



AEGON TREND Liability Insurance

Commercial Property and Liability Insurances

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General Contractual Terms and Conditions

1. Unless the specific liability insurance terms and conditions and/or the endorsements do not provide alternatively, these present general terms and conditions contain the rules that in general are applicable to liability insurance contracts concluded between AEGON General Insurance Ltd (hereinafter the Insurer) on the one hand and the Policyholder (Insured) on the other hand, on the ground of the conditions of the general liability insurance (basic insurance) and the supplementary insurances selected by the Policyholder (Insured).
2. In accordance with the provisions of liability insurance contract(s) concluded on the ground of these regulations, the Insurer, in consideration of the insurance premium shall instead of the Insured reimburse those losses that the Insured is liable for to the extent of the Insured's liability, in the amount and under the conditions specified in the proposal, the policy, the enclosures of the policy (schedules) and the terms and conditions.
3. Parties to the contract:
 - AEGON Hungary General Insurance Ltd., hereinafter the Insurer;
 - the Insured;
 - the Policyholder that may be identical with the Insured.
4. The language of the contract is Hungarian; the legal relationship between the parties shall be governed by the Hungarian legal rules.

I. ENTITIES PARTICIPATING IN THE INSURANCE CONTRACT

1. Policyholder

The Policyholder can be a legal person or an economic organisation without legal personality that submitted the insurance proposal and is designated in the policy, the insurance contract as the Policyholder.

The Policyholder complies with the premium payment obligation and he will be the addressee of any legal declaration made by the Insurer. The Policyholder is entitled and obliged to make legal declarations related to the insurance and to furnish the Insured with information if they are not identical persons.

The Policyholder and the Insurer will specify liability insurance conditions in an insurance contract.

2. Insured

Under the liability insurance regulation, the insured is a person designated by his name in the contract (policy), who concluded the liability insurance contract regarding the lawfully performed activity determined in the contract and covered by insurance, and whose wrongdoing and indemnification obligation under the Hungarian substantive law is covered by the liability insurance within the scope of the relevant terms and conditions.

Under a liability insurance contract the Insured can be:

- a legal person,
- an economic organisation (section 685.c of the Civil Code designated by his name in the contract (policy)).

3. Insurer

AEGON Hungary General Insurance Ltd.

II. COMING INTO FORCE, DURATION AND TERMINATION OF INSURANCE CONTRACTS

1. The insurance contract comes into force by virtue of a written agreement between the parties. The conclusion of the contract is initiated by the Policyholder (Insured) with a written proposal (schedule).
2. The Insurer is entitled to evaluate a proposal within 15 days from the day of its receipt by the Insurer or its representative. A contract comes into force if the Insurer approves the proposal within the 15-day deadline. Also, a contract comes into force if the Insurer would not respond to the proposal submitted by the Policyholder (Insured) within the said 15-day deadline. In this latter case a contract comes in to force with the content as stipulated in the proposal, with retroactive effect on the day when it was received by the Insurer's representative.

If the contract would come into force without the declaration made by the Insurer, the Insurer will be entitled to cancel the contract within 15 days from the day when the proposal was received by the unit of the Insurer entitled to issue the policy, with a 30-day notice.

3. A precondition of the evaluation of the contract is that all substantial contract data, specifically data that are of significance from the underwriting aspect, all deeds and other declarations indicated on the proposal would be received by the Insurer.
4. If the Insurer may refuse the proposal within the 15-day deadline specified above, it cannot be held liable for losses occurring during that period.
5. The Insurer certifies the coming into force of the contract by issuing the policy. The Policyholder will be entitled to receive the policy also in the case of the implied contract.
6. The insurance contract can be concluded for a defined or an undefined period. In the absence of any alternative agreement between the parties, the duration of the contract will be undefined. Within the duration the insurance period will be one year.
7. The insurance anniversary shall be the calendar day corresponding to the commencement of the insurance coverage, which will be indicated on the policy.
8. A contract concluded for an undefined period could be cancelled with effect of the end of the insurance period (the last day preceding the insurance anniversary). The cancellation period is 30 days. The cancellation period starts on the day when the other party gained knowledge. Cancellation could validly be notified only in writing.
9. In the contract the parties may agree on the exclusion of the right of cancellation for a period of at most three years. In such case the Insurer will grant premium discount specified in the contract (time discount). In the event of cancellation, the Insurer may claim the refunding of the premium rebate that has been granted under the contract on the basis of such agreement. If the cancellation of the contract would be initiated by the Insurer, it may not claim the refund of the time discount.
10. After 60 days from the due date of the insurance premium (reinstatement period) the insurance contract will cease, unless the premium in arrears was settled, the Insured was granted postponed premium payment or the Insurer enforced its premium claim in litigation.

III. TERRITORIAL AND TIME SCOPE OF THE LIABILITY OF THE INSURER

1. The liability of the Insurer covers losses caused, occurred and reported in Hungary. The territorial scope of the Insurer's liability is Hungary.
2. Under the contract, the Insurer will reimburse losses caused and occurred during the duration of its liability, which in the case of a contract in force are reported during the duration of its liability, and in the case of contract already terminated are reported within 1 year from the termination of the duration of its liability, provided that all three conditions jointly prevail.
3. Commencement of the Insurer's liability:
 - earliest at 0.00 hour on the day following the day when the insurance premium was received by the Insurer, or if postponed premium payment was granted, the day when such postponement was granted or the day when the proposal was received by the Insurer; or
 - in the case of deferred or delayed commencement of the Insurer's liability (waiting period, 6 months at most), a discretionary later date indicated herein.

If the Insurer's liability starts at 0.00 hour on the day following the day when the proposal was received by the Insurer or its representative through a broker or on-line, the Insurer may grant possibility of postponed payment of the insurance premium, the last day would be the deadline set for the settlement of the accounting certificate issued by the Insurer. Should the deferred premium not be settled, the liability of the Insurer will last for at most 30 days and with its passing the contract will cease.

Should in the contract the parties agree on the commencement of the Insurer's liability at a later date irrespective of the day of the receipt of the proposal or the premium (waiting period excluding any liability of the Insurer), the Insurer will recognise the premiums paid for a period that may not start earlier than the period of the Insurer's liability.

4. If the premium (instalment) paid would be less than the premium instalment corresponding to the relevant timetable, the period of the Insurer's liability will be reduced in proportion with the premium remitted, and the contract will be terminated on the last day of the reduced period of the Insurer's liability, unless the premium instalment in arrears would be settled. If payments under the amount due would be paid for various types of liability insurances, the Insurer will proportionally reduce the period of its liability for all insurance products in force.

IV. INSURANCE EVENT

1. In the frames of the liability insurance contract, in accordance with the provisions of the regulations of the individual liability insurances (basic insurance and supplements under the special conditions) and up to the extent specified in the policy, the Insurer will in consideration of the insurance premium exempt the Insured from the payment of losses for which he is liable, to the extent of such legal liability. Specific insurance events are described in the supplementary insurance terms and conditions.
2. From among the insurance events specified in the specific liability insurance terms and conditions, our liability insurance covers only those ones that were indicated in the proposal of the Policyholder and approved by the Insurer and for which the relevant premium was paid, and which do not qualify as perils not covered by or excluded from insurance.
3. From the aspect of the Insurer's liability, insurance event shall mean loss caused and occurred during the duration of its liability, which in the case of a contract in force are reported during the duration of its liability, and in the case of a contract already terminated are reported within 1 year from the termination of the duration of its liability, provided that all three conditions jointly prevail. More than one loss that occurred for the same cause, which are temporally interrelated and affecting eventually more than one claimant (series of losses) shall be deemed as one single insurance event.
4. The day when the loss was caused shall be the day when the act or omission causing the loss occurred. If the loss was caused by a process, the day of causing the loss will be the first day when the first error in this respect was committed. If the loss was caused by an omission, the day of causing the loss will be the day when such omission could have been remedied without the occurrence of the loss. The time of the loss occurrence will dependently upon the type of loss be as follows:
 - In the case of personal injury:
 - in the event of bodily injury it will be the time of the injury, even if later it caused death;
 - in the event of health impairment it will be the time of the injury;
 - In the case of other non-pecuniary losses it will be the time when the negative impact of the peril evidently occurred for the first time;
 - In the case of property losses it will be the time of the loss occurrence;
 - In the case of series of losses it will be the time of the occurrence of the first event.
5. The date of the occurrence of the insurance event will be the day when the claimant perceived or gained knowledge of the loss occurrence.

V. SUM INSURED AND PAYMENT OF PREMIUM

1. The sum insured (limit of indemnification) will be specified by the Insured (Policyholder), and it will be stated in the currency actually in force in Hungary. The sum insured will be the upper limit of the insurance benefit for any single year – or in the case of contract concluded for a defined period for such insurance period – or the upper limit of the sum payable for any one event and maximum for any single insurance period (limit). Sub-limit shall mean a limit within the limit of indemnification, specified for a named risk.
2. Sums insured are irrespective of the number of claimants, and the amount of indemnification may not exceed same even if several claimants would submit their claims in respect of a single event. The Insurer will provide coverage within the limits of indemnification set for any single event and/or insurance period as regards claims submitted by claimants wherein they demand compensation.
3. The Insurer will assume a single loss event even if an insurance event would involve several claimants or series of losses irrespective of the number of claimants. Series of losses shall mean that several insurance events occurred in causal relation with a specific act or omission of the Insured.
4. If the Insured would exhaust the sum insured specified for a given insurance period even before the expiry of such period, the obligation of the Insurer to pay further benefits will cease. Dependently upon the joint consent between the parties, the coverage could be replenished, in this case, however, the Insurer may make the granting of further coverage conditional upon the payment of increased amount of premium.

