

## **SPECIAL CONDITIONS FOR THE LIABILITY INSURANCE OF SCHOOLS**

Any issues not regulated in these terms and conditions – **qualifying as customer information, too** – will be governed by the General terms and conditions of liability insurances also qualifying as customer information.

### **1. Scope of insureds:**

**Under these liability insurance terms and conditions, the following will qualify as Insured:**

- a) vocational schools qualifying as such under Act CLXXXVII of 2011 on vocational training,**
- b) public education institutes qualifying as such under Act CXC of 2011 on national public education,**
- c) academic education institutions qualifying as such under Act CCIV of 2011 on academic education,**
- d) institutions engaged in adult education specified in point c) of paragraph (1) of Article 1 of Act LXXVII of 2013,**
- e) under Act CLXXVII of 2011 and Act CCIV of 2011 those undertakings engaged in vocational training, which in the frames of compulsory vocational and practical training employ learners or other persons in pupil or student legal relationship, who are engaged in other educations,**
- f) learners in vocational schools under Act CLXXXVII of 2011 on vocational training,**
- g) learners of the Insured mentioned in point 1. b) herein,**
- h) students of the Insured mentioned in point 1. c) herein,**
- i) learners of the Insured mentioned in point 1. d) herein,**

### **2. Insurance event**

**2.1. In accordance with the provisions stipulated in a liability insurance contract concluded on the basis of these terms and conditions, the Insurer will up to the extent specified in these terms and conditions exempt the Insured mentioned in points 1.a) to e) from the reimbursement of claims for compensation stemming from personal injuries or property losses caused to their pupils/students or by their pupils/students to third parties, for which the Insured in its capacity described in point 1 above is under the rules of the Hungarian civil law liable to pay compensation.**

**2.2. In accordance with the provisions stipulated in a liability insurance contract concluded on the basis of these terms and conditions, the Insurer will up to the extent specified in these terms and conditions exempt the Insureds mentioned in points 1.f) to i) from the reimbursement of claims for compensation stemming from personal injuries or property losses, for which the Insureds can be held liable by the Insured mentioned in point 1 e) herein under student labour contract corresponding to paragraph (3) of Article 70 of Act CLXXXVII of 2011 or Article 56 of Act CCIV of 2011.**

### **3. Exclusions**

**3.1 In addition to the exclusions specified in the General terms and conditions of liability insurance, this insurance does not cover the following:**

- a) compensation obligations stemming from missing, losing or appropriation of things,**
- b) compensation claims stemming from any occupational disease,**
- c) claims for compensation emerging in the course of extracurricular journeys not permitted by the board of the Insureds mentioned in points 1. a) to d).**

**3.2. In the case of Insureds mentioned in point 1. a) to e), in addition to the exclusions specified in the General terms and conditions of liability insurance (2013), this insurance does not cover the following:**

- a) losses caused through activities other than those prescribed for the Insured by the legal rules or through alteration from the orderly operation of a boarding school,**
- b) addition losses, costs and interests incurred due to the Insured's failure to comply with its cooperation obligation in the course of loss adjustment,**
- c) compensation claims stemming from activities of the Insured aimed at organising and arranging events, including losses occurring during events organised by third parties in the territory of the Insured, which come under the scope of the Insured's operations liability,**
- d) losses stemming from the violation of the rights the students/learners are vested with in respect of intellectual properties.**

**3.3. In the case of Insureds mentioned in point 1. f) to j), in addition to the exclusions specified in the General terms and conditions of liability insurance (2013), this insurance does not cover the following:**

- a) compensation obligations burdened on the Insured, which stem from personal injury and/or property losses caused to each other.**

**3.4. In the case of the Insured mentioned in point 1. h), in addition to the exclusions specified in the General terms and conditions of liability insurance (2013), this insurance does not cover the following:**

- a) losses to third parties, caused by a student of an academic health care education institution in relation with the provision of health care services.**

### **4. Recovery claims of the Insurer**

**In addition to the provisions stipulated in the General terms and conditions for liability insurances, gross negligence shall be constituted and the Insurer may request the Insured to refund the amount of indemnification paid if the Insured would materially**

**violate safety and health care requirements related to organised labour stipulated in Act XCIII of 1993 on labour safety and in Decree 5/1993 (XII. 26) Mm on its execution.**

#### **5. Deductible**

Absolute deductible of 10% but at least HUF 10 000 per any one loss event shall be applied to this insurance.

The parties may agree on deductibles in alteration of the above.

#### **6. Special rules of indemnification**

**List of the documents necessary for loss adjustment, which is given in the general terms and conditions, is extended and the Insured will be obliged to present either the deed certifying the existence of college membership, legal student/pupil relationship, or a copy of the adult education contract.**