

# General Insurance Terms and Conditions

## Volánbusz Zrt. Group Insurance for Persons Travelling Abroad on Scheduled Bus Lines

The present insurance terms and conditions contain provisions which shall be applicable in respect of group insurance contracts of Allianz Hungária Biztosító Zrt. (hereinafter: Insurer) in respect of persons travelling on scheduled international bus lines of Volánbusz Zrt. provided such contract were concluded on the basis of the present terms and conditions.

### Subject of Insurance

1. In consideration of the payment of insurance premium hereon and always subject to the terms and conditions set forth herein the Insurer undertakes to provide indemnification in respect of risks defined hereunder .
2. The insurance contract may be concluded to cover the risks listed hereunder:

#### Basic risk:

- Travel assistance insurance in respect of travel accidents.

#### Supplementary risks:

- accident insurance,
- luggage insurance,
- insurance against late delivery of luggage.

### Parties to the Insurance Contract

3. Contracting Party is the party who concludes the insurance contract for the benefit of the Insureds and pays the premium due in respect of such contract.
4. For the purposes of the contract concluded on the basis of the present terms and conditions, the term “insured” shall refer to persons travelling on scheduled international bus lines operated by the contracting party, its subcontractors or contractual partners, holding valid tickets issued by the Contracting Party.

### Inception of insurance coverage, period of insurance

5. Insurance coverage hereunder shall enter into force at 00:00 hours on the inception date (due date of premium payment).
6. The insurance hereunder has been concluded for an unfixed term.

### Attachment and expiry of insurance cover

7. As regards insurance coverage in respect of insured persons, coverage hereunder shall attach when passengers holding valid tickets embark on scheduled international bus lines (hereinafter: the bus) or enter the areas designated for passenger transport and shall continue to be in force and effect until passengers leave the bus or the areas designated for passenger transport, provided the Contracting Party has paid the due premium to the Insurer.
8. On the basis of the present insurance terms and conditions the term “area designated for passenger transport” shall cover the premises of bus stations, bus stops for getting on/off, or roadside places where the journey may be interrupted for traffic management purposes (i.e.: halting the vehicle at petrol stations or resting areas).

### Territorial Scope

9. The insurance coverage provided by the Insurer in respect of travel accident related health assistance, travel assistance and loss/damage to luggage or late delivery of luggage as defined in the applicable special insurance terms and conditions shall extend to all European countries outside of Hungary, while in respect of travel accident insurance the territorial scope shall include Hungary as well concerning insured events set forth in the special insurance terms and conditions of accident insurance.

10. In case the Insured person is a „non-resident” according to foreign exchange rules then the events defined in the special terms and conditions of travel accident related health assistance and travel assistance insurance shall not cover events occurring in the territory of Hungary and countries where the Insured is registered as a citizen, however in respect of insured events defined in the special terms and conditions of accident, luggage, and late delivery of luggage, coverage shall be extended to events occurring in Hungary.

### Calculation and Payment of Insurance Premium

11. The insurance premium shall be determined by the parties and indicated in the contract. The insurance premium is based on the applicable tariffs, and it depends on average turnover, selected risks, sums insured and the frequency of premium payment. The insurance premium payable by the Contracting Party is the sum total of premiums due in respect of the selected risks.

12. The insurance premium may be payable in a lump sum, or on an annual basis or in monthly instalments depending on the agreement between the parties (frequency of premium payment).

13. The Insurer shall issue an invoice on the premium due, and the Contracting Party shall make payment on the basis of such invoice. Unless the parties agree otherwise, the lump sum, the annual insurance premium or the first instalment in case of monthly premium payment is due until the deadline indicated on the invoice (due date of premium payment). All later premium instalments shall become due and payable on the first day of the time period (year or month) which the premium refers to.

14. Insurance premiums paid after the commencement of the premium payment period shall be accounted by the Insurer retroactively from the start date of such premium payment period.