5. The Policyholder/Insured may at any time initiate the modification of the sum insured by way of a written declaration submitted to the Insurer. Such declaration qualifies as an insurance proposal and will be evaluated by the Insurer as such. Significant change in the sum insured will entail changes in the insurance premium, too.
6. Premium payment obligation shall be borne by the Policyholder.
7. The premium payable will be determined on the basis of the premium due for the insurance period (maximum one year).
8. The insurance premium will be due at the conclusion of the contract and all successive premiums will be due on the first day of the period they cover. The parties may agree on installed premium payment.
9. The insurance premium, the frequency, the method and due dates of payments are stated in the policy.

VI. DEDUCTIBLE

1. The deductible determined in absolute amount and/or in percentage shall be that part of the loss that in respect of each and every loss event should be borne by the Insured. The sum corresponding to the deductible will in all cases be deducted from the amount of the claim actually determined. Deductible shall be specified in the contract.
2. If a loss would not exceed the deductible specified for any single insurance event (loss event), the Insurer is not obliged to pay indemnification.

VII. INDEMNIFICATION OBLIGATION OF THE INSURER, RULES OF INDEMNIFICATION, DOCUMENTS NECESSARY FOR RECEIVING INSURANCE BENEFIT

1. Under this present terms and conditions, the Insurer will instead of the Insured reimburse:
 - personal accident losses: losses in consequence of the death, bodily injury or other health impairment of a person,
 - property loss: losses directly incurred by properties owned by alien, third parties,
 - loss of profit or loss of income in consequence of personal injury.
2. If an insurance event was caused by several wrongdoers, the insurance benefit must not be more than the liability of the Insured. If the Insured would bear joint and several liability with another wrongdoer, the indemnification obligation of the Insurer will be limited to the proportion of the culpability of the Insured. If the proportion of the culpability of the wrongdoers cannot be determined, the Insurer will act in such manner as if the liability for the loss would be divided among the wrongdoers in equal proportions.
3. A condition of the claim settlement is the declaration of the Insured in recognition of his liability. A legal declaration of recognition or any resolution of a civil court acting without the involvement of the Insurer do not oblige the Insurer to pay indemnification. The Insurer may investigate the liability of the Insured in all cases, even in the case of a declaration of recognition. A court decision or authoritative resolution stating the liability of the Insured will be binding for the Insurer only in that event if it participated in the lawsuit or knowingly refused its participation. Should the Insured unjustifiably not recognise his liability for causing the loss, or failed to provide the Insurer with timely information on the claims submitted against him, any disadvantages or additional expenses therefore stemming should be borne by the Insured.
4. If following an insurance event a claimant would become entitled for annuity, the capital value of such annuity should be taken into consideration in the sum payable by the Insurer (up to the limit set for any single event).
5. The Insurer will determine the capital value of the annuity in consideration of the Hungarian female mortality table and 0% technical interest rate, up to the amount still available from the insurance limit.
6. If in respect of a single insurance event, the aggregate amount of the properly grounded claims of several claimants would exceed the limit of indemnification set for any single insurance event (loss event), the claims of the individual claimants will be satisfied in the sequence of the reporting and evidencing of such claims.
7. The insurance benefit is due on the 30th day following the reporting of the loss event. If the Insured would be obliged to present any deed to certify the legal ground or the amount of the claim, such 30-day deadline should be counted from the day when the last document necessary for the evaluation of the claim would be received by the loss adjustment unit of the Insurer.

8. The Insurer will pay the benefit in the lawful domestic currency. The amount of indemnification payable in respect of property items purchased for foreign currency will be determined by the Insurer on the foreign exchange rate announced by the National Bank of Hungary as at the date of loss.
9. In order to receive the insurance benefit, the Insured or the lawful beneficiary should present deeds as well as documents not qualifying as deeds that are necessary for certifying the occurrence of the insurance event and/or for determining the amount of the benefit, as follows:
 - deeds and/or other documents certifying the occurrence of the insurance event,
 - written quantified claim supported by data,
 - in the case of fire or explosion losses, a certificate from the fire department, protocol taken on the investigation, if any,
 - in case of any authoritative procedure, the certificate or resolution issued by the authority,
 - in the case of crime against property, a report submitted to the police, the protocol taken by the police on the site,
 - official opinion of the expert assigned in consent with the Insurer,
 - maintenance log, maintenance certificate, certificate of any overhaul or renewal before the loss event,
 - data on the operation, balance sheet, accounting policy, and the profit and loss statement prior to the loss event,
 - deeds and documents not qualifying as deeds certifying the amount of the financial disadvantage – including costs – incurred,
 - declaration of the claimant concerning VAT refund eligibilities.

However, the Insured and the claimant are in all cases entitled to present further evidences that they according to the general rules of giving evidence deem necessary for the enforcement of their claims.

VIII. COOPERATION BETWEEN THE PARTIES

1. Obligations of the Policyholder and the Insured

The Policyholder and the Insured are burdened with joint and universal reporting and change reporting obligation; omission committed by any of them entails the legal consequences of breach of obligations.

Reporting obligation

In the frames of the cooperation obligation of the parties, the Policyholder and the Insured are obliged to furnish the Insurer with all facts, data that are of significance from the aspect of assuming the risk, even if they qualify as business secret. Requested data are stated in the schedule forming the enclosure of the insurance proposal, which will be confirmed by the Policyholder (Insured) by virtue of his official signature. The accuracy and the verity of the data is the responsibility of the Policyholder even if the Insurer or any insurance mediator was involved.

The Policyholder and the Insured are obliged to furnish the Insurer with all deeds, contracts, authoritative resolutions (article of association, corporate accounting policy, various regulations, job descriptions, etc.) that are of significance from the aspect of the risk assumed by the Insurer, or ensure possibility for their inspection.

Equipment that are of significance from the aspect of the risk assumed may be inspected by the Insurer on the site during their operation, which, however, does not exempt the Policyholder and the Insured from their reporting and cooperation obligation.

Change reporting obligation

The Policyholder and the Insured are obliged to report to the Insurer in writing any changes in the conditions that are of significance from the aspect of the insurance risk and that are included in the scope of reporting obligation, without delay but latest within 15 days from their occurrence. Main changes coming under the scope of this reporting obligation are, among others, the following:

- change in the nature of the activities;
- commissioning of a new plant or facility engaged in the (ordinary) activity; introduction of new production branch or technology; changes in or moving of a site;
- changes in the number of employees;
- modification in the loss prevention and loss elimination systems;
- establishment of a new plant or venue; procurement of a new property;
- unseasonable halting of plants, equipment for at least three months (temporary idling) or final withdrawal from production.

The Policyholder and the Insured are obliged to immediately furnish the Insurer with deeds modified or with contents changed, and to complete schedules with new content. The Insurer will handle and evaluate change reports as if they were new proposals.

Loss reporting obligation

The Policyholder and the Insured are obliged to report any insurance event (wrongdoing) immediately but latest within 24 hours from the occurrence or from gaining knowledge, to the unit of the Insurer handling the contract. In the case of deferred loss reporting the Insurer will be exempted from its claim payment obligation if circumstances that are necessary for the evaluation would therefore become undiscoverable.

The loss report should contain the time of the loss occurrence, its real or suspected cause, the proportion of culpability, the recognition or refusal of the liability, data of the claimant, the venue and the amount of the loss, any authoritative procedure related to the loss, and all other material information, among others the name, address, other contact data and telephone number of the claimant and the person designated by the Insured.

Loss prevention obligation

The Policyholder and the Insured are obliged to take all expectable measures in order to prevent, eliminate and mitigate losses, and to fully observe the relevant prescriptions all times.

If the Insurer would experience deliberate or grossly negligent breach of the loss prevention rules or reiterated omission of their observation, it may initiate the modification of the contract within 15 days or the cancellation of the contract with a 30-day deadline.

2. Obligations of the Insurer

The Insurer will reimburse losses in accordance with the Hungarian legal rules on indemnification, within the frames described in the individual terms and conditions. In the case of delayed payment of the insurance benefits, the Insurer is obliged to pay late payment interest in accordance with the rules of the Hungarian civil law. The Insurer is obliged to start loss adjustment within 72 hours from the receipt of the loss report.

If in the course of the loss adjustment it can be stated that the insurance event as defined in the contract has happened but the final amount of indemnification cannot be determined, the Insurer may pay advance compensation for the claimant.

The Insurer is burdened with secrecy obligation in respect of any business, service or professional secret coming to its possession, or in respect of any personal data coming to its knowledge.

The Insurer will at all times furnish the eligible representative of the Insured with insurance-related information, in due consideration of the secrecy obligation.

IX. MISCELLANEOUS STIPULATIONS

1. By virtue of signing the proposal, the Policyholder/Insured consents that the Insurer would handle his data within the scope of the contract, and would lawfully hand them over to third parties on the ground of Articles 155 to 159 of Act LX of 2003 (hereinafter Bit.).

2. The Insurer handles personal data on the basis of the content of the information material and the declaration on data management which were approved by virtue of signing by the Policyholder and the Insured and which form part of this present contract.

