

1. Introductory provision

1. This private insurance (hereinafter referred to as the "**Insurance**") is governed by the Hungarian legal system, including the Civil Code, the Insurance Act and these insurance terms and conditions (hereinafter referred to as the "**Insurance Conditions**"). This Insurance is concluded as insurance of loss.

2. General provisions

1. **Insurer:** is **Fortegra Europe Insurance Company SE**, whose registered office is at Office 13, SOHO Office The Strand, Fawwara Building, Triq l-Imrida, Gzira, GZR 1401, Malta. Fortegra Europe Insurance Company SE carries on its general business under the Malta Insurance Act 1998 and is regulated by the Malta Financial Services Authority, registration number SE 17.
2. **Branch office of the insurer:** DEFEND INSURANCE Kft. (head office: 1082 Budapest, Futó utca 35-37., company registration number: 01-09-355963; tax number: 27899164-2-42, supervisory registration number: I7918), which is an independent legal entity with permanent authorisation from the Insurer and which is considered to be a branch of the Insurer in accordance with Article 145(1) of DIRECTIVE 2009/138/EC OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL on the taking-up and pursuit of the business of Insurance and Reinsurance (Solvency II).
3. **Claims Handler:** Claims will be **handled by the Insurer's Branch**. This company has been appointed by the Insurer to handle all claims under this Insurance (hereinafter referred to as the "**Claims Handler**").

3. Eligibility

1. Insurance can only be taken out by the person named as the **Principal Driver** in the **Rental Agreement**.
2. The **Lead Driver** and **Additional Drivers** must be between 21 and 84 years of age, hold a valid driving licence and be resident in Hungary at the time of taking out the **Insurance Contract**.
3. The commencement date of the Insurance must be prior to the commencement date of **Your Trip** as stated in **Your Rental Agreement** and the duration of the Insurance as stated in the **Insurance Contract** must not be less than the duration of your **Rental Agreement**.
4. The insurance does not cover **Rental Vehicles** worth more than **HUF 27.000.000** or older than **20 years**.

4. Definitions

1. For the purposes of this insurance, the following terms shall have the following meanings:
 - a. "**Policyholder**" means the person who has concluded the **Insurance Contract** with the Insurer and from whom the Insurer is entitled to collect a premium. However, he is named in **Rental Agreement** as the **Lead Driver** and meets the eligibility criteria set out in Article 3 of the **Insurance Conditions**. In addition, this person may also be referred to as "**You/Your**".
 - b. "**Lead Driver**" means the Policyholder who has also entered into a Rental Agreement in which he/she is named as the Lead Driver.
 - c. "**Insured**" means the person whose risk of loss is covered by the insurance.
 - d. "**Insured Event**" means a fortuitous and unexpected occurrence caused by an Insured Peril which results in the Insured having to pay an **Excess** for damage to or loss of the **Rental Vehicle** during the **Period of Insurance**. An accidental and unforeseeable event is not an Accidental and Unexpected Event if it occurs as a result of a deliberate act by the **Policyholder**, the **Insured** or a person close to the Insured.
 - e. "**Additional Drivers**" means the (up to five) persons listed as **Additional Drivers** in the **Rental Agreement**. The **Additional Drivers** must be meet the eligibility conditions set out in Article 3 of the **Insurance Conditions**.
 - f. "**Insurance Conditions**" means these policy conditions, which contain important information about the insurance and its exclusions.
 - g. "**Insurance Contract**" means the contract between **Us** and **You** setting out, among other things, the scope, terms and conditions of the Insurance.
 - h. "**Car Rental Company**" means a company which must be fully licensed by the regulatory authority of the country from which it and which hires out the vehicles it operates for a fee. The term **Car Rental Company** does not include any form of car sharing (e.g. road-trip carsharing, free-floating carsharing, peer to peer carsharing, etc.)
 - i. "**Insured Perils**" are the possible causes of the occurrence of **Insured Events**. For the purposes of the **Insurance Conditions**, the **Insured Peril** is exposure to external influences caused by fire, natural disasters (e.g. hail, tree felling), vandalism, accident or theft (including attempted theft) that causes external damage such as, but not limited to, scratches, chips or dents to **Your Rental Vehicle**. In addition, **Insured Perils** also include **Misfuelling** or **Lost, Stolen or Damaged Keys**.
 - j. "**Misfuelling**" means that **You** have filled the wrong type of fuel into your **Rental Vehicle**.
 - k. "**Excess**" means the amount set out in the **Rental Agreement** for which **You** are responsible in the event of **Insured Perils**.
 - l. "**Lost, Stolen or Damaged Keys**" means keys, key fobs and cards used to open and lock the **Rental Vehicle**, which are used to open or lock the **Rental Vehicle** are lost or stolen before they are returned.

