



**General Terms and Conditions  
for Postal Services**

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## 1. General data, contact details

### 1) Name and address of service provider

Magyar Posta Zártkörűen Működő Részvénytársaság

Registered office: 1138 Budapest, Dunavirág utca 2-6

Postal address: Budapest 1540

Trade register number: 01-10-042463

Tax number: 10901232-4-44

Group identification number: 17784083-5-44

Official electronic contact details for electronic administration (Central Official Storage):

- a) full name: Magyar Posta Zrt. official electronic contact details
- b) abbreviated name: POSTAUEGY
- c) KRID (Central System ID) number: 242515371

### 2) Contact details of Central Customer Service

	Customer Service for private customers	Customer Service for business customers
Customer Service in person	1062 Budapest, Teréz körút 51-53.	
Postal address	3512 Miskolc	
Telephone number	+36-1-767-8282	+36-1-767-8272 Thursday 5 p.m. to 8 p.m. on +36-1-767-8282
Fax number	+36 (46) 320-136	
E-mail	<a href="mailto:ugyfelszolgalat@posta.hu">ugyfelszolgalat@posta.hu</a>	<a href="mailto:uzleti.ugyfelszolgalat@posta.hu">uzleti.ugyfelszolgalat@posta.hu</a>
Hours for customer service by phone	Monday to Wednesday and Friday 8 a.m. to 5 p.m., Thursday 8 a.m. to 8 p.m.	
Hours for customer service in person	Monday 7 a.m. to 7 p.m., Tuesday to Friday 8 a.m. to 4 p.m.	

2/A) The contact details of the Official Storage operating at Magyar Posta's Central Customer Service for electronic administration are identical to those given in paragraph 1).

2/B) Other contact details of the Central Customer Service are given on the web page [Customer Service](#).

2/C) Complaints and requests for the supply of information may be made to Magyar Posta in person in accordance with the provisions of point 7.

### 3) Online contact

Address: [www.posta.hu](http://www.posta.hu)

### 4) Contact details of the market surveillance authority

Users with complaints related to the provision of postal services may turn to the National Media and Infocommunications Authority (hereinafter referred to as the Authority) in accordance with paragraph 11) of point 7. The Authority's contact details are given on [www.nmhh.hu](http://www.nmhh.hu).

## 5) Access to the General Terms and Conditions

The General Terms and Conditions relating to the use of postal services (hereinafter referred to as the GTC) are available on Magyar Posta's website under General Terms and Conditions.

## 2. Introductory provisions

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1) Magyar Posta Zrt. (hereinafter referred to as Magyar Posta) is the designated universal postal service provider.

2)<sup>1</sup> These GTC contain rules for the use of postal services and certain supplementary postal services provided by Magyar Posta which have been unilaterally pre-defined by Magyar Posta without the participation of the user. General rules for the use of all postal services are given in this main text, while the individual postal products/services, the additional services and the supplementary services are described on separate Product Sheets with different coloured headings.

2/A)<sup>2</sup> The articles excluded from transportation by post and articles transportable on certain conditions and the conditions for posting them are described in appendix 1 as additional information to these GTC.

3) The following legislation in particular applies to the postal services provided by Magyar Posta:

- a) Act CLIX of 2012 on postal services (hereinafter referred to as the Postal Services Act);
- b) Government Decree No. 335/2012 (XII.4) on the detailed rules for the provision of postal services and the postal service related to official documents, as well as on the general terms and conditions of postal operators, and on items excluded from postal services or items that may only be carried upon certain conditions (hereinafter referred to as the Decree),
- c) regarding international services, the Universal Postal Convention and its Final Protocol ratified by Act LXI of 2024 and consolidated with the changes adopted at the 2023 Riyadh Congress of the Universal Postal Union, as well as the related Letter Post Regulations and Parcel Post Regulations together with bilateral or multilateral agreements concluded with the individual countries;
- d) <sup>-3</sup>
- e) and Universal Postal Public Service Contract no. POF/68/10/2023-NFM\_SZERZ (hereinafter referred to as the Universal Service Contract or USC)

together.

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<sup>1</sup> The date of entry into force of the change in accordance with this paragraph is 6 January 2024.

<sup>2</sup> The date of entry into force of the change in accordance with this paragraph is 6 January 2024.

<sup>3</sup> Repealed on 1 January 2025.

4) Magyar Posta provides services which are regulated in these GTC but are not classified as postal products/services or additional services under the provisions of these GTC, the legislation specified in paragraph 3), the USC, and the general provisions of Act V of 2013 on the Civil Code (hereinafter referred to as the Civil Code) applying to contracts.

5) Magyar Posta will publish any changes to these GTC at least fifteen days before they come into effect on its website (General Terms and Conditions).

6) Magyar Posta is identified by any of the following inscriptions and coloured symbols used independently or by the simultaneous use of more than one of these inscriptions or coloured symbols on a mail item, on its address label, or on its accompanying document if an accompanying document is handed over to the authorised recipient:

- a) MP;
- b) MPRT;
- c) MPZRT;
- d) Magyar Posta;
- e) Magyar Posta Rt.;
- f) Magyar Posta Zrt.;
- g) Posta;
- h) postage paid impression containing the inscription "Magyarország" or its foreign language equivalent, e.g. Hungary;
- i) OLK (National Logistics Centre);
- j) FILAPOSTA;
- k) the symbol of the post horn and the stylised version of it (as trademark no. 171406 registered on 12 December 2001);
- l) the EMS express logo (as trademark no. 130542 registered on 12 January 1989);
- m) the symbol of the raven (as trademark no. 189248 registered on 19 September 2005);
- n) the MPL logo (as trademark no. 186616 registered on 11 July 2005);
- o) the DCM logo (as trademark no. 189727 registered on 21 March 2006);
- p) the BÉLYEG M logo (as trademark no. 189248 registered on 19 September 2005).

7) The inscriptions and coloured symbols listed in 6) may be used to mark mail when it is accepted by Magyar Posta or during the processing of mail items.

### 3. General conditions for the use of the service

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#### 3.1. Basic provisions

- 1) Postal service outlets, acceptance and delivery points, and other apparatus enabling the fulfilment of the universal postal service are classified as postal facilities.
- 2) A postal service outlet is an acceptance or delivery point which provides access to postal services at a specified geographic location and time, excluding postboxes located by Magyar Posta or other devices for the purpose of acceptance or delivery ensuring the safety and integrity of mail items.
- 3) A permanent postal service outlet is a postal outlet which is open for more than two hours in total on each working day.
- 4) An acceptance point is a postbox or other device located by Magyar Posta for the purpose of posting mail items which ensures the safety and integrity of accepted mail items as well as the room or place designated for this purpose.
  - 4/A) A rural drop point is a place where a bank of letterboxes is installed on a public highway which is designated and operated by the service provider and functions both as an acceptance point and a delivery point enabling the acceptance of mail items for postal handling and the delivery of mail items that can be delivered through letterboxes to the letterboxes attributed to specific addresses and the placement of notifications of the arrival of mail items to be delivered in person (without attempting delivery).
- 5) A mobile post is a postal service outlet provided at least at the place (access point) designated for this purpose through which Magyar Posta fulfils the acceptance and/or delivery of mail items that can be posted or delivered under the universal postal service.
- 6) The Parcel Terminal is a machine operated by Magyar Posta as an acceptance and delivery point which enables the safe acceptance and delivery of parcels ensuring their integrity as described in the provisions of the separate Product Sheet.
- 7) The name, address and contact details of the postal facilities operated by Magyar Posta as well as information about the services offered there are given in the document "**Post Office List**" published on Magyar Posta's website.
- 8) A precondition of using services at postal facilities where Magyar Posta has installed a customer queuing system is the proper use of the customer queuing system. At such postal facilities Magyar Posta ensures the possibility of booking an appointment through the business application for this purpose or, for customers who have registered pursuant to the Separate GTC, on its Website.

#### 3.2. Rules regarding the contents of mail items

- 1) Any mail item with contents that are prohibited by law from carriage by road, rail, sea or air is excluded from the postal service depending on the item's means of transport.
- 2) Dangerous goods defined in Government Decree 387/2021 of 30 June 2021 on the announcement of and certain issues of the application in Hungary of Annexes A and B to the



European Agreement concerning the International Carriage of Dangerous Goods by Road (hereinafter referred to as ADR) which do not enjoy exemption under ADR as articles that may be carried on special conditions or listed in special regulations may not be dispatched for carriage.

3) It is the sender's responsibility to ensure that the contents of the mail item comply with the law as well as the conditions specified by these GTC and appendix 1 published on Magyar Posta's website. Certain articles and substances defined in these GTC may only be posted on the conditions laid down by these GTC. Mail items that are not classified as letter mail or a postal parcel under the definition of the product/service may be handled and priced by Magyar Posta as letter mail or a postal parcel.

4) Magyar Posta does not inspect the contents of mail items to check whether or not they are excluded from postal carriage or may only be carried upon certain conditions.<sup>4</sup> If, however, it establishes during any phase of the postal service that the contents of a mail item are excluded from postal carriage or the conditions required for carriage are wanting, the mail item will not be delivered to the addressee or other authorised recipient and will be withdrawn from carriage, simultaneously informing the sender thereof. The costs incurred by this will be borne by the sender. In this case Magyar Posta bears no liability for failure to perform the postal service contract.

5) If a mail item contains an article or material excluded from transportation by post as described in appendix 1, Magyar Posta will hand over the mail item withdrawn from postal traffic to the competent authority. The costs incurred by this and by the authority's procedure will be borne by the sender.

6) Magyar Posta is not obliged to reimburse the fee paid for using the postal service when dispatching items which are withdrawn from the postal service in accordance with paragraphs 4) and 5). If it is apparent at the time of the acceptance of a mail item that it is excluded from postal carriage, Magyar Posta is obliged to refuse to accept the item or, if it may be carried upon certain conditions, Magyar Posta will make its acceptance dependent on meeting the conditions necessary for transport.

7) The sender is liable for any damage caused by an item to the life, health or physical well-being of natural persons, and to any other object, postal equipment and other mail items, and is obliged to bear its own costs and the extra costs incurred by Magyar Posta (e.g. return, repacking, costs incurred paying damages, etc.) as well if these arose due to the sender not observing the regulations set out in law and these GTC.

8) Magyar Posta may refuse to enter into a postal service contract if there is reasonable suspicion that a mail item intended for dispatch does not fulfil the conditions for posting (e.g. the shape of a letter-mail item addressed to a country outside the European Union's customs border clearly shows that it contains more than a personal communication but the sender has not attached the CN 22 or CN 23 customs declaration form to the mail item). In this case the

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<sup>4</sup> By law (the NAVSEC programme, Regulation EC No 300/2008, Commission Regulation (EU) No 2015/1998, Government Decree 169/2010 (V.11.)), companies conducting an approved business activity at the airport, and thus Magyar Posta, must subject the contents of their export (outbound) mail in air transport to aviation security inspections. This content check primarily aims to filter out devices threatening aviation security, such as firearms, pointed articles, objects that can be used as a weapon, explosives, igniting and incendiary devices or substances.

sender must prove that the mail item complies with the conditions for posting (e.g. by showing the contents of the mail item).

8/A) If evidence provided in accordance with paragraph 8

- a) shows that Magyar Posta's supposition is unfounded, Magyar Posta is obliged to repack the mail item safely free of charge. In this case Magyar Posta may not allude to inappropriate packaging;
- b) results in the sender requesting the postal acceptance of the mail item intended for dispatch with unchanged contents and unchanged packaging while making a specific statement on the mail item's packaging and document in proof of posting and simultaneously renouncing any claim for compensation related to the performance of the postal service contract, Magyar Posta will only undertake the performance of the postal contract provided the contents, packaging (with the necessary markings and inscriptions), and sealing and addressing of the mail item thus prepared for dispatch are suitable for performing the postal contract and cannot cause harm or damage to the life, health and physical well-being of natural persons or to other objects, postal equipment and other mail items.

9) Sometimes a foreign country which is an item's place of destination has rules that prohibit, or impose conditions on, the postal carriage of articles and substances whose international dispatch is otherwise permitted by law and these GTC, and fails to inform Magyar Posta of this. Magyar Posta bears no liability for measures taken by the country which is the item's place of destination related to mail items due to mail items not meeting international regulations.

10) If a mail item containing dutiable goods is destined for international mail and in particular for a foreign country which is a place of destination outside the European Union, details of the contents intended for dispatch must be given on the address label for the service used or, in the absence of this, on the customs declaration form CN 22 or CN 23 in order to facilitate customs clearance in the country which is the item's place of destination. When giving details of the contents, general descriptions such as "gift" or "mechanical part" must be avoided because giving the most precise description possible of the contents accelerates customs clearance procedures in the country which is the item's place of destination.

11) Information on articles excluded from postal carriage as well as articles which may only be carried upon certain conditions together with their conditions for posting is given in Appendix 1 published on Magyar Posta's website and in the document "Dangerous goods excluded from transportation by post and transportable on certain conditions".

12) With regard to goods ordered in international e-commerce, the addressee (the customer) must obtain information on and apply the security regulations of the foreign postal service provider which accepts the mail item for forwarding.

### 3.3. Packaging items

1) It is the sender's responsibility to ensure that an item's packaging complies with the conditions for posting given in these GTC and in Appendix 1 published on Magyar Posta's website especially in the cases when the mail item has (manufacturer's) packaging used in

commercial practice or commercially purchased packaging material is used to prepare the mail item for posting.

2) The packaging must be suitable for the nature, characteristics, shape and weight of the contents, and ensure that the quality and good condition of the contents are protected in the course of carriage of the professional standard expected of Magyar Posta. The packaging must ensure that during carriage with the due care expected of Magyar Posta the integrity of the contents of the item is not compromised and that the item does not cause damage to the life, health or physical well-being of natural persons or to other objects, postal equipment and other mail items. The packaging must be sufficiently strong to ensure that the integrity of the mail item is not compromised even if it comes into contact with (is stacked with) other mail items or is subject to physical effects implicit in the use of the automated mail processing technology (turning, placing address side up, grouping). Packaging may be a corrugated cardboard box, a sack, a wooden/metal/plastic box, and for items with content consisting of a single piece (e.g. a cupboard or a radiator) corrugated cardboard or bubble wrap must be used. Furthermore, the packaging must ensure the appropriate temperature required for the contents of a mail item for the entire duration of postal handling and in particular with regard to the extremes of temperature (-25°C and +65°C) which may be encountered in equipment used in the performance of the postal service directly exposed to the weather, e.g. a Parcel Terminal.

Conditions for posting which apply to packing items requiring special packaging for transport (e.g. fragile or dangerous goods) are given in Appendix 1 published on Magyar Posta's website.

2/A) If the mail item intended for posting consists of more than one piece, the separate items must in all cases be put in an overpack (e.g. a corrugated cardboard box, a sack, a wooden/metal/plastic box or film). The overpack and its sealing must be suitable to keep the mail item together in the course of performing the postal service and for permanently bearing the necessary markings and inscriptions.

3) Clean, light-coloured packaging material must be used as cover which does not contain traces of previous postal handling and does not interfere with the legibility of the address label or postal handling and which is suitable for the permanent and easy adherence of the address label, postage stamps and other markings. If the sender packs a mail item in reused packaging material, packaging material that was previously used to wrap a mail item containing hazardous goods bearing the mark for goods subject to ADR (label, UN number, etc.) on its outer surface may not be used to wrap a mail item containing non-hazardous goods.

4) Articles which are not usually wrapped in commercial practice (e.g. tyres, plastic barrels, metal/plastic cans, plastic containers, closed suitcases, handbags, travelling bags) or not wrapped based on a written contract with the sender and whose integrity together with the life, health and physical well-being of natural persons, and the integrity of other objects, mail items and postal equipment can be insured without separate packaging do not need to be packed. Several objects may not be tied together without being wrapped except when fulfilling the provisions of [Appendix 1](#) with regard to dangerous goods transportable on certain conditions and their conditions for posting.

5) The packaging must ensure that the contents cannot be accessed without causing obvious damage to the cover.

6) The envelope or cover used for a postal parcel intended to be dispatched with the insured additional service may not be transparent even in part except for mail items which contain a single piece and mail items which have separate, individually wrapped contents within the packaging as well as mail items which contain several objects wrapped together whose individual items may be transported separately without wrapping in accordance with the provisions of Appendix 1 published on Magyar Posta's website on dangerous goods transportable on certain conditions and their conditions for posting.

7) <sup>-5</sup>

8) Special rules for packaging certain mail items which are not described under this point are given in the separate Product Sheet for each product or service as well as in the document [Instructions on correct addressing and preparation of mail items for dispatch](#) published on Magyar Posta's website.

### 3.4. Sealing items

1) It is the sender's responsibility to ensure that items are sealed as required by these GTC and the posting conditions given in Appendix 1 published on Magyar Posta's website and comply with the contents of the document Instructions on correct addressing and preparation of mail items for dispatch published on Magyar Posta's website. The sealing must ensure that the contents of a mail item cannot be accessed without causing obvious damage to it.

2) <sup>-6</sup>

3) <sup>-7</sup>

#### 3.4.1. Special rules for sealing postal parcels intended to be posted with the insured additional service in domestic and international mail

1) The provisions of paragraph 1) of point 3.4 must be applied when sealing postal parcels with a value up to a threshold of HUF 100,000 intended to be posted with the insured additional service.

2) For postal parcels with a value exceeding HUF 100,000 intended to be posted with the insured additional service, the sender must

- a) adhere, if an envelope is used, a light-coloured label which is affixed by its entire surface to the sealed flaps of the envelope in addition to the existing sealing;
- b) adhere the joining edges of the wrapping material of postal parcels sent in packaging other than an envelope and intended to be posted with the insured additional service with the label described in sub-point a) or tie them with a single piece of knot-free tape and affix the ends of the tape with a label to the cover (the tape must be looped over itself where it meets to ensure that it cannot be removed from the cover of the mail item without cutting the tape);

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<sup>5</sup> Repealed on 1 January 2022.

<sup>6</sup> Repealed on 22 November 2016.

<sup>7</sup> Repealed on 22 November 2016.

- c) ensure that the fully adhered label described in sub-point a) is signed by the sender or that an individual stamp impression is applied in a way that part of the impression is applied to the label and the other part on the cover;
- d) ensure that the labels described in sub-point a) are affixed so that they do not overlap and do not touch.

2/A) Instead of applying the special rules for sealing (point 2)), to seal a mail item Magyar Posta also accepts the sender's own sealing tape that ensures individual identification or a plastic seal ensuring individual identification which is fixed in a way that the tape or seal may only be removed causing obvious damage to the cover or the sealing.

3) An adhered address label may be used provided it is affixed to the cover by its entire surface and cannot be removed without obvious damage to the packaging (cover). A sewn address label may not be used on a postal parcel with a value in excess of HUF 100,000 intended to be posted with the insured additional service.

4) <sup>-8</sup>

### 3.5. Addressing items

1) Items must be addressed in clear, accurate, legible writing. Unless the GTC provide otherwise, the address must contain the name of the addressee as well as the address details given in sub-points b) to d) of paragraph 7). Magyar Posta will not accept items for postal handling with an address that has been changed by crossing out, rewriting or any other means, or which contain traces of previous postal handling. The name of the addressee must appear in its full form on the item or, unless the GTC provide otherwise, on the list of addresses attached to the mail items. More than one name may feature as the addressee.

2) The address must be typed, printed or handwritten in ink or ballpoint pen in Roman script and Arabic numerals on the cover or on an address label permanently affixed to the mail item, and on the accompanying document and list of addresses attached to the mail items ensuring that the text will remain easily legible throughout performing the postal service. The address label produced must contain the postal parcel's address, thus it is not compulsory to mark the address on the cover of the mail item. Unless the addressee gives other instructions, Magyar Posta will perform the postal service contract in accordance with the information provided on the address label. Permanently affixed address labels, in particular for mail items without wrapping, may be hanging, adhered or sewn. The address label must be affixed to the mail item or adhered smoothly to the cover by its entire surface to ensure that it cannot detach during postal handling.

3) The smallest dimensions of the side of postal parcels bearing the address and of hanging address labels: 120 x 175 mm.

4) On the front of letter-mail items, official documents, and mail items containing literature for the blind, a 70 x 100 mm blank rectangular space must be left for the details of the addressee and sender, and for postal notes for any potential additional and supplementary service(s), ensuring that the address of the sender and the addressee are clearly legible and separated.

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<sup>8</sup> Repealed on 1 January 2022.

5) The front of the mail item and in particular the space used for the postage paid marking (the right top corner of the mail item) may not contain a mark, label, imprint, drawing, etc. resembling a postage stamp in its material or shape.

6) On window envelopes the address must be marked on the content placed inside the envelope in a manner ensuring that the address is fully visible and legible through the transparent film when the mail item is sealed. It is important that the inner content must not be able to move to an extent which results in the address label becoming partly or fully hidden. Mail items may not be posted in an envelope with an open window (without the transparent film).

7) Unless the GTC provide otherwise, Magyar Posta regards the addressing of a mail item to be correct if it contains the following data in the order below in Roman script and Arabic numerals (if necessary Roman numerals):

- a) name of the addressee(s);
- b) the destination of the item (name of town);
- c) further address details (name of street, road, square, etc. and house number) including, if applicable, details such as staircase, floor, door and flat number, (the street name and house number as well as further precise address details together are hereinafter referred to as the address);
- d) the Postcode for the address.

7/A) As regards a legal person or other organisation (hereinafter together "organisation"), the provisions of the separate Product Sheet may lay down individual or exclusionary conditions for addressing or posting a mail item in question.

If an organisation subject to bankruptcy proceedings or whose affairs are being wound up or administered by a court is featured as the addressee(s), the abbreviation "cs. a." or "f. a." must be added to the company's full or short name for companies that are subject to bankruptcy proceedings or being wound up respectively, and the abbreviation "v. a." for companies that are being administered.

7/B) Magyar Posta takes the address necessary for the performance of the postal service into account based on the expectations described in paragraphs 7) and 7/A). Unless the GTC provide otherwise, if the sender does not provide these details in full or different pieces of information given in the address contradict each other, Magyar Posta will regard the mail item as undeliverable in accordance with paragraph 1) of point 6.13 without investigating or correcting the address.

8) If the addressee is a post office box holder, the destination town, the postcode of the postal service outlet providing the PO box and the number of the PO box must be given and, if a postal parcel is addressed to a parcel storage address, the postcode of the postal service outlet providing the parcel storage and the number of the parcel storage address must be given. On mail items addressed to a PO box or a parcel storage address, a motto or a made-up name may be used instead of the name of the addressee based on a written contract made with the addressee.

9) The address details of a permanent postal service outlet – with the exception of mail items with contents specifically related to the economic or other activity of the given service outlet – can only be given in the address of mail items that are addressed “Poste restante”. Such address details, similarly to the address details of Parcel Terminals and Postal Points, may not be given as the address of the sender for return delivery. In the address of “Poste Restante” items, in addition to the name of the addressee and the inscription “Poste Restante”, the name and postcode of the postal service outlet where the item is to be collected must be given, and the address label of postal parcels – unless otherwise provided for in a written contract – must bear the addressee’s domestic mobile phone number suitable for receiving text messages, or the addressee’s e-mail address must be made available to Magyar Posta when the address label is produced. Information on the postal service outlets designated for the delivery of “Poste Restante” items is given in column “M” in the document **Post Office List** published on Magyar Posta’s website.