15. The parties agree that the insurance premium shall be adjusted on the basis of the actual turnover at the end of the insurance period. In case the insurance period does not end on December 31, the parties shall complete a partial settlement of premiums paid until November 30. In case there is an outstanding premium amount, the Insurer shall issue an invoice on such amount and send it to the Contracting Party within 8 days following the settlement date. The Contracting Party shall make payment of the outstanding premium amount until the deadline indicated on the invoice. **In case there is an excess premium during the settlement process, the Insurer shall include such excess amount in the premium**

**for the extended period if the parties agree on extending the contract period. In other cases the Insurer shall pay such excess amount in one lump sum to the Contracting Party within 8 days provided there is no agreement to the contrary.**

16. Upon the conclusion of the contract the Contracting Party shall provide all necessary information for premium calculation at the request of the Insurer (average number of insured persons).

17. In case the Contracting Party fails to settle the premium at the due date, the Insurer shall continue to provide insurance coverage for a period of 30 days following the due date during which the Contracting Party may settle the outstanding premium. At the end of the 30 day period following the due date of premium payment the insurance contract shall become null and void unless the premium arrears is paid, or the parties agree on deferred premium payment during the 30 day period or the Insurer enforces its claim through court procedure.

### The Insurer's liability

18. In consideration of the payment of insurance premium hereon the Insurer shall indemnify the Insured Person up to the amount of the sum insured (amount of indemnity) defined in the insurance contract upon the occurrence of insured events as set forth in the special contract terms and conditions. In case the insured dies, the amount of indemnity shall be paid to his/her heir unless there is an agreement to the contrary.

### Payment by the insurer

19. The Insured shall report an insured event to the Insurer within 5 working days following arrival at the destination indicated on his/her ticket.

20. The following documents must be submitted in order to have access to the Insurer's services, to assess and evaluate the claim and to determine the insured event and the person's entitlement to indemnity hereunder:

- the ticket that was valid on the date of the accident,
- the Contracting Party's official report on the occurrence of the accident, including its circumstances and the nature of injury,
- documents evidencing the occurrence of the insured event (such as medical certificate or certificates issued by the authorities etc.),
- in case of death the death certificate and the certificate issued by the doctor of the authorities certifying the cause of death,
- in case of accidental health impairment, medical records verifying such condition,

- in case of proceedings by the authorities the resolution evidencing the circumstances of the accident,
- personal identification documents of the person entitled to receive indemnification hereunder,
- any other documents defined in the special contract terms and conditions, and
- any other document requested by the Insurer which may be necessary for the justification of the claim.

The parties concerned shall provide any and all information requested by the Insurer and they shall make it possible for the Insurer to verify the accuracy of reports or information provided. The Insurer shall be under no obligation to provide indemnification hereunder if the Insured/Contracting Party fails to comply with this obligation and therefore significant circumstances can no longer be identified.

The Insurer shall be under no obligation to provide indemnification hereunder if the Insured fails to comply with his/her reporting obligation in a timely manner and therefore significant circumstances can no longer be identified.

The Insurer shall make payment of the amount of indemnity due hereunder within 30 days following receipt of the last document needed for the assessment and justification of the claim.

## Exemption of the insurer

**21. Cases of the exemption of the Insurer are detailed in the special insurance terms and conditions in respect of various risks.**

## Exclusions

**22. The Insurer shall not pay for the following:**

- events caused directly or indirectly by ionising radiation or nuclear energy,
- insured events occurring as the result of the active participation of the Insured in war or warlike activities, combat, terrorist acts, insurrection, mutiny or riots.

## The right to verification

23. The Insurer shall be entitled to verify the accuracy of data provided by the Contracting Party in the Contracting Party's records and documents.

## Handling of personal data

Personal data shall mean data and/or conclusion drawn therefrom, which can be connected to a certain

(identified or identifiable) natural person (hereinafter referred to as the involved person).

The Insurer handles personal data in relation to the conclusion, administration and execution of the insurance contract. The Insurer is entitled to handle data acquired in relation to the purpose of data handling without the client's special consent, as stipulated in Act LX of 2003 on Insurance companies and insurance business (hereinafter referred to as the Insurance Law). This statutory empowering applies exclusively to personal data that are not qualified as special data.

If personal data refer to health condition, pathological addiction or sexual life then such data are qualified as **special data** under prevailing legal provisions, and as such, may only be handled with the client's written consent.

