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The Present Situation of the Insurance System and Insurance Contracts in Hungary

The paper contains a snapshot: the temporary situation between the regulation of the new Hungarian Civil Code and the provisions of the new Insurance Act. The authors focus on the development of the Hungarian insurance law and the reasons for its amendments. The essay analyses the Hungarian insurance system and performs the logic of the new Hungarian Civil Code in accordance with the insurance contract.

Key words: development of insurance law, insurance system, types of insurance and insurance contract in Hungary.

I. The Hungarian insurance system

1. The past and the underlying principles

As with most modern countries, the Hungarian social security system organised by the state and the private insurance sector developed in parallel. Fundamentally the system consists of an obligatory system of self-care and a system of private (business) insurance companies. The balance of the two systems depends on a number of factors, including historical and social traditions.

The roots of the modern Hungarian insurance system date back to the 19th century. During this period the German model launched in the industry, and many solidarity funds were organised in the country. The hospital network improved, and the basis of the modern medical education system emerged. The benefits of these types of organisations were recognised in more and more branches of the profession, and professional illness subsidising unions and health treasuries started to become recognised as well. In 1891, Gábor Baross, the trade minister, made workers' health insurance compulsory by law. The result of this development led to about 52 insurers being active

on the market in the time period between the two world wars. Despite this, only approx. 10 percent of the country's population (22 percent of active employees) were insured.¹

After World War II, the Soviet "Semashko-style" insurance system was launched: the sector's insurance funds were set up, and private insurance companies and private service providers were banned. Normative allocations and hierarchical controls based on regional benefits were introduced, highlighting the need for public health. Management of the social insurance system fell into the hands of the Trade Unions National Council. The administrative functions were delegated to the Social Security Centre (SZTK). The rural population and urban craftsmen were excluded from the free health care system until 1972. By the end of this prohibition, free health care had become a civil right. However this step led to a significant increase in the number of insured persons, which resulted in serious medical capacity problems.²

In 1952, the State Insurance Company was established. In 1954 it was given responsibility over personal insurance. In the 1960s compulsory group life insurance contracts (CSÉB) appeared, which quickly gained extraordinary popularity. They soon became the preferred supplement to social security and social services, thus by the end of the "socialist era" supplementary individual life pension insurance policies were popular and spread amongst the population.³

After the change in the political system in 1990, urgent political and health policy actions were needed to regulate patients' rights, to ensure the free choice of doctors, and to allow the privatisation of medical companies, pharmaceutical companies, and pharmacies. The introduction into Hungary of the DRG system – combined with the creation of the social security fund, which also meant the cessation of funding of the social security system from the state budget – and the beginning of the health care privatisation all led to the establishment of a real security system.⁴

In accordance with parliamentary decision 60/1991 (X.29.), the pension, health, accident and social care system for the Hungarian citizens must be comprised of five elements:

- a) The first is social insurance – this is the dominant element, obligatory and general. The largest percentage of the Hungarian population falls under the protection of this system – either as an insured or as a relative of an insured member.
- b) The second source is the system of state and municipal social services – primarily intended to meet social needs.
- c) The third source is offered by private insurers, mostly through supplementary insurance.
- d) The fourth element of the system consists of the network of self-organising and self-help institutions, foundations, associations, etc.
- e) According to the will of the legislators, the fifth source is an additional voluntary mutual health insurance funds system.

1. G. Kiss, "A társadalombiztosítás és a magánbiztosítás kapcsolata" [The connection between the social insurance and the private insurance] [Biztosítási Szemle, 8/2008], accessed 11 September 2014, www.biztositas.hu/Hirek-Infomaciok/Biztositasi-szemle/2008-augusztus/A-TB-es-a-maganbiztositas.html.

