



AEGON TREND Property Insurance

Commercial Property and Liability Insurances


Több mint biztosító!

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General Contractual Terms and Conditions

These present general terms and conditions contain those rules that – in the absence of any alternative agreement in the Special terms and conditions or in the endorsements – are generally valid for the Insurer's commercial property insurance contracts.

Any issues not regulated herein shall be governed by the regulations based on the Special terms and conditions, the regulations stipulated in the supplementary insurance terms and conditions, and by the provisions of the Civil Code (hereinafter Ptk.).

In consideration of the premium and in accordance with the provisions stipulated in the property insurance contracts concluded on the basis of this/these present regulation(s), up to the limits and under the conditions specified in the proposal, the policy, the policy's enclosures (schedules) and in the terms and conditions, the Insurer will reimburse losses caused directly to the insured property by the insurance events.

Insurance events are defined in the respective regulations.

Parties to the contract:

- AEGON Hungary General Insurance Ltd.;
- the Insured;
- the Policyholder that may be identical with the Insured.

The language of the contract is Hungarian; the rules stipulated in the Hungarian law should be applied to the legal relationship between the parties.

I. PARTIES TO THE INSURANCE CONTRACT

1. The Policyholder

The Policyholder is a legal person or economic entity without legal personality that submitted the proposal and is designated in the insurance contract as the Policyholder.

The Policyholder complies with the premium payment obligation; also, the Policyholder is the addressee of the legal declarations of the Insurer.

The Policyholder will be eligible and obliged to make legal declarations related to the insurance and to inform the Insured.

AEGON TREND Property insurance contract may be concluded by a legal person or economic entity without legal personality or other organisation that either is interested in the protection of the property/ies to be insured or concludes the insurance contract for the benefit of such entity (the Insured).

The Policyholder and the Insurer stipulate in the insurance contract the conditions of the property insurance.

2. Insured

The Insured is the owner or certified user of the insured property/ies, or an entity interested in any certifiable manner in the protection of the property, whose interest in the protection of the property must persist throughout the entire time scope of the insurance contract, in the absence of which the Insurer's benefit payment obligation will cease to exist.

Under the property insurance contract Insured can be:

- a legal person;
- an economic organisation (Ptk. section 685.c).
- designated by its name in the contract (policy).

3. Insurer

AEGON Hungary General Insurance Ltd.

II. COMING INTO FORCE, DURATION AND TERMINATION OF THE INSURANCE CONTRACT

1. The insurance contract comes into force by virtue of the written agreement between the parties. The conclusion of the contract should be initiated by the Policyholder (Insured) with a written proposal (schedule).

2. The Insurer is entitled to evaluate the proposal within 15 days from its handing over either to it or to its representative. The contract will come into force if the Insurer accepts the proposal within the 15-day deadline. The contract comes into force also if the Insurer does not respond to the proposal submitted by the Policyholder (Insured) within the said 15-day deadline. In such case the contract will come into force with content identical with that of the proposal, with retroactive effect (on the day when the proposal was handed over to the Insurer's representative).

In case the contract comes into force without a declaration made by the Insurer, the Insurer is entitled to cancel the contract with a 30-day notice, within 15 days from the day when the proposal was received by the unit of the Insurer entitled to issue the policy.
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 in the proposal would be received by the Insurer.
4. If the Insurer refuses 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 take over the policy even in the case of an implied contract.
6. The insurance contract can be concluded for a defined or an undefined period. In the absence of any alternative written 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 in 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 only in writing be validly notified.
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 would be settled, the Insured was granted postponed premium payment or the Insurer enforced its premium claim in litigation.
11. The contract will cease to exist when the proprietary interest of the Insured (Policyholder) in the protection of the property/ies would cease to exist (lapse of interest).

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 covers site(s) in Hungary, designated by the Insured.
2. On the basis of the contract, the Insurer will reimburse direct losses that were incurred by the insured property on the insured site, caused by an insurance event.
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 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.

In the case of a proposal mediated by a broker or submitted on-line, the Insurer's liability starts at 0.00 hour on the day following the day of the receipt of the same, thus the Insurer may grant postponed payment of the insurance premium latest by 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 at 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, the Insurer will recognise the paid premiums for a period that may not start earlier than the period of the Insurer's liability.

IV. SUM INSURED AND PREMIUM PAYMENT

1. The sum insured is specified by the Policyholder (Insured) and it will be denominated in the currency then prevailing in Hungary. The sum insured shall be the upper limit of the benefit payable by the Insurer for a single year and/or for the insurance period. The insurance benefit and the premium are payable in the then prevailing domestic currency of Hungary.

2. The Insurer can be held liable

- in respect of property items listed in the insurance contract up to the limit indicated therein;
- in respect of properties grouped on the basis of the identical method of valuation: up to the limit indicated.

3. In the absence of any alternative agreement in the contract, the sums insured for the property items and property groups should be determined at new value (repurchase value, replacement new value).

For the purpose of this contract new value shall mean the purchase price or the production cost of a property item that in terms of quality, technical value and capacity is identical with the insured property item, and such costs shall include freight, stamp fees, customs, assembly and commissioning, provided that they could emerge at the time of the contract conclusion.

The sum insured must include the value added tax and other charges in accordance with the type of the Insured's activity according to the classification of the current tax law. Any eventual modification of the sum insured due to changes in the legal rules could be executed on the basis of the report made and data submitted by the Insured. Omission of such report may not result in the payment of insurance benefit in excess of its lawful amount.

Any agreement concluded for a sum insured in excess of the new value (over-insurance) is void. In such case that Insurer will refund a proportional part of the insurance premium, which covers the excess sum, and the upper limit of the insurance benefit is the sum insured determined at new value.

4. If at the time of the occurrence of the loss event, the sum insured of the damaged property or property group would be lower than its actual new value, the Insurer will reimburse the loss in such proportion as is borne by such lower amount to the actual new value (pro rata indemnification). The rate per cent of the coverage should be determined separately for each item covered by the contract.

5. Insurance for sum insured other than new value (e.g. gross or net book value, technically depreciated value) could be concluded exclusively on the basis of a specific agreement. In such cases the amount of indemnification will be specified and paid in the proportion as is borne by the value calculated under the respective agreement to the sum insured. In the absence of other agreement or agreed limit of indemnification, the upper limit of the insurance benefit is the sum insured.

6. Pro rata indemnification will be applied only if the rate of under-insurance exceeds 15%.

7. The Policyholder (Insured) may at any time request the modification of the sum insured, by way of a written declaration addressed to the Insurer. Such declaration qualifies and will be evaluated by the Insurer as a new proposal. Change in the sum insured may entail change in the insurance premium, too.

8. The Policyholder is burdened with premium payment obligation.

9. The basis of the determination of the insurance premium payable is the premium due for an insurance period (maximum one year).

10. The first instalment or the one-off premium is due at the coming into force of the insurance contract, but the parties may agree in installed payment, the frequency of which is specified in the proposal and the policy.

11. If the insurance would cease following the payment of the insurance benefit, the Insurer will be entitled for the full premium due for the entire insurance period; meanwhile any premium arrears could be set off against any reimbursement.

12. In their contract, the parties may agree in no-claim bonus. At the conclusion of the contract the Insurer may grant discount from the premium either in advance or successively at the end of a period. The Policyholder (Insured) will become entitled for no-claim bonus if there were no loss events during the given period or the claim payment would not reach a loss ratio determined in advance, or if the Insurer did not pay benefit. The parties will make individual agreements concerning the rate of the no-claim bonus. The Parties are obliged to render accounts at the end of the year. Any advance bonus will, following a loss event occurring during the period be refunded to the Insurer or will be set off against the next premium. The accounting of the successive bonus (premium refund for claim-free history) may be initiated by the Policyholder (Insured) by way of declaring loss-free history.

V. INSURABLE PROPERTY ITEMS AND PROPERTY GROUPS

1. Properties owned by the Insured or third parties:

1.1 *Tangible assets*

- 1.1.1 land and building;
- 1.1.2. technical equipment, machinery, vehicles;
- 1.1.3. other equipment, furniture, fittings, tools, fixtures, vehicles;
- 1.1.4. assets in the course of construction.

1.2. *Stocks*

- 1.2.1. materials, goods;
- 1.2.2. work in process;
- 1.2.3. finished goods;
- 1.2.4. materials and goods with life span under one year.

1.3. *Cash and valuables*

- 1.3.1. Appropriately certified cash funds, stamps and alike, valuables kept in deposit box or safe qualified by the Property Insurance Section of the Association of Hungarian Insurers (hereinafter MABISZ), up to the limit corresponding to the qualification of the safe deposit instrument.

1.4. *Animals*

2. Properties of third parties

- 2.1. Only those property items may be included in the scope of the coverage where the title can be documented and which are included in the records of the Insured and for which the Insured is burdened with indemnification obligation.

3. Additional costs

- 3.1. Without the payment of any additional premium, the Insurer will within the sum insured reimburse actually incurred, justified and certifiable costs up to 10% of the aggregate sum insured specified for the property or the supplementary insurance concerned, which were related to insurance events covered herein and to the insured properties, as follows:
 - 3.1.1. costs of fire extinguishing, rescuing and debris removal, which are related to an insurance event, and are burdened on the Insured;
 - 3.1.2. costs related to the transportation of the damaged property, to temporary cover (roofing), propping, scaffold, temporary public utilities, furthermore to any forced evacuation or to the measures related to the safety of the property rescued;
- 3.2. Justified and certified expenses within the scope of loss mitigation will be reimbursed by the Insurer even if they were unsuccessful, meanwhile costs of loss prevention will be reimbursed in the event and to the extent mentioned above.

- 3.3. Further sums insured could be specified for additional costs as follows:
- 3.3.1. additional fire extinguishing, rescuing and debris removal costs related to the insurance event, which should be borne by the Insured;
- 3.3.2. costs covering (laboratory) tests related to the statement and adjustment of a loss, and costs of any fact finding, provided that such tests/investigations were conducted with the preliminary consent of the Insurer;
- 3.3.3. costs covering engineering and expert fees related to reinstatement; such additional costs should be recognised among the property groups covered by the property and supplementary insurances.

Additional costs could be covered and reimbursed under property insurance and/or supplementary burglary and robbery insurance, following the occurrence of an insurance event.

4. The following items can be insured under a specific agreement stated in the proposal and the policy:
- credit card, saving books, cash replacing instruments, securities, stamps and alike;
 - documents (deed, manuscript, etc.) business books, card files, plans, drawings;
 - data, software and other intellectual property stored on punch card, magnetic tape, magnetic disk and other data media;
 - stocks by themselves;
 - crop (standing crop, crops harvested and stored open-air, fodders);
 - teller machines together with their contents;
 - intangible assets;
 - receivables.

VI. DEDUCTIBLE

Claim under the deductible determined in monetary or percentage terms will not be reimbursed by the Insurer. The amount equalling the deductible will in all cases be deducted from the claim amount determined.

VII. BENEFIT PAYMENT OBLIGATION OF THE INSURER, RULES OF BENEFIT PAYMENT AND DOCUMENTS NECESSARY FOR THE RECEIPT OF THE BENEFIT

Following an insurance event, the Insurer will pay indemnification as follows:

1. The Insurer will reimburse losses up to the upper limit specified for any one event and any year in the contract, in the currency then valid in Hungary, always in due consideration of the insured rate per cent of each property item and property group, i.e. whether or not the sum insured is in correspondence with the new or agreed value (hereinafter: new, technically depreciated or book value). The Insurer will reimburse the difference between the actual value and the new value of a property if such tangible asset will be reinstated, replaced with a new property, or purchased.
2. If the Insured is entitled to claim for the refunding of the value added tax or could deduct same from its tax, the insurance benefit will not cover value added tax. In relation with its obligations stemming from the insurance contract, the Insurer may undertake the obligation of the reimbursement of the value added tax content of the price of services (costs of materials, repair or reinstatement) bearing value added tax, which are necessary for the reinstatement of the state as before the loss event or the elimination of the consequences of a loss, or may reimburse the same to an eligible party, on the basis of an invoice where the sum of the value added tax is indicated or wherefrom it can be calculated.
3. Benefits paid by the Insurer reduce the sum insured for the given period. After the insurance has been exhausted but before the occurrence of another loss, the parties may with joint consent agree on the replenishment of the sum insured, otherwise the liability of the Insurer will for the rest of the insurance period cease. Exhaustion of the sum insured will be investigated separately for each property group or for each property item listed in the contract.
4. If the sum insured is lower than the new value of the given property item, the Insurer will pay pro rata indemnification, i.e. it will reimburse the loss in such proportion as is borne by the sum insured to the actual new value of the damaged property item or property group.
5. In the case of the total loss of tangible assets (total destruction or uneconomic repair), the Insurer will reimburse the new value of the property item(s) in due consideration of the coverage rate per cent. Repair is uneconomic if the cost of repair or reinstatement and other additional costs are higher than the sum insured net of the residual value.

6. The Insurer will reduce the value of the marketable or usable residuals from the amount of indemnification payable for property items incurring total loss.
7. In the case of partial loss of tangible assets, the Insurer will cover the costs of repair or reinstatement. In the case of partial loss, the Insurer reimburses costs necessary for the reinstatement of the damaged equipment, appliance to its original and operative state, furthermore the costs of disassembly and assembly related to the above, also, the average costs of transportation to and from the service workshop, as well as customs fees and excises, however, up to the extent as they are included in the sum insured.

Costs of temporary repair or reinstatement will be reimbursed by the Insurer only in that case when they form part of the final reinstatement and do not increase the costs of final reinstatement. If the repair costs reach or exceed the actual value of the damaged equipment or appliances as before the date of loss, such equipment or appliance should be deemed to be totally lost.
8. If the reinstated state differs from that at the date of loss, the basis of the reimbursement will be the calculated cost of the reinstatement of the state as at the date of loss.