3. Insurance secret shall mean all data – not qualifying as state secret – that are available for the insurer, which refer to the personal circumstances, financial position of the clients or to the contract they concluded with the Insurer.

The Insurer will be entitled to handle those business secrets of its clients, which are related to the insurance contract, its coming into force, registration and those related to the insurance benefits. The aim of data management could exclusively be related to the conclusion, amendment and portfolio management of the insurance contract, and to the evaluation of the claims under the insurance contract, or to other aims specified by the Act.

The Insurer may manage data in alteration of the aims specified in the above paragraphs only with the preliminary consent granted by the client, such consent is acquired by the Insurer simultaneously with the signature of the proposal. Refusal of the consent by the client may not entail disadvantages, and giving such consent may not entail advantages.

As regards insurance secret, in the absence of any alternative legal stipulations, the owners, managers, employees of the Insurer, as well as all those who in the course of their work for the Insurer came to know insurance secrets, are burdened with secrecy obligation without time restriction.

4. The Insurer may hand over the insurance secrets of its clients in accordance with the law or with the consent of the client. Under the law secrecy obligation does not hold in respect of the following:

- a) the State Supervision of Financial Organisations acting in its scope of authority,
- b) the investigation authority and the attorney's office acting in the frames of a criminal case in progress,
- c) the court acting in respect of a criminal or civil case or bankruptcy or liquidation procedure, and the independent debt collector acting in enforcement cases,
- d) the notary public acting in inheritance cases,
- e) the tax authority in the case stipulated in paragraph (b),
- f) the national security services acting in their scope of authority,
- g) insurer, insurance mediator, insurance consultant, the Hungarian representative office of an insurer, independent insurance mediator, insurance consultant incorporated in a third country, or their interest representation organisations, or the Office of Economic Competition acting in its scope of authority as the supervisor of the insurance, insurance mediation and consulting competition,
- h) the guardianship office acting in its own scope of authority,
- i) health care authority specified in paragraph (2) of Action 108 of Act CLIV of 1997 on health care,
- j) agencies authorised to apply secret service means for collecting information, provided that certain conditions specified in the relevant act prevail,
- k) the reinsurer, and in the case of joint underwriting (coinsurance): the participating coinsurers,
- l) if an insurance contract portfolio would be handed over in the frames of portfolio transfer: the insurer that takes the portfolio over,
- m) as regards data necessary for loss adjustment and the enforcement of recovery claims, the organisation managing the Indemnification Account, the Information Centre, the Indemnification Organisation and the indemnification agent,
- n) as regards data necessary for the performance of outsourced tasks, the performer of the outsourced activity,
- o) the Parliamentary Commissioner acting within his scope of authority,
- p) the investigation authority and the civil national security services should be furnished with immediate information if any data suggests that the insurance transaction is related to drug trade, terrorism, abuse of explosive material or detonator, firearm or ammunition, money laundering, or any criminal action committed in the frames of organised crime or criminal organisation.

X. RESTRICTION OF THE INSURANCE BENEFITS

1. Losses not covered by insurance (exclusions)

1.1. *The reimbursement obligation of the Insurer is not extended to losses:*

- a) caused by the Policyholder and the Insured, or by several persons insured under the same contract to each other,
- b) based on liability obligation stricter than that stipulated by the law, which was undertaken by the Insured in a contract or unilateral declaration,
- c) incurred by the Insured himself,
- d) caused by the Policyholder or the Insured to their managers, representatives or members or to their close relatives listed in point (b) of Article 685 of the Civil Code,
- e) although caused by the Policyholder or Insured in his insured wrongdoer capacity, but related to warlike activities, riot, strike, work stoppage, civil commotion, public disturbance, revolution, state of war, terrorist action,
- f) caused by the Insured in his carrier or vehicle operator capacity,
- g) sustained in the form of penalty, liquidated damages, fines or other penal costs,
- h) that are reimbursable under the legal rules, or losses that are covered by other insurances or that are assumed or undertaken in a contract,
- i) coming under the scope of motor third party liability insurance,
- j) sustained as warranty or guarantee claims,
- k) that in the case of a legal person or organisation without legal personality were caused to the owners or their close relatives or to the legal person or organisation without legal personality, in the proportion of ownership share of the Insured,
- l) stemming from the breach of rules related to intellectual property, data protection and secrecy (e.g. business secrets, official secrets),

- m) that occurred as a consequence of the deficient operation of software or electronic data, loss of data or the reduction in their use value,
- n) that are presented as pecuniary claims without bodily/psychological injury or health impairment,
- o) occurring in relation with the use of asbestos.

XI. WAIVER AND RECOVERY RIGHTS OF THE INSURER

1. The indemnification obligation of the Insurer will not arise if the Insured (Policyholder) would not comply with his obligations described in point VIII and therefore circumstances that are of significance from the aspect of the acceptance of the contract or the statement of the payment obligation of the Insurer become undiscoverable. An exception is when it is proven that the circumstance concealed or not reported was known by the Insurer or such circumstance did not interfere with the occurrence of the insurance event.
2. The Insurer's obligation will not arise if the Insured did not observe the Insurer's prescriptions stated in a protocol or instructions given, and the losses occurred in consequence of that.
3. The Insurer may claim from the Insured the amount of indemnification paid on his behalf to the claimant if the loss was caused deliberately or grossly negligently by the Insured – or a wrongdoer whose behaviour the Insured is legally liable for – or, if the Insured is a legal person, was caused by the managing body, member or representative of such legal person, or by a person responsible for the management of the given property item.
4. For the purpose of this contract, grossly negligent behaviour shall be constituted if a person mentioned in the previous paragraph
 - performed any activity otherwise bound to authoritative permission, without such permission, and the loss occurred in causal relation with that,
 - performed his activity in the absence of personal and material conditions that are specified in a legal rule or other prescription,
 - caused the loss in severely drunken state or under the influence of any narcotic substance, or in relation with such state or if such state interfered with the occurrence of the loss,
 - caused the loss through materially breaching loss prevention, loss mitigation obligations, or the accident prevention rules, or caused the loss through repeated or continuous breach of the said rules,
 - caused the loss in relation with the material breach of legal rules or standards applicable to his profession or activity.
5. The Policyholder/Insured is obliged to ensure all support for the exercising of the recovery rights that the Insurer is lawfully subrogated to. In response to the request of the Insurer, the Policyholder/Insured is obliged to assign his rights against the wrongdoer to the Insurer. The Insured may not abandon his right of claim against the wrongdoer adversely for the Insurer. Consequences stemming from failure to comply with or from the refusal of the above obligations should be borne by the Policyholder/Insured.

XII. MISCELLANEOUS PROVISIONS

1. Any claim stemming from the insurance contract will lapse after (one) year from the occurrence of the insurance event. The Insurer will reimburse exclusively those losses that were caused, occurred and reported during the validity of the contract. An exception is when the Policyholder/Insured would gain knowledge of a loss caused and occurred during the efficiency of the contract only after the efficient period of the contract but before the limitation deadline.
2. The Insured (Policyholder) may make reports and declarations in writing (also via fax), or via telephone or e-mail. The Insurer may request the written confirmation of reports made via telephone or e-mail. The contracting parties may cancel the contract exclusively in registered mail (see point III.8).
3. Within the frames of cooperation, the Insurer itself or its representative is entitled to inspect the risk exposure and the correctness of the data delivered by the Policyholder (Insured), on the site.
4. Should the Insurer gain knowledge of significant changes in the risk exposure, it will be entitled to modify the premium rate or the contract within 15 days, or to cancel the contract with a 30-day deadline. If the Policyholder would not accept the proposed modification, the Insurer may cancel the contract with a 30-day deadline, meanwhile, the Insurer is obliged to stress this possibility in its modification proposal.

5. Should the parties deviate from the provisions stipulated in the regulation, such deviation must be stated in an endorsement.
6. Complaints related to the insurance contract will be dealt with by the Complaint Office of the headquarters of the Insurer:
Complaint Office: 1823. Budapest. Pf. 245.

Supervisory authority: Hungarian Financial Supervisory Authority
1013 Budapest, Krisztina krt. 39.

Decisions made by the Insurer could be appealed at the Hungarian Financial Supervisory Authority and at the courts of justice.

Special Terms and Conditions

General Liability Insurance Regulation (Basic Insurance)

AEGON Hungary General Insurance Ltd (hereinafter the Insurer) undertakes the obligation that in consideration of the payment of the insurance premium, it will in accordance with these terms and conditions reimburse losses instead of the Insured, for which the Insured is liable to pay compensation under the rules of the civil law. The Insurer grants coverage for losses caused directly by the insurance events; consequential losses will not be reimbursed.

Any issues not regulated in these terms and conditions shall be governed by the provisions stipulated in the General contractual terms and conditions, their enclosures and in the Civil Code.

In addition to the above, the provisions stipulated in the proposal and the policy should also be applied to the legal relationship between the parties.

I. INSURANCE EVENT

1. From the aspect of general liability insurance, insurance event shall be constituted and the Insurer will in consideration of the insurance premium reimburse those losses appearing in the form of personal injury and/or extra-contractual property damage, which were caused by the Insured through his lawfully conducted activity indicated in the contract (insured activity) to alien persons, persons not having contractual relationship with the Insured, or to third parties, provided that under the rules of the Hungarian civil law the Insured is liable to pay compensation, up to the limit of such liability.