10) In the address of postal parcels addressed to a Postal Point, in addition to the name of the addressee and the destination town of the item, the name, street name, house number and postcode of the Postal Point where the postal parcel can be collected must be marked, and their address label must also bear the addressee’s domestic mobile phone number suitable for receiving text messages, or the addressee’s e-mail address must be made available to Magyar Posta when the address label is produced. Information on Postal Points is given in the document **Postal Points** published on Magyar Posta’s website.

11) In the address of postal parcels addressed to a Parcel Terminal under the provisions of the separate Product Sheet, in addition to the name of the addressee and the destination town of the postal parcel, the number of the Parcel Terminal and the postcode of the delivery point operating the Parcel Terminal where the item can be collected must be marked, and their address label must also bear the addressee’s domestic mobile phone number suitable for receiving text messages. Moreover, the addressee’s e-mail address must be made available to Magyar Posta when the address label is produced. Information on Parcel Terminals is given in the document **Parcel Terminals** published on Magyar Posta’s website.

12) On mail items with addressing listed in paragraphs 9) to 11) the name and address of the addressee as the mail item’s secondary address must also be made available to Magyar Posta in the course of dispatch or by entering this information in the appropriate section of the online Address Label Completion application if the sender uses this program to produce the item’s address label. This is to ensure that Magyar Posta can attempt to deliver the item to the address given as the secondary address in the event that delivery to the primary address is unsuccessful.

12/A) In the case of services related to postal parcels sent to an address where according to the provisions of the separate Product Sheet in respect of the available additional services the services also include getting into contact with the addressee without paying an additional fee, besides the address set out in paragraph 7), Magyar Posta requires that the address label should also contain the addressee’s phone number, or – if it is necessary for providing the additional or supplementary service used – the addressee’s domestic mobile phone number suitable for receiving text messages, or the addressee’s e-mail address must be made available to Magyar Posta when the address label is produced.

- 13) In the address of mail items addressed to places in an inhabited area outside urban areas and items to be delivered through a rural drop point, unless the GTC provide otherwise, in addition to the name of the addressee, the town, the postcode, the number of the rural drop point and, if known by the sender, the number of the letterbox must also be given. If the sender also marked the exact street name, Magyar Posta will use the address specifying the rural drop point in the course of delivery.
- 14) For the universal postal service, except when the sender at the time of the dispatch of non-registered domestic mail sent within the universal postal service confirms in a separate written declaration, indicating the actual piece of legislation precisely, that the items contain information classified as being of public interest which is not directly related to any economic activity and is sent based on the statutory authorisation, and for mail items to be delivered in person, the addressee must be indicated in every case.
- 15) If the address of a mail item intended to be posted under the universal postal service contains a land registry reference number instead of the street name and house number, Magyar Posta will not accept liability for the non-performance or non-contractual performance of the postal service contract entered into for the particular mail item (especially if the delivery of the mail item or its delivery attempt does not take place at the address marked on the mail item).
- 16) On letter-mail items, official documents, and mail items containing literature for the blind, the name of the destination town must, if possible, be indicated on the lower part of the right-hand side of the address section in the manner given by the Hungarian place name gazetteer (Helységnévtár), in compliance with the official form without any suffixes.
- 17) On mail items sent within Hungary by domestic mail the postcode must be indicated in a separate line in the address.
- 18) If a foreign organisation or natural person without a place of permanent or temporary residence in Hungary has a delivery agent, the name (company name) and residence (registered office) of the delivery agent must be marked as the address on the documents to be delivered to the foreign organisation or person.
- 19) If a mail item is returned to the sender, the return address to be used by Magyar Posta may only be an address in Hungary. Magyar Posta will disregard return addresses given ignoring this contractual term and will handle the mail item in accordance with paragraph 7) of point 4.3.4. The sender must indicate its own address (name of sender, address in Hungary of sender, or, pursuant to paragraphs 22) and 23) below, of the principal, and the postcode for the address)
- a) in the top left corner of the front of letter-mail items, official documents, and mail items containing literature for the blind, and on the mail item, its cover or an accompanying list in the cases listed in sub-points a) to c) of paragraph 19/A);
  - b) for postal parcels, on the address label in the cases listed in sub-points b) to c) of paragraph 19/A).
- 19/A) The sender's address details specified in paragraph 19), which Magyar Posta will consider in the event of the potential return delivery of a mail item, need to be given:



- a) on non-registered items if the postage is not paid in cash, by postage stamp or reply coupon (for customers with a written contract);
- b) on registered items and items with free postage except for items containing tenders; and
- c) if the sender is a mail consolidator;
- d) on letter-mail items with dutiable content.

19/B) In the case of posting at the Parcel Terminal – in order to provide the document in proof of dispatch by electronic means and to ensure the availability of the sender’s statement needed for performing the postal service contract – senders must also state their telephone number on the address label, and additionally their e-mail address must be made available to Magyar Posta when the address label is produced.

20) On items containing tenders instead of the sender’s address the word “Pályázat” (Tender), and for postal parcels the address Budapest 1811 must also be indicated.

21) If the sender indicates more than one postal address in Hungary on the item as the return address, the address marked in the first place will be considered, and, if one of the addresses is a post office box address, the PO box address will be used for that purpose. For postal parcels the return address in Hungary of the sender may not be a post office box, Postal Point or Parcel Terminal, nor may it be addressed “Poste Restante”.

22) If a postal service contract is concluded with a mail consolidator, the consolidator and the principal must both be marked as the sender, and the address in Hungary of the consolidator or the principal must also be marked as the return address in every case. Instead of the consolidator’s address in Hungary, the principal’s address in Hungary may be marked on the item as the address for return delivery if the written contract between the consolidator and Magyar Posta includes this and on this basis the consolidator instructs the principal to receive items. In order to exactly identify the sender and the principal, Magyar Posta expects the item to be marked with the names of the respective parties next to the titles or the clear abbreviation of the titles “Feladó” (Sender) or “Konzolidátor” (Consolidator) and “Megbízó” (Principal).

23) If the requirements for identifying the person of the sender and the principal are not fulfilled by marking these titles, Magyar Posta will regard the first person clearly marked in the area containing the sender’s address and other notes as the sender.

24) The sender is obliged to meet the further detailed requirements regarding the addressing and preparation for dispatch of mail items (especially if the mail items are intended to be posted by a mail consolidator) specified by Magyar Posta, which are published on Magyar Posta’s website in the documents

- a) [Instructions on correct addressing and preparation of mail items for dispatch](#), and
- b) for dispatch with an electronic posting list, Technical Documentation and Technological Guide setting out the requirements relating to the production of electronic posting lists and the preparation of items for dispatch to be included on the lists.

25) Information on Magyar Posta’s other requirements related to addressing mail items to be sent by domestic and international mail, and specimen addresses for such items are given on the link containing the Collection of Specimens.

### 3.5.1. Other rules on addressing items intended to be sent by international mail:

- 1) If in the country which is the item's place of destination script or numerals other than Roman script and Arabic numerals are used, the address must also be written in Roman script and Arabic numerals. The name of the destination town and the destination country must be written in capital letters together with the correct postcode. The name of the destination town must be marked in the bottom right of the address section if possible.
- 2) On mail items intended to be sent by international mail the address described in paragraph 7) of point 3.5 must be indicated in accordance with the following:
  - a) the order of the address details given in sub-points b) and c) is different for international mail items: the name of the addressee is followed in the next line by the street name, house number and, if available, other exact address details, followed by the name of the destination town in the third line of the address;
  - b) in addition to the above, the name of the country which is the item's place of destination in Hungarian must also be marked. It is advisable to indicate the name of the country in English as well in order to ensure smooth international processing.
- 3) <sup>9</sup>
- 4) The postcode must be indicated as part of the address before the name of the destination town in the same line.
- 5) If the addressee is a post office box holder, the destination town, postcode of the postal service outlet providing the PO box and the number of the PO box must be given, and if a postal parcel is addressed to a parcel storage address, the postcode of the post office providing the parcel storage and the number of the parcel storage address must be given. On mail items addressed to a PO box or a parcel storage address, a motto or a made-up name may be used instead of the name of the addressee based on a written contract entered into with the addressee.
- 6) In the address of mail items addressed as "Poste Restante", in addition to the name of the addressee, the name and postcode of the postal service outlet where the item is to be collected must be given together with the country which is the item's place of destination, and the inscription "Poste Restante" must also be marked in the address.
- 7) The cover or the envelope may only contain one postal address for the sender as well as the addressee.
- 8) Mail items with a front that is partly or fully divided into several parts for the purpose of writing continuous addresses into them may not be posted.
- 9) Special rules for addressing certain mail items which are not described under this point are given in the separate Product Sheet for each product or service.
- 10) <sup>10</sup>

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<sup>9</sup> Repealed on 13 July 2015.

<sup>10</sup> The provisions given in this paragraph are contained in paragraph 25) of point 3.5 as of the date of entry into force of the modification (1 January 2021).

### 3.6. Other general rules

#### 3.6.1. Documents in proof of dispatch, address labels and accompanying documents

1) The printed forms necessary for using postal services related to mail items intended to be posted in accordance with single-piece tariffs will be made available by Magyar Posta free of charge in the quantity corresponding to the mail items being dispatched at the given time. Such forms must be handed over to Magyar Posta fully completed, containing the same addressee's and sender's (return) address details as given on the mail item, (except for data to be completed by Magyar Posta) at the time of posting the item unless the separate Product Sheet provides otherwise.

2) For mail items posted as registered, Magyar Posta provides the sender with a document as proof of posting on paper or in an electronic form in order to acknowledge entering into a postal service contract.

3) The document proving posting may be substituted by a code that may be traced by both parties electronically or by an electronically recorded database (hereinafter referred to as the "electronic posting list") as well as a document in proof of posting with individual content. Magyar Posta sets out the requirements relating to the production of electronic posting lists and to the preparation of items for dispatch to be included on the lists, which the sender is obliged to fully meet, in the Technological Guide and the Technical documentation.

3/A) When customers who do not have a separate written contract post

- a) priority and non-priority identified letters;
- b) contractual discount identified direct mail;
- c) domestic registered letter-mail items;
- d) registered letter-mail items addressed to an international address, and
- e) non-registered letter-mail items with dutiable content addressed to an international address

with an electronic posting list at postal service points indicated as a mobile post service in the document Post Office List published on Magyar Posta's website, a paper-based posting list in two copies containing the details of the mail items on the electronic posting list as well as Magyar Posta's confirmation of the receipt of the sent electronic posting list must be made available to Magyar Posta.

3/B) When domestic registered letter-mail items as well as international non-registered letter-mail items and international registered letter-mail items intended for dispatch with dutiable content are posted with an electronic posting list, Magyar Posta's confirmation of the receipt of the sent electronic posting list must be made available to Magyar Posta.

4) The sender acknowledges that Magyar Posta may place an imprinted advertisement containing information of public interest or information regarding a postal service on the document proving posting or on the mail item or its accompanying document provided this does not influence the legibility of the address of the addressee and sender of the mail item.

5) The address label prepared according to the given technical guide or the appropriately completed accompanying document available from the postal service outlet placed in the self-

adhesive plastic pouch used for this purpose must be affixed to the front (on the flat surface of the biggest side) of the items according to the provisions of the separate Product Sheet.

6) Information about the documents in proof of dispatch, address labels and accompanying documents for services and products is given in the separate Product Sheets.

7) Information on completed specimens of the documents in proof of dispatch, address labels and accompanying documents is available in the Collection of Specimens.

### 3.6.2. Technical specifications

1) Senders with a written contract with Magyar Posta concluded for this purpose may produce the documents in proof of dispatch, the address labels and accompanying documents, barcode identifier and other postal labels required for posting mail items themselves, or have them produced based on the technical guide made available by Magyar Posta (but they must be approved by Magyar Posta before use). Unless a relevant written agreement provides otherwise, the production of the address label or barcode identifier based on the technical guide or the software provided by Magyar Posta is the task of the sender.

2) Information about the technical specifications for services and products (documents in proof of dispatch, address labels and accompanying documents, barcode identifier, label) is given in the separate Product Sheets.

### 3.6.3. Other information on posting items sent by international mail:

1) Import bans (restrictions) related to the contents of mail items may be in force in the destination country and in the countries participating in mail handling.

2) In relation to items intended to be sent by international mail, information on import bans known to Magyar Posta is available from the Range of Articles Excluded from International Mail Traffic or Articles Transportable on Certain Conditions published by the Universal Postal Union (UPU) and maintained by the foreign postal operators as well as Magyar Posta's Central Customer Service. Magyar Posta assumes no liability for not providing comprehensive information. Attention must be paid to special rules relating to the carriage of hazardous goods by air, which must be taken into account and applied in addition to those for road transport. Furthermore, it must also be noted that airlines may have stricter regulations than those prescribed by the general and special regulations, thus it is advisable to seek advice in every case prior to the transport of such goods.

Prior to posting the items, further information regarding special provisions for specific countries can be obtained from each country's embassy or trade mission in Hungary.

3) Further conditions for posting necessary for the customs clearance of mail items addressed and intended to be sent to a foreign destination – including countries or the territories of countries outside the European Union customs border – are given in the provisions for export items described in the separate Product Sheet about the postal customs agent service provided by Magyar Posta.

4) Certain countries lay down specific customs regulations regarding import mail items to their country, primarily concerning the duty and tax burdens related to the item's contents and quantity, as well as certain preliminary requirements prior to import. Information regarding

these can be obtained from each country's embassy or trade mission in Hungary prior to posting the items.

5) In order to accelerate delivery and, if necessary, customs clearance for a mail item intended to be sent abroad by international mail, it is expedient to indicate the addressee's telephone and fax number or e-mail address as well. This information should only be indicated provided the sender of the item has obtained the appropriate legal grounds for this from the addressee.

6) Information on the conditions for posting and the delivery of items intended to be sent by international mail is given in the Country Guide.

### 3.7. Interruption of service

1) Interruption preventing the use of the universal postal service means a planned or unplanned temporary suspension of the operation of postal establishments during which time the provision of the universal postal service cannot be ensured within the normal course of business but, after the circumstance causing the suspension has ceased, the provision of the universal postal service will resume on conditions at least equivalent to those preceding the suspension.

2) Magyar Posta provides information about planned interruptions in the provision of the universal postal services by announcement in the customary manner at the postal establishment in question prior to the planned date of the temporary suspension. Magyar Posta keeps an up-to-date version of the information relating to the daily opening hours of permanent postal outlets in the **Post Office List** published on Magyar Posta's website in order to provide information about planned interruptions.

3) <sup>11</sup>During unplanned interruptions in the use of the universal postal service which last for more than 3 continuous working days Magyar Posta advises users and the general public about where and when the universal postal service can be accessed through Magyar Posta's Central Customer Service and in the **Post Office List** published on Magyar Posta's website. In the period of unplanned temporary suspension of service affecting a permanent postal service outlet, provided this is not excluded by the nature of the circumstance causing the interruption, Magyar Posta is obliged to give information in writing about the location and accessibility of the nearest permanent postal service outlet in time, positioned at the entrance of the permanent postal service outlet affected, in a manner that is also visible at the time when the establishment is closed.

4) Magyar Posta may refuse to enter into a postal service contract if the conditions required to perform the service are temporarily unavailable due to reasons beyond its control.

5) In order to comply with ADR regulations or dependent on the availability of its transport capacity, Magyar Posta may restrict the use of certain postal products or services, additional services and/or supplementary services if the contents of the mail item are deemed dangerous under the provisions of points 1 to 3 of Chapter II of the document Appendix 1 published on Magyar Posta's website.

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<sup>11</sup> Unless stated to the contrary by Magyar Posta, the date of entry into force of the change in this paragraph is 15 September 2023.

### 3.8. Contents and conclusion of a written contract

1) If a written contract is concluded for the use of a service offered by Magyar Posta (including additional and supplementary services), with regard to its provisions the provisions of the Civil Code must be applied unless otherwise provided by an agreement between the parties, these GTC or the Product Sheet. In the written contract Magyar Posta may undertake the fulfilment of additional and supplementary services which are not contained in these GTC or in the separate Product Sheet.

2) A condition of concluding a written contract is for the party contracting with Magyar Posta to provide proper proof of identify and of entitlement to conclude contracts. Magyar Posta regards the other party as properly identified if the identity of the other party is proved in accordance with paragraph 6) of point 6.10 and, in the event that the other party is acting on behalf of another natural person or an organisation, his or her power of representation is supported by an authorisation in the case of a natural person and the documents listed in paragraphs 1), 3) and 5) of point 6.10 in the case of an organisation.

3) In interpreting these GTC, Magyar Posta will hereafter also regard contracts which are concluded online by completing an electronic order after preliminary registration on the website [www.posta.hu](http://www.posta.hu) (My Post page) as a written contract.

### 3.9. Other conditions related to the receptacles used to ship mail items to their place of use

1) Magyar Posta will act as follows with regard to the receptacle that is used by the sender to ship the mail items to the acceptance points indicated in sub-points a) and b) of paragraph 2) of point 4.3.1 of these GTC which is not classified as packaging for the mail pursuant to point 3.3:

- a) provide instead of an EUR standard pallet a suitable exchange pallet for the EUR standard pallet used by the sender – whenever possible after the receipt of the mail for dispatch or at a later time,
- b) only return non-EUR standard (“one-way”) pallets – whenever possible after the receipt of the mail for dispatch or at a later time – if the sender arranges for its removal as agreed on the spot.

2) The pallet is compliant with the EUR standard referred to in paragraph 1) if

- a) its area is 80 x 120 cm;
- b) the height of the feet is 7.8 cm, and the overall height including the connecting elements is 14.4 cm;
- c) on both long sides of the pallet and on the corner block on the right side the European standard pallet mark (the letters EUR in an oval frame) is clearly visible;
- d) on both long sides of the pallet and on the corner block on the left side the mark of the approving agency (PK, DB, MÁV) is clearly visible;
- e) a six-digit code which contains the mark of the certifying body and the date of production is clearly visible on the centre block.

3) The sender acknowledges that at the time when the mail items are shipped by the sender to the acceptance points indicated in sub-points a) and b) paragraph 2) of point 4.3.1 of these GTC Magyar Posta will classify the EUR standard pallet used by the sender as new/almost new (“white”) or used/repaired (“not white”). Magyar Posta will classify the damage-free state of

the visible elements prior to unloading, and then, after the mail items have been unloaded from the pallet, it will also classify the damage-free state of the elements that were not visible at the time of acceptance. Depending on the result of the latter classification, Magyar Posta may change the previous classification of the EUR standard pallet used by the sender. If the receptacle used by the sender is deemed to be damaged by the latter classification, Magyar Posta will return it to the sender.

### 3.9.1. Conditions of placing mail items onto receptacles

1) Individual mail items or more than one mail item simultaneously must be placed on or in the receptacle used for their transport in accordance with the following:

- a) mail items up to 40 kg each must be prepared for dispatch separately for each individual item in accordance with the conditions of packaging stipulated in point 3.3 and the conditions for posting given in Appendix 1 on Magyar Posta's website;
- b) the maximum weight of the mail items and/or the unit loads should not exceed the load-bearing ability of the receptacle (e.g. pallet, container) and the weight together with the receptacle may be 1,000 kg at most;
- c) the mail items and/or the unit loads used in preparation for their dispatch (unit box, box, sack) must be placed next to and above each other tightly so that no empty, unexploited space is left, while ensuring that no parts overhang the edge of the receptacle and the height including the receptacle does not exceed 1,600 mm;
- d) the mail items and/or the unit loads used in preparation for their dispatch (unit box, box, sack) must be affixed to the receptacle to prevent movement and shifting in an appropriate way, e.g. by straps, placement in a frame or covering in shrink wrap; shrink wrap of a thickness of at least 20 microns or more is expected and it must be applied by wrapping in several layers at least the top two rows of the mail items and/or unit loads placed in a number of rows and then affixing the wrap to the corner of the receptacle at the bottom;
- e) when using a receptacle that is not classified as the packaging of a mail item in accordance with point 3.3 and in the placement of mail items and/or unit loads in accordance with sub-points c) and d), it must be ensured that during carriage with the due care expected of Magyar Posta the life, health or physical well-being of natural persons is not jeopardised and no damage is caused to other objects, postal equipment and other mail items.

2) A receptacle that is not classified as the packaging of a mail item in accordance with point 3.3 must be suitable for handling with mechanical equipment or manually.

3) If the customer provides Magyar Posta with manual handling equipment to move the handed over receptacle used for the transport of mail items prepared for dispatch in accordance with paragraphs 1) and 2), it is the customer's responsibility to ensure that the handling equipment is in a condition suitable for proper and accident-free use. Inasmuch as the size/weight/number of the receptacle(s) makes the use of mechanical handling necessary in addition to the tail lift at the rear of the lorry provided by Magyar Posta, the mechanical handling equipment and a duly qualified person able to operate the equipment must be provided by the customer handing over the receptacle.

## 4. The postal service contract

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### 4.1. The postal service contract – contracting parties

- 1) The contracting parties of the postal service contract are the sender and Magyar Posta, and the subject of the contract is the provision of the postal service.
- 2) The postal service is a service covering the acceptance, collection if necessary, processing, transport and delivery of mail items, or any of these activities, provided in the framework of an economic activity.
- 3) Magyar Posta may involve a postal contractor intermediary (hereinafter referred to as the Post Partner) in the provision of the postal service who will perform this activity in the name, for the benefit and under the liability of Magyar Posta.
- 4) The sender is the person who enters into a postal service contract with Magyar Posta in the sender's own name.

### 4.2. Subject of the postal service contract

- 1) Pursuant to the postal service contract Magyar Posta undertakes to accept from and forward for the sender mail items of the content, packaging, sealing, size, addressing and weight that are weighed together with the necessary labels and accompanying document required for using the service and meet the criteria specified in these GTC and relevant legislation for a fee, and to deliver, or attempt to deliver, such items to the addressee or other authorised recipient at the address indicated by the sender unless otherwise instructed by the addressee within the specified time limit if the sender chose the time-guaranteed service/additional service. Magyar Posta undertakes to conclude the postal service contract based on the conditions indicated in the provisions of the separate Product Sheets for the given product or service for the contents that may be placed in the item, and for the mail item's size, weight and other typical characteristics in accordance with the sender's instructions, and accordingly to handle and charge for the mail item in the course of the provision of the service as a letter-mail item, official document or mail item containing literature for the blind, or a postal parcel.
- 2) It is the sender's duty to ensure the general conditions for using the service, and in particular those related to the contents, packaging, sealing and addressing of the items, in accordance with the provisions of point 3 of these GTC prior to concluding the postal service contract.
- 3) Magyar Posta accepts, handles and prices domestic mail items intended for dispatch addressed to a postal address that cannot be delivered to a letterbox due to their dimensions only as registered mail items not classified as a letter-mail item. In defining the dimensions of mail items that cannot be delivered to a letter box Magyar Posta considers the size of the standard letterbox pursuant to MSZ EN 13724:2013 and the dimensions of the mail items that can be delivered to the standard letterbox (maximum size: 324 mm x 229 mm x 24 mm).
- 4) A mail item is an item with a maximum weight of 40 kg – including, if applicable, the receptacle and the unit load (unit box, box, sack, pallet, container) – which has an address on the item itself, on its packaging or on the attached list of addresses, or any item qualifying as a



mail item under the relevant legislation. For the purposes of these GTC mail items are letter-mail items (correspondence), official documents literature for the blind items and postal parcels.

