) damage to building glazing.

3.7.1.1. Within the framework of present contract, consequential loss signifies all damage to insured property, which was not directly caused by the harmful effect of a basic insurance event but any effects, impacts, faults, and malfunctions occurring as a consequence thereof (e.g. as a consequence damage to the electric grid by stormy wind, supply overvoltage damages electric devices on the insured real property.)

V. **THE SERVICE OF THE INSURER**

1. **Parties entitled to the Insurance Benefit**

Insured parties specified under I.3 of General Terms and Conditions are entitled to receive the insurance benefit. Should it be stipulated by a special clause in the contract, the mortgagee shall be entitled to the benefit up to the amount specified.

2. **Basic principles of specifying the sum of indemnity**

2.1. The maximum amount of the insurance benefit per insurance event is the sum insured or services applicable for the particular property group or insurance event specified in the policy, in consideration of chapter VIII. of General Terms and Conditions and chapter III. of the present terms and conditions.

2.2. Any omission to report increments and value changes exceeding the rate of indexation may result in underinsurance, which shall entail proportional (pro-rata) benefit payments (unless the contract was concluded in or over the value proposed for the given property group).

2.3. **Services of the Insurer extend to damage to insured property as specified by regulations of indemnity insurance and shall not reimburse for compensation, even within the limits of the sum insured, if personal rights of the Insured are or were violated in relation to the insurance event.**

2.4. Buildings, Structures

- 2.4.1. In case of the insurance of the building property group, if an insurance event included in the contract shall damage a building, ancillary building, or other structure insured at the address of risk bearing indicated in the contract or policy, the Insurer is obligated to reimburse the costs of reconstruction at the location of risk bearing taking the prices valid at the time of the insurance event as reference. The maximum amount of claims settlement by the Insurer is the reconstruction value of property calculated at a price in effect at the date of the insurance event. In case of partial damage, it means the costs of repair or replacement without depreciation; in case of entire reconstruction, it equals the value of reconstruction, up to the amount of the sum insured specified for the property or service obligation (the smaller amount at all times.)
- 2.4.2. **Risk bearing of the Insurer and its obligation to act shall not extend to damage, claims, and additional costs arising from the fact that the insured building may not be reconstructed by using the original technology and material, as building regulations and standards in effect at the time of the insurance event have changed to the extent that the building can only be reconstructed at an increased value.**
- 2.4.3. **Claims settlement of the Insurer shall not extend to damage or additional costs arising from commercial unavailability**, except for relevant cases for building insurance of the Extra service package (Special Terms and Conditions of Indemnity insurance, IV.2.18.).
- 2.4.4. The Insurer shall indemnify for the reconstruction of the entire surface of the internal space, if
- its ceiling and one of its side walls of identical structure; or
 - two of its side walls with homogeneous painting, colour-washing or wallpapering are damaged.
- 2.4.5. In the event of damage to rented buildings/structures, the Insurer shall pay the indemnity, based on the policy concluded by the tenant, to the party (the tenant or the owner) specified by the tenant or owner/landlord in a written statement.
- 2.4.6. In case of conditional occurrences affecting property groups covered by additional value insurance (General Terms and Conditions, VII.7.7.), the primary party to bear losses shall always be the condominium or housing co-operative insurance. The benefit of the Insurer specified in present contract shall only be available in addition to condominium or housing co-operative insurance, if the Insured has benefited from and depleted the sums insured as specified in the collectively concluded condominium or housing co-operative insurance policies and they do not provide coverage for the entire loss or damage in view of the prohibition of making profit on losses.
- 2.4.7. In the case of condominiums and building co-operatives, if the owners conclude an independent insurance for individually owned flats, the Insurer shall indemnify for damage occurring to the shared parts of the building according to the ownership share, in the case of building cooperatives, according to the proportion of the apartments insured with the Insurer and the number of the apartments in the damaged building.

2.5. Movable

- 2.5.1. The Insurer shall indemnify for costs of the reconstruction of the damage caused by an insurance event to the insured movables through domestic repairs as of the date of the damage or the repurchase thereof up to the limit of the sum insured, but neither of these amounts may exceed the new value of the properties as of the date of the damage.
- 2.5.2. The basis for establishing the new value of the damaged properties:
- a) the average purchase price if the product is available on the domestic market at the time of the damage or loss,
 - b) if the product is not available on the domestic market, it is the average purchase price of a product most similar to it in its features, in consideration of possible inflation modifying the value thereof.
- 2.5.3. **In the case of rented, leased, borrowed movables or those otherwise in the possession of the Insured, as well as in case of movables in foreign ownership (II.2.1.3.g), indemnification occurs at the depreciation value as at the time of the damage or loss, up to the liability of the Insured.**
- 2.5.4. In case of valuables, the Insurer shall reimburse the sale value at the date of the damage in reality or estimated by a forensic expert.
- 2.5.5. **The following shall always be subtracted from the benefit amount:**
- a) **the value of usable residues;**
 - b) **any amount reimbursed as a tax refund or otherwise;**
 - c) **any financial advantage of the injured party resulting from causing damage, unless it is justified in view of the circumstances of the event.**
- 2.5.6. **The coverage shall not include:**
- a) **fancy value;**
 - b) **material damage resulting from the truncation, or incompleteness of collections, sets, suites, sorts by reason of the damage occurring to individual pieces thereof;**
 - c) **losses and additional costs resulting commercial unavailability;**
 - d) **loss of profit.**

- 2.6. In the case of a burglary insurance event, the Insurer shall only indemnify for the damage up to the limit of the sum insured applicable to the protection level existing and operating at the time of the insurance event. The limits of indemnity applicable to the particular protection levels are indicated in the General Measures of Protection Against Burglary constituting a part of the insurance contract.
- 2.7. In case of a robbery insurance event, if the robbery occurs:
- a) at the location of risk bearing, the Insurer shall indemnify for damage up to the limit of the sum insured specified for the property group for risks of burglary;
 - b) outside the insured location, but within the territory of the European Union, the Insurer shall indemnify for the damage up to 5% of the sum insured specified for Household Movables; in case of a contract without a sum insured (III.4.2.) an amount of HUF 4,000 per square metre based on the useful floor area of the insured building or flat, but up to the actual amount of the loss as a maximum.
- 2.8. **In the event that the insurance is concluded for a building not permanently occupied or the building, occupied at the time of contracting, subsequently becomes unoccupied and the Policyholder does not report this to the Insurer within 15 days as it is prescribed by the rules on reporting changes, the Insurer shall be entitled, in the absence of the additional premium for vacancy, to provide all services in a proportion equal to that of the premium paid and the additional premium for vacancy.**
- 2.9. Other conditions for using services are specified under XII.1 of the General Terms and Conditions.
- 2.10. In each case the Insurer pays the indemnity in Hungarian forints; in case of damage to cash, foreign currency losses shall also be reimbursed by the Insurer in Hungarian forints calculated at the medium rate of the NBH as at the time of loss.

3. **Special Regulations of Service**

Establishment of the indemnification amount in the event of loss is based on

- a) an estimation mutually accepted by the Insured and the Insurer;
- b) invoices raised by professional contractors upon decision of the parties.

In the event that claim settlement is based on invoices of contractors, the Insurer is entitled to receiving a prior offer. Having accepted the offer, the Insurer shall provide reimbursement for a higher amount than that estimated in the offer based on a detailed invoice of the implementation.

Aegon OKÉ Home Insurance

General Measures of Protection against Burglary

In consideration of the protection levels existing at the time of the loss event, in the case of damage consequent upon burglary the Insurer shall bear the risk up to the following value limits. In the case of the burglary insurance danger upon the occurrence of an insurance event the maximum limit of the Insurer's indemnity is the sum – as indicated in the table herein – applicable to the actual protection level existing at the time of the loss and damage (a maximum of the sum insured) provided that the safety devices installed were operative according to their purposes at the time of the loss and damage.

I. IN THE CASE OF PERMANENTLY RESIDED BUILDINGS

- a) As regards movables and building accessories, the condition of indemnification is the existence of minimal mechanical protection, the upper limit of indemnification is the sum insured.
- b) **As regards valuables**, the upper limit is dependent upon the mechanical and electronic protection as per the table below:

| Protection level | With an electronic alarm system | Without an electronic alarm system |
|--------------------------------------|---------------------------------|------------------------------------|
| Enhanced mechanical protection | HUF 13,400,000 | HUF 2,345,000 |
| Minimum mechanical protection | HUF 2,630,000 | HUF 500,000 |

- c) **Jewellery and watches made by using precious metals, precious stones, or genuine pearls or watches** made of other materials exceeding the individual value of 300,000 HUF are recommended to be kept in a safe qualified by MABISZ if they exceed the aggregate value limit of 1,000,000 HUF.

In the event that such valuables

- are not stored in a safe, the upper limit of risk bearing shall be maximum HUF 1,000,000 within the value limit corresponding to the level of protection;
- are stored in a safe, the upper limit of risk bearing – within the value limit corresponding to the level of protection (in excess of HUF 1,000,000) – shall be the value **according to the MABISZ qualifications of the safe**,

but as a maximum the sum insured for the property group concerned.

- d) **Cash, currency, depositor's books, securities** insured over the value limit of 1,000,000 HUF must be kept in a container for valuables (strong-box, wall safe, furniture safe). In the event of burglary, robbery and sneak-theft (provided that such risks are included in the policy), **damage over 100,000 HUF shall be paid by the Insurer up to the limit according to the MABISZ classification of the container for valuables within the sum insured.**
- e) In case of permanently resided buildings, if the electronic alarm system is connected to a remote surveillance system center licensed by the competent special authority which operates a dispatcher center 24 hours a day as well as a house call service, and guarantees arrival within 15 minutes after an alarm in the contract, service by the Insurer shall be double the amounts indicated in the table for the property groups of household movables and valuables in case of damage by burglary. In the event that the house call service arrives at the location in a period exceeding 15 minutes following the alarm, the amounts included in the table can be taken into consideration.
- f) In the event of **additional value insurance**, the limits per occurrence specified shall be interpreted by the aggregation of two policies. The limits specified for the property groups refer to the aggregate of the sums insured indicated in the proposal table of this contract and calculated for the Insured in the condominium/co-operative policy collectively concluded. Accordingly, the benefit paid on the basis of the condominium/co-operative policy must always be subtracted from the amount of benefit to be paid on the basis of this present policy.

II. IN THE CASE OF NOT PERMANENTLY RESIDED BUILDINGS

- a) As regards movables and building accessories, the upper limit is dependent upon the mechanical and electronic protection as per the table below:

| Protection level | With an electronic alarm system | Without an electronic alarm system |
|--------------------------------------|---------------------------------|------------------------------------|
| Enhanced mechanical protection | HUF 12,500,000 | HUF 5,700,000 |
| Minimum mechanical protection | HUF 5,700,000 | HUF 1,600,000 |

- b) Valuables cannot be covered in the case of not permanently resided buildings.
- c) In case of buildings not permanently occupied or exclusively serving for earning activities, the electronic alarm system can only be taken into consideration if it is connected to a remote surveillance system center licensed by the competent special authority which operates a dispatcher center 24 hours a day as well as a house call service, and guarantees arrival within 15 minutes after an alarm in the contract. In the event that the house call service arrives at the location in a period exceeding 15 minutes following the alarm, the Insurer shall not take the electronic alarm system into account.

III. IN THE CASE OF ITEMS FOR BUSINESS ACTIVITY

- a) As regards movables and building accessories, the upper limit is dependent upon the mechanical and electronical protection as per the table below:

| Protection level | With an electronic alarm system | Without an electronic alarm system |
|--------------------------------------|---------------------------------|---|
| Enhanced mechanical protection | HUF 36,000,000 | HUF 10,000,000 |
| Minimum mechanical protection | HUF 5,200,000 | HUF 1,900,000 but maximum up to 20% of the sum insured |

- b) Only those alarm systems can be taken into consideration, which are in line with section I. e). If it is not connected to a remote surveillance system or if the house call service arrives at the location in a period exceeding 15 minutes following the alarm, the Insurer shall not take the electronic alarm system into account.

IV. REQUIREMENTS OF MINIMUM AND ENHANCED MECHANICAL PROTECTION

| | Minimum mechanical protection | Enhanced mechanical protection |
|---|--|--|
| Walling, slab, flooring | | |
| Material, thickness | 6 cm compact or 10 cm porous brick, or 6–10cm sandwich structure, or manufactured timber house | Minimum 30 cm thick porous (heat insulating) brick, or 6 cm thick reinforced concrete |
| Doors | | |
| Material of door casing | Discretionary | Hardwood or metal |
| Fixing of door casing | Discretionary | At least 10 cm deep at every 30 cm, by circular steel of at least |
| | | 10 mm diameter |
| Material of door slab | Discretionary (but compact – net not acceptable) | Compact sandwich structure with metal reinforcement (100x300mm grid of at least 12 mm diameter, 8 mm thick steel plate), or hardwood |
| Thickness of door slab | Discretionary | Minimum 40 mm in case of a wooden door |
| Fixing of door slab | Discretionary hinge | 3 loose-butt hinges |
| Lock | Security lock or security padlock and padlock hinge or remote control structure (garage doors) | Security lock |
| Number of locking points | Min. 1 | Min. 4 |
| Distance of locking points | | 300 mm |
| Latching depth of lock blades | 10 mm | 18 mm |
| Locking accuracy | Discretionary | Within 3 mm |
| Anti-breakage protection of lock inlet | Recommended but not required | Required |
| Lock inlet protected against drilling | | Required |
| Lock inlet protection against drilling | | 150 x 300 mm steel plate, 1mm thick |
| Counter plate admitting the lock | Discretionary | Fixed to wall structure at min. 2 points |
| Protection against pulling bolting in case of a two-wing door | Required | Required |
| Protection against lifting | | Required |
| Windows | | |
| Protection of windows with a bottom edge lower than 3m | Not required | Security window (locking at several points, min. A3 glazing), or a discretionary window and a 12mm railing of 100x300 mm partitions, fixed to the walling at min. 4 points and 10 cm deep in every 30 cm |

The following are qualified as safety locks, provided that the number of variations exceeds 10,000:

- minimum 5-pegged cylinder locks;
- minimum 6-rotor magnetic locks;
- two-web key lock;
- special certified lamellar lock;
- number or letter combination lock.

Requirements for the electronic alarm system:

Full-scale area protection, or full-scale surface protection, or at least trap-like area protection must be in place.

Devices qualified as included in at least partial electronic alarm systems according to the MABISZ qualification can be applied:

- the central unit of the burglar alarm must constitute a single unit with the power supply and must be placed within the protected area;
- the system must be protected against sabotage;
- the central unit or operator must indicate the on/off state separately on protection circuits and the sabotage line;
- the cover of the central unit must be protected against sabotage and impossible to be opened by the operator, either, and must be made of 1.2 mm thick mild steel, or of a material the solidity of which is equal thereto; it should send an alarm through the signalling line when disunited;
- the system must indicate any failure or error of any of the units on the operating panel, while the other units must remain in operation;
- in activated mode, the control unit must supervise all signalling lines, signalling circuits, switch units, and following a signal must give an alarm signal within one second;
- interruption in the signalling circuit must be indicated by the system;
- the system must have two sources of power with no interference and must be independent of each other, from the mains and from secondary batteries;
- the automatic recharging of the batteries must be attended to;
- in case of a power-cut in the main supply, the batteries must provide 48 hours of operation of the device automatically and without interruption. After the end of the 48-hour period it must enable at least one cycle of alarming (in case it is unsupervised);
- the wires installed outdoors or outside the protected area must run inside walls or in protective tubes;
- the opening-sensors must only be installed concealed or sunken;
- the system must be operated by a code-switch; the personal code must have a minimum of 4 digits;
- in the case of a 4-digit code, the operating panel must be located in the protected area, and a maximum of 30 seconds must be available for the operation;
- in case of a 6-digit code, the operating panel may be placed outside of the protected area, but it must be installed in a box which is mechanically protected, which can only be opened with a key;
- the alarm must be signalled by a sound-and-light signal apparatus which has a minimum of one separate battery and by another sound signal apparatus which is not operated by batteries;
- the outdoor sound signal must cease automatically in 1–3 minutes after the cessation of the cause, or must be manually releasable exclusively by a competent operator or mechanic. The system must automatically get activated after the alarm;
- outdoor signalling units must be installed at such a distance from surfaces suitable for traffic, objects, structures, building structures, and passages so that they can only be accessed by using an aid;
- the double cover of the outdoor sound signalling unit must be protected against sabotage, must be made of a minimum of 1.2 mm thick mild steel (or from a material of equal solidity in terms of mechanical protection), its sound volume must exceed 100 dB/m, and the alarm must activate with alternate, two-sound signals;
- the optical signal must be yellow, must flash and have a luminosity of at least 200 lx.

Aegon OKÉ Home Insurance

Special Terms and Conditions of the General Liability Rider

Subject to the present terms and conditions and in consideration of the payment of the premium, Aegon Magyarország Általános Biztosító Zrt. (hereinafter: Insurer) shall contract for an obligation to exempt the Insured from compensating damages he/she has caused within the territory of the European Union in the quality as specified herein, up to the extent stipulated in the policy, provided that pursuant to the regulations of the Hungarian Civil Law he – as the damaging party – is legally liable for indemnification.

The present liability insurance rider is only jointly valid with the General Terms and Conditions of Aegon OKÉ Home Insurance and the Special Terms and Conditions of Indemnity Insurance. As regards issues not regulated herein, such issues shall be governed by the stipulations of Act V of 2013, the Hungarian Civil Code.

I. THE INSURED PARTIES

The Insured parties of the present insurance rider may be the Insured parties specified in Clause 1.2 of the Special Conditions of the Indemnity insurance.

II. INSURANCE EVENTS

1. Subject to the present terms and conditions, an event is regarded an insurance event and the Insurer shall indemnify for the damage resulting in bodily injury, including claims established lawfully as compensation for injuries, and the tort caused and occurring to objects exclusively within the territory of EU Member States by the Insured acting

- a) as an owner, lessee, user of the building, apartment, auxiliary building, structure and land indicated on the policy, or the commissioner of the building or renovation thereof;
- b) as a user of bottled gas, or gas canisters for household purposes of cooking and heating according to the rules;
- c) as a caretaker of persons without discretion, or with limited discretion;
- d) as a pedestrian causing a road accident;
- e) as a user of a bicycle, a vehicle for disabled persons, or a transport facility operated manually;
- f) in the capacity of pursuing sporting activities or hobbies but not within an organized framework;
- g) as a keeper of domestic animals;

and in such quality, he caused and reported the damage within the scope of this contract provided that pursuant to the regulations of the Hungarian Civil Law he – as the damaging party – is legally liable for indemnification. Damage to vehicles caused in the quality of a domestic animal keeper shall only be indemnified if a direct physical contact was established between the animal and the vehicle (biting, kicking, collision, etc.), and the loss or damage occurred in a direct or necessary and causal relationship therewith, except for consequential losses not in a reasonable and integral conjunction with the insurance event and are remote in time as well.

1.1. **Subject to the present terms and conditions, the event is not regarded an insurance event and the Insurer shall not indemnify for the damage caused:**

- a) by the Insured parties as users or operators of motor vehicles,
- b) by the Insured parties using a sea or air vehicle or machine-driven sports equipment;
- c) by the Insured parties using a vehicle for disabled persons under the scope of a compulsory motor third-party liability insurance;
- d) by the Insured parties polluting the environment¹;
- e) by the Insured parties in the course of work using animal power, or in the consequence thereof;
- f) by the animals of the Insured in plant growing.

Vehicle (as defined by the Traffic Code) means a public road transport or trailer vehicle, including self-propelled or towed power machines.

However, wheelchairs pushed or propelled by human force and engine-powered wheelchairs serving for the transport of disabled persons – if they are unable to run faster than 10 km/h on a plane road by its own power – and perambulators and wheel-barrows shall not be deemed as vehicles. People commuting by using such devices shall be deemed as pedestrians.

The Insurer shall not indemnify for loss or damage to objects incurred in property items which, at the time of the insurance event, were used by or were in the custody of the Insured for any reason, regardless of the fact whether such loss or damage occurred in conjunction with an insurance event.

¹ Environmental pollution: as set out in Act LIII of 1995 on the general rules of environment protection.

Furthermore, no indemnity shall be provided on the basis of this liability insurance contract for non-pecuniary claims related to the destruction of objects by reason of an insurance event, nor for any depreciation sustained after the repair/reinstatement of the property damaged.

2. **Subject to the present terms and conditions, the Insurer shall be exempt from indemnifying for the damage caused:**
 - a) **by the Policyholder or the Insured intentionally;**
 - b) **by the Insured parties to each other or to their relatives.**

III. REPORTING AN INSURANCE EVENT

Being aware of the legal consequences in the event of breaching the reporting obligation the Insured must report the insurance event to the Insurer in writing within 30 days if a claim for compensation is disclosed to him/her in the quality as specified herein (Clause II.1) or he/she obtains information which might give grounds to such a claim and it must be made possible for the Insurer to investigate the circumstances related to such claim.

IV. CLAIMS SETTLEMENT BY THE INSURER

1. Pursuant to the Liability Insurance the Insured may require that the Insurer exempts him/her from indemnifying damages or paying compensation for grievance in the manner and up to the amount as stipulated in the policy, which he/she would otherwise be liable pursuant to the law. The Insurer shall indemnify for the damage for each insurance event up to the maximum limit specified in the policy.
2. The Insurer shall pay the indemnity to the claimant; however, the claimant may not submit a direct claim against the Insurer unless the law stipulates otherwise. The Insured may request direct payment from the Insurer only if the Insured already settled the claim with the damaged party.
3. This insurance policy shall cover the procedural costs provided that such costs occur pursuant to the Insurer's instructions or preliminary approval within the limit of the sum assured. The Insurer shall pay the costs in advance upon the Insured's request.
With regard to claims reported pursuant to this policy the Insurer shall not indemnify for the costs arising in relation to the legal representation of the Insured causing damages and the interests if they exceed the sum assured together with the amount of indemnification.
4. Should the Insured, on obviously unfounded grounds, dispute his liability for the claims against him or the amount of the claim, the Insurer shall pay the benefit to the Claimant. **Any additional charges in respect of the unfounded denial shall debit the Insured; and the Insured shall be obliged to reimburse the Insurer if such additional charges were paid by the Insurer.**
5. This liability insurance shall cover the territory of EU Member States, however, the fact and the amount of the liability for damages shall be established in accordance with the provisions of Hungarian law.
6. If the parties suffering the injury or damage become entitled to annuities consequent upon the insurance event, the capital value of the annuity shall also be included in the amount of the payments effected by the Insurer up to the limits specified for each insurance event.
The capital value of the annuity payments (capitalisation) expected is established in consideration of the expected mortality of the annuity payee, the current annuity amount, and the requirements on the technical interest rate.
7. In the event that the Insured's domestic animal damages a motor vehicle by collision, the veterinary's certificate shall be required for submitting the claim for benefit, stating that such domestic animal was injured or perished as a result of such collision.
8. The Insurer shall indemnify for the liability damage – chargeable to the owners – caused by the Insured as a co-owner in proportion to the Insured's share of ownership.
The Insurer shall indemnify for the liability damage chargeable to the tenants of a housing co-operative in proportion to the total number of the apartments thereof and those insured with the Insurer.
If the damage caused in the quality of co-owners is indemnified for based upon the individual liability insurance of the residents and the claimant is a co-owner or tenant himself or a relative thereof, the Insurer shall not take his insurance into consideration when establishing the saturation.

IV. MISCELLANEOUS PROVISIONS

1. **Acceptance and fulfilment of the claim for damages by the Insured and any agreement in respect of such claim between the Insured and the claimant will only be binding upon the Insurer if the Insurer approved the same preliminarily or acknowledged it subsequently.**
2. The Insurer may not assert that the acceptance and fulfilment of the claim for damages by the Insured and any agreement in respect of such claim between the Insured and the claimant is not binding upon the Insurer if the claim is obviously founded.

3. Court rulings against the Insured shall only be binding upon the Insurer if the Insurer participated in the trial and provided legal defence for the Insured or waived its right thereto.
4. **The Insurer shall not be exempt from its obligation to indemnify the claimant by reason of the wilful or grossly negligent behaviour of the Insured. However, the Insurer may demand a refund of the indemnity from the Insured as specified in the Policy should the Insured or a representative thereof, or a relative cohabiting therewith in the same household have caused the damage wilfully or in gross negligence, unless the Insured proves that such conduct to cause damage was not unlawful.**

Aegon OKÉ Home Insurance

Special Terms and Conditions of the Supplementary Extended Accident Rider

Subject to the present terms and conditions and in consideration of the payment of the premium, Aegon Magyarország Általános Biztosító Zrt. (hereinafter: Insurer) shall contract for an obligation to provide accident insurance for the Insured parties.

The present rider is only valid jointly with the General Terms and Conditions of OKÉ Home Insurance.

I. THE INSURED AND THE BENEFICIARY

1. Pursuant to the present Terms and Conditions, the **Insured** shall be the natural persons specified in section I.3.1. a) and 2. b–c) and e).
2. Subject to present terms and conditions the **Beneficiary** of all insurance settlement due in the life of the Insured is the Insured himself. Upon the death of the Insured the heir(s) thereof shall be entitled to the accident-related benefits.

II. INSURANCE EVENTS

1. Accidental Death

An accident suffered by the Insured **resulting in death** in Hungary or outside the borders of the country, where death of the Insured occurs during the risk bearing of the Insurer, within one year following the occurrence of the accident. The date of the insurance event is the day of the accident.