II. SUM INSURED

Under these present terms and conditions, the Insurer will grant coverage and reimburse the claimant in place of the Insured up to the annual and per event limit stated on the proposal and the policy.

III. LOSSES NOT COVERED BY THE INSURANCE (EXCLUSIONS)

1. **In addition to the events listed in the general terms and conditions, the Insurer will not reimburse the following:**
 - 1.1. losses caused within contract to a contracting party by way of breach of contract or faulty performance,
 - 1.2. losses stemming from or appearing in the form of occupational accident or occupational disease, no matter whether own or hired employees are involved,
 - 1.3. other compensation obligations burdened on the Insured in its employer capacity by the Labour Code,
 - 1.4. liability losses stemming from the deficiency of products and services,
 - 1.5. losses caused through environment (air, water, soil) pollution or contamination,
 - 1.6. losses that are planned in advance and/or are unavoidable, which are intrinsic in construction / erection works,
 - 1.7. losses related to the use of chemicals,
 - 1.8. losses incurred by properties loaded in or on vehicles, trailers, or heavy machineries,
 - 1.9. losses within the scope of game management,
 - 1.10. losses caused by animals through treading and grazing,
 - 1.11. losses caused through keeping or in the capacity of keeper of wild, domestic animals and pets,
 - 1.12. losses caused with firearm,
 - 1.13. losses caused with sport instruments,
 - 1.14. losses covered by other insurances,

- 1.15. losses caused by slow and gradual deterioration, which appear in consequence of noise, vibration, smell, smoke, soot, corrosion, steam or other similar impacts,
 - 1.16. losses caused by treading or damaging the soil or the flora,
 - 1.17. losses covered by compulsory motor liability insurance, or in the absence of such compulsory insurance, the compensation payable by the operator.
2. The Insurer will reimburse losses that could be derived from the activities, wrongdoing of the subcontractor of the Insured only under the specific agreement included in the insurance contract.

Supplementary Liability Insurance for Service Providers

AEGON Hungary General Insurance Ltd (hereinafter the Insurer) undertakes the obligation that in consideration of the payment of the insurance premium, it will in accordance with these terms and conditions reimburse losses instead of the Insured, for which the Insured is liable to pay compensation under the rules of the civil law. The Insurer grants coverage for losses caused directly by the insurance events; consequential losses will not be reimbursed.

Any issues not regulated in these terms and conditions shall be governed by the provisions stipulated in the General contractual terms and conditions, their enclosures and in the Civil Code.

In addition to the above, the provisions stipulated in the proposal and the policy as well as the Special terms and conditions should be applied to the legal relationship between the parties.

A condition of the coming into force and the validity of this supplementary insurance is that the Insured already possesses a valid basic insurance (general liability insurance) or would conclude that simultaneously. Concurrently with the termination of the basic insurance for whatever reason, the supplementary insurance will be terminated, too, without any declaration or measure.

I. INSURANCE EVENT

1. Under this present supplementary insurance, insurance event shall be constituted and the Insurer will in consideration of the insurance premium reimburse the claimant for losses caused by the Insured within the scope of the contract between them – delivery of services, by way of deficient performance committed through breaching that contract.

II. SUM INSURED

1. Under these present terms and conditions, the Insurer will grant coverage and reimburses the claimant in place of the Insured up to the annual and per event limit stated in the proposal and the policy, provided that the Insured's liability can be stated.

III. LOSSES NOT COVERED BY THE INSURANCE (EXCLUSIONS)

1. **In addition to the events listed in the general terms and conditions, the Insurer will not reimburse the following:**
 - 1.1. losses covered by compulsory motor liability insurance, or in the absence of such compulsory insurance, the compensation payable by the operator.
 - 1.2. claims based on warranty, guarantee and quality requirements,
 - 1.3. losses caused through agricultural (arable land, livestock farming and fishing) and hunting services,
 - 1.4. losses stemming from failure to deliver services,
 - 1.5. losses stemming from the delayed delivery of services,
 - 1.6. losses submitted in consequence of arguments concerning the price of or the fee for the services,
 - 1.7. costs that stem from the expenditures dedicated to the production of the end-product of the service,
 - 1.8. costs and expenses that are incurred in the course of remedying of the deficient services or in the course of their replacement with impeccable other services,
 - 1.9. losses stemming from the breach of guarantee or quality warranty assumed by the Insured,
 - 1.10. losses caused to third parties outside the scope of the contract,
 - 1.11. losses stemming from construction/erection activity,
 - 1.12. losses incurred by a building in consequence of the weakening or vibration of props or due to failure of erecting such props.

2. The Insurer will reimburse the following losses only on the ground of the specific agreement included in the insurance contract:
 - 2.1. losses caused through environment (water, air, soil) pollution/contamination, furthermore losses caused by heat or cold, gases or vapour, moisture or other contamination (smoke, rust, dust, etc.),
 - 2.2. losses incurred by the deficient subject matter of the services,
 - 2.3. losses that can be derived from the activities, wrongdoing of the subcontractor of the Insured,
 - 2.4. losses caused by the Insured in his event-organiser or arranger capacity,
 - 2.5. losses grounded on tenancy contract, caused by the Insured in his tenant or lessor capacity,
 - 2.6. losses related to vehicle repairer and origin examiner capacity,
 - 2.7. losses stemming from or related to social or health care provision,
 - 2.8. losses related to pharmaceutical production, use and trading.

IV. RECOVERY RIGHTS OF THE INSURER

1. In addition to the events mentioned in the general contractual terms and conditions, the Insurer may claim from the Insured the amount of indemnification paid if
 - 1.1. the loss was a consequence of the absence of the authoritative permissions necessary for the service; violation of health care and health protection prescriptions; absence of personal or material conditions,
 - 1.2. losses that were caused by a service that by virtue of the order of the relevant authority should have been terminated, withdrawn (called back), and the Insured did not comply with his withdrawal obligation,
 - 1.3. losses related to personal injury (health impairment) that were caused by the exceptional dangerous properties of the service and the Insured failed to inform or notify the Insurer on such exceptional danger.

V. REPORTING OF THE INSURANCE EVENT

In addition to the items mentioned in the general contractual terms and conditions, the following should in all cases be attached to a loss report:

- a deed certifying the existence of the legal relationship between the Insured and the claimant and its substance, which is in relation with the loss event (e.g. contract)
- if the report contains business or other secret: the consent of the owner of the secret permitting that the Insurer would know the secret and handle the relevant data.

Supplementary Occupational Accident Liability and Employers' Liability Insurance

AEGON Hungary General Insurance Ltd (hereinafter the Insurer) undertakes the obligation that in consideration of the payment of the insurance premium, it will in accordance with these terms and conditions reimburse losses instead of the Insured, for which the Insured is liable to pay compensation under the rules of the Hungarian labour law (other acts related to employment relationship). The Insurer grants coverage for losses caused directly by the insurance events; consequential losses will not be reimbursed.

Any issues not regulated in these terms and conditions shall be governed by the provisions stipulated in the General contractual terms and conditions, their enclosures and in the Hungarian laws, furthermore the provisions stipulated in the proposal and the policy should be applied to the legal relationship between the parties.

A condition of the coming into force and the validity of this supplementary insurance is that the Insured already possesses a valid basic insurance or would conclude that simultaneously. Concurrently with the termination of the basic insurance for whatever reason, the supplementary insurance will be terminated, too, without any declaration or measure.

I. INSURANCE EVENT

1. Under this present supplementary insurance, insurance event shall be constituted and the Insurer will in consideration of the insurance premium reimburse those losses caused in relation with occupational accident or with the employee (worker) or with the employment relationship, for which the Insured in his employer capacity is liable to pay compensation under the rules of the Hungarian civil law and labour law.

1.1. Occupational accident

Accident shall mean a sudden external impact outside the will of the Insured, which would cause bodily injury or permanent health impairment or death stemming from bodily injury. For the purpose of this contract, occupational accident shall be construed within the criteria specified by the labour law if the accident was suffered by the claimant

- on the insured site – during the working hours,
- on/in a vehicle operated by the Insured, on the way to or from the work,
- outside the insured site but in the course of work performed as ordered by or in the interest of the Insured, including accidents occurring during business journeys, travels abroad or other assignments outside the insured site.

1.2. Losses coming under the scope of other employer's liability

For the purpose of this contract these are liability losses incurred by the clothing and other personal belongings of the claimants, which will be reimbursed up to the amount of the annual limit of indemnification but not exceeding HUF 100,000 per any single loss, provided that the damaged property items are items that are in general and customarily carried by the labourers (employees, members, etc.) to their workplace or if such items were kept in safe.

1.3. Within the limit of indemnification, this insurance covers the reimbursement of claims made by the social insurance against the Insured in respect of occupational accidents of persons in employment relationship with the Insured, except for accidents caused by vehicles.

II. SUM INSURED

Under these present terms and conditions, the Insurer will grant coverage and reimburse the claimant in place of the Insured up to the annual and per event limit stated on the proposal and the policy, provided that the employer's liability in respect of the accident can be stated on the basis of the legal rules of the labour law including but not restricted to the social insurance legal rules.

