

Terms and conditions of the group insurance against cost of vehicle standstill – Vehicle Standstill Insurance for heavy goods vehicles

**TERMS AND CONDITIONS OF THE VEHICLE STANDSTILL COST INSURANCE
REFERENCE NUMBER OH015**

Information contained in the GTC	Entry number in the GTC
1. Grounds for the payment of compensation and other benefits or the buyout value of insurance.	§ 3 sec. 2,4,7,11 § 4 § 7 § 9 § 10 § 11 § 12 § 14 § 15
2. Limitations and exclusions of the liability of the insurance company entitling it to refuse to pay compensation and other benefits or to reduce them	§ 5 § 8 sec. 5 § 9 sec. 3 § 12 sec. 3 § 14 sec. 3 § 15

§ 1

Insurance Company

1. Pursuant to the present Terms and Conditions of Vehicle Standstill Cost Insurance, **reference number OH015** (hereinafter: GTC), the Insurance Company, being Helvetia Global Solutions Ltd, registered in the Principality of Liechtenstein under the number FL-0002.191.766-9, based in Aeulestrasse 60, FL-9490 Vaduz, authorized to operate in Hungary under the EEA (European Economic Area) free trade agreement, concludes insurance contracts with the Policyholders.

2. WAGAS S.A. is authorized, on the basis of a power of attorney granted by the Insurance Company, to perform the provisions contained in the GTC on behalf of and for the benefit of the Insurance Company.

§ 2

Contract for someone else's account

1. On the basis of the GTC, pursuant to relevant provisions of Civil Code, the insurance contract may be concluded for the account of third party which has the legal title to the Vehicle (insurance contract on someone else's behalf).

2. In the case of concluding an insurance contract for the benefit of someone else, the Insurance Company may raise a charge affecting the liability of the Insurance Company also against the Insured.

3. The Policyholder, in the insurance contract for the benefit of someone else, is obliged to inform the Insured about the content of the concluded contract and provide the Insured with the GTC.

4. The Insured may request directly from the Insurance Company information on the provisions of the insurance contract concluded for his / her account and information on the provisions of the GTC, provided that they affect his / her rights or obligations.

§ 3

Definitions

For the purposes of the GTC:

a) **Claim Handling Centre** means the WAGAS S.A. with headquarters in Warsaw (01-793) at Rydygiera 15 Street;

b) **Driver** means any person authorized by the Vehicle Owner to use the Vehicle, authorized to drive the Vehicle in accordance with

applicable law and performing the obligations imposed on the Insured / Policyholder under these Terms and the insurance contract, whose actions and omissions The Parties consider the actions and omissions of the Insured / Policyholder;

c) **Vehicle** means a heavy goods vehicle of Volvo Trucks or Renault Trucks make (including truck tractor), with a permissible total weight of over 3,5 tons and up to 44 tons, admitted to traffic on the basis of road traffic regulations in the territory of the Republic of Hungary, marked with Hungarian registration numbers and listed in the insurance document;

d) **Damage** means the material loss consisting of necessity to cover the costs of the Vehicle's standstill at the Repair Shop during its repair related to Insured Event, which incurred in the Vehicle (property damage), the return of which is required by the Insurance Company in accordance with the GTC;

e) **Policyholder** means a natural person, legal person or organizational unit other than a legal person, who concludes the insurance contract with the Insurance Company and undertakes to pay the insurance premium;

f) **Insured** means a natural person, legal person or organizational unit that is not a legal person, to whom the Insurance Company provides insurance coverage;

g) **Repair Shop** means a service and repair point with its seat in the geographical territory of Europe; including ASC, i.e. authorized service and repair centre of Volvo Trucks and Renault Trucks make with its seat in the geographical territory of Europe;

h) **Age of the Vehicle** means the period from the date of the first registration of the Vehicle in the year of its production to the date of registering the vehicle for insurance, if the date of the first registration is unknown or the first registration takes place after the year of production, the age of the Vehicle is counted from December 31 of the production year;

i) **Vehicle Owner** means owner of the Vehicle or user under a leasing contract concluded with the financing party (vehicle owner) or the vehicle holder, under a long-term rental contract concluded with the vehicle owner;

j) **Insurance Company** means Helvetia Global Solutions Ltd, an Insurance Company subject to financial supervision in Liechtenstein, i.e.