2. Accident-related Permanent Injury to Health (Disability)

An **accident** suffered by the Insured during the policy term in Hungary or outside the borders of the country and **resulting in a permanent injury to health (permanent disability)** within 2 years of the date of such accident. The date of insurance event is the day of the accident.

Upon 4 years after the date of the accident, the Insurer shall have no obligations to provide settlement, not even by reason of deterioration of state of health related to the accident.

3. Accident-related Fractures and Fissures

An accident suffered by the Insured during the policy term in Hungary or outside the borders of the country and resulting in a fracture or fissure.

The date of insurance event is the day of the accident.

4. Accident-related Surgery Benefit

A surgery medically required to be performed on the Insured consequent upon the Insured's accident during the policy term within 2 years following the occurrence of the accident, completed during the period of risk bearing of this rider by an authorized medical specialist at a healthcare service provider within the territory of the European Union, such surgery being included in the detailed surgery list compiled by the medical specialist of the Insurer. The date of insurance event is the day of the accident.

Such detailed surgery list can be viewed at the customer service offices and the homepage of the Insurer (www.aegon.hu).

A surgery performed after the period of risk bearing by the Insurer shall not be considered as an insurance event, even if it was necessitated by an accident during such period of risk bearing.

5. Accident-related Burn Injuries

An accident of the Insured during the policy term, as a consequence of which the Insured suffers burn injuries, including burn injuries caused by corrosive substances but excluding burns resulting from radiating heat or sunburn. The date of insurance event is the day of the accident.

III. EXPLANATORY PROVISIONS

1. Definition of Accident

- 1.1. Pursuant to these terms and conditions an **accident** shall mean a sudden and single external impact independent from the Insured's will occurring during the policy duration, as a consequence of which the Insured suffers a passing injury or burn or dies within one year of the accident while the policy is still in force, or suffers a permanent health impairment within two years. Passing injury shall mean accident-related fracture, fissure, and burn.

- 1.2. **Under the terms of the present insurance strains caused by lifting, sprains, occupational diseases (harm), together with sunstroke, heat apoplexy, hypothermia, and frost-bite shall not be considered as an insurance event. Suicide, self-mutilation, or an attempt thereof shall not be considered an insurance event even if committed under conditions of psychotic disturbance in non-compos mentis of the Insured.**

2. Definition of Surgery

For the purposes of applying these insurance terms and conditions, surgery is a surgical procedure for therapeutic rather than diagnostic purposes, performed by a medical specialist in a hospital or at a healthcare service provider licensed to provide one-day care, in accordance with the current rules of the medical profession.

3. Definition of Hospital

For the purposes of applying these insurance terms and conditions, a hospital shall be a healthcare institution licensed according to the legal regulations prevailing at the official seat of the hospital and approved by the competent authority of any of the Hungarian or EU Member States, and registered as such, which

- is under continuous medical supervision and control;
- performs its duties in a continuous working order, by involving skilled nursing staff.

IV. CLAIMS SETTLEMENT BY THE INSURER

1. Accidental Death Insurance Benefit

The Insurer shall pay the accidental death benefit effective at the time of the accident. (Appendix I.1.).

2. Insurance for Accident-related Permanent Injury to Health (Disability)

- a) Should the accident-related disability be **permanent and complete** (100%), the Insurer shall pay the No. I accidental disability benefit effective at the time of the accident (Appendix I.2. a.).
- b) Should the accident-related disability be **permanent and partial** where its degree **reaches or exceeds 10%**, or should the degree not reach 10%, but cause **dismemberment, paralysis, or complete rigidity**, the Insurer shall pay a part of the No. I accidental disability benefit effective at the time of the accident proportional to the degree of the disability. (Appendix I.2. b.).
- c) Should the accident-related disability be **permanent and partial** where the degree of the disability is **between 1 and 9%**, and should it **not cause dismemberment, paralysis, or complete rigidity**, the Insurer shall pay the No. II accidental disability benefit effective at the time of the accident (Appendix I.3.).

2.1. The degree of permanent injury to health in respect of loss of limbs and organs listed in the table of the present clause shall be determined on the basis of the medical certificate. As regards cases not listed herein, the degree of the accident-related permanent injury to health shall be determined by the medical expert of the Insurer within 2 years at the latest subsequent to the accident.

The determination of the degree of the accident-related injury to health by the Insurer is independent upon determinations made by other panels of medical experts and professionals of the Insured.

| Injury to Parts of Body | Degree of Injury to Health |
|---|----------------------------|
| Total loss of sight in both eyes | 100% |
| Loss of both upper arms | 100% |
| Loss of lower arms or both hands | 80% |
| Loss of one arm or hand and one thigh or lower leg (i.e. simultaneous dismemberment of upper limb and lower limb) | 85% |
| Loss of both thighs | 80% |
| Loss of both lower legs | 70% |
| Loss of both feet | 50% |
| Loss of one thigh | 60% |
| Loss of one upper arm | 70% |
| Loss of one lower leg | 40% |
| Loss of one lower arm | 60% |
| Total loss of speech | 50% |
| Total loss of hearing in both ears | 70% |
| Loss of hand (below wrist) | 50% |
| Total loss of one foot (below ankle) | 20% |
| Total loss of sight in one eye | 30% |
| Total loss of hearing in one ear | 20% |
| Total loss of thumb | 22% |
| Total loss of index finger | 10% |

| Injury to Parts of Body | Degree of Injury to Health |
|--------------------------------|-----------------------------------|
| Total loss off big toe | 5% |
| Total loss of any other finger | 5% |
| Total loss of any other toe | 2% |

2.2. **With respect to the present insurance event, any parts of the body or any organ already permanently injured or incomplete consequent upon any reason prior to the conclusion of the contract shall be excluded from the coverage.**

2.3. With respect to the accident-related disability benefits the last payment expressed in percentage may be as much that the aggregate percentage of the settlement paid may not exceed 100% regardless of the number of accidents causing the disability.

2.4. The Insurer shall be bound to pay the accident-related disability benefits only if and to the extent that the accident resulting in the disability is reported to the Insurer in the life of the Insured and the degree of the disability and to an extent that has been determined by the Insurer.

Should the Insured die subsequent to the determination of the degree of the disability but prior to the payment of the benefit, the heir(s) of the Insured shall be entitled to receive the disability benefit.

3. **Insurance for Accident-related Fracture and Fissure**

The Insurer shall pay the amount of benefit for accident-related **fracture and fissure** effective at the time of the accident. (Appendix I.4.).

The sum insured for accident-related **fracture and fissure** shall be paid only once per body region in case of several instances of fracture and **fissure** consequent upon one and the same accident.

3.1. **In terms of present conditions, tooth cracking, tooth chipping, and damage to dental fittings do not qualify as insurance event.**

4. **Insurance for Accident-related Surgery Benefit**

The Insurer shall pay the amount of benefit for accident-related surgery effective at the time of the accident. (Appendix I.5.).

4.1. In the event of intervention involving several organs or parts of the body in the course of the same surgery, the insurance benefit shall not be multiplied: it shall be paid only once.

4.2. In the event of several separate surgical operations by reason of the same accident during the term of the insurance, the Insurer shall pay the sum insured for the first surgery only.

4.3. Benefit payment shall be provided based on the expert opinion of the Insurer's medical specialist. Benefit payment may be subject to the Insured's medical review by the medical specialist of the Insurer or other medical examinations.

4.4. **Risks Excluded**

The following shall not be considered as an insurance event:

- a) a surgical intervention in connection with the Insured's congenital disorders, and diseases, states, impairments occurred in the period around being born;
- b) a surgical intervention on the Insured which is in a causal relationship with a disease or state of health already present in the 5 years preceding the commencement of risk bearing for this rider by the Insurer and which the Insured was or should have been aware of;
- c) a surgical intervention on the Insured in a causal relationship with a permanent injury to the parts of the body or organs of the Insured, developed before the commencement of risk bearing for this rider by the Insurer.

4.5. **Surgical Operations Excluded**

- a) Attending skin sutures and complications thereof, scars, debridement, drainage;
- b) Attending minor injuries and deformations of the skin and subcutaneous tissues;
- c) Removal of a foreign body from subcutaneous tissues and apertures of the body;
- d) Application of punctures, cannulas or catheters for diagnostic and therapeutic purposes;
- e) Diagnostic interventions (invasive and non-invasive);
- f) Endoscopic tests;
- g) Cosmetic (plastic) surgery (for beauty purposes), except for interventions made necessary by an accident;
- h) Removal of foreign substances inserted in the course of a surgery (e.g. plates, pins).

5. **Insurance for Accident-related Burn Injuries**

The Insurer shall pay the percentage, depending on the severity of the burn injury, of the benefit for accident-related burn injury effective at the time of the accident. (Appendix I.6.).

- 5.1. The amount of benefit shall be the percentage of the sum insured as set out in the following table depending on the degree and extension of the burn injury.

| Depth | Surface of the body | | | |
|------------------------|---------------------|--------|--------|----------|
| | 10–19% | 20–49% | 50–79% | Over 80% |
| 1 st degree | — | — | — | — |
| 2 nd degree | — | 10% | 25% | 40% |
| 3 rd degree | 20% | 40% | 100% | 160% |
| 4 th degree | 40% | 80% | 180% | 200% |

- 5.2. If the Insured suffers several burn injuries of various degrees and/or extensions consequent upon an insurance event, the Insurer shall determine the amount of benefit on the basis of the table above by aggregating the benefit rates of the respective injuries.
- 5.3. In the event that a surgical intervention is also required in respect of a burn injury or permanent disability ensues as a consequence, the Insurer shall pay the higher of the sum insured for either burn injury, either disability or surgical intervention.
- 5.4. Should the Insured die, as a direct consequence of burn injuries as evidenced, within a period of maximum one year after suffering the injury but still within the policy term, the Insurer shall pay to the Beneficiary the amount of accidental death benefit effective as at the date of the accident, by subtracting any benefit amounts already paid under sections 5.1., 5.2., and 5.3.
- 5.5. Insurance benefit payment shall be effected on the basis of the medical opinion provided by the medical specialist of the Insurer. Benefit payment may be subject to the Insured's medical examination by the medical specialist of the Insurer and/or to other medical tests.

V. REPORTING THE CLAIM

1. The insurance event must be reported to the Insurer within 8 days following its occurrence.
2. In order to claim the insurance service/benefit the following documents must be submitted:
 - a) a certificate of payment of the premium;
 - b) a document certifying personal identification;
 - c) address card;
 - d) the document necessary for the establishment of the entitlement of the Beneficiary;
 - e) medical documents certifying the accident-related fracture or fissure and the first medical care service provided after the accident;
 - f) medical documents certifying the accident-related permanent injury to health and the first medical care service provided after the accident;
 - g) final report from the hospital and any hospital and medical documents setting out the specific name, description, reason, date and time, and history of the surgical intervention (description and circumstances of the accident);
 - h) in the case of an administrative action, the documents thereof;
 - i) documents to certify the occurrence of an accident;
 - j) death certificate;
 - k) medical certificate evidencing the cause of death;
 - l) medical documentation regarding any permanently injured or disabled body parts of the Insured at the time of concluding the contract.

In case of an accident abroad, such documents are required to be translated for claiming the benefit.¹

VI. EXEMPTION AND EXCLUSION OF RISK OF THE INSURER

1. **The Insurer shall be exempted from the obligation of services if there is evidence to prove that the accident of the Insured**
 - a) **was caused by a wilfully committed serious criminal offence of the Insured or in consequence thereof;**
 - b) **was unlawfully caused by the wilful or reckless behaviour of the Insured.**
2. **The insurance event shall be regarded as caused by a reckless behaviour if it occurs**
 - a) **in direct consequence of the Insured being severely intoxicated (blood alcohol level at or exceeding 2.51‰);**
 - b) **while the Insured is under the influence of narcotic, or hallucinogenic drugs or consuming toxic substances;**
 - c) **as a result of taking anaesthetic or sedative medication without the doctor's orders or not in the dose prescribed;**

¹ The Insurer shall contribute to the expenses of translation (General Terms and Conditions XII.2.3.7)

- d) in consequence of the Insured driving without a driving license or being intoxicated (blood alcohol reaching 0.5‰), and in both cases the Insured has committed other traffic offences;
 - e) if the Insured lacks a permit to pursuing activities which require a permit;
 - f) as a consequence of a serious violation of HSSE regulations during work by the Insured.
3. For the purposes of the present terms and conditions, the insurance policy shall not provide coverage if the insurance event:
- a) is related to or occurs due to interstate armed clashes, or actions of civil war
 - b) is caused by or related to HIV infection.
4. Should there be evidence to prove that the death of the Insured was caused by the wilful behaviour of the Beneficiary, the Beneficiary causing the death event does not have the right to claim the service of the Insurer.

Aegon OKÉ Home Insurance

Life and Healthcare Insurance Riders

Life and Surgery Rider, Term Life Rider, Piety Life Rider, Daily Hospital Allowance Rider, CT and MR Service Rider.

I. GENERAL TERMS AND CONDITIONS OF LIFE AND HEALTHCARE INSURANCE RIDERS

Life and healthcare insurance riders are only valid jointly with the General Terms and Conditions of Aegon OKÉ Home Insurance. The present Terms and Conditions shall be applicable in all cases when Life and healthcare insurance rider(s) of Aegon OKÉ Home Insurance are concluded between the Policyholder and the Insurer (hereinafter: the Parties); however, they shall only be applicable unless the provisions set out in the Special Terms and Conditions or the agreement of the Parties are otherwise specifically stipulated.

1. Policyholder, Insured, Beneficiary

- 1.1. The **Policyholder** of the present riders is the Policyholder of the basic insurance.
- 1.2. The **Insured Parties** of the present rider shall be the persons deemed as consumers as stipulated in Sections I.3.1. a) and 3.2. b)–c) and e) of the Special Terms and Conditions of Indemnity Insurance. **With regard to the particular riders, the special terms and conditions may apply different stipulations, depending on age.**
- 1.3. **The Insured (persons) shall be named on the proposal and the insurance policy.** If the Insured is under age and the policy is not taken out by the parent exercising legal representation, the approval of the guardianship office shall be required for the conclusion of the contract. In the event such an approval by the guardianship office is granted, the policy shall be legally binding even if the Insured is an incapable person of age in respect of his disposing capacity and legal statements relating to his property.
- 1.4. For the purposes of the establishment and amendment of the policy the Insured's written permission is not required if the policy is concluded by someone else, however, no Beneficiaries may be designated if the policy is concluded without the Insured's permission.
- 1.5. Subject to the present rider the age of the Insured shall be calculated by the Insurer by deducting the Insured's year of birth from the year of the technical commencement of the policy (Section IV1. of the General Terms and Conditions), or in case of reporting changes, from the year of such changes entering into effect.
- 1.6. The **Beneficiary** of all insurance benefits due in the life of the Insured shall be the Insured himself/herself.
Upon the death of the Insured the heir(s) thereof shall be the beneficiary (beneficiaries).
- 1.7. No irrevocable beneficiaries may be designated in the present contract.
- 1.8. If the Insured wishes to designate a beneficiary, it shall be done with regard to each and every rider in an unequivocal manner. With regard to one rider, several beneficiaries may be designated simultaneously. In this case, the proportion of the beneficiaries' share shall be recorded expressly in writing on the proposal, or at a later claims report.
- 1.9. The beneficiary may be changed by the Policyholder at any time during the policy term by way of a written statement addressed to the Insurer. If the Policyholder and the Insured are not one and the same person, modification of the beneficiary shall be subject to the Insured's approval. In the absence of an unambiguous statement, the Insured's heir shall be deemed as the beneficiary in the event of the Insured's death.
- 1.10. Designation as a Beneficiary shall lapse if the Beneficiary dies before the occurrence of the insurance event or is dissolved without a legal successor. In this case, unless another beneficiary is specified, the Insured's heir(s) shall be deemed to be the beneficiary (beneficiaries) in proportion of their inheritance.
- 1.11. The Policyholder is obliged to inform the Insured about all modifications or the termination of the policy. **The Insured persons shall not enter the contract as a Policyholder.**

2. Waiting Period

- 2.1. **The Insurer stipulates a 6-month waiting period (except for the CT and MR rider, where it is of 3 months) as from the submitting the proposal (sections II.7. a)–d) of the General Terms and Conditions), and in the case of entering a new Insured (as regards the person of the new Insured), from the date when the new insured is named. If the insurance event occurs during the waiting period, the Insurer shall not be obliged to pay the sum insured except for events deemed as accident occurring after the insurance contract has come into effect.**
- 2.2. In the case of the Insured person's death during the waiting period, the Insurer shall pay the premium paid with regard to the Insured deceased.

3. **Duration of the Insurance Contract**

The contract shall be concluded for a year, for a definite time, which can be extended for another year by the parties each year. Risk bearing shall commence at the same time with the commencement of risk bearing for the basic insurance, except for the case specified in section 4.7. The policy year shall start on the same day each year. The rider is automatically extended for the next insurance period unless the policyholder declares that he/she does not wish to renew the rider at least 30 days before the end of the policy year.

The Insurer is entitled to terminate Life and healthcare insurance riders in the case of significant increase in the level of insurance risk.

4. **Conclusion, Premium, Amendment and Termination of the Insurance Contract**

4.1. **The Insurer may request that a preliminary medical test be performed as a condition for concluding the contract.** The client shall be entitled to obtain information on medical test results from the healthcare service provider pursuant to Act CLIV of 1997 on healthcare.

4.2. The Insurer shall establish the initial premium current at the time of contract conclusion taking the age of the Insured (persons) and the sums insured into consideration. The premium is established on the proposal and on the policy.

4.3. **In the case of a misstatement of age, should the Insurer become aware thereof during the term of the contract, on condition that the level of insurance risk would significantly increase on the basis of the real age, the Insurer shall be entitled to propose a modification (e.g. increasing the premium) within 15 days after becoming aware thereof, on the basis of significant increase in the level of insurance risk, or to terminate this rider with a 30 days' notice. If the Policyholder does not accept the proposed modification, or shall not make a legal statement within 15 days, the present rider is terminated on the 30th day upon conveying the proposed modification (section II.13.2. of General terms and conditions). If the Insurer becomes aware of the real age of the Insured in relation to the occurrence of the insurance event, the Insurer shall be exempt from its settlement obligations, except if the Policyholder can prove that the circumstances withheld or not reported were known to the Insurer at the conclusion of the contract or that they did not affect the occurrence of the insurance event.**

4.4. Insurance premium for the consecutive years shall be established taking the age of the Insured and the sum insured into consideration.

4.5. 60 days before the last day of the policy year, the Insurer shall send a notification to the Policyholder on the sum insured and the premium for the following year.

4.6. With regard to premium payment or its incidental cessation, sections VII. And VI.3. of the General terms and conditions apply.

4.7. A contract modification may be proposed in writing by submitting it to the Insurer. In the event that a new Insured is named in the proposal for modification, then the Insurer shall have 60 days to assess it. In such a case, the Insurer may request a preliminary medical examination as well as a health disclosure before such change. If a person becomes Insured by contract modification, the waiting period related commences on the day when the statement designating the person as an Insured is received by the Insurer.

In the case of modifying the Insured parties, the premium shall also be modified in accordance with sections 4.2. and 4.4.

4.8. Risk bearing shall discontinue upon the death of the Insured within the term in the case of one Insured; and in case of two or more Insured persons, when all the Insured persons die.

4.9. Providing the Insured dies within the term and the Insurer pays the death benefit, the Insurer is entitled to the insurance premium related to the deceased.

4.10. The rider concluded subject to the present insurance terms and conditions cannot be surrendered, its premium cannot be waived, it cannot be debited with a loan, and therefore no residual rights shall remain upon its termination.

5. **General Definitions**

5.1. ***Accident***

Pursuant to these terms and conditions an accident shall mean a sudden external impact independent from the Insured's will occurring during the policy duration, as a consequence of which the Insured dies within one year of the accident – while the policy is still in force.

5.2. ***Surgery***

For the purposes of applying these insurance terms and conditions, surgery is a surgical procedure for therapeutical – rather than diagnostic – purposes, performed by a medical specialist in a hospital or at a healthcare service provider licensed to provide one-day care, in accordance with the current rules of the medical profession.

5.3. ***Hospital***

For the purposes of applying these insurance terms and conditions, a hospital (active institution for in-patients) shall be a healthcare institution which performs its duties in a continuous working order, by involving skilled nursing staff and is licensed for active in-patient treatment according to the competent authority in accordance with current Hungarian regulation.

5.4. ***Accidental surgery***

It shall mean a sudden external impact independent from the Insured's will occurring during the policy duration, as a consequence of which the Insured must undergo – within two years of the accident – medically justified surgery.

6. The Service of the Insurer

- 6.1. The insurance event must be reported to the Insurer within 8 days following its occurrence.
- 6.2. In order to claim the insurance service the following documents must be furnished:
- a) documents proving payment of the premium if necessary;
 - b) the official document providing proof of age and personal identification;
 - c) address card;
 - d) documents on medical treatment, final report from the hospital;
 - e) other medical documents related to the surgery;
 - f) medical documents certifying the commencement, the course and the cause of the illness;
 - g) documents to certify the accident event;
 - h) in the case of an administrative action, the documents thereof;
 - i) in case of a surgery performed at a hospital abroad, the Hungarian translation of the documents;
 - j) medical documents justifying the necessity of image processing procedures (referral by specialist, outpatient treatment report by specialist);
 - k) in case the Insured passed away
 - l) death certificate;
 - m) medical certificate evidencing the cause of death
 - n) documents evidencing the commencement, the course and the treatment of the illness causing death;
 - o) the document necessary for the establishment of the entitlement of the Beneficiary.
- 6.3. In the case of a death event abroad or a surgery performed at a hospital within the territory of the EU, service of the Insurer is subject to the documents being translated into Hungarian.¹
- 6.4. **Execution of the service provided by the Insurer shall be determined by the medical expert of the Insurer. Completion of the execution of the service may be subject to re-examination of the Insured by the medical expert of the Insurer or other medical check-ups.**

7. Exemption and Exclusion of Risk of the Insurer

Apart from the stipulations set in section 'XII. Exemption' and 'XIII. General exclusions' of the General terms and conditions, the Insurer shall be exempted from the obligation of services in the cases below, and the following exclusions shall apply.

- 7.1. **The particulars of the Insured and the statement on health status shall be recorded in the proposal and the 'Health statement' forming a part thereof. The Policyholder and the Insured shall bear joint liability for making such statements and by answering the questions truthfully, they fulfil this obligation. The Insured and the Policyholder shall be obliged to enable the Insurer to check such data. By way of the insurance proposal, the Insured shall exempt from medical secrecy against the Insurer all those physicians and healthcare institutions which have examined or treated the Insured before or after concluding the insurance contract, in terms of underwriting of the insurance contract and the data and facts related to the insurance event. In the absence thereof, the Insurer shall be exempted from the liability to provide benefits in that substantial circumstances become undetectable as a consequence of the above.**
- 7.2. **The Policyholder/Insured is obliged to report changes occurring during the term of the insurance (changing of the name, the sex or the address of the Insured).**
- 7.3. **The service obligation of the Insurer shall not set in related to the rider in the case of breach of the disclosure obligation in the first five years following the conclusion of the contract except if the circumstance thus concealed have no connection with the death, surgery or hospital treatment of the Insured, or if the Insurer was aware of them at the time of concluding the contract.**
- 7.4. **The Insurer shall be exempt from its settlement obligation if there is evidence to prove that**
- a) **the death of the Insured was caused by the wilfully committed serious criminal offence of the Insured or in consequence thereof;**
 - b) **the death of the Insured was caused by the wilful behaviour of the Beneficiary, in which case the Beneficiary causing the death event does not have the right to claim the service of the Insurer.**
 - c) **the death of the Insured was caused by suicide in the first two years from the commencement of risk bearing of the contract referring to the Insured, regardless of the fact whether the Insured committed it under conditions of psychotic disturbance.**

¹ The Insurer shall contribute to the expenses of translation (General Terms and Conditions XII.2.3.7)

- 7.5. **The Insurer shall be exempt from its settlement obligation in relation with the Surgical Rider, the Daily Hospital Allowance Rider as well as the CT and MR Service Rider if there is evidence to prove that the surgical operation, the medical attendance or the medical check-up was caused unlawfully by the wilful or grossly negligent behaviour of the Insured.**
- 7.6. **The insurance event shall be regarded as caused by a grossly negligent behaviour if it occurs**
- a) **in direct consequence of the Insured being severely intoxicated (blood alcohol level at or exceeding 0.25%);**
 - b) **while the Insured is under the influence of any narcotic, or hallucinogenic drug or under the influence of any chemical used as a hallucinogenic material or in consequence thereof,**
 - c) **in consequence of the Insured taking narcotics, tranquilizers or medication not on medical indication or not in the dose prescribed,**
 - d) **in consequence of the Insured driving without a driving license or being intoxicated (blood alcohol level at or exceeding 0.5‰), and in both cases the Insured has committed other traffic offences;**
 - e) **in consequence of the Insured carrying out an activity subject to acquiring a permit without any permits.**
 - f) **in consequence of the Insured severely infringing work safety regulations.**

Risks excluded from insurance cover

- 7.7. **For the purposes of the present terms and conditions, the insurance policy does not provide coverage if the insurance event is directly or indirectly related to:**
- a) **radioactive ionising radiation except for medically prescribed therapeutical treatment.**
 - b) **HIV, hepatitis B or hepatitis C infection**
 - c) **events related to war², riots, mutinies, uprisings, and acts of terrorism.**

II. SPECIAL TERMS AND CONDITIONS OF LIFE AND SURGERY RIDER (PERSONAL INSURANCE)

Subject to the present terms and conditions and in consideration of the payment of the premium, the Insurer shall contract for an obligation to provide life and/or surgery insurance for the Insured parties.