According to the stipulations of paragraph (7) of article 3 of Act LXIII of 1992 on the Protection of personal data and public access to data of public interest (hereinafter referred to as the Data Protection Act) the client may give his/her written consent to the handling of special data within the framework of the insurance contract.

Providing data is voluntary, but providing certain personal data on the Insured's statement form is inevitable for the conclusion of the insurance contract. According to paragraph (3) of article 78 of the Insurance Law, when the Insurer forwards personal data of its clients to third parties performing outsourced services for the Insurer, such outsourced service provider shall be considered as data manager of the Insurer.

**Duration of data management:** the Insurer may handle personal (and special) data during the effect of the legal relationship of insurance, and thereafter as long as claims are enforceable by virtue of such legal relationship of insurance.

The Insurer as data manager shall appoint its subsidiary, Hungária Biztosító Számítástechnikai Kft (Hungária Insurance Computer Technologies Ltd.) (Company Register No. 01\*09\*069554, registered office: 1553 Budapest, Hungary, P.O. Box 40), to process data. In case of payments performed via the post or bank transfer, Magyar Posta Zrt. (Hungarian Post Office) and any bank named by the beneficiary of such payments shall be considered as data manager.

The Insurer may only forward the involved person's personal (and special) data as well as other data qualifying as insurance secret to any third party by obtaining the involved person's or his/her legal representative's written consent, unless such data

forwarding takes place in the course of an official inquiry by organisations specified in the Insurance Law or statutory provision of data.

The list of organisations specified in the Insurance Law is contained in the Client Information forming part of these general insurance terms and conditions.

In certain cases the Insurer uses the services of outsourced service providers when their specific expertise is required for rendering insurance services or when such an external service provider enables the Insurer to provide services at the same quality but against lower expenses and for better prices. Such external (outsourced) service providers handle personal data and they are bound by statutory secrecy obligations.

The affected person may request information on the handling of his/her personal data, he/she may request the correction of his/her personal data or the deletion of such data with the exception of data where data management is stipulated by law. The Insurer shall correct data which proves to be untrue or inaccurate.

Upon the involved person's request the Insurer shall provide information about the following:

- a) data in its management, and
- b) data processed by the assigned data processor,
- c) purpose of data handling,
- d) legal grounds of data handling,
- e) duration of data handling,
- f) the data processor's
  - name,
  - address (registered office),
  - activity being in connection with data handling, and
  - who and with what purpose receive or can receive these data.

Requests for information concerning data protection should be addressed to the Insurer's Data Protection Officer at the Insurer's Head Office (1087 Budapest, Könyves Kálmán krt. 48-52., Head Office, Compliance Section).

The Insurer's obligation to inform the involved person can only be restricted by the relevant legal provisions on data management.

The Insurer may handle personal data during the effect of the legal relationship of insurance and thereafter as

long as claims are enforceable by virtue of such legal relationship of insurance.

The Insurer may handle personal data in connection with frustrated insurance contracts as long as any claim may be submitted in respect of the frustration of such contract.

The Insurer shall delete any and all personal data related to its clients, former clients or frustrated insurance contracts where the purpose of handling such data ceased or the involved person's consent is not available or there is no legal ground as to such handling.

In case of unlawful data management the client is entitled to raise objections and/or go to law.

### Expiry of the contract

24. The insurance contract shall be terminated
- due to non payment of premium (see Article 17 above), and
  - by cancellation.

25. The coverage provided by the Insurer shall expire at the same time the insurance contract is cancelled.

### Other provisions

26. Claims arising out of the present insurance contract shall lapse within 2 years following their due date.

27. As regards issues not regulated in contracts concluded on the basis of the present contract provisions, such issues shall be governed by the applicable provisions of the Civil Code.

28. For the purposes of the present terms and conditions the term "traffic accident" shall refer to accidents sustained by an insured person (or persons) participating in the traffic in a vehicle or as a pedestrian in connection with the accident of a vehicle participating in the traffic.