Difference shall mean any deviation from the technical contents, performance or life span.
9. If the reinstatement or repair entails value increment in comparison with the new value, the Insurer will be entitled to reduce the amount of indemnification pro rata as to such value increment.
10. Losses incurred by assets in the course of construction will be reimbursed by the Insurer up to the project costs actually incurred until the date of the loss, taking into consideration the prices of finished assets as at the date of loss and/or the production or construction costs.
11. Properties of third parties, which correspond with the scope of insurable properties, which are rented, borrowed, leased or taken over under contractual arrangement for treatment, custody, storage or repair by the Insured (building, structures, machines, equipment, accessories, appliances and other properties qualifying as tangible properties) will be reimbursed by the Insurer at their value as at the date of loss. Value as at the date of loss shall mean a sum for which the Insured can acquire new property item of the same usage value, technical content and state, however, the amount of the reimbursement may not be higher than the sum insured of the given property item.
12. Losses incurred by mothballed or idled tangible assets will be reimbursed by the Insurer up to their net values. Reimbursement payable in respect of tangible assets designated for demolition or discarding will be the residual value that may not exceed the respective net values.
13. Stocks, purchased materials and assets with a life span under one year will be reimbursed maximum on the certified original purchase value as at the date of loss. The amount of the insurance benefit may not exceed the sum insured.
14. Packaging materials not owned by the Insured (returnable packages) will be reimbursed – within the sum insured – on package fee.
15. Losses incurred by self-produced finished and semi-finished products or assets in the course of construction will be reimbursed up to the amount of the total costs incurred, but maximum up to the sum insured.
16. The Insurer may be held liable for losses taking place during the time scope of the contract, which occurred and were reported in the manner specified in the contract.
17. The Insurer or its representative is obliged to survey the damaged property/ies within 5 days from the receipt of the loss report, to repeat the survey if necessary, and to state losses, their nature and extent.
18. 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.
19. 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.
20. 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,
- official document certifying the amount of the sum insured,
- documents certifying the ownership title of the Insured, and as regards properties of third parties: documents certifying the legal title of possessing (such as rent, lease, probing, test, repair, or in the case of land or building: certificate from the cadastre office), together with the name of the owner of the property,
- 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 certificate of extreme weather conditions or natural phenomena (in the case of natural peril),
- official opinion of the expert assigned in consent with the Insurer,
- certificate from the external firm delivering services (in the case of service interruption),
- 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,
- asset register, inventory sheets, individual registration sheets of tangible assets, invoices on the stocks,
- at least two different quotations received in respect of the reinstatement, and the invoice certifying the costs of troubleshooting,
- declaration of the claimant concerning VAT refund eligibilities.

However, the Insured is in all cases entitled to present further evidences that it according to the general rules of giving evidence deems to be necessary for the enforcement of its claims.

VIII. COOPERATION BETWEEN THE PARTIES

1. Obligations of the Policyholder and the Insured

1.1 Reporting obligation

- 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. The schedules should be supplied with the signature of the Policyholder (Insured). The accuracy and the verity of the data is the responsibility of the Policyholder even if the Insurer or any insurance mediator was involved in the data delivery.
- 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.

1.2 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 asset value if such change exceeds 10% of the total sum insured of the property group concerned or the sum insured of the entire insured property portfolio;
- change in the nature of the activities;
- commissioning of a plant or facility engaged in new ordinary activity; introduction of new production branch or technology; changes in or moving of a site;
- reconstruction of architectural structure, plant or workshop, modification of the technology;
- modification in the loss prevention and loss elimination systems;
- establishment of new plant, site; acquisition of new property;

- unseasonable halting of plants, equipment for at least three months (temporary idling) or final withdrawal from production;
- handover or letting of plants or sites;
- establishment of any mortgage right on the insured properties together with the indication of the mortgagee;
- starting of bankruptcy procedure or out-of-bankruptcy composition procedure, reorganisation or liquidation procedure;
- conclusion of additional insurance in respect of the property items insured under this contract.

The Policyholder and the Insured are obliged to immediately furnish the Insurer with deeds modified or changed, and to complete schedules with new content. The Insurer will handle and evaluate change reports as if they were new proposals, and in the case of material changes in the risk exposure, the Insurer may initiate modification of the insurance premium rates.

1.3 ***Loss reporting obligation***

- The Policyholder and the Insured are obliged to report any insurance event 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.
- A loss report should contain the time of the loss occurrence, its actual or suspected cause, the venue and the amount of the loss, any authoritative procedure related to the loss, and all other material information, among others the name and telephone number of the person designated by the Insured.
- Following the occurrence of fire, explosion insurance event, the Insured is obliged to report to the fire department; following burglary and robbery insurance event the Insured is obliged to report to the police department.

1.4 ***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, and will not be obliged to reimburse losses therefore occurring.

1.5 ***Loss mitigation obligation***

- Following the occurrence of a loss, the Policyholder and the Insured are obliged to do their best to mitigate the loss.
- Within 3 days from the occurrence of the insurance event or until the starting of the loss survey, the Insured may alter the venue only to the extent as necessary for the loss mitigation. Should the Insured execute modifications in alteration of that, the Insurer will be exempted from the payment of the claim if therefore circumstances essential for the Insurer will become undiscoverable.

After the prevention of the direct emergency, the Insured elaborates a proposal concerning the mitigation of the loss, and reconciles its plan with the Insurer. If the Insurer would propose a solution for loss mitigation, which is of equal technical value but more affordable, and the Insured will deviate from this solution, the Insurer will not reimburse additional costs.

2. **Obligations of the Insurer**

The Insurer will reimburse losses in accordance with the provisions stipulated in the relevant 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. The amount of indemnification will become due within 30 days from the receipt of the last document forming the basis of the reimbursement.

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 yet be determined, the Insurer may pay advance compensation.

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 its 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 signed and thus approved 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, the 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 Insurer's indemnification obligation is not extended to losses:
- a) that were incurred by properties not insured or excluded from insurance;
 - b) where the payment obligation of the Insurer, specified for any one event does not reach the amount of the deductible retained by the Insured;
 - c) that emerge as penalising type additional cost (e.g. penalty, fine, interest), or as economic disadvantage stemming from the cessation or suspension of the production process (e.g. loss of production, loss of profit, wages paid for idle time, additional costs, consequences of delayed performance, liquidated damages, fines or other deficits). (Except for the coverage of business interruption granted under the relevant specific agreement.);
 - d) that stem from loss of value of the damaged property, which, however, does not influence further normal use;
 - e) that emerged from the failure of the purposeful use of non damaged spare parts and accessories of destroyed insured properties;
 - f) that can be recognised as normal shortage;
 - g) that are consequences of losses incurred by cash, securities, plans, documents, business books, deeds or software items;
 - h) that were incurred by the soil fertility, water quality or natural environment;
 - i) that partly of fully occurred in causal relation with obsolescence of buildings, structures, machines, or with the omission of their maintenance, or with the neglecting of the architectural or operational rules;
 - j) that stem from the pollution of the natural or artificial environment (Except for the coverage granted under the specific agreement: environment pollution liability insurance.);
 - k) that occurred not in direct relation with insurance events and that qualify as consequential losses;
 - l) that stem from the explosion, nuclear reactions or radiation of fissile materials, or from ionising or laser radiation;
 - m) that are related to the production, storage or processing of nuclear energy, fuel (waste);
 - n) that can be recovered under a legal rule or are covered by other insurance;
 - o) that emerge as the cost of reproduction or capturing of documents, plans, intellectual products stored on computer media;
 - p) that emerged in relation with any of the following events: invasion, measures of civil or military authorities, seizure, requisition, nationalisation, warlike events, riot, sabotage, lock-out, rebellion, civil commotion, popular uprising, revolution, state of siege, pilferage, terrorist actions, vandalism;
 - q) that emerged 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 breach its obligations described in section VIII. 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, or in the proposal or schedule the Insurer not raised question on that fact or acknowledged that the question was unanswered.
2. Unlawful deliberateness or material negligence can be constituted if the Insured did not observe loss mitigation, loss prevention or loss reporting prescriptions and instructions given by the Insurer in writing, and the losses occurred therefore; in such case the indemnification obligation of the Insurer will not arise. Also, the Insurer will be exempted from its benefit payment obligation if it can prove that the loss was caused unlawfully, deliberately and grossly negligently by the Insurer or the Policyholder.
3. The Insurer will be exempted from the reimbursement of losses coming under the scope of insured risks if it can prove that the Insured, the Policyholder, their relative living in the same household, or the head of the insured or policy holding economic organisation, or their employee assigned with the management of the insured property, or their agent, member or body caused the loss unlawfully and deliberately – specifically in the course of deliberate criminal act committed or attempted by the Policyholder or the Insured – or grossly negligently.
4. The above events should be deemed as caused deliberately even if the Policyholder or the Insured did not wish their consequences but admitted them.

5. For the purpose of this regulation gross negligence will be constituted specifically if:
- the fire protection regulation was breached,
 - the loss occurred partly or fully in consequence of the omission of the inspection prescribed by an authority, a legal rule or the operation instruction,
 - activities were performed on the site without the necessary authoritative permissions or which were not permitted therein and the loss can partly or fully be attributed to that,
 - the wrongdoer was under the influence of alcohol or other stupeficient agent and direct interrelation can be found between this and the occurrence of the loss,
 - court decision was passed that condemned the Policyholder or the Insured in respect of the occurrence of the loss event.

Further constraints are described at the individual insurance elements.

6. If the Insurer reimbursed the loss it will be subrogated to all of the rights of the claimant against the wrongdoer (recourse right). The Policyholder / Insured is obliged to ensure all support for the exercising of the recourse rights that the Insurer is lawfully subrogated to. The Insured may not abandon his right of recourse adversely for the Insurer. Consequences stemming from failure to comply with the above obligations should be borne by the 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 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. The Insurer may request written confirmation of reports made via telephone. The contracting parties may cancel the contract exclusively in registered mail.
3. In the absence of any alternative agreement, the contracting parties may not furnish any third party with any data relative to the other party, which are in their possession related to the insurance.

The Insurer itself or its representative is entitled to inspect on the premises the risk exposure and the correctness of the data delivered by the Policyholder (Insured).

4. Should the Insurer gain knowledge of significant changes in the risk exposure, it will be entitled to modify or cancel the contract within 15 days. If the proposed modification would not be accepted, the Insurer may cancel the contract with a 30-day deadline, meanwhile, the Insurer is obliged to warn accordingly the Policyholder in its modification proposal.
5. 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

I. Property Insurance Regulation (Basic Insurance)

1. INSURED EVENTS AND LOSSES

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 this regulation and among the frames of the general contractual terms and conditions reimburse losses that were caused by the events and losses to the insured property, within the insurance period and on the insured site.

The Insurer grants coverage to losses caused directly by the insurance events, and will not reimburse consequential losses.

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

The legal relationship between the parties will be subjected to the provisions stated in the proposal and the policy, the General as well as the Special terms and conditions, and in the Ptk.

Insurance event

For the purpose of this regulation, events and losses listed and detailed hereinafter will qualify as insurance events.

1. Fire
2. Explosion and implosion
3. Strike of lightning and secondary effect of lightning
4. Storm, flood and rainstorm
5. Burst of pipes and water leak losses
6. Earth movement, subsidence of unknown cavity
7. Hail and pressure of snow
8. Losses caused by alien airborne and terrestrial vehicles
9. Fire losses caused by electric current.

This insurance covers incidentally, unexpectedly and unpredictably occurring physical losses caused by the following events.

1.1. Fire

Fire insurance event shall mean an oxidation process entailing physical changes, which is started by ignition temperature, able to self-propagate, able to spread, and is accompanied by the joint effect of heat, flame, light and smoke.

The Insurer will reimburse losses under fire peril if :

- a) the fire caused damage to the insured property,
- b) the fire caused damage to a property that is normally exposed to fire or heat (e.g. boiler, stove, furnace, dryer, ladle, etc.) in such manner that the appliance got overheated for unexpected, unforeseeable and irresistible cause.

Under this present regulation, the Insurer reimburses losses caused to the insured property by smoke and soot, without fire loss.

Exclusions

The Insurer will not reimburse under fire peril the following:

- a) fermentation, decay, roasting, change in colour or shape, biological oxidation, corrosion, smell or chemical process,
- b) fire loss of the self-ignited material, but the Insurer will reimburse losses caused to other properties by fire spreading therefrom,
- c) fire loss of property normally exposed to fire or heat (e.g. boiler, stove, furnace, dryer, ladle, etc.), due to wear and tear, puncture in the course of usage, cracking, stoppage of water or any cooling liquid, or losses of the escaping material thereafter,

- d) fire that occurred in electric machines, equipment or accessories caused by electric current, heat effect of short circuit, but the Insurer will reimburse losses caused to other properties by fire spreading therefrom,
- e) fire that occurred in electric machines, equipment or accessories caused by inactivity of electric voltage or current protection, but the Insurer will reimburse losses caused to other properties by fire spreading therefrom,
- f) losses caused by the corrosive effect of chemicals or by other chemical processes to the materials and objects exposed to such substances,
- g) smoke or soot pollution without fire loss,
- h) losses emerging as burn, roast, discolouring or malformation of any material processed, which were caused by the heat impact of energy used normally in the course of the processing (open boiling, drying with hot air, etc.) by way of exposing any materials (vegetable or flesh, etc.) to efficacious heat impact.

1.2. Explosion and implosion

Explosion or implosion insurance event shall mean destruction accompanied by sudden release of energy and noise, which is caused by the pressure difference emerging or existing between two spaces separated from each other, due to or together with the simultaneous change in the strength of the separation element (destruction).

The Insurer will reimburse losses under explosion and implosion peril if the explosion or implosion caused loss of or damages to the insured properties.

Exclusion

The Insurer will not reimburse losses under explosion and implosion peril if

- a) they emerged due to or in relation with conscious, planned explosion that was notified and permitted in advance,
- b) losses caused by pressure existing or emerging in the combustion chamber of internal combustion engines, boilers, heat or energy producing machinery or equipment,
- c) losses emerging in the course of customary usage, without exceeding the effective pressure (e.g. in a steam boiler), but the Insurer will reimburse losses caused to other properties therefrom,
- d) that emerged due to the frost of reservoirs or pipes filled with liquid, or due to the natural (effective) pressure of materials stored in reservoirs or tanks,
- e) losses caused by any changes in the effective pressure (such as water hammer or burst of pipe)
- f) that occurred between the spaces of equipment, appliances or instruments separated by glass, quartz or ceramic element, but the Insurer will reimburse losses caused to other properties therefrom,
- g) that stem from sonic bang,
- h) loss that occurred in consequence of the explosion of so-called free gas clouds.

1.3. Strike of lightning and secondary effect of lightning

Lightning shall mean equalisation of potential difference or high voltage discharge of electricity between the atmosphere and the earth or a terrestrial object.

The Insurer will reimburse losses under lightning peril if the igniting, burning, thermic or mechanical destruction effect of the lightning caused loss of or damage to the insured property.