The present rider is only valid jointly with the General Terms and Conditions of Aegon OKÉ Home Insurance and the General Terms and Conditions of Life and Healthcare Insurance Riders.

1. Insured

With regard to this rider, the Insured shall not be older than **65 years** at the time of concluding the contract or reporting changes.

2. Insurance Events

Insurance events shall include the Insured person's

- a) death (Life insurance);
- b) surgery performed (Surgery insurance)

subject to these terms and conditions during the policy term.

2.1. Life Insurance

In case of the Insured's death, for any reason, during the policy term in Hungary or outside the borders of the country the Insurer shall pay the death benefit (Appendix section II.1).

2.2. Surgery insurance

For the purposes of applying these insurance terms and conditions, **surgery** is a surgical procedure performed during the term of the insurance and which can be classified within the scope of surgical interventions or surgical procedure as in the detailed **surgery list³** providing

- a) the illness or condition giving grounds for the surgery developed after the insurance contract has come into effect or
- b) the illness or condition giving grounds for the surgery developed before the insurance contract has come into effect but two years prior to coming into effect the Insured required no medical treatment and was free of symptoms.

2.2.1. Non-insurance events:

- a) **a surgery necessary consequent upon the permanent impairment of the Insured's organs and parts of the body which was already developed prior to the commencement of risk bearing of the insurance policy;**

² The following shall qualify as acts of war: war with or without declaration, border incidents, uprising, revolution, mutiny, coup or attempt of coup, public demonstration (e.g. protest without licence, strike not announced or strike without licence), constrained purpose military actions of foreign countries (e.g. air strike only or marine action only), commando assault.

³ The detailed surgery list is available in Customer Offices of the Insurer or at the homepage of the Insurer (www.aegon.hu/karbejelentes/szolgalatasi-igenybejelentes)

- b) a surgery occasioned by a disease or health condition already present prior to the effective date of the policy, the necessity of which the Insured was or should have been aware of (“postponed” surgery).
- c) a surgery necessary consequent upon attempted suicide or self-mutilation regardless of the fact whether the Insured committed it under conditions of psychotic disturbance

3. Insurance Settlement

- 3.1. Regardless of the benefits and diagnosis made by Social Insurance Institutions, upon the occurrence of the insurance events stipulated in the present terms and conditions, the Insurer shall pay the Beneficiary (Beneficiaries) the amount stipulated in the Appendix current at the time of the occurrence of the insured event.
- 3.2. The basis for the establishment of **the insurance benefit (sum insured) applicable to the particular insurance event is the detailed list of surgeries, which classifies the surgeries into four benefit categories, and includes the surgeries excluded from the risk bearing of the Insurer.** The classification of the surgeries shall be established by the medical expert of the Insurer on the basis of such detailed list of surgeries or through comparison to the procedures included in such list. (A list of the classification of the most commonly performed surgeries is included in Appendix VII. of these terms and conditions).
The sums insured applicable to the particular benefit groups are included in section II.2. of the Appendix.
- 3.3. Should several interventions be performed on a number of parts of the body or a number of organs during one operation, the insurance benefit shall be established based upon the intervention with the highest benefit category among the surgical procedures carried out on the Insured.
- 3.4. Should several surgeries be executed at different times consequent upon the same illness or accident during the term of the insurance, the Insurer shall pay the benefit applicable to a maximum of the first two consecutive surgeries of these.

III. SPECIAL TERMS AND CONDITIONS OF TERM LIFE RIDER (RISK LIFE INSURANCE)

Subject to the present terms and conditions and in consideration of the payment of the premium, the Insurer shall contract for an obligation to provide life insurance services.

The present rider is only valid jointly with the General Terms and Conditions of Aegon OKÉ Home Insurance and the General Terms and Conditions of Life And Healthcare Insurance Riders.

1. Insured

- 1.1. With regard to this rider, the **Insured** shall be **at least 18 years old but not older than 65 years** at the time of concluding the contract or reporting changes.
- 1.2. Upon the Insured completing 70 years of age, risk bearing by the Insurer shall be terminated in respect of the given Insured as of the policy year (0 hours on the first day following the anniversary) in which the Insured turns 71 years of age.
(The age of the Insured shall be calculated by the Insurer by deducting the Insured’s year of birth from the year of the anniversary of the policy).
- 1.3. The number of Insured parties in the life insurance may be up to two individuals simultaneously – as named in the policy at the given time.

2. Insurance Events

The Insurance event shall be the death of the Insured within the duration of the policy.

3. The Service of the Insurer

In the case of death of the Insured, the sum assured for death, current at the time of the insurance event shall be paid to the Beneficiary valid in terms of the Insured.

4. Current Sum Assured

- 4.1. The Policyholder shall specify on the proposal the initial death benefit current at the time of contract conclusion.
- 4.2. As regards the sum assured, the contract **can be concluded in two ways:**
 - a) the **sum assured is fixed**, that is unchanged at the annual renewal
 - b) the **sum assured is decreased** on an on-going basis at each annual renewal.
- 4.2.1. Providing the contract is concluded for **fixed sum assured**, then the sum assured shall not be changed at **annual renewal** as long as the policyholder incidentally initiates its modification.
- 4.2.2. Providing the contract is concluded for **decreasing sum assured**, then **the sum assured** established at the time of concluding the contract **shall be decreased at annual renewal for the following policy years on an on-going basis in proportion with the term planned.**

4.2.2.1. By term it is to be understood the period established at the time of contract conclusion designating the period for which, at the time of the conclusion of the contract, the Policyholder intends to keep this rider in force by the incidental lengthening of the insurance period. The principle for specifying the amount of benefit for the policy years following contract conclusion: the initial death benefit, multiplied by the number of years remaining from the term (including the current year) and divided by the length of the entire term.

4.3. Within the scope of a single contract, the risk life insurance rider can only be concluded unitarily by applying either the principle of fixed sum assured or the principle of decreasing sum assured.

5. **Amendment and Termination of the Life Insurance Contract**

5.1. The Policyholder is entitled to initiate the modification of the insurance term 60 days before the expiration of the insurance period. The Insurer shall have 60 days to assess the statement. The Insurer is entitled to request a preliminary medical test to be performed as well as a statement on the health condition of the Insured. Acceptance of the modification

5.2. In the case of concluding the contract for decreasing sum assured, if the value of the sum assured reaches zero in the course of decrease, the present rider shall automatically discontinue with immediate effect.

IV. **SPECIAL TERMS AND CONDITIONS OF PIETY LIFE RIDER**

Subject to the present terms and conditions and in consideration of the payment of the premium, the Insurer shall contract for an obligation to pay the defined sum assured in the case of death the Insured parties.

The present rider is only valid jointly with the General Terms and Conditions of Aegon OKÉ Home Insurance and the General Terms and Conditions of Life and Healthcare Insurance Riders.

1. **Insured**

1.1. With regard to this rider, apart from those defined by sections 2.2. of the general terms and conditions of Life And Healthcare Insurance Riders, the Insured persons may be those defined in sections I.3.1. a) and 3.2. b–c) and e) of the General Terms and Conditions of Aegon OKÉ Home Insurance, their relatives and close relatives not living at the risk location.

1.2. The **Insured** shall be **at least 18 years old but not older than 65 years** at the time of concluding the contract or reporting changes.

2. **Insurance Events**

The Insurance event shall be the death of the Insured within the duration of the policy.

3. **The Service of the Insurer**

In the case of death of the Insured, the sum assured for death, current at the time of the insurance event shall be paid to the Beneficiary valid in terms of the Insured.

4. **Current Sum Assured**

The Policyholder shall specify the initial death benefit current at the time of contract conclusion on the proposal related the Insured person.

In the case there are more than one Insured persons, the sums assured may differ from one another.

V. **SPECIAL TERMS AND CONDITIONS OF DAILY HOSPITAL ALLOWANCE RIDER**

Subject to the present terms and conditions and in consideration of the payment of the premium, the Insurer shall contract for an obligation to pay daily hospital allowance in the case of the hospitalisation of the Insured parties.

The present rider is only valid jointly with the General Terms and Conditions of Aegon OKÉ Home Insurance and the General Terms and Conditions of Life and Healthcare Insurance Riders.

1. **Insured**

1.1. With regard to this rider, the **Insured** shall be **at least 16 years old but not older than 62 years** at the time of concluding the contract or reporting changes, who is not provided with altered working capability provision (neither of disability, nor rehabilitation) and has not submitted a claim therefor either.

1.2. **Upon the Insured completing 62 years of age, risk bearing by the Insurer shall be terminated in respect of the given Insured as of the policy year (0 hours on the first day following the anniversary) in which the Insured turns 63 years of age.**

(The age of the Insured shall be calculated by the Insurer by deducting the Insured's year of birth from the year of the anniversary of the policy).

2. **Insurance Events**

2.1. An insurance event shall be the continuous treatment of the Insured taking place in a hospital (active institution for in-patients) exceeding 3 days, – or 10 days if it is related to pregnancy or delivery not consequent upon an accident –, which commences within the risk bearing period of the present rider, and which is considered necessary from a medical point of view.

2.2. **Non-insurance events:**

- a) medical attendance to the Insured in connection with his/her congenital disorders, and diseases, states, impairments occurring in the period around his/her birth;
- b) medical attendance to the Insured in casual relationship with an illness or condition which existed five years before the commencement of risk bearing related to this rider and of which the Insured was or should have been aware, except if the insured made a statement concerning this and the Insurer undertook the risk being aware thereof,
- c) medical attendance to the Insured in connection with permanent impairment of the parts of the body or organs of the Insured which evolved five years before the commencement of risk bearing related to this rider,
- d) medical attendance to the Insured in connection with suicide, self-mutilation or the attempt thereof regardless of the condition under which committed
- e) medical attendance to the Insured in connection with artificial insemination, artificial pregnancy and all forms of contraception,
- f) medical attendance in connection with cosmetic and plastic surgeries,
- g) medical attendance in connection with chronic renal dialysis
- h) medical attendance consequent upon psychiatric diseases and other non-organic psychiatric disorder, psychotherapy hospital treatment,
- i) alcohol withdrawal, medical attendance aiming at the termination of drug- and other dependencies,
- j) medical attendance to the Insured consequent upon the following activities::
- k) sports connected with using machine-driven land, air or sea equipment, aerial sports,
- l) mountain climbing, rock climbing, trekking requiring special equipment (ropes, crampon, iceaxe), extreme sports, combat sports, cross-country riding with obstacles, show-jumping, ski jumping and acrobatic skiing.
- m) postponed surgery occasioned by a disease or health condition already present prior to the effective date of the policy, the necessity of which the Insured was or should have been aware of.

2.3. The time of the occurrence of the insurance event shall be the first day of medical attendance.

2.4. **Medical attendance commencing after the risk bearing period of the Insurer shall not be deemed an insurance event even if it is consequent upon the accident happening, or an illness emerging, during the period of risk bearing.**

2.5. **For the purpose of this rider, the following shall not be deemed a hospital:**

- a) an institute for the treatment of alcohol and drug addicts;
- b) an institute for the treatment of patients with pulmonary diseases;
- c) an institute or division for psychiatric treatment;
- d) medicinal bath hospital or medicinal bath or spa;
- e) rehabilitation departments or divisions;
- f) institute specializing in terminally ill patients (chronic internal medicine), institutions carrying out post-treatment tasks;
- g) location of the daily hospital care;
- h) institutes for geriatric (elderly) nursing, old people's home;
- i) Institutions carrying out hospice activities.

3. The Service of the Insurer

3.1. Upon the occurrence of an insurance event, the Insurer pays daily allowance for each day of medical attendance of

- a) over 3 days,
- b) over 10 days in connection with medical care consequent upon pregnancy or delivery and not related to an accident

The amount of daily allowance shall be identical with the amount of daily allowance current at the time of occurrence of the insurance event.

3.2. The current amount of daily allowance is established on the proposal form and the policy.

3.3. An insurance event must be reported to the Insurer within 8 days upon leaving the hospital.

3.4. When calculating the days of medical attendance, every day commencing shall be deemed a whole day, that is the day of reception and the day of leaving as well as the incidental death are also included.

VI. SPECIAL TERMS AND CONDITIONS OF CT AND MR SERVICE RIDER

Subject to the present terms and conditions and in consideration of the payment of the premium, the Insurer shall contract for an obligation to organise CT and MR examination for the Insured parties and to cover the expenses up to the amount established on the proposal and the policy.

The present rider is only valid jointly with the General Terms and Conditions of Aegon OKÉ Home Insurance and the General Terms and Conditions of Life and Healthcare Insurance Riders.

The service shall be provided as an outsourced activity by the Insurer through an external service provider (Advance Medical Hungary Kft, Baross u. 22, H-1095 Budapest, Hungary).

1. Insurance Events

1.1. It is deemed an insurance event if during the insurance period and due to an illness or accident with no antecedent the Insured requires CT or MR examination recommended by a physician having an operating licence in Hungary, and the Insurer deems this justified.

1.2. Non-insurance events:

- a) **an examination in casual relationship with an illness or condition which existed five years before the commencement of risk bearing related to this rider and of which the Insured was or should have been aware, except if the insured made a statement concerning this and the Insurer undertook the risk being aware thereof,**
- b) **an examination of the Insured consequent upon the following activities: sports connected with using machine-driven land, air or sea equipment, aerial sports, mountain climbing, rock climbing, trekking requiring special equipment (ropes, crampon, ice-axe), extreme sports, combat sports, cross-country riding with obstacles, show-jumping, ski jumping and acrobatic skiing.**
- c) **a postponed examination occasioned by a disease or health condition already present prior to the effective date of the policy, the necessity of which the Insured was or should have been aware of.**

1.3. An examination becoming necessary after the lapse of the risk bearing of the Insurer shall not be deemed an insurance event even if it is consequent upon an illness evolving or an accident happening within the insurance period.

2. Waiting Period

The Insurer stipulates a 3-month waiting period as from the submitting the proposal (sections II.7. a)–d) of the General Terms and Conditions).

3. The Service of the Insurer

The Insurer organises **the CT and MR examination for the Insured** and **reimburses the expenses** to the service provider carrying out the examination **up to the amount established on the proposal and the policy** per insurance event. Within the framework of this rider, the following services are available:

- Cardio CT
- PET CT
- CT scan of the brain skull, native
- CT scan of the brain skull with contrast material
- CT scan of the brain skull, native and with iv contrast material
- Targeted CT scan of the sella
- Targeted CT scan of the sella, native and with contrast material
- Targeted CT scan of the orbita, native
- Targeted CT scan of the orbita, native and with contrast material
- Targeted CT scan of the inner ears, native
- Targeted CT scan of the inner ears, native and with contrast material
- CT scan of the face skull, native and with iv contrast material
- CT scan of the face skull, native
- CT scan of the spine (min. 2 vertebra segment), native
- CT scan of the spine (min. 2 vertebra segment), with iv. contrast material
- CT scan of the spine (min. 2 vertebra segment), native and with iv contrast material
- CT scan of the cervical soft tissue, native
- CT scan of the cervical soft tissue, with iv. contrast material
- CT scan of the cervical soft tissue, native and with iv contrast material
- CT scan of the chest, native
- CT scan of the chest, with iv. contrast material
- CT scan of the chest, native and with iv contrast material

- CT scan of the full abdomen, native
- CT scan of the full abdomen, with iv. contrast material
- CT scan of the full abdomen, native and with iv contrast material
- CT scan of the pelvis, native
- CT scan of the pelvis, with iv. contrast material
- CT scan of the pelvis, native and with iv contrast material
- CT scan of the limbs, native
- CT scan of the limbs, with iv. contrast material
- CT scan of the limbs, native and with iv contrast material
- CT angiography of the skull
- CT angiography of the neck
- CT angiography of the chest
- CT angiography of the full abdomen
- CT angiography of the pelvis
- CT Bone Densitometry Scan
- MR scan of the brain skull, native
- MR scan of the brain skull, native and with iv contrast material
- Targeted MR scan of the sella
- Targeted MR scan of the sella, native and with contrast material
- Targeted MR scan of the orbita, native
- Targeted MR scan of the orbita, native and with contrast material
- Targeted MR scan of the inner ears, native
- Targeted MR scan of the inner ears, native and with contrast material
- MR scan of the face skull, native
- MR scan of the face skull, native and with iv contrast material
- MR scan of the spine, native
- MR scan of the spine, with iv. contrast material
- MR scan of the spine, native and with iv contrast material
- MR scan of the cervical soft tissue, native
- MR scan of the cervical soft tissue, with iv. contrast material
- MR scan of the cervical soft tissue, native and with iv contrast material
- MR scan of the chest, native
- MR scan of the chest, with iv. contrast material
- MR scan of the chest, native and with iv contrast material
- MR scan of the full abdomen, native
- MR scan of the full abdomen, with iv. contrast material
- MR scan of the full abdomen, native and with iv contrast material
- MR cholangiography
- MR scan of the full abdomen and pelvis, native
- MR scan of the full abdomen and pelvis, with iv. contrast material
- MR scan of the full abdomen and pelvis, native and with iv contrast material
- MR scan of the joints and limbs, native
- MR scan of the joints and limbs, with iv. contrast material
- MR scan of the joints and limbs, native and with iv contrast material
- MR scan of the breasts, native
- MR scan of the breasts, with iv. contrast material
- MR scan of the breasts, native and with iv contrast material
- MR angiography without contrast material
- MR angiography with iv. contrast material

- 3.1. **The Insurer reserves the rights to review the reasonability of the examination, and if deemed unneeded, it shall deny organization and covering the expenses thereof.**
- 3.2. The Insurer shall undertake the organization of the service, the deadline of which is **ten (10) working days** as from the receipt of all the documents required to assess the claim.
- 3.4. **Providing the Insured is unable to take part in the examination organised for him/her, and fails to inform the Insurer about this at least two working days before, then the service not availed shall be deemed completed and the Insured is not entitled to require a new examination consequent upon the same event unless he/she can prove that the omission was due to a cause which is justifiably excusable. The service is only available within the territory of Hungary.**
- 3.5. **Providing the expenses of the examination exceed the sum insured, the extra charge is to be borne by the Insured.**
- 4. Reporting a Claim, Opting for the Service**
- 4.1. The Insured can report a claim related to this service by calling the Customer Service Call Center applied for this rider of the Insurer on **+36-1-461-1517**.
- 4.2. A claim must be reported to the Insurer within 30 days upon the recommendation of the physician.
- 5. The Procedure of Claiming the Service**
- a) the Insured (or the legal representative of his/hers) reports his/her claim by calling **+36-1-461-1517**. On the basis of the personal data given over the phone, the service provider of the insurer checks if there is a valid contract containing this rider related to the given Insured.
- b) if the cover is valid at the time of the report, based on the discussion, the service provider of the Insurer shall inform the client what documents are required for the assessment of the claim and in what way (postal letter, e-mail, fax) they are to be sent in.
- c) Based on the documents sent in, in accordance with what is stated in section 1, the service provider of the Insurer shall assess if the medical problem constituting the grounds for the claim shall be deemed an insurance event. If so, the service shall be organized as stated in section 3.2 taking into consideration that this should be aligned with the residential place of the Insured.
- d) The Insured shall be informed about the time and pace of the examination via the phone number or e-mail address given by him/her. At the same time the Insured shall also be informed if the expenses of the examination necessary exceed the sum insured. The partial amount exceeding the sum insured stated on the policy shall be settled by the Insured at the time of the examination in the healthcare institution in exchange for an invoice.

VII. ANNEX

May we draw your attention that assessment will be done on the basis of a detailed list. This appendix contains some of the common surgeries for information.

| Sections concerned | Surgeries of Benefit Category I | Surgeries of Benefit Category II | Surgeries of Benefit Category III | Surgeries of Benefit Category IV |
|--|---|--|---|----------------------------------|
| Cerebral, Intracranial sections | Cerebral and intracranial surgeries | Minor cerebral and Intracranial surgeries <i>e.g. incision of cerebral cortex or pericranium, cysta punctio</i> | | |
| Dorsal spine, vertebra | Major spinal surgeries | Surgeries of medium severity on the spine and the vertebra <i>e.g.: unilateral extirpation of dorsal vertebral column, surgical intersection of nerve roots</i> | Minor interventions <i>e.g.: therapeutic drainage of spinal liquid</i> | |
| Nerves | Major Surgeries on nerves <i>e.g.: cerebral/cranial nerve decompression</i> | Surgeries of medium severity on nerves <i>e.g.: interception or extirpation of nerve sutures, sympathetic nerve-fibers (neurectomy)</i> | Minor interventions on nerves <i>e.g.: lumbar sympathectomy</i> | |
| Endocrine Organs | Extensive surgeries on endocrine organs <i>e.g.: surgeries on the thyroid gland, hypophysis, suprarenals</i> | Minor surgeries on endocrine organs <i>e.g.: minor thyroidectomy, parathyroidectomy</i> | | |

| Sections concerned | Surgeries of Benefit Category I | Surgeries of Benefit Category II | Surgeries of Benefit Category III | Surgeries of Benefit Category IV |
|---|--|--|--|-------------------------------------|
| Eyes | Major surgeries of the orbit <i>e.g.: surgeries on the retina</i> | Average eye surgeries, reconstructive eye surgery <i>e.g.: iris plastic surgery, eye muscle surgery, lens surgeries, surgeries on iris</i> | Minor eye surgeries <i>e.g.: minor surgeries on the conjunctiva, minor surgeries on the cornea</i> | |
| Ear, Nose, Larynx, Maxillary sinus, Tongue, Mouth, Pharynx | Major ear, nose, larynx, surgeries and surgeries related to the maxillary sinus, or pharynx <i>e.g.: surgeries on the internal ear, partial or complete surgical extraction of the tongue, larynx, cheek-bone, jaw-bone, surgical extraction of part of the pharynx, artificial forming of larynx</i> | Average ear, nose, larynx surgeries <i>e.g.: extraction of the external ear and the auditory meatus, extraction of the nose, surgeries on partial deformations of the cheekbone and jaw-bone</i> | Minor ear, nose, larynx, surgeries and other oral (not dental) surgeries <i>e.g.: surgeries on the cheekbone, salivary glands, salivary ducts, tonsillectomy and rhinal tonsillectomy above the age of 18</i> | Tonsillectomies under the age of 18 |
| Thorax, Lungs, Costal pleura, Diaphragm | Major thoracic surgeries <i>e.g.: partial or complete extraction of the lung, oesophagus</i> | Average thoracic interventions <i>e.g.: pneumectomy, surgeries on the diaphragm</i> | Minor thoracic interventions <i>e.g.: treatment of pneumothorax, removal of foreign body with bronchoscope</i> | |
| Heart | Cardiac Surgeries <i>e.g.: surgeries on coronary vessels, valve surgeries, heart transplantation</i> | Minor surgeries on the surface of the heart <i>e.g.: pericardial surgeries</i> | | |
| Vascular system | Major surgeries on the vascular system <i>e.g.: reconstructive surgeries of large vessels (aorta, throat-veins, other replacements)</i> | Average surgeries on the vascular system <i>e.g.: surgical removal of embolism, vessel transplantation, vessel reposition</i> | Minor surgeries on the vascular system | |
| Lymphatic System, Spleen | Radical surgeries of the lymphatic system | Surgeries of medium extension on the lymphatic system, surgeries on the spleen | Minor surgeries of lymphatic structures | |
| Digestive system (oesophagus, stomach, intestines) | Major interventions on the digestive system <i>e.g.: partial or complete extraction of the stomach, colon</i> | Average interventions on the digestive system <i>e.g.: surgeries on minor deformations of the stomach or intestines, treatment of gastrostomy</i> | Minor interventions on the digestive system <i>e.g.: appendectomies, surgical diaeresis of adhesions, haemorrhoidectomy, surgeries on the abscess, syrinx near the rectum</i> | |
| Liver, Bile, Pancreas | Major surgeries related to the liver, bile, pancreas <i>e.g.: extraction of 3 or more segments of the liver, extraction or transplantation of the pancreas, liver transplantation</i> | Average surgeries related to the liver, bile, pancreas <i>e.g.: surgeries on the bile, pancreas, minor liver surgeries</i> | Minor interventions related to the liver, bile, pancreas <i>e.g.: endoscopic or laparoscopic comminution of hepatolith, extraction of hepatolith</i> | |
| Hernia | | Surgeries related to major abdominal hernia | Abdominal reconstructive surgeries, surgeries on femoral hernia, inguinal hernia, and sciatic hernia | |
| Kidney, Bladder | Major surgeries on the kidney or bladder <i>e.g.: extraction of kidney, transplantation of kidney, extraction of bladder</i> | Average surgeries on the kidney or bladder <i>e.g.: parietal resection of nephritic cyst, lancing a nephritic abscess</i> | Minor interventions on the kidney or bladder <i>e.g.: ureteroscopic comminution of nephrolith</i> | |

| Sections concerned | Surgeries of Benefit Category I | Surgeries of Benefit Category II | Surgeries of Benefit Category III | Surgeries of Benefit Category IV |
|------------------------------------|--|---|---|----------------------------------|
| Genitals | Major surgeries related to the genitals <i>e.g. radical extraction of prostate and uterus</i> | Average surgeries related to the genitals <i>e.g.: other surgeries on prostate, extraction of testicles, other gynaecological surgeries (myoma, hysterectomy and ovariectomy), laparoscopic gynaecological surgeries, Caesarean section, extra-uterine pregnancy</i> | Minor surgeries related to the genitals <i>e.g.: intersection on the scrota, resection of a mutation of the cervix, extraction of polypus of the uterus</i> | |
| Bone system | Major osteological surgeries <i>e.g.: reconstructive surgeries, major surgeries on the femur, extension of limbs, reduction of limbs</i> | Average osteological surgeries <i>e.g.: major osteological surgeries on limbs (insertion of screw, plate, medullar nail, bone removal, bone replacement)</i> | Minor osteological surgeries <i>e.g.: minor surgical intervention related to bone fractures, wire stitching, surgeries on simpler mutations of bone</i> | |
| Muscles, tendons, joints | Major surgeries on muscles, tendons, joints <i>e.g.: surgeries on large joints (shoulders, hip-joint), implantation of prosthesis of large joints</i> | Average surgeries on muscles, tendons, joints <i>e.g.: implantation of minor prosthesis, minor tendon transplant</i> | Minor surgeries on muscles, tendons, joints <i>e.g.: arthroscopic surgeries, surgeries on tendon and ligament sutures, surgical extraction of membrane of joints</i> | |
| Amputation | Complete amputation of limb, suture of limb | Partial amputation of limb | Amputation of fingers | |
| Breast surgeries | Major breast surgeries <i>e.g.: breast surgeries involving mammectomy, also affecting the lymphatic system</i> | Average breast surgeries <i>e.g.: partial or complete mammectomy</i> | Minor breast surgeries <i>e.g.: minor, therapeutic surgical interventions on the breasts</i> | |
| Surgical Treatment of Burns | Surgical treatment of severe burns | Surgical treatment of burns of medium severity | Surgical treatment of minor burns | |