2. J. Hajdú, "The Hungarian Old-Age Pension System in the early 21st Century" in *Reflection on 20 Years of Social Reform in Central and Eastern Europe*, ed. K. Koldinská and M. Stefko (Friedrich Ebert Stiftung, Prague, 2010), 180; G. Kiss, *A társadalombiztosítás és a magánbiztosítás kapcsolata....*

3. G. Kiss, "A társadalombiztosítás...."

4. J. Hajdú, "Hungarian Pension System in Transition" in *Studia Iuridica Caroliensia 6*, ed. O. Á. Homicskó and G. Kiss, "A társadalombiztosítás...."

The formation of voluntary mutual insurance funds began in 1994. Their goal is to provide coverage for services that would otherwise be out-of-pocket expenses. The services covered by the funds can essentially be divided into three main categories:

- the first, reimbursement of in-kind (health) services;
- the second, prescription drug and medical device cost support;
- the third, financial self-help features.

2. The change

The project to create pension funds in Hungary, the second pillar of old-age benefits (pensions), started on 1 January 1998, when the government introduced mandatory private pension fund membership for those who entered into the labour market after 30 June 1998. Previously, the state considered employee contributions as revenue. Starting in 1998 the private pension fund members' contribution of 1 percent went into the state budget, while the remaining 6 percent – considered the membership fee – enlarged the amount of the private pension funds. (These numbers later increased respectively to 1.5 percent and 8 percent.) Other workers were free to join any private pension association and to switch associations at any time paying only minimal fees.⁵

As a consequence of the international economic and financial crisis, pension associations in Hungary suffered huge financial losses. In 2010, a conservative government gained a 2/3 majority in the Parliament, and the former “second pillar” was nearly eliminated as of 1 January 2012.

In October 2010, the transfer of private contributions to these associations was temporarily suspended for 14 months and insured workers were offered the chance to voluntarily return to the mono-pillar system. The following month the government announced the *de facto* shuttering of private pension associations. Members were “allowed” to stay in the mixed system and contribute 10 percent rather than 8 percent to their private associations, but the remaining members were in turn obligated to renounce their rights to all their contributions that would have occurred in the public pillar after 2011. In the end, only 3 percent of former members (ca. 100,000 people) remained in the second pillar.⁶ Today, the number of private pension funds has reduced from 19 to 4.

3. The Hungarian insurance market

The change of the political and legal system led to fundamental changes in the private insurance sector as well. The private insurance industry flourished between 1990 and 1992. The largest insurance enterprises became foreign-owned insurance companies. The subject matter of contracts is the sum insured by the insurance companies – these are cash services where the payment as a contractually predetermined function depends on whether the insured event happens. As an exception, it is noted that some insurers provide in-kind services.

5. J. Hajdu and A. Kun, “The Hungarian Pension System in the Face of Demographic Challenges” in *Opuscula Szege-diensia* 2, ed. L. D. Lajko and P. E. Alapitvany (Szeged, 2008), 163–165; J. Hajdu, “The Hungarian Old-Age Pension System ...”, 185.

6. J. Hajdú, “The recent reform of the Hungarian Private Pension System in a Nutshell” in *Studia Iuridica Caroliensi* 1., ed. M. Kapa (KRE ÁJK, Budapest, 2006), 63–86.

The leading products of the Hungarian private insurance business are: life insurance, accident insurance, travel insurance (assistance products), illness (health) insurance, disability insurance, care insurance – LTC (long-term care), liability insurance, and critical illness or dread disease insurance.