Exclusion

The Insurer will not reimburse losses under lightning peril if:

- a) they happened due to the defect or deficiency of the lightning protection system,
- b) they were incurred by the lightning protection system itself and no other losses occurred.

The Insurer will reimburse losses under the secondary effect of lightning peril if the loss was caused to insured electric machines, equipment and appliances by over-voltage or induction caused by lightning.

Exclusion

The Insurer will not reimburse loss if it happened due to:

- a) the defect or deficiency of the lightning protection system or transient protection system statutorily prescribed by an authority or a legal rule,
- b) the omission of the maintenance of the existing lightning protection system or transient protection system.

1.4. Storm, flood and rainstorm

Storm shall mean an air current where the speed of the wind or a gust reaches or exceeds a threshold of 54 km/hour. Wind speed should if necessary be certified on the basis of the document issued by the National Meteorological Service.

The Insurer will reimburse under storm peril if:

- a) the pressing or sucking effect exercised by the storm on surfaces, or objects whirled or felled by the storm caused loss of or damage to the insured property.
- b) precipitation water flowing through the doors or windows damaged by the storm, or through roofing made with material approved by the construction standards as final cover and with professional technology or through a gap on the wall produced by the storm causes loss of or damage to the insured property.

Exclusions

The Insurer will not reimburse loss under storm peril if:

- a) it was caused to temporary cover used for protecting against weather conditions (foil, canvas, etc.),
- b) it was caused to machinery, equipment or stocks (among others: livestock, standing crops, or crops harvested, collected, picked up, etc.), crops or fodder stored open air, or the materials used for their storage,
- c) it was caused to glazing of building and structures, to glass walls or to glass houses, foil or other tents,
- d) caused by precipitation of inflowing precipitation water to the external plaster, coating or painting of buildings,
- e) emerged in the form of fungus or mildew, without other losses,
- f) caused to the insured property by the air current moving within the rooms.

Flood insurance event shall mean and the Insurer will reimburse those losses that were caused by the inundation of superficial natural waters and channels emptying to them, or lakes, by overflowing their embankments and dams.

Rainstorm insurance event shall mean and the Insurer will reimburse those losses that were caused by large volume of precipitation water falling for more than 10 minutes with 0.5 mm/minutes intensity, to insured property by way of inundation or damaging.

Exclusions

The Insurer will not reimburse under rainstorm flood and peril losses that:

- a) were caused to any property to be found in the wave area, open flood area or unprotected flood area,
- b) were caused to water receiving, draining and management facilities, dams, watering equipment, water reservoirs and alike, or to the livestock to be found in them,
- c) were caused by seepage, inland water, ground water, boil at the side of the dams,
- d) were incurred by the soil fertility or soil structure in consequence of leaching out of organic and artificial fertilisers,
- e) emerged as deficit or costs incurred in the course of flood prevention or flood protection works performed on authoritative order or otherwise,
- f) in the case of inundation of those parts of a building where the floor is under the ground level: that were caused to properties and stocks located therein, except if they were stored at least 15 cm above the floor,
- g) emerged in the form of fungus or mildew, without other losses.

For the purpose of the insurance coverage:

- wave area: open flood area between the river and the flood embankments,
- Open flood area: flood area not protected by embankments, provided however, that the basis of such qualification is the category stated by the competent flood protection authority.

1.5. Burst of pipe and water leak losses

Insurance event shall mean the burst, cracking or other mechanical damage of pipes of potable water, industrial water, waste water, which can be found on the insured site, furthermore conduits of precipitation water and central heating, which are led within the building structure, as well as their tanks, equipment and accessories, in consequence of which water, steam or liquid escapes and damages the insured property.

This present insurance covers losses caused by water unexpectedly, unpredictably and uncontrollably escaping in consequence of the defect of inbuilt fire extinguishing equipment constructed in the insured building, furthermore the burst, cracking, puncture, defect of its accessories (e.g. water outlets, pipe network, alarming device, nozzles).

Under the coverage granted to burst of pipe insurance event, the Insurer's liability is extended to the following:

- a) losses caused by freezing or frost,
- b) water damage (inundation, leak) losses in consequence of deficient sealing of or clogging in equipment and accessories within the building, building structure; costs of repair of sealing, furthermore losses caused by clogging in the draining pipes and the costs of the repair of clogging,
- c) costs of exploration and repair becoming necessary following burst of pipe, as follows:
- d) costs of exploration and repair of pipes maximum 10 m in length, and
- e) replacement of maximum 6 m pipe with new one (costs of material and labour).

Exclusions

The Insurer will not reimburse under burst of pipe peril, the following:

- a) losses incurred by the escaping and wasted material, including costs and fees related to excess consumption,
- b) losses that emerged because a pipe-end was left open, or sliding valves, valves, tabs or other closing devices of pipes, tanks or other equipment were not totally closed,
- c) losses caused by water flowing out for whatever reason from the gutter or from the rainwater pipe or down-pipe assembled outside the building,
- d) in the case of inundation of those parts of a building where the floor is under the ground level: losses caused to properties and stocks located therein, except if they were stored at least 15 cm above the floor,
- e) losses caused by the water escaping in consequence of the cracking or burst of the (main) pipe network beyond the water meter or metering point,
- f) losses that occurred in consequence of the omission of the obligatory maintenance of pipelines, tanks, equipment, vessels and fixtures,
- g) losses that occurred in the course of pressure tests, checking, maintenance, repair and construction works,
- h) losses that occurred in consequence of the defect or frost of cold and hot beds, stable glass houses, cold storages or buildings used for animal breeding,
- i) losses that emerged in the form of fungus or mildew.

1.6. Earth movement, subsidence of unknown cavity

Earth movement insurance event shall mean

- earthquake; therefore the Insurer will reimburse losses caused to the insured property by an earthquake at the insured site, which reached or exceeded the 5th grade on the MSK-64 scale.
- soil and stone fall; therefore the Insurer reimburses losses caused to the insured property by soil and stone fall.

Subsidence of unknown underground structure, cavity will qualify as insurance event, and the Insurer will reimburse losses caused to the insured property by subsidence of an unknown cavity or an unknown underground structure. A structure or cavity that the Insured (Policyholder) or the competent authority was aware of prior to the occurrence of the loss is not unknown.

Exclusions

The Insurer will not reimburse under earth movement peril the following:

- a) subsidence of cavities due to the settlement of the ground or the sedimentation of the upfill under the foundation related to earth movement under the foundation, to mining, abandoned mines, earth, stone and rock excavation, or to improper foundation and drainage of buildings;
- b) costs of the transportation of earth or stone slid or collapsed, packing of the unknown cavity and the erection of a new embankment (retaining wall),
- c) losses caused by the stone and earth fall to the retaining walls, artificial slopes or other manmade objects.

1.7. Hail and pressure of snow

Hail loss shall mean mechanical damage (breakage or deformation) caused by precipitation falling in the form of sleet and losses occurring therefrom.

Snow pressure loss shall mean breakage or distortion occurring due to the static pressure of snow aggregated in large volume. The Insurer will under hail and snow pressure peril reimburse losses incurred by the final roof of buildings and structures, or caused to the building and structures by leak brought about by the precipitation (snow, hail) penetrating through the damaged final roof, or incurred by insured properties due to the falling or collapse of parts of the building.

Exclusions

The Insurer will not reimburse under hail and snow pressure perils the following:

- a) losses of glazing of cold and hot beds, glass roofs, foil tents, canopies, and temporary structures,
- b) losses of livestock and standing crops,
- c) if the roof of the building remain undamaged,
- d) consequences of the sliding of snow on other insured buildings or properties,
- e) losses that emerged in consequence of the deficient structural design or erection of the roof or the omission of its maintenance.

1.8. Losses caused by alien airborne and terrestrial vehicles

For the purpose of this present regulation a vehicle whose owner, operator or user does not have legal relationship with the Insured (Policyholder) is an alien vehicle. A vehicle in the possession, operation or use of the Insured (Policyholder), or member, director, employee, agent is not alien vehicle.

The Insurer will reimburse as loss caused by alien airborne and terrestrial vehicles a loss incurred by the insured building, structure or property, if it was caused by the vehicle or its cargo (collision, hit, fall).

Exclusions

The Insurer will not reimburse the following:

- a) losses incurred by the vehicles,
- b) losses that are covered by the liability insurance of the vehicle; in the course of loss adjustment under this present regulation, such liability insurance shall be deemed as the primary insurance,
- c) losses that were caused by a vehicle used as means of destruction or as weapon (terrorism),
- d) losses incurred by livestock or standing crops.

1.9. Fire losses caused by electric current

For the purpose of this regulation, fire losses caused by electric current shall mean fire that occurred in electric machines, equipment or accessories caused by electric current, heat effect of short circuit.

Exclusions

The Insurer will not reimburse under *fire caused by electric current* peril if it happened due to:

- a) the omission of maintenance,
- b) non-professional repair of fuses or other electric components.

II. Supplementary Burglary and Robbery 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 this regulation and among the frames of the general contractual terms and conditions reimburse losses that were caused by the events and losses to the insured property, within the insurance period and on the insured site.

The Insurer grants coverage to losses caused directly by the insurance events, and will not reimburse consequential losses.

Any issues not regulated in these terms and conditions shall be governed by the provisions stipulated in the General terms and conditions, in the property insurance regulation and its enclosures and in the Ptk.

The legal relationship between the parties will be subjected to the provisions stated in the proposal and the policy, the General as well as the Special terms and conditions, and in the Ptk.

A condition of the conclusion of this present supplementary insurance is that the Insured already has a valid property insurance or concludes it concurrently. Simultaneously with the termination of the basic insurance for whatever reason, the supplementary insurance will terminate without any special measure.

1. INSURANCE EVENTS AND LOSSES

1.1. Burglary

Burglary insurance event occurs when the perpetrator commits theft by way of unlawfully penetrating into a locked room to be found on the insured site, which encompasses the insured property, leaving outward signs of injury behind

- applying violence against property,
- penetrated into the room using a tool other than the key of the room and not used in general for opening locks,
- or using the key of the room acquired by way of robbery, and unlawfully appropriated the insured property.

1.2. Robbery

Robbery insurance event is constituted when in the course of appropriating insured properties the offender uses violence or threat to the life or health of the Insured or its employee, or poses such person into stunned or defenceless state, furthermore when the offender caught in the act would in the interest of keeping the appropriated insured property use violence or threat to the life or health of the insured.

1.3. Messenger robbery

Messenger robbery insurance event is constituted when the robbery as described in point 1.2 of this regulation is committed against the messenger(s) of the Insured on the route and during the time of the transportation.

As regards messenger robbery, the Insurer's liability will within the time scope of the contract start simultaneously with the handing over of the package to the messenger and will end simultaneously with its taking over at the destination.

A messenger can be the Insured him/herself or his/her assignee.

1.4. Vandalism

Vandalism loss event shall mean needless damaging of the properties or damaging of the properties by applying external forces in the course of attempted burglary, partial or full appropriation, causing of superficial injuries (graffiti).

For the purpose of this present regulation, appropriation in whatever manner of property items placed in shop windows and show cases does not qualify as insurance event.

2. INSURABLE PROPERTIES AND THE INSURANCE BENEFIT

Under this present supplementary insurance the Policyholder (Insured) could obtain insurance for properties in accordance with Chapter V of the General terms and conditions, provided that he/she obtains/obtained property insurance (basic insurance) for them.

Supplementary burglary and robbery insurance can be concluded for a relative sum insured, where the limit of indemnification will be determined as a percentage of the sum insured specified for the property groups or of the overall sum insured.

In the event of relative sum insured, the upper limit of indemnification for any single loss event will be the upper limit of indemnification chosen by the Policyholder, and the upper limit for a single year shall be the sum insured specified for the given property group. The Insurer will specify the premium in consideration of the sums insured of the given property groups and the annual upper limit of indemnification chosen.

Insurance with relative sum insured may not be concluded for cash and valuables.

If the sum insured specified in the insurance for each property group would be lower than the actual new value of the property items belonging to that property group, the insurance with relative sum insured will lead to under-insurance, and the Insurer will pay benefit according to the pro rata indemnification rules.

The conclusion of insurance at relative sum insured as well as the percentage figure (upper limit of indemnification) will be indicated in the proposal and in the policy.

The reimbursement obligation of the Insurer will be capped at the limits of indemnification corresponding to the burglary protection systems actually existing at the time of the loss event and inspected in the course of the loss adjustment, which are specified in Endorsement 1 of this Regulation (Endorsement ESZB-1).

The parties may agree on prescriptions in alteration of the protection systems and limit of indemnification specified in Endorsement 1 of this Regulation Endorsement (ESZB-1); in such event the prescription(s) shall be stated in the proposal and in the special Endorsement attached to the policy.

This insurance will without any specific agreement be extended to cash specified by its amount in the insurance contract, together with places of destination, transportation routes and times stated in the instruction of the Insured, in the event of messenger robbery committed against cash carriers (cash in transit, messenger robbery).

Within the agreed sums insured, the coverage under supplementary burglary and robbery insurance is without the payment of any additional premium extended to losses caused to the insured property by vandalism committed by third parties, including costs of cleaning graffiti; however, the amount of indemnification in respect of a single insurance event will not exceed 5% of the aggregate of the sums insured under burglary and robbery insurances, and at most HUF 1,000,000.

Following the occurrence of such event, the Insured is obliged to file a report to the police department, which should be submitted to the Insurer as the enclosure of the loss report. This insurance does not cover claims related to theft, partial theft, inventory shortage, terrorist action, obsolescence or wear and tear.

3. WAIVER OF THE INSURER

Exclusions

The Insurer will be exempted from its indemnification obligation in the following cases:

- a) the burglary loss was caused through penetration into a locked room where the actual protection level as at the date of loss did not reach at least the level of minimum mechanical, physical protection or other compulsory protection requirements were not met,
- b) the loss emerged in the form of inventory shortage,
- c) protection systems prescribed or approved by the Insurer did not operate or were not activated at the time of the loss, or appropriately assembled locks were not closed,
- d) the loss originates from penetration with a faked, lost or unlawfully appropriated (except for appropriation through robbery) or illicitly used key,
- e) after the end of the working hours, the Insured stored the keys of the entrance gates, the deposit box, safe or strong box not in the room and in the manner designated for their storage, and the perpetrator used such keys in the course of unlawful appropriation,
- f) the Insured omitted to close all locks mounted on the deposit box or safe,
- g) the Insured failed to observe the storage and transportation rules related to property items belonging to property group no. 1.