Exclusions:

- **tooth extraction, dental surgeries;**
- **surgeries related to pregnancy and delivery except for Caesarean section and extrauterine pregnancy, interventions, intra uterine or on an unborn embryo and the mother, artificial abortions and curettage, surgeries relating to infertility and sterility;**
- **circumcision;**
- **surgery to change the patient's sex;**
- **surgery on congenital disorders;**
- **cosmetic surgeries (plastic surgeries for beauty purposes), except for interventions necessitated by an accident or illness;**
- **endoscopic excision of tissue, laparoscopic examinations and other excision of tissue for diagnostic purposes;**
- **extraction of foreign bodies inserted during surgery (e.g. plate, nail);**
- **treatment of minor injuries and deformations of the skin surface and tissues under the skin;**
- **post-operative treatment of wounds/scars and the complications thereof, treatment (debridement, drainage);**
- **implantation of punctures, cannula or catheters;**
- **removal of foreign body from tissue under the skin and body apertures;**
- **varicotomy;**
- **implantation of pacemaker.**

Aegon OKÉ Home Insurance

Annex

I. EXTENDED ACCIDENT INSURANCE BENEFITS (for 1 benefit unit)

| | |
|--|--|
| 1. Sum insured in the event of accidental death | HUF 365,500 |
| 2. Insurance for accident-related permanent injury to health (disability) | |
| a) No. I accidental disability benefit if the accident-related disability is permanent and complete (100%) | HUF 730,000 |
| b) No. I accidental disability benefit if the degree of the accident-related permanent and partial disability reaches or exceeds 10%, or if it does not reach 10%, but causes dismemberment, paralysis, or complete stiffening | a part of HUF 730,000 proportional to the degree of disability |
| 3. No. II accidental disability benefit should the degree of the accident-related permanent and partial disability be between 1–9%, and does not cause dismemberment, paralysis, or complete stiffening | HUF 73,000 |
| 4. Benefit for accident-related fracture or splitting of the bone | HUF 10,000 |
| 5. Benefit for accident-related surgery | HUF 13,000 |
| 6. Benefit for accident-related burning depending on the degree and extension of injury by burning | HUF 37,000 |

II. LIFE AND SURGERY INSURANCE BENEFITS (for 1 benefit unit)

| | |
|---|-------------|
| 1. Death benefit per unit: | HUF 200,000 |
| 2. Surgery insurance benefits per unit: | |
| a) Surgeries of benefit category I. | HUF 160,000 |
| b) Surgeries of benefit category II. | HUF 80,000 |
| c) Surgeries of benefit category III. | HUF 35,000 |
| d) Surgeries of benefit category IV. | HUF 10,000 |

Aegon OKÉ Home Insurance

Aegon Telephone Doctor (Assistance Service Rider)

Subject to the present terms and conditions and in consideration of the payment of the premium, the Insurer shall contract for the provision of the following services:

- Medical call center service
- Notification of next-of-kin and assistance in organizing medical help.

The present rider is only valid jointly with the General Terms and Conditions of Aegon OKÉ Home Insurance.

The service shall be provided as an outsourced activity by the Insurer through an external service provider (Advance Medical Hungary Kft., Baross u. 22, H-1095 Budapest, Hungary). Should the agreement between the Insurer and the external service provider be terminated for any reason before the policy anniversary, the Insurer shall acquire the right to terminate the present supplementary service by way of exceptional termination with pro-rata return of the premium.

I. INSURED

1. The Insured Parties of the present rider shall be the persons deemed as consumers as stipulated in Sections I.3.1. a) and 3.2. b)–c) and e) of the Special Terms and Conditions of Indemnity Insurance.

II. MEDICAL CALL CENTER SERVICE

The medical call center is available 24/7, every day of the year for the Insured by calling **+36-1-461-1517**, providing plain information concerning the following matters:

- all questions related to health, illness, medical treatment in Hungary and health promotion,
- information on the composition, applicability, side effects, substitutability, and prices of medicaments available in Hungary,
- information on medical on-call services provided by physicians, pediatricians, and dentists,
- information on pharmacies on duty,
- information on the contact data of other Hungarian healthcare institutions.

Subject to its engagement, the call center answers the call of the Insured within the shortest period possible – generally within 2 minutes at most. The waiting time shall not exceed 15 minutes even in extreme situations, in the case of heavy engagement. Turmoil in telecommunication and power supply, which the service provider have no control over, and other events deemed vis maior may exceptionally block the 24-hour-a-day availability of the call center.

III. NOTIFICATION OF NEXT-OF-KIN AND ASSISTANCE IN ORGANIZING MEDICAL HELP

In the case of symptoms requiring immediate medical attendance, the service provider of the Insurer shall inform the Insured about the phone number and availability of the medical on-call services or the ambulance, and, at the request of the Insured they provide help in organising medical attendance, and, if considered needed, inform the ambulance or the medical on-call service. The service provider, however, shall not be held liable for the actual availability and activity thereof.

The service also includes informing the next-of-kin of the Insured provided the Insured is not able to do so due to his/her condition, or if the Insured trusts the medical call center to do so. The medical call center shall inform the next-of-kin of the Insured only on condition that the data of the persons to be notified have previously been transmitted and they are actually reachable at the given availability.

The Insured is entitled to transmit the data to the Medical call center over the phone. The Medical call center records the data given by the Insured (names and phone numbers of the persons to be notified, the order of notification) into its CRM system in such a way that they shall be accessible on the occasion of the repeated call of the Insured.

IV. THE OPERATION OF THE SERVICE

- The Insured calls the Medical call center.
- A welcoming text by an automated voice assistant informs the insured that the talk shall be recorded and treated confidentially. **The Insured's attention will be drawn to the fact that the information conveyed during the talk is of informative quality and do not make up for a medical check-up in person.** The Insurer is entitled to handle the data recorded during the conversation in accordance with Act LXXXVIII of 2014 (Insurance Act) and Act CXII of 2011 (Information Act).
- Identification of the caller and the check for entitlement for the service then take place. The Insured making the phone call shall provide the following data for this:
 - The name of the Policyholder of the home insurance,
 - The address of risk location of the home insurance.
- The operator transmits the call to his physician colleague, who answers the questions of the caller, or, if needed, provides help in organising medical attendance, informing next-of-kin.

Aegon OKÉ Home Insurance

Special Terms and Conditions of the Travel Insurance Rider

Subject to present terms and conditions and in consideration of the payment of the premium, Aegon Magyarország Általános Biztosító Zrt. (hereinafter: Insurer) shall contract for an obligation to provide the following assistance and insurance services in relation to insurance events abroad as listed in the policy:

- healthcare assistance and insurance;
- travel assistance and insurance;
- luggage insurance.

The present rider is only valid jointly with the **General Terms and Conditions of OKÉ Home Insurance and the Special Conditions of Indemnity Insurance**.

This service shall be provided as an outsourced activity by the Insurer, in cooperation with an external service provider (Europe Assistance Magyarország Kft., Dévai utca 26–28, H–1134 Budapest, Hungary) In the event that the contract concluded by and between the Insurer and the external service provider partner is terminated for any reason, the Insurer shall be entitled to terminate this rider in a manner derogating from the general rules of termination, subject to pro-rata premium refund as necessary.

I. THE INSURED AND THE POLICYHOLDER

1. For the purposes of this rider, the **Insured** can be the natural persons who qualify as residents¹ and specified in section I.3.1. a) and 3.2. b), c), and e) of General Terms and Conditions, who are specifically listed by name in the policy, and who have not completed 71 years of age at the time of contract conclusion.
2. **The circle of Insured excludes:**
 - a) those who do not have a valid general health insurance throughout the whole period of the travel,
 - b) those who complete uninterrupted and continuous foreign service exceeding the period of one year, and the families thereof,
 - c) those habitually residing abroad.
3. The **age** of the Insured shall be calculated by the Insurer **by deducting the Insured's year of birth** from the year of the technical commencement of the policy (Section IV.1. of the General Terms and Conditions), or in case of reporting changes, **from the year included in the date of the first day of the policy year**.
4. Luggage insurance claims included in the insurance contract and due to be received by the Insured while still alive shall be reimbursed to the Insured by the Insurer.
In the event of the Insured's death, the sum insured for luggage insurance is due to be received by the heir(s) of the Insured.

II. TRAVEL INSURANCE PREMIUM, COMMENCEMENT, TERM AND TERMINATION OF RISK BEARING

1. The annual premium for this service shall be specified in the insurance proposal/policy.
2. **The Insurer shall stipulate a waiting period of 15 days as from the date of submitting the proposal (section II.7. a–d) of the General terms and conditions) – and in case of specifying a new Insured party, as from the date of the request of extension of coverage for the person newly insured. Should the insurance event occur to the Insured during such waiting period, the Insurer shall not be obliged to pay the sum insured.**
3. Risk bearing of the Insurer shall only be valid outside the territory of Hungary (section III.); in case of a continuous stay abroad, **for a maximum of 20 days starting on the first day of the travel**.
In case the insurance contract was concluded during the stay abroad of the Insured (meaning that the Insured did not stay in Hungary at the time of concluding the contract), risk bearing by the Insurer shall not hold for the period concurrent with the time of contract conclusion.
4. In the event of the death of the Insured, the insurance policy shall terminate in regard to the person deceased. The Insurer shall reimburse the pro-rata amount of the insurance premium paid as from the day following the day of the decease. If the deceased is the Policyholder himself/herself, the premium is reimbursed to the beneficiary, and in the absence thereof, to the heir.

1. *A natural person who has – or may dispose of – a valid certificate of personal identification (personal ID certificate) issued by a Hungarian authority; in case of individuals under the age of 14, an authority certificate of personal identification.*

III. GEOGRAPHICAL SCOPE OF THE INSURANCE

Risk bearing of the Insurer is in effect throughout the geographic territory of Europe. The present rider extends to the following territories without payment of an additional premium: Cyprus, the Canary Islands, Madeira, Malta, and the entire territory of Russia, Georgia, and Turkey.

IV. INSURANCE EVENTS

1. **Illness**

Death or any unplanned, unexpected, and unfavourable change in the health conditions of the Insured, which requires immediate medical assistance and which is independent of the Insured's will. Medical interventions and examinations regarding pregnancy and obstetric care or deliberate termination of pregnancy also qualify as such events, provided that the Insured had no prior knowledge of it before the travel and the reason justifying the intervention/examination was unforeseen.

2. **Accident**

A single, unplanned, and sudden outside impact on the human body (mechanical, electronic, or chemical), which results in injury, poisoning or other bodily harm showing symptoms of immediate clinical, anatomic, and functional damage and require acute specialized care. The incurred injury (damage) provenly and immediately results from the accident and causes death, or temporary or permanent damage to health.

3. **Luggage loss**

Any damage to the luggage or clothing items owned by the Insured, carried by the Insured from their country of permanent residence, caused by natural disaster, theft or robbery during the travel or any personal harm caused by an accident of the Insured.

V. GENERAL EXCLUSIONS

1. **The Insured shall not be indemnified for any damage following the 20th day of travel.**

2. **The Insured shall not be indemnified for damages in the event that the Insured**

- a) **was not in Hungary during the time of contract conclusion or the reinstatement of the effect of risk bearing (section II.6.)**
- b) **is a foreign citizen.**

3. **The Insurer shall not provide services and shall not consider damage as an insurance event, should the damage occur in countries, which are categorized high-risk for war by the Hungarian Ministry of Foreign Affairs and Trade, and where, at the time of the Insured's travel, any of the following prevailed:**

- a) **acts of war, invasion, domestic or foreign hostilities or military operations similar to war (with or without a declaration),**
- b) **civil war, rebellion, insurrection, civil strife,**
- c) **military uprising, military aggression,**
- d) **revolution.**

In the event that the above events occurred following the arrival of the Insured to the country, the Insurer shall indemnify the Insured for personal damage if it occurred within 14 days after the commencement of the above events and if the Insured was not an active participant of the above actions.

4. **In regard to terrorist acts the Insurer shall not reimburse any costs except form the following:**

- a) **emergency medical treatment up to 10,000 EUR per Insured**
- b) **medical evacuation of the injured up to 3,000 EUR per Insured**
- c) **repatriation of the body up to 3,000 EUR per Insured**

5. **The Insurer shall not provide services and shall not regard events as insurance events in case they partially or fully arise from ionizing radiation or nuclear energy.**

6. **The following actions taken by or on behalf of any government or authority do not qualify as insurance events:**

- a) **confiscation,**
- b) **seizure,**
- c) **nationalization,**
- d) **demolition.**

7. **Workplace accidents as specified by Hungarian law do not qualify as insurance events.**

8. **The Insurer shall not indemnify for damages relating to epidemics. Epidemics are subsequent infectious or contagious diseases included in WHO's Phase 5 or Phase 6 (pandemic) alert issued for the given countries.**

9. **The Insurer shall not indemnify for damages resulting from the violation of personality rights or any compensation resulting thereof.**
10. **The Insurer shall not indemnify for damage caused by medical malpractice and shall not regard them as insurance events.**
11. **The Insurer shall not provide services and shall not regard as insurance events accidents occurring at sporting events and competitions if the Insured participated in them as a competitor. Insurance events occurring during the Insured's training or preparation for such events are also excluded.**
12. **The Insurer shall not provide services and shall not regard as insurance events accidents occurring during the following sports activities:**
 - a) **any type of aerial sport,**
 - b) **any sport done with a motor vehicle on land or water,**
 - c) **scuba diving exceeding 18 metres in depth,**
 - d) **caving,**
 - e) **mountaineering,**
 - f) **rock climbing,**
 - g) **skiing, snowboarding or sledging outside the area designated for the general public,**
 - h) **riding bicycles outside the designated bicycle roads or bicycling on roads by violating the traffic code,**
 - i) **hiking with special equipment (ropes, ice picks, crampons),**
 - j) **hiking off the designated paths,**
 - k) **other sporting activities demanding a high level of expertise, preparation or experience.**
13. **Independently from the exclusions above, the Insurer bears risk in case of**
 - a) any occasional sportlike activities which constitute part of a service, which require no preliminary skills or preparation, which occur in an organized framework with the cooperation of a skilled guide or escort, and which the Insured participates in as a paying customer,
 - b) scuba diving, in case the following conditions are fully met:
 - The dive is compliant with the prevailing diving regulations of the Hungarian Divers Federation.
 - The Insured is above 8 and under 71 years of age at the event of the dive.
 - The dive complies with special local regulations.
 - The dive complies with special regulations of the diver training standards completed by the Insured.
 - The dive complies with the qualification of the Insured as specified by Hungarian regulations.
 - Compressed air is used as breathing gas during the dive.
 - The depth of the dive does not exceed 18 metres, it requires no decompression stops, and continuous and straight ascent is ensured at all times during the dive.
 - The dive does not require special attention. Special attention is required in closed spaces (holes, caves, wrecks, underwater structures, areas under ice), in flowing water, during the application of a towing device, bad or zero visual conditions, in and around wrecks, in cold (below 10 degrees) or hot (over 32 degrees) water.

VI. EXEMPTION OF THE INSURER

The Insurer is exempt from its obligation of indemnification in the event that it is proved that

- a) **the insurance event was caused by a change in the behaviour of the Insured induced by alcohol or drug abuse, medication overdose or inappropriate use of medication adverse to the doctor's orders.**
- b) **the insurance event occurred due to deliberate, illegal or reckless behaviour of the Insured. Neglecting compulsory vaccinations specifically qualifies as reckless behaviour.**
- c) **the insurance event occurred in relation to the suicide attempt or premeditated self-harm of the Insured.**

VII. HEALTHCARE ASSISTANCE

1. Sum Insured

Within the Insurer's risk bearing the insurance provides coverage up to a maximum amount of

- **EUR 20,000** (or any other currency equivalent thereto) per insurance event related to **illnesses**,
- **EUR 20,000** (or any other currency equivalent thereto) per insurance event related to **accidents**.

The above sum is reimbursed by the Insurer if the Insured, its trustee or the institution or physician providing treatment has requested medical assistance service from the service partner of the Insurer, or, if it's not possible, informed the service partner of the Insurer at the earliest possible time after having overcome the obstacles and received the permission of the service partner to use such assistance services.

2. Reporting the Insurance Event

Claims must be recorded via THE NON-STOP EMERGENCY LINE OF THE ASSISTANCE SERVICE (+36-1-883-4600).

Should such reporting fail or delay due to reasons beyond the control of the Insured and the services used are not arranged and approved by the service partner of the Insurer, the Insurer shall reimburse the incurred costs up to a maximum of EUR 670.

During claim settlement, the Insured must

- a) inform the Assistance service on any fact and data related to the claim event without delay, or within the period of 24 hours if possible.
- b) prevent or reduce the damage as much as possible and follow the instructions of the Assistance service during the course of actions.

3. The Health Insurance Service of the Insurer

3.1. Following a phone call received by the partner of the Insurer (telephone number of the service provider partner: **+36-1-883-4600**), the Insurer shall provide healthcare assistance services to the Insured and shall assume the healthcare costs incurred under the terms and conditions detailed below if the Insured gets ill or suffers an accident abroad during the policy term.

3.2. The Insurer shall provide these services only in an emergency. An emergency shall mean that the absence of immediate medical care is expected to endanger the life and/or the bodily integrity of the Insured, or it would cause an irremediable damage to the health status and/or the bodily integrity of the Insured, or the Insured needs urgent medical care on the basis of his/her disease symptoms (loss of consciousness, bleeding, any acute infectious disease, etc.) or consequent to an accident or a sudden serious health impairment.

3.3. The service provider partner of the Insurer shall:

- send a healthcare provider to the Insured's location within the shortest time possible or informs the Insured about the address of a doctor (in this case the Insured or an assignee thereof must phone the Insurer, specify the name of the Insured, policy number, phone number, and exact address where the doctor's presence or address is required);
- ensure or make arrangements for the Insured's further medical care, if need be;
- make arrangements to transport the Insured to a doctor or hospital in case of immobility, by using a means of transportation which suits the nature of the Insured's state the best.
- in case of medical treatment in a hospital:
 - transport the Insured to Hungary as soon as the state of the hospitalized patient allows, if required, accompanied by a physician or nurse, and ensure admission thereof to a suitable medical facility instead of providing treatment abroad. The date and manner thereof shall be specified by the Insurer on the basis of previous coordination with the attending physician/healthcare institution.
 - The Insurer shall keep continuous contact with the attending physician/healthcare institution, undertaking to inform a relative (§ 8:1. of the Civil Code) of the Insured on the status of the Insured on a regular basis.

3.4. Insurance services:

- emergency medical examination;
- emergency medical treatment;
- emergency hospital treatment for a maximum of 30 days (the Insurer reserves the right to assume the costs of hospital treatment abroad until, following discussions with the attending physician, the patient's state of health allows transfer to Hungary for further medical treatment);
- urgent operation/intensive care;
- subsequent reimbursement of the costs of medication purchased as prescribed by the doctor, evidenced by an original invoice;
- renting prosthetics, crutches, wheelchairs, and other medical equipment and devices as prescribed by a doctor;
- replacement of glasses as prescribed by a doctor by reason of an accident also causing a personal injury and recorded to require medical care, up to the limit amount of 100 EUR;
- urgency dental care exclusively, local analgesia, for a maximum of two teeth up to the amount of 120 EUR per tooth, for the costs of reasonable and justified general care without choosing an attending medical specialist, taking into consideration the average medical fares valid at the place of the service.
- In the event that the Insured must be transported to Hungary from the location of the accident/illness or subsequent to the treatment by ambulance, helicopter, airplane or by any other special or traditional means of transportation, such service shall be included in the services of the Insurer within the amount of the sum insured.

4. As regards the insurance event, the Insured shall exempt the physician performing the examination or treatment from medical secrecy towards the Insurer, its service provider partner or any assignee thereof.

4. Healthcare insurance shall not provide coverage for the following:

- a) **any treatment or purchase of pharmaceuticals which is justified by a former state of health or another reason concluded therefrom. A former state of health**
 - **required medical treatment or a treatment was recommended by a physician; or**

- required the prescription or administration of medication; or
 - was detectable and resulted in symptoms on the basis of which a person acting with reasonable care would have sought for diagnosis, care or treatment prior to the effect of present insurance;
- b) any service unnecessary for the purpose of diagnosis or treatment;
 - c) any service not required by an acute disease or accidental injury;
 - d) any additional costs of hospital treatment exceeding the justified and regular costs in the country where the Insured used such service;
 - e) any additional costs of hospital service arising from the fact that although it could have been feasible medically, by reason of the Insured's decision the Insurer could not transport the Insured (not even in a special manner) to Hungary for further treatment;
 - f) in the event that the Insured or their assignee or the institution/attending physician providing care did not request approval by the Insurer within the shortest time possible for healthcare services, any costs exceeding EUR 670, if claims exceed the above limit amount;
 - g) the costs of transport home without the approval of the Insurer;
 - h) any surgery possible to be postponed after returning home without exceeding an expectable and reasonable risk level;
 - i) follow-up treatment, rehabilitation;
 - j) treatment of psychiatric and psychological illnesses;
 - k) treatment and care provided by a relative;
 - l) cosmetic surgery or treatment in relation thereto;
 - m) pregnancy care;
 - n) not urgent medical examination and treatment;
 - o) physiotherapy, acupuncture, treatment provided by a homeopathic doctor or chiropractor or medical/hospital treatment necessitated for a reason imputable thereto;
 - p) vaccination;
 - q) routine check-ups and screening tests;
 - r) sexually transmitted diseases;
 - s) treatments not supported by Hungarian social security,
 - t) treatment of skin burns caused by solariums,
 - u) diseases of acquired immune deficiency (AIDS) or illnesses in relation thereto;
 - v) contact lenses, hearing aids, glasses (an exception in case of glasses is an accident involving personal injury);
 - w) the costs of medical care in case of accidents occurring during the course of physical work;
 - x) treatment of more than two teeth;
 - y) definitive dental care, orthopaedic care of the jaw, orthodontia, periodontology treatment, plaque removal, root canals, prosthetic dentistry, dental crowns, bridges, prosthesis preparation and repairs;
 - z) additional costs of hospitalization in a one-bed or two-bed hospital room.

VIII. OTHER TRAVEL ASSISTANCE AND INSURANCE

In the event that the Insured was entitled to the healthcare services described in Clause VIII and used them as well, the Insurer shall provide the following supplementary services:

1. Visit to the Patient

In the event that the patient is in a life-threatening condition or is forced to be hospitalized for a period of time exceeding 10 days, the Insurer shall assume the return travel costs (by the decision of the service partner of the Insurer: fuel costs of own vehicle, 2nd class train and economy class airplane tickets) of a person with a registered address assigned by the Insured and it shall arrange for hotel accommodation and assume the costs thereof for a maximum of 4 nights up to the amount of EUR 50 per night.

The Insurer shall only reimburse the costs of such visit to the patient following the approval of the service provider partner of the Insurer.

2. Payment of Phone Costs

If, during the stay abroad, the Insured receives emergency hospital care exceeding 48 hours and can provide evidence thereof by a final hospital report, the service provider partner of the Insurer shall assume the costs of the phone calls of the Insured initiated from the hospital to relatives within Europe, up to the limit amount of EUR 80, as evidenced by an invoice.

3. Extension of Stay

In the event that the **Insured** must extend his/her stay abroad after being released from the hospital (in a medically justified case or if return travel to Hungary is feasible only at a later date), the partner of the Insurer shall make arrangements and pay for hotel accommodation **for a maximum of 4 nights, up to the limit amount of EUR 50 per night**.