5) Registered items are mail items whose

- a) acceptance is acknowledged by Magyar Posta to the sender in writing or by other means providing proof
- b) whose delivery to the authorised recipient is acknowledged by Magyar Posta on the document specifically for this purpose or on another technical device for recording the fact of delivery, or using another method enabling the recording of the identifier verifying the entitlement to receive the item in accordance with point 6.4.4.

5/A) Of the services offered in these GTC, postal services related to registered mail items are classified as services which subsequently provide proof of posting a mail item.

6) Under the universal postal service Magyar Posta ensures the acceptance of mail items listed under point 7) on working days as well as the attempted delivery to the address fulfilling the obligation laid down in points 11.2.1 to 11.2.4 and 11.2.6 to 11.2.7, taking into account the exceptions laid down by law.

7) Services related to the following mail items are classified as universal postal services:

- a) non-registered domestic and international mail items weighing no more than two kilograms other than the items defined in sub-points b) to d);
- b) postal parcels sent to a domestic or international destination weighing no more than ten kilograms;
- c) domestic and international mail items containing literature for the blind; and
- d) official documents.

7/A) Irrespective of the weight limit specified in sub-point b) of paragraph 7), Magyar Posta ensures under the universal postal service the delivery of postal parcels arriving in Hungary from abroad which are covered by the Parcel Post Regulations described in sub-point c) of paragraph 3) Chapter 2 and weigh at most 20 kg.

8) Furthermore, under the universal postal service and based on the sender's instructions, Magyar Posta enables the use of the registered additional service for mail items specified under sub-points a) and c) of paragraph 7), and the use of the advice of delivery additional service for items specified under sub-points a) to c) of paragraph 7) - with the exception of postal parcels sent internationally pursuant to the statute specified in sub-point c) of paragraph 3) of point 2) of these GTC ratifying the international agreement concluded based on the Constitution of the Universal Postal Union - as well as the use of the insured additional service for the postal parcel specified under sub-point b).

#### 4.2.1. Universal postal services

1) Services related to letter-mail items

- a) Services available with domestic letter-mail items
  - aa) Priority and non-priority letter, postcard, picture postcard
  - ab) Priority and non-priority identified letter (postcard, picture postcard)
  - ac) Domestic reply mail service

- ad) Contractual discount direct mail (k-dm)
  - ae) Contractual discount identified direct mail (k-dm)
  - b) Services available with international letter-mail items
    - ba) Priority and non-priority letter, postcard, picture postcard
    - bb) -<sup>12</sup>
    - bc) International business reply mail service
    - bd) -<sup>13</sup>
    - be) -<sup>14</sup>
  - 2) Official document, official document to addressee in person
  - 3) Services related to postal parcels
    - a) Services available with postal parcels in domestic mail
      - aa) MPL Postal Parcel
    - b) Services available with postal parcels in international mail
      - ba) Priority and non-priority international postal parcel
  - 4) Literature for the blind items
- 4.2.2. Items that can be posted under a postal service substituting the universal postal service
- 1) -<sup>15</sup>
  - 2) Magyar Posta provides and may provide postal services substituting the universal postal service based on conditions other than those specified in these GTC and laid down by written contract with individual tariffs.
- 4.2.3. Items that can be posted under a postal service not substituting the universal postal service
- 1) Domestic services related to letter-mail items
    - a) -<sup>16</sup>
  - 2) Services related to postal parcels
    - a) Services available with domestic postal parcels
      - aa) -<sup>17</sup>
      - ab) -<sup>18</sup>
      - ac) -<sup>19</sup>
      - ad) MPL Business parcel
      - ae) -<sup>20</sup>
    - b) Services available with international postal parcels
      - ba) International EMS express mail

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<sup>12</sup> Repealed on 28 October 2019.

<sup>13</sup> Repealed on 1 January 2017.

<sup>14</sup> Repealed on 1 January 2025.

<sup>15</sup> Repealed on 30 March 2020.

<sup>16</sup> Repealed on 1 January 2022.

<sup>17</sup> Repealed on 30 March 2020.

<sup>18</sup> Repealed on 1 January 2019.

<sup>19</sup> Repealed on 22 November 2016.

<sup>20</sup> Repealed on 1 January 2019.

- bb) Europa+ parcel
- bc) MPL Europe Standard parcel
- bd) <sup>-21</sup>
- be) International commercial parcel (only by written contract, pursuant to the provisions of the written contract)
- bf) Posta Sped International (only by written contract, pursuant to the provisions of the written contract)
- bg) <sup>-22</sup>

#### 4.3. Conclusion, amendment, refusal and termination of the postal service contract

##### 4.3.1. Conclusion of the postal service contract

- 1) The postal service contract is concluded between Magyar Posta and the sender upon the acceptance of the mail item at the acceptance point or by undertaking to perform a service.
  - 2) Magyar Posta's acceptance points:
    - a) postal service outlets classified as acceptance points that are not at operational units;
    - b) Acceptance Points at Operational Units;
    - c) postboxes, the Parcel Terminal and other devices for the acceptance of mail items ensuring their safety and integrity.
- 2/A) A mail item is deemed to be accepted for postal handling, after the completion of its preparation for dispatch, when
- a) at postal service outlets marked as a permanent postal service outlet in the Post Office List published on Magyar Posta's website and at Acceptance Points at Operational Units
    - aa) an unregistered, unidentified mail item is placed under the personal, sole and direct supervision of Magyar Posta;
    - ab) the ID number of an identified or registered mail item is recorded in Magyar Posta's IT network;
    - ac) based on a separate written contract, under postage on credit, the electronic document containing all the required data confirming the dispatch of a mail item prepared for posting is produced;
  - b) at postal service outlets marked as a mobile post service in the Post Office List published on Magyar Posta's website
    - ba) an unregistered, unidentified mail item is placed under the personal, sole and direct supervision of Magyar Posta;
    - bb) Magyar Posta's date stamp is applied to the document proving the posting of a registered, identified mail item;
  - c) Magyar Posta's date stamp is applied to the document proving the posting of a mail item prepared for dispatch at a mobile post or on an unregistered mail item;

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<sup>21</sup> Repealed on 21 July 2017.

<sup>22</sup> Repealed on 1 January 2021.

- d) the sender places an unregistered, unidentified mail item in a postbox or a similar piece of equipment for the safe acceptance of mail in an undamaged condition, such as a rural drop point;
- e) the sender places a postal parcel into the Parcel Terminal and, by closing the door of the locker, transfers the mail item to the sole supervision of Magyar Posta.

3) The date and time when the sender appears at the acceptance counter in order to hand over a mail item for acceptance and dispatch, and the actual date and time of acceptance on the completion of the preparation of the acceptance activity (i.e. entering into a postal service contract unless this happens at the time of undertaking a service) may differ, especially in periods of heavy traffic (e.g. period of tax returns, last day of posting deadlines). Magyar Posta marks the date of the actual day when the postal service contract is entered into (omitting the time on that date) on the document issued in proof of dispatch and (also) on the mail item if a date stamp is used on it. When the time-guaranteed service/additional service is used, the specific time is marked in addition to the date on the document issued in proof of dispatch.

4) If the sender has an interest in posting a mail item by or at a specific time or in having the acceptance of a mail item (i.e. entering into a postal service contract) acknowledged by or at a specific time, the sender must pay attention to the fact that the date and time of appearing at the acceptance counter in order to dispatch a mail item, and the actual date and time of acceptance on the completion of the preparation of the acceptance activity (i.e. entering into a postal service contract unless this happens at the time of undertaking a service) differ, and must bear in mind the differences in the operation of the acceptance points including opening hours, period of availability and possibly longer than average queuing times in extraordinary periods as described above.

#### 4.3.2. Amendment of the postal service contract

##### 4.3.2.1. Contract amendment initiated by the sender – subsequent instructions

1) The sender of a mail item may give a subsequent instruction to change the address details of the mail item, and – unless the separate Product Sheet provides otherwise – may cancel the registered service or an additional service element offered as part of the basic fee based on the definition of the product/service, or may request, make amendments to or cancel any additional and supplementary service available for a separate fee as well as the priority service, or request the return of the mail item.

1/A) Based on the principle of good faith and fair dealing, the contract may be amended by the sender's subsequent instruction insofar as it is compatible for Magyar Posta with the already commenced performance of the original postal service contract. If the sender requests the return of the mail item by giving a subsequent instruction, the provisions of the GTC, point 4.3.4, will prevail.

2) Magyar Posta endeavours to fulfil subsequent instructions, but accepts no liability in the event of non-performance due to reasons beyond its control. Subsequent instructions may be given prior to the attempted delivery of the mail item.

3) Subsequent instructions, with the exception of a request to return a mail item made at the postal service outlet which accepted the mail item for postal handling, may be given at any

postal service outlet in writing by presenting proof of the sender's identity and the original document in proof of dispatch for the mail item (dispatch receipt, paper-based or electronic posting list, dispatch book), or for non-registered letter-mail items and mail items containing literature for the blind by attaching a copy of the mail item's address label which is identical to the original. Magyar Posta will return the original document in proof of dispatch (dispatch receipt, paper-based or electronic posting list, dispatch book) of registered mail items after the instruction has been registered. The sender may authorise other persons to give subsequent instructions by providing a letter of authorisation for this purpose.

- 4) For subsequent instructions an extra fee covering the costs incurred by changing the postal service contract must be paid.
- 5) If changing the address of the mail item results in its forwarding to another postal service outlet or the return of the mail item, the sender must also pay the fee for forwarding or returning the mail item.
- 6) Magyar Posta's publication **Country Guide** and the Central Customer Service provide information about the possibility and range of subsequent instructions that can be given for mail items sent abroad as well as the countries providing this service together with information regarding the countries excluded from this service.

#### 4.3.2.2 Contract amendment initiated by Magyar Posta

- 1) In the course of accepting mail items dispatched at postal service outlets qualifying as acceptance points under the contract for services paid on credit, compliance with the dispatching conditions may be fulfilled by Magyar Posta without the sender being present. If Magyar Posta finds a non-conforming mail item (packaging, sealing, addressing) or an inappropriate entry in the relevant document, Magyar Posta will correct them. Magyar Posta also inspects whether the tariff established by the sender is correct and rectifies inappropriate data if the tariff is incorrect
- 2) Doing or completing the preparations for acceptance of a quantity of mail intended to be posted under postage on credit and handed over on a paper-based posting list may be carried over from the day of the handover to the next working day, so the date of entering into the postal service contract (of accepting the mail item) for all the mail items handed over on a paper-based posting list is the date marked by Magyar Posta on the posting document.
- 3) If the inspection performed during the process of completing the activity in preparation for acceptance specified in paragraphs 1) and 2) identifies differences or irregularities that cannot be corrected, the mail items and the paper-based posting list or dispatch book will be returned to the sender in order to have them corrected or rearranged, or a new paper-based or electronic posting list issued.
- 4) Following acceptance, Magyar Posta may check the weight and three dimensional sizes of the mail items dispatched by senders having a separate written contract and the relevant data indicated in the electronic posting list without the sender being present. If in the course of the inspection Magyar Posta finds discrepancy between the real data and the data indicated in the electronic posting list, Magyar Posta may correct them, may assign additional services that

may be necessary depending on the nature of the content, and may subsequently invoice the resulting difference in fee.

#### **4.3.3. Refusal to conclude a postal service contract**

- 1) Magyar Posta may refuse to enter into a postal service contract if
  - a) the fulfilment of the postal service contract infringes the law or an agreement executed under an international agreement concluded in accordance with the Universal Postal Convention;
  - b) paragraph 2) of point 3.2 applies;
  - c) paragraph 8) of point 3.2 applies if the sender does not comply with its obligation to provide evidence;
  - d) the preparation of the mail item for posting (e.g. the fulfilment of the condition described in paragraph 3) of point 3.3 with regard to the reuse of packaging material) or the data required for the performance of the postal service contract given on the documents in proof of dispatch, on the address labels or on the accompanying documents do not comply with the regulations specified in point 3) of these GTC or other regulations laid down in Appendix 1 published on Magyar Posta's website or referred to by the separate Product Sheet.
  - e) in accordance with the provisions of paragraph 8/A b) of point 3.2, the sender fails to make the written statement described in that point.

1/A) Concluding a postal service contract, or using any additional and supplementary service or discount simultaneously with concluding a postal service contract infringes the law particularly if there is reasonable suspicion that the user's intention in using the service violates the principle of good faith and fairness, or if concluding a postal service contract is deliberately intended to circumvent a restrictive or exclusive provision laid down by law with regard to obtaining, marketing or forwarding the contents of a mail item.

1/B) Concluding a postal service contract infringes the law if a letter-mail item sent to a country outside the European Union's customs border under the scope of the Universal Postal Convention has dutiable contents rather than containing a personal communication (only or in part) but the sender has failed to attach a CN 22 or CN 23 customs declaration form to the mail item.

2) If Magyar Posta becomes aware of any of the reasons for refusal specified in point 1) after the conclusion of the postal service contract, Magyar Posta is obliged to refuse to perform (or to continue to perform) the service, and notify the sender thereof providing the reason hindering the performance of the service or the continuation of the performance of the service. Any additional costs incurred by returning the mail item to the sender or by delivering it to another location (including those incurred by official actions) must be borne by the sender.

3) Apart from the reasons described in paragraph 1), Magyar Posta may only refuse to enter into a universal postal service contract with respect to mail items conforming with the weight and size limits to be sent under the universal postal service if the provision of the universal postal service is suspended or restricted in accordance with point 3.7 or in accordance with the law.

#### 4.3.4. Termination of the postal service contract

##### 1) The postal service contract will terminate

- a) if the termination of a postal service contract for a non-registered mail item is initiated by the sender following its acceptance but prior to the collection of mail;
- b) if the sender initiates the termination of a postal service contract for a registered mail item provided that the sender's declaration to this end can be fulfilled based on paragraph 2) and
  - ba) Magyar Posta acts in accordance with this or
  - bb) the contents of the declaration are not fulfilled due to reasons attributable to Magyar Posta;
- c) if Magyar Posta refused to perform the postal service contract after entering into the contract;
- d) when Magyar Posta has performed the service undertaken in the postal service contract.

##### 2) Magyar Posta considers the sender's declaration to terminate a postal service contract possible to fulfil if

- a) a registered mail item sent to a domestic destination or arriving from abroad to Hungary is still in the phase of preparation for delivery;
- b) a mail item sent to a foreign country (to be delivered abroad)
  - ba) is still being handled by Magyar Posta;
  - bb) or – if it has already been forwarded from Hungary – is still in the phase of preparation for delivery by the foreign postal service provider participating with Magyar Posta in fulfilling the service and the foreign service provider's general terms and conditions do not explicitly exclude the possibility of terminating a contract (returning the mail item).

3) Magyar Posta will endeavour to fulfil the request contained in the sender's declaration to terminate a postal service contract but accepts no liability in the event of non-performance. In the event that the postal service contract is terminated as described in this paragraph, Magyar Posta will reimburse the fee paid upon posting, reduced by the costs incurred, to the sender.

##### 4) If the sender

- a) terminates the postal service contract after posting a mail item while the mail item is still at the acceptance point, Magyar Posta will reimburse the postage paid;
- b) terminates the postal service contract after the mail item has been forwarded from the acceptance point to the sorting centre, Magyar Posta will reimburse the difference of the postage paid and the costs incurred in order to perform the postal service contract.

##### 4/ A) Magyar Posta will perform the service undertaken in the postal service contract

- a) by delivering the mail item to the authorised recipient, or
- b) <sup>23</sup>by returning to the sender mail items that cannot be delivered to the authorised recipient in accordance with the provisions of these GTC and in particular of paragraph 2) of point 4.3.3, or
- c) by retaining mail items that cannot be returned to the sender as described in paragraph 7) and following the process thereafter.

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<sup>23</sup> The date of entry into force of the change in accordance with this paragraph is 6 January 2024.

5) Unless a written contract between Magyar Posta and the sender provides otherwise, Magyar Posta will not deliver a mail item if the sender – or the addressee or authorised recipient under the additional “addressee pays” service – failed to pay the postage.

6) Magyar Posta will return the mail item described in paragraph 5) to the sender. Upon return delivery, Magyar Posta may make the handover of the mail item to the sender conditional on the reimbursement of the costs of the return. Information on this is available from the document “Other fees related to postal services” published on Magyar Posta’s website. If the sender does not reimburse the costs of the return delivery or the return is not possible for reasons beyond Magyar Posta’s control, the mail item will be classified as undeliverable.

7) Magyar Posta will retain the undeliverable mail item. With regard to retention Magyar Posta will apply the rules of the Civil Code concerning responsible custody with the following exceptions. Magyar Posta will

- a) keep mail items for three months from their date of posting and then destroy them, except for the cases specified in sub-points b), c) and d);
- b) keep postal parcels for three months from their date of posting and then open them;
- c) open postal parcels with no address on their packaging immediately if it can be reasonably expected that Magyar Posta would find out the name and address of the addressee by so doing because the person claiming to be the addressee makes available to Magyar Posta the confirmation provided by the sender about the contract concluded between the sender and the addressee which also contains the full price paid in relation to the sale of a product;
- d) open mail items immediately if there is suspicion that the content of a mail item is hazardous or perishable, the retention of which cannot be expected of Magyar Posta for the period specified in sub-points a) and b).

8) After opening an item, if the mail item contains goods of commercial value, Magyar Posta will sell the goods, and in other cases will destroy the contents of the mail item.

9) Magyar Posta performs the opening, sale and destruction of mail items in a two-member committee and records the events. Magyar Posta appoints the members of the committee from its employees, members, agents or postal contractors. Magyar Posta retains the record of the events for one year from the date of posting.

10) Magyar Posta devotes the proceeds from the sale of items described in paragraph 8) to reducing the costs generally incurred by the retention of undeliverable mail items or retains them for this purpose.

## **5. Settling fees for services**

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### 5.1. Establishing and settling the fees for services

1) Users of services must pay the fees for the services/additional and supplementary services used as announced in these GTC in the legal tender of Hungary in accordance with the provisions of the separate Product Sheets.



2) The fees payable for the postal service/additional and supplementary services must be paid upon the conclusion of the postal service contract unless the law or the parties provide otherwise. The conditions for the means of paying the fees for certain services/additional and supplementary services (cash, bank transfer, payment transaction by bank card, and the application of the provisions of the GTC for Magyar Posta's Loyalty Card Programme published on Magyar Posta's website) must be borne in mind. These are described in the provisions of the separate Product Sheet for the given service/additional and supplementary service.

2/A) Magyar Posta provides information in situ at the postal service outlets about the possibility of using bank cards for payment transactions at certain postal service outlets as well as the potential occurrence of temporary reasons excluding the possibility of using a bank card and about the actual workplaces with the appropriate IT background to offer this payment option together with the range of services available there. At postal service outlets marked as a mobile post service in the **Post Office List** published on Magyar Posta's website, payment transactions using a bank card are classified as cash withdrawal.

3) No indication referring to the payment of a fee or to its means of payment may appear on a mail item unless the settlement of the fee for the service or additional/supplementary service took place at the time the postal service contract was entered into or at another time stipulated by law or by the agreement of the parties.

4) The service fee is comprised of the basic fee and the fee for any requested additional or supplementary service. Information about the amount of discounts provided by Magyar Posta related to postal services and the conditions is available from the document Discount System for Postal Services.

5) Information on the postage paid marks used by Magyar Posta is given in the document Postage Paid Indicia published on Magyar Posta's website.

## 5.2. Means of paying for postage

### 5.2.1. Paying for postage using a postage stamp

1) Postage stamps are stamps issued by Magyar Posta which can be used to pay for the postage of mail items and are marked with their face value and the country's name "Magyarország" or its foreign language equivalent, e.g. Hungary.

2) Magyar Posta accepts postage stamps with a face value in whole Hungarian forint issued in Hungary after 1 August 1946 marked with the inscription "Magyarország" only to settle the fee for postal services for letter-mail items that can be posted under the universal postal service.

3) Magyar Posta does not accept the following items to settle the fee for postal services for letter-mail items that can be posted under the universal postal service:

- a) cut out or separated postage stamps, value indications, value imprints or the black print versions of postage stamps;
- b) postage stamps or postage paid indicia already used to pay for postage earlier or which are damaged or incomplete;
- c) postage stamps which are adhered on each other, one covering the other;

- d) postage stamps or postage paid indicia which are not clearly visible and postage stamps which cannot be cancelled in accordance with the rules;
  - e) postage stamps or other postage paid indicia on which the stamp design or the postage paid indicia have been altered in any way;
  - f) postage stamps and other postal articles of value with a face value in fillér and not whole forints;
  - g) postage stamps and other postal articles of value issued with the inscription “Magyar Posta”.
- 4) If possible, senders should use a single postage stamp of the appropriate value issued in Hungary to pay for postage on letter-mail items and the postage stamp must be adhered with its entire surface in the right top corner of the front of the mail item.
- 4/A) If the sender posts a value-indicated envelope, postcard or picture postcard (with an imprinted stamp) as a mail item, any difference in price arising from the service used, the priority service, or an additional or supplementary service may be paid in cash or by a postage stamp, postage stamp with no value indication, franking machine or a postage paid label substituting the postage stamp ensuring that the value indication is not covered. A value-indicated envelope (with an imprinted stamp) may be used to pay for a service with a fee which is less than the value imprinted on the envelope, but in this case the sender is not entitled to the difference in price.
- 5) Magyar Posta has no objection to the sender adhering a large postage stamp on the postcard, picture postcard or envelope folded onto the back provided the stamp is completely intact.
- 6) If more than one postage stamp is required to pay for postage, the stamps must be placed above the address proceeding from right to left. If there are so many postage stamps that this space is insufficient, the stamps may be adhered to the empty spaces on the front and only if necessary to the back of the mail item. On postcards and picture postcards postage stamps may only be adhered onto the front of the item to pay for postage. Postage stamps adhered to the back of postcards and the picture side of picture postcards will not be considered paying postage.
- 7) Magyar Posta issues and sells postage stamps with a surcharge. On postage stamps with a surcharge either the amount of the postage paid or the service available for letter-mail items posted under the universal postal service is indicated as well as the surcharge separated by a “+” sign. When the period for collecting the surcharge expires, a postage stamp with a surcharge can also be sold without the surcharge. The surcharge serves a public purpose and cannot form part of the postage paid amount. The fee for a postal service for letter-mail items that can be posted under the universal postal service can also be settled with a postage stamp with a surcharge.
- 8) Magyar Posta accepts special postage stamps and a letter-mail item with a First Day Cover to pay for postage within five working days of cancellation including the day of cancellation. If posting occurs later than this, the fee for the service must be paid again.