- m. **"Rental Agreement"** means the contract signed by the **Lead Driver** and the **Car Rental Company** for the hire of the **Rental Vehicle**, which sets out the amount of the **Excess** to be borne by the **Insured**.
- n. **"Rental Vehicle"** means any regular passenger car or van with a maximum capacity of 9 seats and a maximum weight of 3.5 tonnes, used by a operated by a Car Rental Company and hired under a short-term contract, unless:
 - a. More than 20 years old;
 - b. more than **HUF 27.000.000** (or equivalent);
 - c. caravan or motor caravan, commercial vehicle or truck, two or three-wheeled vehicle or special off-road vehicle
- o. **"Trip"** means the duration of the Single **Rental Agreement**.
- p. **"Period of insurance"** means the period of insurance for which premiums are payable, as set out in the Insurance Contract. This insurance may cover:
 - a. **"Single Trip Policy"** – for one **Trip**, the length of the Trip must the same as the length of the **Period of Insurance** and is not exceed 62 days; or
 - b. **"Annual Policy"** - for a fixed term of 12 months, for repeated **Trips**, where the length of each **Trip** cannot exceed 62 days. The insurance covers all Trips made during the **Period of Insurance**. Single **Trips** cannot overlap.
- q. **"Electronic Signature"** means, for the purposes of the **Policy Conditions**, the signature of the **Policyholder** during the process of concluding the **Insurance Contract** signature by entering a unique SMS code on your mobile phone
- r. **"Limit of Insurance Benefit"** means the maximum amount of indemnity payable in respect of an insured event, as set out in Article 6 of the **Insurance Conditions**.
- s. **"Aggregate Limit"** means the maximum aggregate amount of all insurance services payable under an **Insurance Contract** as set out in Article 6 of the **Insurance Conditions**.
- t. **"Terrorism"** means any act that includes, but is not limited to, threats of violence and/or force by any person or group(s), acting alone or on behalf of or in association with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons, including the intention to influence the government and/or to intimidate the population or any section of the population.
- u. **"We/Us/Our"**: means **Fortegra Europe Insurance Company SE**.
- v. **"You/your"** means the person who took out this Insurance product and is named as the **Policyholder** on the policy schedule and who must also be the person named as the Lead driver in the **Rental Agreement**.

5. Commencement, duration and termination of insurance

1. This insurance is taken out for a limited period. Its start and expiry dates are specified in the **Insurance Contract**.
2. The insurance shall be concluded:
 - o by signing the **Insurance Contract** by **Electronic Signature**; or
 - o by paying the single premium. In this case, the conclusion of the **Insurance Contract** is deemed to be the payment of the premium. If the premium has not been paid within the stipulated period, the Insurance has never come into existence.
3. The **Policyholder** will receive all documents to the e-mail address of the contact person specified in the Insurance Contract.
4. The **Insurer's** obligation to provide insurance services arises at the beginning of the **Insurance Period** and ends on the last day of the **Insurance Period**.
5. The insurance may be terminated in the cases provided for in the Civil Code, in particular in one of the following ways:
 - a. at the end of the **Insurance Period specified** in the **Insurance Contract**;
 - b. by agreement between the Insurer and the **Policyholder**;
 - c. on the basis of termination by the Insurer or the **Policyholder**;
 - d. cancellation of the **Insurance Contract** due to misleading information. The **Insurance Contract** may be terminated if one of the parties has made misleading statements at the time of conclusion of the contract. However, only the person who received the misleading information may terminate the contract within 2 months of the date on which he or she became aware or should have become aware of the misleading information;
 - e. by cancelling the **Insurance Contract** within 14 days of conclusion. The **Insurance Contract** will be terminated from the beginning. The cancellation period shall be maintained if the notice of cancellation is delivered to the Branch of the Insurer within this period. In this case, **You will** be entitled to a refund of the premium paid, unless the date of acceptance of the Rental Vehicle under the **Rental Agreement** has already passed or **You have** not made the **Trip**. The **Insurance Contract** cannot be cancelled if it has been concluded for a period of less than one month.
6. If the insurance terminates during a **Period of Insurance** in which the **Insured Event** has occurred or **you** have made a claim or intend to make a claim, the insurer is entitled to retain the premium until the end of the **Period of Insurance**, regardless of the reason for termination. In other cases, the premium will be refunded on a pro rata basis.