**Allianz Hungária Insurance Co. Ltd.**  
**1087 Budapest, Könyves Kálmán krt. 48-52.**  
**Company registration number: The Municipal Court of Budapest as Court of Registration, Cg. 01-10-041356**

# Special Insurance Terms and Conditions For Travel Assistance, Health Assistance and Other Travel Related Assistance Insurance Applicable in Case of Travel Related Accidents

(Valid only if used together with the General Insurance Terms and Conditions of Group Insurance for Persons Travelling Abroad on Scheduled International Bus Lines operated by Volánbusz Zrt.)

## Health assistance insurance covering travel related accidents:

1. Upon the occurrence of an insured event the Insurer shall provide the following services after receiving a telephone call at the 24 hour help desk or other form of notification. The provision of services is based on the provisions of Chapter II. herein.

- a) provides health care assistance services to the Insured in case of travel related accidents, and
- b) provides reimbursement for the cost of necessary health care services, in case the Insured dies or suffers an accident whilst abroad during the insurance period.

2. The insurance provided hereunder shall cover the medical treatment (insured event) of the insured person following a travel related accident whilst abroad.

For the purposes of the present terms and conditions the term “medical treatment following travel related accidents” shall refer to cases where the lack of medical treatment would predictably endanger the life or bodily integrity of the Insured, or it would lead to irreparable harm to the health or bodily integrity of the Insured, or cases when the Insured needs immediate medical treatment due to the serious injuries sustained in an accident.

## Health assistance services of the Insurer following travel related accidents:

3. The Insurer operates a 24 hour Hungarian speaking assistance hotline in co-operation with its foreign assistance partner. After receiving a call from the Insured, the Insurer undertakes to provide the following health assistance services, involving its foreign partner if necessary:

- a) provides information about available options for medical treatment;

- b) notifies relatives or other persons named by the Insured about the condition of the Insured if requested by the Insured;
- c) in case it is necessary, the Insurer will contact the Insured’s family doctor and helps in maintaining contact between the doctors concerned;
- d) provides health advice to the Insured;
- e) in case of abasia, the Insurer shall arrange for an ambulance to transport the Insured to the nearest hospital or the nearest physician, and shall assume the cost of such transportation;
- f) if necessary, the Insurer shall arrange for the subsequent medical care of the Insured (for instance if the Insured has to be transferred to a specialist clinic at the doctor’s instructions);
- g) both in case of inpatient care and outpatient care the Insurer shall continuously liaise with the doctor in charge, the health care institution, monitoring the condition of the patient and the administration of the necessary treatment, and it shall also assume the costs related to such medical care in connection with doctors and/or hospitals subject to the provisions of the present Chapter;
- h) the Insurer will furthermore arrange for the home transportation of the patient.

4. The Insurer shall reimburse costs incurred abroad within the insurance period in relation to the travel accident of the insured person. Such reimbursement will be provided exclusively in a case of emergency and it may not exceed the limit of indemnity set forth in the contract, provided the Insured or the institution providing the medical care has requested health care assistance from the Insurer (or its assistance partner), or if such request was not possible they should have consulted on the use of such services with the Insurer or its partner.

No indemnification is payable hereunder if the Insured Person or his/her authorised representative fails to

comply with his/her reporting obligation concerning all significant circumstances of the accident within the shortest possible time and therefore significant details can no longer be identified.

In case there was no prior consultation with the Insurer in connection with the services, the Insurer will only provide reimbursement up to a reasonable amount.

In case the Insurer or its assistance partner was not notified of the travel accident of the insured person through the 24 hour assistance hotline and the invoice concerning the costs a medical care provided to the insured person was settled abroad, then claims related to such cases may be settled at the relevant unit of the Insurer in Hungary.

5. In cases of emergency this insurance shall cover the usual and justified costs of medical treatment with regard to applicable medical tariffs in force in the country where such services were provided. The costs above shall include the costs related to the following (with due consideration to the exclusions listed in Item 6.):

- cost of medical examination;
- cost of outpatient care;
- cost of hospital treatment, including urgent operations and extra costs related to intensive care. The Insurer shall cover such costs until the patient is ready for home transport but not longer than for three months from the date of falling ill at the latest;
- the usual and justified costs of transport by ambulance to the nearest hospital or the nearest doctor at the place where such services were provided;
- costs of medicine prescribed by the doctor in order to eliminate an acute condition or indisposition;
- the purchase price of crutches or walking cane deemed necessary by the doctor;
- replacement cost of glasses or contact lenses due to an accident which cause personal injury that had to be treated by a medical doctor, up to a limit of 150 EUR;
- the cost of dental treatment in order to eliminate or mitigate an acute condition or pain for a maximum of two teeth and not exceeding 150 EUR per tooth (treatment of roots of teeth may only be reimbursed in case a temporary filling was applied).