4. INSURANCE DEDUCTIBLE

In the absence of the specification of deductible in respect of burglary and robbery insurance, the deductibles specified for the basic insurance should be applied.

5. MISCELLANEOUS STIPULATIONS

Following the occurrence of an insurance event, a complaint should be filed to the competent police department immediately but latest with 48 hours from the discovery of the loss, and the Insurer should be notified with a copy of the same.

The qualification of the act should take into consideration the qualification specified in the authoritative resolution, which, however, must not be regarded as sole evidence. The resolution on the termination of the investigation or the court decision should be submitted to the Insurer for the payment of the claim.

After the insurance event an inventory should be taken, which, however, by itself does not evidence the amount of the loss incurred.

Endorsement ESZB-1

Endorsement to the Supplementary Burglary and Robbery Insurance

By virtue of the application of this present endorsement, the validity of the rest of the contract provision notwithstanding, the parties agree that the insurance benefit (upper limit of indemnification for any one event) will be capped at the limit specified in this present endorsement, corresponding to the burglary protection system that at the time of the occurrence of the loss event existed on the insured premise (loss site) and operated completely and impeccably. The level of the burglary protection system, its operability and its operation at the time of the loss may be inspected in the course of the loss survey by the Insurer or experts assigned by it.

The limit of indemnification will be specified on the basis of the protection level at the point of penetration. Different protection level at a point that is not related to the place of penetration does not influence the amount of indemnification.

Within the limits of indemnification specified in this present endorsement, the upper limit of indemnification in respect of appropriation of property items or other damage incurred by the properties remaining on the loss site in the course of burglary committed will be at most 50% of the total limit.

Protection category mark	Limit of indemnification at the insured site, in aggregate for appropriation and vandalism losses
I–II–III	sum insured
IV	HUF 100,000,000
V	HUF 40,000,000
VI	HUF 5,000,000
VII	HUF 1,000,000

NAME OF THE PROTECTION CATEGORIES

General requirements regarding the electronic signalling system, mechanical, physical protection, storage and transportation rules, as well as deposit boxes and safes are stated in the regulation attached to the insurance contract (*III Protection conditions, requirements and definitions concerning protection categories*).

Insurance for machinery, technical equipment, general personal belongings, household and office equipment, goods, stocks (except for property items listed in point “B”).

Protection category I

- comprehensive mechanical, physical protection,
- comprehensive electronic signalling system,
- regular and documented maintenance executed by craftspersons,
- system qualified by the Insurer,
- armed guards,
- direct, wireless connection with and/or automatic signalling to the police or other armed body, armed security service.

Protection category II:

- comprehensive mechanical, physical protection,
- comprehensive electronic signalling system,
- regular and documented maintenance executed by craftspersons, system qualified by the Insurer,
- permanent gatekeeper service around the clock (except for apartments),
- automatic signal transmission to the police or other armed body, armed security service.

Protection category III:

- comprehensive mechanical, physical protection,
- comprehensive electronic signalling system,
- regular and documented maintenance,
- system qualified by the Insurer.

Protection category IV:

- comprehensive mechanical, physical protection,
- partial electronic signalling system,
- system qualified by the Insurer.

Protection category V:

- comprehensive mechanical, physical protection, and
- minimal electronic signalling system.

Protection category VI:

- partial mechanical, physical protection.

Protection category VII:

- minimal mechanical, physical protection.

Protection categories VI and VII completed with minimal electronic signalling system that is connected to a remote security control service provider and has signal transferring function, will be ranked one category higher.

- B)** Cash, valuables, securities, objects containing precious metal and precious stone (except for personal belongings and decorative objects made of silver) could be insured up to the limit of indemnification corresponding to the protection category, if they are stored in a room protected by means mentioned under category VI, in a value storage qualified by MABISZ. In the case of value storage not qualified by MABISZ or protection category VII, the upper limit of indemnification shall be HUF 100,000.

III. Protection Conditions, Requirements and Definitions Concerning Protection Categories

ELECTRONIC PROTECTION

A) COMPREHENSIVE ELECTRONIC SIGNALLING SYSTEM

1. Components of a comprehensive electronic signalling system are the following scopes of protection:

- surface protection,
- space protection,
- object protection,
- person protection (attack signalling).

An electronic signalling system is comprehensive if all its components are comprehensive.

1.1. Comprehensive surface protection:

The electronic signalling system, when activated, watches all doors and windows, portals and all mechanically inappropriate walls, slabs and floors (strength is less than that of a 38 cm thick wall made of compact bricks), and signals any attempt to get through or in.

1.2. Comprehensive space protection:

The electronic signalling system, when activated, signals all sorts of movements of unauthorised humans in the spaces watched and in the surroundings of the objects, and ensures at least trap-like space protection on the approaching passages.

1.3. Comprehensive object protection:

The electronic signalling system, when activated, watches all objects to be protected; in the case of safes and vaults (etc.) watches also opening/closing and breaking through; in the case of safes detects drilling, too.

1.4. Comprehensive person protection:

The electronic signalling system continuously watches all persons to be protected and exposed to attacks.

2. Requirements concerning comprehensive electronic signalling system:

- the burglar alarm centre together with its power supply should form a unit and should be mounted within the protected/ watched space,
- the central unit panel should signalise on all protection circles separately activated/deactivated status (at least 4 immediate alarm) and a sabotage line,
- individual channels could not be directly switched on and off, a mode switch should be inserted if necessary,
- the zone statuses in the centres could not be set by unauthorised persons,
- the rack of the central unit and the additional power source could not be opened even by the operator, should be made of at least 1.5 mm thick mild steel – or material of equivalent strength characteristics – and be protected against sabotage,
- the system must be activated with an external code switch using a combination of at least 6 numbers or letters,
- the control circuit of the code-switching panel should be placed within the central unit if possible, but in any case within the watched/supervised area,
- any defect of any components should be signalled by the system to the operator, meanwhile the rest of the components should remain operable,
- signal-lines (sabotage lines) should be configured for the permanent watching and checking of the system, which could not be impacted even by the operator,
- the system could be put to operation only if it is fully operable and is in rest,
- when the control unit is activated, it should monitor all – alarming – signal lines, signal circuits, switching devices, and within 1 second from the receipt of any alert signal it should produce alarm,

- signals of the sabotage-lines – in deactivated state as well – must be indicated both optically and acoustically to the operator, and must be stored,
- assault signalling components must constantly be activated (around the clock), silent alarm should be generated with remote signalling,
- the system should signal (produce alarm on) any break in the sabotage-circuits and sabotage lines, or short circuit, or 20% change in the electric resistance of the loop,
- sabotage lines may be reconnected only by the manufacturer, repairer or maintainer of the signalling system,
- at least two independent outdoor acoustic and one optical signal generator should be installed,
- outdoor acoustic signal generators must be installed on different walls, one of them must have inbuilt battery,
- when alerted, the remote signalling system should check the accomplishment of the transfer of the signal, and in case any disturbance would be found, local voice-light signals should be generated; in the case of robbery, only light signal should be generated,
- outdoor signals should be installed at such distance from passages, objects, structures, buildings, roads, that they could not be reached without tools,
- outdoor sound signal must cease automatically in 1-3 minutes after the cessation of the triggering cause, or must be releasable manually by a competent operator or maintainer, and the system must get activated after the alarm automatically,
- external voice alarms should be mounted in sabotage-resistant double-walled mechanic protection made of 1.5 mm thick mild steel (or other material with the same strength characteristics), and produce alternating two-voice alarm signal at 100 decibel/m, they should have protection against or for deferring foam penetration,
- the optical signal generator must produce amber-yellow, flashing light at least with 200 lux/m intensity,
- power supply should be granted by two independent energy sources not interfering with each other: supply-main and battery,
- the electric network must operate permanently,
- in the case of any failure in the electric main, the battery should automatically be able to operate the whole system for 72 more hours without interruption and after that period should be able to produce one more alarm cycle,
- automatic recharging of the battery should be ensured,
- opening sensors should be mounted out of sight, mortised,
- wires outdoor and outside the protected area, not protected against sabotage should be laid within wall or in protective steel tubing.

B) PARTIAL ELECTRONIC SIGNALLING SYSTEM

1. An electric signalling system is partial if in active mode it does not ensure comprehensive space protection, object protection and person protection, but the surface protection is comprehensive and at least trap-like space protection is ensured. Space protection is trap-like if within the area to be protected at least the passages toward spaces/objects to be protected are watched by the signalling system.

Also, the electronic protection shall be deemed as partial if in the course of the risk survey it would be stated that although space protection, object protection and surface protection are electronically ensured, certain parts of the property to be protected are “in the shadow”. Shadow means that the efficient protection is not extended to the entirety of the area to be protected. (For instance, if the entrance of a bank is watched by TV-cameras but the door of the teller room cannot be seen on the screen. Thus the teller room could through the window be approached unnoted – thus the electronic signalling system is just partial.)

2. Requirements concerning partial electronic signalling system:
 - the burglar alarm centre together with its power supply should form a unit and should be mounted within the protected/ watched space,
 - the central unit panel should signalise on all protection circles separately activated/deactivated status (at least 3 immediate alarm) and a sabotage line,
 - individual channels could not be directly switched on and off (adjustment of the zone statuses in uncontrolled centres should not be set by unauthorised persons), a mode switch should be inserted if necessary,
 - the rack of the central unit and the additional power source could not be opened even by the operator, should be made of at least 1.5 mm thick mild steel – or material of equivalent strength characteristics – and be protected against sabotage,

- the control circuit of the code-switching panel should be placed within the central unit if possible, but in any case within the supervised area, the system must be activated with a code switch using a combination of at least 6 numbers or letters,
- any defect of any components should be signalled by the system to the operator, meanwhile the rest of the components should remain operable,
- for the permanent guarding and checking of the parts of a system located outside the protected area (sound signals, code switches, etc.), its centre, power supplies, and route tracking devices, signal lines (sabotage lines) should be configured that could be switched off jointly by the service and the operator,
- operability and alarm-free status of the system should be indicated on the control panel,
- when the control unit is activated, it should monitor all – alarming – signal lines, signal circuits, switching devices, and within 1 second from the receipt of any alert signal it should produce alarm,
- signals of the sabotage-lines – in deactivated state as well – must be indicated both optically and acoustically to the operator, and must be stored,
- the system should signal (produce alarm on) any break in the signal circuits and sabotage lines, or any short circuit, or 40% change in the electric resistance of the loop,
- at least two independent outdoor acoustic and one optical signal generator should be installed,
- outdoor acoustic signal generators must be installed on different walls or if it would be impossible, one of them must have inbuilt battery,
- outdoor signals should be installed at such distance from passages, objects, structures, buildings, roads, that they could not be reached without tools,
- outdoor sound signal must cease automatically in 1-3 minutes after cessation of the triggering cause, or must be releasable manually by a competent operator or maintainer, and the system must get activated after the alarm automatically,
- external voice alarms should be mounted in sabotage-resistant double-walled mechanic protection made of 1.5 mm thick mild steel (or other material with the same strength characteristics), and produce alternating two-voice alarm signal at 100 decibel/m,
- the optical signal generator must produce amber-yellow, flashing light at least with 200 lux/m intensity,
- power supply should be granted by two independent energy sources not interfering with each other: supply-main and battery,
- the electric network must operate permanently,
- in the case of any failure in the electric main, the battery should automatically be able to operate the whole system for 48 hours more without interruption and after that period should be able to produce one more alarm cycle,
- automatic recharging of the battery should be ensured,
- opening sensors should be mounted out of sight, mortised,
- wires outdoor and outside the protected area, not protected against sabotage should be laid within wall or in protective steel tubing.

C) MINIMAL ELECTRONIC SIGNALLING SYSTEM

1. An electric signalling system is minimal if in active mode it does not ensure space protection, object protection and person protection, and the surface protection watches only doors and windows under 2 meters, or trap-like protection is ensured.
2. Requirements concerning minimal electronic signalling system:
 - the burglar alarm centre together with its power supply should form a unit and should be mounted within the protected space,
 - protection circles switched on and off as well as the alarmed protection circles and the sabotage line must be identifiable,
 - the rack of the central unit could not be opened even by the operator, should be made of at least 1 mm thick mild steel – or material of equivalent strength characteristics – and be protected against sabotage when activated,
 - the rack of the key- or code-operated switch mounted outside must be made of at least 1.5 mm thick mild steel (or material of equivalent strength characteristics), and when it is activated, its dismantling or breaking should generate signal on the signal line (alarm),
 - defect of any of the components should be signalled by the system,
 - when the control unit is activated, it should monitor all signal lines, signal circuits, switching devices, and within 1 second from the receipt of any alert signal it should produce alarm,

- break of the signalling circuit(s) must be signalled by the system,
- outdoor sound signal must cease automatically in 1–3 minutes after cessation of the triggering cause, or must be releasable manually by a competent operator or maintainer, and the system must get activated after the alarm automatically,
- outdoor signals should be installed at such distance from passages, objects, structures, buildings, roads, that they could not be reached without tools,
- external voice alarms should be mounted in sabotage-resistant rack made of 1.5 mm thick mild steel (or other material with the same strength characteristics), and produce alternating two-voice alarm signal at 100 decibel/m,
- power supply should be granted by two independent energy sources not interfering with each other: supply-main and battery; if the system is battery operated, it should remain operative for at least 3 months,
- in the case of any failure in the electric main, the battery should automatically be able to operate the whole system for 24 more hours without interruption and after that period should be able to produce one more alarm cycle,
- automatic recharging of the battery should be ensured,
- wires outdoor and outside the protected area, not protected against sabotage should be laid within wall or in protective steel tubing.