6. Coverage and Benefit Limits

1. The insurance covers only one active **Rental Agreement** at any time during the **Insurance Period**.
2. You will only be covered if **You** use the **Rental Vehicle** in the area specified in your policy. This is one of the following geographical areas:
 - o Europe: the countries of the European continent plus Morocco, Tunisia and Turkey, excluding the countries of Ukraine, Russia and **Trip** to, from or through Belarus.
 - o Worldwide: anywhere in the world, excluding **Trip** in, to or through Afghanistan, Belarus, Cuba, Congo, Iran, Iraq, Ivory Coast, Liberia, North Korea, Myanmar, Russia, Sudan, South Sudan, Syria, Ukraine or Zimbabwe.

3. The insurance service is provided **up to the insurance limit**, which is **HUF 2.700.000** for the Single **Trip** insurance policy. In case of an annual policy, the **insurance limit** can be applied several times, the **aggregate limit is HUF 2.700.000**.
4. The insurance covers Insured Events which result in You being liable to pay the **Car Rental Company**:
 - Damage to the **Rental Vehicles**, including damage to windows, windscreens, tyres and wheels, headlights, undercarriage or roof;
 - loss of use of the **Rental Vehicle** due to damage;
 - Towing costs related to the damage.
5. The insurance automatically covers the following costs and services:
 - **Misfuelling** - the cost of cleaning the engine and fuel system and any towing costs of the hired vehicle, up to a maximum of **HUF 200,000** per claim and up to a maximum of **HUF 800,000 per insurance period**.
 - **Lost, Stolen or Damaged Keys** - the costs incurred to replace **Lost, Stolen or Damaged Keys**, including replacement locks and locksmith fees, up to a maximum of **HUF 200,000** per claim and up to a maximum of **HUF 800,000** in any insurance period.
6. The insurance service is paid in HUF. If the payment under the **Rental Contract** is made in local currency, the amount of the insurance service in HUF shall be converted on the basis of the exchange rate of the National Bank of Hungary valid at the time of conclusion of the **Insurance Contract**.

7. What Is Not Covered

1. The insurance does not cover:
 - a. Any costs or charges that are not directly related to damage to the **Rental Vehicle** caused by external causes, including, but not limited to, costs resulting from mechanical or electrical breakdown of the **Rental Vehicle** or parts that need to be replaced due to wear and tear.
 - b. If the hired vehicle is a motorhome, trailer or caravan, commercial vehicle or lorry, two or three-wheeled vehicle, special off-road vehicle, a vehicle with more than 9 seats or over 3.5 tonnes, or more than 20 years old, or the value of the vehicle exceeds **HUF 27,000,000** (or the equivalent in local currency) at the time of the rental contract.
 - c. Renting any private vehicle or a vehicle that is not operated by a fully licensed **Car Rental Company**.
 - d. Any car sharing or carpooling. This includes round-trip carsharing, free-floating carsharing, peer-to-peer carsharing and so on.
 - e. **Lead Driver** or Additional Driver, if you do not meet the eligibility criteria set out in Article 3 of the **Insurance Conditions**;
 - f. If the duration of the **Rental Agreement** is:
 - a. longer than **Your Period of Insurance**; or
 - b. lasts for more than 62 consecutive days for a Single Policy; or
 - c. 62 consecutive days or more on an annual insurance policy.
 - g. If the injury is intentionally caused by injury, alcohol or drug use (except for drugs prescribed by a registered medical practitioner and taken in accordance with directed treatment if not prescribed for the treatment of drug addiction);
 - h. If the damage results from exposure to unnecessary danger, except in an attempt to save human life;
 - i. Property damage or expenses that are **Insured** by another insurer and the full compensation has been paid under the policy;
 - j. Damage resulting from the operation of the **Rental Vehicle** in breach of the terms of the Rental Agreement, including the use of contraband or the transport of illegal trade.
 - k. Any credit card foreign exchange transaction fees.
 - l. If the costs are assumed, waived or paid by the **Car Rental Company** or its insurer or by a third party insurer of the **Rented Vehicle**.
 - m. Damage to cars or other vehicles that are not Rental Vehicles.
 - n. Wear, gradual deterioration, damage caused by insects or vermin.
 - o. Damage to the interior or accessories of **the Rented Vehicle** (e.g. roof box, navigation system, child seat, etc.);
 - p. Damage to a vehicle driven by persons who are not named **as the driver** in the **Rental Contract** or as **an additional driver**.
 - q. If the costs are reimbursed by the insurer of the **insured driver's** employer.
 - r. If the damage is the result of driving off the road, on an unmade road or on a road not designated as a public road.
 - s. Any indirect costs incurred due to damage to the **Rental Vehicle**, such as transport costs or the cost of hiring a replacement vehicle;
 - t. If **You** have been specifically warned of the risk of damage to the **Rental Vehicle**, for example, if **You** have been warned of high water levels or the presence of animals that may cause damage.
 - u. We are under no obligation to indemnify **You** against any claim or provide any cover or benefit for under this Agreement, if the provision of such security, the payment of such claim or the provision of such benefit would subject us to sanctions, prohibitions or restrictions under United Nations resolutions or under the trade or economic sanctions, laws or regulations of the European Union, the Republic of Ireland, the United Kingdom or the United States of America.
 - v. If your claim arises in any way from:
 - a. war, invasion, acts of foreign hostilities, hostilities or acts of war (whether or not war has been declared), civil war, insurrection, revolution, rebellion, civil commotion, civil disturbance, which is of the character of, or is tantamount to, insurrection, military or usurped power;
 - b. any act of **Terrorism**;
 - c. any act of war or **Terrorism** involving the use or threat of use of a nuclear weapon or device, chemical or biological agent;
 - d. ionising radiation or radioactive contamination from any nuclear fuel or from the burning of nuclear fuel from nuclear waste.