#### 5.2.1.1. Paying for postage with a postage stamp with no value indication

1) Stamps with no value indication (not showing an amount in HUF) may also be used after price changes - for no additional charge - for posting domestic letter-mail items or, unless otherwise provided in the Product Sheet, for letter-mail items intended to be posted in international mail. The inscriptions of stamps, services paid for by stamps and other services available with additional postage, as well as the selling price of postage stamps are described in the document Other fees related to postal services published on Magyar Posta's website.

#### 2) Paying the fee by postage stamp with no value indication:

- a) By paying additional postage, further domestic and international services, and additional and supplementary services may be used for letter-mail items which have postage stamps with no value indication. The difference in the fees for the mail item, and the fees for the requested priority or additional and supplementary services may be paid by postage stamp, postage stamps with no value indication, cash, postage franking machine and a postage paid indication printed on a label, ensuring that the postage stamp with no value indication (including Your Own Stamps) is not covered;
- b) in all cases the total postage fees of the postal services appear on the document proving posting of the mail item;
- c) several types of stamp with no value indication and several stamps of the same type may be used to post a letter-mail item;
- d) a postage stamp with no value indication may be used to pay for the postage of letter-mail items with a postage fee which is lower than the fee for the service that may be used with the stamp with no value indication, but the sender may not claim a refund of the difference in postage;
- e) the postage of mail items intended to be sent by international mail may be paid for with stamps with no value indication inscribed "Belföld" (Domestic) (including Your Own Stamps) supplementing the fee as necessary. Likewise, the postage fee of an item to be sent by domestic mail may be paid for by European priority and outside Europe priority inscribed stamps with no value indication, but the sender may not claim a refund on the difference in postage.

#### 5.2.2. Prepaid envelopes and postcards

1) Prepaid envelopes and postcards are postal articles of value with stamp imprints with no value indication (not showing an amount in HUF). The envelope serves to forward letter-mail items to be posted to domestic and - unless otherwise provided in a separate Product Sheet - international destinations and may be posted after sealing the entire flap of the envelope, and there is no weight limit within the weight category relating to letters.

2) Prepaid envelopes may only be used in the range indicated on the envelopes or separately given in the document Postage Paid Indicia (domestic or international) published on Magyar Posta's website.

3) Further additional and supplementary services for both domestic and international destinations may be used for items posted in prepaid envelopes and for prepaid postcards by paying additional postage, and such items may also be posted as priority if the prepaid

envelope does not contain this service already. In all cases the total postage of the postal services appears on the document which proves the posting of the mail item.

4) Information on the prepaid envelopes and postcards sold by Magyar Posta is given in the document Postage Paid Indicia published on Magyar Posta's website.

5.2.2/A. <sup>-24</sup>

#### 5.2.3. Paying for postage with a reply coupon

1) Magyar Posta exchanges reply coupons issued based on the Universal Postal Convention for postage stamps and accepts them as postage to settle the fee for postal services for letter-mail items that can be posted under the universal postal service.

2) The international reply coupon is issued by the Universal Postal Union. Magyar Posta counts the reply coupon in the postage of a mail item sent by domestic or international mail at the value of the postage of a 50 g, non-registered priority letter to "other countries", or, upon request, exchanges the reply coupon for a postage stamp of the same value until the expiry of the validity period marked on the reply coupon.

3) Magyar Posta does not accept a reply coupon for paying for postage if it is damaged or incomplete or if the period for acceptance marked on it has expired. Furthermore, Magyar Posta does not accept old-style reply coupons which do not feature an expiry date for paying for postage.

4) A description and pictures of the international reply coupons accepted by Magyar Posta are given in the document Postage Paid Indicia published on Magyar Posta's website.

#### 5.2.4. Postage on credit

1) The fees for domestic and international mail items, and for the related additional and supplementary services may be settled subsequently by bank transfer (paid on credit).

2) Under the contract for services paid on credit postal services may be used at the postal service outlets specified as acceptance points in a written contract concluded with Magyar Posta.

3) When using contract for services paid on credit, the sender undertakes to fulfil the following conditions:

- a) the monthly turnover specified in written contract for services paid on credit must be met. If Magyar Posta establishes in a turnover review that the sender's average monthly net turnover does not reach the amount specified by the written contract, Magyar Posta may discontinue paid on credit with immediate effect, simultaneously notifying the sender, and terminate the written contract;
- b) the sender's details are indicated on the mail items in accordance with point 3.5;
- c) mail items must be given a barcode item identifier as well as appropriate postal labels to indicate the use of the priority or additional and supplementary services. Mail items must be addressed in accordance with the provisions of point 3.5 (name of addressee, destination town, street and house number and other details, postcode) and/or

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<sup>24</sup> Repealed on 1 September 2018.

- supplied with an address label or accompanying document bearing the address and after that the items must be weighed;
- d) the inscription “Díj hitelezve” (Postage paid) (for mail intended to be posted to an international address, “Taxe Percue”) must be indicated on the mail item in the manner described for Postage Paid Indicia published on Magyar Posta’s website;
  - e) the items must be priced according to item type and domestic or international destination, and the data must be entered in either a paper-based or an electronic posting list or dispatch book;
  - f) when using a paper-based posting list or dispatch book, it must be issued in accordance with postal regulations and in the number of copies specified therein;
  - g) when using an electronic posting list,
    - ga) the details of mail items with non-dutiable content to be sent to an international destination must be entered in an electronic posting list that meets the conditions of the Technological Guide following 1 July 2019;
    - gb) the details of mail items with dutiable content must be entered in an electronic posting list that meets the conditions of the Technological Guide following 10 September 2020;
  - h) apart from the address, the item’s ID number, the name of the postal service outlet classified as the acceptance point, the date of posting, and the additional and supplementary service sections must also be completed on the address labels, accompanying documents and on the advice of delivery form;
  - i) mail items must be prepared for posting as follows:
    - ia) non-registered items must be grouped according to domestic and international destinations, item type, weight category and number of items;
    - ib) registered items must be grouped according to domestic and international destinations and fee factor, and within this with the ID numbers in ascending order, arranged according to the sections of the paper-based or electronic posting list or dispatch book;
    - ic) priority items must be grouped separately from non-priority items in the same manner as described in the previous two subparagraphs;
  - j) international EMS express mail items prepared for posting must be handed to the collector of mail items at the premises specified when ordering the service accompanied by the paper-based or electronic posting list, or dispatch book.
- 4) Magyar Posta undertakes the following under the contract for services paid on credit:
- a) to make available free of charge the necessary barcode identifiers and postal labels for grouping mail items, equipment necessary for transport as well as printed postal forms for posting in the quantity required in view of the sender’s turnover;
  - b) to issue plastic pouches to hold the accompanying document of postal parcels dependent on use prior to posting the item.

5) <sup>-25</sup>

5/A) <sup>-26</sup>

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<sup>25</sup> The provisions of this paragraph are included in paragraphs 1) and 3) of point 4.3.2.2 from the date of entry into force of the amendment (5 October 2020).

6) Other conditions for the use of paid on credit are given in the relevant written contract.

#### 5.2.5. Payment of postage using a franking machine

1) Based on a written contract signed with Magyar Posta and pursuant to the conditions laid down in it, senders who have a franking machine may pay the postage on mail items dispatched using a franking machine, and the value imprint of the franking machine serves to indicate this.

#### 5.2.6. "Postage paid in cash" mark

1) Magyar Posta uses the imprint, produced by a franking machine, "készpénzzel bérmentesítve" (postage paid in cash) to indicate the payment of the postage of at least 100 letter-mail items simultaneously. Magyar Posta uses the same postage paid mark if on letter-mail items postage stamps of the same value as the paid fee for the service (the required priority or additional and supplementary service) can only be positioned as described in sub-points c) and d) of paragraph 3) of point 5.2.1.

2) Magyar Posta uses the "postage paid in cash" mark on letter-mail items to indicate that the difference in fees has been paid for a mail item posted using a postal article of value which covers part of the fee for the postal service required. Magyar Posta takes into account the price of the postal article of value based on its marked face value in the payment of the fee.

#### 5.2.7. Postage paid indication applied by a date stamp<sup>27</sup>

#### 5.2.8. Postage paid included in the address label

1) Postage paid for services relating to postal parcels provided by Magyar Posta is indicated by a date stamp in the case of item acceptance at postal service outlets not having the possibility to print the address label, while in other cases it is indicated by the address label.

#### 5.2.9. Receipt printed by the Parcel Terminal

1) If the postal service contract is concluded by posting/accepting a postal parcel at a Parcel Terminal, following payment of the service fee through a payment transaction by bank card, the receipt printed by the Parcel Terminal – if so instructed by the sender in the course of the posting process – will certify the amount and actual act of payment of the posting fee.

#### 5.2.10. Postage paid label and imprint

1) A postage paid indication (stamp) placed by Magyar Posta on the mail item or the cover of a mail item, used in accordance with the provisions of the document Postage Paid Indication published on Magyar Posta's home page, which proves that the service fee has been paid.

### 5.3. Items with insufficient postage paid

1) Unless a written agreement provides otherwise, if letter-mail items to be sent by domestic mail – including mail items accepted through a mailbox – are posted without paying the fee for the service at the same time and with no postage paid indication or with insufficient postage

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<sup>26</sup> The provisions of this paragraph are included in paragraph 3) of point 4.3.2.2 from the date of entry into force of the amendment (5 October 2020).

<sup>27</sup> Repealed on 1 March 2024.

paid, the addressee or other authorised recipient must pay the fee for the service or the part of the postage due plus an extra charge.

2) If the addressee or other authorised recipient does not pay the postage due and the extra charge, Magyar Posta will return the mail item to the sender.

2/A) For mail items sent to an address abroad, if, during checking the service fee paid at the time of the mail item's acceptance, Magyar Posta finds a difference between the fee for the service used and the amount paid by the sender, Magyar Posta, while performing the postal service contract, is entitled to require the sender to pay the difference in the fee.

3) In the case of postal parcels accepted at a Parcel Terminal or through the mobile post service, if the fee of the services is not paid on acceptance, or if it is paid deficiently, and a difference is detected between the service used and the fee paid during inspection performed by Magyar Posta following forwarding from the acceptance point, Magyar Posta will contact the sender on the telephone number or e-mail address made available by the sender in order to be able to perform the postal service contract.

4) If the sender cannot be contacted by the means described in paragraph 3), Magyar Posta will return the postal parcel accepted at a Parcel Terminal or through the mobile post service to the sender, without attempting delivery to the addressee.

5) If on the basis of the postal service contract the charge, extra charge or the difference is not paid either by the addressee or a different authorised recipient, or by the sender, Magyar Posta will handle the postal item as an item that cannot be returned to the sender.

#### 5.4. Exchange of erroneous articles of value

1) With the exception of postage stamps, Magyar Posta exchanges for a fee all undamaged and unused postal articles of value sold by Magyar Posta and currently in circulation for another postal article of value bearing the same value at all postal service outlets, but does not repurchase such products.

2) Magyar Posta exchanges for a fee sound, undamaged postage stamps sold by Magyar Posta and currently in circulation adhered to an unposted mail item, cover or postal form as well as erroneous or damaged postal items of value with no sign of postal handling on them for another postal article of value or postage stamp of the same value, but does not repurchase such products.

## 6. Delivery of mail items

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### 6.1. Basic provisions

- 1) Delivery is the activity performed by Magyar Posta during which a mail item accepted by Magyar Posta to be delivered as a domestic mail item or a mail item arriving in Hungary from abroad leaves Magyar Posta's network and direct control
  - a) by personal delivery to the person entitled to receive the item,
  - b) by placement in a letterbox or
  - c) by placement in any other facility used for the delivery of mail, or
  - d) when a parcel addressed to a Parcel Terminal, following its delivery through the proper use of the Parcel Terminal.
- 2) A delivery point is any place or premises designated by Magyar Posta for the purposes of delivering mail items which is accessible to users as well as any facility created by Magyar Posta to enable mail delivery.
- 3) A Postal Point is a room operated by a postal intermediary which is classified as a delivery point and is accessible to users where the delivery of mail items is ensured with the restrictions described herein.
- 4) Magyar Posta regards accepted mail items as the property of the sender until their delivery to the addressee or other authorised recipient until proven otherwise.
- 5) As evidence of the addressee's ownership of the mail item posted in Hungary, Magyar Posta accepts confirmation - made available by the addressee to Magyar Posta - of a distance contract given to the consumer by an enterprise as the sender based on legislation also containing the full sum paid as the purchase price related to the purchase and sale of the product (e.g. copy of the invoice) provided that no further fee payable by the addressee upon delivery is linked to the mail item.
- 6) During the delivery of a mail item arriving in Hungary from abroad, Magyar Posta will apply the provisions for the delivery of mail items to be delivered at a domestic address unless these GTC or the separate Product Sheet instruct otherwise.
- 7) In relation to providing a postal service for mail items with contents requiring customs clearance which arrive in Hungary from outside the European Union (EU) customs border, Magyar Posta offers the postal customs agent service described on a separate Product Sheet.

### 6.2. General rules of delivery

- 1) Magyar Posta delivers mail items irrespective of their value to the location indicated as the address in an urban area, or to a different location in the cases specified in paragraphs 2) to 2A).
- 2) Instead of the place indicated in the address, Magyar Posta delivers mail items to a location
  - a) which was last given by the sender or the addressee (if the postal service contract contained the possibility for the sender or the addressee to change the address and the user exercised this option);



- b) which was given by the addressee in a written contract signed with Magyar Posta instructing Magyar Posta to deliver mail items addressed to the addressee to a location other than the address given on the mail item (in particular to a new address under the redirecting service or to a post office box). In order to ensure the performance of these services and safe delivery to the addressee or other authorised recipient, Magyar Posta keeps a register of addresses (name, address, registered office or establishment) for the term of this contract;
- c) <sup>-28</sup>

2/A) Magyar Posta may deliver non-registered mail items arriving in Hungary from abroad addressed to a postal address which cannot be delivered to a letterbox due to their dimensions (maximum size: 324 x 229 x 24 mm) at a place other than that marked in the address – not attempting delivery at the address – at the designated delivery point for the address based on a notification left at the address in accordance with paragraph 12/A) or a notification sent to the addressee’s domestic mobile phone number suitable for receiving text messages, or the addressee’s e-mail address or other official electronic means of contact made available to Magyar Posta.

3) Magyar Posta ensures the delivery of mail items addressed to an inhabited area outside urban areas which can be deposited in a letterbox as well as the delivery of a notification of the arrival of a mail item to be delivered by personal delivery (without attempting delivery) to rural drop points in areas specified in a decision by the National Media and Infocommunications Authority at the request of Magyar Posta.

4) Users moving to an inhabited area outside an urban area must advise the nearest postal service outlet of taking up residence at their new address in writing in the manner described in point 6.2.1 to ensure the delivery of mail items addressed to them.

5) The method of delivery is specified taking account of the geographical and infrastructural features of the inhabited area outside the urban area based on the National Media and Infocommunications Authority’s decision. Magyar Posta informs users concerned about the method of delivery in writing. Until the introduction of a delivery method suitable for the geographical and infrastructural features, Magyar Posta ensures a possibility for users to collect mail items arriving for them at a post office box offered free of charge at the permanent postal service outlet nearest the home address of the user.

6) In the absence of the addressee, unless otherwise prescribed by law, Magyar Posta delivers mail items to another authorised recipient. Other authorised recipients are the occasional recipient described in paragraph 4) of point 6.4.2 and point 6.7, the alternative recipient described in point 6.6, the authorised representative described in point 6.5, and the intermediate deliverer described in point 6.9.

7) Apart from the address specified in point 3 of the GTC – and the address marked on the address label on a postal parcel –, Magyar Posta does not consider any other data marked on the mail item in the course of delivery.

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<sup>28</sup> Repealed on 1 July 2023.

- 8) Magyar Posta does not examine whether or not there is another natural person of the same name at the same address who may claim the mail item.
- 9) Unless a different condition is stipulated by the separate Product Sheet, Magyar Posta regards the natural person or organisation to whom the sender sends the mail item and who or which is indicated in the address of the mail item in accordance with sub-point a) of paragraph 7) of point 3.5 as the addressee.
- 9/1) However, Magyar Posta regards mail items as addressed to an organisation even if in the address next to the organisation's name a natural person's name is marked irrespective of whether or not the nature of the organisation, an organisational unit or a position is marked next to the name of the natural person.
- 9/2) Magyar Posta does not apply the contents of paragraph 9/1) in the event that
- a) the mail item is addressed "Poste Restante";
  - b) the contents of paragraph 9/A) are applied, or
  - c) when only the name of a natural person features in the address and this person satisfactorily proves – specifically in order to ensure that Magyar Posta does not regard the mail item in question as one that is addressed to the organisation – that his or her permanent or habitual address is identical to the address of the organisation which should be regarded as the addressee based on paragraph 9/1).
- 9/A) If next to the organisation's name in the address of the mail item containing tax authority documents a natural person's name or another organisation's name is marked with an indication that this natural person or other organisation acts in the capacity of an authorised representative in taxation affairs, Magyar Posta will regard the authorised representative in taxation affairs as the addressee of the mail item and will deliver the mail item to the authorised representative in taxation affairs according to the general rules.
- 9/B) If in the address of the mail item containing tax authority documents next to the address and name of the authorised representative in taxation affairs and an indication of this special capacity as such a representative the name of an organisation is also indicated, Magyar Posta will deliver the mail item to the authorised representative in taxation affairs as the addressee even if the organisation has not granted authority to this authorised representative in taxation affairs.
- 10) If the names of more than one natural person feature in the address, Magyar Posta will deliver the mail item to any of the addressees named.
- 11) Magyar Posta delivers registered mail items – not including recorded letter-mail items – by personal delivery to the addressee or other authorised recipient specified in these GTC who has proved his or her identity and entitlement to receive the mail item after recording the data necessary for the acknowledgement of the occurrence of delivery on the delivery document or other technical device for recording the fact of delivery as well as on the advice-of-delivery form/delivery confirmation for mail items posted with the advice of delivery additional service, or, in the case specified in these GTC, using another method enabling the recording of the identifier verifying the entitlement to receive the item.

11/A) In order to prove the facts related to the delivery or the delivery attempt of the registered mail item, Magyar Posta will record the place and time of the delivery (attempt) on a technical device for recording the fact of delivery. If the sender of a registered mail item posted with the advice of delivery additional service or of an official document so requires, Magyar Posta can also give information about the date of delivery of the mail item by providing a statement from its IT system.

12) If the addressee or other authorised recipient is not at the address at the time of attempting the delivery of a mail item requiring personal delivery, Magyar Posta will perform the postal service contract by delivery at the delivery point (leaving notification of the mail item's arrival at the address or sending a notification to the addressee's domestic mobile phone number suitable for receiving text messages, or the addressee's e-mail address or other official electronic means of contact made available to Magyar Posta) or in cases specified in sub-points a), b), e), f) and g) of paragraph 1) of point 6.13 by return delivery to the sender.

12/A) Magyar Posta leaves notification of the arrival of a mail item duly following the rules of delivering non-registered mail items in the postbox designated for the addressee or, in the absence of a postbox designated for the addressee, at a place used for this purpose near the address or any device Magyar Posta presumes the addressee has provided for the delivery of mail items if the place used for this purpose near the address is covered and not directly exposed to weather conditions (wind, rain, etc.).

13) Magyar Posta retains mail items which the addressee has been advised of by leaving a notification at the address or sending a notification to the addressee's domestic mobile phone number suitable for receiving text messages, or the addressee's e-mail address or other official electronic means of contact made available to Magyar Posta for the authorised recipient to collect for the retention (holding) period specified in point 6.8.1 at the designated delivery point and for postal services not substituting the universal postal service will act as laid down by the postal service contract signed with the sender. Magyar Posta returns to the sender any mail item which has not been collected during the retention (holding) period or, if this is not possible, will act as described in paragraphs 7) to 10) of point 4.3.4.

13/A) If Magyar Posta advises the addressee of the arrival of mail items in a notification sent to the addressee's domestic mobile phone number suitable for receiving text messages, or the addressee's e-mail address or other official electronic means of contact made available to Magyar Posta, the same notification may contain information about the arrival of more than one type of mail item (marking separately at least the individual identification numbers of registered mail items) provided that the day of attempting delivery and the time and place for the collection of the mail items concerned are identical.

#### 6.2.1. Notifications and declarations concerning delivery

1) Magyar Posta only accepts notifications or declarations concerning the delivery of a mail item or containing information related to the addressee or other authorised recipient, unless its authenticity is questionable, provided at least the following criteria are met:

- a) the notification is made
  - aa) in person and in writing;
  - ab) in Hungarian, and

- b) the person notifying Magyar Posta proves the authenticity of the notification
  - ba) with a document, showing and attaching the original or a copy of the document;
  - bb) in the absence of a document declares that the contents of the notification are true on the notification;
- c) and the notification contains the signature of the person making the notification in his or her own hand as well as the identity particulars of the person making the notification as a natural person.

2) Magyar Posta only accepts notifications or declarations concerning the start of the use of a stamp bearing the signature of the authorised recipient or an authentic mark described in paragraph 8) of point 6.10 (hereinafter referred to as authentic mark) accepted when using a paper-based delivery document by Magyar Posta provided the following criteria are met:

- a) the notification is made
  - aa) in person and in writing;
  - ab) in Hungarian and
- b) the person notifying Magyar Posta makes a declaration about the starting date of the use of the stamp bearing the signature of the authorised recipient or the authentic mark and
  - ba) the impression of the stamp to be used by the authorised recipient features on the notification form and
  - bb) if the notification concerns the use of the stamp containing the signature of the authorised recipient and the person making the notification is not the same as the authorised recipient, the signature of the authorised recipient must be given in the notification;
- c) the notification contains the signature of the person making the notification in his or her own hand, or for organisations the signature of the person authorised to sign for the company, as well as the identity particulars of the person making the notification as a natural person.

2/A) Magyar Posta does not expect the fulfilment of the requirements of content and form pursuant to subpoints aa) and c) of paragraphs 1) and 2) if the report was submitted on a completed Form made available through the use of an electronic channel ensuring personal identification following a previously made personal appearance (e.g. through the Central Identification Agent).

3) As regards notifications made or cancelled by the head of an organisation and concerning the dissolution, change of name or legal succession of an organisation, Magyar Posta will only accept as proof of the authenticity of the contents of such notifications an official document (decision, certificate of incorporation) in proof of the change in the person of the head of the organisation or the organisation's dissolution, change of name or legal succession, or an individual written report to this end (for organisations which requested central management of authorisations offered by Magyar Posta based on a separate written contact, written by the main representative) with the contents corresponding to the measures necessary for administration to be performed by Magyar Posta's contact person. An identical copy of the original of the decision on the dissolution, change of name or legal succession of the organisation as well as the notification or cancellation made by the head of the organisation

and any changes of data related to this, or of the certificate of incorporation must be made available to Magyar Posta for the purpose of attaching it to the notification. Based on the documents supplied in full and providing proof of the contents of the notification, Magyar Posta will issue a certificate for the head of the organisation in proof of this capacity in accordance with paragraph 5) of point 6.10. Magyar Posta accepts no liability for failure to make the notification or to initiate the cancellation of the certificate issued to the head of the organisation in proof of this capacity as described in paragraph 5) of point 6.10 or to return the certificate to Magyar Posta.