The service partner of the Insurer shall undertake the arrangement of hotel accommodation of a relative travelling with the Insured and assume the costs thereof **for a maximum of 4 nights, up to the limit amount of EUR 40 per night** during the hospital stay of the Insured, or in the event that the Insured needs to extend their stay following release from hospital. The service partner **shall also make arrangements and assume the costs of travel home** together with the Insured.

The Insurer shall not indemnify for the costs of stay abroad unless approved by the service partner of the Insurer.

4. Emergency Evacuation of Children

In the event that, as a result of an accident, illness or death of the Insured, a child under 14 years of age travelling together with the Insured is left without supervision, the service provider partner of the Insurer shall **make arrangements and assume the return travel costs of a relative** with a registered address in Hungary to accompany the child home.

In the event that the Insured – or a next of kin available and living in Hungary – does not name such a person, the service provider partner of the Insurer shall make arrangements to transport the child home and accommodate the child while simultaneously notifying the next of kin of the child as evidenced.

The Insurer shall not indemnify for the costs of emergency medical transportation unless it is approved of by the service provider partner of the Insurer.

5. Repatriation of the Body

In the event of the death of the Insured, the service provider partner of the Insurer shall make arrangements and assume the costs of repatriation of the body.

The Insurer shall not assume the costs of repatriation unless it is previously approved of by the service provider partner of the Insurer.

6. Premature Return Due to Death or Illness

In the event that a **close relative** of the Insured living in Hungary **dies or is in a life-threatening condition**, and the service provider partner of the Insurer is notified thereof by enclosing official documents (by faxing or emailing the certificate of the attending hospital physician), the service provider partner of the Insurer shall **make arrangements and assume the cost of a premature return of the Insured to Hungary up to a maximum amount of EUR 170**.

The Insurer shall not assume the costs of travel home unless it is previously approved of by the service provider partner of the Insurer.

7. Notification

The Insurer undertakes to promptly notify the person specified by the Insured in the event that the service provider partner of the Insurer is notified or informed of any accident/illness of the Insured.

IX. LUGGAGE INSURANCE AND REPLACEMENT OF TRAVEL DOCUMENTS

1. Luggage Insurance Coverage

Coverage shall extend to the Insured's luggage and clothing items taken abroad from Hungary in respect of

- burglary or robbery;
- damage or destruction as a consequence of a personal injury (the occurrence of personal injury must be evidenced by a certificate of the attending physician/institution abroad);
- damage or destruction as a consequence of a natural disaster **up to the limit amount of HUF 150,000 per insurance event**, but maximum up to the value of the actual damage.

2. **Luggage loss must be promptly reported to the competent police headquarters or other authority** or, depending on the circumstances of the claim event, to the transport company or the hotel. It must be requested that records be drawn up about the circumstances of the case and about the results of any procedure. Such records must include an itemized list of the luggage and clothing stolen, indicating the amount of loss as well.

3. In the case of appropriation from **the boot of a car locked and protected against insight**, the amount of indemnity shall be **HUF 75,000 per insurance event**, but a maximum of the value of the actual damage.

4. Insurance Coverage Shall Not Extend to the Following Objects:

- a) **jewellery, precious metals;**
- b) **works of art, art collections;**

- c) cash or cash supplements (e.g. bank or credit cards, vouchers and coupons, ski passes, etc.);
- d) deposit books, other securities;
- e) travel tickets, documents (except for passport, driving license, traffic license);
- f) fine furs;
- g) bicycles, sports equipment;
- h) technical equipment and accessories checked in for flights;
- i) working tools;
- j) musical instruments; and
- k) technical equipment exceeding the individual replacement value (original purchase price) of HUF 50,000.

5. **Insurance Coverage Shall Not Extend to the Following Events:**

- a) losing, leaving, abandoning, and dropping luggage and theft of unattended objects;
- b) if luggage is misappropriated from the passenger compartment of a vehicle or from a trailer covered by canvas (not by a metal plate);
- c) claim events at premises not locked or left unattended;
- d) theft during the course of camping, unless camping takes place inside an area designated by the authorities;
- e) if the Insured does not act with the generally expectable due care upon the occurrence of an insurance event;
- f) if the Insured provides false data in connection with the claim event.

6. **Indemnification for Loss of Travel Documents**

The service provider of the Insurer shall indemnify for the replacement costs of a lost or stolen passport, driving license, and traffic license during the Insured's travel abroad as evidenced by records and invoices, **up to a limit amount of maximum HUF 20,000 per insurance event**. This amount shall be charged **on the sum of the luggage insurance**.

7. **Reporting Luggage Loss or Damage**

- 7.1. **Theft or robbery damage must be reported to the police or other authorities, where minutes are to be taken. In the event of any hindrance of the Insured, reports must be made without delay after such hindrance ceased.**
- 7.2. Claims must be reported **on the phone number of the service provider partner of the Insurer: +36-1-883-4600**.
- 7.3. If so required for enforcing the claim, the service provider partner of the Insurer shall reimburse the **translation costs** of the Insured's records drawn up abroad, as evidenced by the original invoice, up to a limit value of **5,000 HUF** per insurance event.

X. CLAIMS SETTLEMENT INFORMATION

1. **It is the task of the Insured:**

- **to inform the service provider partner of the Insurer about all the facts and data in relation to the event of loss or damage;**
- **to prevent or reduce the damage as much as possible and to follow the instructions of the service provider partner of the Insurer in the course thereof;**
- **to report the claim within 15 days upon arriving home, also fulfilling the obligation of reporting as regulated in the contract;**
- **to authorize the service provider partner of the Insurer to perform any investigation into the causes of the loss event, the volume of loss and the amount of indemnity.**

2. In the event that the Insured used healthcare assistance services and as a result thereof, the service provider partner of the Insurer made arrangements to assume costs, the attending medical or treatment facility (or person) shall submit the invoice and the insurance policy or a copy thereof directly to the partner of the Insurer.

3. In the event that the Insured settled the payment of medical care on the spot after reporting the insurance event as required, the amount shall be reimbursed in accordance with the currency provisions currently in effect **by the service provider partner of the Insurer**, following the Insured's return to Hungary.

4. **The costs of healthcare services used without previous approval shall be reimbursed up to a limit amount of maximum EUR 670.**

5. **Documents to Be Submitted**

The party requiring fulfilment of the insurance contract (Insured, Beneficiary) shall provide access to the following instruments, documents, and certificates for the service provider partner of the Insurer as required for the assessment of the service obligation of the Insurer not later than 8 days after obtaining them:

5.1. Necessary documents for all services:

- a) the completed claim report in regular use by the Assistance service provider
- b) certification of insurance validity (for each event of loss or damage)
- c) description of the insurance event by the Insured
- d) invoices raised during the insurance events
- e) reports in relation to the insurance event drawn up by the police or other authorities, recorded at the scene of the event
- f) documents of expert opinions in relation to the insurance event
- g) documents evidencing the starting and finishing date of the Insured's travel
- h) a statement on the existence of multiple insurance (section 6.3).

5.2. Necessary documents for medical services:

- documents evidencing the validity of general health insurance
- the entire documentation, diagnosis, medical description, and final report to evidence the urgency of care
- original invoices of the costs of medical care and pharmaceuticals
- GP's documentation on illnesses prior to the travel abroad
- report of the insurance event in case of insurance events occurring during chargeable services (chapter 6),

5.3. Necessary documents for visiting patients:

- original copy of invoices of travel costs,
- original copy of invoices of the accommodation costs,
- original copy of invoices of fuel costs.

5.4. Necessary documents for reimbursement of phoning costs:

- the original, detailed copy of phone bill.

5.5. Necessary documents for an extended stay:

- original copy of invoices of travel costs,
- original copy of invoices of accommodation costs,
- original copy of invoices of fuel costs.

5.6. Necessary documents of emergency evacuation of children:

- original copy of invoices of travel costs,
- original copy of invoices of fuel costs.

5.7. Necessary documents for luggage loss or damage:

- detailed records of the transport company
- itemized records of the airline evidencing the fact of the loss event and the amount of loss
- documents certifying the amount of indemnity paid by the airline
- flight tickets
- luggage tags
- report by the hotel
- original receipts of purchase of the objects itemized
- in case of technical equipment, the original receipts of purchase, indicating the name of the Insured
- other documents required to enforce the claim
- invoices to certify the replacement of travel documents.

6. Invoiced Costs

6.1. Invoiced costs shall be assumed by the Insurer solely up to the limit amount per insurance event within the given service. The amount of value added tax shall be reimbursed only if an invoice specifically indicating the exact amount of value added tax or an invoice allowing for the exact calculation thereof is raised.

6.2. The Insurer shall reimburse costs only if the services arranged by the Assistance service provider were used or after discussion with the Assistance prior to using the services.

If services arranged by or approved of the Assistance service provider were not used for reasons imputable to the Insured, the Insurer is not obligated to reimburse costs above the amount of EUR 670 per Insured and per insurance event.

6.3 If the insurance event is insured by more than one Insurer independently (multiple insurance), the Insured may file a claim to one or all of these policies. In case the Insured submits a claim to Aegon Insurer, the Insurer shall provide coverage within the extent of the sum insured specified in the policy according to the General Terms of present insurance. The Insurer holds the right to claim proportionate indemnification towards other Insurers. **The Insured is obliged to make a statement on the presence of multiple insurance, claims, and costs already reimbursed.**

6.4 The Insurer provides reimbursement in Hungarian forints or, in case of Assistance services, in kind.

XI. SUMMARY OF SERVICES

| Services | Maximum sum insured per Insured persons per one unit of travel insurance rider |
|--|--|
| Medical care in case of illness or accident | EUR 20,000 |
| Repatriation of the body | EUR 3,000 |
| Using services without the prior approval of the service provider | max EUR 670 |
| Emergency assembling of spectacles (due to an accident involving personal injury) | EUR 100 |
| Emergency dental care (analgesic treatment) | EUR 120/tooth |
| Extended stay due to hospitalisation (justified by health conditions) | 4 nights, EUR 50/night |
| Patient visit by a relative | 4 nights, EUR 50/night |
| Telephone costs | EUR 80 |
| Premature return due to illness or death of a relative | EUR 170 |
| Emergency evacuation of children | no limit |
| Luggage loss or damage | HUF 150,000 |
| Replacement of travel documents (within luggage loss or damage) | HUF 20,000 |
| Misappropriation from a vehicle | HUF 75,000 |
| Translation costs of documents (in compliance with section XII. 2.3.7 of the General Terms and Conditions) | HUF 5,000 |

Aegon OKÉ Home Insurance

Special Terms and Conditions of Coverage for Cars and Motorcycles Stored in a Garage (Vehicle Insurance Rider)

In return for additional insurance premium payment, Aegon Magyarország Általános Biztosító Zrt. (hereinafter the Insurer) undertakes to indemnify the Insured, under these terms and conditions, for losses incurred in cars and motorcycles stored in a garage at the primary location of risk bearing of the real property, caused by insurance events under these terms and conditions, up to the sum insured specified in the policy.

The present rider is only valid jointly with the General Terms and Conditions of OKÉ and the Special Conditions of Indemnity insurance.

I. INSURANCE EVENTS

Insurance events shall include damage to passenger cars and motorcycles stored in the insured garage(s)¹ of the building and/or ancillary building at the primary location of risk bearing, if damage is caused by basic insurance events specified in the Special Conditions of Indemnity insurance (IV.1.) or water loss insurance events (IV.2.2.). The Insurer also indemnifies the Insured for damage caused by attempted theft of or breaking into cars and motorcycles in the insured garage.

II. INSURED PARTIES

Insured Parties of the present rider include persons who qualify as customers as specified in sections I.3.1. a) and 3.2. b–c) and e) of the General Terms and Conditions.

III. INSURED PROPERTY

By virtue of this insurance, property insured shall include passenger car(s) or motorcycle(s) with registration numbers owned by the Insured Parties as evidenced by the respective vehicle registration certificate, as well as any components and spare parts thereof built in by the manufacturer or subsequently and not prohibited by law.

1. In each case, insurance coverage shall only come into effect after loss settlement based on motor hull insurance (Casco) taken out from any Insurer and shall only cover the events not covered thereby, up to the sum insured specified in the home insurance policy.

IV. LOSSES NOT COVERED SHALL INCLUDE THE FOLLOWING:

- a) **The Insurer shall not provide indemnification for losses that may be received by the Insured on the basis of any other insurance policy or from any other source as evidenced, regardless of the fact from which Insurer such policy is taken out (e.g. Casco/any liability insurance).**
- b) **The Insurer shall not provide indemnification for losses incurred in the property insured for reasons other than those included in the terms and conditions of the main policy and water loss policy covered by premium.**
- c) **Losses incurred in relation with the effectual theft (arbitrary appropriation) and robbery of the vehicles insured shall not be indemnified.**
- d) **Losses incurred by the effectual breaking into cars or motorcycles and the appropriation of properties stored therein shall not be indemnified if the unauthorized person accessed the garage used for storing the vehicle without breaking in.**
- e) **In case of fire or explosion, damage to the car or motorcycle where such fire or explosion has arisen – as evidenced by the competent authority – shall not be indemnified.**
- f) **Coverage shall not extend to the Insured's rented, borrowed or leased cars or motorcycles, nor to the vehicles of subtenants, visitors, and guests, and nor to motorcycles without registration numbers.**
- g) **Losses in cars parked at the location of risk bearing but other than in a garage or places qualified to be buildings or in the open air shall not be indemnified.**

V. INSURANCE SERVICES

- a) The services of the Insurer shall be limited to the sum insured as specified in the policy per claim event.
- b) Parties injured having a Casco insurance taken out from any Insurer shall be indemnified for any unpaid deductibles due to an insurance event specified in this policy
- c) The Insurer shall pay for costs incurred, as evidenced, for average component prices in Hungary and for reinstatement according to average work charges, by taking into consideration the principles of depreciation.

¹. *The premises serving for storing cars must be closed for protection from external weather conditions.*

- d) If the damaged component can be repaired, the cost of repairs; if it cannot be repaired then the cost of replacement shall be paid.
- e) If such component or accessory cannot be repaired, the basis for specifying the amount of indemnity shall be the average consumer price of a new component or accessory distributed domestically, as reduced by the percentage rate of wear and tear (depreciation).
- f) In case of total loss, the value of the vehicle – as reduced by the residual value at the time of the claim event – shall be paid.
- g) The Insurer shall not be obligated to take over the residues of the vehicle (wreck).
- h) The Insurer shall only be obligated to pay the amount of total loss after deducting the residual value based on the value at the time of the claim event if reinstatement of the damaged vehicle is uneconomical, meaning the expected cost of its reinstatement reaches 70% of its value at the time of the claim event.
- i) The value of the vehicle at the time of the claim event shall be the amount in return for which the party injured may get a vehicle of the same value of use; however, the amount of benefit may not be higher than the used price of the vehicle concerned as indicated in the Hungarian Eurotax programme or catalogue valid as at the date of the claim event.
- j) The Insurer shall indemnify for the costs of the paintwork of the surfaces damaged by the claim event, according to the respective repair technology. The paintwork of the entire car body shall be paid if the part damaged exceeds 70% of the entire external surface.
- k) The Insurer shall only pay for any airbags and their accessories damaged in relation with a claim event in return for an invoice issued by a brand service in Hungary according to the vehicle type.

VI. THE FOLLOWING SHALL NOT BE INDEMNIFIED BY THE INSURER:

- a) **depreciation in the vehicle;**
- b) **any additional costs of supplementing the damaged vehicle by another vehicle (e.g. rented car);**
- c) **any additional costs incurred due to loss of vehicle use (e.g. profits lost);**
- d) **vehicle cargo and the movables stored therein (except for compulsory accessories and children's seats);**
- e) **charges for any inspections required by reason of vehicle reinstatement before putting the vehicle into traffic circulation again and any other costs of putting the vehicle into traffic circulation again;**
- f) **oil additives of propulsion, lubrication, power enhancement, wear reduction or fuel;**
- g) **any costs related to changes, power enhancement, quality improvement made on the vehicle in the course of reinstatement, and to repairs related to repairs due to wear and tear.**

Aegon OKÉ Home Insurance

Special Terms and Conditions of Motor Assistance Rider

In return for insurance premium payment, Aegon Magyarország Általános Biztosító Zrt. (hereinafter: Insurer) undertakes to provide assistance services as stipulated in these Terms and Conditions in case any of the motor vehicles owned by the Insured and covered by this contract are immobile or unserviceable.

Service shall be provided as an outsourced activity in cooperation with an external service provider (AI-Assistance Magyarország Szolgáltató Kft., Ady Endre út 53/B, H-1196 Budapest, Hungary). In case the contract between the Insurer and the external service provider is terminated for any reason, the Insurer shall be entitled to terminate this supplementary service by derogation from the general rules of termination, subject to a pro-rata premium refund as necessary.

This rider is only valid in conjunction with the General Terms and Conditions of OKÉ Home Insurance and the Special terms and Conditions of Indemnity Insurance.

I. INSURED PROPERTY

1. A motor vehicle insured under present contract
 - a) is owned by a natural person specified as Insured in Section I.3.1. a) and 3.2. b), c) and e) of the General Terms and Conditions, as evidenced by the vehicle registration certificate; or operated by the above in case of a leased motor vehicle (the Insured is indicated as operator in the vehicle registration certificate);
 - b) shall be a passenger car with a registration number stated in the insurance contract, which
 - c) shall have a valid Hungarian vehicle registration certificate and registration number; and
 - d) does not exceed the age of 15 years at the time of contract conclusion.
2. The Insurer defines the age of the car by deducting the year of production as per the vehicle registration certificate from the year of the technical commencement of the insurance (General Terms and Conditions, Section IV.1.), or in case of any change, from the year of the first day of the current policy year.
3. **Insurance cover for the vehicle ceases to exist in the insurance year when it reaches 16 years of age.**

II. COMMENCEMENT OF RISK BEARING

The Insurer stipulates a waiting period of 15 days starting on the day of the proposal (General Terms and Conditions Section II.7. a–d) or, in case of a newly insured vehicle, from the date the newly insured car was entered into insurance. The Insurer shall not be liable for providing services if an insurance event occurs during the waiting period in respect of any of the motor vehicles insured.

III. INSURED PARTIES AND PARTIES ENTITLED TO THE SERVICES

The Insured parties of present rider and therefore the parties entitled to use the service are:

- a) the driver of the vehicle (i.e. the owner of the insured motor vehicle (Section I.1.) or a person using the vehicle with the knowledge and permission of the owner), and
- b) its passengers (only up to the headcount authorized and prescribed by the manufacturer).

IV. INSURANCE EVENT

Motor assistance services are available if the motor vehicle is immobile, i.e. it is unable to operate due to any of the following reasons:

a) **Malfunction**

A sudden and unforeseen defect of the vehicle, including mechanical or electric failures, causing the immediate immobility of the vehicle, or an unexpected failure which endangers running safety or makes it impossible to lock the automobile (window lift, lock).

b) **Failure due to own fault or negligence**

Including without limitation: flat battery, lockout from the vehicle, lack of a spare tyre, jack or wheel-brace, locking the car key into the vehicle, obstruction due to deviating from a road of solid cover or by using a route unfit for traffic, running out of fuel or use of inappropriate fuel, neglecting maintenance, any unprofessional change rendered in the technical state of the vehicle, etc.

c) **Losses incurred by accident, burglary and damage**

Traffic accidents (e.g. collision, overturning, falling, explosion, etc.), as well as theft, break into or damage to a motor vehicle.

However, operations such as maintenance (regular or otherwise), vehicle inspection, restoration and procurement of components do not qualify as malfunction, nor any deficiencies of consignments required for maintenance.

V. TERRITORIAL SCOPE

Motor assistance services are available in Hungary, and also within the territory of Albania, Austria, Belgium, Bulgaria, Bosnia Herzegovina, the Czech Republic, Denmark, Estonia, Finland, France, Greece, the Netherlands, Croatia, Ireland, Kosovo, Poland, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Montenegro, Great Britain, Germany, Norway, Italy, Portugal, Romania, San Marino, Spain, Switzerland, Sweden, Serbia, Slovakia, Slovenia, Ukraine, the Vatican and the European area of Russia and Turkey.

VI. SERVICE

1. Roadside assistance

In the event of immobility, the service provider of the Insurer shall send a local repairman to the site as soon as possible: within 45 minutes nationwide (except for Budapest in case of traffic jams or closures), and within 2 hours in Europe (Section V) – who shall attempt to eliminate the failure not subject to warranty (e.g. flat tyre, battery problem, etc.) The party entitled shall be liable for lasting repairs at an authorized dealer service after the car is made roadworthy.

Assumption of costs includes site visit and repair charges. Any spare parts installed are to be paid by the client.

2. Transport by breakdown truck

If the vehicle is immobile and cannot be repaired on the spot, the service provider shall have it transported to the nearest authorized dealer service or one designated by the service provider of the Insurer. The service provider of the Insurer shall also make arrangements for transporting a caravan or trailer equipped with a standard trailer head of 50 mm diameter and towed by the vehicle broken down to the same service.

Assumption of costs includes site visit and mileage rates.

3. Storage

If, at the fault of the authorized dealer service, the vehicle is forced to be stalled for a minimum period of 8 hours in order to be transported to said service and requires safe storage, the service provider of the Insurer shall make arrangements for storage. Assumption of costs shall include storage of the vehicle for up to 3 days.

4. Abandoning the vehicle

The service provider of the Insurer shall take the passengers of the immobile motor vehicle to the nearest traffic junction (bus station, train station).

5. In case the repairs of the immobile motor vehicle are not expected to be completed on the day of the event of claim, the party entitled may select one and only one of the following services:

5.1. Replacement cars

The service provider of the Insurer shall arrange the delivery and handover of a replacement car in line with the Insurer's preferences as soon as possible.

5.2. Accommodation

The service provider of the Insurer shall make arrangements for accommodation in a 3-star hotel for a period of up to 3 nights near the service repairing the motor vehicle.

5.3. Further travel arrangements by coach or train

The service provider of the Insurer shall make arrangements for the parties entitled to travel home or continue their journey by train or coach. Assumption of costs shall include the train (2nd class) or coach travel costs of the parties entitled in the value of the costs of travelling home.

6. Providing assistance and emergency interpretation service by phone

If the rightful user of the vehicle faces a problematic situation abroad (Section V) and needs immediate interpretation, the service provider of the Insurer shall provide interpreting and assistance by phone.

7. Transferring messages

If requested by the driver, and if justified by the situation, the service provider of the Insurer shall transfer messages at its own expense between the driver and the Policyholder or a person duly specified (name, phone number).

8. Itinerary planning and travel consultancy

The service provider of the Insurer shall provide itinerary planning assistance within the framework of assistance.

Services shall be provided under local terms and conditions, by taking country-specific restrictions into consideration, particularly in terms of hotels and replacement cars.

VII. EXCLUSIONS AND EXEMPTIONS

1. **The following do not qualify as insurance events:**
 - a) **participation in, preparation and training for, a car race;**
 - b) **if the party entitled uses services without the previous approval of the service provider of the Insurer.**
2. **The Insurer shall not indemnify for the following, even if an insurance event occurs:**
 - a) **costs of the final restoration of the vehicle;**
 - b) **loss of or damage to the vehicle covered by other insurance policies (CASCO motor hull insurance, third party liability coverage);**
 - c) **finances and penalties imposed in connection with the loss and any costs associated therewith;**
 - d) **replacement or repair costs of possessions transported in the motor vehicle and in the caravan or trailer (boat, motorcycle, bicycle, other sports or camping equipment, pets, nondurable goods, furniture, construction materials, etc.);**
 - e) **damage to or loss of profit of the possessions transported in the vehicle insured, caused by any of the insurance events, as well as any costs associated with the further transport and/or protection of the cargo.**
3. **Force Majeure exclusions**

The Insurer is not liable for providing services if an insurance event occurs due to civil war, national movements, acts of terrorism, uprisings, reprisal, and restriction of the freedom of movement of individuals or of the turnover of goods, strikes, natural disasters, nuclear fission, earthquakes, ionizing radiation, radioactive contamination or other acts of greater force.

VIII. ELIGIBILITY CRITERIA

The service provider of the Insurer operates a live-voice 24/7 phone-in information and assistance service (+36-1-483-2555) under the name **Aegon Assistance**.

Should an insurance event occur, the party entitled must take the following measures:

1. **The party entitled must phone the 24/7 phone-in customer service of the service provider of the Insurer immediately. The Insurer shall not indemnify for the costs of services not previously reported and approved.**
2. If requested by the Insurer, the party entitled is obligated to provide the information required and to allow verification of the content of such report and information. Data to be reported include the following without limitation:
 - Policyholder's name and address;
 - contract ID number (policy number) of home insurance;
 - registration number and year of production of the insured vehicle broken down;
 - make and type of motor vehicle;
 - contact data of the party entitled (phone number, etc.);
 - information on the circumstances of the loss or damage event;
 - exact location of the loss or damage event and whereabouts of the vehicle insured and of the Insured persons if necessary;
 - particulars of the parties concerned in case of requesting services associated with persons (travel, accommodation).
3. Based on the terms and conditions, the call center shall decide and provide information on the services available to the party entitled. In order to perform the service, the party entitled shall be required to accept one of the services proposed.