8. Insurance premium

1. Unless otherwise agreed in the **Insurance Contract**, the premium is a single premium and is payable for the entire Period of Insurance. The

- amount of the premium is agreed in the **Insurance Contract**.
2. Unless otherwise agreed in the **Insurance Contract**, the premium is payable when the **Insurance Contract** is concluded.
 3. In the event of termination of the insurance contract before the end of the insurance period (not including the case where the insurance contract is terminated due to the occurrence of a claim), the premium shall be reimbursed to the **Policyholder** in accordance with Article 5(5) and (6) of the **Insurance Conditions**.

9. Damage settlement procedure

In the event of a claim, the **Insured** must follow the following procedures:

Step 1 - Returning Your Rental Vehicle

If a **Rental Vehicle** is damaged by an **Insured Peril** during the term of the **Rental Agreement**:

- Take photos of the damage.
- Check that **You** are responsible for the costs under the Your **Rental Agreement**.
- Request an accident report and an invoice or similar document proving that You have paid for the damage (**We** recommend, to pay by credit card, not cash).

Step 2 - Claim notification

All claims must be notified to **the Branch of the Insurer**, whose details are set out below. You must do this within 31 days of the expiry of the **Rental Agreement** time the claim occurred. Please contact **the Insurer's Branch** at the following address:

DEFEND INSURANCE Kft.

CLAIMS DEPARTMENT

1082 Budapest, Futó utca 35-37. Hungary

Tel: +36 (1) 800-8030

e-mail: karrendezes@defendinsurance.hu

Please give them the policy number.

Step 3 - Providing documentation

We will need copies of these documents:

- **Rental Agreement**
- Proof of payment of the rent (if separate from the **Rental Agreement**)
- Police report, if the event required Police presence by law
- Photographs of the damage to the Rental Vehicle (and pictures of the Rental Vehicle before the incident, if available)
- Accident Report from the **Car Rental Company**
- Invoices/receipts/other documents proving the amount **You** have paid for the damage You have been charged by the **Car Rental Company**
- Credit card or bank account statement proving payment of the damage claimed
- Bank account to which the insurance claim is to be paid

If necessary, **You** may be asked to provide additional documents (for example copy of driving license or passport and so on).

Step 4 – Claims payment

The insurer will pay the insurance service by direct payment to your HUF bank account. The insurance service will be paid within 15 days of the end of the investigation of the **Insured Event**.

Failure to follow this claims procedure may result in a denial or reduction of benefits.

10. General duties of the Insured

1. **You** must provide the adjuster with all relevant and truthful information and assistance requested by the adjuster.
2. No one is authorised to assume any liability on our behalf or to make any representations or other commitments that are binding on **Us**, except with **Our** written consent.

11. Complaints and dispute resolution

We make every effort to provide **You** with a high quality service. However, occasionally disputes or misunderstandings may arise. In this case, we will explain how we can deal with such cases.