III. LOSSES NOT COVERED BY THE INSURANCE (EXCLUSIONS)

1. **In addition to the events listed in the general terms and conditions, the Insurer will not reimburse the following:**

1.1. losses caused through environment (water, air, soil) pollution / contamination, furthermore losses caused by heat or cold, gases or vapour, moisture or other contamination (smoke, rust, dust, etc.),

- 1.2. claims stemming from occupational accidents caused with vehicle if they come under the scope of the compulsory motor third party liability insurance,
- 1.3. losses in consequence of disappearance, destruction, damaging, theft, vanishing of cash, security and valuables, stamps and alike, deeds, identification cards or any other property placed in the vehicle, and losses incurred by the vehicle parked within the site of the Insured,
- 1.4. this insurance does not cover claims for compensation stemming from occupational diseases or from any workplace- or job-related harm not qualifying as occupational disease.
- 1.5. personal belongings owned either by the employee or any third party, which does not belong strictly to the work to be performed,
- 1.6. in the case of the occupational accident of a relative of the private entrepreneur who is designated in the contract, the Insurer will cover only the reimbursement claim of the social insurance. Other claims of relatives and the losses incurred by the private employer himself will not be reimbursed even if they emerged during work performance.

IV. RECOVERY RIGHTS OF THE INSURER

1. In addition to the events mentioned in the general contractual terms and conditions, the Insurer may claim from the Insured the amount of indemnification paid if
 - 1.1. a occupational accident occurred repeatedly due to the violation of the same labour safety rule,
 - 1.2. the labour safety or interest protection organisation or the labourer (employee, member, etc.) warned the Insured on the possibility of the occurrence of the occupational accident, and the occupational accident occurred due to the failure to take the necessary measures,
 - 1.3. the occupational accident occurred due to the material or repeated violation of the labour safety regulation.
 - 1.4. the competent authority or the supervision acting in the case would assess fines in excess of HUF 1,000,000 to the employer due to its violation of the labour safety rules.

Supplementary Product Liability Insurance Regulation

AEGON Hungary General Insurance Ltd (hereinafter the Insurer) undertakes the obligation that in consideration of the payment of the insurance premium, it will in accordance with these terms and conditions reimburse losses instead of the Insured, for which the Insured is liable to pay compensation under the rules of the civil law and the current legal rules related to product liability. The Insurer grants coverage for losses caused directly by the insurance events and occurred in Hungary; consequential losses will not be reimbursed.

Any issues not regulated in these terms and conditions shall be governed by the provisions stipulated in the General contractual terms and conditions, their enclosures and in the Civil Code; furthermore the provisions stipulated in the proposal and the policy should be applied to the legal relationship between the parties.

A condition of the coming into force and the validity of this supplementary insurance is that the Insured already possesses a valid basic insurance or would conclude that simultaneously. Concurrently with the termination of the basic insurance for whatever reason, the supplementary insurance will be terminated, too, without any declaration or measure.

I. INSURANCE EVENT

1. From the aspect of this contract insurance event shall be constituted if any defect of a product manufactured by the Insured would cause losses and in this respect the Insured exclusively in his capacity as the
 - manufacturer,
 - distributor,
 - importer ,of the product is liable to pay compensation under the rules of the Hungarian product liability law..
2. For the purpose of this contract product shall mean any movable thing even if it later became a component of another movable or immovable property item.
3. A product must not be deemed to be deficient and the Insured will not become liable due to the fact that later the distribution of a safer product would be started.

II. SUM INSURED

Under these present terms and conditions, the Insurer will grant coverage and reimburses the claimant in place of the Insured up to the annual and per event limit stated on the proposal and the policy.

III. LOSSES NOT COVERED BY THE INSURANCE (EXCLUSIONS)

1. **In addition to the events listed in the general terms and conditions, the Insurer will not reimburse the following:**
 - 1.1. losses that would be settled under international agreements ratified by the Republic of Hungary,
 - 1.2. the product that caused the loss was faultless at the time of its manufacturing or distribution, and the deficiency that appeared later could not be derived from structural defect or deficient material, or at the time of manufacturing and distribution, such defect of the product causing the loss could in general not be recognised at the level of science and technology,
 - 1.3. losses related to the use of drugs and pharmaceutical products, or any losses appearing in the form of genetic harms,
 - 1.4. losses caused by unprocessed (original) agricultural products of arable land, livestock breeding, fishing and hunting, and losses caused by energy distributed through networks,
 - 1.5. losses caused through environment (water, air, soil) pollution / contamination, furthermore losses caused by heat or cold, gases or vapour, moisture or other contamination (smoke, rust, dust, etc.),

- 1.6. losses originating from the planning and development or manufacturing and transportation of aircrafts or aircraft components, if the insured components were used for the manufacturing of or assembling into aircrafts,
 - 1.7. losses that are covered by the warranty or quality assurance obligation of the Insured or losses that stem from the breach of such obligations,
 - 1.8. losses that directly arise from the absence or the deficiencies of the using, handling and maintenance instructions,
 - 1.9. costs and expenses that emerge in respect of the repair and replacement of the deficient products, or that are incurred by the Insured in respect of the replacement of the deficient withdrawn product with an impeccable or with another product,
 - 1.10. losses that can be derived from the fact that the product delivered did not prevent a predictable development or disease that would continue or emerge if the product is not used,
 - 1.11. costs of investment projects implemented in the interest of the normal use of the product,
 - 1.12. losses incurred by the deficient product, its components or parts,
 - 1.13. losses if the direct triggering cause of the loss occurred due to some natural catastrophe,
 - 1.14. if the product would not be commercially distributed or if the product was manufactured by the Insured not for business purposes or not for distribution.
2. The Insurer will reimburse the following losses only under the relevant specific agreement:
 - 2.1. losses that in the course or due to the fusion, inclusion, processing, mixing, melting, working the deficient component or product with or in another product were incurred by this new product, furthermore those losses and costs that occurred in the course of the manufacturing of such new product,
 - 2.2. losses caused outside the territory of the Republic of Hungary.

IV. RULES OF INDEMNIFICATION

1. The Insurer will within the sum insured specified in the contract reimburse those costs that were necessary for the mitigation of a pecuniary or non-pecuniary loss or for the prevention of a possible loss (loss mitigation, loss prevention and withdrawal costs). Within the scope of withdrawal costs the Insurer will reimburse only and exclusively the costs of the notification of the buyers of the product and the returning of the deficient product.
2. Losses that could be derived from the same defect of the insured product (raw material or component) (series of losses) will from the aspect of the risk borne by the Insurer be qualified as one single loss event in a manner as if all such losses occurred in the time of the first loss event. The Insurer will divide the sum insured specified for one single loss among the claimants involved in the loss. The time of the occurrence of a series of losses will be the time of the occurrence of the first loss. Individual claims will be satisfied in the sequence of their submission to the Insurer.
3. Losses that occurred due to the joint error committed by several wrongdoers will be reimbursed by the Insurer in proportion with the compensation liability obligation of its Insured under the legal rules.
4. In the event of series of losses, the Insurer may initiate the withdrawal of the products, in writing. Should the Insured not act accordingly, the Insurer will not reimburse losses occurring after the 30th day from the receipt of such notification.

V. COOPERATION OF THE PARTIES

1. In addition to the data mentioned in the General Terms and Conditions of the Liability Insurances, the following comes under the scope of the loss reporting obligation:
 - 1.1 a document certifying the date of the first report made by the claimant, together with the description of the product causing a loss,
 - 1.2. quality certificates of the deficient product and documents certifying the date of its manufacturing.

V. RECOVERY RIGHTS OF THE INSURER

1. In addition to the events mentioned in the general contractual terms and conditions, the Insurer may claim from the Insured the amount of indemnification paid if
 - 1.1. the loss was caused by a product where the Insured did not comply with the authoritative order concerning its calling back (withdrawal obligation),
 - 1.2. the product was launched, distributed or imported without the statutory authoritative permissions or distribution licences,
 - 1.3. the loss was caused by the exceptionally dangerous property of the product, and the Insured failed to inform or notify the Insurer on that,
 - 1.4. the loss occurred due to the violation of the health care and health protection rules related to the manufacturing of the product.

Supplementary Conditions, Endorsements

I. TENANT LIABILITY INSURANCE ENDORSEMENT TO THE SUPPLEMENTARY LIABILITY INSURANCE FOR SERVICE PROVIDERS

1. Notwithstanding the validity of the rest of the provisions of the insurance contract, the Insurer will under the supplementary liability insurance for service providers reimburse property losses caused by the Insured in his tenant capacity to the lessor in relation with the rental legal relationship through damaging the rented estate, for which the Insured is liable to pay compensation under the rules of the Hungarian law.
2. In addition to the events mentioned in the terms and conditions of the supplementary liability insurance for service providers, the following are not recoverable under this present coverage extension either:
 - 2.1. damages and losses due to wear and tear incurred by the rental estate or incurred by the furniture and equipment (pipes and cables) of the rented estate in the course of normal use,
 - 2.2. loss of financial advantage or any additional costs stemming from the partial or total cessation or suspension of the renting of the estate (loss of production, additional rental costs, costs of temporary rent of any estate or asset),
 - 2.3. losses stemming from investments in the rental estate without the permission of the lessor – or if an official permission is necessary, the authority – or those expenses that are incurred in respect of the reinstatement of the original state.
3. In the absence of any alternative agreement, the limit for any single year or any one event in respect of losses covered by this endorsement will be identical with the limit specified by the supplementary liability insurance for service providers, and such limit will cover both the supplementary liability insurance for service providers and the coverage under the tenant liability insurance endorsement.