4. Legal grounds

In Hungary, the public law frame of the private insurance sector is laid down in Act LX of 2003 on Insurance Institutions and the Insurance Business. Unless otherwise provided by international agreement, the Act applies to:

- insurance activities pursued in the territory of Hungary and activities involved in or closely related to the insurance and the insurance activities carried out by an insurer established in the territory of Hungary under the authorisation of the Act;
- insurance mediation and insurance consultancy services performed in the territory of Hungary and activities involved in or closely related to the insurance or insurance mediation carried out by an independent insurance intermediary established in the territory of Hungary;
- activities pursued by Hungarian branches of foreign insurance companies, insurance intermediaries and consultants;
- outsourcing service providers solely with respect to the outsourced activities;
- activities of any body designated to administer the Claims Security Account and the Claims Guarantee Fund, in respect of the activities concerning the administration of the Account;
- supervisory activities of the State Financial Institutions Commission conferred under the Act; and,
- the obligations of companies – specified in the Act – that are subject to supervision on a consolidated basis or supplementary supervision.⁷

The provisions of the Act apply to insurance, insurance mediation and insurance consultancy representation activities of resident insurance companies, insurance intermediaries and insurance consultants that are performed abroad, but only if the domestic law of the country that provides the services in question does not provide otherwise.⁸

In the territory of Hungary, insurance enterprises must operate in the form of joint-stock companies, cooperatives, associations or as branch offices of third-country insurance companies.⁹

The Act determines the other participants in the insurance system, such as insurance intermediaries, insurance brokers and multiple insurance brokers, insurance agents, principal agents, insurance consultants, and the rules of representation of foreign insurance companies, insurance intermediaries and consultants in Hungary.¹⁰

The third part of the Act contains the rules of authorisation (activities, the establishment and commencement of insurance operations) and notification (notification requirements of insurance companies, insurance intermediaries, and insurance consultants; the regulations of outsourcing; the rules of establishing insurance branch offices in other Member States; the rules governing

7. Section 1 (1) of the Insurance Act (IA).

8. Section 1 (2) IA.

9. Section 10 (1) IA.

10. Sections 33–53 IA.

cross-border activities), provisions concerning executive employees and other directors of insurance companies, the amendment of insurance activities, insurance products, and the law applicable to insurance contracts.¹¹

The Act contains special rules for legal expenses insurance and for compulsory insurance.¹²

Separate parts deal with the rules pertaining to owners, directors, and employees of insurance companies, and the insurance company's operating conditions.¹³

Among the administrative rules concerning the clients, the Act mentions insurance secrets, and business secrets of insurance companies, insurance intermediaries, and consultants; information for policyholders;¹⁴ proceedings in connection with any infringement of the regulations relating to business-to-consumer commercial practices, and complaints handling.¹⁵

The Act thoroughly lays out oversight of the insurance industry, the commission procedures, and actions;¹⁶ emergency situations and the special rules pertaining to liquidation, and winding up procedures.¹⁷

In the end of 2014 the Hungarian Parliament adopted a new act (Act LXXXVIII of 2014 on Insurance Activities) establishing a new framework for private insurance businesses. The new act will enter into force on 1st January 2016. Its most important aims, written in the Preamble, are: protecting the interests of insured persons, motivating self-care activities, increasing confidence in the insurance sector and insurance companies, and strengthening the role of insurance in the national economy, while taking into consideration the legislation compliance requirements of the European Union.

II. Insurance contracts in Hungary

The former Civil Code of Hungary¹⁸ described the system of the “private” insurance sector in the style of the late 1950's legislation.¹⁹ The concept, the terminology – despite the amendments – did not meet the needs of the modern age. Regulation of insurance contracts was unilateral, and consumer protection aspects were not subject to insurance law legislation. The new Civil Code²⁰ (entered into force on 15 March 2014) divided the private insurance law into new, modern aspects by redefining definitions that were fixed by other laws in black and white.

11. Sections 54–91 IA.

12. Sections 103–110 IA.

13. Sections 115, 116 IA.

14. Sections 153–167 IA.

15. Sections 190–207 IA.

16. Sections 209–215 IA.

17. Sections 216–226 IA.

18. Act IV of 1959 about the Civil Code.

19. See the detailed analysis about this period in: “Az állami biztosítás Magyarországon” [The State Insurance in Hungary], ed. F. Bajai and D. Csabay [Közgazdasági és Jogi Könyvtár, Bp., 1972].