#### **6. No indemnification is payable hereunder for the following:**

- a) services which are not related to acute injuries occurring in connection with a travel accident;

- b) reimbursement of the cost of medicine needed for illnesses that were already known prior to the start of the journey, and medicines which can be purchased without a doctor's prescription;
- c) physiotherapy, balneotherapy, psychotherapy, acupuncture, and/or any type of healing activity performed by persons without a medical degree;
- d) treatment administered by a close relative of the Insured;
- e) general medical check-up, medical control and screening tests, and preventive inoculation;
- f) the purchase, replacement or repair of artificial limbs, hearing aids and other therapeutic devices;
- g) manufacturing and reattachment (glueing) of dental crowns, manufacturing and/or repair of dentures and dental bridges, removal of plaque and dental cosmetics;
- h) necessary medical treatment due to the effects of alcohol, drugs or other narcotic substances, including any deprivation symptoms arising therefrom;
- i) suicide or attempted suicide;
- j) in case the Insured caused the accident to him/herself wilfully or in case he/she became ill (or suffered an accident) in connection with the act of crime that he or she committed wilfully.

#### **Home transport of the patient**

7. In case the condition of the patient allows transportation, the Insurer or its assistance partner will organise the transport (including an escort by a physician if necessary) of the patient to Hungary instead of continuing the treatment abroad, and if necessary they will arrange for the patient's accommodation in the relevant health care institution. The date and method of home transportation will be determined by the Insured or its foreign assistance partner following consultation with the doctor or the institution involved in the treatment.

#### **Reimbursement for the cost of health assistance resulting from travel related accidents**

8. The foreign assistance partner of the Insurer will settle the invoice related to medical or hospital treatment which is monitored by such assistance partner provided the invoice is submitted directly to the assistance partner by the foreign health care institution or the doctor.

9. The foreign health care institution or doctor may submit the invoice on the provision of medical treatment directly to the Insurer. In such cases the invoice should be mailed to the Therapy Department of the Life Insurance Branch of the Insurer (1087 Budapest, Könyves Kálmán krt. 48-52.).

10. The following documents must be submitted to the Insurer or its assistance partner in order to settle the invoice:

- a) medical documents evidencing the urgency of medical care,
- b) original invoice on the treatment of the patient,
- c) original invoices on costs related to medical services, medicine and/or transport abroad with the information detailed under Item 11.,
- d) doctor's prescription of medicine, and
- e) all other documents detailed under Item 20. of the General Terms and Conditions.

11. The invoice or other certificates must indicate the patient's name, the type of illness, showing BNO code number if possible plus the details of medical services provided and dates of therapy.

12. If the foreign costs of medical treatment were settled by the Insured, he/she shall report the claim to the Insurer within 5 working days after returning home to Hungary. Claim reports will be accepted at any organisational unit of the Insurer and they will pass on such reports to the Therapy Department of the Life Insurance Branch of the Insurer in charge of settling illness related claims in Hungary.

13. The settlement of invoices settled by the Insured abroad and submitted to the Insurer in Hungary will be based on the applicable laws on foreign exchange within 30 days following receipt of the last document needed for the assessment and evaluation of the claim.

### Reporting Obligation of the Insured

14. The Insured shall provide any and all information to the Insurer (or its assistance partner) which is necessary for the assessment of the insured event and for determining the extent of indemnification to be provided by the Insurer. The Insurer shall be under no obligation to provide indemnification hereunder if the Insured fails to comply with this obligation and therefore significant circumstance can no longer be identified.