4) If the authenticity of the notification is dubious in spite of the fulfilment of the criteria described in paragraphs 1) and 3), Magyar Posta is not obliged to act on the notification. In this event the person making the notification will be advised in writing at the address given on the notification.

5) Magyar Posta will act with regard to a notification made as a “Notification Related to Delivery” concerning in particular the unknown identity, change of address or decease of an addressee, or the dissolution, change of name or legal succession of an organisation from the second working day at the latest if the notification was made in the postal service outlet or delivery point responsible for delivery to the address and from the fifth working day at the latest if the notification was made in another postal service outlet or delivery point for the period of time specified in the notification but at most until the end of the fifth year from the start of the application of the provisions of the notification for mail items arriving at the postal service outlet or delivery point responsible for delivery based on the address on the first day of applying the contents of the notification and thereafter.

6) Magyar Posta will act with regard to a notification made by the head of an organisation as a “Notification by the Head of a Business Company or Other Organisation” or its withdrawal – including, pursuant to paragraph 3), the individual written report written by the organisation’s main representative, from the working day following the complete handover of all verifying documents for the period of time specified in the notification but at most for five years calculated from the start of the application of the provisions of the notification for mail items arriving on the first day of applying the contents of the notification and thereafter.

7)<sup>29</sup>

### 6.3. Conditions and rules of delivery to a letterbox

1) Magyar Posta delivers non-registered mail items and recorded letter-mail items, with the exceptions set out in these GTC, to letterboxes installed for this purpose or by deposit at a delivery point.

2) The owner of the premises or the addressee is obliged to ensure that there is a letterbox marked with the appropriate address which is lockable and of the appropriate size, and is suitable for letter-mail items to be placed in and stored ensuring the integrity and safety of the items and that it can be directly accessed without threatening the physical well-being of the person delivering the mail items (with special attention to observing the rules of keeping animals). Furthermore, the letterbox must be positioned

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<sup>29</sup> Repealed on 7 October 2024.

- a) at the entrance to the plot of the address for addresses that cannot be accessed directly from a public place and have an address with a street name and house number only;
  - b) in a group at the entrance to the plot of the address, but separately for each specific address (hereinafter referred to as bank of letterboxes) for addresses that cannot be accessed directly from a public place and have a number of addresses within them;
  - c) for a residential building, office block, shopping centre and other institutions of a similar nature that can be accessed directly from a public area, in the vicinity of the entrance to the building or outside the building, or, if access to the ground floor is ensured, on the ground floor within the building as a bank of letterboxes;
  - d) for an industrial park, production site or other premises with limited pedestrian access, at the entrance as a bank of letterboxes; or
  - e) in a manner directly accessible from a public area (for both letterboxes and banks of letterboxes).
- 3) In order to ensure delivery, the letterbox must comply with the following criteria:
- a) the minimum size of the slot: 30 x 230 mm;
  - b) distance of the central line of the slot from the ground level: between 700 mm and 1,700 mm
  - c) the letterbox must be suitable for depositing mail ensuring the safety and integrity of the items, and preventing unauthorised access to delivered mail items;
  - d) if a bank of letterboxes is used, a separate letterbox must be provided for each individual address at the address, ensuring that every letterbox has the floor and door number or flat number marked on it and the name of the addressee or potential addressees.
- 4) Magyar Posta delivers mail items that can be delivered through the letterbox – provided Magyar Posta does not apply the provisions contained in paragraph 2/A) of point 6.2 of these GTC – to the letterbox belonging to the address marked on the mail item. If there is no letterbox complying with the requirements of paragraph 3) for an address and Magyar Posta does not act as described in paragraph 8), a mail item may be delivered to a place used for this purpose near the address for addresses which only have a street name and house number but no individual addresses or to a facility provided by the addressee which Magyar Posta presumes is for the purpose of delivering mail items so long as the place used for this purpose in the vicinity of the address is not directly exposed to the weather (wind and rain, etc.) and is covered.
- 5) Magyar Posta leaves a notification of the arrival of a non-registered mail item or a recorded letter-mail item that could not be delivered in a letterbox due to the design of the letterbox or because the letterbox is unemptied in the letterbox or in a place used for this purpose near the address or in a facility provided by the addressee which Magyar Posta presumes is for the purpose of delivering mail items provided the place used for this purpose in the vicinity of the address is not directly exposed to the weather (wind and rain, etc.) and is covered.
- 6) If there is more than one letterbox with the same name marked in the address of a mail item at the same address with only a street name and house number, and based on the address it is impossible to decide which letterbox the mail item must be delivered to, Magyar Posta will regard the mail item as undeliverable and will return it to the sender endorsed “cím nem

azonosítható” (unidentifiable address) provided the sender has marked its name and address on the mail item. If this is not possible, Magyar Posta will act in accordance with paragraphs 7) to 10) of point 4.3.4.

7) If there is a post room at the premises or building specified in sub-points b) to d) of paragraph 2) used for this purpose and ensuring the safe storage of mail items, the delivery of mail items that can be delivered to the letterbox can be done by handover to the person employed for this purpose in the post room or by depositing letters into a utensil specifically for this purpose which is not classified as a letterbox.

8) If there is no letterbox complying with the requirements specified in this point or no post room at an address with only a street name and house number in an urban area or assigned to a specific address, or its easy and safe access as described in paragraph 2) is not ensured, Magyar Posta may send a notice calling upon the addressee to install a letterbox meeting the requirements of the law by a time-limit of at least thirty days and to ensure safe and easy access to it. At the same time as calling upon the addressee, Magyar Posta will point out that, if a letterbox is not installed, Magyar Posta will not attempt to deliver mail items for delivery to a letterbox.

9) If Magyar Posta forwards the notice described in paragraph 8) to the addressee, until the expiry of the time-limit given in the notice,

- a) Magyar Posta will only deliver mail items for delivery to a letterbox to the place used for this purpose near the address for addresses which have a street name and house number only or to a facility provided by the addressee which Magyar Posta presumes is for the purpose of delivering mail items so long as the place used for this purpose in the vicinity of the address is not directly exposed to the weather (wind and rain, etc.) and is covered;
- b) at addresses where in accordance with paragraph 2) the owner of the premises or the addressee must arrange the installation of a bank of letterboxes, Magyar Posta will leave notification of the arrival of mail items that can be delivered to a letterbox at the place used for this purpose near the address or in a utensil provided by the addressee which Magyar Posta presumes is for the purpose of delivering mail items so long as the place used for this purpose in the vicinity of the address is not directly exposed to the weather (wind and rain, etc.) and is covered.

10) If Magyar Posta receives no information from the addressee stating that an appropriate letterbox or bank of letterboxes has been installed, and its safe and easy access is ensured by the expiry of the period specified in the notice described in paragraph 8), Magyar Posta will handle mail items that can be delivered to the letterbox as undeliverable and – provided the sender marked his or her name and address on the mail item – will return them to the sender endorsed “kézbesítés akadályozott” (unable to deliver) in accordance with sub-point f) of paragraph 1) of point 6.13 of these GTC. If this is not possible, Magyar Posta will act as described in paragraphs 7) to 10) of point 4.3.4.

#### 6.4. Delivery of mail items to an address

##### 6.4.1. General rules of delivering registered mail items to be delivered by personal delivery to an address

1) Magyar Posta delivers registered mail items – not including recorded letter-mail items – to the address indicated by the sender to the persons specified in paragraph 6) of point 6.2 as follows:

- a) if the address only has a street name and house number (e.g. for a detached house), at the entrance to the plot based on the address;
- b) if the address also has particulars referring to further details (e.g. for a flat in an apartment building, the floor and door number), at the entrance to the exact address.

In the interest of ensuring personal delivery, the addressee is obliged to ensure that the address can be easily identified as well as safe and easy access to the address (e.g. making a key to the staircase or code to enter the building available, and observing the rules of keeping animals).

2) Apart from the addressee, the following are classified as authorised recipients: primarily the authorised representative and, in the absence of an authorised representative, for natural persons the alternative recipient, the occasional recipient and the intermediate deliverer. By handing over the mail item to the authorised recipient, Magyar Posta fulfils the postal service contract.

3) Authorised recipients other than the addressee are liable for handing over the mail item to the addressee in accordance with the general rules of the Civil Code.

##### 6.4.2. Delivery to an organisation

1) Magyar Posta only delivers registered mail items addressed to an organisation – not including recorded letter-mail items – in person if the organisation provides the contact details of the person authorised to accept registered items addressed to the organisation at the premises used and marked as an address (registered office, establishment, branch office, other administrative unit) ensuring that delivery is not hindered by unduly long waiting (in excess of 15 minutes).

2) The head of the organisation and, without power of attorney, the agent authorised to receive service, the process server, the person appointed by professional chambers as a substitute for receiving the mail items of a specific addressee (e.g. the caretaker attorney appointed by the regional bar association), the liquidator, the administrator and, in the case of mail items addressed to condominiums of at most 6 apartments pursuant to Act CXXXIII of 2003 on condominiums (hereinafter referred to as “condominiums”), a co-owner residing at the address marked on the mail item and showing proof of a share of the ownership (e.g. title deed) are classified as representatives. In interpreting these GTC a senior manager, company manager, employee in a managerial position and any other person authorised to make binding agreements for the company are classified as the head.



3) With regard to accepting mail items, unless the Product Sheet provides otherwise, Magyar Posta regards the following persons as representatives of an organisation even without the authorisation described in point 6.5:

- a) in the course of delivery any employee or member of the organisation who is in the organisation's shop or other premises open to customers;
- b) if the organisation has a post room, the natural person employed there,
- c) if the organisation operates a reception, the natural person employed there.

4) In the absence of a specific declaration in accordance with point 6.2.1 made by the representative of the organisation to Magyar Posta to this end, Magyar Posta will regard an employee of the organisation who is not classified as a representative to be authorised to accept mail items as an occasional recipient as follows:

- a) in the case of delivery at the address if the employee of the organisation is present at the address marked on the mail item;
- b) based on the provision of the separate Product Sheet, upon delivery at a delivery point if the employee shows the electronic notification for the mail item containing the mail item's identification number which was originally sent to the addressee's mobile phone number or e-mail address recorded as belonging to the address of the mail item and then forwarded to the occasional recipient.

4/A) If during the delivery attempt described in sub-point a) of paragraph 4) the occasional recipient refuses to accept a registered mail item – not including recorded letter-mail items – in person, Magyar Posta will leave notification of its arrival at the address or send a notification to the addressee's domestic mobile phone number suitable for receiving text messages, or the addressee's e-mail address or other official electronic means of contact made available to Magyar Posta.

#### 6.4.2/A. Delivery to a liquidator or administrator

1) Magyar Posta delivers mail items of organisations whose affairs are being wound up or administered

- a) to the liquidator or administrator at the address, or another person or organisation authorised by them in accordance with point 6.5. paragraph 1), or to a natural person specified on the basis of point 6.4.2. paragraph 3) sub-point b);
- b) to the liquidator or administrator at the delivery point, or another person or organisation authorised by them in accordance with point 6.5. paragraph 1), based on the notification to this end described in point 6.2.1, paragraph 1), or if the mail item's addressing complies with the provisions of point 3.5, paragraph 7/A).

2) Magyar Posta delivers the mail items of organisations whose affairs are being wound up or administered to the liquidator or administrator provided that the liquidator can verify its authority with a final court order and the administrator with a registration order of the court of registration.

3) Unless the liquidator or administrator has redirected mail items to the liquidator's or administrator's own address using the redirecting service, Magyar Posta leaves a notification of the arrival of a mail item for organisations whose affairs are being wound up or

administered at the address and retains the mail item for the retention (holding) period specified in point 6.8.1 at the designated delivery point for the authorised recipient, and after the expiry of the retention (holding) period the mail item will be returned to the sender.

#### 6.4.2/B. Caretaker attorney appointed by the regional bar association

1) Magyar Posta delivers mail items to the caretaker attorney which are addressed to an attorney-at-law, European Community lawyer or a law office not subject to a bankruptcy, liquidation or winding-up procedure for which the caretaker attorney can verify authorisation for receipt with the regional bar association's binding decision confirming the appointment.

2) Unless the caretaker attorney has redirected mail items to his or her own address using the redirecting service, Magyar Posta leaves a notification of the arrival of a mail item addressed to an attorney-at-law, European Community lawyer or a law office not subject to a bankruptcy, liquidation or winding-up procedure as described in paragraph 1) at the address marked on the mail item and retains the mail item for the retention (holding) period specified in point 6.8.1 at the designated delivery point for the authorised recipient. After the expiry of the retention (holding) period, the mail item will be returned to the sender.

#### 6.4.3. Delivery of mail items addressed "Poste Restante" or to a Postal Point

1) For mail items addressed "Poste Restante" or postal parcels addressed – according to the provisions of the separate Product Sheet – to a Postal Point, Magyar Posta will act as follows in the course of delivery at the postal service outlet:

- a) non-registered mail items and recorded letter-mail items will be handed over to persons enquiring without requesting proof of their identity;
- b) prior to the delivery of registered mail items – not including recorded letter-mail items –, Magyar Posta
  - ba) will accept a verbal statement as proof of the existence of the grounds of the entitlement to receive the mail item. If based on the verbal statement the entitlement to receive the mail item remains doubtful, Magyar Posta may request further proof of the existence of the entitlement;
  - bb) will examine the person's identity based on the documents listed in paragraph 6) of point 6.10, and to this end the person with a proven entitlement to receive mail coming to collect the mail item must present his or her document suitable for proving identity and
  - bc) if an authorised recipient other than the addressee wishes to collect the postal parcel, unless the Product Sheet otherwise provides, this other authorised recipient is obliged to hand over the declaration originating from the addressee in accordance with point 6.2.1 containing the entitlement of the recipient to collect mail items for the delivery point for the address.

2) When a registered mail item – not including recorded letter-mail items – is handed over, Magyar Posta marks the type and alphanumeric code of the document proving identity as well as – if not given to the addressee – the grounds entitling the recipient to receive the item on the technical device for recording the fact of delivery, and, in the case of postal parcels, on the delivery document. When receiving a registered mail item posted with the advice of delivery additional service as well as an official document, Magyar Posta will mark the legible name of

the person authorised to receive the item on the advice-of-delivery form/delivery confirmation separately as well, and indicate the grounds of entitlement authorising the recipient to receive the mail item in the section designated for this purpose. Apart from this, for official documents – during delivery to an alternative recipient – the entitlement as a relative described in sub-point a) of paragraph 2) of point 6.6 is indicated.

2/A) If, in connection with the provisions of paragraphs 1) and 2), the addressee or other authorised recipient proves his or her identity with an official document equipped with a high-security electronic storage element (eID) when receiving a registered mail item – not including recorded letter-mail items – in person, instead of recording the type and alphanumeric code of the document proving identity, in addition to reading these data from the storage element of the official document using the technical device for recording the fact of delivery, the corresponding CAN code must also be entered by the addressee or other authorised recipient.

2/B) <sup>-30</sup>

3) <sup>31</sup>Magyar Posta will not issue a notification about the arrival of an official document; if the authorised recipient does not collect the official document at the permanent postal service outlet within ten working days, Magyar Posta will return the official document to the sender on the next working day it is open, marked as “not collected” on the delivery confirmation.

4) Magyar Posta will retain mail items sent by domestic mail addressed “Poste Restante” for ten working days calculated from the day following the date of its arrival at the postal service outlet, while for a mail item arriving from abroad to Hungary the retention time for collection by the authorised recipient is fifteen working days.

5) If retaining a postal parcel sent as “poste restante” in domestic mail for collection encounters difficulties at the given address for unforeseen reasons, Magyar Posta will contact the addressee using the direct contact details given by the sender on the address label of the postal parcel to see if the address for collection can be changed in order to ensure that the mail item can be delivered to the authorised recipient at the place agreed with the addressee.

#### 6.4.4. Delivery of postal parcels addressed to a Parcel Terminal

1) During the receipt of a postal parcel addressed to a Parcel Terminal, the addressee or other authorised recipient can prove their entitlement to receive the item with the identity code Magyar Posta sent by electronic notification (text message) to the addressee’s domestic mobile phone number suitable for receiving text messages, and in a message sent to their e-mail address, which must be given during the proper use of the Parcel Terminal prior to receiving the postal parcel.

2) Magyar Posta does not check the identity of persons receiving postal parcels addressed to a Parcel Terminal, and does not require the type or alphanumeric code of the document proving the recipient’s identity and the grounds for the recipient’s entitlement to receive the item to be given. Magyar Posta evidences the receipt of the postal parcel from the Parcel Terminal by recording the identity code that was made available to the recipient, the

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<sup>30</sup> Repealed on 1 June 2022.

<sup>31</sup>Unless stated to the contrary by Magyar Posta, the date of entry into force of the change in this paragraph is 15 September 2023.

individual identification details of the received postal parcel and the time and date of the delivery.

3) If a problem arises placing a postal parcel addressed to a Parcel Terminal into the terminal or a parcel is not collected from the terminal by the set deadline and Magyar Posta retains (holds) the postal parcel for collection by the authorised recipient at the delivery point communicated to the addressee in an electronic notification (SMS text message) sent to the addressee's text message-enabled domestic mobile phone number and in an email message sent to the addressee's email address, Magyar Posta will apply the provisions for delivering registered mail items described in point 6.4.3 together with any other additional provisions indicated on the separate Product Sheet when delivering such postal parcels at the delivery point.

6.5. Delivery to the authorised representative, special rules for authorisation for the receipt of mail items

1) The addressee may grant authorisation for another person or organisation to receive mail items. On behalf of an organisation as the addressee – except for organisations whose affairs are being wound up or administered - the person who is entitled by law to represent the organisation, with the exception of paragraph 3) of point 6.4.2, may grant authorisation for the receipt of a mail item. On behalf of an organisation whose affairs are being wound up or administered, as the addressee, the liquidator or administrator may grant authorisation for the receipt of mail items. The authorisation granted by a person cared for by a health or social institution may be certified by the signature of the head of the institution or his or her agent, and the authorisation granted by a person who is subject to deprivation of liberty, detention or court-ordered supervision may be certified by the signature of the head of the detention facility or his or her agent with the seal of the institution. Magyar Posta accepts authorisations certified in this manner without checking the authority of the certifying person. In such cases the provisions of paragraphs 2) and 8) do not apply.

1/A) In authorisations to receive mail items, the grantor and the authorised person as natural persons must be natural persons who have full capacity to act over the age of 14.

1/B) An authorisation to receive mail addressed to a natural person who does not have capacity to act due to their age (being under 14) can be granted by the legal representative.

2) Authorisation may be granted:

- a) by a public document,
- b) in a written document made in the presence of a duly empowered representative of Magyar Posta, or
- c) in a private document of full probative value pursuant to Section 325 of Act CXXX of 2016 on civil procedure (hereinafter referred to as the Civil Procedure Act);
- d) through the eAuthorisation business application available from Magyar Posta's website in accordance with the conditions specified for its use in the Separate GTC.

3) With the exceptions given in paragraphs 3/A) and 13), Magyar Posta accepts authorisation letters with the following minimum content:

- a) in the case of a natural person the particulars identifying the grantor and the authorised natural person, and in the case of an organisation the name, registered seat and

- company registration number of the organisation, or the name of the institution ordering registration and the registration number of the organisation (in the case of an organisation without a company registration number or other registration number, an original document proving the existence of the organisation or a copy drawn up as a public document or a simple copy must be handed over to Magyar Posta);
- b) the address to which the grantor grants authorisation for the receipt of mail items;
  - c) in the case of an authorisation for the receipt of a specific mail item, the identification number of the mail item for which the authorisation is valid;
  - d) the place where and the date on which the authorisation was executed;
  - e) the signature (authorised signature in the case of an organisation) of the grantor in his or her own hand, and
  - f) in the case of authorisation granted in a private agreement with full probative value which is not signed in the grantor's own hand
    - fa) the legibly written name and permanent addresses of the witnesses (in the absence of this their habitual address) as well as their signature, or
    - fb) judicial or notarial certification or an authorisation which is formally countersigned by an attorney at law or chamber legal adviser, or
    - fc) in the case of a correctly prepared image of a document issued or held by a legal entity or a document prepared on any data carrier, a formal certificate issued by the recording, holding or issuing legal entity proving that the image is identical to the original document.

3/A) Magyar Posta accepts the eAuthorisation referred to in sub-point d) of paragraph 2) provided the grantor provides in full all the data expected by Magyar Posta as data to be recorded in the course of the use of the eAuthorisation business application and confirmation about its successful recording is received from the eAuthorisation business application.

4) Magyar Posta accepts authorisations granted by an organisation which comply with the provisions of paragraph 3) provided the right of representation of the organisation's representative is verified by a document issued not more than one year beforehand proving the authority of the head of the organisation, such as a certificate of incorporation, excerpt from the trade register, order issued by the court of registration or documents described in paragraph 3) of point 6.10, or provided the organisation's representative has authorisation to act on behalf of the organisation with regard to the eAuthorisation referred to in sub-point d) of paragraph 2) based on the Separate GTC.

4/A) Magyar Posta regards authorisations granted specifically for the acceptance of mail items to be valid as follows:

- a) authorisations for an indefinite term
  - aa) with a date of validity starting on the working day following handover to Magyar Posta, or
  - ab) with a date of validity starting later at a time specified by the grantor following handover to Magyar Posta, for a period of at most 5 years from the date of issue;
- b) authorisations for a definite term under 5 years

- ba) with a date of validity starting on the working day following handover to Magyar Posta, or
  - bb) with a date of validity starting later at a time specified by the grantor following handover to Magyar Posta,  
until the expiry of their validity
  - c) authorisations issued before 24 July 2017
    - ca) for a definite term with a validity period of over 5 years – until the expiry of their validity period but at most until 31 December 2025,
    - cb) for an indefinite term – until 31 December 2025;
  - d) the eAuthorisation referred to in sub-point d) of paragraph 2)
    - da) with a date of validity starting on the working day following the day of receiving confirmation about the successful recording of the eAuthorisation business application for a period of at most 5 years from the date of recording,  
or
    - db) with a date of validity starting later at a time specified by the grantor following the date of recording for a period of at most 5 years from the date of recording, or
    - dc) with a date of validity starting on the working day following the activation in person of the pre-recorded authorisation at any postal service point for a period of at most 5 years from the date of activation in person.
- 5) A single authorisation letter may authorise more than one person or organisation, any one of whom is entitled to receive the mail items. In a single authorisation letter the same natural person or organisation may be authorised by more than one person.
- 6) An authorisation may be granted for the receipt of all mail items, one or more specific groups of mail items or, with the exception of the eAuthorisation referred to in sub-point d) of paragraph 2), an individually identified mail item.
- 7) The scope of the authorisation for all mail items specified in paragraph 6) and the scope of the general power of attorney specified in paragraph 13) also covers “Official documents to the addressee in person”, and postal parcels posted with the “delivered to the addressee in person” additional service.
- 8) An authorisation may be granted for the receipt of mail items posted with the insurance additional service:
- a) by a public document;
  - b) in a written document made in the presence of a duly empowered representative of Magyar Posta, or
  - c) <sup>32</sup>in a private document of full probative value with contents which comply with the provisions of paragraph 3);
  - d) through the eAuthorisation business application available from Magyar Posta’s website in accordance with the conditions specified for its use in the Separate GTC.
- 9) Magyar Posta only accepts public documents not issued in Hungary, unless otherwise prescribed by international convention, by legalisation or by an Apostille in accordance with

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<sup>32</sup> The date of entry into force of the change in accordance with this paragraph is 6 January 2024.

the rules of Legislative Decree 11 of 1973 on the promulgation of the Hague Convention of 5 October 1961 abolishing the requirement of diplomatic or consular legalisation for foreign public documents. Inasmuch as the acceptance of foreign public documents in a different form is provided for by international convention, Magyar Posta will examine the existence, scope and content of the international convention in cooperation with the authorised representative. In this context Magyar Posta will request the authorised representative to identify the international convention referred to in order to verify that the personal and material scope of and the limitation in time of the international convention apply to the case, as well as to state the range of documents the international convention prescribes the acceptance of a different form of document for.