20. Act V of 2013.

1. The concept and types of insurance contracts

Under an insurance contract the insurer undertakes to provide coverage for the risk specified in the contract, and to provide compensation or benefits for loss arising when a specific future event happens after the the policy inception date, and the insured person undertakes to pay an insurance premium agreed upon. The insurance company's contractual obligations include the payment for the insured person's loss in the amount and in the manner defined in the contract and other policy benefits (indemnity insurance) or the payment of a sum specified in the contract (fixed-sum policies).²¹ The main function of the insurer is to insure a risk (praestare supply: being at the insured person's disposal).²²

The basic types of insurance contracts are indemnity insurance and fixed-sum policies. In the case of indemnity insurance the insurer pays for damages of the insured person to the extent and in the manner determined in the insurance contract, or provides other benefits for the insured person.²³ The insured person is entitled, under a liability insurance policy, to request the insurance company to exempt them from paying for damages for which they are legally liable in the manner and up to the limit specified in the policy.²⁴

In connection with fixed-sum policies, the written consent of the insured person is required for concluding or amending the contract, if they themselves do not conclude it.²⁵ Life insurance means a type of policy where the insurance company promises to pay a specific sum of money fixed in the contract, or an annuity for life or for a specific period of time, upon the insured person's natural death or the attainment of a certain age, or at another predetermined time or upon the occurrence of a specific event. Life insurance policies include, in particular:

- a) term life insurance policies that provide no benefits upon expiry and that have no cash surrender value; or,
- b) ordinary life insurance policies other than term life insurance, including unit-linked life insurance policies where an investment risk is to be borne by the contracting party, as set out in the contract.²⁶

Accident insurance is a type of insurance where the insurance company promises to pay a specific sum of money or an annuity fixed in the contract, or other benefits as agreed in a contract upon the insured person's accidental death, health impairment, or disability resulting from an accident.²⁷

Health insurance is a type of insurance where the insurance company promises to pay benefits as provided for in a contract in the event of the insured person's sickness. The insurance

21. Section 6:439 of Civil Code (CC).

22. "Az új Ptk. magyarázata" [Commentary of the new Civil Code] VI/VI, ed. Gy. Wellmann and F. Petrik (hvgorac, Bp., 2013), 336.

23. A. Osztovits, ed., "A Polgári Törvénykönyvről szóló 2013. évi V. törvény és a kapcsolódó jogszabályok nagykommentárja" [The great commentary of the Act V of 2013 about the Civil Code and of the connected regulations], [Opten Informatikai Kft., Bp., 2014], 1182.

24. Section 6:470 (1) CC.

25. Section 6:475 CC.

26. Section 6:477 CC.

27. Section 6:485 CC.

benefits may also cover the costs of health care services specified in a contract provided to a person in good health.²⁸

2. Important definitions regarding insurance contracts

Insurable interest: An insurance contract may be concluded by any person who has a vested interest in avoiding the occurrence of an insured event under some form of property or personal relationship, or who has a vested interest in the occurrence of an insured event in respect of life insurance policies which cover assurance on survival to a stipulated age only, birth assurance or marriage assurance, or those who conclude a contract on behalf of an interested party; any indemnity insurance and group fixed-sum policy concluded in contradiction to this provision becomes null and void.²⁹

Co-insurance: if the insurance risk is covered – in a predetermined percentage – jointly, by more than one insurance company and insurance services are performed collectively, the contract to that effect shall indicate the name of all insurance companies participating in co-insurance, including their share in risk coverage; in connection with co-insurance, the obligations of insurance companies shall be limited by their commitment in risk sharing.³⁰

Group insurance: In this case insured persons are identified according to their affiliation to a natural group or under the relationship between the insured persons and the contracting party, and the insurance company's risk coverage and the related terms are custom-tailored to the group policyholder.³¹