If the party entitled requests further associated services by reason of circumstances not yet known at the time of reporting, permission through the call center shall be required for these services as well.
4. If the service provider of the Insurer coordinates assistance, the party entitled shall be obligated to act as agreed with the service provider or the collaborating partner assigned thereby (e.g. waiting for the transport vehicle on the spot).
5. In case, with the prior approval of the service provider of the Insurer, the party entitled arranges for executing the service available and approved by the service provider, the Policyholder shall be required to deliver any and all documents and certificates (invoices, tickets, etc. issued for the name of the Insured) evidencing the occurrence of the insurance event to the Insurer as required for clarifying circumstances and for establishing the payment obligation of the Insurer by indicating the registration number of the vehicle insured and the date and time of the loss occurrence in order to enforce the claim for indemnification.
6. **Payment obligation by the Insurer shall not take effect if the party entitled**
 - **fails to report or inform or acts with delay;**
 - **uses a service not approved by the Insurer or its service provider;**
 - **conceals substantial data and circumstances in terms of the service; or**
 - **provides false information and therefore substantial circumstances become impossible to investigate.**

IX. LIMIT AMOUNTS OF ASSISTANCE SERVICES

The Insurer undertakes to indemnify for the services specified in these Terms and Conditions up to the following limit amounts:

| | Limits per Event | |
|--|-------------------------------------|----------------------------------|
| | Domestic (Gross) | Abroad (EUR) |
| Roadside repairs | HUF 20,000 | EUR 200 |
| Transport by breakdown truck, storage | HUF 50,000 | EUR 200 |
| Abandoning the car + Further travel arrangements to go by coach or train | HUF 30,000 | EUR 200 |
| Accommodation* | HUF 10,000 /night, max. 3 nights | EUR 150 /night, max. 3 nights |
| Assistance and emergency interpreting by phone | service | service |
| Loss of key, lock opening and repair | HUF 20,000 | EUR 150 |
| Replacement vehicle* | HUF 14,500 /day, max. 3 days | EUR 150 /day, max. 3 days |
| Itinerary planning and travel consultancy | service | service |
| Message transfer | service | service |

In case the costs incurred exceed the sum stated in these Terms and Conditions, any costs in excess shall be borne by the party entitled when using the service.

In case an insurance event occurs abroad and the service costs are to be paid in foreign currency (Section VI.5), the Insurer shall take into consideration the medium exchange rate specified by the National Bank of Hungary on the date of loss when determining the sum of the services. During the course of data coordination, the Insurer shall be obliged to indicate the medium exchange rate.

Aegon OKÉ Home Insurance

Special Terms and Conditions for Home Assistance Rider

Aegon Magyarország Általános Biztosító Zrt. (hereinafter: Insurer) undertakes that in conformity with the present terms and conditions, in exchange for an insurance premium payment the “Household Doctor” hotline shall stand available to receive telephone calls from Insured parties every day of the year 24 hours a day, and shall grant the services as stipulated in the contract.

The present rider is only valid jointly with the General Terms and Conditions of Aegon OKÉ Home Insurance and the Special Conditions of Indemnity Insurance. As regards issues not regulated herein, such issues shall be governed by the stipulations of Act V of 2013, the Hungarian Civil Code.

The service shall be provided as an outsourced activity by the Insurer through an external service provider. Should the agreement between the Insurer and the external service provider be terminated for any reason before the policy anniversary, the Insurer shall acquire the right to terminate the present supplementary service by way of exceptional termination with pro-rata return of the premium.

I. INSURED PARTIES

The Insured Parties of the present rider shall be the Insured as stipulated in Clause I.2 of the Special Terms and Conditions of Indemnity insurance.

II. SERVICES

1. Emergency Pprevention

The Insurer undertakes to organize emergency prevention and other household assistance (rapid help) in the form of repair services and those provided by contractors, primarily in the following crafts and trades:

- plumber, gas- and heating-fitter
- roof tiler
- glazier
- electrician
- fixing plugged drains
- lock repairer
- locksmith.

Emergency prevention shall qualify as any unexpected failure or damage in the insured building or building engineering – or an unexpected external mechanical impact –, which requires immediate intervention in order to prevent any possible further damage or the risk of an accident, provided that such emergency can be prevented by craftsmen with any of the qualifications listed in Clause II.1.

The Insurer shall establish the nature of the emergency on the basis of the telephone conversation pursued with the Insured.

If the emergency occurred

- is related to the risks specified by any terms and conditions of the insurance policy (e.g. broken pipes, glass breakage, damage to the roof), the present service shall be available on an unrestricted number of occasions;
- while emergencies that are not caused by an insurance event (e.g. door opened by an expert due to loss of keys consequent upon other than an insurance loss) shall be available once every insurance year, when first reported, irrespective of what kind of assistance the Insured requested.

2. Reimbursement of the Emergency Costs

The Insurer undertakes to reimburse the emergency repair costs of the contractor up to the limit as specified in the policy. The types of costs that qualify to be reimbursed by the Insurer shall be:

- contractor’s fee;
- costs of materials;
- travelling allowance.

Should the costs of an emergency prevention exceed the limit specified in the policy then any additional costs shall be borne by the Insured.

If such additional costs arise from a causal relationship with any of the risks listed in the insurance contract (e.g. external pipe breakage), pursuant to the terms and conditions and during the claims settling proceedings, the Insurer shall retrospectively reimburse the Insured those additional costs the Insured may have paid to the contractor of the “Household Doctor”.

Upon reporting an emergency, the Insurer shall send a qualified contractor to the premises within 24 hours. If the Insured requires that the appointment be later, which should be within 2 days, but has dealt with the prevention of further damage, the Insurer shall treat the event as an emergency and reimburse the repair costs pursuant to the conditions stipulated herein.

The Insurer shall have no responsibility for the activities of the contractor in regard to the direct relationship between the Insured and the contractor; except in respect to ensuring that the contractor arrives at the appointed time.

3. Referring Contractors

In cases that are not regarded as an emergency the Insurer shall recommend a contractor that specializes in the crafts and trades listed in Clause II.1 to the Insured to deal with the reported damage or failure.

The Insured shall order services that are of a non-emergency nature from contractors who are recommended by the Insurer and shall pay the costs involved (contractor's fees, costs of materials, travelling allowance) to the contractor. However, if such services arise from a causal relationship with the risks listed in the insurance contract, pursuant to the terms and conditions and during the claims settling proceedings, the Insurer shall reimburse the Insured retrospectively.

The Insurer shall have no responsibility for the activities of the contractor in regard to the direct relationship between the Insured and the contractor.

III. PREMIUM FOR EMERGENCY SERVICES

The premium for the emergency services shall be specified in the insurance proposal and in the policy.

The Insurer shall be entitled to modify the premium for the service every year upon the anniversary of the basic insurance policy.

The Insurer may derogate from the principles as stipulated by Clause VI.3 of the General Terms and Conditions of the policy upon modifying the premium to the extent that it shall also be entitled to propose a premium increase due to changes in the risk conditions in addition to indexation.

The insurance policy shall be effective for the given year with the premium the Insurer discloses upon indexation; however, pursuant to these terms and conditions, the Policyholder has the right to terminate the present additional service for the insurance anniversary.

If the Policyholder does not exercise the above right of termination following the amendment of the contract due to the increase of the premium, the Insurer shall regard it as an acceptance thereof.

Aegon OKÉ Home Insurance

Special Terms and Conditions for Pet Insurance

Subject to the present terms and conditions and in consideration of the payment of the premium, Aegon Magyarország Általános Biztosító Zrt. (hereinafter: Insurer) shall contract for an obligation to reimburse the costs of veterinary care, up to the sum insured specified in the policy.

The present rider is only valid jointly with the General Terms and Conditions of Aegon OKÉ Home Insurance.

I. INSURED

Pursuant to the present Terms and Conditions, the Insured shall be the natural persons specified in section I.31.a) and 3.2. a), b), c) and e) 2 of the General Terms and Conditions.

II. INSURABLE ANIMALS

1. Insurance may be taken out for a **healthy dog** (*Canis familiaris*) **or cat** (*Felis silvestris catus*) owned or kept by the Insured, provided that it has **reached the age of 6 months but has not turned 7 years old on the day of the Insurer's risk commencement date (section III.1 of General Terms)**. In case of pets already insured, insurance protection shall not end automatically upon reaching the age limit.
2. **Dogs and cats can be insured exclusively on condition that an electronic (microchip-based) animal identification device in line with ISO 11784 standards has been planted and the related data have already been recorded in the electronic database by the veterinarian prior to submitting the proposal.**
3. **Pets can be insured exclusively on condition that they are healthy** at the time of submitting the proposal. The Insurer may ordain a declaration stating this from the Policyholder / Insured
4. The Policyholder/Insured understands and accepts that at the time of submitting the proposal, the unique identifying number of the microchip, which is also stated in the pet's vaccination booklet, planted in the pet to be insured must be given on the proposal. **The Policyholder / Insured shall authorize the manager of the database of the electronic animal identification system to disclose the name and address of the Insured and the data of the animal marked by the system to the Insurer.** Lack of such authorization may lead to exemption of the Insurer as data shall be available neither for risk assessment nor for claims management.
5. Only those dogs over 6 months of age can be covered by insurance protection which have been vaccinated, before reaching the age of 6 months,
 - a) against canine distemper, Rubarth's disease (infectious hepatitis of dogs), and leptospirosis on at least two occasions;
 - b) specially against parvovirus on at least two occasions;
 - c) against rabies;
 - d) and dewormed by applying pharmaceuticals on at least two occasions before reaching the age of 6 months.
6. Only those cats over 6 months of age can be covered by insurance protection which have been vaccinated, before reaching the age of 6 months,
 - a) against rhinotracheitis (tracheitis caused by a herpes virus), panleucopeny, and cat flu by calicivirus on at least two occasions;
 - b) and have a negative result (not older than 30 days at the time of submitting the proposal) of serology regarding feline leucosis;
 - c) and dewormed by applying pharmaceuticals on at least two occasions before reaching the age of 6 months.
7. Only those dogs over 1 year of age can be covered by insurance protection which have been vaccinated, in the course of the one-year period preceding the signature of the proposal,
 - a) against canine distemper, Rubarth's disease (infectious hepatitis of dogs), and leptospirosis;
 - b) and specially against parvovirus;
 - c) against rabies;
 - d) and dewormed by applying pharmaceuticals.
8. Only those cats over 1 year of age can be covered by insurance protection which have been vaccinated, in the course of the one-year period preceding the signature of the proposal,
 - a) against rhinotracheitis (tracheitis caused by a herpes virus), panleucopeny, and cat flu by calicivirus;
 - b) and have a negative result (not older than 30 days at the time of submitting the proposal) of serology regarding feline leucosis;
 - c) and dewormed by applying pharmaceuticals.

III. COMMENCEMENT OF RISK BEARING

1. Unless the parties stipulate otherwise, **risk bearing of the Insurer shall commence at 0.00 hour 30 days after submitting the proposal (Sections 7 a)–d) of General Terms II.)** providing that the insurance contract is concluded
2. **The Insurer shall not be liable to indemnify for insurance events occurring during the waiting period of 30 days following the submission of the Proposal**, the premium, however, shall be redeemed should the pet cease to exist.
3. **In case of an illness insurance event, the Insurer shall undertake the risk after a waiting period of three months** providing that the insurance contract has been, or shall later be, concluded.
4. **The Insurer shall not provide benefits consequent upon insurance events occurring within the waiting period. No benefits shall be paid, either, for claims submitted after the expiry of the waiting period which are directly or indirectly related to an accident or illness that supervened during the waiting period.**
5. **The Policyholder/Insured shall be obliged, as a condition for the annual renewal of coverage by the Insurer, to vaccinate and deworm their dog(s)/cat(s).**
 - a) For dogs
 - against canine distemper, Rubarth's disease (infectious hepatitis of dogs), parvovirus every three years
 - against leptospirosis every year;
 - against rabies;
 - and to deworm their dog(s) by applying pharmaceuticals.
 - b) For cats
 - against rhinotracheitis (tracheitis caused by a herpes virus), panleucopeny, and cat flu by calicivirus every year;
 - against feline leucosis;
 - and to deworm their cat(s) by applying pharmaceuticals.
6. The fact of vaccination and the completion of deworming shall be certified by the private veterinary performing the intervention by their own hands and seal certifying medical chamber membership. **Should the Policyholder/Insured fail to meet the obligation above, risk bearing of the Insurer shall cease.**
7. The Policyholder / Insured shall be obliged to tend the animal according to the requirements of its breed, and to take all reasonable preventive measures to ward off the diseases characteristic of such breeds (e.g. vaccination).
8. **Claims arising from the insurance policy shall be forfeited in a year after the occurrence of the insurance event.**
9. If the Insured's interest in protecting the insured animal is discontinued, and the Insurer is informed about this without delay, the policy shall also be terminated simultaneously due to lapse of interest. The Insurer shall be due to receive the insurance premium calculated until the day of the lapse of interest.

IV. SUM INSURED

1. The maximum amount of benefit payment by the Insurer shall be HUF 60,000 for each and every insurance event (sections VI.1.2. and 2.2).
2. **Provided that the fee for any veterinary services exceeds the respective figure specified in the annual recommendation of the Hungarian Veterinary Chamber by more than 10%, the Insurer shall be entitled to reimburse the amount recommended by the Chamber instead of the amount specified in the invoice.**
3. **A straight deductible of HUF 10,000 shall apply to this insurance rider, which means that the Insurer shall not indemnify for claims below the amount of the deductible, whereas claims exceeding the amount of the deductible shall be paid after subtracting the amount of the deductible.**

V. TERRITORIAL SCOPE OF THE RIDER

Risk bearing by the Insurer shall be limited to the territory of Hungary. Risk bearing by the Insurer shall be excluded in facilities located in international territories which are deemed to be Hungarian national territory under international legal regulations (e.g. ships, ports).

VI. INSURANCE EVENT

An insurance event shall mean the veterinary treatment of the pet insured consequent upon illness or an accident.

1. Accident

- 1.1. For the purposes of this rider, accident shall be understood as a sudden unexpected event exerting a direct external impact (external mechanical force and electric shock) which necessitates the veterinary treatment of the animal insured (at an animal hospital / clinic).
- 1.2. The following shall be deemed as one and the same insurance event:
- the veterinary treatments of the animal consequent upon one specific accident, regardless of the fact whether they were performed at different places and / or times;
 - the veterinary treatments of the animal consequent upon one specific accident, regardless of the fact whether such veterinary treatments arise directly or indirectly from such an accident (including, for example, treatments by reason of complications of a specific illness, or repeated treatments due to mistreatment);
 - veterinary treatments by reason of the relapse of any illness due to any accident, regardless of the fact that the animal was declared to be healthy earlier on.

2. Illness

- 2.1. For the purposes of this rider, illness shall mean any infectious diseases caused by pathogens (bacteria, fungi, parasites, viruses and subviral pathogens) as well as non-infectious organic diseases which necessitate the veterinary treatment of the animal insured (at an animal hospital/ clinic).
- 2.2. The following shall be deemed as one and the same insurance event:
- the veterinary treatments of the animal consequent upon one specific illness, regardless of the fact whether they were performed at different places and/or times;
 - the veterinary treatments of the animal consequent upon one specific illness, regardless of the fact whether such veterinary treatments arise directly or indirectly from such disease (including, for example, treatments by reason of complications of a specific illness, or repeated treatments due to mistreatment);
 - veterinary treatments by reason of the relapse of any illness, regardless of the fact that the animal was declared to be healthy earlier on.

3. Veterinary Treatment Cost

- 3.1. For the purposes of this rider, the veterinary treatment cost shall be understood to include the veterinary doctor's fee in relation to the therapeutical treatment of the animal insured due to an accident or illness, the fee for laboratory and imaging tests necessitated in conjunction with such accident or illness, the price of any implant inserted in the organism of the insured animal in the course of a surgical operation involved in the therapy, and the price of diagnostic substances and pharmaceuticals directly administered to the animal by the veterinary specialist treating the animal insured.
- 3.2. **For the purposes of this rider, veterinary treatment costs shall not include expenses related to the implementation of alternative therapeutical methods (e.g. magnetic therapy, acupuncture, physiotherapy, medical gymnastics, etc), not even if performed by a qualified veterinary specialist.**
- 3.3. **Veterinary treatment shall only be deemed as an insurance event if**
- it is the consequence of an accident or illness, which occurred or began during the risk bearing of the Insurer,
 - it is performed by a person with a publicly recognized veterinary qualification and an operating licence or by a veterinary institution licensed to perform such activities, and the medical record is certified by a seal certifying medical chamber membership by the veterinarian performing the treatment.
 - it is the consequence of an accident or illness, which occurred or began within the scope of the Insurance Contract, during the risk bearing of the Insurer,

VII. EXCLUSIONS FROM INSURANCE EVENTS

- Pursuant to these conditions, veterinary interventions deriving from illnesses listed in Appendix X shall not be deemed as insurance events, no related costs shall be redeemed by the Insurer.**
- Caesarean section shall only be indemnified and only in one occasion on condition that the pet was not subject to such kind of medical intervention prior to the conclusion of the contract. Providing that the pet was subject to such medical intervention before, the Insurer shall not indemnify for any further medical intervention. Providing that the pet was not subject to such medical intervention before, the Insurer shall indemnify for the medical intervention on one occasion, taking the limits related into consideration.**
- Pursuant to the present terms and conditions, the following veterinary treatments shall not be deemed as insurance events and the Insurer shall not indemnify for any costs associated therewith:**
 - those performed after the termination of the insurance policy for any reason;**

- b) those performed in relation to any illness – or any relapse thereof – commenced, or any accident occurred before the commencement of risk bearing.
 - c) the costs of preventive veterinary interventions to ward off diseases (e.g. protective vaccination, treatment against endogenous parasites);
 - d) the costs of surgery involving castration / spaying (except if such surgery is directly necessitated by any illness);
 - e) the costs of cosmetic interventions and surgeries (e.g. cutting the ears and the tail, odontotherapy and prosthetic dentistry, removal of claws);
 - f) the costs of veterinary interventions / surgeries which according to the related literature are deemed to be necessitated by hereditary diseases (e.g. umbilical hernia, cryptorchidism), anatomical disorders (e.g. Brachiocephal syndrome, etc.) and by accidents imputable to hereditary (genetic) affections.
 - g) organ transplant and treatments associated with the organ transplant;
 - h) treatments related to an abnormal behaviour of the animal, the therapy thereof, and to the training of the animal;
 - i) treatment of the animal due to being overweight, unless such excess weight itself is also consequent upon a diagnosed illness;
 - j) treatment of illnesses caused by the animal's being overweight, unless such excess weight itself is also consequent upon a diagnosed illness;
 - k) veterinarial intervention related to diseases subject to a reporting obligation (e.g. rabies);
 - l) veterinary treatment consequent upon the deglutition of a foreign object, unless at least twelve months have passed from the preceding claims report.
4. The Insurer shall not indemnify for medical costs arising as a consequence of the dog being severely overweight (Appendix XI. Average Bodyweight)
 5. The Insurer shall not indemnify for damage arising as a consequence of events related to war, riots, mutinies, uprisings, and acts of terrorism.
 6. If the loss or damage is likely to have occurred, following from the circumstances of the event, as a consequence of one or more of the causes above, it shall be assumed that such loss or damage was caused by the above, unless and until proved to the contrary. The Policyholder/Insured shall be liable for reversing such assumption.

VIII. COSTS EXCLUDED FROM BENEFIT PAYMENT BY THE INSURER

1. Pursuant to these terms and conditions, the Insurer shall not reimburse
 - a) the veterinary specialist's travelling allowance, unless the veterinary specialist provides evidence that the transport of the animal would seriously endanger its state of health;
 - b) the costs of any special diet or dietary regimen, food supplement, protective garment and protective collar associated with the veterinary treatment;
 - c) the costs of veterinary activities which do not constitute a substantial part of the treatment, such as the costs of transporting the animal to the veterinary clinic or the transportation of diagnostic sample to the laboratory.
 - d) the costs of euthanasia (putting down) of the animal, unless the animal's suffering is interminable or can only be stopped by lengthy treatment.
 - e) the costs of the transport, burial, incineration or other means of disposal of the corpse of the animal.
 - f) the sum of penalties, fines and duty.
2. Pursuant to these terms and conditions, the Insurer shall not reimburse the costs arising from an accident or an illness caused, directly or indirectly, by the wilful conduct or serious negligence of the Policyholder/Insured, by the family members living in the same household with the Policyholder/ Insured, by people hired by the family members living in the same household with the Policyholder/Insured, by guests of the family members living in the same household with the Policyholder/Insured, or by a person hired for the temporary or permanent supervision, treatment or attendance of the animal.
3. For the purposes of this rider, wilful conduct shall include, in particular:
 - a) tormenting the animal;
 - b) breach of legal regulations on animal health or animal protection currently in effect
 - c) applying the treatment prescribed or recommended by the veterinary specialist in a way other than prescribed.
4. For the purpose of this rider, serious negligence shall include, in particular:
 - a) neglect to attend the animal;
 - b) omission to notify the veterinary specialist in case of an accident or illness;

- c) failure to implement the treatment prescribed or recommended by the veterinary specialist or applying it other than prescribed;
- d) breach of legal regulations on animal health or animal protection currently in effect.

IX. THE SERVICE OF THE INSURER

1. In order to claim the service of the Insurer, the following documents must be submitted:
 - a) The original documents or an authenticated copy of the original documents made out by the veterinarian, containing the case-report, the data concerning the illness (symptoms, evidence), and the exact description of the treatments or surgeries performed by the veterinarian, which bears the number of the electronic (microchip) identifier of the pet treated.
 - b) The official original invoice or an authenticated copy of the original invoice on the veterinary treatment performed on the animal detailed item by item, which bears the number of the electronic (microchip) identifier of the pet. Providing no itemized invoice have been made out and the treatment consist of items excluded from benefit payment (e.g. cost of transportation to the laboratory, food supplement, etc), the amount of the service payable is base on expert's estimation.
 - c) The copy of the document certifying the last vaccinations of the pet (pet's vaccination booklet).

X. APPENDIX

Illnesses by Disposition of Species, Hereditary Affections and States Excluded from Coverage (the list shall apply both to the given species and mixed breeds thereof)