9/A) Magyar Posta accepts authorisations issued in a language other than Hungarian for the acceptance of a mail item in accordance with sub-points b) and c) of paragraph 8) – provided they were issued using the unchanged sections of the form given on Magyar Posta’s website under **Forms** fully and appropriately, and in accordance with the guide for completion given on the back of the form and with the contents of paragraphs 1) to 4) – without separate certification and translation. Non-Hungarian authorisations drawn up differently from the above in accordance with sub-points b) and c) of paragraph 8) will only be accepted by Magyar Posta if a certified Hungarian translation is attached to them.

10) The authorised representative is entitled to receive mail items at the place indicated in the address and at the delivery point designated by Magyar Posta for the address.

11) Magyar Posta will continue to accept authorisations which do not contain the name and number of the official document proving the personal identity of the grantor and the authorised representative within the period of validity of the authorisation in respect of the range of mail items specified in the authorisation provided the authorised representative produces upon receipt of the mail item an official document proving his or her personal identity which, in addition to the name of the authorised representative, bears at least one particular that identifies the person such as place and date of birth or mother’s name and also appears in the authorisation or certificate issued about the authorisation. If the authorisation letter valid at the time these GTC enter into force also empowers the person authorised to receive mail items posted with the “Delivery to addressee in person” supplementary service or “Delivery to addressee only” letters, Magyar Posta will also deliver “official documents for delivery to the addressee in person” addressed to a natural person based on the authorisation letter.

12) If any of the particulars listed in paragraph 3) change, mail items may only be received based on an authorisation containing the new, updated information. Magyar Posta takes account of the amendment to authorisations from the receipt by Magyar Posta of the authorisation containing the new updated information and, in the event of the withdrawal of the authorisation, from the receipt of the written notification by the grantor as follows:

a) in the absence of a separate starting date indicated, from the working day following the receipt of the notification of the amendment or the withdrawal,

b) when a separate starting date is indicated in the notification which is at the earliest the working day following the receipt of the notification of the amendment or the withdrawal, from that day.

12/A) Changing any of the recorded data of an authorisation given through the use of the eAuthorisation business application referred to in sub-point d) of paragraph 2) is only possible through the eAuthorisation application. Magyar Posta takes into account the authorisation with the new updated data, including changing the original validity date of the authorisation to an earlier date (e.g. withdrawal of the authorisation), from the working day following the day of the receipt of the confirmation of the successful recording of the change by the eAuthorisation business application.

13) A general power of attorney which is not specifically for the receipt of mail items or for a specific range of matters will only be accepted for the receipt of mail items if the authorisation has been granted as a private document of full probative value or as a public document. If the requirements of form for this are met, Magyar Posta will accept the general power of attorney for the receipt of mail items even when the requirements of content described in paragraph 3) are not completely fulfilled. Such a general power of attorney will be regarded by Magyar Posta as full authorisation for the receipt of all mail items within its period of validity but for 5 years following its date of issue at most.

14) If the grantor is unable to write, has no knowledge of Roman script or is prevented from writing for any other reason, two adult witnesses may sign the authorisation letter in lieu of and on behalf of the grantor indicating in legible writing their name and permanent address, or in the absence of that their habitual address, and their capacity therein. The authorised representative may not witness the authorisation empowering him or her. If the grantor is unable to read or does not speak Hungarian, the authorisation will only be valid if one of the witnesses or the certifying person makes a written note on the authorisation declaring that he or she has explained the contents of the authorisation to the grantor.

15) Except in the case of general power of attorney, Magyar Posta makes the delivery of mail items dependent on the permanent handover of the authorisation letter to Magyar Posta and, except for authorisations for a single event, issues a certificate of authorisation to the authorised person which the authorised person may use to verify his or her entitlement to receive mail items from Magyar Posta. In the case of general power of attorney, Magyar Posta makes the delivery of mail items dependent on the authorised representative granting consent to a copy of the power of attorney being made or granting authority in writing to having the data contained in the power of attorney recorded and handled.

16) The grantor or – in the case of the demise of the grantor or the termination without a legal successor of the grantor or the prolonged inability of the grantor to act in such capacity – the authorised representative, or in the case of an organisation whose affairs are being wound up or administered the liquidator or administrator is obliged to advise Magyar Posta of the fact of the termination of the authorisation forthwith, with the exception of authorisations for the receipt of an individually identified mail item described in paragraph 6). On ordering liquidation or administration the authorisations for receiving postal items arriving for the organisation whose affairs are being wound up or administered – except for authorisations



handed over to a natural person determined on the basis of sub-point b) of paragraph 3) of point 6.4.2 – will terminate. Simultaneously with being advised of the above, Magyar Posta will withdraw the certificate of authorisation described in paragraph 15). Magyar Posta bears no liability for damages arising from failure to give such advice or to return the certificate of authorisation described in paragraph 15).

17) Beyond the period of validity defined in paragraph 4/A and the original period of validity of general powers of attorney described in paragraph 13) the receipt of mail items may only take place based on a new authorisation containing updated information. (The period of validity of the original authorisation may not be extended.)

#### 6.5.1. Delivery to a liquidator or administrator<sup>33</sup>

#### 6.5.2. Delivery to an organisation as the authorised representative (“authorised organisation”)

1) In the case of authorisation letter granted to an organisation, the following authorisations are required in order to receive the mail items of the addressee:

- a) the authorisation granted to the authorised organisation by the addressee organisation and
- b) the authorisation letter granted by the authorised organisation’s representative to the natural person actually receiving mail items for the organisation.

2) The natural person authorised to receive mail items in the authorisation letter in accordance with sub-point b) of paragraph 1) may only receive the mail items addressed to the addressee in the range of mail items specified in both authorisation letters by presenting both the above authorisations or both the certificates issued about the authorisations together.

3) In the case of delivery to an organisation as the authorised organisation, the head of the authorised organisation pursuant to paragraph 2) of point 6.4.2 may verify his or her entitlement with the authorisation described in sub-point a) of paragraph 1) when receiving the mail items of the grantor organisation.

#### 6.5.3. <sup>34</sup>Delivery to an agreed natural person as the authorised recipient

1) As regards a postal parcel to be delivered at a postal address – affected by the relevant provision of the separate Product Sheet – specified as such by the verbal instruction of the addressee on that particular occasion, Magyar Posta may consider the natural person expressly named as the person designated for the receipt of that parcel by the addressee during a telephone consultation prior to or following the delivery attempt who can be reached at a place which may even be other than the addressee’s address but is in the immediate vicinity of the addressee’s address and can be accessed without significant loss of time as the authorised recipient entitled to receive that parcel even if the addressee’s instruction given in the above manner does not meet all of the requirements of content and form pursuant to paragraphs 3) and 8) of point 6.5.

2) If delivery to the authorised recipient specified as such by the verbal instruction of the addressee on that particular occasion is frustrated, Magyar Posta will inform the addressee of this by sending a notification to the e-mail address made available to Magyar Posta by the

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<sup>33</sup> Repealed on 1 October 2014.

<sup>34</sup> The date of entry into force of the change in accordance with this paragraph is 13 January 2025.

sender at the time of producing the address label or by leaving a notification at the address indicated on the address label. As regards the retention of the postal parcel and – if the content of the service chosen for that particular postal parcel so requires – the second delivery attempt to the addressee as well as the sending of the notifications required in these cases, Magyar Posta will apply the general delivery rules set out in these GTC together with the provisions of the Product Sheet for the given postal parcel and the additional and supplementary services associated with it.

#### 6.6. Delivery to an alternative recipient

- 1) If neither the natural person addressee nor according to the alternative recipient's statement the authorised representative is present at the address at the time delivery is attempted, Magyar Posta will deliver the mail item to the alternative recipient who is present at the address by personal delivery.
- 2) An alternative recipient is deemed to be
  - a) a relative of the addressee pursuant to the Civil Code (spouse, lineal relative; adoptive, step or foster child; adoptive, step or foster parent; and a brother or sister; as well as the common-law spouse or the spouse of a lineal relative; the lineal relative and brother or sister of the spouse; and the spouse of a brother or sister) who is over 14 years old; and
  - b) the landlord of the property at the address or the person providing accommodation to the addressee provided they are natural persons.
- 3) Magyar Posta does not undertake to deliver mail items to the alternative recipient in person if the mail item to be delivered is:
  - a) a damaged registered mail item;
  - b) a postal parcel posted with the "to addressee in person" additional service;
  - c) - <sup>35</sup>
  - d) any mail item whose receipt to an alternative recipient has been barred by the addressee.

#### 6.7. Delivery to an occasional recipient

- 1) If the addressee, the authorised representative or an alternative recipient is not present at the address at the time of the attempted delivery of a postal parcel sent by domestic mail, Magyar Posta will consider an immediate neighbour of the addressee to be entitled to receive the mail item as an occasional recipient provided that the addressee has expressly instructed so and has specified the occasional recipient, and the occasional recipient also agrees to accept the postal parcel.
- 2) When delivery is made to an immediate neighbour, Magyar Posta leaves a notification advising the addressee of this, also indicating the occasional recipient, who accepted the postal parcel.
- 3) Magyar Posta does not deliver postal parcels which are damaged to an immediate neighbour (occasional recipient).

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<sup>35</sup> Repealed on 1 July 2023.

## 6.8. Delivery of mail items to a place other than the address

1) Magyar Posta delivers the following mail items to a delivery point instead of the place indicated in the address:

- a) mail items to be delivered in person whose delivery was unsuccessful for a reason beyond Magyar Posta's control and whose receipt was not refused at the address;
- b) mail items which must be delivered to a delivery point in accordance with a written contract entered into by the sender or the addressee and Magyar Posta (e.g. post office box rental, parcel storage);
- c) <sup>-36</sup>
- d) mail items of which Magyar Posta notified the addressee by leaving behind a notification on paper or sending a message to the addressee's domestic mobile phone number suitable for receiving text messages whose number was made available to Magyar Posta, or to the addressee's e-mail address or other official electronic means of contact unless the separate [Product Sheet](#) for the given mail item instructs otherwise.

1/A) Instead of the place indicated in the address, under a separate written contract concluded between Magyar Posta and the addressee (e.g. redirecting) or according to the provisions of the separate [Product Sheet](#) (e.g. repeated delivery to a new address), Magyar Posta delivers mail items to an address other than that given in the address or the delivery point assigned to the address.

2) At the delivery point described in paragraph 1), the address described in paragraph 1/A or the delivery point assigned to it, the addressee, the authorised representative of the addressee and the alternative recipient resident at or staying at the address, the address for redirecting, or the new address for a repeated delivery may collect mail items.

### 6.8.1. Retention (holding) periods

1) In the case of delivery to a delivery point, with the exceptions described in paragraph 2), and paragraphs 3) and 4) of point 6.4.3 or according to the provisions of the separate [Product Sheet](#), Magyar Posta ensures that the collection of mail items is possible for at least ten working days from the working day following the date of the delivery attempt and leaving the notification or electronic notification being sent by Magyar Posta.

2) The retention (holding) period at the delivery point designated for delivery is as follows:

- a) in the case of official documents, according to the provisions of the separate [Product Sheet](#);
- b) in the case of MPL Business parcels, according to the provisions of the separate [Product Sheet](#);
- c) in the case of all inbound mail items from abroad, fifteen working days;
- d) in the case of MPL postal parcels, according to the provisions of the separate [Product Sheet](#).

2/A) On the day when the notification is left or the electronic notification is sent by Magyar Posta, the mail item can only be collected if this is explicitly stated in the notification advising

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<sup>36</sup> Repealed on 1 January 2024.

the addressee of the arrival of a mail item and left at the address or sent to the addressee's domestic mobile phone number suitable for receiving text messages, or to the addressee's e-mail address, or to another official electronic means of contact made available to Magyar Posta.

3) In the case of mail items requiring customs authority action, when the postal customs agent service is used in accordance with the separate Product Sheet to carry out import customs clearance (not including goods forwarding), Magyar Posta will retain the mail item at the International Postal Office of Exchange for at most twenty days from the date of the registration of the mail item's arrival in Hungary.

#### 6.9. Delivery of mail items by intermediate deliverer

1) Magyar Posta delivers mail items and notifications of the arrival of a mail item to the addressee via the organisation operating at the address indicated on the mail item (hereinafter referred to as the intermediate deliverer) if the addressee's place of permanent or temporary residence or workplace is

- a) the Hungarian Defence Forces, Military and National Security Service, police;
- b) a prison, detention centre;
- c) an institution providing health or social care;
- d) a hotel, student hostel, workers' hostel, holiday home.

2) In the case of an office block, shopping centre, industrial park, production site or other similar establishment used by several addressees or not operated by the user, the organisation operating such establishments must act as an intermediate deliverer if Magyar Posta's access to an addressee in the building or in the area of the property is in any way restricted, unsafe, or the means of access to the addressees is not clearly identified.

2/A) Magyar Posta considers access to an addressee operating in a building or in the area of a property restricted or unsafe, or the address not to be clearly identified if

- a) entry to or staying in the office block, shopping centre, industrial park, production site or other similar establishment or free movement in the area, whether by vehicle or on foot, is subject to a separate permit or condition judged to be equivalent to this (e.g. having to use or wear special protective equipment or clothing), or, due to the infrastructural features of the premises (e.g. the lack of an area designated for pedestrian access only) or the operational nature of the premises (e.g. the mass presence of material handling equipment) or security features (e.g. electric fence, guard dogs), the health and physical well-being of the person delivering the mail items is in danger;
- b) due to the large number of addressee organisations operating within the office block, shopping centre, industrial park, production site or other similar establishment, or due to the location of these organisations within the premises in question, reaching these addressees or the letterboxes installed for each addressee requires specific local knowledge, or the natural person authorised to accept mail items on behalf of an organisation is only temporarily available.

3) The intermediate deliverer is obliged to set up a post room at or near the entrance to the property or make space available for safe delivery. The intermediate deliverer must ensure the delivery of non-registered mail items and recorded letter-mail items by acceptance from

Magyar Posta or by providing a bank of letterboxes or another delivery option for the delivery of mail items, and appoint an authorised person to receive registered mail – not including recorded letter-mail items – in person, ensuring that delivery is not subject to unreasonably long delays.

4) The intermediate deliverer is obliged to accept the mail items except for those described in paragraphs 5) and 6) and is obliged to ensure that the mail items and the notifications of the arrival of a mail item are delivered to the addressee by the end of the working day following the acceptance of the mail items at the latest unless an agreement with the addressee or, for organisations operating establishments pursuant to sub-points a) to c) of paragraph 1), the law provides otherwise. Magyar Posta considers mail items to be delivered upon handover to the intermediate deliverer.

5) The intermediate deliverer may refuse to accept mail items for which the addressee has to pay.

6) The following may not be delivered to an intermediate deliverer:

- a) damaged registered mail items to be delivered by personal delivery;
- b) dutiable mail items;
- c) <sup>37</sup>
- d) mail items whose delivery to an intermediate deliverer is excluded by law or a written contract or the sender's separate instruction in accordance with the general terms and conditions.

7) Magyar Posta will leave notification of the arrival of mail items which are undelivered in accordance with paragraphs 5) and 6) for the addressee with the intermediate deliverer.

8) The intermediate deliverer is obliged to handle mail items received for its own organisation and notifications of the arrival of mail items for its own organisation separately from the mail items and notifications of arrival accepted as an intermediate deliverer.

9) If the organisation operating the establishments described in paragraphs 1) and 2) does not provide an intermediate deliverer and, in cooperation with this person, does not ensure that the requirements in paragraph 3) are fulfilled, Magyar Posta will return mail items to the addressee endorsed "kézbesítés akadályozott" (unable to deliver) in accordance with sub-point f) of paragraph 1) of point 6.13 of these GTC or, instead of returning, may attempt to deliver the mail items. The organisation operating the establishments described in paragraphs 1) and 2) is obliged to reimburse the additional costs incurred by the application of this paragraph to Magyar Posta.

10) The head of the intermediate deliverer holding the right of representation or an employee vested with this right must issue a document verifying entitlement to receive mail items bearing the name of the person authorised to receive mail items on which the name (company name) of the organisation performing intermediate delivery must appear. Furthermore, a register must be kept of the persons authorised to receive mail items ensuring that the identity of the person receiving the mail items can be established and traced for at least two years after receipt.

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<sup>37</sup> Repealed on 1 July 2023.

11) The person authorised by the intermediate deliverer to receive mail items is obliged to verify his or her entitlement to Magyar Posta by showing the document authorising this person by name. In order to enable Magyar Posta to record the required information during delivery, the person authorised to receive mail items must provide on the document verifying delivery or on the technical device recording the fact of delivery the name of the intermediate delivery organisation, its capacity as the intermediate deliverer and the name of the person accepting mail items. Furthermore, the recipient must show Magyar Posta his or her document suitable for verifying identity. When Magyar Posta uses a paper-based delivery document, the name of the intermediate delivery organisation and the person receiving the mail items can also be indicated using a stamp bearing this information.

#### 6.10. Proving entitlement to receive mail items and personal identity

1) In the case of an organisation as the addressee Magyar Posta accepts as proof of the head of the organisation's entitlement to receive mail items

- a) a certificate of incorporation, excerpt from the trade register or order issued by the court of registration which is not more than one year old or a copy of any of these documents drawn up as a public document or a simple copy.
- b) Magyar Posta only accepts a certificate of incorporation downloaded from the internet provided the source of the download is named and the date of the download is stated, and based on the downloaded document the document's validity can be established with regard to the head of the organisation's entitlement to receive the item, i.e. that the document is not more than one year old.

A simple copy of the documents listed in sub-point a) and a printed version of the downloaded certificate of incorporation described in sub-point b) must be given to Magyar Posta in order to ensure that the information made available can be traced and subsequently proven.

2) Magyar Posta only inspects the validity and expiry of the documents described in paragraph 1) with regard to checking dates older than a year and accepts the document issued most recently in the event of several documents being presented simultaneously.

3) In addition to the documents listed in paragraph 1), Magyar Posta also accepts the following documents as proof of the head of the organisation's entitlement to receive mail items:

- a) instrument of incorporation (articles of association, deed of foundation or statutes), or
- b) specimen signature, or
- c) signature countersigned by an attorney at law participating in the company registration (amendment of information in the register) procedure, or
- d) employment contract, or
- e) agency contract, or
- f) an official document proving the entitlement as the head of the organisation issued by the organisation, or
- g) any document that is suitable for proving managerial status under or derived from a provision of the law.

4) If the head of the organisation wishes to prove his/her entitlement to receive a mail item pursuant to paragraph 3) sub-point g), Magyar Posta may request the head of the organisation

to support his/her statement with regard to the entitlement to receive mail items by citing the relevant legal provision. If this is not provided, in the absence of proof of entitlement, the mail item may not be delivered to this natural person in this capacity.

5) If the head of the organisation makes a notification as described in point 6.2.1 while presenting the original documents listed in paragraphs 1) and 3) and simultaneously handing over a copy of these documents to Magyar Posta, Magyar Posta will issue a “Certificate of Power of Representation” to the head of the organisation in proof of his/her capacity, which can be used to prove the head of the organisation’s entitlement to receive mail items within the period of time indicated in it.

6) Recipients with a certified entitlement to receive mail items may prove their identity with the following valid documents:

- a) Hungarian nationals: permanent identity card (including an e-card), temporary identity card, passport or other travel document, military identity card; defence service, government official and public official identity card; military retirement card, temporary service card, driver’s licence issued after 1 January 2001, and other documents with a photograph and an individual number issued by an administrative body or chamber (e.g. student card);
- b) citizens of the European Economic Area and Swiss nationals: travel document, identity card, residence card or registration certificate;
- c) third country nationals: travel document, residence permit, immigration permit, permanent residence permit, temporary residence permit, national residence permit or EC residence permit.

7) An alternative recipient and, for the purposes of paragraph 9/2 c) of point 6.2 of these GTC, the natural person indicated in the address may prove that their permanent or temporary address is the same as the address of the mail item or the redirecting address, or, in the event of redirecting to a post office box, the same as the address of the PO box holder, with the following valid documents:

- a) residence card;
- b) old type of Hungarian identity card;
- c) utility bill not more than one month old bearing the name of the alternative recipient or the natural person indicated in the address and having the same address as given on the mail item;
- d) humanitarian residence permit provided it includes the permanent or temporary address;
- e) accommodation notification issued by the National Directorate General for Alien Policing, and other residence permit containing the permanent or temporary address.

8) - <sup>38</sup>

9) Magyar Posta delivers registered mail items – not including recorded letter-mail items – to addressees or other authorised recipients who have no knowledge of Roman script in the presence of an adult witness. Magyar Posta checks the identity of the addressee or other authorised recipient and the witness prior to delivery. Based on this, Magyar Posta records

<sup>38</sup> The provisions of this paragraph are included in paragraph 1/B) of point 6.11 from the date of entry into force of the modification (1 June 2022).

the type and alphanumeric code of the documents in proof of identity as well as the capacity of the witness on the delivery document or other technical device recording the fact of delivery.

10) Magyar Posta delivers mail items requiring delivery by personal handover addressed to natural persons who do not have legal capacity or who are subject to guardianship excluding legal capacity to their legal representative or guardian. The guardian may prove his or her capacity by showing an original or copy of a final judicial decision or official decision.

11) Mail items addressed to natural persons who do not have capacity to act due to their age may be received by their legal representative (parent) as the addressee noting that, in the course of delivering postal parcels posted with the insured additional service for an amount under HUF 200,000, Magyar Posta will, in the absence of a notification made by a legal representative (parent) to the contrary in accordance with point 6.2.1, presume that the legal representatives (parents) jointly exercise the right of custody in a way that they are mutually empowered to arrange the financial affairs of the minor. In the course of delivering postal parcels posted with the insured additional service for an amount over HUF 200,000 addressed to natural persons who do not have capacity to act due to their age, the legal representative (parent) wishing to receive the item must show an authorisation granted by the other legal representative (parent) in accordance with point 6.5.