1. **Complaints about the sale of your insurance:** if you wish to make a complaint about the sale, general administration or these **Insurance**

Conditions, please contact **Us**:

DEFEND INSURANCE Kft.

Futó street 35-37.

1082 Budapest Hungary

Tel: +36 (1) 800-8030

e-mail: info@defendinsurance.hu

2. **Complaints about a claim:** If you wish to make a complaint about a claim, please contact the Insurance Branch:

DEFEND INSURANCE Kft.

Futó street 35-37.

1082 Budapest Hungary

Tel: +36 (1) 800-8030

e-mail: karrendezes@defendinsurance.hu

3. Complaints handling procedure:

- We will acknowledge receipt of the complaint in writing within 5 working days at the latest.
- **We** will communicate Our decision on the complaint in writing within 30 days of receipt.
- If **We** are unable to resolve the complaint within this time period, **We** will notify the Insured in writing, stating the reasons, and **We** will endeavour to resolve the complaint within a further 30 working days from that date.

4. **Other options:** if the Insured remains dissatisfied with the response to the complaint, or if the complaint is not resolved within the time limit set out above, the Insured may have recourse to the following bodies or authorities:

- a. You can initiate a consumer protection procedure at the Magyar Nemzeti Bank by post (Magyar Nemzeti Bank 1534 Budapest BKKP Pf. 777);
You can submit it in person at the MNB Customer Service (1122 Budapest, Krisztina krt. 6.);
You can submit it in person at any Government Office;
Electronically via the Client Portal.
- b. You can initiate proceedings at the Financial Arbitration Board The address of its Customer Service is: 1122 Budapest, Krisztina krt. 6.
Phone number: 06-80 203-776
Internet contact: www.penzugyibekeltetotestulet.hu Correspondence address: Financial Arbitration Board H-1525 Budapest Pf.: 172.
Hearings will be held at Capital Square Office Building, Váci út 76, 1133 Budapest
- c. You can bring civil proceedings in the competent court.

12. Legal and Regulatory information

1. **Fees and claims - your rights:** for the purposes of handling premium payments from **You** due to us and claims made by you, the Insurer's Branch will act as **Our** authorised agent. This means that when you pay a premium to it, we will treat it as having been received by us and that any valid claim made by you to the Insurer's Branch will not be considered settled until payment is received in your account.
2. **Questions and changes:** 1082 Budapest, Futó utca 35-37., Hungary, Tel: +36 1 800 8030, E-mail: info@defendinsurance.hu.
3. **Applicable Law and Legal procedure:** This insurance is governed by Hungarian law and any dispute shall be subject to the competent court of Hungary.
4. **Language and communication:** all insurance documents and communication with **You** will be in Hungarian. All communication and all forms of insurance will be communicated to you and all our languages will be communicated to you. Will be considered as a written form.
5. **Right of recovery:** the Insurer has the right to recover damages or other rights from third parties in respect of any indemnity provided under the policy.
6. **Fraud prevention:** information given to the Insurer by **You** or a person acting on your behalf that is fraudulent or misleading may result in the Insurer losing your right to any benefits under the Policy, your Policy being terminated, and **us** recover any costs or expenses we incur.
7. **Service:** **We** hereby agree that any summons, notice or process required to be served on **Us** for the purpose of commencing any legal proceedings in relation to this insurance shall be properly served when addressed to **Us** and delivered to the Branch of the Insurer, who shall then be entitled to accept service on our behalf. By giving the foregoing authorization, we do not waive our right to service of such summons, notices or process by reason of our residence or domicile in Belgium, nor do we waive any special delay or time limit.

13. Data Protection Short From Privacy Notice

1. The personal data of the Insured/Policyholder is collected by the Insurer, who acts as a personal data controller within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
2. All information on the scope of the personal data collected, the purposes for which the data are collected, the means and recipients of the processing, the duration of the storage of the data and the rights of individuals with regard to such data are set out in the information and notice provided to the data subject in accordance with the Data Protection Regulation, which is given to the Policyholder upon conclusion of the Insurance Contract and is also available at www.defendinsurance.eu/hu/data.

14. Final provisions

1. In matters not covered by these General Policy Conditions, the provisions of the Special Conditions, the Insurance Contract and the Civil Code and the Law on Insurers and Insurance Activities shall apply. The language of the contract is Hungarian. The law applicable to these General Policy Conditions is Hungarian law.
2. These Insurance **Terms and Conditions** shall enter into force on 16.09.2024.