MECHANICAL PROTECTION

A) COMPREHENSIVE MECHANICAL, PHYSICAL PROTECTION

1. Mechanical, physical protection is comprehensive if the room (to be) protected is enclosed from all sides by walls, slabs, floors, doors and windows with strength characteristics complying with the following requirements.
2. Requirements related to comprehensive mechanical, physical protection:
 - the entire surface of openings (windows, shop windows, portals, etc.) should be protected by gratings with a division up to 100x300 mm, made of round steel min. 12 mm in diameter (or other technical solutions with the same solidity not removable from the outside, e.g. qualified glass deferring / hindering penetration or a roll-down security grating), in the case of banks, financial institutes the diameter is at least 16 mm,
 - the structural material of doors and door frames must be metal, hardwood or any other structure that ensures equal resistance against any attack. In the case of soft-wood structures that are breakable along grain, the necessary resistance should be ensured with strengthening. If the window/doorframe is made of wood, the locking bolts should be received by fortified recesses fixed to the walls at least on 3 points,
 - window/doorframes must be fastened to the wall structure by 30 cm distances, by placing C 12 round steel 15 cm deep in brick wall or C 10 round steel 10 cm deep in concrete wall or by applying a solution producing the same solidity,
 - the door can be made of metal or wood structure. In the case of wood, its strength should be equal with that of a 40 mm thick solid hardwood. If a door made of metal structures contains metal grating, such grating should comply with the requirements of a 30 x 10 cm mesh made of bars with a diameter of C 12 mm or C 8 mm if the door wing is covered with wood or with metal,
 - cover plates of the door wings should be fixed so that from outside they could be demolished only by destruction. Door wings made of metal structure should be covered with not less than 1.2-2 mm thick steel plates,
 - the gap between the door wing and the doorframe could be maximum 2 mm at each side (or 5 mm in the case of hardwood structures). Warping of the door or the frame may not affect the safety of locking,
 - the doors should be fixed to the frame with at least 3 hinges or any individually designed revolving hinge ensuring the same strength. They also have to be protected against unhinging, break in or break out, in the case of double doors the fixed wing should be protected against forced pulling,
 - locks should have at least 4 deadbolts each at least 18 mm long. The lock and the cylinder should be protected against drilling and breaking down. Deadbolts at a distance of at least 30 cm from each other could be accepted as independent bolting points,
 - main and additional locks should comply with the safety lock criteria described hereunder,
 - glazed doors or windows are acceptable only if they are assembled with layered break-proof (at least B1) glass or material granting the same protection (e.g. polycarbonate, organic glass, foil covered qualified glass structure, etc.). Normal glazing can also be accepted if it is protected by an appropriately sized mesh that cannot be dismantled from outside,
 - gratings should be fixed to the walls with claws at each 300 mm (but at least at four points), such claws may not be thinner than the bars of the gratings, and the minimum depth of fixing may not be less than 150 mm in the case of 38

cm thick solid brick walls (or any other technical solution providing the same protection, which cannot be disassembled from outside),

- window/doorframes should be fixed to the walls with claws or any other method that prevents forced opening,
- only qualified mechanisms could be deemed as passive locks,
- the following should be deemed as safety locks: cylinder lock with minimum 5 pins, magnetic lock with minimum 6 rotors, locks with double-pin keys, combination (number or letter) locks where there are more than 10 000 combinations, or the appropriately qualified lamellar lock,
- locking must be at least bidirectional,
- in the case of mortise locks, the door wing around the lock must be of uniform strength,
- in the case of wooden frames the striking plates must be strengthened,
- doors (hinges, locks, etc.) must be protected against unhinging, breaking, unbolting; resistance of walls, slabs and roofs to breaking or demolition must be equal with that of a 38 cm thick compact brick wall.

Note:

Conventional padlocks that have not been classified by MABISZ are not deemed as safety locks. Safety glass foils are not accepted as replacement for gratings!

B) PARTIAL MECHANICAL, PHYSICAL PROTECTION

1. Mechanical, physical protection is partial if the room (to be) protected is enclosed from all sides by walls, slabs, floors, doors and windows with strength characteristics complying with the following requirements.
2. Requirements related to partial mechanical, physical protection:
 - the entire surface of openings (windows, shop windows, portals, etc.) less than 2 meters from the ground level should be protected by gratings with a division up to 100x300 mm, made of round steel min. 12 mm in diameter (or other technical solutions with the same solidity not removable from the outside, e.g. qualified glass deferring / hindering penetration or a roll-down security grating), in the case of banks, financial institutes the diameter is at least 16 mm,
 - in the case of financial institutes gratings must be made of round steel min. 16 mm in diameter or other material with the same solidity,
 - mobile gratings must be equipped with locks meeting the requirements specified for doors. Gratings should be protected against being torn from their rails, with a technical solution that could only be wrecked from outside. Protection of the roll-down (so-called) “detective gratings” should be protected against pushing up by indirect mechanism or some other solution,
 - gratings should be fixed to the walls with claws at each 300 mm (but at least at 4 points), such claws may not be thinner than the bars of the gratings, and the minimum depth of fixing may not be less than 150 mm in the case of 15 cm thick solid brick walls (or any other technical solution providing the same protection, which cannot be disassembled from outside),
 - window/doorframes should be fixed to the wall structures with claws or any other method that prevents forced opening,
 - door structures must be strengthened (achieving the strength of at least 25 mm solid hardwood structure), and be protected against unhinging, breaking and unbolting,
 - closing is ensured by 2 safety locks (at least 2 locking points are necessary, the distance between the locking points must be at least 300 mm) or by 1 safety lock in which case the lock should ensure several – at least 4 – locking points (the distance between any two locking points must be at least 300 mm),
 - lock mechanisms must in general comply with the safety requirements prescribed in the standards. The standard in question is MSZ EN 1303.
 - a lock can be a lamellar structure with a key with single or double bit. From security aspect it could be accepted if at least six lamellas move the deadbolt and the number of variations is at least 10 000. For the sake of increased security lamellas should be shaped as so-called “wolf teeth”. Locks with double-bit keys are deemed to be safer,
 - lock bolts should be protected against backward forcing. A force equal to 350 kN exerted straight against the closing direction of the deadbolt could not press the bolt backward,
 - bar-locks should ensure supplementary vertical or horizontal locking at two points. Bar-locks should comply with the following requirements:
 - the rigidity of the cross section of the bars should be either stronger or as strong as that of the safety locks,
 - the bars should penetrate into the recesses to at least 20 mm

- the recess elements should be fixed to the wall with at least 2 screws sized M 6x80 mm in a metal wall-plug, or other ways of mounting or mortising ensuring the same strength,
- the recess elements should either be mortised or fastened perpendicularly in order to resist to a dynamic force equalling 350 kN against the door-wing,
- the cylinder plug operating the lock mechanism must be protected against knocking in,
- the cylinder lock must be protected against breaking down with a structure that cannot be disassembled from outside,
- bar-locks should be protected so that a force equal to 350 kN exerted straight against the closing direction could not press them backward
- the assembled bar-lock structure should be so rigid that a force equal to 350 kN exerted against the door wing perpendicularly to the axis of the bar could not cause deformation that would eliminate closing,
- the following should be deemed as safety locks: cylinder lock with minimum 5 pins, magnetic lock with minimum 6 rotors, locks with double-pin keys, combination (number or letter) locks where there are more than 10 000 combinations, or the appropriately qualified lamellar lock,
- cylinder must comply with the requirements specified in DIN 18 252, ÖNORM B 5338, and prEN 1303,
- doors should be fixed to the frame with at least 3 hinges,
- the gap between the door wing and the doorframe could be maximum 5 mm,
- deadbolts (of doors) should deep in the recess by at least 20 mm,
- in the case of mortise locks, the door wing around the lock must be of uniform strength, the external thin side of the door should be strengthened with a metal plate,
- in the case of wooden frames, the striking plate must be strengthened,
- resistance of walls, slabs and roofs to breaking or demolition must be equal with that of a 15 cm thick compact brick wall,
- warping of the door or the frame may not affect the safety of locking.

Note:

Conventional padlocks that have not been classified by MABISZ are not deemed as safety locks. Safety glass foils are not accepted as replacement for gratings!

C) MINIMAL MECHANICAL, PHYSICAL PROTECTION

Mechanical, physical protection is minimal if the room (to be) protected is enclosed from all sides by walls, slabs, floors, doors and windows with strength characteristics complying with the following requirements:

- doors are protected against unbolting,
- doors are locked by cylinder lock with minimum 5 pins, magnetic lock with minimum 6 rotors, locks with double-pin keys, appropriately qualified lamellar lock, combination (number or letter) locks where there are more than 10 000 combinations, or rotor or magnet plug, safety padlock using a combination of 4 numbers/letters, or any lock that is of the same security category,
- resistance of walls, slabs and roofs to breaking or demolition must be equal with that of a 6 cm thick compact brick wall.

Locking mechanisms

- locking mechanisms should in general comply with the most demanding requirements prescribed in the standards. The standard in question is: MSZ EN 1303.
- in the case of mortise locks the recess should be protected against drilling. The drilling protection plate, if any, should be tempered steel in Class 60 HRC or other materials providing the same resistance,
- the lock can be a lamellar structure with a key with single or double bit. From security aspect it could be accepted if at least six lamellas move the deadbolt and the number of variations is at least 10 000. For the sake of increased security lamellas should be shaped as so-called “wolf teeth”. Locks with double-bit keys are deemed to be safer,
- in the case of locks operated with cylindrical structure, the anti-drilling protection of the recess should be ensured, in consideration of the above,
- lock bolts should be protected against backward forcing. A force equal to 350 kN exerted straight against the closing direction of the deadbolt could not press the bolt backward,
- bar-locks should ensure supplementary vertical or horizontal locking at two points. Bar-locks should comply with the following requirements:

- the rigidity of the cross section of the bars should be either stronger or as strong as that of the safety locks,
- the bars should penetrate into the recesses to at least 25 mm,
- the recess elements should be fixed to the wall with at least 2 screws sized M 6x80 mm in a metal wall-plug, or other ways of mounting or mortising ensuring the same strength,
- the recess elements should either be mortised or fastened perpendicularly in order to resist to a dynamic force equalling 700 kN against the door-wing,
- the locking mechanism should be protected against drilling for at least 3 minutes. This could be solved by using drilling-protected locking mechanism or drilling-proof shield,
- cylinder lock must be protected against breaking down with a structure that cannot be disassembled from outside,
- the cylinder plug operating the lock mechanism must be protected against knocking in,
- deadbolts should be protected so that a force equal to 350 kN exerted straight against the closing direction of the deadbolt could not press them backward,
- the assembled bar-lock structure should be so rigid that a force equal to 700 kN exerted against the door wing perpendicularly to the axis of the bar could not cause deformation that would eliminate closing

Cylinder lock plugs

- cylinder lock plugs must comply with the requirements specified in standard MSZ EN 1303,
- for comprehensive mechanical protection only lock plugs with at least 5 pins, or rotor or magnet plug are accepted where the number of combinations is more than 10000; resist for at least 3 minutes against drilling with a bit in hardness class HSS, are protected against scanning opening, and may not be opened by plug-pulling for at least 3 minutes,
- in accordance with the requirements related to safety doors in categories from I to III, locks and cylinder lock plugs should be so protected that either by themselves (by their design) or with the supplementary protections they could comply with the time norms prescribed for any attack
- the cylinder lock plug categories (from 1 to 5) stated by the standard determine the level at which the lock plug can resist attacks. Security elements specified by the requirements listed in classes 1 and 2 are not acceptable. Lock plugs in classes 3 and 4 can be deemed to be at “medium” security level, which grants reliable protection against attacks through drilling, breaking, plug pulling and manipulated opening. Products in class 5 comply with the most demanding requirements. Attributably to their design, in addition to the above attacks they can ensure protection against lock breaking. The investigation conducted by the insurer is based on the examination protocol issued by an accredited investigation institute on the destructive test executed on the ground of standard EN 1303; or in the absence of such protocol, it is based on the trial executed in accordance with the provisions stipulated in the standard, by an appointed expert.

RULES OF STORAGE OF PROPERTIES CATEGORISED IN PROPERTY GROUP NO. 1

Cash, securities, jewels, precious metal, precious and semiprecious stone or any property item valued in excess of HUF 500,000 which can be placed in a safe should be stored in accordance with at least the following requirements:

- a) sum insured under HUF 500,000:
 - in rooms serving for residential purposes: in any discretionary manner; in commercial spaces or workshops: in inbuilt and fastened lockbox,
 - Single-wall locker where the thickness of the wall-plates is less than 4.5 mm but is at least 2 mm. The locking mechanism ensures secure closing in one or three directions either directly or through ratchet. The key cannot be pulled out of the lock until it is open. The protection of the lock against drilling is ensured by tempered steel plate in Class 60 HRC. The locker should be mounted to structural elements of the building in such manner that it could resist 5,000 N expansive force (including the weight of the locker). In the case of wall safe, the thickness of the door wing and the frame should be taken into consideration. (A cylinder lock plug cannot be deemed as a lock used for valuable stores.)
- b) sum insured between HUF 500,000 and 1,000,000:
 - in rooms serving for residential purposes: up to HUF 500,000 in any discretionary manner, in excess of that in a fortified and fastened locker or in a safe (corresponding to the limit set by the sum insured) qualified by the insurer,
 - in other rooms: in a fortified and fastened locker or in a safe (corresponding to the limit set by the sum insured) qualified by the insurer,
 - single-wall locker where the thickness of the wall-plates is less than 6 mm but is at least 4.5 mm. The locking mechanism ensures secure closing in one or three directions either directly or through ratchet. The key cannot

be pulled out of the lock until it is open; in the case of electronic locking mechanism, the security class of the emergency opening key is identical with the security class of lock recommended by MABISZ. The protection of the lock against drilling is ensured by tempered steel plate in Class 60 HRC. The locker should be mounted to structural elements of the building in such manner that it could resist 5,000 N expansive force (including the weight of the locker). In the case of wall safe, the thickness of the door wing and the frame should be taken into consideration; fastening should be meant as fastening into normal concrete bed. (A cylinder lock plug cannot be deemed as a lock used for valuable stores.)

c) In excess of HUF 1,000,000 sum insured:

- in a safe corresponding to the value limit, qualified by the insurer (MABISZ), which should with the following sensors be connected to the electronic signalling system: opening sensor.
- Grade S1: (value limit HUF 1.5 million) Single-wall locker where the thickness of the wall-plates is less than 6 mm but is at least 4.5 mm. The locking mechanism of the valuable store, which is qualified according to standard EN 1300 as category A, ensures secure closing in one or three directions either directly or through ratchet. The key cannot be pulled out of the lock until it is open. In the case of electronic locking mechanism, the security class of the emergency opening key must be identical with the security class of lock recommended by MABISZ. The protection of the lock against drilling is ensured by tempered steel plate in Class 60 HRC. The cabinet should be mounted to structural elements of the building in such manner that it could resist 5,000 N expansive force (including the weight of the cabinet). In the case of wall safe, the thickness of the door wing and the frame should be taken into consideration; fastening should be meant as fastening into normal concrete bed. The destructive test of the cabinet should be executed according to the prescriptions of standard EN 14450. Resistance value should be at least 200 SU.
- Grade B: (HUF 2 million) Double-wall lockers, where the aggregate thickness of the external and internal wall-plates is at least 6 mm, the door-wing is made of at least 6 mm thick steel, and there is at least 30 mm distance between the two walls. The locking mechanism ensures secure closing in one or three directions either directly or through ratchet. In the case of electronic locking mechanism, the security class of the emergency opening key must be identical with the security class of the lock recommended by MABISZ. The protection of the lock against drilling is ensured by tempered steel plate in Class 60 HRC. The cabinet should be mounted to structural elements of the building in such manner that it could resist 5,000 N expansive force (including the weight of the cabinet). In the case of wall safe, the thickness of the door wing and the frame should be taken into consideration; fastening should be meant as fastening into normal concrete bed. (A cylinder lock plug cannot be deemed as a lock used for valuable stores.)
- Grade S2: (value limit HUF 2.5 million) Double-wall lockers, where the aggregate thickness of the external and internal wall-plates is at least 6 mm, the door-wing is made of at least 6 mm thick steel, and there is at least 30 mm distance between the two walls. The locking mechanism ensures secure closing in one or three directions either directly or through ratchet. In the case of electronic locking mechanism, the security class of the emergency opening key must be identical with the security class of the lock recommended by MABISZ. The protection of the lock against drilling is ensured by tempered steel plate in Class 60 HRC. The cabinet should be mounted to structural elements of the building in such manner that it could resist 5,000 N expansive force (including the weight of the cabinet). In the case of wall safe, the thickness of the door wing and the frame should be taken into consideration; fastening should be meant as fastening into normal concrete bed. The destructive test of the cabinet should be executed according to the prescriptions of standard EN 14450. Resistance value should be at least 400 SU.
- Grade C – EU 00: (value limit HUF 3 million) Single or double-wall lockers, where the aggregate thickness of the external and internal wall-plates is at least 8 mm, the door-wing is made of at least 8 mm thick steel, and there is at least 30 mm distance between the two walls. A condition of the obtainment of the MABISZ recommendation is the destructive test of a sample, based on standard MSZ EN 1143-1. The underwriting limit can be achieved if the test found 24 RU resistance value at total breakthrough and 15 RU at partial breakthrough. Between the two walls structural concrete fill or a sandwich structure made up of steel in class 60 HRC, or other sort of protection must be configured. The locking mechanism investigated ensures secure locking with ratchet, to one or three directions. The key cannot be pulled out of the lock until it is open. The protection of the lock against drilling is ensured by tempered steel plate in Class 60 HRC. The cabinet should be mounted to structural elements of the building in such manner that it could resist 5,000 N expansive force (including the weight of the cabinet). In the case of wall safe, the thickness of the door wing and the frame should be taken into consideration; fastening should be meant as fastening into fortified concrete bed. (A cylinder lock plug cannot be deemed as a lock used for valuable stores.)
- Grade D – EuroVdS N: (value limit HUF 5 million) Single or double-wall lockers. According to the CEN prescriptions, the result of the destructive test must at the weakest component of the cabinet be at least 30 RU (in the case of total breakthrough) and 24 RU at partial breakthrough. Experience data suggest that the aggregate thickness of steel wall plates is 4.5 mm, the thickness of the door is 8 to 12 mm. Between the two walls, structural concrete fill or a sandwich structure made up of steel in class 60 HRC, or other sort of protection must be configured. Distance between the two plates is 30 mm; the strength of the concrete must resist breakthrough. The locking mechanism ensures secure locking with ratchet, to one, three or four directions. The key cannot be pulled out of

the lock until it is open. The protection of the lock against drilling is ensured by tempered steel plate in Class 60 HRC. The lock must have “A” category EU qualification. The cabinet should be mounted to structural elements of the building in such manner that it could resist 5,000 N expansive force (including the weight of the cabinet). In the case of wall safe, the thickness of the door wing and the frame should be taken into consideration; fastening should be meant as fastening into fortified concrete bed. (A cylinder lock plug cannot be deemed as a lock used for valuable stores.)

- Grade E – EU I: (value limit 8 HUF million) Single-wall or double wall safes that in the destructive test conducted according to the CEN prescriptions demonstrated 30 RU resistance value in the course of partial penetration and 50 RU resistance value in the course of total penetration. The results of the investigation is based on the opinion made or protocol taken by a foreign investigation institute or on the expert opinion taken on the destructive test conducted in Hungary. The locking mechanism ensures secure locking with ratchet, to one, three or four directions. The key cannot be pulled out of the lock until it is open. The protection of the lock against drilling is ensured by tempered steel plate in Class 60 HRC. The lock must have “A” category EU qualification. The cabinet should be mounted to structural elements of the building in such manner that it could resist 10,000 N expansive force (including the weight of the cabinet). In the case of wall safe, the thickness of the door wing and the frame should be taken into consideration; fastening should be meant as fastening into fortified concrete bed.
- Grade G – EU II: (value limit HUF 20 million) Single-wall or double wall safes that in the destructive test conducted according to the CEN prescriptions demonstrated 50 RU resistance value in the course of partial penetration and 80 RU resistance value in the course of total penetration. The results of the investigation is based on the opinion made or protocol taken by a foreign investigation institute or on the expert opinion taken on the destructive test conducted in Hungary. 1 piece of locking mechanism ensures secure locking with ratchet, to one, three or four directions. The keys cannot be pulled out of the lock until it is open. The protection of the lock against drilling is ensured by tempered steel plate in Class 60 HRC. In the event of mechanic assault against the locking mechanism or the cabinet, the passive locking mechanism blocks the lock that could then be opened only with destruction (applied with great craftsmanship). The lock must have “A” category EU qualification. Fastening should be solved in such manner that it could resist 10,000 N expansive force (including the weight of the cabinet).
- Grade I – EU III (value limit HUF 70 million) Double wall safes that in the destructive test conducted according to the CEN prescriptions demonstrated 80 RU resistance value in the course of partial penetration and 120 RU resistance value in the course of total penetration. The results of the investigation is based on the opinion made or protocol taken by a foreign investigation institute or on the expert opinion taken on the destructive test conducted in Hungary. 1 piece of locking mechanism ensures secure locking with ratchet, to one, three or four directions. The keys cannot be pulled out of the lock until it is open. The protection of the lock against drilling is ensured by tempered steel plate in Class 60 HRC. In the event of mechanic assault against the locking mechanism or the cabinet, the passive locking mechanism blocks the lock that could then be opened only with destruction (applied with great craftsmanship). The lock must have “B” category EU qualification. Fastening should be solved in such manner that it could resist 10,000 N expansive force (including the weight of the cabinet).
- Grade K – EU IV: (value limit HUF 120 million) Double wall safes that in the destructive test conducted according to the CEN prescriptions demonstrated 120 RU resistance value in the course of partial penetration and 180 RU resistance value in the course of total penetration. The results of the investigation is based on the opinion made or protocol taken by a foreign investigation institute or on the expert opinion taken on the destructive test conducted in Hungary. 2 pieces of locking mechanisms ensure secure locking with ratchet, to one, three or four directions. The keys cannot be pulled out of the lock until it is open. The protection of the lock against drilling is ensured by tempered steel plate in Class 60 HRC. In the event of mechanic or thermic assault against the locking mechanism or the cabinet, the passive locking mechanism blocks the lock that could then be opened only with destruction (applied with great craftsmanship). The 2 locks must have “B” category EU qualification. Fastening should be solved in such manner that it could resist 10,000 N expansive force (including the weight of the cabinet).
- Grade M – EU V: (value limit HUF 300 million) Double wall safes that in the destructive test conducted according to the CEN prescriptions demonstrated 180 RU resistance value in the course of partial penetration and 270 RU resistance value in the course of total penetration. The results of the investigation is based on the opinion made or protocol taken by a foreign investigation institute or on the expert opinion taken on the destructive test conducted in Hungary. 2 pieces of locking mechanisms ensure secure locking with ratchet, to one, three or four directions. The keys cannot be pulled out of the lock until it is open. The protection of the lock against drilling is ensured by tempered steel plate in Class 60 HRC. In the event of mechanic or thermic assault against the locking mechanism or the cabinet, the passive locking mechanism blocks the lock that could then be opened only with destruction (applied with great craftsmanship). The 2 locks must have “B” category EU qualification. Fastening should be solved in such manner that it could resist 10,000 N expansive force (including the weight of the cabinet).
- Grade N – EU VI: (value limit HUF 500 million) Double wall safes that in the destructive test conducted according to the CEN prescriptions demonstrated 270 RU resistance value in the course of partial penetration and 400 RU resistance value in the course of total penetration. The results of the investigation is based on the opinion made or protocol taken by a foreign investigation institute or on the expert opinion taken on the destructive test conducted in Hungary. 2 pieces of locking mechanisms ensure secure locking with ratchet, to one, three or four directions.

The keys cannot be pulled out of the lock until it is open. The protection of the lock against drilling is ensured by tempered steel plate in Class at least 60 HRC. In the event of mechanic and thermic assault against the locking mechanism or the cabinet, the passive locking mechanism blocks the lock that could then be opened only with destruction (applied with great craftsmanship). The 2 locks must have "C" category EU qualification (Qualified EU VI or VdmA E 10 class). Fastening should be solved in such manner that it could resist 10,000 N expansive force (including the weight of the cabinet).

- Grade O – EU VII, EU VI KB: (value limit HUF 800 million) Double wall safes that in the destructive test conducted according to the CEN prescriptions demonstrated 400 RU resistance value in the course of partial penetration and 600 RU resistance value in the course of total penetration. The results of the investigation is based on the opinion made or protocol taken by a foreign investigation institute or on the expert opinion taken on the destructive test conducted in Hungary. 2 pieces of locking mechanisms ensure secure locking with ratchet, to one, three or four directions. The keys cannot be pulled out of the lock until it is open. The protection of the lock against drilling is ensured by tempered steel plate in Class at least 60 HRC. In the event of mechanic and thermic assault against the locking mechanism or the cabinet, the passive locking mechanism blocks the lock that could then be opened only with destruction (applied with great craftsmanship). The 2 locks must have "C" category EU qualification (Qualified EU VII or VdmA E 20 class). Fastening should be solved in such manner that it could resist 10,000 N expansive force (including the weight of the cabinet).

Prescriptions concerning the rules of transportation of property items included in property group no. 1 are stipulated in the MABISZ regulation.

REQUIREMENTS CONCERNING CASH CABINETS AND SAFES

The Mabisz qualification is of governing force; in their absence the following requirements must be met:

- **Fire resistant cash cabinet**

This is a structure with double walls made of steel plates thicker than 1 mm, with at least 50 mm distance between walls filled with heat insulation material.

Pivoted door, similarly double-walled, closes airtight, it is supplied with push lock and a special lamellar lock with at least five lamellas.

- **Safe**

This is a structure manufactured with continuous welding, with double walls made of steel plates at least 4 mm thick, the gap between walls is at least 70 mm and must be filled with B-200 pea gravel concrete or with another material demonstrating identical strength and heat conducting features, tensile strength is min. 420 N/m².

Gap between the door and the frame is max. 0.5 mm. Pivots are inside the structure, claws beside pivots deep into the cabinet wall after closing. The door is locked with 2 bars on the bottom and 2 bars on the top of the opening edge of the door, the diameter of the bars must be at least three-times the square of the thickness of the plates of the cabinet.

Bars are secured with push lock, a lamellar main lock with at least 7 lamellas and an identical counter lock or auxiliary lock. If the cabinet does not comply with the above requirements, it shall be deemed to be a fireproof cash cabinet.

- **Recessed strong box**

An iron box that with its welded claws is embedded in at least 0.4 cubic meter of high quality concrete, or is fastened in other manner meeting the same quality requirements.

- **Vault**

Room constructed with 25 to 40 thick walls made of densely barred reinforced concrete, supplied with a special safe door with 3-4 locking mechanisms and 10-12 latches.

GLOSSARY

Mortise lock

A locking mechanism recessed into the door wing, which remarkably decreases the mechanic resistance of the door.

Digital locking cylinder

This is an electro-mechanical locking device that can check the active and untroubled status of the system and when it is activated signalises troubled status with the blocking the possibility of locking.

Fastening of a value storage cabinet

It should be fastened to a structural element with a metal wall plug sufficiently to resist 8000 kN pulling force.

Fastening of a wall safe

It should be fastened to a structural element, embedded on all sides in at least 15 cm thick B 280 concrete.

Watched space

Room for permanent, 24-hour stay of humans, where a staff entitled and apt for taking actions can be found.

Route monitoring

Entry monitoring service provided by an electronic signalling system, which allows for access to switches mounted within the internal space only in *entrance gate – itinerary – control panel* sequence, any other sequence will generate alarm.

Protective circuit

The entirety of sensors belonging to a channel of the electronic signalling centre.

Protected zone

A sub-system generally made up of several protection circuits, which from the aspect of the user forms one single unit and thus enables independent operation.

Closing depth

The length of the latch deepened into the striking plate in the event of complete closure.

IV. Supplementary Glass 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 this regulation reimburse losses that were caused by the events and losses listed hereunder to the insured property, within the insurance period and on the insured site.

The Insurer grants coverage to losses caused directly by the insurance events, and will not reimburse consequential losses.

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

The legal relationship between the parties will be subjected to the provisions stated in the proposal and the policy, the General as well as the Special terms and conditions, and in Ptk.

A condition of the conclusion of this present supplementary insurance is that the Insured already has a valid property insurance or concludes it concurrently. Simultaneously with the termination of the basic insurance for whatever reason, the supplementary insurance will terminate without any special measure.

1. INSURANCE EVENTS

The Insurer will reimburse those losses that were caused by breakage or cracking to the glazing of buildings, offices, commercial shop network, industrial premises or workshop network of the Insured.

2. INSURABLE PROPERTIES

2.1. *Basic coverage*

Under this present regulation, the Policyholder (Insured) could insure those property items (glazing) that are covered by the basic property insurance (basic insurance).

2.2. *Supplementary coverage*

Under a special agreement, the glass surfaces of buildings, rooms not owned by the Insured (rented, occupied) can be insured. The limit of indemnification under the supplementary coverage shall be stated in the proposal and the policy.

3. GLASS INSURANCE COVERS THE FOLLOWING:

- structurally inbuilt glazing – not qualifying as supporting structure – of the insured building or structure or of the site insured under the relevant supplementary coverage,
- glazing of the doors and windows of the insured building or structure,
- internal glass elements (counter, glass cabinet, mirror, etc.),
- sign boards made of glass,
- glass foils.