#### 6.10.1. Delivery to an address

1) Except in the case of intermediate delivery, when delivering to an address, Magyar Posta regards the entitlement to receive mail as proven based on a verbal statement on the grounds of such entitlement except if the authenticity of the verbal statement is doubtful. When delivering mail items addressed to condominiums with not more than 6 apartments, the receiving co-owner must verify that he or she has an ownership share of the condominium given in the address or redirection address of the mail item. If the grounds of the entitlement to receive mail are doubtful based on the verbal statement, Magyar Posta will request further evidence of the existence of the entitlement. The existence of the entitlement to receive mail of intermediate deliverers is verified by the document in their name described in paragraph 10) of point 6.9. In the event that a natural person wishing to collect a mail item cannot show appropriate proof of entitlement to receive the mail item, Magyar Posta

- a) leaves a notification of the arrival of the mail item in the letterbox or in the absence of a letterbox in a place used for this purpose near the address or a facility provided by the addressee which Magyar Posta presumes is for the purpose of delivering mail items so long as the place used for this purpose in the vicinity of the address is not directly exposed to the weather (wind and rain, etc.) and is covered
- b) or, if such information is available to Magyar Posta, may send a notification to the addressee's domestic mobile phone number suitable for receiving text messages, or the addressee's e-mail address or other official electronic means of contact.

2) In the case of the delivery of registered mail items to be delivered in person at a postal address, the authorised recipient with proven entitlement proves his or her identity to Magyar Posta by presenting a document verifying his or her identity. In the case of delivery to an authorised representative, only documents are accepted in proof of identity which,



besides the name of the representative, bear at least one particular that establishes identity and is also included in the authorisation letter or certificate issued about the authorisation letter.

3) When delivering registered mail items to be delivered in person, Magyar Posta records the type and alphanumeric code of the document proving identity as well as the grounds for receipt when delivered to a person other than the addressee on the delivery document or the technical device for recording the fact of delivery.

3/A) If, in connection with the provisions of paragraph 2), the addressee or other authorised recipient proves his or her identity with an official document equipped with a high-security electronic storage element (eID) when receiving a registered mail item – not including a recorded letter-mail item –, instead of Magyar Posta recording the type and alphanumeric code of the document proving identity, in addition to reading these data from the storage element of the official document using the technical device for recording the fact of delivery, the corresponding CAN code must also be entered by the addressee or other authorised recipient.

3/B) <sup>-39</sup>

4) When receiving registered mail items posted with the advice of delivery additional service or official documents, Magyar Posta records the legible name of the person entitled to receive mail separately on the advice-of-delivery form/delivery confirmation as well and indicates the grounds for the entitlement of receipt in the section designated for this purpose. Apart from this, for official documents during delivery to an alternative recipient, the recipient's relationship to the addressee described in sub-point a) of paragraph 2) of point 6.6 is also indicated.

5) Organisations which receive their mail items based on a written contract at their premises in a separate receptacle or unit load (unit box, box, sack, pallet, container) must ensure that data proving that delivery has taken place are marked on the delivery document and the advice-of-delivery form/delivery confirmation in accordance with the provisions of the separate Product Sheet (pick-up and delivery).

#### 6.10.2. Delivery at a delivery point

1) When delivering mail items addressed to an addressee who is a natural person at a delivery point, Magyar Posta accepts the verbal statement of the person coming to collect the mail item with regard to the existence of the grounds of the entitlement to receive the item if the person hands over, on Magyar Posta's request, the notification of the arrival of the mail item, or shows its digital copy or the notification sent by Magyar Posta to the addressee's domestic mobile phone number suitable for receiving text messages, or the addressee's e-mail address or other official electronic means of contact. If the existence of the grounds of the entitlement for receipt is doubtful based on the verbal statement, Magyar Posta will request further evidence of the existence of the grounds. An alternative recipient must also prove that his or her permanent or temporary address is the same as the address or redirecting address of the mail item.

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<sup>39</sup> Repealed on 1 June 2022.

2) When delivering registered mail items – not including recorded letter-mail items – at a delivery point, the recipient with proven entitlement must prove his or her identity by presenting a document for this purpose to Magyar Posta. In the case of delivery to an authorised representative, only documents are accepted in proof of identity which, besides the name of the representative, bear at least one particular that establishes identity and is also included in the authorisation or certificate issued about the authorisation. Magyar Posta marks the type and alphanumeric code of the document proving identity as well as – except in the case of delivery to the addressee – the grounds entitling the recipient to receive the item on the technical device for recording the fact of delivery, and, in the case of postal parcels, on the delivery document. When delivering a registered mail item posted with the advice of delivery additional service or an official document, Magyar Posta records the legible name of the person entitled to receive mail separately on the advice-of-delivery form/delivery confirmation as well and indicates the grounds for the entitlement of receipt in the section designated for this purpose. Apart from this, for official documents during delivery to an alternative recipient, the recipient's relationship to the addressee described in sub-point a) of paragraph 2) of point 6.6 is also indicated.

2/A) If, in connection with the provisions of paragraphs 1) and 2), the addressee or other authorised recipient proves his or her identity with an official document equipped with a high-security electronic storage element (eID) when receiving a registered mail item – not including a recorded letter-mail item –, instead of Magyar Posta recording the type and alphanumeric code of the document proving identity, in addition to reading these data from the storage element of the official document using the technical device for recording the fact of delivery, the corresponding CAN code must also be entered by the addressee or other authorised recipient.

2/B) <sup>-40</sup>

3) When delivering at a delivery point, if the person coming to collect the mail item does not hand over at Magyar Posta's request the notification of arrival for the mail item or does not show its digital version or the notification sent by Magyar Posta to the addressee's domestic mobile phone number suitable for receiving text messages, or the addressee's e-mail address or other official electronic means of contact, Magyar Posta only delivers the mail item after checking the person's entitlement to receive mail and identity by an official document and a public document.

#### 6.11. Refusal of the acceptance of mail items

1) The instruction of the addressee or the authorised representative, also containing the type and alphanumeric code of the document in proof of identity, concerning the non-acceptance of a mail item upon delivery indicated

- a) on the delivery document in writing and confirmed by the intended recipient's signature or
- b) by adding a signature to the declaration generated by the technical device for recording the fact of delivery with regard to this fact

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<sup>40</sup> Repealed on 1 June 2022.

is deemed as refusal to accept a mail item. In the case of an organisation, the refusal of a natural person defined in paragraphs 2) and 3) of point 6.4.2 to accept a mail item is classified as refusal to accept mail by the addressee.

1/A) <sup>-41</sup>

1/B) Magyar Posta considers an authentic mark attesting to the identity of a natural person as described in paragraph 1) entitled to refuse the acceptance of mail made on the delivery document or the technical device for recording the fact of delivery in a manner that cannot be subsequently disputed (using the eSignature function of the eID) as the person's signature in his or her own hand. Another condition of the use of such an authentic mark when receiving mail items addressed to an organisation – when Magyar Posta uses a paper-based delivery document – is that

- a) the provisions of the organisation's records management rules ensure that the user can be identified subsequently;
- b) the organisation submits a notification according to paragraph 2) of point 6.2.1 prior to the start of using such an authentic mark;
- c) the organisation using such an authentic mark undertakes to provide information on its entitlement to receive mail items prevailing at the time of use within three working days at most of receiving Magyar Posta's written request to this end.

The recipient and Magyar Posta must keep the document attesting the authenticity of the mark for three years from the date of its last use. Magyar Posta accepts no liability for damages arising from the improper use of the authentic mark (other than described above) and from deficiencies of providing the conditions of use.

2) In the event of the refusal to accept a mail item, Magyar Posta notes (indicates) this fact as the reason for non-delivery on the mail item and in the case of official documents also on the delivery confirmation, simultaneously recording the type and alphanumeric code of the document verifying the identity of the person refusing acceptance, based on the addressee's or the authorised recipient's written statement on the delivery document or the technical device for recording the fact of delivery, and then returns the mail item to the sender without leaving a notification at the address or sending a notification to the addressee's domestic mobile phone number suitable for receiving text messages, or the addressee's e-mail address or other official electronic means of contact made available to Magyar Posta, or providing a retention (holding) period for collection.

3) The circumstances below are not deemed refusal to accept a mail item: if

- a) the addressee or authorised representative
  - aa) undertakes to settle the fee payable upon the delivery of the mail item only after the delivery attempt within the period of retention (holding) described in point 6.8.1 because of the amount or the means of payment, or
  - ab) chooses not to give his or her signature on the declaration referred to in paragraph 1) or to have the type and alphanumeric code of his or her identity document recorded;

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<sup>41</sup> Repealed on 1 June 2022.

- b) the authorised recipient other than the addressee and other than the authorised representative does not wish to accept the mail item or chooses not to pay the fee due upon delivery, not to prove his or her entitlement to receive mail or his or her identity, or not to show Magyar Posta the official document containing the details to be indicated during delivery or not to have Magyar Posta record these details.

4) In the cases described in paragraph 3), Magyar Posta leaves a notification of the arrival of the mail item at the address for the addressee or, if such information is available to Magyar Posta, may send a notification to the addressee's domestic mobile phone number suitable for receiving text messages, or the addressee's e-mail address or other official electronic means of contact.

#### 6.12. Retrieval and return of mail items

1) In order to perform the postal service contract, Magyar Posta is obliged to retrieve any mail item wrongly delivered to an address that does not correspond with the address available to Magyar Posta due to Magyar Posta's own fault together with the mail item's contents even if opened, as well as to refund the fee erroneously collected upon delivery, to seal the mail item and, after marking the fact of misdelivery on the mail item or accompanying document, to ensure its delivery to the correct address.

2) If misdelivery is disputed, it is incumbent upon the party alleging delivery to the wrong address to prove this.

3) Magyar Posta, with the exceptions set out in the document Other fees related to postal services published on Magyar Posta's website, does not charge a special fee for returning a mail item to the sender. When returning mail items that were not delivered to the addressee, Magyar Posta does not take into account the supplementary and additional services used by the sender - except for the insured additional service and the "Fragile" additional service/handling - and the priority and time-guaranteed service/additional service. As regards registered mail items, however, Magyar Posta returns these to the sender applying provisions as follows:

- a) when returned at the delivery point, applying the provisions of point 6.4.3 of these GTC, except that, when returning mail items posted with the advice of delivery additional service and official documents, the details necessary for issuing the advice of delivery document or the delivery confirmation are not recorded;
- b) when returned at the postal address:
  - ba) for recorded registered letter-mail items, applying the provisions of point 6.3 of these GTC;
  - bb) and for mail items posted with the advice of delivery additional service and official documents, applying the provisions of point 6.10.1 of these GTC, with the difference that, when returning mail items, the details necessary for issuing the delivery confirmation are not recorded.

In the course of return delivery Magyar Posta applies the provisions of these GTC related to delivery with the exception of the performance of the postal service contract concluded with the consolidator in accordance with the provisions of paragraph 22) of point 3.5.

4) Magyar Posta does not retrieve mail items that have been delivered correctly.

5) If Magyar Posta learns after the conclusion of the postal service contract that the sender has not or not fully met the conditions for the production of the electronic posting lists and for the preparation of the mail items included in the posting lists for posting – and in particular the conditions established in points 3.5 and 3.6 of these GTC for addressing mail items and producing documents in proof of dispatch, address labels and accompanying documents –, and this omission cannot be rectified or supplemented without the sender's cooperation to achieve successful delivery, Magyar Posta may return the item(s) entered in the electronic posting list which is/are not properly prepared – without attempting delivery – to the return address indicated on the electronic posting list, marked “kézbesítés akadályozott” (unable to deliver) in accordance with sub-point f) of paragraph 1) of point 6.13.

#### 6.13. Undeliverable mail items and marking the reason for non-delivery

1) A mail item is undeliverable to the addressee or other authorised recipient for a reason not attributable to Magyar Posta if

- a) the addressing or address of the mail item is not correct (e.g. instead of the full address only the addressee's telephone number or e-mail address is marked) or the address does not exist and if the address cannot be identified or is not clear (endorsement: unidentifiable address);
- b) <sup>42</sup>the addressee in the address, in particular in the case of the declaration in point 6.2.1, is unknown (endorsement: addressee unknown);
- c) neither the addressee nor any other authorised recipient comes to pick up or collects the retained mail item by the deadline specified on the notification of the arrival of the mail item (endorsement: not collected)
- d) the reason for non-delivery stated in paragraph 1) of point 6.11 prevails (endorsement: acceptance refused)
- e) the addressee in accordance with the declaration in point 6.2.1 has moved from the address (endorsement: moved);
- f) delivery by deposit in the letterbox or handing over in person or leaving a notification is not possible (endorsement: unable to deliver);
- g) demise of a natural person or dissolution of an organisation in accordance with the declaration in point 6.2.1 (endorsement: reported deceased/dissolved).

1/A) <sup>-43</sup>

1/B) <sup>44</sup> Magyar Posta will inform the sender of the circumstance hindering delivery as the reason for being unable to deliver as described in sub-point f) of paragraph 1) above by providing the following marking on the mail item:

- a) KA01 – delivery or leaving a notification by placement in a letterbox is not possible;
- b) KA02 – the addressee or the owner of the property has not complied with Magyar Posta's notice to install or provide easy and safe access to an appropriate letterbox or bank of letterboxes;
- c) KA03 – the sender did not indicate on the cover of the official document that, in the event of an unsuccessful delivery attempt, a notification should be sent or be left behind;

<sup>42</sup> The date of entry into force of the change in accordance with this paragraph is 6 January 2024.

<sup>43</sup> Repealed on 13 January 2025.

<sup>44</sup> The date of entry into force of the change in accordance with this paragraph is 13 January 2025.

- d) KA04 – the address of the addressee featuring in the electronic posting list is not the same as the address of the addressee given on the mail item or on the address label;
- e) KA05 – the mail item identifier is damaged/not visible/illegible, or the barcode for the mail item cannot be identified by the technical device for recording the fact of delivery, or the result of the identification is different from the alphanumerical characters of the mail item identifier;
- f) KA06 – the organisation operating the establishment has not provided for the option of intermediate delivery or a notification for the addressee cannot be left with the intermediate deliverer;
- g) KA07 – the sender has requested in a subsequent instruction given prior to delivery that the mail item be returned;
- h) KA08 – with regard to the postal parcel with the identification number indicated by the addressee, the addressee has given an instruction
  - ha) in the form of an addressee’s instruction prior to the first delivery attempt in accordance with the separate Product Sheet, or
  - hb) in a verbal contract concluded as a result of a personal consultation between Magyar Posta and the addressee immediately after the attempted delivery of the mail item or during the subsequent retention (holding) period, or
  - hc) in a statement sent to Magyar Posta’s Central Customer Service from the electronic contact given as the addressee’s e-mail address on the address label of the postal parcel that the delivery of the parcel should not happen (i.e. the addressee does not wish to receive the postal parcel);
- i) KA09 – in connection with the delivery of an MPL Business Parcel, the addressee has not performed the tasks necessary for Magyar Posta Zrt. to fulfil the additional services (Document Management, Exchange Parcel) requested by the sender;
- j) KA10 – after the acceptance for delivery of a postal parcel to be delivered to a parcel terminal with a 0-day retention period, it is found that the parcel is not suitable for delivery to a parcel locker.

2) Magyar Posta, with the exception of the cases described in sub-points a), b), d), e), f) and g) of paragraph 1), will, after leaving notification at the address or, if such information is available to Magyar Posta, sending a notification to the addressee’s domestic mobile phone number suitable for receiving text messages, or the addressee’s e-mail address or other official electronic means of contact, retain the registered mail items which it is unable to deliver to the address for collection by the addressee at a designated delivery point.

3) Magyar Posta indicates the reason for non-delivery specified in paragraph 1) by appropriately endorsing the delivery document or on the technical device for recording the fact of delivery as well as on the mail item or the accompanying document, and returns the mail item to the sender.

4) Magyar Posta advises the sender of the reason for non-delivery specified in paragraph 1) on the Information page in the knowledge of the mail item’s ID number or, provided this was included in a written contract concluded with the sender, by e-mail, text message or using other technical device.

## 7. Complaint Handling

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1) A complaint is a statement made verbally (in person or over the phone) or in writing (as an entry in the Customers Book available at postal service outlets, or electronically (by email or submitted on a completed Form made available through the use of an electronic channel ensuring personal identification following a previously made personal appearance, e.g. through the Central Identification Agent) or by post) in which the user alleges that the service provided by Magyar Posta does not meet the provisions laid down by law or in these GTC in part or in whole.

1/A) Complaints concerning mail items may be made within a six-month period of limitation calculated from the date of posting, and, in the event of an activity objected to (including an objection regarding the conduct of an employee, member, agent or postal contractor of Magyar Posta), within thirty days of learning of it but within six months of the activity taking place at the latest.

2) Magyar Posta handles enquiries and reports made by users which do not contain an objection against a service provided by Magyar Posta, i.e. are not deemed to be complaints in accordance with paragraph 1), (e.g. a general enquiry with regard to postal services) and concern exclusively the following:

- a) the day of the delivery of a mail item, or after an unsuccessful delivery attempt the indication regarding the future of the mail item (retention at a postal service outlet, returning or redirecting the item);
- b) the day of returning a mail item and the reason for returning it

as requests for information provided that the information given by Magyar Posta (free of charge) based on an immediate action is acceptable to the user.

2/A) A request for information related to a mail item may be submitted to Magyar Posta within a one-year period calculated from the date of posting.

3) Complaints and requests for information may be made by users in person while arranging affairs during full opening hours at postal service outlets; for mobile posts while arranging affairs during the period of stay at the designated access point in the given settlement, and reports arising when posting a postal parcel at a Parcel Terminal or delivering a postal parcel addressed to a Parcel Terminal by calling the phone number indicated on the Parcel Terminal.

4) Audio recordings are made of requests for information and complaints made over the phone to the Central Customer Service, and users classified as consumers under Act CLV of 1997 on consumer protection (hereinafter referred to as the "Consumer Protection Act") are advised of this as well as Magyar Posta's obligations related to keeping and disclosing audio recordings, and the individual identification number of the audio recording at the start of the call. Magyar Posta keeps the voice recording for five years and, if requested by a user classified as a consumer under the Consumer Protection Act, will – within 30 days of learning of the user's request to this end and free of charge

- a) ensure that the user can listen to the audio recording at an agreed time at the customer service point specified in paragraph 2) of point 1;

- b) make an electronic copy of the audio recording available to the user at most on one occasion for each audio recording.

5) Magyar Posta deals with requests for information immediately, providing the necessary information free of charge. If the request for information was not satisfied in a manner that reassures the user according to the user's feedback given in response to the information provided by Magyar Posta, or the user disagreed with the information received, or the user's report contains an objection against a service provided by Magyar Posta, Magyar Posta will record the report as a complaint and, stating its position regarding the complaint in an official document (using a form), will thereafter handle it as a complaint. If a complaint is made in person, a copy of the document (form) will be handed over to the user on the spot, and for complaints made over the phone, it will be sent to the user together with the reply made to the complaint.

5/A) If the user wishes to receive the information provided verbally by Magyar Posta based on the request for information also in writing, Magyar Posta will fulfil this request within the data supply supplementary service in accordance with the separate [Product Sheet](#).

6) The date of entering a complaint in the register is the date the complaint is uttered in the case of verbal complaints and the date of receipt by Magyar Posta for written complaints provided that all the data necessary for the investigation of the complaint are fully available. If, based on the contents of the written complaint, the investigation cannot be started due to the absence of an important piece of information necessary in connection with the nature of the complaint or the activity objected to (e.g. mail item identifier, addressing), the date of entering the complaint in the register will be the date when the complainant subsequently provides the missing information to Magyar Posta.

7) Magyar Posta examines complaints received free of charge in a simple, transparent, non-discriminatory procedure. Magyar Posta may decide not to investigate a repeated complaint made on the same, previously investigated subject with no new information by the same complainant which was answered by Magyar Posta on merit as well as customer complaints made by unidentifiable persons. An electronic register of complaints and the means of dealing with them is kept. Magyar Posta retains the complaints and the answers to them for 3 years.

8) For domestic services and for services to European Union member states Magyar Posta has thirty days to investigate complaints from the date of receipt. The period for the investigation procedure for domestic services and for services to European Union member states may be extended by thirty days on one occasion at the same time as advising the complainant.

9) For mail items sent by international mail the time-limit for submitting complaints is given in international agreements. The latest date for this – unless the separate Product Sheet provides otherwise – is six months from the date of posting. For registered mail items sent by international mail – if the complaint concerns the postal handling of a registered mail item between its acceptance and delivery – the procedure can be started by completing the declaration form CN18.

10) Magyar Posta must advise the complainant of the result of the investigation in writing immediately in the case of domestic service and for international service – if applicable, following the interim provision of information of any measure taken in the interest of the



investigation – within fifteen days of the date of receipt of information from a foreign postal service provider. If the foreign postal service provider sends information late, the postal operator liable for the fulfilment of the provisions in the service contract will bear no liability provided that it has done its utmost to provide the information to be obtained from its contracted partner postal service provider by the deadline.

11) If the complainant does not accept the answer to a complaint made in relation to a postal service or Magyar Posta does not answer such a complaint within the time-limit, the complainant may turn to the National Media and Infocommunications Authority within 30 days of receiving the reply or, if no reply is received, within thirty days of the expiry of the time-limit for replying.

11/A) A complainant classified as a consumer<sup>45</sup> may turn to the Arbitration Board which has jurisdiction for the complainant's permanent or habitual address (or registered office) under the Consumer Protection Act with a complaint concerning a supplementary service – not classified as a postal service – which is used in relation to a postal service, or in order to seek the out-of-court settlement of a legal dispute.

12) If the addressee wishes to request a review with regard to a mail item with contents requiring customs clearance arriving in Hungary from outside the European Union (EU) customs border, i.e. intends to use subsequent customs clearance involving the submission of a new customs declaration form, this may only be indicated to Magyar Posta by completing the Request form<sup>46</sup> published on Magyar Posta's website and attaching the related documents. Magyar Posta will handle, answer and record this request in a separate procedure independently from the procedures for complaints or requests for information described in paragraphs 1) to 11/A).

## 8. Data protection and confidentiality

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1) Magyar Posta, with the exceptions set out in paragraphs 5) to 9), uses and forwards personal data that come to its knowledge based on the provisions of the legislation specified in paragraph 3) of point 2 of these GTC in connection with the provision of postal services or during the performance of a service as the data controller bearing in mind the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter referred to as the General Data Protection Regulation).

1/A) Magyar Posta's privacy statement and information on data processing is available on the web page Privacy Notice. A list of data processors used in the course of providing postal services is available on the Privacy Notice page under related information.

2) Regarding the data processing described in paragraph 1),

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<sup>45</sup> In the application of rules pertaining to arbitration boards, a civil society organisation, ecclesiastical legal entity, condominium, housing cooperative, or micro, small or medium-sized enterprise acting for purposes falling outside its professional or business activity which purchases, orders, receives or uses goods, or is the addressee of commercial communications or commercial offers related to the goods may also be classified as a consumer.

<sup>46</sup> Submission of request for subsequent amendment of conducted customs clearance.