FMA (Financial Market Authority), indicated in the insurance document, assuming the risk under the Vehicle Standstill Cost Insurance concluded on the basis of the GTC;

k) **Insured Event** means an event as a result of which it is not possible to further operate the Vehicle without repairing it in a Repair Shop, including:

- breakdown, understood as any defective or improper functioning of the Vehicle, which prevents driving, excluding the need to replenish consumables and wear and tear resulting from the normal operation of the Vehicle, current and periodic maintenance, delivery and installation of accessories, and lack of resources necessary to operate the vehicle, and
- an accident, understood as an event resulting from a road collision, the Vehicle hitting external objects, hitting the Vehicle by external objects, actions of third parties, flooding, drowning, explosion, lightning, flood, fire, hurricane or hail.

§ 4 **What do we insure?**

1. The subject of insurance is Damages resulting from Insured Events, occurring in the geographical territory of Europe.
2. Subject to the provisions of § 5 of the GTC, the insurance may cover Vehicles which age, on the date of concluding insurance contract does not exceed 10 years (120 months).
3. The Insurance Company is obliged to cover the costs resulting from the Damages only if the repair time of the insured vehicle, in accordance with the standards of the Repair Workshop, is longer than 24 hours counted from the acceptance of the Vehicle to the Repair Workshop and issuing the repair order.

§ 5 **Exclusions from liability**

1. The insurance cover does not cover Damages to Vehicles:
 - a) used or previously used as taxis, courier vehicles, driving school vehicles, bank cars, in competitions, in races, in pace making cars, in rallies, off-road tourism, for short-term rental (rent a car type);
 - b) used in the police, fire brigades, ambulance services, rescue services and for military purposes;
 - c) misused;
 - d) in which the speedometer or odometer readings on the day of the damage occurrence cannot be considered accurate because, as a result of the deliberate actions of the Vehicle Owner, they have been disturbed, altered, disconnected or removed from the Vehicle;
 - e) unfit or unregistered to travel on the roads;
2. The insurance cover does not cover Damages:
 - a) caused intentionally or as a result of gross negligence, or due to failure to exercise due diligence by the Insured, the Vehicle Owner or the Driver;
 - b) other than those resulting from the Insured Event;
 - c) resulting from non-compliance by the Insured, the owner of the vehicle or the Driver with the recommendations of the Vehicle manufacturer, as well as damage resulting from negligence in carrying out periodic inspections of the Vehicle in accordance with the provisions of the Insurance Terms and Conditions contained in § 10;
 - d) for which compensation has been paid under other insurance, including insurance that provides the Insured with cover of the costs of renting a replacement vehicle or for which the Insured has been provided with a replacement vehicle;
 - e) resulting from exceeding the maximum permissible axle load and / or trailer load of the Vehicle with a total mass greater than that permitted by the manufacturer;
 - f) caused directly or indirectly as a result of acts of terror, military operations, riots or revolutions;
 - g) indirect damage, including in particular loss of profits or pure financial losses (not resulting from material damage);
 - h) resulting from:
 - 1) ionizing radiation or radiation contamination from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 - 2) the use of any type of weapon or device using atomic or nuclear fission and / or fusion or other similar reaction, force, radioactive matter;
 - 3) radioactive, toxic, explosive or other hazardous substances or contaminating the properties of any radioactive substance. This

exemption does not cover radioactive isotopes other than nuclear fuel when such isotopes are prepared, transported, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;

- 4) the use of any chemical, biological, biochemical or electromagnetic weapon;
 - 5) fire (flame) arising directly or indirectly from the nuclear reaction of nuclear radiation or radioactive contamination;
 - i) resulting from breakdowns caused by wear and tear of the Vehicle or its part as a result of normal vehicle operation;
 - j) immobilizing the Vehicle due to a discharged battery or batteries;
 - k) caused by the use of improper fuel.
3. The scope of insurance also does not include:
- a) Damage in the event that the repair of the Vehicle has not been completed;
 - b) Damage in the event that the repair of the Vehicle took place outside the Repair Shop;
 - c) Damage for which the Vehicle repair time has not been specified,
 - d) Vehicle standstill costs resulting from waiting for its collection after the end of the Vehicle repair period,
 - e) costs of vehicle tests and diagnostics related to determining the scope of the Damage,
 - f) any additional indirect losses resulting from the Insured Event (including contractual penalties) and the inability to use Vehicle;
 - g) activities related to the operation of the Vehicle, such as:
 - 1) periodic inspections as well as control, diagnostic and measurement activities, including those described in par. 10 sec. 1 point a,
 - 2) regulations, tunings;
 - 3) cleaning and servicing of any units, including the braking, fuel, lubrication and cooling systems.