In respect of the reimbursement of losses construed under this present coverage extension, alternative limit of indemnification (sub-limit) could be determined.
4. A condition of the validity of this present coverage extension is that the Insured possesses valid liability insurance for service providers.

II. LESSOR LIABILITY INSURANCE ENDORSEMENT TO THE SUPPLEMENTARY LIABILITY INSURANCE FOR SERVICE PROVIDERS

1. Notwithstanding the validity of the rest of the provisions of the insurance contract, the Insurer will under the supplementary liability insurance for service providers reimburse losses caused by the Insured in his lessor capacity (lessor of the estate owned by the Insured) to the tenant in relation with the rental legal relationship, for which the Insured is liable to pay compensation under the rules of the Hungarian law.
2. In addition to the events mentioned in the terms and conditions of the supplementary liability insurance for service providers, the following are not recoverable under this present coverage extension either:
 - 2.1. warranty and guarantee claims and the costs incurred therefore,
 - 2.2. loss of financial advantage or any additional costs stemming from the partial or total cessation or suspension of the renting of the estate (loss of production, additional rental costs, costs of temporary rent of any estate or asset),
 - 2.3. loss of financial advantage or any financial disadvantage stemming from the termination or the suspension of the activity performed in the rental estate following the occurrence of the insurance event (consequential loss),
 - 2.4. any loss of financial advantage incurred by the tenant due to the renewal, repair, maintenance of the rental estate, or due to the absence or deficiency of the relevant information material.
3. In the absence of any alternative agreement, the limit for any single year or any one event in respect of losses covered by this endorsement will be identical with the limit specified by the supplementary liability insurance for service providers, and such limit will cover both the supplementary liability insurance for service providers and the coverage under the lessor liability insurance endorsement.

In respect of the reimbursement of losses construed under this present coverage extension alternative limit of indemnification (sub-limit) could be determined.

4. A condition of the validity of this present coverage extension is that the Insured possesses valid liability insurance for service providers.

III. EXTENSION OF THE COVERAGE UNDER THE SUPPLEMENTARY LIABILITY INSURANCE FOR SERVICE PROVIDERS (EXTENDED SERVICE PROVIDER LIABILITY)

1. Notwithstanding the validity of the rest of the provisions of the insurance contract, by virtue of the application of this endorsement, the Insurer will on the ground and under the conditions of the supplementary liability insurance for service providers reimburse losses incurred by the substance of the deficient service that is the subject matter of the service.
2. In addition to the other exclusions, this coverage is not applicable to
 - 2.1. damages and losses that are of aesthetical character and do not interfere with usage,
 - 2.2. losses incurred by vehicles.

IV. EXTENSION OF THE SUPPLEMENTARY PRODUCT LIABILITY INSURANCE (EXTENDED PRODUCT LIABILITY)

1. Notwithstanding the validity of the rest of the provisions of the insurance contract, by virtue of the application of this endorsement, the Insurer will on the ground and under the conditions of the supplementary product liability insurance reimburse losses that in the course or due to the fusion, inclusion, processing, mixing, melting, working the deficient component or product with or in another product were incurred by this new product, furthermore those losses and costs that occurred in the course of the manufacturing of such new product.
2. Notwithstanding the validity of other exclusions specified in the terms and conditions of the supplementary product liability insurance, under this present extension of the coverage exclusively the following losses are reimbursable:
 - 2.1. costs that the user had to dedicate to the end-product, due to the use of the deficient product,
 - 2.2. additional expenses incurred successively in respect of the financially and technically justified repair and modification of the end-product, including the costs of disassembling and removal of the deficient product manufactured by the Insured and assembled already by the user, and the costs of assembling of the new product (but excluding the price of the product purchased and the relevant freights),
 - 2.3. costs of repair, assembly and clearing of machines and manufacturing equipment, incurred by the claimant (user, processor) due to the deficient product.
3. A condition of the validity of this present coverage extension is that the Insured possesses valid product liability insurance.

V. COVERAGE FOR LOSSES CAUSED BY SUBCONTRACTORS

1. By virtue of the application of this present endorsement, the Insurer will grant coverage for claims stemming from losses caused by subcontractors lawfully employed by the Insured, provided that he is liable to pay compensation under the Hungarian law.
2. Should the wrongdoing subcontractor have its own liability insurance, the Insurer will grant compensation in that event and to such extent when and as much as the insurance contract of the subcontractor would not cover the loss caused.
3. The extension of the coverage is not applicable to losses caused or incurred by the employees of the subcontractor, related to their legal employment relationship, or claims for compensation based on them.
4. The annual and per event limit in respect of losses covered under this present supplementary insurance is identical with the limit of indemnification specified for the insurance product involved (basic insurance or supplementary liability insurance for service providers) and such limit covers both the extension and the relevant liability insurance coverage.

5. A condition of the validity of this present coverage extension is that the Insured possesses valid general liability insurance (basic insurance) or supplementary liability insurance for service providers.

VI. ACCIDENT AND LIABILITY INSURANCE FOR STUDENTS

1. By virtue of the application of this present agreement, in accordance with the provisions specified in the insurance terms and conditions, the Insurer will instead of the Insured reimburse
 - 1.1. losses incurred by students participating in vocational training – in the course or on the venue of the practical training, related to the performance of work specified in the relevant study contract, during the training time – in consequence of an occupational accident for which the organiser or provider of the vocational training is liable under the Labour Code, or
 - 1.2. losses caused by a student participating in vocational training in the course or on the venue of the practical training, related to the performance of work specified in the relevant study contract, during the training time, to a third party or to a worker or a trainer, for which the employer of the student is liable to pay compensation under the rules of the Hungarian law.
2. Relevant terms and conditions and limits of indemnification:
 - 2.1. General liability insurance (basic insurance)
 - 2.2. Supplementary occupational accident liability and employers' liability insurance
The annual and per event limit in respect of losses covered under this present supplementary endorsement is identical with the limit of indemnification specified for the insurance product involved (basic insurance or supplementary occupational accident and employers' liability insurance) and such limit covers both the extension and the relevant liability insurance coverage.
3. A condition of the validity of this present coverage extension is that the Insured possesses valid general liability insurance (basic insurance) or supplementary occupational accident liability and employers' liability insurance.

VII. COVERAGE EXTENSION TO THE LIABILITY OF EVENT ORGANISERS (EXTENSION OF THE LIABILITY INSURANCE FOR SERVICE PROVIDERS)

1. By virtue of the application of this present agreement, on the basis of the terms and conditions of the supplementary liability insurance for service providers and the provisions of this present endorsement, the Insurer will instead of the Insured reimburse those personal injury and property losses that were caused accidentally, incidentally, unexpectedly by the Insured as the organiser, coordinator or arranger of an event in relation with such activity, and for which the Insured in his said capacity is liable to pay compensation under the rules of the Hungarian law.
2. Losses and events that are excluded from the insurance coverage:
 - 2.1. losses, deficits and additional expenses stemming from the cancellation, delayed arrangement or postponement of the event,
 - 2.2. losses stemming from disregarding weather patterns that are unfavourable from the aspect of the event,
 - 2.3. losses stemming from failure to achieve the guaranteed minimum headcount; pure financial losses,
 - 2.4. claims stemming from the faulty quality or standard of the event,
 - 2.5. losses stemming from exceeding budget,
 - 2.6. losses stemming or derivable from person protection or security activity,
 - 2.7. losses occurring on car and motorcycle events, or races on water or in air, or on car and motorcycle races,
 - 2.8. losses occurring during animal races, fireworks, air and water parades, football matches,
 - 2.9. events organised for political organisations, celebrations on public territories, parades, marches, demonstrations, mass rallies, or any other mass gatherings.
3. The coverage under the liability insurance for service providers could be extended to a defined or undefined period.

4. In the case of extension to a defined period, the duration of the coverage will be specified in the policy, and the Insurer will reimburse losses that occurred during the covered period and are reported within 1 year from the expiry of the covered period.
5. In the absence of any alternative agreement, the limit for any single year or any one event in respect of losses covered by this supplementary endorsement will be identical with the limit specified by the supplementary liability insurance for service providers, and such limit will cover both the supplementary liability insurance for service providers and the coverage under the liability insurance endorsement for event organisers.
In respect of the reimbursement of losses construed under this present coverage extension, alternative limit of indemnification (sub-limit) could be determined.
6. A condition of the validity of this present coverage extension is that the Insured possesses valid liability insurance for service providers.