1. Dogs

| | |
|---------------------------------|--|
| Affenpincher | Cardiomyopathy |
| Afghan hound | Fanconi syndrome (glucosuria, metabolic acidosis, amino-aciduria), leukodystrophy, narcolepsy |
| Rhodesian Ridgeback | Degenerative myelopathy, hypermyotonia |
| Airdale Terrier | Narcolepsy, pannus (superficial keratitis) |
| Toy American Eskimo | Narcolepsy, zinc-dependent dermatosis |
| American Foxhound | Amyloidosis |
| Greyhound | Lupoid onychopathy, pannus (superficial keratitis) |
| English Bulldog | Urate urolithiasis, xanthine urolithiasis, urethrocele, pulmonal artery stenosis, ventricular septal defect |
| Bloodhound | Spinal muscular atrophy (SMN) |
| Australian Shepherd | Pannus (superficial keratitis) |
| English Springer Spaniel | Repeated atrial arrest, narcolepsy, protein loss enteropathy (PLE), Rage syndrome, Woolly syndrome |
| Australian Cattle Dog | Dermatomyositis, lenticular luxation |
| Basenji | Fanconi syndrome (glucosuria, metabolic acidosis, amino-aciduria), intestinal lymphangiectasis, immune-proliferative intestinal disease |
| Basset Hound | Basset Hound thrombopathy, complex immuno-deficiency, dermatomyositis |
| Beagle | Beagle pain syndrome, copper-dependent hepatopathy, hyperlipidaemia, lenticular luxation, narcolepsy, tremor (shaker), ventricular septal defect, pulmonal artery stenosis |
| Beauceron | Dermatomyositis |
| Bedlington Terrier | Copper-dependent hepatopathy |
| Belgian Malinois | Myositis |
| Belgian Tervuren | Pannus (superficial keratitis) |
| Saint Bernard | Narcolepsy |
| Bichon Frise | Tremor (shaker) |
| Bobtail | Atrial septal defect, degenerative myelopathy |
| Border Collie | Lenticular luxation, canine cyclic, neutropenia (Grey Collie syndrome), pannus, (superficial keratitis) |
| Border Terrier | Cranio-mandibular osteopathy, repeated atrial arrest |
| Boston Terrier | Local calcinosis (calcinosis circumscripta), cranio-mandibular osteopathy |

| | |
|--|--|
| Boxer | Aortostenosis, atrial septal defect, arrhythmia, local calcinosis (calcinosis circumscripta), cardiomyopathy, histiocytic ulcerouscolitis, lupoid onychopathy, nodular dermatofibrosis, sfngomyeline lipidosis (Niemann–Pick disease) |
| Briard | Hyperlipidaemia, permanent night blindness |
| Brittany Spaniel | Cerebellar degeneration, hyperlipidaemia, deficient ossification of the humeral condylus, lenticular luxation, spinal muscular atrophy (SMN) |
| Cairn Terrier | Cranio-mandibular osteopathy, lenticular luxation, Vitamin A-dependent dermatosis |
| Cavalier King Charles Spaniel | Oedematic degeneration of the mitral valve, xanthine urolithiasis |
| Chesapeake Bay Retriever | Degenerative myelopathy |
| Cocker Spaniel (American and English) | Cyclic haematopoiesis (cyclic neutropenia), deficient ossification of the humeral condylus, lenticular luxation, narcolepsy, proliferative episcleritis, acne, seborrhoea, Vitamin A-dependent dermatosis, sick synus syndrome, bradycardia, ductus arteriosus (Botalli) persistens |
| Dalmatian | Urate urolithiasis, folliculitis (Bronzing syndrome), spastic muscular contraction, pannus (superficial keratitis) |
| Dandie Dinmont Terrier | Lenticular luxation |
| Doberman | Cardiomyopathy, Dancing Doberman disease (DDD), Fanconi syndrome (glucosuria, metabolic acidosis, amino-aciduria), lupoid onychopathy, narcolepsy, persistence of dextroarcus aortae |
| Wire Fox Terrier | Leukodystrophy (progressive ataxy), lenticular luxation, megaesophagus, Fallot tetralogy |
| Wire Haired Pointing Griffon | Narcolepsy |
| Bouvier des Flandres | Myopathy |
| Smooth Fox Terrier | Lenticular luxation, megaesophagus, Fallot tetralogy |
| French Bulldog | Histiocytic ulcerous colitis |
| Golden Retriever | Degenerative myelopathy, nodular dermatofibrosis, proliferative episcleritis, aortostenosis |
| Irish Setter | Degenerative myelopathy, gluten-dependent intestinal disease, persistence of dextroarcus aortae, lupoid onychopathy, narcolepsy |
| Jack Russel Terrier | Lenticular luxation, progressive ataxy |
| Kelpie | Pannus (superficial keratitis) |
| Kerry Blue Terrier | Cranio-mandibular osteopathy, spinal muscular atrophy (SMN), degenerative myelopathy, spiculosis |
| English Toy Terrier | Lenticular luxation |
| Shar-Pei | Amyloidosis (Shar-Pei fever), lenticular luxation, synovitis, mucinosis |
| Kuvasz | Dermatomyositis |
| Labrador Retriever | Degenerative myelopathy, collapse triggered by motion (EIC), Fanconi syndrome (glucosuria, metabolic acidosis, amino- aciduria), myopathy, narcolepsy, Vitamin A-dependent dermatosis |
| Maltese | Necrotizing meningoencephalitis, tremor (shaker) |
| Mops | Necrotizing meningoencephalitis (Mops encephalitis) |
| Great Dane | Cardiomyopathy, persistence of dextroarcus aortae |
| German Shepherd | Local calcinosis (calcinosis circumscripta), degenerative myelopathy, dermatomyositis, acanthosis nigricans, exocrine pancreatic insufficiency (EPI), lupoid onychopathy, nodular dermatofibrosis, pannus (superficial keratitis), aortostenosis, ductus arteriosus (Botalli) persistens, pulmonal artery stenosis, persistence of dextroarcus aortae, ventricular septal defect |
| Norwegian Elkhound | Fanconi syndrome (glucosuria, metabolic acidosis, amino-aciduria), renal glucosuria |
| Norwich Terrier | Lenticular luxation, dyspraxia, Scottie Cramp |
| Great Pyrenees | Cranio-mandibular osteopathy |
| Pointer | Lupoid dermatosis, pannus (superficial keratitis), spinal muscular atrophy (SMN), aortostenosis |
| Pomeranian | Cyclic haematopoiesis (cyclic neutropoenia) |
| Portuguese Water Dog | Cardiomyopathy |
| Foxhound (English and American) | Amyloidosis |
| Rottweiler | Deficient ossification of the humeral condylus, lupoid onychopathy, narcolepsy, spinal muscular atrophy (SMN), polyneuropathy |
| Sarplaniac | Urate urolithiasis |
| Giant Schnauzer | Narcolepsy, pulmonal artery stenosis |

| | |
|------------------------------------|---|
| Miniature Schnauzer | Comedo syndrome, hyperlipidaemia, megaesophagus, muscular dystrophy, sick sinus syndrome, pulmonary artery stenosis, Fallot tetralogy |
| Sealyham Terrier | Lenticular luxation, dyspraxia, Scottie Cramp |
| Shetland Sheepdog | Dermatomyositis, Fanconi syndrome (glucosuria, metabolic acidosis, amino- aciduria), ulcerous dermatosis, ductus arteriosus (Botalli) persists |
| Collie | Cyclic haematopoiesis (cyclic neutropoemia), degenerative myelopathy, dermatomyositis, proliferative episcleritis, ulcerous dermatosis, ductus arteriosus (Botalli) persists |
| Scottish Terrier | Cranio-mandibular osteopathy, lenticular luxation, renal glucosuria, dyspraxia, Scottie Cramp |
| Skye Terrier | Copper-dependent hepatopathy, lenticular luxation |
| Soft Coated Wheaten Terrier | Protein loss enteropathy (PLE), protein loss nephropathy (PLN), lymphangiectasis, inflammatory bowel disease (IBD) |
| Sussex Spaniel | Muscular diseases |
| Samoyed | Tremor (shaker), zinc-dependent dermatosis |
| Siberian Husky | Degenerative myelopathy, lenticular luxation, pannus (superficial keratitis), zinc- dependent dermatosis, Woolly syndrome, ventricular septal defect |
| Dachshund | Acanthosis nigricans, pannus (superficial keratitis), sick sinus syndrome, bradycardia, vasculitis, xanthine urolithiasis |
| Tibetan Terrier | Lenticular luxation, night blindness |
| Miniature Fox Terrier | Lenticular luxation |
| Miniature Doberman | Pinscher Pannus (superficial keratitis) |
| Poodle | Congenital crepuscular blindness, (hemeralopia), permanent night blindness, narcolepsy, proliferative episcleritis, ductus arteriosus (Botelli) persists, Fallot tetralogy, ventricular septal defect |
| Weimaraner | Lupoid onychopathy |
| Welsh Corgi, Pembroke | Degenerative myelopathy, dermatomyositis, narcolepsy |
| Welsh Springer Spaniel | Narcolepsy |
| Welsh Terrier | Lenticular luxation |
| West Highland White Terrier | Cranio-mandibular osteopathy, lenticular luxation, tremor (shaker) |
| Yorkshire Terrier | Melanoderma and alopecia in Yorkshire Terriers, urate urolithiasis, tremor (shaker) |

2.

Cats

| | |
|---------------------------|---|
| Abyssinian | Amyloidosis |
| American Shorthair | Cardiomyopathy |
| British Shorthair | Cardiomyopathy |
| Burmese | Tricuspidal / mitral valve dysplasia |
| Cornish Rex | Muscular diseases |
| Maine Coon | Cardiomyopathy |
| Manx (Cymric) | Megacolon |
| Persian | Cardiomyopathy, immuno-deficiency, (Chediak-Higashi syndrome – CHS) |
| Siamese | Amyloidosis, endocardial fibroelastosis, repeated atrial arrest, tricuspidal/mitral valve dysplasia |

XI. APPENDIX
Average Bodyweight

| DOGS | | |
|-------------------------------|--------------------------------------|----------------------------------|
| Breed | Maxi – Large body (26-44 kg) | |
| | Average body weight: male (kg) | Average body weight: female (kg) |
| Irish Setter | 26,1 ± 1,9 | 25,5 ± 4,5 |
| Belgian Tervuren | 27,1 ± 4,5 | 23,2 ± 2 |
| German Vizsla | 28,5 ± 0,9 | 24,6 ± 2,3 |
| French Spaniel | 29,4 ± 2,1 | 26,3 ± 3,6 |
| Weimaraner | 33,6 ± 3,7 | 30,5 ± 4,3 |
| Golden Retriever | 33,7 ± 3,4 | 30,4 ± 3,6 |
| Boxer | 33,9 ± 3,5 | 28,8 ± 2,4 |
| Labrador Retriever | 35,5 ± 4,5 | 30,7 ± 3,4 |
| German Shepherd | 35,9 ± 3,6 | 28,4 ± 2,7 |
| Doberman | 39,0 ± 5,5 | 28,5 ± 5 |
| Breed | Medium – medium-size body (11-25 kg) | |
| | Average body weight: male (kg) | Average body weight: female (kg) |
| Great Pyrenees | 12,8 ± 2,8 | 13,4 ± 3,8 |
| French Bulldog | 13 ± 1,6 | 11,3 ± 1,9 |
| English Cocker Spaniel | 13 ± 2,5 | 11,8 ± 1 |
| Whippet | 13,9 ± 1,1 | 11,7 ± 0,7 |
| Brittany Spaniel | 17,9 ± 2,2 | 15,5 ± 1,5 |
| Staffordshire Terrier | 24 ± 1,1 | 21 ± 1,4 |
| English Bulldog | 26 ± 4,3 | 22,4 ± 3,6 |
| Collie | 23,9 ± 0,5 | 19,8 ± 2 |
| Siberian Husky | 14 ± 0,9 | 18,5 ± 1 |
| Shar-Pei | 24,9 ± 1,7 | 18,4 ± 0,6 |
| Breed | Mini – small body (> 10 kg) | |
| | Average body weight: male (kg) | Average body weight: female (kg) |
| Chihuahua | 2 ± 0,6 | 1,5 ± 0,4 |
| Yorkshire Terrier | 2,6 ± 0,5 | 2,3 ± 0,5 |
| Miniature Pinscher | 3,6 ± 0,8 | 2,5 ± 0,6 |
| Italian Hound | 4,1 ± 0,5 | 4,6 ± 0,1 |
| Shih tzu | 5,8 ± 1,3 | 5 ± 0,8 |
| Miniature Poodle | 5,8 ± 1,4 | 5 ± 0,8 |
| West Highland White Terrier | 7,5 ± 1,2 | 6,9 ± 0,6 |
| Cairn Terrier | 8,1 ± 0,2 | 7,4 ± 1,2 |
| Cavalier King Charles Spaniel | 8,7 ± 1,5 | 7 ± 1,1 |
| Dachshund | 9,2 ± 1,2 | 7,5 ± 1,8 |

| CATS | | |
|-----------------------------|--------------------------------|----------------------------------|
| Breed | Average body weight: male (kg) | Average body weight: female (kg) |
| Abyssinian | 3,9 (3-5,5) | 2,8 (2,3-3,7) |
| Bengali | 5 (4,6-5,5) | 3,2 (2,8-3,9) |
| British Shorthair | 4,7 (3,2-5,3) | 3,6 (2,8-4,4) |
| Chartreux | 6,1 (4,2-7,5) | 4,1 (3,4-5,3) |
| Siamese / Eastern shorthair | 3,8 (3,2-4,8) | 3,2 (2,2-4,2) |
| Persian | 4,2 (2,8-5,8) | 3 (1,5-4,8) |
| Burmese | 4,4 (3,2-5,8) | 3,2 (2,2-4,9) |
| Maine Coon | 7,4 (4,8-10) | 4,9 (3,2-6,5) |
| Sphynx | 3,7 (3-5,4) | 3,7 (3-5,4) |
| Egyptian Mau | 3,9 (3-4,8) | 3,9 (3-4,8) |

Aegon OKÉ Home Insurance

Special Terms and Conditions for Extended Guarantee Service and Mobile Device Insurance

Aegon Magyarország Általános Biztosító Zrt. (hereinafter: Insurer) undertakes that in accordance with the present terms and conditions and in exchange for an insurance premium payment

- it shall grant extended guarantee service for the electric appliances within the home insured
- it shall provide cover on mobile devices possessed by the Insured persons for their mechanical breakdown (extended guarantee) as well as against their unintentional impairment or damage.

The present rider is only valid jointly with the General Terms and Conditions of Aegon OKÉ Home Insurance and the Special Conditions of Indemnity insurance.

I. INSURANCE EVENT

1. An **insurance event** shall be understood as

- the accidental and unforeseeable breakdown of the property insured (sections III.1.–3.) during the period of risk bearing (mechanical, electronic or electric failure), and
- the unintentional damage or impairment to mobile devices (section III.3.). (consequent upon which they become entirely or partly inoperative).

2. **Breakdown within the scope of guarantee** (concerning electrical household appliances and mobile devices)

The unforeseeable breakdown of the parts of the insured objects while in proper use by the Insured, consequent upon which the part cannot or can only partly function as designed, and consequent upon which repair or replacement is needed in order that the original functionality shall be restored. Only those events shall be deemed as insured which have not been excluded and which are consequent upon permanent inner malfunction occurring during proper use, which would have been settled by the maker's guarantee providing it had happened during the maker's guarantee period.

3. **Unintentional damage** (concerning mobile devices exclusively)

Unintentional important is the sudden and unforeseeable impairment of the mobile device, consequent upon which the device cannot function as designed.

4. **Impairment** (concerning mobile devices exclusively)

An event of impairment occurs when a third person intentionally causes damage to the mobile device (makes it impossible to function as designed) or destroys it.

Proof of reporting the event to the police is a condition for indemnification to be paid.

5. **Breakage and crack of the screen of the mobile phone** is subject to it being covered with a safety plastic cover properly mounted and in line with the phone's measurements at the time of the damage. The safety plastic cover must not be removed following the claim event; the phone must be handed over to the service provider of the Insurer with the screen still bearing the plastic cover.

II. INSURED PARTIES

The Insured Parties of the present rider shall be the persons deemed as consumers as stipulated in Sections I.3.1. a) and 3.2. b)–c) and e) of the Special Terms and Conditions of Indemnity Insurance.

III. PROPERTY INSURED

1. The property insured shall include

- a) the **electric household appliances** listed in Sections III.4.–5., and
- b) **mobile devices** listed in Section III.6.

possessed by the Insured, used for private purposes and purchase from an official distributor.

2. The cover of the Insurer shall extend to **electric household appliances** of which the following apply:

- a) they form **part of the furnishings of the home insured;**
- b) the Insured is in possession of the **certificate of guarantee as well as the invoice or sales slip received when purchasing the item;**

- c) they are **not older** than 60 months (calculated from the date of sale);
- d) they were purchased as new;
- e) **they have a specialised service station in Hungary,**
- f) **their gross value at the time of purchase comes to at least HUF 20,000;**
- g) they were **granted at least one year guarantee of the manufacturer or the seller;**
- h) they are **not subject to the manufacturer's or the seller's guarantee any longer.**

3. The cover of the Insurer shall extend to **mobile devices** of which the following apply:

- a) the age of the device (calculated from the day of purchase) is not more than 36 months;
- b) their invoice are made out to the name of the Insured;
- c) **they were purchased as new following the date of submitting the proposal (sections II.7. a)–d of the General Terms)** (the date of the invoice is not older than the date of submitting the proposal concerning this rider);
- d) they have a specialised service station in Hungary;
- e) their gross value at the time of purchase comes to **at least HUF 20,000;**
- f) they were granted **at least one year guarantee of the manufacturer or the seller;**
- g) they are not subject to the manufacturer's or the seller's guarantee any longer.

4. **Minor and Major Electric Household Appliances:**

- razor;
- epilator;
- kitchen extractor fan;
- electric toothbrush;
- cooker/oven;
- heater (heat radiator);
- scales (kitchen, personal);
- hair straightener, hair curler, other hair former;
- hair dryer;
- hair clipper;
- refrigerator, freezer;
- coffee maker;
- toaster;
- bread machine;
- kitchen appliances (mixer, kitchen aid);
- microwave oven;
- washing machine, clothes dryer;
- dishwasher;
- deep fryer;
- vacuum cleaner; wet vacuum cleaner, wet-dry vacuum cleaner, robotic vacuum cleaner;
- iron, steam iron, steam station,
- water heater;
- mobile cooler;
- steam cleaner;
- high pressure washer;
- electric broom;
- electric mop.

5. **Electronic Home Entertainment Equipment:**

- desktop DVD player (only with the manufacturer's hard disk);
- blue ray player;
- media box (without built-in hard disk);
- Hifi accessories;

- Hifi player;
- home audio system;
- home cinema system;
- projector;
- radio;
- radio with cassette player;
- set top box (signal converter);
- satellite receiver (including parabolic dish antenna);
- television;
- video recorder/player.

6. Mobile devices:

- any type of mobile telephone;
- portable computers (laptop, netbook, notebook);
- tablets;
- e-book readers;
- MP3 and MP4 players.

7. The following are not qualified as insured property:

- a) **Electric household appliances and mobile devices whose gross value at the time of purchase does not come to at least HUF 20,000;**
- b) **mobile devices whose invoice of the purchase is not made out to the name of the Insured;**
- c) **mobile devices purchased prior to the date of submitting the proposal concerning this rider;**
- d) **items which were not purchased as new;**
- e) **items that do not have a specialised service station in Hungary;**
- f) **any type of desktop phone;**
- g) **desktop computers and peripheries (printers, scanners, external hard disk drives, etc.);**
- h) **photo equipment;**
- i) **navigation devices;**
- j) **event recording cameras mountable on crash helmet or inside the car or behind the windscreen;**
- k) **portable DVD player;**
- l) **game consoles.**

IV. TERRITORIAL SCOPE OF RISK BEARING

Risk bearing by the Insurer shall extend to insurance events occurring at the place of risk bearing with regard to minor and major electric household appliances (III.4.) and to electronic home entertainment equipment (III.5); and to insurance event occurring within the territory of the European Union with regard to mobile devices (III.6.).

Settlements of claims shall take place in Hungary in each and every case.

V. WAITING PERIOD

The Insurer shall apply a waiting period of 2 months from the date of submitting the proposal. The Insurer shall not take risk upon an insurance event occurring within the waiting period.

VI. DEDUCTIBLES

1. With regard to breakdowns within the scope of guarantee occurring after the expiration of the guarantee period, the Insurer shall apply no deductibles; service is performed without subtracting the amount of deductibles.
2. **With regard to unintentional damage and impairment to mobile devices listed in section III.6., the Insurer shall apply deductibles of 10% but minimum HUF 10,000, which means that the Insurer shall not provide services below the amount of the deductible, whereas in the case of claims exceeding the amount of the deductible, services shall be provided with subtracting the amount of the deductible.**

VII. EXTENDED GUARANTEE SERVICE AND MOBILE DEVICE INSURANCE

1. Repair Costs and Indemnities

The extended guarantee service shall provide coverage for repair costs in case of the breakdown of electric household machinery and electric home entertainment equipment in the home insured as per listed in sections III. 4-5 as well as mobile devices listed in III.6.

1.1. Household appliances

1.1.1. The Insurer shall reimburse the following with regard to insured products with a purchase value (price) of 20,000:

- a) reasonable costs of the **repairs of the product or any part thereof up to HUF 300,000**;
- b) should the costs of repairs of the equipment exceed reasonable costs or should it be irreparable, the Insurer shall pay reasonable costs of repair up to HUF 300,000.

1.1.2. Reasonable repair cost shall mean the purchase value of the property as new at the time of loss, that is the domestic market price of such household equipment with identical features compared to the property insured. (similar make, quality and functions), not exceeding however the value at the time of the purchase.

1.2. Mobile devices

1.2.1. The Insurer shall reimburse the following in regard to insured products with a purchase value (price) of 20,000:

- a) reasonable costs of the **repairs of the product or any part thereof up to HUF 200,000**;
- b) should the costs of repairs of the equipment exceed reasonable costs or should it be irreparable, the Insurer shall pay reasonable costs of repair up to HUF 200,000.

1.2.2. **Reasonable repair cost shall not exceed the percentage value as per sections 1.2.2.1. and 1.2.2.2. of the market value of the property as new at the time of loss.** In case the device is not for sale as new at the time of the loss, the point of reference shall be the last known sales price of the device purchased as new.

1.2.2.1. **In the case of mobile telephones, the reasonable costs of repair shall mean the following (projected on the value of the device):**

| Time of loss following the date of purchase | Reasonable repair cost expressed in percentage of the new value of the device at the time of loss | Time of loss following the date of purchase | Reasonable repair cost expressed in percentage of the new value of the device at the time of loss | Time of loss following the date of purchase | Reasonable repair cost expressed in percentage of the new value of the device at the time of loss |
|---|---|---|---|---|---|
| 1 st month* | 97,9% | 13 th month | 75,9% | 25 th month | 58,8% |
| 2 nd month* | 95,8% | 14 th month | 74,3% | 26 th month | 57,6% |
| 3 rd month | 93,8% | 15 th month | 72,7% | 27 th month | 56,4% |
| 4 th month | 91,9% | 16 th month | 71,2% | 28 th month | 55,2% |
| 5 th month | 89,9% | 17 th month | 69,7% | 29 th month | 54,0% |
| 6 th month | 88,0% | 18 th month | 68,2% | 30 th month | 52,9% |
| 7 th month | 86,2% | 19 th month | 66,8% | 31 st month | 51,8% |
| 8 th month | 84,4% | 20 th month | 65,4% | 32 nd month | 50,7% |
| 9 th month | 82,6% | 21 st month | 64,0% | 33 rd month | 49,6% |
| 10 th month | 80,9% | 22 nd month | 62,7% | 34 st month | 48,6% |
| 11 th month | 79,2% | 23 rd month | 61,4% | 35 st month | 47,6% |
| 12 th month | 77,5% | 24 th month | 60,1% | 36 st month | 46,6% |

1.2.2.2. In the case of other mobile devices, the reasonable costs of repair shall mean the following (projected on the value of the device):

| Time of loss following the date of purchase | Reasonable repair cost expressed in percentage of the new value of the device at the time of loss | Time of loss following the date of purchase | Reasonable repair cost expressed in percentage of the new value of the device at the time of loss | Time of loss following the date of purchase | Reasonable repair cost expressed in percentage of the new value of the device at the time of loss |
|---|---|---|---|---|---|
| 1 st month* | 98,4% | 13 th month | 81,1% | 25 th month | 66,8% |
| 2 nd month* | 96,8% | 14 th month | 79,8% | 26 th month | 65,7% |
| 3 rd month | 95,3% | 15 th month | 78,5% | 27 th month | 64,7% |
| 4 th month | 93,8% | 16 th month | 77,3% | 28 th month | 63,7% |
| 5 th month | 92,3% | 17 th month | 76,0% | 29 th month | 62,6% |
| 6 th month | 90,8% | 18 th month | 74,8% | 30 th month | 61,6% |
| 7 th month | 89,3% | 19 th month | 73,6% | 31 st month | 60,7% |
| 8 th month | 87,9% | 20 th month | 72,4% | 32 nd month | 59,7% |
| 9 th month | 86,5% | 21 st month | 71,3% | 33 rd month | 58,7% |
| 10 th month | 85,1% | 22 nd month | 70,1% | 34 st month | 57,8% |
| 11 th month | 83,7% | 23 rd month | 69,0% | 35 st month | 56,9% |
| 12 th month | 82,4% | 24 th month | 67,9% | 36 st month | 56,0% |

* várakozási időn belüli esemény nem térül

1.3. The Insurer shall not provide the Insured with a temporary device during the time of repair.

VIII. REPORTING A CLAIM, CLAIMS SETTLEMENT, REQUESTING THE SERVICE

1. The Policyholder or the Insured must **report a loss event to the Insurer** immediately after the occurrence or upon being made aware thereof, **within 48 hours at the latest**.

2. **All answers put forth by the Insurer must be answered accurately.**

3. **Service provision shall be subject to the Policyholder/Insured forwarding a copy of the letter of guarantee of the property damaged together with a copy of the invoice or receipt provided at the time of purchase, or in the case of mobile devices, a copy of the invoice made out to the name of the Insured to e-mail or postal address provided by the Insurer at the time of reporting the loss.**

In the absence thereof, the service obligation of the Insurer shall not set in.

4. The Policyholder or the Insured shall be obliged to enable the Insurer to investigate the circumstances of the insurance event.

5. **The condition of the damaged property must not be changed – other than for the mitigation of loss – until the recording of loss is commenced, or for 5 working days, at the latest, following the occurrence of the insurance event. The Insurer shall not fulfil its obligation to provide benefits if the conditions essential to the assessment of the payment obligation become undetectable consequent upon changes greater than those allowed.**

6. Requesting the Service

The Insurer shall inspect the documents needed for requesting the service upon receiving them. Providing the event qualifies as an insurance event pursuant to the conditions, the Insurer shall inform the Insured about the service procedure.

6.1. In the case of household appliances and electric home entertainment equipment,

6.1.1. If the property to be repaired is **lighter than 10 kgs or its measure is suitable for being carried as a handbag** (smaller than 40x40x80 cm or 20 20 200 cm), transporting the damaged property insured to the repair station is **to be taken care of by the Insured**. The Insurer informs the Insured about the addresses, opening hours and phone numbers of the service stations nearest to the location of risk bearing, contracted with the Insurer. The Insured is obliged to transport the damaged property within 5 working days upon being informed thereof. The service station shall inform the Insured about the realisation of repair.

6.1.2. If the property to be repaired is **heavier than 10 kgs or its measure is not suitable for being carried as a handbag**, the Insurer shall inform the service station, which shall **send a repairman for on-site repair** at the time agreed upon with the Insurer.

- 6.1.2.1. The repairman shall be obliged to commence on-site repairs within 5 working days after the Insurer has received the documents necessary for assessing eligibility of the service.
- 6.1.2.2. The Insured shall be obliged to make all reasonable attempts to be available at the place and time agreed, so that the servicing agent can inspect and repair the damaged property insured.
- 6.1.2.3. Providing the repairman is unable to repair on-site, the service station shall take care for the device to be transported to the service station and then being transported back following the repair.
- 6.2. In the case of mobile devices
 - 6.2.1. In the case of mobile devices the service station shall take care for the device to be transported to the service station and then being transported back following the repair.
The service station is obliged to have them transported – from the location agreed upon with the Insured – within 3 working days after the Insurer has received the documents necessary for assessing eligibility of the service. The transportation partner of the service station – the Post Office – shall inform the Insured about the time slot of four hours of transporting the device via e-mail or SMS.
 - 6.2.2. In case the Insured is not available at the given time and address, the carrier shall try twice, that is collection shall be attempted again the next day. If unsuccessful, a notification shall be left for the Insured. A box labelled with the name of the Insured, in which the damaged object can be posted to the service station, free of charge.
 - 6.2.3. Following the repairs, the transportation partner of the service station shall inform the Insured about the time of transporting the device back. Deductibles shall be paid by the Insured via collect package.
- 6.3. In the event of property repairs, the service provider of the Insurer shall be obliged to complete repairs within 30 working days of the date of reporting, subject to the Insured's compliance with his/her obligations set out in sections 6.1.1., 6.1.2.2, and 6.2.2.
- 6.4. In the event that the cost of repairs should exceed reasonable costs or repairs cannot be completed due to any lack of spare parts within the period specified above, the Insurer shall pay reasonable costs of repair as specified in Clause 6.1.1.2. and 1.2.2., up to HUF 300,000 in the case of household appliances and up to HUF 200,000 in the case of mobile devices.
- 6.5. **In the event that the Policyholder or the Insured has the insured property repaired without the previous approval of the service provider of the Insurer, the Insurer shall not be obliged to reimburse the repair costs and/or the loss.**
- 6.6. The period of limitation for using the insurance service shall be 1 year from the occurrence of the insurance event.