§ 6 **Conclusion of an insurance contract**

1. The conclusion of the insurance contract is confirmed by the insurance document.
2. The Insurance Company provides insurance cover on the terms specified in the insurance document and in GTC, including changes mutually agreed between the Policyholder and the Insurance Company.
5. Any changes must be made in writing under pain of nullity.

§ 7 **Sum insured**

1. The sum insured specified in the insurance contract is EUR 85 for each day of the Vehicle standstill and a maximum of EUR 2 550 for all the Damages during the insurance period, while the total length of standstill for a given Damage may not exceed 30 days and for all Damages in a given calendar year may not exceed 30 days.
2. The sum insured is the upper limit of liability for all Damages incurred during the insurance period.
3. The sum insured is each time reduced by the amount of the paid compensation until it is completely exhausted, when the insurance contract expires.

§ 8 **Insurance premium**

1. The Insurance Company is entitled to a premium for concluding an insurance contract.
2. The premium is determined for the duration of the liability of the Insurance Company, based on the premium rate applicable on the date of conclusion of the contract.
3. The insurance premium is payable on a one-off basis on the day of concluding the insurance contract or after its conclusion, but not later than on the date specified in the insurance document.
4. The Policyholder is obliged to pay the premium.
5. In the event of failure to pay the premium on time, the Insurance Company will call the Policyholder for payment within an additional period of 14 days from the date of receipt of the request by the Policyholder. In the event of ineffective expiry of the additional deadline, the Insurance Company may terminate the insurance contract with immediate effect and demand payment of the premium for the period during which it was liable. If the insurance contract is not terminated, it expires at the end of the period for which the unpaid premium was due.

6. If the insurance contract expires before the end of the period for which it was concluded, the Policyholder is entitled to a refund of the premium for the period of unused insurance coverage.

7. The premium for the unused insurance period may be refunded after delivery to WAGAS S.A. the application for the reimbursement of the premium together with the attaching of relevant documentation proving the existence of premises allowing for the consideration of the application for the reimbursement of the premium.

8. WAGAS S.A. will consider the request for a premium refund within 14 working days.

§ 9 Insurance period

1. The period of insurance coverage begins on the date indicated in the insurance document as the beginning of the period of coverage.

2. The period of insurance coverage lasts from 12 to 60 months (multiple of 12 months) from the date specified in the insurance contract in accordance with section 1 above.

3. The insurance contract expires:

- a) at the end of the last day of the insurance period, unless the insurance relationship has expired before that date for other reasons;
- b) after the sum insured is exhausted as a result of the realization of claims under the insurance contract;
- c) on the day of loss of the Vehicle as a result of total loss, theft or auction of the Vehicle as a result of seizure in the course of enforcement proceedings;
- d) on the day of the sale of the Vehicle, if the rights and obligations under the insurance contract have not been transferred to the new buyer;
- e) on the date of cancellation of the insurance contract by the Policyholder.

§ 10 Responsibilities of the Policyholder, the Insured

1. The Policyholder, the Insured, the Vehicle Owner or the Driver are obliged to:

- a) perform periodic inspections of the Vehicle in a Repair Shop, in accordance with the recommendations of the Vehicle manufacturer, with a tolerance of +/- 14 days and / or +/- 1,000 kilometers - in relation to Vehicles for which the Policyholder or the Insured has a service or warranty book (or another document specifying the schedule and scope of inspections recommended by the Vehicle manufacturer);
 - b) performing an engine oil change with an oil filter in Repair Workshops as well as checking and, if necessary, refilling oil in the drive and steering system in accordance with the Vehicle manufacturer's recommendations - for Vehicles for which there is no service or warranty book (or other document specifying the schedule and scope of inspections recommended by the Vehicle manufacturer);
 - c) storing and presenting, at the request of the Insurance Company, documents confirming the timely performance of inspections;
 - d) immediately report to the Repair Shop any significant symptoms of a malfunctioning of the Vehicle and follow the recommendations of the Repair Shop;
 - e) immediate stop of the Vehicle and proceeding in accordance with the recommendations of the Repair Workshop in the event of any faults or irregularities signaling by any warning, signaling or control and measuring device, precluding the vehicle from further use in accordance with the manufacturer's instructions;
2. Acceptable evidence of the correct performance of the inspection referred to above are, in particular, VAT invoices or their photocopies confirming the date and scope of the activities performed, or a service book or photocopies of its relevant pages or a printout of the online inspection.
3. In the event of loss of the above documents, the obligation to prove the timely performance of periodic inspections rests with the Insured, the Vehicle Owner, or the Driver.