VIII. GARAGE INSURANCE (EXTENSION OF THE LIABILITY INSURANCE FOR SERVICE PROVIDERS)

1. By virtue of the application of this agreement, on the basis of the terms and conditions of the supplementary liability insurance for service providers and the provisions stipulated in this present endorsement, the Insurer will reimburse losses caused by the Insured to his contracting party through property damage incurred by a vehicle taken over by the Insured under business contract for repair/service, on the garage site, in the course or in consequence of the delivery of services, for which the Insured is liable to pay compensation under the rules of the Hungarian law.
2. In addition to the exclusions stated in the basic insurance, the liability of the Insurer does not cover:
 - 2.1. losses occurring in consequence of services not completed or delivered with a delay;
 - 2.2. additional costs due to procurement problems;
 - 2.3. additional costs due to price increases;
 - 2.4. claims for compensation stemming from aesthetical defects and obsolescence;
 - 2.5. losses arising in the course of the reconstruction of the vehicle;
 - 2.6. losses that arise or are derivable from activities related to vehicle racing;
 - 2.7. losses covered by compulsory motor liability insurance, or any claim submitted to the operator of the vehicle in the absence of the compulsory motor liability insurance.
3. This coverage is extended to those losses of the vehicle, which were caused to the vehicle by the employee or the agent of the garage on the garage site or outside the garage site as necessary, during test driving in public traffic, and for which the employee or the agent is liable under the Hungarian law.
4. If the test driving is performed outside the site, in public road traffic, the scope of this extension covers losses occurring within 5 km from the administrative border of the settlement where the garage can be found.
5. Test driving shall mean operation aimed at the monitoring of roadworthiness and the running of the repaired vehicle, which is linked to repair, servicing and review activities; furthermore the transportation of a vehicle by order or with the own vehicle of the Insured to another own site or to another site for regular car testing.
6. If at the insured site there is no designated car testing centre, the 5-km distance said above should be construed as 30 km.
7. In the absence of any alternative agreement, the annual and per event limit of losses covered by this present supplementary endorsement is identical with the limit of indemnification specified for the supplementary liability insurance for service providers, which will cover both the supplementary liability insurance for service providers and the coverage under the garage insurance endorsement.
In respect of the reimbursement of losses construed under this present coverage extension, alternative limit of indemnification (sub-limit) could be determined.
8. A condition of the validity of this present coverage extension is that the Insured possesses valid liability insurance for service providers.

**IX. ROADWORTHINESS AND ORIGIN EXAMINATION OF VEHICLES
(EXTENSION OF THE LIABILITY INSURANCE FOR SERVICE PROVIDERS)**

1. By virtue of the application of this agreement, on the basis of the terms and conditions of the supplementary liability insurance for service providers and the provisions stipulated in this present endorsement, the Insurer will reimburse losses caused by the Insured to his contracting party in respect of a vehicle taken over by the Insured under business contract for the examination of roadworthiness and origin, for which the Insured is liable to pay compensation under the rules of the Hungarian law.
2. In addition to the exclusions stated in the basic insurance, the liability of the Insurer does not cover:
 - 2.1. losses that arise or can be derived from services or repair other than the activity specified by this endorsement,
 - 2.2. losses occurring in consequence of services not completed or delivered with a delay;
 - 2.3. additional costs due to price increases;
 - 2.4. claims for compensation stemming from aesthetical defects;
 - 2.5. losses arising in the course of the reconstruction of the vehicle;
 - 2.6. losses stemming from the illegal use of the vehicle.
3. In the absence of any alternative agreement, the annual and per event limit of losses covered by this present supplementary endorsement is identical with the limit of indemnification specified for the supplementary liability insurance for service providers, which will cover both the supplementary liability insurance for service providers and the coverage under the liability insurance endorsement concerning the examination of roadworthiness and origin.

In respect of the reimbursement of losses construed under this present coverage extension, alternative limit of indemnification (sub-limit) could be determined.
4. A condition of the validity of this present coverage extension is that the Insured possesses valid liability insurance for service providers.

**X. PROFESSIONAL INDEMNITY INSURANCE FOR TURNKEY CONTRACTORS AND CONSTRUCTORS
(EXTENSION OF THE LIABILITY INSURANCE FOR SERVICE PROVIDERS)**

1. By virtue of the application of this present endorsement, on the basis of the provisions stipulated in the supplementary liability insurance for service providers and in this present endorsement, notwithstanding restrictions therein, under this present endorsement the insured activity shall mean
 - 1.1. construction
 - 1.1.1. all construction and erection activities that produce a structure or that result in architectural works in compliance with a plan that in terms of its content and level of detail is in compliance with the legal prescriptions.
 - 1.2. turnkey contractor activity
 - 1.2.1. control of construction-erection activities performed at a construction site, burdened with statutory liability.
2. Construction-erection work shall mean all comprehensive or specialist works (excluding technological assembly) that are directly aimed at the construction, enlargement, upgrading, renewal, reconstruction, reinstatement, maintenance and repair or the demolition of structures or parts of structures.
3. Under this agreement the following are deemed to be insured
 - 3.1. as regards construction activity
 - 3.1.1. appropriately licensed self-employed person or legal person or organisation without legal personality designated by his/its name in the policy, which according to the relevant legal rules is entitled to conduct construction activity.
 - 3.2. as regards turnkey contractor activities always restricted to the type of structure such contractor is licensed for

- 3.2.1 a self-employed person included in the Registry of Chartered Turnkey Contractors, designated by his name in the policy,
 - 3.2.2. legal person or organisation without legal personality designated by its name in the policy, which conducts this activity through its member or employee included in the Registry of Chartered Turnkey Contractors.
4. In the absence of the designation of the Insured by his/its name or of the relevant license, the insurance coverage is not valid.
 5. In the absence of any alternative agreement, the limit for any single year or any one event in respect of losses covered by this endorsement will be identical with the limit specified by the supplementary liability insurance for service providers, and such limit will cover both the supplementary liability insurance for service providers and the coverage under the liability insurance endorsement for turnkey contractors and constructors.
In respect of the reimbursement of losses construed under this present coverage extension, alternative limit of indemnification (sub-limit) could be determined.
 6. A condition of the validity of this present coverage extension is that the Insured possesses valid liability insurance for service providers.

XI. LIABILITY INSURANCE AGAINST LOSSES CAUSED THROUGH ENVIRONMENT POLLUTION (EXTENSION OF THE LIABILITY INSURANCE FOR SERVICE PROVIDERS)

1. By virtue of the application of this present agreement and under the terms and conditions of the supplementary liability insurance for service providers, the Insurer will reimburse losses caused by the Insured through environment pollution.
2. To the extent and under the terms and conditions specified in the contract, the Insurer will reimburse losses for which the Insured as the offender of the environment (human life conditions, soil, air, flora and fauna, landscape, residential environment) is liable to pay compensation under the Hungarian legal rules.
3. Environment pollution shall mean that humans and protected objects in the human environment are exposed to any harm or pollution that by way of adversely changing the natural properties of the environment would deteriorate human life conditions, meanwhile cause loss under the rules of the civil law.
4. Insurance event: under this present endorsement insurance event is a loss caused through environment pollution (loss or damage caused by biological, chemical, radioactive materials or other wastes, harmful vibration and radiation, noise, etc.), provided, however, that the occurrence and the commencement of the adverse events was caused by
 - 4.1. unforeseeable,
 - 4.2. sudden and unexpected event that
 - 4.3. deviated from the officially licensed normal operating procedures
during the efficiency of the insurance.
5. Losses arising in various times in consequence of the same adverse event should from the aspect of the scope of the contract be deemed as one single loss event.
6. The Insurer will not reimburse the following:
 - 6.1. lost financial advantages, among others: planned profit, lost profit, loss of production, loss of savings, other future deficits, etc.
 - 6.2. losses incurred by the things causing environment pollution,
 - 6.3. slow, continuous or regularly reoccurring environment pollution losses,
 - 6.4. damages to roads occurring not suddenly and unforeseeably, furthermore treading losses of the soil or the flora,
 - 6.5. losses caused by radioactive materials.
7. The annual and the per event limit of losses reimbursable under this present coverage extension as well as the deductible will be specified in the proposal and the policy.

8. A condition of the validity of this present coverage extension is that the Insured possesses valid liability insurance for service providers.

XII. EXTENSION OF THE COVERAGE TO THE GENERAL LIABILITY OF LOCAL GOVERNMENTS

1. Conditions and limits of indemnification

- 1.1. General liability insurance (basic insurance)

2. By virtue of the application of this agreement, in accordance with the terms and conditions of the designated insurance regulations and within the frames of the liability for damages as determined by the Civil Code, the Insurer will instead of the Insured reimburse

- 2.1. losses caused through the management and maintenance of public roads and pavements or through any failure in this respect, which are owned or managed by the insured local government, in accordance with the conditions of the general liability insurance (basic insurance), and

- 2.2. losses caused through the management and maintenance of the flora (parks, alleys, other plants in public areas) or through any failure in this respect, which is owned or managed by the insured local government, in accordance with the conditions of the general liability insurance (basic insurance), for which the insured local government is liable to pay compensation under the rules of the Hungarian law.

3. Exclusions

- 3.1. The Insurer will not reimburse:

- 3.1.1. consequential losses: planned profit, lost profit, loss of production, loss of savings, other future deficits,

- 3.1.2. losses incurred or caused to itself by the local government,

- 3.1.3. losses caused to another legal person or an organisation without legal personality owned by the local government in the proportion of ownership share of the Insured,

- 3.1.4. in the case of more than one insured, losses caused by the insured entities to each other,

- 3.1.5. losses where the obligation is based on liability stricter or more excessive than that stipulated by the legal rules,

- 3.1.6. losses caused by way of exceeding budgets, obligatory prescriptions or financial contracts.

4. The Insurer may request the Insured to refund the amount of the excess claim paid to the claimant if it was a consequence of the omission of the loss prevention and loss mitigation obligations.

5. In the absence of any alternative agreement, the limit for any single year or any one event in respect of losses covered by this supplementary endorsement will be identical with the limit specified by the general liability insurance, and such limit will cover both the general liability insurance and the coverage under this present liability insurance endorsement.

In respect of the reimbursement of losses construed under this present coverage extension, alternative limit of indemnification (sub-limit) could be determined.