### Other travel related assistance insurance

#### Patient's visit

15. In case the Insured is in a critical condition whilst abroad or he/she must undergo hospital therapy exceeding ten days, the Insured (or its assistance partner) will provide reimbursement for one person (who has his/her habitual residence in Hungary) named by the Insured in respect of reasonable travel costs both ways (2nd class train ticket, cost of petrol for the car, economy class airplane ticket), and will arrange for hotel

accommodation for a maximum of 5 nights. Costs will be reimbursed up to the limit indicated in the insurance contract.

### Reimbursement of telephone calls

16. If the Insured undergoes emergency hospital treatment exceeding 48 hours whilst abroad, the Insurer shall reimburse his/her calls to relatives from the hospital. Calls must be evidenced by an invoice and reimbursement shall not exceed the relevant limit indicated in the insurance contract.

### Notification

17. If the Insurer or its assistance partner is notified of the accident of the insured person or they learn of the occurrence through other channels, they will immediately notify the person named by the Insured.

### Home transport of the body (mortal remains)

18. The 24 hour hotline of the Insurer (or its assistance partner) must be notified of the insured person's death abroad.

19. The home transport of the mortal remains will be arranged by the Insurer (or its assistance partner).

In order to arrange for home transport the relative of the insured person must obtain the following and submit them to the Insurer as soon as possible:

- birth certificate of the insured person,
- marriage certificate,
- statement from the cemetery allowing burial of the body, and
- all other documents detailed under Item 20. of the General Terms and Conditions.

20. The Insurer (or its assistance partner) shall reimburse the cost of the home transport of the body. In case there was no prior consultation with the Insurer in connection with the services, the Insurer will only provide reimbursement up to a reasonable amount.

### Reimbursement of Costs

21. In case the costs of services detailed under items 15 through 23 of the present terms and conditions were incurred without the Insurer's prior approval the Insurer will only provide reimbursement up to a reasonable amount.

22. Costs and expenses related to insured events that were properly reported as stipulated in the contract will be settled directly by the Insurer up to the limit of indemnity indicated in the insurance contract.

In case services were approved by the Insurer and the Insured settled the costs of such services abroad, the Insurer will reimburse such costs on the basis of the original invoices within 30 days following receipt of the last document needed for the enforcement of the claim. Claims will be settled by the Therapy Department of the Life Insurance Branch of the Insurer.

Allianz Hungária Insurance Co. Ltd.  
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# Supplementary Accident Insurance – Special Insurance Terms and Conditions

(Valid only if used together with the General Insurance Terms and Conditions of Group Insurance for Persons Travelling Abroad on Scheduled International Bus Lines operated by Volánbusz Zrt.)

1. On the basis of the general insurance terms and conditions and the present Special Insurance Terms and Conditions the Insurer shall pay indemnification in case of

- the accidental death of the Insured,
- and permanent (100%) health impairment

the applicable indemnity amounts as set forth in the insurance contract.

In case of permanent or temporary health impairment of the Insured Person, the indemnity amount paid by the Insurer shall be in proportion to the extent of health impairment.

## Definition of accident

2. The term “accident” shall refer to a sudden and external impact which is against the Insured’s will, that will cause the Insured to sustain an accident during the insurance period which results in the Insured’s death within one year or permanent health impairment within two years therefrom.

3. **The following shall not be regarded as accident: suicide, self mutilation or attempts thereat, heaving, spraining, frostbite, sunstroke, heat apoplexy, injury of vertebral disks, hernia and non accidental bleeding and stroke. Organs and parts of the body that have been permanently damaged or injured prior to the accidents are excluded from coverage hereunder. No indemnification is payable hereunder in case the accident is arising out of or in connection with the modification of the structure of the atomic kernel, radioactive radiation or ionising radiation.**

## Determining the extent of health impairment

4. The following table shall be used for determining the extent of health impairment in case of loss or incapacity of organs or limbs:

Health impairment of body parts	Indemnity %
· loss of vision in both eyes, loss of both upper arms, lower arms or hands, and simultaneous loss of one thigh and leg (amputation of an upper + lower limb), or the loss of both thighs	100

· loss of both legs	90
· loss of one thigh, loss of one upper arm	80
· loss of one leg, loss of one lower arm, total alalia, total loss of auditory acuity in both ears	70
· loss of right hand (in case of right handed persons) or loss of left hand (in case of left handed persons)	65
· loss of right hand (in case of right handed persons) or loss of left hand (in case of left handed persons)	50
· loss of one foot (below ankle)	40
· full loss of sight of one eye	35
· full loss of hearing of one ear	25

In case of partial amputation of one organ the amount of indemnity will be the applicable pro rata portion of indemnity percentages listed in this Article.