§ 11 Transfer of rights under the insurance contract

1. In the case of the sale of the insured Vehicle, the rights and obligations under the insurance contract may be transferred to the new owner with the consent of the Insurance Company.

2. The consent of the Insurance Company is confirmed by issuing an annex to the insurance contract.

3. Transfer of rights and obligations under the insurance contract is not possible if the insured Vehicle has been sold to a car dealer.

§ 12 How to behave in the event occurrence of Insured Event?

1. In the event of an occurrence of Insured Event, the Insured, Vehicle Owner or the Driver are obliged to use the means available to them to prevent the Damage from occurring or from increasing the damage to the Vehicle.

2. The Insured, the Vehicle Owner or the Driver are obliged to report the Damage to the Claims Authorization Center within 60 working days from the date of its occurrence.

3. If the Insured, the Vehicle Owner or the Driver violates the obligations set out in sec. 1 of this section or § 10, intentionally or as a result of gross negligence, the Insurance Company shall be free from liability for Damages resulting from this.

§ 13 How to report a damage?

3. In the event of a Damage, the Insured is obliged to report it to the Claims Authorization Center by delivering:

- a) a completed claim form (available for download on the website www.wagas.eu);
- b) a document confirming the date and time of commencement of the repair and the date and time of completion of the repair;
- c) a document confirming the scope of the repair, number of hours dedicated to the repair and confirmation that the Vehicle is immobilized.

2. The documents referred to above should be submitted by e-mail to the following address: claims.hu@wagas.eu or by traditional mail to the following address: **WAGAS S.A., ul. Rydygiera 15, 01-793 Warsaw**. Any information on claims handling can be obtained by calling: +36 30 231 85 78.

3. Upon receipt of the claim, the Claims Authorization Center will provide the Insured with an authorization, partial authorization or refusal of authorization specifying the scope, amount or reason for rejecting the claim.

4. The Insured is obliged to provide the Claims Authorization Center with the bank account number to which the Insurance Company will pay for the Claim.

§ 14 Determining the amount of compensation

1. The amount of compensation is determined on the basis of the time the Vehicle is repaired at the Repair Shop, with the provision that the amount of compensation may not be higher than the sum insured.

2. When determining the extent of the Damage, no direct or indirect costs are taken into account, apart from the cost of the benefit for the Vehicle downtime.

§ 15 Whom and when the compensation is paid?

1. The payment of compensation is made to the Insured (or to the entity authorized by the Insured), after prior verification of the Damage, on the basis of a document specifying the period of repair of the Vehicle.

2. Compensation is payable in EUR.

3. The Insurance Company has the right to verify the invoices, bills or documents submitted by the Insured and to consult experts in relation to these documents.

4. The Insurance Company is obliged to pay compensation within 30 days from the date of notification of the Damage.

5. Should it prove impossible to clarify the circumstances necessary to determine the liability of the Insurance Company or the amount of compensation within the above-mentioned period, the Insurance Company is obliged to pay the compensation within 14 days from the date on which it was possible to clarify these circumstances with due diligence. However, the undisputed part of the compensation should be paid by the Insurance Company within 30 days from the date of notification of the Damage.

§ 16 Insurance recourse

1. On the day the indemnity is paid, the claim against the person responsible for the Claim shall be transferred to the Insurance Company, up to the amount of the paid indemnity.
2. The claim referred to in sec. 1 above, shall not be transferred to the Insurance Company, if the perpetrator of the Damage is a director or officer of the Policyholder, the Insured, the Vehicle Owner or is the Driver, unless the Damage was caused intentionally by that person.
3. The Insured, Policyholder, Vehicle Owner or Driver are obliged to secure the possibility of pursuing claims for compensation against persons responsible for the Damage.
4. If the Insured waives his / her rights in relation to third parties on account of Damages without the consent of the Insurance Company, the Insurance Company shall not be liable for claims covered by the waiver declaration, to the extent resulting from this declaration.