Prohibition of over-insurance: Coverage cannot exceed the value of the insured property; any agreement for coverage higher than the value of the insured interest becomes null and void and the premium must be reduced accordingly.³² This provision notwithstanding, an insurance policy can include provisions for the estimated future value of a property and/or for the value of restoration or replacement.³³ In case an insured event happens, the highest amount of compensation the insurance company is liable to pay represents the sum insured.³⁴

Concurrent insurance: If the same interest is insured by more than one insurance company independently, the insured person shall have the right to submit a claim to one or more of such insurance companies.³⁵ The insurance company to which a claim is submitted is liable to make a compensation payment under the terms and conditions laid down in the document that confirms insurance coverage and up to the sum insured as specified therein, while reserving the right to lodge a claim for compensation with other insurance companies.³⁶ The policyholders may obtain several policies for the same insurable interest and for the same peril, and may accumulate insurance covers.³⁷

28. Section 6:487 CC.

29. Section 6:440 CC.

30. Section 6:441 (1) CC.

31. Section 6:442 (1) CC.

32. Section 6:458 (1) CC.

33. Section 6:458 (1) CC.

34. Section 6:458 (2) CC.

35. Section 6:459 (1) CC.

36. Section 6:459 (2) CC.

37. Section 6:476 CC.

Underinsurance: If the amount of coverage is lower than the value of the insured interest, the insurance company shall be liable to cover the loss in such a manner that the amount of insurance is proportionate to the value of the property.³⁸

Maintaining the amount of the insurance cover: The amount of coverage for a given period of insurance cover shall be reduced by the amount paid for claims for insured events occurring during the same period, unless the contracting party pays an additional premium to restore the sum insured accordingly.³⁹

Residual rights: If a life insurance policy is terminated for any reason prior to the date of payment of the sum insured, the insurance company shall be liable to pay the cash surrender value defined in the policy. The insurance company is exempt from payment of the sum insured if the insured person dies in consequence of the wilful conduct of the beneficiary; in this case the cash surrender value can be claimed by the heirs, and the beneficiary will not have a share. The policy must be terminated without payment of the sum insured and the insurance company shall return the cash surrender value if the insured person dies in consequence of or in connection with a serious criminal offence they have committed or if the insured person commits suicide within 2 years following the conclusion of the contract.⁴⁰

Waiting period: Where the policy pertains to nursing care services, or if the insured person suffers from a permanent illness and this was known to both parties at the time the contract was concluded, the waiting period stipulated in the health insurance contract with respect to such illness may not exceed 3 years.⁴¹

3. Concluding an insurance contract

If the contract is not executed in writing, the insurance company shall issue a document so as to verify insurance cover.⁴² If the document that confirms insurance coverage is different from the contracting party's offer and if this difference is not contested by the contracting party without delay upon receipt of the document, the contract shall take effect in accordance with the wording of that document.⁴³ The offeror shall be bound by the offer for a period of 15 days from the time when it was made, and for 60 days if a health risks assessment is required for the evaluation of the offer.⁴⁴

If the contracting party is a consumer, the contract shall be performed even if the insurance company does not respond to the offer within 15 days of the time of receipt thereof, or 60 days if a health risk assessment is required for the evaluation of the offer, provided that the offer was made on the insurance company's own standard offer form for the type of policy in question, upon receipt of the relevant statutory information, including applicable tariffs. In this case the contract is executed – under the conditions contained in the offer – with retroactive effect to the date on which the offer is conveyed to the insurance company and comes into effect on the day following

38. Section 6:460 CC.

39. Section 6:461 [1] CC.

40. Section 6:484 CC.

41. Section 6:489 CC.

42. Section 6:443 [1] CC.

43. Section 6:443 [2] CC.

44. Section 6:443 [3] CC.

the expiry of the risk assessment period.⁴⁵ So the contract is concluded by the implicit conduct of the insurance company with a consumer agreement.⁴⁶