5. In case of loss or injury to the above organs and/ or limbs the extent of health impairment must be determined within 30 days following the submission of necessary documents, or within 2 years following the accident at the latest. In cases not mentioned in the table, the extent of accidental permanent health impairment shall be established by the Insurer’s physician, including loss of function of certain organs or limbs without actually losing them.

When establishing the degree of health impairment it is not the deterioration of capacity in relation to the Insured’ occupation but general loss of function should be evaluated that may be considered in respect of any kind or work.

As regards the extent of health impairment, the statement issued by the medical expert of the Insured shall be independent from the decisions brought by other bodies of medical experts.

If the extent of permanent health impairment cannot be established within six months following the reporting of the claim, 50 per cent of the indemnity amount due for the expected health impairment as estimated by the

Insurer's medical expert may be paid out in advance if requested by the Insured. The amount of the advance payment will be deducted from the total amount of indemnity due in respect of the permanent health impairment.

6. Should the Insured not agree with the opinion of the Insurer's physician in respect of the degree of his/her permanent health impairment, he/she may ask a second opinion from the Insurer's physician of second instance. Costs of examination shall be borne by the Insurer. Should the revising medical expert establish a higher degree of health impairment than the physician of the Insurer, or when examination has been initiated by the Insurer, the Insured and the person accompanying him/her – provided that accompanying is medically reasonable and required – shall be entitled to a flat charge reimbursement for their travel expenses on public transportation between the Insured's home and the place of examination.

7. The amount of indemnity paid on the basis of the accident insurance shall be independent from findings/statements and benefits provided by social insurance bodies.

8. The amount of indemnity in respect of permanent accidental health impairment of one insured person arising out of a single insured event may not exceed the indemnity amount due for 100% health impairment.

9. Due Date of Claims:

- the date of the insured event in case of immediate death, or immediate loss of limbs and/or organs,
- the date of death in case such death occurs at a later date but within one year,
- the date when the percentage of health impairment was first established by a doctor within the 2 year period in case of permanent, total or partial health impairment.

### Persons Entitled to Receive the Amount of Indemnity

10. The Insured shall be entitled to receive the amount of indemnity in respect of accidental disability. The

indemnity amount for death will be paid by the Insurer to the legal heir of the Insured provided the parties did not agree otherwise.

### Exemption of the Insurer

11. The Insurer shall be exempted from the obligation to pay indemnification hereunder if there is evidence to prove that the accident was caused illegally by the Insured or through wilful intent or gross negligence by the Contracting Party or a relative living in the same household. The Insurer shall also be exempted from paying the amount of indemnity if there is evidence to prove that the Insured's death was the result of the wilful conduct of the beneficiary.

### Payment by the Insurer

12. Claims related to accident insurance may be submitted at any unit of the Insurer.

The deadline for payment by the Insurer is contained in Item 20. of the General Insurance Terms and Conditions.

Documents needed for the reporting of the claim:

- the official report or certificate issued abroad on the occurrence and circumstances of the accident and the injury;
- if there is a procedure by the authorities then the relevant notification or decision issued by the authorities;
- if there is no designated beneficiary therefore the legal heir becomes the beneficiary, a legally valid decision on inheritance issued by the notary public or the relevant court, or an inheritance certificate must be attached to the claim; and
- all other documents detailed under Item 20. of the General Terms and Conditions.

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# Supplementary Luggage Insurance – Special Insurance Terms and Conditions

(Valid only if used together with the General Insurance Terms and Conditions of Group Insurance for Persons Travelling Abroad on Scheduled International Bus Lines operated by Volánbusz Zrt.)

## Insured property

1. The present insurance shall cover the luggage, clothing and travel documents carried abroad by the Insured from Hungary (or the home country of persons who are regarded as “exchange foreigners”).