IX. EXEMPTION

The Insurer shall be exempted from its payment obligation

- a) if it proves that the loss or damage was caused illegally by the Policyholder/the Insured party (parties) by wilful behaviour or gross negligence.
- b) if the Policyholder or the Insured do not comply with their obligation to report/mitigate the loss and therefore substantial circumstances become undetectable.

X. EXCLUSIONS

Insurance coverage shall not extend to the following:

- a) breakage and crack of the screen of the mobile phone if it was not covered with a safety plastic cover properly mounted and in line with the phone's measurements at the time of the damage, or of the safety plastic cover was removed following the claim event and the phone was handed over to the service provider of the Insurer without the plastic cover,
- b) repairs completed by service stations other than those entitled for guarantee repairs and/or approved by the service provider of the Insurer.
- c) improper use of the insured property (not in accordance with the instructions for use);
- d) usage of the property insured not in accordance with the instruction manual (lack of user's knowledge),
- e) wear and tear by proper use, the costs of putting into operation, repeated putting into operation, regular maintenance, adjustment, checkup, modification, cleaning or servicing, and any damage occurring consequent upon such activities;
- f) aesthetic components and damage not affecting the usability of the property insured, corrosion, dents and scratches.
- g) cases when the property insured was used for other than private purposes;
- h) working materials, replaceable consumer goods of a short lifetime such as lamps/bulbs, fuses, fluorescent tubes, batteries, vacuum cleaner dust bags, belts, expendable supplies, including without limitation batteries and bands;
- i) the costs of fittings and accessories which are not considered as constituting elements but are generally required for the proper use of the product insured (e.g. battery charger, remote controls, game controls);

- j) design and manufacturing defects by reason of which the product was withdrawn for repairs or replacement;
- k) transformation or supplementary use of the property insured not in conjunction with the manufacturer's recommendations;
- l) placement (by force) of foreign objects (not desirable for the purposes of product use) into the product;
- m) loss or damage due to any defects in the electric, gas or water supply or signal connection to the product or a breakdown owing to such cases;
- n) loss or damage during transport (except for transport organised by the Insurer),
- o) costs of transport (except for transport organised by the Insurer),
- p) damage and consequential loss arising from defective installation or reinstallation software and programming defects, or viruses downloaded wilfully or by accident (the term 'virus' is to be understood as including Trojan viruses, worms, logic bombs and any other programs or software that prevent the operational system software of the mobile device or a downloaded content from functioning or functioning properly);
- q) defects and direct loss or damage consequent upon the failure of any computer, data processing system, microchip or similar device, computer software, a data recognition error or data loss, directly or indirectly;
- r) damage due to power supply interruption, overvoltage, inaccurate setting of parameters or use of accessories not permitted by the manufacturer,
- s) damage caused by moisture and vapour due to the humidity of air or perspiration as well as damage by any fluids (except for mobile devices)
- t) damage arising from not complying with, ignoring or violating the regulations of the instruction manual or operational manual of the manufacturer
- u) damage caused by insects, pests or mould,
- v) any failure covered by another insurance or a valid warranty/guarantee (e.g. the manufacturer's guarantee);
- w) damage to be indemnified upon a legal claim, warranty or other promise made by another party – the manufacturer, the forwarder, the dealer, the repair specialist or other;
- x) failures by a continuous or regular external impact on the product, including damage by pets kept in the household;
- y) natural disasters (fire, explosion, lightning, storm, water damage, earthquake) ,
- z) losing or mislaying the product,
- aa) defects due to the fact that the product was continued to be used even after detecting the original defect,
- bb) defects in external cables and signallers, electricity supply connections, sealing and cables which are not an integral part of the product;
- cc) the costs of the repeated connection of antennas, receiver units, and the like;
- dd) pixelling, gas removal and refill, as well as screen burn-in;
- ee) costs incurred when no defect can be found or established;
- ff) the (market value) depreciation of the repaired/replaced product.

Aegon OKÉ Home Insurance

Special Terms and Conditions for Legal Protection Insurance Rider

Aegon Magyarország Általános Biztosító Zrt. (hereinafter: Insurer) undertakes that up to the extent stated in the present terms and conditions and in exchange for an insurance premium payment it shall provide legal protection cover for the Insured in the case of insured events stipulated in the present terms and conditions.

The present rider is only valid jointly with the General Terms and Conditions of Aegon OKÉ Home Insurance and the Special Conditions of Indemnity insurance.

I. INSURED PARTIES

The Insured shall be the natural persons qualifying as consumer specified in section I.3 of the General Terms and Conditions.

II. INSURANCE EVENTS

1. It is deemed an insurance event

- a) if the Insured suffers damage or injury of legal interest due to the conduct of other persons, or
- b) other persons' legal interest suffer injury owing to the conduct of the Insured and the aggrieved party files a written claim for compensation and/or restitution from the Insured, or litigation or magisterial steps are proceeded against the Insured

2. Several insurance events related to the same insurance contract and consequent upon the same cause shall be deemed as one insurance event, regardless of the fact whether the same insurance event is related to one or more Insured persons. The sum insured at the time of the claim shall be the sum insured of the first insurance event deemed as legal injury or damage to legal interest.

3. It shall be deemed legal injury (conduct causing legal injury)

- a) in the case of restitutional legal protection the conduct causing damage, with relation to which the claim event occurred,
- b) in the case of contractual legal protection, the conduct resulting in breach of contract.

III. SCOPE OF LEGAL PROTECTION INSURANCE

1. Territorial Scope

The territorial scope of the insurance shall be the insurance events occurring within the territory of Hungary, belonging under the jurisdiction of the Hungarian court or other Hungarian authorities.

2. Temporal Scope

2.1. In the case of any injury to the legal interest of the Insured (in the case of any legal demands to be claimed by the Insured), the Insurer provides cover for insurance events in relation to which the injury to legal injury (the action causing the legal injury) occurred within the effect of the insurance contract and the claim have been reported to the Insurer before the termination of the contract the latest.

2.1.1. If the injury to legal interest is caused by omission, then injury is realised when omission could have been made up for without causing injury to legal interest (in the case of the omission of deadline, on the last day of the deadline).

2.1.2. In the case of a continuously standing injury to legal interest, a further condition to insurance cover is that the starting point of injury to legal interest (the action causing the legal injury) occurred within the effect of the insurance contract.

2.2. In the case of any injury to the legal interest caused by the Insured (in the case of any legal demands to be claimed against the Insured), the Insurer provides cover for insurance events in relation to which the injury to legal injury (the action causing the legal injury) occurred within the effect of the insurance contract and the claim against the Insured is filed at most within one year following the termination of the insurance contract but it could not have been reported to the Insurer due to lack of acknowledgment or pursuit of the claim.

2.3. Taking sections 2.1. and 2.2. into consideration, the Insurer provides cover for litigation or magisterial proceedings up to their legally binding closure provided that the insurance contract was terminated by the Insurer. If, however, the insurance contract was terminated by the Insured or due to non-payment of premium, or the contract has been modified to another one which does not contain legal protection cover, insurance cover ceases to exist at the moment of the termination of the contract and the Insurer shall not provide legal assistance cover, nor does it reimburse legal expenses.

2.4. In the case of general contract disputes cover, insurance cover only extends to claims arising from breach of construction contracts or entrepreneurial contracts taken out by the Insured if the time of signing the construction contract or entrepreneurial contract falls within the scope of the insurance contract, providing that performance of the contract also commenced before the time of termination.

IV. EXEMPTION

The Insurer shall be exempt from its obligation to provide services if it can prove that the damage was caused unlawfully, by wilful behaviour or in gross negligence by the representative or any member, employee or agent of the Insured authorized to manage the insured property.

V. EXCLUSIONS

Legal expenses shall not be covered in the following cases:

- a) in the case of legal injuries arising from contracts related to motor-vehicles, driving and operating thereof,
- b) in the case of legal disputes arising from material legal relationships related to the insured property (e.g. land protection, breach of neighbour rights, creation and practice of rights of usage, building a structure on another one's land, (encroachment) building a structure partially on another one's land, etc.),
- c) if the amount of claim related to the legal dispute, or that of the fine related to the legal offence does not come to at least HUF 25,000,
- d) the pursuit of such claims that have been ceded to the Insured, or the pursuit of claims that have been taken over from a third party by the Insured,
- e) in the case of injuries to legal interest about which it was stated when reporting the claim or when assessing the reasonable prospects that they have unlawfully been caused by the Insured,
- f) in the case of claims which cannot be pursued by means of jurisdiction,
- g) in the case of injuries to legal interest arising in connection with tax or customs payment obligations,
- h) in direct or indirect relationship with provisions of the administrative bodies,
- i) with regard to claims announced against the Insurer in relation with the present insurance contract,
- j) with regard to fines exposed on the Insurer or its legal representative due to omission or acting in bad faith during the proceedings, or the extra expenses related thereto in connection with the proceedings related to the insurance event,
- k) cases arising from the entrepreneurial activity pursued by the Insured,
- l) the pursuit or the prevention of any claims arising from the insurance contracts taken out by the Insured with any other Insurer,
- m) with regard to legal cases related to the Insured persons within the framework of the same contract,
- n) criminal proceedings or infringement procedure arising from wilful act.

Furthermore, insurance cover does not extend to expenses in connection with claims filed by the Insured arising after the Insurer stated or made it probable that prospects for the successful closure of the proceedings are not reasonable.

VI. SUM INSURED, INSURANCE PREMIUM

1. The sum insured and the insurance premium are stated on the proposal form, and then on the policy.
2. The upper limit of indemnity of the Insurer is the sum insured per insured event stated on the proposal/policy/current level of indexation.
3. The Insurer applies no deductibles during the settlement of claims.

VII. REPORTING A CLAIM

1. When reporting a claim for legal assistance service, the Insurer must be provided detailed information about the facts constituting the grounds for the injury of legal interest, stating the exact time and location of the injury of legal interest as well as the person or organisation (name, address) against whom the Insured wishes to file a claim or else who wishes to file a claim against the Insured.
2. The Insured is obliged to hand over to the Insurer
 - a) all documents that are relevant from the aspect of stating the facts constituting the grounds for the injury of legal interest (e.g. correspondence, contracts, judicial submissions, resolutions etc.),
 - b) the agreement of cooperation with the solicitor or the proposal of fee made by the solicitor,
 - c) a written declaration which exempts the solicitor providing legal representation from professional secrecy.

These documents are to be submitted simultaneously with reporting the insurance event, and documents listed in section a) are to be submitted 8 days upon their receipt at the latest.

3. In order to fulfil legal assistance services, to cover the attorney's fee and other legal expenses, the Insurer is entitled to request the following documents:

- a) the contracts (worker's, rental, lease, contractor's, loan) in connection with the injury to legal interest,
 - b) photographs and documents proving the grounds or amounts related to the injury to legal interest,
 - c) letters and other documents handed over to, or received from, the adverse party,
 - d) the related documents (pleas, minutes, court rulings, resolutions) if an official or a court procedure is initiated in connection with the injury to legal interest,
 - e) the expert opinion if an expert opinion is called for in connection with the injury to legal interest,
 - f) the quotation on attorney's fee, the agreement with the attorney and the brief made by the attorney providing legal representation to the Insured,
 - g) the invoice, if, in accordance with current accounting regulations, an invoice must be made out on the legal expenses to be borne by the Insured, in other cases (e.g. duty, legal expenses paid to the adverse party) the proof of payment of legal expenses.
4. If the Insured fails to fulfil his/her obligations stated in section VII, and consequently substantial circumstances become undetectable from the point of view of assessing the insurance event and the eligibility of the insurance service, the Insurer is not obliged to grant insurance service and to reclaim the legal expenses already paid.

VIII. TO-DO'S BEFORE ENFORCING OR DECLINING CLAIMS DURING THE LEGAL PROCEDURE

1. If the Insured receives insurance cover, he/she is obliged to:
- a) cooperate with the Insurer in order to settle claims out of court,
 - b) ask for the consent of the Insurer providing he/she proceeds an action (e.g. submits a statement of claim, lodges an appeal, request an expert's opinion) which affects or may affect the service of the Insurer. The Insurer is entitled to reject the settlement of expenses about which no prior consent was requested.
 - c) ask for the statement of the Insurer – with special respect to the assessment of reasonable prospects – prior to enforcement or denial of court claims, contesting rulings and any other relevant procedural actions and conciliate settlements with the Insurer. Settlements without the prior conciliation with the Insurer are not effective towards the Insurers with regard to the insurance service.
 - d) constantly inform the Insurer about the enforcement of claims (court and official proceedings) and send the documents related to the procedure (statement of a claim, court minutes, submissions, court rulings) within 5 days consequent upon their submission or receipt.
2. **Conditions of utilising legal protection service**
- 2.1. The Insurer shall provide legal protection service on the coexistence of the following conditions:
- a) the insurance event reported qualifies as an insurance event on the basis of the terms and conditions and is not excluded from risk bearing and
 - b) insurance cover is extended to the injury of legal interest reported and
 - c) the Insured has tried to enforce his/her rights (or to avoid the claims against him/her) out of court but it was unsuccessful and
 - d) during assessing reasonable prospects, the Insurer stated that the prospects for success are reasonable.
- 2.2. The Insurer shall not assess reasonable prospects if in the course of the insurance event constituting the ground for the Insurer's service provision the two or more adverse parties are covered by legal protection or liability insurance at Aegon Insurer.

IX. ASSESSMENT OF REASONABLE PROSPECTS, ARBITRATION

1. **Assessment of reasonable prospects**
- a) at the time of reporting the claim as well as during the whole procedure, the Insurer is entitled to start assessment related to the possible outcome of the legal enforcement or defence (assessment of reasonable prospect).
 - b) related to the present terms and conditions, the success of enforcement of claims (legal enforcement or defence) may be deemed possible if:
 - c) on the basis of the facts of the case and of the related legal provisions, it may be deemed possible that the resolution of the court or the authorities will be favourable for the Insured and
 - d) in the case of enforcement of financial claims, the settlement of claims may be deemed possible.
 - e) The Insurer is obliged to inform the Insured about the result of assessing reasonable prospects within 15 days consequent upon the receipt of all documents, that is if it grants or rejects the insurance service.
 - f) If, after the assessment of the facts of the case, – on the basis of legal and proof situation – the Insurer comes to the decision that the prospects of success are reasonable, it shall state in writing that it shall grant the insurance service and the settlement of legal expenses.
 - g) If, after the assessment of the facts of the case, – on the basis of legal and proof situation – the Insurer comes to the decision that the prospects of success are not reasonable, it is entitled to reject granting the insurance service.

- h) Rejection must be justified by at least referring to the fact providing grounds thereof and the legal or contractual provisions related.
- i) At the time of rejection, the Insurer is obliged to inform the Insured in writing about opportunity of arbitration and also about the fact that if arbitration turns out to be unsuccessful, the Insured is entitled to choose his/her solicitor in order to defend his/her interest in connection with the insurance contract irrespectively of restrictions stated in sections X.2. and 4.

2. Arbitration

- a) If, on the basis of assessment of reasonable prospects, the Insurer rejects granting insurance service, and the Insured does not agree with this decision, he/she is entitled to initiate arbitration within 15 days consequent upon the receipt of rejection.
- b) Simultaneously with the initiation of arbitration, the Insurer is obliged to name the solicitor representing him/her in the arbitration procedure and submit the Insurer the contract of services taken out with the solicitor.
- c) 5 days consequent upon the initiation of the arbitration procedure, the Insurer is obliged to name its solicitor taking part in the arbitration procedure.
- d) Providing that the solicitor of the Insured and the Insured regarding the assessment of reasonable prospects
 - come to the same opinion, then this decision must be accepted by both the Insured and the Insurer.
 - do not come to the same opinion within 4 weeks, then the Insured is entitled to enforce legal claim (initiate court procedure) by the solicitor chosen freely by him/her at his/her own expense. If during the enforcement of legal claim, the Insured wins the case, then the Insurer is obliged to settle the legal expenses – not settled in the course of the proceeding – up to the amount of the sum insured. The fee of the solicitor – containing out-of-pocket expenses as well – representing the Insured shall be borne by the Insurer in accordance with the present terms and conditions.
- e) The expenses of arbitration are to be borne by the Insurer, regardless of whether they are successful or not.
- f) If arbitration does not end in an effective way, the Insured is entitled to choose his/her legal representative exclusively from Hungary in order to protect his/her interest related to the insurance contract irrespectively of restrictions stated in sections X.2. and 4.

X. LEGAL REPRESENTATION OF THE INSURED

- 1. The Insured is entitled to freely choose his/her legal representative (solicitor) after the occurrence of the insurance event, or any court or administrative proceeding, or prior to any such proceeding aiming at avoiding the procedure, as well as in the unsuccessful case of the arbitration procedure.
- 2. If the Insured, in spite of the fact that there are several solicitors available in the settlement where the competent court or administrative authorities reside, chooses a solicitor whose office (sub-office, branch office) is not located in this settlement, the Insurer is obliged to settle legal expense up to the amount which is equivalent to the amount which the solicitors selected on the basis of residence/official seat could have charged for during the procedure.
- 3. It is always the Insured who constitutes legal relationship of employment with the solicitor.
- 4. The agreement of cooperation – containing the solicitor's fee – must be submitted to the Insurer within 2 days consequent upon the agreement. The Insurer shall only be obliged to settle the solicitor's fee defined in the agreement if it accepted the amount beforehand.
- 5. The Insured is obliged to exempt the solicitor providing legal representation from its professional secrecy, and must entrust it to continuously inform the Insurer about the state of legal enforcement of claims (court or authority procedure) and to hand over the documents of the procedure (pleas, minutes, court rulings, resolutions) to the Insurer.
- 6. The solicitor is directly liable to the Insured for the completion of the agreement. The Insurer is not liable for the activity of the solicitor.

XI. PROCEDURE TO BE FOLLOWED IN CASE OF CONFLICT OF INTEREST

- 1. For the purpose of these terms and conditions, it is deemed a conflict of interest if in connection of an insurance event
 - If the adverse party is covered by the Insurer on the basis of another insurance contract (liability insurance, legal assistance insurance) or
 - the adverse party is an insurance company.
- 2. If there is a conflict of interest because of the Insurer's providing insurance cover for the adverse party as well within the same insurance event, the full-scope obligation of providing information towards the Insurer are still effective.
The Insurer shall not assess reasonable prospects but shall maintain service provision without it.
- 3. In the case of a conflict of interest, the Insurer is obliged to inform the Insured without delay about the conflict of interest and about section 2.

XII. LEGAL PROTECTION SERVICES

The Insurer shall not give legal advice or representation; it shall settle the legal expenses of representation and costs related to the procedure.

1. Contractual Legal Protection

It shall give cover against legal disputes arising from the breach of contracts taken out within the frameworks of the civil code (sales, lease, construction, other entrepreneurial),

2. Indemnity Legal Protection

It shall give cover against legal disputes in case of non-contractual cases

- a) due to claims caused to the Insured in order to enforce claims for indemnity and compensation,
- b) due to claims filed against the Insured in order to avoid claims for indemnity and compensation.

3. In case the conditions of legal protection service provision are met, the Insurer – depending on the nature of the injury to interest – shall provide the following legal protection services:

- covers the solicitor's fee for legal advice in accordance with section b),
- covers legal expenses of the legal procedure up to the sum insured in accordance with the following:

- solicitor's fee

The insurance covers all the justified, reasonable, normal-amount fee of the solicitor providing legal representation to the Insured that the Insurer gave prior consent to. If the insured came to an agreement with the solicitor without the prior consent of the Insurer, the Insurer shall pay the equivalent of the minimum fee stipulated in the legal requirements of advocate's fee.

- expenses of legal procedure

The duty, fees and expenses of the court and authorities (e.g. fees of witnesses and experts, fee of interpreters, expenses of local, hearing or inspection on the spot) are paid by the Insurer at all instances providing the Insured is obliged to pay or advance these expenses.

- expenses of the adverse party

The insurance covers the expenses of the adverse party if the Insured – by means of binding resolution – is obliged to pay them and if there is no other insurance cover prevailing in this matter.

- expenses of execution

It covers the expenses of execution up to maximum two attempts provided the Insured has been granted the title for execution (e.g. verdict).

The expenses of execution against the Insured up to maximum two attempts shall only be covered if the procedure constituting grounds for the execution started within the effect of the insurance contract but the Insurer did not participate in it – due to lack of reporting the event.

- expenses of expert opinion

The insurance covers the expenses of the written report of the independent expert by entrusted the Insured providing the Insurer gave prior consent to the expert's entrustment and the expert's fee.

- expenses of translation

The insurance covers the justified translation expenses of the documents needed for the proceedings of the legal procedure providing the Insurer gave prior consent to it.

5. Conditions of Bearing Legal Expenses

- a) The Insurer shall only cover expenses arising after the insurance event has been reported to the Insurer. Insurance cover shall be extended to expenses arising prior to the report if they arise due to the measures taken by the adverse party or the urgent measures authorities or for the benefit of the Insured not more than 30 days before the report of the insurance event.
- b) In the case of court settlement, the Insurer is obliged to propose that the court should decide on the settlements of legal expenses. In the case of out-of-court settlements, the expenses shall be covered by the Insurer except when the adverse party undertakes to settle them.
- c) If – in the case of a joinder – the court rules that the Insured is jointly liable to settle the legal expenses, the insurance shall cover the legal expenses in the same proportion as the Insured's claim or the claim towards the Insured is proportionate with all the other joiners' claim or the claim towards them.

6. The Insurance Shall Not Cover

- a) **finances exposed on the Insurer or its legal representative due to omission or acting in bad faith during the proceedings in connection with the insurance event,**
- b) **the extra expenses related to the above behaviour,**
- c) **legal expenses covered by a liability insurance contract,**
- d) **value-added tax incorporated in legal expenses provided that the Insurer is entitled to deduct or reclaim from his/her tax payments.**

- e) **If – during the proceedings – claims arise that are only partly covered by the insurance, the Insurer is liable to pay expenses which would be paid when taking the claims covered in the present insurance contract into consideration.**

XIII. CLAIM OF INDEMNITY OF THE INSURER (REIMBURSEMENT OF LEGAL EXPENSES TO THE INSURER)

1. If the Insured comes to an out-of-court settlement with the adverse party, and the adverse party undertakes to settle the legal expenses of the Insured (e.g. solicitor's fee), and if the court rules that legal expenses and solicitor's fee should be reimbursed to the benefit of the Insured, then the Insurer is entitled to receive amount thus coming in up to the amount already paid by the Insurer and if the amount coming in does not cover the total claim, then the Insured's claim must be settled first.
2. The Insured is obliged to reimburse the total legal expenses returned in accordance with section 1. to the Insurer – within 15 days following the return of the total claim (capital, interest on arrears and expenses).
If the Insured fails to act in order to collect the legal expenses adjudicated to the benefit of the Insurer, the Insurer is entitled to execute its claim directly. The Insured is obliged to support the Insurer in the execution of its claims and to make out the deed of assignment to the benefit of the Insurer.
3. The Insurer may demand a refund of the indemnity from the Insured if the insurance event constituting grounds for the proceedings was caused by the Insured or a representative or an employee or any member, employee or agent of such insured legal person authorized to manage the insured property thereof wilfully or in gross negligence.

XIV. OTHER PROVISIONS

1. The Insurer shall be burdened with the same obligations of secrecy as a solicitor with respect to all data and facts that have been revealed in connection with the insurance event and the proceedings related thereto.
2. The Insurer informs the Policyholder that it applies the solution in accordance with section 161.c) of Act LXXXVIII of 2014 that is 'the insurance contract states that the insured party is entitled to appoint a legal representative of his choice to represent his interests upon the occurrence of an insurance event'.
3. If a difference of opinion between the Insured and the Insurer should arise related to the service provided by the Insurer, the Insurer is obliged to inform the Insured about his/her right
 - a) to freely appoint a legal representative in any court or official administrative procedure, or prior to that procedure, in the course of the procedure aiming at avoiding such a procedure provided that this is needed for the protection of his/her interest or legal representation,
 - b) to initiate an arbitration stipulated in section IX.2, which the parties must follow in case a difference of opinion between the Insured and the Insurer should arise in connection with the service of the Insurer,
 - c) on condition that the procedure depicted in section b) did not turn out to be effective, to freely appoint his/her legal representative in order to protect his/her interest in connection with the insurance contract.
4. On all the documents handed over, the Insurer is obliged to call the Policyholder's attention to the existence of legal protection cover, and in the course of defining the insurance premium, the Insurer is obliged to distinctively indicate the premium for legal protection cover in the currency in which the Policyholder is obliged to pay the insurance premium.