4. NON-INSURABLE ITEMS:

- glass roofing, glass walls, glass houses and hot beds,
- glass pavers, chandeliers, decorative glass items, fluorescent tubes and light bulbs,
- glazing of buildings in the process of construction or renovation,
- glass surfaces or glazing that were already broken, cracked or lengthened.

5. SUM INSURED

The sum insured shall be the limit amount determined by the Insured, which will be the basis of premium calculation.

6. INSURANCE BENEFIT

- 6.1. The insurance benefit shall be the amount of the loss net of the deductible, which may not exceed the upper limit determined by the Insured, which was stated in the contract (policy).
- 6.2. Losses not covered by the insurance

Exclusions

The indemnification obligation of the Insurer will not be extended to the following:

- a) losses that appeared on the surface or in the decoration of glasses, arising from scratching and cracking (conchoidal fracture),
- b) losses damaging the frame (mounting) of the insured glass,
- c) consequential losses due to breakage of glass.

7. INSURANCE DEDUCTIBLE

The amount of the absolute deductible is stated in the proposal and the policy.

V. Regulation of the Supplementary Insurance Against Business Interruption in Consequence of Fire

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 this supplementary regulation reimburse losses that insurance events listed hereunder occurring on the insured site caused within the insurance period to the own assets of the Insured, in the form of business interruption losses.

Any issues not regulated in these terms and conditions shall be governed by the provisions stipulated in the General terms and conditions and in the Ptk.

A condition of the conclusion of this present supplementary insurance is that the Insured already has a valid property insurance or concludes it concurrently. Simultaneously with the termination of the basic insurance for whatever reason, the supplementary insurance will terminate without any special declaration or measure.

1. INSURANCE EVENT

Insurance event under this insurance against business interruption shall be the forced suspension of business (industrial, commercial, service provider activity), if the cause of such suspension would from among the basic insurance events specified in the basis insurance cover be fire, explosion or lightning.

Under this present regulation business interruption loss shall mean all costs incurred in consequence of business interruption caused by fire, explosion or lightning insurance events determined in the property insurance, which should be borne by the Insured during the business interruption period and which could have been earned by the Insured had the business interruption not occurred, furthermore the amount of the expected profit that was lost.

The indemnification obligation of the Insurer regarding business interruption losses will raise only in that case if it is obliged to pay reimbursement under the property insurance.

2. LOSSES NOT COVERED BY THE INSURANCE (EXCLUSIONS)

2.1. The Insurer will not reimburse:

- a) losses and deficits due to business interruption if the amount of the loss caused by the peril determined in the basic insurance would be less than the deductible determined for the basic insurance,
- b) losses that were incurred due to the suspension of the business for other reasons (e.g. renovation, reconstruction, seasonal halt, etc.); however, the Insurer also in such cases will reimburse business interruption losses for the period by which the normal business interruption was lengthened in consequence of the occurrence of fire, explosion or lightning events covered by the basic insurance.
- c) business interruption losses that occurred in consequence of the destruction, loss of or damage to cash, saving books, securities, deeds, business books or other documents;
- d) losses that occurred due to operation under irregular conditions due to direct or indirect consequence of trials, intentional overloading and other experiments,
- e) unavoidable business interruption losses occurring in consequence of other causes (e.g.: interruption in the public utility services, full or partial halt of the production attributable to economic reasons or external circumstances).

2.2. The Insurer's indemnification obligation will not cover the period by which the duration of the business interruption increased due the following reasons:

- a) prohibition or restriction of the construction or reconstruction activity by virtue of an authoritative order,
- b) partial or total shortfall or delayed availability of financial coverage (credit) necessary for the production or repurchase of lost or damaged property items,
- c) unjustified delay in the reinstatement or repurchase activity.

2.3. In the absence of any alternative agreement, the Insurer will reimburse the business interruption loss for the duration of the actual business interruption and for at most 12 months (indemnification period) from the occurrence of the loss event. The insurance will not cover those business interruption losses that were incurred during that period or under that sum which were specified by the parties in the insurance contract (deductible).

- 2.4. The Insurer will reduce the amount of the total business interruption loss by the amount of the deductible, and will pay such reduced amount as indemnification.

3. BUSINESS PROFIT AND COSTS

The Insurer will grant coverage up to the sums insured specified in the schedule of the insurance contract:

- for the business profit (profit reduced by the value added tax and by various non-normative subsidies) lost due to the interruption of the business. The sums insured in respect of the lost business profit should be determined in consideration of the actual figure(s) of the preceding year(s) and actual changes. Its basis will be the after-tax profit recognised for the preceding year;
- personal basic wages payable to the employees during the business interruption period and public levies charged on them. The relevant sum insured should be determined in consideration of the total wages paid to the employees, wage-like benefits recognised as costs and the amount of contributions paid during the previous calendar year, furthermore the expected development of the headcount and the wages.
- except for materials and material type costs, all costs that should be borne by the Insurer during the business interruption period (general expenses and undistributed costs).

For instance:

- regular and statutory payments that should be made during the business interruption, too, and there is no lawful possibility for cancellation. This includes direct taxes (except for the value added tax), obligatory insurance premiums, dues and interests.
- other permanent expenses that are regularly incurred despite the suspension of the activities and should be paid by the economic organisation on the basis of a contract concluded before the occurrence of the cause triggering business interruption. This includes the reimbursement of rents, subscription, usage fees and voluntary insurance premium, as well as overhead expenses not related to the reinstatement (e.g. energy costs, office expenses, telephone fees, vehicle operation, maintenance costs, etc.).
- Depreciation in accordance with the accounting act.

Sums insured for business profit and costs will be specified by the Insured separately for each group of losses/deficits. Sums insured specified for each group of losses will be inspected by the Insurer in the course of loss adjustment. Any excess sum insured in one group will not cover any shortage of the sum insured in another group.

Sums insured may at any time be reduced; however, the increase of the sum insured is conditional upon the Insurer's consent. In the event of the reduction of the sum insured, the modified sum insured shall be valid from the day of its reporting; in the event of increase, the modified sum insured will be valid from the day when the Insurer sent its declaration of approval.

The Insurer may modify the insurance premium in proportion with the change in the sums insured.

The following belong to non-insurable costs:

- a) costs of raw materials, consumables, fuels and goods purchased that could be used after the business interruption or that are unnecessary for the maintenance of the plant,
- b) value added tax, excise tax,
- c) transportation expenses if they do not belong to continuous contractual payment obligations,
- d) that part of the insurance premiums, license and patent fees, which vary with the turnover,
- e) profits and costs that are not bound to production, trade or any industrial activity, for instance profit earned on capital investment, speculative and real estate trading.
- f) Liquidated damages, fines, punitive interest, costs of litigation or any compensation obligation due to non-delivery of services.

4. DURATION OF THE BUSINESS INTERRUPTION, UNDER-INSURANCE

For loss adjustment purposes, the business interruption period starts on the day of the stoppage due to a property loss and ends at the time when the forced suspension of the business activity ceases but latest at the expiry of the insurance period or the termination of the insurance.

If the time proportional part of the sums insured specified for business profit and for costs would be lower than the business interruption loss actually incurred in the identical group, the Insurer will reimburse losses in such proportion as is borne by the time proportional part of the sum insured to the amount of the actual loss.

5. SCOPE OF INDEMNIFICATION

The Insurer will reimburse the Insured for the actually expected and expectable business profit that in consequence of the business interruption was lost during the business interruption period and for its business expenses (permanent expenses).

Depreciation of only those fixed assets should be reimbursed that belong to the insured plant and are directly impacted by the business interruption but not damaged physically, fully depreciated fixed assets.

For the period of the business interruption, the Insurer will reimburse wages payable only of those employees who were employed already before the occurrence of the loss event. The basis of the calculation of the amount of indemnification to be determined as the wages of employees will be the document serving for the accounting of the social insurance contribution payment obligation and/or the sheet certifying the payment of the contributions.

The basis of the calculation of the interests payable shall be the loan contract concluded with financial institutes or other financial organisations, which should be presented for the Insurer. The proportion of the indemnification will be modified in consideration of the justified duration and scope of the business interruption.

The ground of the reimbursement of payment obligations based on legal rules or contracts shall be the presentation of receipts and payment certificates. If the payment certification deed certifies payment obligations not only for the period of the business interruption, the loss should be reimbursed in such proportion as is borne by the payment obligation due for the business interruption period to the certified duration, and for the share of the enterprise concerned.

6. AUDIT OBLIGATIONS

The Insured is obliged to manage its business books in accordance with the valid accounting regulations, to ensure verifiability of expenditures broken down by cost headings, and store inventories and balance sheets for the preceding five years at a safe place.

Following a loss, the Insured shall be obliged to furnish the Insurer with all documents necessary for the statement of the amount of indemnification, and with its business books. The Insurer will be entitled to acquire information from credit institutes or any authority to clarify the business position of the Insured.

7. PREMIUM ACCOUNTING

After the expiry of the insurance period, the Insured (Policyholder) is obliged to give all actual data necessary for the determination of the sum insured, within one month from the receipt of the relevant request from the Insurer.

Following the receipt of the data, the Insurer will calculate the final premium. Should the premium so calculated exceed the sum insured calculated in advance, the premium difference will be due within 30 days from the receipt of the premium calculation prepared by the Insurer.

8. OBLIGATIONS OF THE INSURED FOLLOWING A LOSS

In the event of a business interruption loss, the Insured will be obliged:

- to report the loss event to the Insurer,
- to take all possible measures in order to mitigate the business interruption loss and to observe the instruction given by the Insurer in this respect,
- to enable that the Insurer or its representative could conduct investigation regarding the cause and the volume of the loss,
- to provide all information relative to the above, in writing, if requested,
- to ensure the inspection of business books, inventories, balance sheets, other documents, as well as architectural, mechanical engineering, technological and fire safety documents.

By virtue of its cooperation obligation, the Insured will be obliged to exempt credit institutes, other organisations and authorities from their secrecy obligation. Within the frames of the insurance act, the Insurer is burdened with secrecy obligation regarding the data so learned.

VI. Special Regulation of the Electric Equipment and Appliance 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 the provisions stipulated in this regulation reimburse losses that were caused by the events to the insured property, within the insurance period in the territory of Hungary.

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

1. INSURANCE EVENT

For the purpose of this present contract, insurance event shall mean all unexpected, unforeseeable and accidental losses incurred within the territorial limits of this insurance by the insured electric and electronic appliances listed together with their respective values in the proposal and the policy, provided that under this present supplementary insurance regulation such losses are not excluded from the insurance coverage. The extent of the reimbursement is specified in this present regulation.

2. LOSSES NOT COVERED BY THE INSURANCE (EXCLUSIONS)

The Insurer will not reimburse the following:

- deductible specified in the contract, which should in respect of any loss event be borne by the Insured and which will be deducted from the amount of indemnification,
- losses or damages caused by a defect or deficiency that has been in existence already at the conclusion of the contract, and which was or would have been known by the prudent Insured or its representative,
- losses or damages caused by the unlawful deliberate action or gross negligence of the Insured or its representative or member or a person assigned with the preservation of the property item,
- consequences of war, invasion, acts of foreign enemies, warlike activity or hostility (irrespective whether war be declared or not), civil war, insurrection, revolution, riot, strike, lock-out, civil commotion, military or usurped power, deliberate actions of malicious or spiteful persons who are related to political organisations or act on their behalf, or conspiracy,
- seizure, confiscation for military purpose, requisition or destruction or loss of whatever nature, which was caused by a de jure or de facto government or any authority;
- natural wear and tear (depreciation or aging even if premature), also permanent chemical, thermic or mechanic impacts, such as corrosion, scale or other crust, or the consequences of permanent weather impacts,
- damages and losses due to deficient material or manufacturing,
- scratching or notch of a surface or similar damages,
- aesthetic defects and damages,
- losses that can be recovered from other sources (guarantee, warranty, compensation, other contract),
- any sort consequences of nuclear reaction, nuclear radiation, radioactive contamination;
- losses due to restrictions regarding reconstruction or operation, or expropriation ordered by authorities;
- losses due to insufficient capital: if the capital necessary for the repair or replacement of the damaged or disrupted equipment is not available in timely manner;
- losses incurred by equipment or parts that are not included in the list of insured sites and equipment, even if insured properties included in the list would incur ensuing damage;
- any sort of consequential losses or liability losses, including those stemming from business interruption – caused to third parties.

3. BURGLARY, ROBBERY

The Insurer will reimburse losses incurred in the form of shortage only in that case if the Insured can prove that such shortage was related to:

- burglary committed on the site, or
- robbery committed in the territory of the site.

The reimbursement obligation of the Insurer will be capped at the limits of indemnification corresponding to the burglary protection systems actually existing at the time of the loss event and inspected in the course of the loss adjustment, which are specified in Endorsement 1 of the Regulation of the Supplementary Burglary Insurance (Endorsement ESZB-1).

The parties may agree on prescriptions in alteration of the protection systems and limit of indemnification specified in Endorsement 1 of this Regulation Endorsement (ESZB-1); in such event the prescription(s) and limit(s) shall be stated in the proposal and in the special Endorsement attached to the policy.

Under a specific agreement, this insurance coverage can be extended to theft, burglary or robbery committed outside the premises.

For the purpose of this regulation burglary insurance event should be constituted when the perpetrator commits theft

- a) by way of unlawfully penetrating into a locked room to be found on the insured site, which encompasses the insured property,
- b) leaving outward signs of injury behind,
- c) applying violence against property,
- d) using a tool other than the key of the room or a tool not dedicated to the opening of the given lock,
- e) or using the key of the room acquired by way of robbery qualifying as such pursuant to this present regulation, and unlawfully appropriated the insured property therefrom.

For the purpose of this present regulation, robbery insurance event is constituted when in the course of appropriating insured properties the offender uses violence or threat to the life or health of the Insured or its employee, or poses such person into stunned or defenceless state, furthermore when the offender caught in the act would in the interest of keeping the appropriated insured property use violence or threat to the life or health of the insured.