### 2. The following shall not be regarded as luggage or insured property:

- jewellery, property items made of precious metals, artwork, collections, precious furs, stamps and musical instruments, arms and ammunition;
- cash, other means of payment (cheques, including blank cheques, bank cards, credit cards, cheque cards, bills, payment orders, savings books, or any other official documents concerning such savings deposits, and/or any other documents used for the same purpose regardless of their name, securities, season tickets or passes (such as a ski pass) and travel tickets;
- property items purchased abroad during the insurance period;
- property items whose value exceeds the individual new replacement value as indicated in the insurance contract, including their parts and accessories regardless of their value.

## Insured event

3. The supplementary luggage insurance provides coverage against

- a) theft of property items from the trunk of the vehicle provided it was locked and shielded from looking inside,
- b) damage or loss of property as a result of traffic accident sustained by the insured person or the vehicle.

This insurance shall furthermore cover the following:

- c) damage to the clothing of the insured person resulting from the traffic accident (with the exception of the contents of his/her pockets) provided the insured person has to undergo subsequent medical treatment because of the accident. For the purposes of the present insurance, “accident” shall mean a

sudden external impact of force which is against the Insured’s will,

- d) theft of the insured person’s passport, driver’s licence or vehicle licence, or if the insured is robbed of such documents whilst abroad,
- e) the part of the loss or damage due to non delivery of luggage taken over for scheduled transportation which is not recoverable on the basis of prevailing legislation concerning carriers.

### 4. This insurance shall not extend to the following events:

- loss, abandonment or dropping of property items (travel documents), theft of unattended property items,
- if luggage is stolen from the passenger compartment of the vehicle,
- if luggage in the trunk of the unattended vehicle is stolen between 10PM and 6AM.

Being left unattended shall mean the following,

- in case there is a driver and a driver’s mate or two drivers, the vehicle shall be deemed to be left unattended if the driver and his/her mate or both drivers leave the vehicle at the same time; walking around the vehicle is not regarded as leaving it unattended,
- when only one driver is employed the vehicle shall be deemed unattended when the driver leaves it for more than 5 minutes.

## The Insurer’s liability

5. In case of an insured event, the Insurer shall settle the loss at new replacement value except in case the damaged property item can be repaired. In case the damage can be repaired the Insurer shall pay for the cost of repair.

In case the expected cost of repair exceed the new replacement value of the damaged item, the Insurer shall reimburse the new replacement value of the item up to the limit indicated in the insurance contract.

As passports, driver’s licences and vehicle licences stolen whilst abroad, the Insurer shall reimburse the

replacement cost of such documents against submission of the relevant invoice and up to the limit indicated in the insurance contract.

If property items were stolen from the locked trunk of the vehicle that was protected from looking in, the amount of indemnity shall not exceed 50 per cent of the sum insured indicated in the contract.

### The obligation of the insured to mitigate losses in case of theft of luggage

6. In order to enhance the success and efficiency of investigation related to the theft of property items, the Insured shall mitigate the loss by doing the following:

- a) the insured person shall personally report the theft of property to the foreign police authorities within 24 hours following the occurrence or learning of the theft, and
- b) he/she must provide a detailed list of stolen items indicating the value of each item.

7. In case of luggage insurance the Insurer shall be exempt from providing indemnification in case the Insured fails to fully comply with his/her obligations set forth under Item 6.

### Exemption of the insurer

8. The Insurer shall be exempted from the obligation to pay indemnification in respect of loss or damage of luggage if there is evidence to prove that the accident was caused illegally by the Insured or through wilful intent or gross negligence by the Contracting Party or a relative living in the same household.

### Claims reporting

9. Claims may be reported at any unit of Allianz Hungária Insurance Co. Ltd.

The following documents must be attached for loss settlement:

- original police report or resolution addressed to the Insured,
- the purchase invoice of the given property item,
- other documents needed for the enforcement of the claim, and
- all other documents detailed under Item 20. of the General Terms and Conditions.

**Allianz Hungária Insurance Co. Ltd.**

**1087 Budapest, Könyves Kálmán krt. 48-52.**

**Company registration number: The Municipal Court of Budapest as Court of Registration, Cg. 01-10-041356**