If the insured person is a minor and the contract is not concluded by a parent who has legal custody, the guardian's approval shall be required for the validity of the contract. The consent of the guardian is required for the contract, if the insured person's legal capacity has been partially limited in respect of making legal statements relating to property, or if the insured person is an incompetent adult.⁴⁷

At the time of the conclusion of the contract, the contracting party shall disclose to the insurance company all circumstances of which he is or should be aware and that are important in terms of providing the insurance coverage. The contracting party shall satisfy any disclosure obligation by truthfully filling out the questionnaire furnished by the insurance company; leaving questions unanswered shall not constitute a violation of the disclosure obligation. The contracting party shall be liable to notify the insurance company in writing of any changes in the material conditions.⁴⁸

4. Risk coverage

The coverage of risk provided by an insurance company must commence at the time fixed by the parties in the contract or, failing this, at the time the contract is concluded.⁴⁹ The parties may agree in writing that the insurance company covers the insurance risk from such a date that is preceding the date of conclusion of the contract (preliminary coverage).⁵⁰ The preliminary coverage remains in effect until the conclusion of the contract or refusal of the offer but it cannot exceed 90 days.⁵¹

If the insurance company becomes aware of any material circumstances regarding a contract, or any changes thereof, only after the contract has been concluded, and these circumstances result in a considerable increase in the insurance risk, the insurance company is entitled to make a written proposal within 15 days after gaining knowledge thereof to amend the contract or may terminate the contract in writing with 30 day notice.⁵² If the contracting party does not accept the proposal for amendment or fails to respond to it within 15 days from the time of receipt thereof, the contract shall be terminated on the 30th day following the day of communicating the proposal for the amendment, if the insurance company warned the contracting party of this consequence when the proposal for amendment was made.⁵³

5. The premium payment

The first insurance premium payment shall be due at a time agreed upon by the parties or, failing this, at the time the contract is concluded and all subsequent premium payments shall be due

45. Section 6:444 (1), (2) CC.

46. L. Vekas, ed., "A Polgári Törvénykönyv magyarázatokkal" [The Civil Code with commentaries], (Complex, Bp., 2013), 905.

47. Section 6:479 (1) CC.

48. Section 6:452 (1), (2) CC.

49. Section 6:445 CC.

50. Section 6:445 (2) CC.

51. Section 6:445 (3) CC.

52. Section 6:446 (1) CC.

53. Section 6:446 (2) CC.

on the first day of the period to which they pertain. A single premium shall be paid at the time the contract is concluded and the period of insurance cover shall be 1 year.⁵⁴

If an insured event occurs and the contract is terminated, the insurance company is entitled to demand payment of the premium for the entire period of insurance cover. In other cases of termination of the contract, insurance companies are entitled to claim payment of the premium until such a day when risk coverage ends. If there is an overpayment in the period, the insurance company must return the surplus.⁵⁵

In the event of non-payment of the premium as due, the insurance company must make a written request for payment to the party in default within 30 days from the due date – indicating the potential legal consequences of a failure to comply with the payment obligation – with an additional 30-day deadline from the date when the warning was sent. In the event of non-compliance within the additional period, the contract is terminated with retroactive effect to the original due date, except if the insurance company forthwith moves to pursue its claim by judicial process.⁵⁶

If a contract is terminated for non-payment of regular premiums, the contracting party may request the insurance company to reinstate the risk coverage within 120 days from the time of termination. The insurance company may reinstate the insurance cover under the terms and conditions of the terminated contract, if the overdue premium is paid.⁵⁷

6. Entering into a contract

If a contract has not been concluded by the insured person, the insured person is entitled to enter into a contract with a written statement addressed to the insurance company. The insurance company's consent is not required for entering into the contract.⁵⁸

Upon entering into the contract the rights and obligations conferred upon the contracting party shall pass to the insured person.⁵⁹

If the insured person enters into the contract, the insured person and the contracting party are subject to joint and several liability for premium payments due for the current insurance period. The insured person entering into the contract is liable to cover the contracting party's expenses arising from the contract, including premium payments.⁶⁰