4. INSURED PROPERTIES

The insurance contract can be concluded for the properties mentioned hereunder that were at the time of the contract conclusion included in the detailed list (name, type, serial number) together with their respective values. The liability of the Insurer will up to the respective value limits cover exclusively those properties that are shown in the list forming inseparable part of the contract, which was handed over at the contract conclusion or modification:

Own properties

- a) information technology appliances,
- b) office automation appliances,
- c) telecommunication, communication and other information transmission systems,
- d) acoustic and image processing appliances and equipment, and their systems (image recording and displaying equipment, studios, voice recording and playing equipment, scenic equipment, electric and electronic musical instruments, orchestral equipment, etc.),
- e) electronically controlled machines (slot, vending, teller machines and balances, etc.) excluding the cash in the machine,
- f) medical instruments, examining equipment (radiology equipment, surgical theatre appliances, dentistry instruments, diagnostic instruments, etc.),
- g) other electric and electronic appliances itemised in the proposal and the policy.

Properties discussed above that were rented, borrowed, leased or taken over for testing, with the indication of the proprietary title and the owner of the property, provided that the Insured can be held liable for them.

Non-insurable properties:

- a) films, raster, foils, textile and plastic coating,
- b) drum coating and similar materials not qualifying as spare parts,
- c) data, programs, user software products, intellectual products produced or stored digitally.

Under this regulation machines and equipment owned by the Insured or by third parties, which are listed one-by-one in the proposal or the policy together with their respective sums insured, in a manner that enables their identification are insured.

VII. Regulation of the Supplementary Insurance Against Machinery Breakdown

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 the provisions stipulated in this regulation reimburse losses that were caused by the events to the insured property, within the insurance period in the territory of Hungary.

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

A condition of the conclusion of this present supplementary insurance is that the Insured already has a valid property insurance or concludes it concurrently. Simultaneously with the termination of the basic insurance for whatever reason, the supplementary insurance will terminate without any special measure.

1. INSURED PROPERTIES

- 1.1. Properties owned by the insured, on the basis of the provisions stipulated in the General property insurance regulation:
 - a) machines
 - b) machinery,
 - c) instruments,
 - d) means of transportation and telecommunication,
 - e) from among *office or administrative equipment and fittings*: the machines (hereinafter machines and equipment),
 - f) from among vehicles with registration plates, those which operate as heavy machinery as well as the heavy machinery.
- 1.2. Machines, machinery and instruments rented, borrowed, leased or taken over for testing, with the indication of the proprietary title and the owner of the property, provided that the Insured can be held liable for them.
- 1.3. The following cannot be insured under machinery breakdown insurance
 - a) computers and other IT appliances, if they are insurable under VI. Special regulation of the electric equipment and appliance insurance,
 - b) aircrafts, personal cars and vans,
 - c) machines that are in fact withdrawn from production (operation) due to technical depreciation or obsolescence.
- 1.4. Under this regulation machines and equipment owned by the Insured or by third parties, which are listed one-by-one in the proposal or the policy together with their respective sums insured, in a manner that enables their identification are insured.

2. INSURANCE EVENTS

2.1. Machinery breakdown

Machinery breakdown shall mean incidental, unexpected, unforeseeable breakage of machines, machinery, which results in their partial or total inoperability.

2.2. Machinery accident

Damage caused to machines or machinery by incidental external force, accident, entailing mechanical injury, which results in their partial or total inoperability.

2.3. Machinery breakdown and machinery accident insurance covers:

- machines commissioned, irrespective whether actually in operation or idled,
- machines in the process of disassembly, assembly or moving for repair, maintenance or relocation.

- 2.4. Machinery breakdown or machinery accident insurance event will be constituted if the cause of the loss is:
- a) deficient material,
 - b) deficient design or manufacturing,
 - c) self-resonance, disengagement of parts,
 - d) deficient setting or regulation,
 - e) deficient placement or installation,
 - f) in the case of automatic or self-lubricating system: shortage of lubrication
 - g) overload,
 - h) overheating (except for equipment regularly exposed to heat and flames)
 - i) over-gyration (impact of centrifugal forces),
 - j) short circuit, deficient insulation,
 - k) defect of any measuring, regulating, controlling and safety devices,
 - l) carelessness or professional mistake of the worker operating the machine,
 - m) extra-contractual loss caused to the Insured's employee or a third party,
 - n) other incidental, unexpected accidental loss caused by an external mechanic impact.

3. LOSSES NOT COVERED BY THE INSURANCE (EXCLUSIONS)

- 3.1. his insurance does not cover loss events that occurred in the course of
- a) the pilot operation of the machine,
 - b) illicit, deliberate or grossly negligent overloading of the machine,
 - c) transportation of the machine outside the insured premises.
- 3.2. Insurance event will not be constituted if the cause of the loss was:
- a) a loss event that can be recovered under the liability insurance of the wrongdoer,
 - b) a loss event that can be recovered under the complex property insurance,
 - c) natural wear and tear of the machine or its component,
 - d) slow and gradual depreciation of the machine (corrosion, abrasion, scratching of surfaces, scaling, contamination),
 - e) slow deformation, breakage, cracking, laminar fracture, deficient pipe connection, repair or replacement of seals,
 - f) radioactive contamination.
- 2.4. The Insurer will not reimburse the following
- a) losses incurred by frequently replaced parts, spray nozzle, fire resistant coatings, protective grids, cogwheels, driving belts, driving chains, belts and rolling elements of conveyor belts, rubber tyres, connection cables and hoses, seals, screens, sieves and packaging materials,
 - b) losses that the Insured was aware of prior to the conclusion of the insurance contract,
 - c) losses stemming from business interruption in consequence of machinery breakdown,
 - d) liquidated damages, fines, etc.,
 - e) consequential losses.

VIII. Supplementary Insurance Against Business Interruption in Consequence of Machinery Breakdown

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 this supplementary regulation reimburse (business interruption) losses that insurance events listed hereunder occurring on the insured site caused within the insurance period to the own assets of the Insured, in the form of business interruption losses.

Any issues not regulated in these terms and conditions shall be governed by the provisions stipulated in the General terms and conditions and in the Ptk.

A condition of the conclusion of this present supplementary insurance is that the Insured already has a valid property insurance and machinery breakdown insurance or concludes them concurrently. Simultaneously with the termination of the basic insurance or the machinery breakdown insurance for whatever reason, the supplementary insurance will terminate without any special declaration or measure.

1. INSURANCE EVENT

Insurance event under this insurance against business interruption shall be the forced suspension of business (industrial, commercial, service provider activity), if the cause of such suspension would be the occurrence of an insurance event stipulated as such in the Supplementary machinery breakdown insurance (machinery breakdown or machinery accident)

Under this present regulation business interruption loss shall mean all costs incurred in consequence of business interruption caused by machinery breakdown insurance events, which should be borne by the Insured during the business interruption period and which could have been earned by the Insured had the business interruption not occurred, furthermore the amount of the expected profit that was lost.

The indemnification obligation of the Insurer regarding business interruption losses will raise in consequence of the issues specified above only in that case if it is obliged to pay reimbursement under the machinery breakdown insurance.

2. LOSSES NOT COVERED BY THE INSURANCE (EXCLUSIONS)

2.1. The Insurer will not reimburse:

- a) losses and deficits due to business interruption if the amount of the loss caused by the peril determined in the basic insurance would be less than the deductible determined for the basic insurance,
- b) losses that were incurred due to the suspension of the business for other reasons (e.g. renovation, reconstruction, seasonal halt, etc.); however, the Insurer also in such cases will reimburse business interruption losses for the period by which the normal business interruption was lengthened in consequence of the occurrence of machinery breakdown covered by the basic insurance.
- c) business interruption losses that occurred in consequence of the destruction, loss of or damage to cash, saving books, securities, deeds, business books or other documents;
- d) losses that occurred due to operation under irregular conditions due to direct or indirect consequence of trials, intentional overloading and other experiments;
- e) unavoidable business interruption losses occurring in consequence of other causes (e.g.: interruption in the public utility services, full or partial halt of the production attributable to economic reasons or external circumstances).

2.2. The Insurer's indemnification obligation will not cover the period by which the duration of the business interruption increased due the following reasons:

- a) prohibition or restriction of the construction or reconstruction activity by virtue of an authoritative order,
- b) partial or total shortfall or delayed availability of financial coverage (credit) necessary for the production or repurchase of lost or damaged property items,
- c) unjustified delay in the reinstatement or repurchase activity.

2.3. In the absence of any alternative agreement, the Insurer will reimburse the business interruption loss for the duration of the actual business interruption and for at most 12 months (indemnification period) from the occurrence of the loss event. The insurance will not cover those business interruption losses that were incurred during that period or under that sum which were specified by the parties in the insurance contract (deductible).

- 2.4. The Insurer will reduce the amount of the total business interruption loss by the amount of the deductible, and will pay such reduced amount as indemnification.

3. BUSINESS PROFIT AND COSTS

The Insurer will grant coverage up to the sums insured specified in the schedule of the insurance contract:

- for the business profit (profit reduced by the value added tax and by various non-normative subsidies) lost due to the interruption of the business. The sums insured in respect of the lost business profit should be determined in consideration of the actual figure(s) of the preceding year(s) and actual changes. Its basis will be the after-tax profit recognised for the preceding year;
- personal basic wages payable to the employees during the business interruption period and public levies charged on them. The relevant sum insured should be determined in consideration of the total wages paid to the employees, wage-like benefits recognised as costs and the amount of contributions paid during the previous calendar year, furthermore the expected development of the headcount and the wages.
- except for materials and material type costs, all costs that should be borne by the Insurer during the business interruption period (general expenses and undistributed costs).

For instance:

- regular and statutory payments that should be made during the business interruption, too, and there is no lawful possibility for cancellation. This includes direct taxes (except for the value added tax), obligatory insurance premiums, dues and interests.
- other permanent expenses that are regularly incurred despite the suspension of the activities and should be paid by the economic organisation on the basis of a contract concluded before the occurrence of the cause triggering business interruption. This includes the reimbursement of rents, subscription, usage fees and voluntary insurance premium, as well as overhead expenses not related to the reinstatement (e.g. energy costs, office expenses, telephone fees, vehicle operation, maintenance costs, etc.).
- Depreciation in accordance with the accounting act.

Sums insured for business profit and costs will be specified by the Insured separately for each group of losses/deficits. Sums insured specified for each group of losses will be inspected by the Insurer in the course of loss adjustment. Any excess sum insured in one group will not cover any shortage of the sum insured in another group.

Sums insured may at any time be reduced; however, the increase of the sum insured is conditional upon the Insurer's consent. In the event of the reduction of the sum insured, the modified sum insured shall be valid from the day of its reporting; in the event of increase, the modified sum insured will be valid from the day when the Insurer sent its declaration of approval.

The Insurer may modify the insurance premium in proportion with the change in the sums insured.

The following belong to non-insurable costs:

- a) costs of raw materials, consumables, fuels and goods purchased that could be used after the business interruption or that are unnecessary for the maintenance of the plant,
- b) value added tax, excise tax,
- c) transportation expenses if they do not belong to continuous contractual payment obligations,
- d) that part of the insurance premiums, license and patent fees, which vary with the turnover,
- e) profits and costs that are not bound to production, trade or any industrial activity, for instance profit earned on capital investment, speculative and real estate trading.
- f) Liquidated damages, fines, punitive interest, costs of litigation or any compensation obligation due to non-delivery of services.

4. DURATION OF THE BUSINESS INTERRUPTION, UNDER-INSURANCE

For loss adjustment purposes, the business interruption period starts on the day of the stoppage due to a property loss and ends at the time when the forced suspension of the business activity ceases but latest at the expiry of the insurance period or the termination of the insurance.

If the time proportional part of the sums insured specified for business profit and for costs would be lower than the business interruption loss actually incurred in the identical group, the Insurer will reimburse losses in such proportion as is borne by the time proportional part of the sum insured to the amount of the actual loss.

5. SCOPE OF INDEMNIFICATION

The Insurer will reimburse the Insured for the actually expected and expectable business profit that in consequence of the business interruption was lost during the business interruption period and for its business expenses (permanent expenses). Depreciation of only those fixed assets should be reimbursed that belong to the insured plant and are directly impacted by the business interruption but not damaged physically, fully depreciated fixed assets.

For the period of the business interruption, the Insurer will reimburse wages payable only of those employees who were employed already before the occurrence of the loss event. The basis of the calculation of the amount of indemnification to be determined as the wages of employees will be the document serving for the accounting of the social insurance contribution payment obligation and/or the sheet certifying the payment of the contributions.

The basis of the calculation of the interests payable shall be the loan contract concluded with financial institutes or other financial organisations, which should be presented for the Insurer. The proportion of the indemnification will be modified in consideration of the justified duration and scope of the business interruption.

The ground of the reimbursement of payment obligations based on legal rules or contracts shall be the presentation of receipts and payment certificates. If the payment certification deed certifies payment obligations not only for the period of the business interruption, the loss should be reimbursed in such proportion as is borne by the payment obligation due for the business interruption period to the certified duration, and for the share of the enterprise concerned.

6. AUDIT OBLIGATIONS

The Insured is obliged to manage its business books in accordance with the valid accounting regulations, to ensure verifiability of expenditures broken down by cost headings, and store inventories and balance sheets for the preceding five years at a safe place.

Following a loss, the Insured shall be obliged to furnish the Insurer with all documents necessary for the statement of the amount of indemnification, and with its business books. The Insurer will be entitled to acquire information from credit institutes or any authority to clarify the business position of the Insured.

7. PREMIUM ACCOUNTING

After the expiry of the insurance period, the Insured (Policyholder) is obliged to give all actual data necessary for the determination of the sum insured, within one month from the receipt of the relevant request from the Insurer.

Following the receipt of the data, the Insurer will calculate the final premium. Should the premium so calculated exceed the sum insured calculated in advance, the premium difference will be due within 30 days from the receipt of the premium calculation prepared by the Insurer.

8. OBLIGATIONS OF THE INSURED FOLLOWING A LOSS

8.1. In the event of a business interruption loss, the Insured will be obliged:

- a) to report the loss event to the Insurer within 24 hours,
- b) to take all possible measures in order to mitigate the business interruption loss and to observe the instruction given by the Insurer in this respect,
- c) to enable that the Insurer or its representative could conduct investigation regarding the cause and the volume of the loss,
- d) to provide all information relative to the above, in writing, if requested,
- e) to ensure the inspection of business books, inventories, balance sheets, other documents, as well as architectural, mechanical engineering, technological and fire safety documents.

8.2. By virtue of its cooperation obligation, the Insured will be obliged to exempt credit institutes, other organisations and authorities from their secrecy obligation. Within the frames of the insurance act, the Insurer is burdened with secrecy obligation regarding the data so learned.