6. A condition of the validity of this present coverage extension is that the Insured possesses valid general liability insurance (basic insurance).

XIII. EXTENSION OF THE COVERAGE TO THE LIABILITY OF LOCAL GOVERNMENTS FOR LOSSES CAUSED UNDER THEIR OFFICIAL SCOPE OF AUTHORITY

1. Conditions and limits of indemnification

- 1.1. Supplementary liability insurance for service providers

2. By virtue of the application of this agreement, in accordance with the terms and conditions of the designated insurance regulations and within the frames of the liability for damages as determined by the Civil Code, the Insurer will instead of the Insured reimburse

- 2.1. losses caused by the insured local government acting in its official scope of authority in the course conducting a procedure or passing a resolution or in relation with the content of such resolution, in accordance with the conditions of the supplementary liability insurance for service providers.

3. Exclusions

- 3.1. The Insurer will not reimburse:
 - 3.1.1. consequential losses: planned profit, lost profit, loss of production, loss of savings, other future deficits,
 - 3.1.2. losses incurred or caused to itself by the local government,
 - 3.1.3. losses caused to another legal person or an organisation without legal personality owned by the local government in the proportion of ownership share of the Insured,
 - 3.1.4. in the case of more than one insured, losses caused by the insured entities to each other,
 - 3.1.5. losses where the obligation is based on liability stricter or more excessive than that stipulated by the legal rules,
 - 3.1.6. losses caused by way of exceeding budgets, obligatory prescriptions or financial contracts.
4. The Insurer may request the Insured to refund the amount of the excess claim paid to the claimant if it was a consequence of the omission of the loss prevention and loss mitigation obligations.
5. In the absence of any alternative agreement, the limit for any single year or any one event in respect of losses covered by this supplementary endorsement will be identical with the limit specified by the supplementary liability insurance for service providers, and such limit will cover both the supplementary liability insurance for service providers and the coverage under this present endorsement.

In respect of the reimbursement of losses construed under this present coverage extension, alternative limit of indemnification (sub-limit) could be determined.
6. A condition of the validity of this present coverage extension is that the Insured possesses valid general liability insurance (basic insurance) and supplementary liability insurance for service providers.

XIV. EXTENSION OF THE LIABILITY INSURANCE OF LOCAL GOVERNMENTS TO PERSONS EMPLOYED IN COMMUNITY SERVICES

1. Conditions and limits of indemnification

- 1.1. General liability insurance (basic insurance), and
- 1.2. Supplementary occupational accident liability and employers' liability insurance
2. By virtue of the application of this agreement, in accordance with the terms and conditions of the designated insurance regulations and within the frames of the liability for damages as determined by the Civil Code, the Insurer will instead of the Insured reimburse
 - 2.1.1. losses incurred by a private person participating in community services, in consequence of occupational accident in the course and on the venue of working, related to the work named in a written instruction or captured in a work log, within the duration of the community services organised and supervised and directly controlled by the insured local government, for which the organiser of the community services is liable under the Labour Code, or
 - 2.1.2. losses that were caused by private persons participating in community services to alien third parties in the course and on the venue of working, related to the work named in a written instruction or captured in a work log or contract, within the duration of the community services organised and supervised and directly controlled by the insured local government, for which the Insured is liable to pay compensation under the Hungarian law.

3. Exclusions

- 3.1. The Insurer will not reimburse:
 - 3.1.1. consequential losses: planned profit, lost profit, loss of production, loss of savings, other future deficits,

- 3.1.2. losses incurred or caused to itself by the local government,
 - 3.1.3. losses caused to another legal person or an organisation without legal personality owned by the local government in the proportion of ownership share of the Insured,
 - 3.1.4. in the case of more than one insured, losses caused by the insured entities to each other,
 - 3.1.5. losses where the obligation is based on liability stricter or more excessive than that stipulated by the legal rules,
 - 3.1.6. losses caused by way of exceeding budgets, obligatory prescriptions or financial contracts.
- 4. The Insurer may request the Insured to refund the amount of the excess claim paid to the claimant if it was a consequence of the omission of the loss prevention and loss mitigation obligations.
 - 5. The limit for any single year or any one event in respect of losses covered by this supplementary endorsement will be identical with the limit specified by the insurance products involved (basic insurance or supplementary occupational accident liability and employers' liability insurance) and such limit will cover both the supplementary liability insurance and the liability insurance involved.
 - 6. A condition of the validity of this present coverage extension is that the Insured possesses valid general liability insurance (basic insurance) and supplementary occupational accident liability and employers' liability insurance.

XV. LIABILITY INSURANCE FOR SOCIAL AND HEALTH CARE PROVIDERS (EXTENSION OF THE LIABILITY INSURANCE FOR SERVICE PROVIDERS)

- 1. By virtue of the application of this present agreement and under the terms and conditions of the supplementary liability insurance for service providers, the Insurer will reimburse losses caused in relation with services delivered by a legal person or organisation without legal personality that provides health care services in the possession of the relevant authoritative licence in its own behalf, to the recipient of such services in the form of personal injury and/or property losses, which according to the Hungarian legal rules should be borne by the entity insured under this present contract.
- 2. Under these present terms and conditions the insurance protection covers the specific and licensed activity(ies) or speciality(ies) designated in the insurance proposal and the policy.
- 3. Under the insurance contract the parties will deem all such activities to be health care services that are aimed at the preservation of the physical and psychological soundness of humans, at the prevention and early recognition of diseases, improvement of the status emerging in consequence of a disease or at the prevention of the further deterioration of conditions, **which, however, is not medical or specialist examination or treatment**, furthermore sick transport, as well as convenience and aesthetical treatments without medical referral (e.g. medical hotel, wellness, masseur, chartered nurse, elderly care, delivery of social benefits), provided that
 - 3.1. the Insured himself or his employees possess health or social care license, and persons participating in training necessary for achieving specialist license perform health or social care activities under the supervision of appropriately licensed persons;
 - 3.2. such activities are performed under assignment or other work-related legal relationship with the Insured.
- 4. **Exclusions**
 - 4.1. The Insurer's liability is not extended to the following
 - 4.1.1. medical services, treatments, interventions,
 - 4.1.2. cosmetic surgery, if it needs medical intervention,
 - 4.1.3. alternative and non-conventional healing activity,
 - 4.1.4. losses caused in the course or in consequence of the clinical study of an experimental pharmaceutical preparation,
 - 4.1.5. claims stemming exclusively from psychical damage.
 - 5. In addition to the provisions stipulated in the general contractual terms and conditions, the parties will assume gross negligence when the personal or material conditions prescribed in the legal rules or other obligatory professional regulations

are not available for the activity performed by the Insured; or if the loss was a consequence of the breach of the relevant health care and health protection regulations. In such cases the Insurer may claim the refunding of the sum paid instead of the Insured.

6. Territorial scope of the insurance: this insurance covers losses caused and occurred within the territory of Hungary, and enforced under the rules of the Hungarian law.
7. In the absence of any alternative agreement, the limit for any single year or any one event in respect of losses covered by this endorsement will be identical with the limit specified by the supplementary liability insurance for service providers, and such limit will cover both the supplementary liability insurance for service providers and the coverage under the endorsement for liability insurance for social and health care providers.
In respect of the reimbursement of losses construed under this present coverage extension, alternative limit of indemnification (sub-limit) could be determined.
8. A condition of the validity of this present coverage extension is that the Insured possesses valid general liability insurance (basic insurance) and liability insurance for service providers.

XVI. LIABILITY INSURANCE FOR PHARMACIES AND PHARMACISTS (EXTENSION OF THE LIABILITY INSURANCE FOR SERVICE PROVIDERS)

1. By virtue of the application of this present agreement and under the terms and conditions of the supplementary liability insurance for service providers, the Insurer will reimburse those personal and/or property losses that were caused by the Insured in his pharmacist capacity to his contracted customer, for which he is liable to pay compensation under the rules of the Hungarian law.
2. For the purpose of these special contractual terms and conditions the Insured can be:
 - 2.1. a pharmacist personally licensed to operate a pharmacy under the provisions of Act LIV of 1994, and pharmacist or assistant pharmacist designated by his name in the insurance contract who is in employment or other work-related legal relationship with the Policyholder,
 - 2.2. in the case of a pharmacist or assistant pharmacist employed in civil servant legal relationship, the Policyholder and in the meantime the Insured is his employer maintaining legal employment relationship.
3. If in causal relation with a professional error several losses would occur, these, irrespective of the number of claimants should be deemed as one single insurance event.
4. The insurance does not cover the following:
 - 4.1. losses stemming from the erroneous manufacturing or preparation of medical aids;
 - 4.2. losses caused through alternative medical activities by a person not having academic health care degree;
 - 4.3. losses caused through pharmacist activity performed not as an employee of a health care institution;
 - 4.4. psychic damages.
5. In the absence of any alternative agreement, the limit for any single year or any one event in respect of losses covered by this endorsement will be identical with the limit specified by the supplementary liability insurance for service providers, and such limit will cover both the supplementary liability insurance for service providers and the coverage under the endorsement for liability insurance for pharmacies and pharmacists.
In respect of the reimbursement of losses construed under this present coverage extension, alternative limit of indemnification (sub-limit) could be determined.
6. A condition of the validity of this present coverage extension is that the Insured possesses valid liability insurance for service providers.