7. Nullification of a contract and lapse of interest

If the insured event becomes impossible or the insurable interest ceases before the insurance coverage becomes effective, the contract or the relevant part of it shall be terminated.⁶¹

54. Section 6:447 CC.

55. Section 6:448 CC.

56. Section 6:449 [1] CC.

57. Section 6:449 [2] CC.

58. Section 6:451 [1] CC.

59. Section 6:451 [1] CC.

60. Section 6:451 [2] CC.

61. Section 6:454 [1] CC.

If the insured event becomes impossible to happen or the insurable interest ceases during the period of risk coverage, the contract or the relevant part of it shall be terminated.⁶²

The legal effects attached to cases of lapse of interest in the subject matter of insurance shall not apply if the lapse of interest results solely from the transfer of ownership of the insured property and the property in question was held by the new owner, previously under a different title. In that case, insurance cover shall pass together with ownership and the former and the new owner is jointly and severally liable for premium payments due at the time of the transfer of ownership. Either of the parties may terminate the contract within 30 days after the party becomes aware of the transfer of ownership, by giving 30 days' notice to the other party.⁶³

8. Termination by notice

The parties are entitled to terminate an indemnity insurance contract of indeterminate duration in writing, with effect at the end of the insurance period, by giving 30 day notice. The right to terminate may be excluded for a maximum period of 3 years; any exclusion of the right to terminate for a period in excess of 3 years shall be null and void in respect of the party exceeding the 3-year period. If a contract covers a period of more than 3 years and the parties do not stipulate that the contract could be terminated before the specified period lapses, either of the parties is entitled to terminate the contract as of the fourth year. If the contract is terminated by the contracting party, the insurance company is entitled to demand repayment of any premium discounts based on a commitment for an extended contract term (term discount).⁶⁴

The contracting party shall have the right to terminate a life insurance policy in writing – if the premium for the first year is paid up – with effect at the end of the insurance period by giving 30 day notice. The insurance company shall not be allowed to terminate a life insurance policy, with the exception of a substantial increase in the insurance risk.⁶⁵

In the case of a health insurance contract, the possibility that the insured person's health deteriorates with age due to natural causes cannot constitute a considerable increase in insurance risk. The insurance company may not terminate a health insurance policy by ordinary notice.⁶⁶

A new period is beginning in Hungarian insurance law by the regulation of the Civil Code and of the new Insurance Act,⁶⁷ the new provisions and amendments of which concern the bases and principles of our insurance law. The interpretation of the new rules is a real challenge for the judicial profession.

Nowadays the question is how legal entities, lawyers, and courts can adapt themselves to the changing legal environment and to the new conditions of the Hungarian Civil Code, while “clothing the framework” of the civil law provisions; we hope that it will be a successful enterprise.

62. Section 6:454 [2] CC.

63. Section 6:454 [3] CC.

64. Section 6:466 CC.

65. Section 6:483 CC.

66. Section 6:491 CC.

67. Act LXXXVIII of 2014.

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System ubezpieczeń i umowy ubezpieczenia na Węgrzech – stan obecny

Niniejszy artykuł prezentuje aktualny obraz okresu przejściowego pomiędzy wprowadzeniem nowego węgierskiego Kodeksu cywilnego a wejściem w życie przepisów nowej Ustawy o działalności ubezpieczeniowej. Autorzy skupiają się na rozwoju węgierskiego prawa ubezpieczeń oraz przyczynach wprowadzanych w nim zmian. W artykule analizie poddano węgierski system ubezpieczeń. Autorzy przyjrzeni się również przepisom nowego węgierskiego Kodeksu cywilnego w kontekście umowy ubezpieczenia.

Słowa kluczowe: rozwój prawa ubezpieczeń, system ubezpieczeń, rodzaje ubezpieczeń oraz umowa ubezpieczenia na Węgrzech.

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