§ 17

Submission of notifications and statements

1. All notifications and declarations addressed to the Insurance Company should be submitted through WAGAS S.A., in writing, against a receipt, or sent to WAGAS S.A. by registered mail, subject to the provisions of § 13 of these terms and conditions.
2. The Policyholder or the Insured are obliged to inform the Insurance Company via WAGAS S.A. whenever you change your address

§ 18

Governing Law and Dispute Resolution

1. In matters not regulated in the insurance contract or in the GTC, the provisions of the Hungarian law shall apply.
2. The body supervising the activities of Insurance Company in Liechtenstein is the Financial Market Authority (FMA), and in Hungary the National Bank of Hungary (MNB)).
3. Any disputes arising in connection with the insurance contract are subject to Hungarian law.
4. An action for a claim under the insurance contract may be brought in accordance with the provisions of general jurisdiction or before the court competent for the place of residence or registered office of the Policyholder, the Insured, the heir of the Insured, the beneficiary under the insurance contract or the heir of the beneficiary under the insurance contract.

§ 21

Information on the processing of personal data and on the related rights

1. The administrator of personal data is the Insurance Company.
2. The purpose of personal data processing is:
 - a) conclusion and performance of an insurance contract,
 - b) creating and presenting the full product offer of the Insurance Company,
 - c) performing statistical analyzes and research by the Insurance Company.
3. The processing of personal data is based on the following legal grounds:
 - a) Art. 6 sec. 1 point b) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter: GDPR) as necessary for the performance of the insurance contract;
 - b) art. 6 sec. 1 point c) of the GDPR as necessary to fulfill legal obligations incumbent on the Insurance Company, i.e. insurance risk assessment according to the legislation in force regarding insurance distribution;
 - c) pursuant to art. 6 sec. 1 point f) of the GDPR as necessary for the purposes of the legitimate interests pursued by the Insurance Company, which should be understood as:
 - i. internal administrative purposes of the Insurance Company,
 - ii. defense of the rights and legitimate interests of the Insurance Company in court and out-of-court proceedings;
 - iii. marketing and sales goals related to product development and preparation of offers for customers.

According to the legislation in force on insurance distribution, failure to provide personal data will prevent the conclusion and performance of the insurance contract.

4. The Insurance Company may transfer personal data to third parties indicated below with whom the Insurance Company has concluded a cooperation agreement for the proper performance of the insurance contract ("Data Processor"), as long as it is necessary for its performance. The Insurance Company transfers personal data to the following Data Processors:
 - a) representing Insurance Company - WAGAS S.A. based in Warsaw, running the Claims Authorization Center for and on behalf of the Insurance Company;
 - b) insurance intermediaries and reinsurance companies;
 - c) service network cooperating with the Insurance Company.
 In addition, in order to achieve the goals of the insurance contract and fulfill the obligations imposed by law, the Insurance Company may disclose personal data to courts as well as other authorities and public institutions.

5. Personal data will be processed for the duration of the insurance contract, and then until the claims under the insurance contract expire or the obligation to store personal data resulting from legal provisions expires, in particular the obligation to store accounting documents (bills, invoices) regarding the insurance contract or legally justified interests of the Insurance Company.

6. The rights of the Policyholders and the Insured in connection with the protection of personal data include:
 - a) requesting access to personal data, i.e. to obtain information related to the processing of your personal data and a copy of such personal data;
 - b) rectification of personal data, i.e. if personal data are inaccurate or incomplete, the possibility of requesting appropriate changes to their personal data;
 - c) deletion of personal data ("right to be forgotten"), if there are circumstances provided for by law; in this case, the Insurance Company is obliged to delete such personal data without undue delay, subject to paragraph 5 above
 - d) limiting the processing of personal data for specific purposes, with the exception of data processed on the basis of valid legitimate grounds for processing, overriding the interests, rights and freedoms of the data subject, and subject to paragraph 5 above
 - e) transfer of personal data, i.e. to receive personal data from the Insurance Institution, in a structured, commonly used, machine-readable format and sending these data to another data administrator;
 - f) objection - for reasons related to the particular situation of the Policyholder or the Insured; then, the Insurance Company may be obliged to stop processing such personal data, subject to paragraph 5 above
 - g) filing a complaint to the competent supervisory authority (i.e. to the President of the Personal Data Protection Office).
7. If you have any questions regarding the processing of personal data, please contact the Insurance Company via WAGAS S.A., ul. Rydygiera 15, 01-793 Warsaw, tel. +36 800 21 384 or at personaldata@wagas.eu.

§ 20

Final Provisions

1. The Terms and Conditions of the Insurance shall come into force on 19.01.2023.
2. The headings are provided for ease of reference only and for convenience, and do not affect the interpretation of the contract.