- a) its purposes are the performance of the postal service contract; the accounting, certification and subsequent control of performance; supplying data to the Authority, and other purposes laid down by the Postal Services Act;
  - b) its duration is, unless the Postal Services Act provides or the user instructs otherwise, as follows:
    - ba) Magyar Posta – unless these GTC provide otherwise – keeps all documents related to the postal service until the last day of the fifth calendar year calculated from the dispatch of the mail item;
    - bb) in order to assess a potential claim for compensation, Magyar Posta keeps photographs of the mail item affected by compensation and – with the prior written consent of and in the presence of the person submitting the claim – of its contents for 1 year from the assessment;
    - bc) Magyar Posta keeps the electronically recorded data of authorisations which are no longer valid in accordance with paragraph 4/A) of point 6.5 for 5 years of them becoming invalid;
    - bd) Magyar Posta is obliged to keep accounting documents generated through the use of a postal service for 8 years as stipulated by Act C of 2000 on accounting.
- 3) Magyar Posta makes the performance of the postal service dependent on neither making available personal or other data which are not necessary for the performance of the postal service requested by the sender nor making a declaration consenting to the handling of data for the same reason.
- 4) Magyar Posta only relays data that come to its knowledge in connection with the provision of postal services or during the performance of a service to data controllers or data processors in third countries for the purposes of the performance of the postal service contract, and the accounting, certification and subsequent control of performance.
- 5) Magyar Posta only learns of the contents of mail items handled by it to the extent necessary for the performance of the service and for the assessment of any potential claims for damages related to this.
- 6) Under the postal service Magyar Posta
- a) does not open sealed mail items except in the circumstances set out in paragraph 8);
  - b) only examines unsealed mail items to the extent necessary in order to establish data required for acceptance, collection, processing, carriage and delivery;
  - c) does not disclose data that come to its knowledge when providing a service to others except to the sender, the addressee (or other authorised recipient) and the bodies specified in paragraph 10);
  - d) does not hand over mail items to others for the purposes of learning their contents except to the sender, the addressee (or other authorised recipient) and the bodies specified in paragraph 10); and
  - e) does not provide information about the performance of the service to others except to the sender, the addressee (or other authorised recipient) and the bodies specified in paragraph 10).

7) In applying sub-point d) of paragraph 6), Magyar Posta deems the person showing the document in proof of posting as having authority equivalent to the sender. With regard to sub-points c) and e) of paragraph 6), Magyar Posta deems the following person as having authority equivalent to the sender:

- a) a person who knows and tells Magyar Posta the data which individually identify a mail item and, if required, the address of the mail item and the name of the sender and addressee;
- b) and furthermore who – in the event that, despite the contents of sub-point a), there is doubt about the person’s authority to learn about the data or information available to Magyar Posta in connection with performing the service – forwards the document in proof of such authority to Magyar Posta.

8) Magyar Posta will open sealed items if

- a) the cover of a mail item is damaged to such an extent that opening is justified in order to protect the contents and the contents of the mail item cannot be protected by re-wrapping the item without opening it;
- b) opening the mail item is justified in order to avert danger posed by the contents of the item; and
- c) in the event of the occurrence of the situation described in sub-points b) and c) of paragraph 7) of point 4.3.4.

9) Opening mail items is conducted by Magyar Posta in accordance with paragraph 9) of point 4.3.4 and additionally the fact of the postal opening is marked on the item and, if possible, the sender is advised of the opening and the reason for it.

10) Magyar Posta takes appropriate organisational and technical measures to ensure the confidentiality of mail items, written communications and statements handled in the course of the performance of postal services. Magyar Posta, in the event of the existence of the legal conditions and a request to this end, hands over or shows mail items, written communications and statements to organisations authorised by separate legislation, and allows the observation and storage of, or intervention with mail items and written communications by other means.

11) The employees, agents and postal contractors of Magyar Posta are under the same obligation of confidentiality as Magyar Posta, which also continues after the employment or the legal relationship of the agent or postal contractor ceases, and are liable for breaches of this obligation.

11/A) <sup>-47</sup>

11/B) <sup>-48</sup>

12) -

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<sup>47</sup> The provisions previously contained in this paragraph are included in paragraph 2) from the date of entry into force.

<sup>48</sup> The provisions previously contained in this paragraph are included in paragraph 2) from the date of entry into force.

## 9. Liability for damages

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### 9.1. Liability for damages for mail items sent by domestic mail

#### 9.1.1. General rules

1) Magyar Posta assumes liability for damages for the destruction of, the full or partial loss of and damage to mail items as well as in consequence of the delayed performance of the time-guaranteed service/additional service to the sender; as described in paragraph 2) of point 9.1.6 to the addressee, or as described in paragraph 3) of point 9.1.6 to a third party, and in the event of the non-contractual performance of the redirection supplementary service to the addressee.

2) In the absence of an agreement between Magyar Posta and the sender or the addressee, the general rules of the Civil Code govern Magyar Posta's liability for damages arising from providing the postal service – with the exception of damages arising from the destruction of, loss in part or in full of and damage to mail items as well as the delayed performance of the time-guaranteed service/additional service and the non-performance or non-contractual performance of the redirection supplementary service – with the proviso that Magyar Posta will indemnify the pecuniary damage caused to the property of the sender or the addressee as described in paragraph 2) of point 9.1.6 with the exception of lost financial advantage. (In other words restitution, the sanction of violating personality rights irrespective of attributability and damages arising from the violation of personality rights under the Civil Code of Hungary cannot be enforced against Magyar Posta.) Claims arising in relation to the non-performance or non-contractual performance of the postal service contract will lapse after six months.

3) In the cases described in points 9.1.3 to 9.1.5, Magyar Posta may not claim that the damage caused was less than the flat-rate indemnity specified therein or less than the amount of the insured value, and the user may not claim that the damage caused was greater than the flat-rate indemnity specified therein or the amount of the insured value.

4) Magyar Posta will apply the general rules of the Civil Code for the indemnification by the sender of damage caused by a mail item to Magyar Posta or to any third party outside the postal service contract.

5) Magyar Posta will apply the rules of the Civil Code, unless a separate written contract between the sender and Magyar Posta provides otherwise, for the indemnification by the sender of damages caused to Magyar Posta ascribable to the sender by the destruction, full or partial loss or damage due to improper use of the receptacles and unit loads (unit box, box, sack, pallet, container) provided by Magyar Posta in order to facilitate the use of the postal service contract.

#### 9.1.2. Disclaimer of Magyar Posta's liability

1) Magyar Posta is not liable for damages incurred due to the destruction of, full or partial loss of, or damage to a mail item in the period of time from the acceptance of the mail item until its delivery or return delivery to the sender if the damage was caused

- a) by unforeseeable circumstances beyond Magyar Posta's control;
- b) by the inherent nature of the mail item or deficiencies in wrapping that are imperceptible from the item's exterior, or
- c) by another mail item;

- d) by the sender omitting to mark that the item required the “Fragile” additional service/handling on the mail item’s address label, document in proof of dispatch, or in its paper-based or electronic posting list.

2) Furthermore, Magyar Posta will bear no liability if

- a) the contents of the mail item deteriorate even though Magyar Posta performed the service within the time-limit;
- b) the packaging was not appropriate for the characteristics, nature, shape, weight or physical attributes of the contents, or did not meet the requirements for items that may only be carried upon certain conditions specified in Appendix 1 published on Magyar Posta’s website, or the contents of a postal parcel posted with the “Fragile” additional service/handling are damaged, leak or become soiled due to inadequate packaging;
- c) the packaging did not protect the contents of the mail item from damage caused by occasionally turning or rotating the item or from the mechanical, electrical or electronic disorder of the contents in the course of processing, forwarding and carriage;
- d) the mail item’s packaging was inappropriate for the temperature of its environment for the season (e.g. equipment used in the performance of the postal service directly exposed to the weather such as a Parcel Terminal, heated postal premises);
- e) the contents of a mail item posted without the “Fragile” additional service/handling is damaged in spite of its exterior remaining intact and undamaged including the manufacturer’s packaging used by the producer of the contents;
- f) after opening the intact packaging chipping, scratching, friction or other damage is found on enamelled or varnished objects as well as on furniture and wooden objects;
- g) articles sent by postal parcel have rusted, oxidised or become tarnished;
- h) a mail item which can be posted unwrapped based on paragraph 4) of point 3.3 and is posted unwrapped becomes soiled or scratched, or its protruding parts (e.g. wheels, rollers, handle) are damaged;
- i) the sender does not fulfil his or her obligation of making sure that the data on the address label produced in the course of preparing the mail item for posting and/or on the document in proof of posting are correct or of indicating the need to correct erroneous details during acceptance;
- j) Magyar Posta delivered the postal parcel to the immediate neighbour at the address acting as an occasional recipient in absence of a specific instruction to that effect from the sender but observing the conditions specified in point 6.7;
- k) the contents of a mail item deteriorate during the period of retention (holding) following an unsuccessful delivery attempt or during the performance of a supplementary service (e.g. parcel storage) requested by the sender;
- l) the service or the additional and supplementary services, or the notifications and/or communications undertaken by Magyar Posta herein or on a separate Product Sheet were not fulfilled because the sender failed to provide Magyar Posta with or provided erroneously the electronic contact details (and thus in particular the addressee’s telephone number, the addressee’s domestic mobile phone number suitable for receiving SMS text messages, the addressee’s e-mail address or any other electronic contact) necessary to contact the sender or addressee, or if the sender or the addressee

- encountered a problem in accessing electronic telecommunications, or at the contact detail(s) provided it was not possible to make contact for reasons beyond Magyar Posta's sphere of operation;
- m) it can be presumed that the sender or addressee acted with fraudulent intent in the interest of receiving indemnity or the fee or fee difference of the unperformed service being repaid to it completely or partly;
  - n) Magyar Posta undertook the performance of the postal service contract based on the sender's explicit statement made in accordance with sub-point b) of paragraph 8/A) of point 3.2;
  - o) the sender did not or not fully meet the conditions for the production of the electronic posting lists and for the preparation of the mail items for posting included in the posting lists;
  - p) for postal parcels that are marked in appendix 1 published on Magyar Posta's website specifically as to be posted with insurance the sender failed to mark the use of the insurance additional service on the address label, the document in proof of dispatch or in the paper-based or electronic posting list;
  - q) the sender has posted a mail item that contains an object requiring special handling ("Fragile items") during the performance of the postal service due to the properties and nature of the contents as described in Appendix 1 published on Magyar Posta's website to an addressee in a country where a "Fragile" additional service or handling is not provided.
- 3) Magyar Posta must prove the deficiency in packaging and also that the damage was caused by an unforeseeable circumstance beyond its control or, in spite of its conduct in accordance with the contract, by a mail item of a third party other than the injured party, and/or that the sender failed to state the use of the supplementary or additional service on the address label or document in proof of dispatch, or in the paper-based or electronic posting list of the mail item.
- 4) The sender must prove that the damage was not a consequence of the inherent attributes of the mail item and that the damage was not due to a deficiency of the packaging, and, moreover, that the sender stated the use of the supplementary or additional service on the address label or document in proof of dispatch, or in the paper-based or electronic posting list of the mail item.
- 4/A) If the address of a mail item posted under the universal postal service contains a land registry reference number instead of the street name and house number, Magyar Posta will not be liable for damages and/or for the reimbursement of the fee in the event of failure to deliver the mail item.
- 5) Magyar Posta will not bear any liability for damages - even for a postal parcel posted with the "Fragile" additional service/handling - if only the external packaging of a mail item (including the manufacturer's packaging used by the producer of the contents) or information, an inscription or a picture on the mail item has been damaged.
- 6) Magyar Posta is not liable for damages arising from the loss of, destruction of or damage to mail items, notifications and advice-of-delivery forms/certified paper-based copies of the delivery confirmation that can be deposited in a letterbox if there is no letterbox which

complies with the requirements set out in point 6.3 at the address and Magyar Posta placed the notification of the arrival of mail items in a covered place near the address used for this purpose not directly exposed to the weather (wind and rain, etc.) or in a device which Magyar Posta presumed was provided by the addressee for the purpose of the delivery of mail items.

7) Magyar Posta is not liable for the unsuccessful delivery of mail items to be handed over in person, or the delayed or non-performance of the time-guaranteed service/additional service provided the reason for this is that the addressee did not ensure easy and safe access to the address for Magyar Posta.

8) In the case of the destruction or full loss of a mail item, a claim for damages on the grounds of delay cannot be enforced.

9) Magyar Posta is not liable for damages due to the delayed delivery of non-time-guaranteed mail items.

10) Magyar Posta will not be liable for damages due to the delayed delivery or the delayed attempted delivery of mail items posted with the time-guaranteed service/additional service if

- a) the delay was caused by unforeseeable circumstances beyond its control;
- b) the delivery or the attempted delivery of the mail item was unsuccessful within the time-limit because the addressee or other authorised recipient was not available at the place specified in the address; or,
- c) in addition to the cases set out in sub-points a) and b), exemption from liability for delayed performance is provided under the Civil Code,
- d) the sender does not hand over or has not sent the document in proof of dispatch or the paper-based or electronic posting list at the time or by the time of the posting of the items,
- e) the transport of dangerous goods complying with point 3 of chapter II of Appendix 1 published on Magyar Posta's website was delayed because Magyar Posta, in order to comply with ADR regulations, reasonably chose to restrict its available transport capacities (retaining the mail item with reason in the course of forwarding or delivery);
- f) the delivery attempt takes place on the addressee's specific instructions, after the time guarantee set by the sender, at the place indicated in the address or at a different, agreed place.

11) In the case of the non- or non-contractual performance of a postal service contract concluded concerning non-registered mail items, in particular in the event of the destruction of, full or partial loss of or damage to a mail item, Magyar Posta is under no obligation to pay indemnity for damages except if the loss or damage was the result of an intentional act by Magyar Posta or a person acting on its behalf.

12) Magyar Posta will not be liable for damages if the contents of a mail item are excluded from postal services or may only be carried subject to conditions and the sender did not comply with the requirements for the carriage of mail items subject to conditions.

13) <sup>-49</sup>

14) <sup>-50</sup>

15) <sup>-51</sup>

16) Magyar Posta accepts no liability for sanctions detrimental to the addressee imposed as a result of the closure of the customs clearance procedure based on the contents of the document containing the tax authority's findings or for decisions relating to VAT and customs payment obligations.

#### 9.1.3. Liability for the destruction of, loss of and damage to mail items

1) With the exception of the provisions of point 9.1.2, Magyar Posta is liable for damages incurred due to the destruction of, full or partial loss of, and damage to a mail item in the period of time from the acceptance of the mail item until its delivery or return delivery to the sender.

2) If a registered mail item not using the insured additional service is destroyed, fully or partially lost or damaged, Magyar Posta will pay flat-rate indemnity. If the mail item

- a) is destroyed or fully lost, the amount of the flat-rate indemnity payable is fifteen times the tariff charged for the service or a higher amount otherwise specified in a separate Product Sheet;
- b) is partially lost or damaged, the flat-rate indemnity payable will be the proportion of the full amount of the flat-rate indemnity specified in sub-point a) equivalent to the extent of the damage caused to the full value of the mail item.

3) If a postal parcel posted with the insured additional service is destroyed, fully or partially lost, or damaged, Magyar Posta will pay the following flat-rate indemnity taking the provisions of paragraph 5) into account:

- a) if the postal parcel is destroyed or fully lost, the flat-rate indemnity payable will be the sum indicated as the insured value;
- b) if the postal parcel is partially lost or damaged, the flat-rate indemnity payable will be the proportion of the amount of the insured value of the item equivalent to the extent of the damage caused compared to the total value of the item.

4) <sup>-52</sup>

5) In the event that the sender did not state the real market value as the amount of the insured value, Magyar Posta will use – if the amount of the insured value is

- a) higher than the real market value of the contents of the postal parcel – at most the real market value;
- b) lower than the real market value of the contents of the postal parcel – at most the amount of the insured value

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<sup>49</sup> The provisions contained in this paragraph are given in paragraph 2) from the date of entry into force of the modifications (30 March 2020).

<sup>50</sup> The provisions contained in this paragraph are given in paragraph 2) from the date of entry into force of the modifications (30 March 2020).

<sup>51</sup> The provisions contained in this paragraph are given in paragraph 2) from the date of entry into force of the modifications (30 March 2020).

<sup>52</sup> Repealed on 1 June 2014.



as the basis for calculating the flat-rate indemnity.

To this end Magyar Posta is entitled to request the invoice evidencing the market value of the contents.

6) If Magyar Posta misdelivered a mail item to an unauthorised recipient and contractual delivery to the authorised recipient is impossible within thirty days of the realisation of the misdelivery, the rules on indemnity for damages arising from loss of a mail item will apply.

7) If the delivery or the attempted delivery of a registered mail item sent in domestic mail does not occur within fifteen days of posting, unless a written contract between Magyar Posta and the sender provides otherwise, Magyar Posta will regard the mail item as lost until proven to the contrary and will apply the rules for indemnity for lost mail items.

8) When a mail item presumed to have been lost pursuant to paragraph 7) is found, the item will be delivered. Any unpaid flat-rate indemnity and the unrepaid tariff for the service will not be paid but already paid flat-rate indemnity and the amount of the already reimbursed tariff for the service does not need to be refunded to Magyar Posta in spite of the delivery.

#### 9.1.4. Liability for the delayed delivery of mail items

1) Magyar Posta will pay flat-rate indemnity for the delayed (attempted) delivery of domestic mail items posted with the time-guaranteed additional service with exceptions described in paragraph 10) of point 9.1.2. The amount of the flat-rate indemnity

a) <sup>53</sup>

b) in the case of a mail item posted with the 1-working-day time guarantee, the time-window delivery (time guarantee), or Saturday delivery additional service as described in the separate Product Sheets, twice the tariff paid as a separate fee for the additional service when the postal service contract was concluded. For parcels posted at a Parcel Terminal, twice the tariff paid as the separate fee for the 1-working-day time guarantee additional service as given in the separate Product Sheet;

c) in the case of the non-performance or non-contractual performance of the Saturday delivery additional service used simultaneously with the 1-working-day time guarantee additional service, twice the sum of the tariffs paid as separate fees for these two additional services.

2) In the event that the addressee gave instructions regarding the delivery of a mail item posted with the 1-working-day time-guarantee or the time-window delivery (time guarantee) additional service in accordance with the provisions of the separate Product Sheet prior to the first attempt to deliver the mail item, Magyar Posta is liable for the delayed delivery of the mail item if

a) based on the addressee's instructions made in accordance with the provisions of the separate Product Sheet, at the time the verbal contract is entered into with the addressee, the period or point in time of the time guarantee specified by the sender has passed, or

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<sup>53</sup> Repealed on 30 March 2020.

- b) the delivery is first attempted based on the addressee's instructions made in accordance with the provisions of the separate Product Sheet beyond the period of time or at a later time than agreed in the verbal contract entered into with the addressee.

#### 9.1.5. Other rules on liability

1) If during the performance of a postal service contract Magyar Posta becomes liable for damages on several legal grounds or due to the non-contractual performance of several simultaneously used additional services, the amount paid in indemnity by Magyar Posta will be the highest among the applicable flat rates of indemnity.

1/A) If the time-guaranteed additional service is delayed as a consequence of performing a subsequent instruction, Magyar Posta is not liable for damages for late delivery.

1/B) If the delay in the performance of the postal service contract entered into with the sender for the 1-working-day time-guarantee or the time-window delivery (time guarantee) additional service is caused by the addressee's instructions made in accordance with the provisions of the separate Product Sheet, but the verbal contract entered into with the addressee in accordance with the provisions of the separate Product Sheet is fulfilled as expected, Magyar Posta is not liable for damages for late delivery.

2) The amount of the flat-rate indemnity payable for the non-performance or non-contractual performance of the redirecting supplementary service is twice the tariff paid for the service, which is calculated by taking the fee for the shortest period of time available for the service (monthly fee) as the basis of the flat-rate indemnity, noting that, in the event of non-performance or non-contractual performance, the flat-rate indemnity is payable on one occasion per calendar month irrespective of the number of mail items involved in the non-performance or non-contractual performance.

3) For the payment for goods additional service, Magyar Posta is liable up to the payment-for-goods amount provided the mail item was delivered without collecting the payment-for-goods amount or only collecting a smaller amount.

3/A) If the Receipt by authorised recipient additional service (for PO box rental) is not performed or not performed contractually, the amount of the flat-rate indemnity payable is twice the postage of the domestic registered mail item accepted by Magyar Posta as an authorised recipient based on the requested additional service but having been lost and, for registered mail items arriving in Hungary from abroad, the amount equivalent to 4 DTS.

4) If a postal parcel posted with the time-guaranteed additional service and the insured additional service in domestic traffic is partially lost or damaged and Magyar Posta delivers the remaining part of or the damaged postal parcel delayed, Magyar Posta must pay indemnity for both the delayed delivery and the partial loss of or damage to the postal parcel which together is up to either the amount of the postal parcel's insured value or the amount of the flat-rate indemnity described in paragraph 1) of point 9.1.4, whichever is the greater.

5) Magyar Posta may claim the damaged objects if it agrees to pay indemnity for them.

#### 9.1.6. Claiming indemnity

- 1) The sender is entitled to claim indemnity with the exceptions described in paragraphs 2) to 3/A).
- 2) The addressee is entitled to claim indemnity only if
  - a) the item was delivered to the addressee or other authorised recipient, or
  - b) the sender has assigned the right to claim indemnity to the addressee in writing, or
  - c) the mail item must be regarded as the property of the addressee based on paragraph 5) of point 6.1.
- 3) Third parties other than the sender or the addressee are entitled to claim indemnity only if the person authorised to claim indemnity has assigned this right to such third persons in writing.
- 3/A) With regard to the redirecting supplementary service, only the addressee or his or her authorised representative is entitled to claim indemnity in accordance with paragraph 2) of point 9.1.5.
- 4) If the sender claims indemnity under sub-point a) of paragraph 2), the written claim for indemnity must refer to the record made by Magyar Posta.
- 5) If an authorised representative wishes to claim indemnity, the authorised representative must produce authorisation for this specific purpose with the exception of a general power of attorney. The authorisation must be appended to the written statement of claim.
- 5/A) If, in the event of the case described in sub-point c) of paragraph 2), the addressee claims indemnity, the addressee must attach to the report written by Magyar Posta as part of the written claim submitted to Magyar Posta the confirmation of a distance contract given to the consumer by an enterprise as the sender based on legislation also containing the full sum paid as the purchase price related to the purchase and sale of the product (e.g. copy of the invoice).
- 6) Neither the addressee nor the third party pursuant to paragraph 3) may claim indemnity for an amount which is higher than that due to the sender.
- 7) A claim for indemnity made by either of the claimants annuls the other person's right to claim indemnity. Enforcing a claim for indemnity by either claimants infringes the principle of good faith and fair dealing if the fee payable for the service (postage, or the fee for an additional or supplementary service) taken as the basis of determining the amount of the flat-rate indemnity pursuant to the Postal Services Act or these GTC was not paid to Magyar Posta.
- 8) Claims for indemnity may be made at any postal service outlet.
- 9) The partial loss of or damage to a mail item – if it is perceptible – must be indicated immediately on the delivery document at the time of the delivery or return delivery of the item by the person receiving the mail item. For postal parcels addressed to a Parcel Terminal, Magyar Posta must be notified of this fact by ringing the telephone number indicated at the delivery point and afterwards the given instructions must be followed. Failure to do this leads to loss of rights.
- 9/A) In the absence of a delivery document, or when the partial loss of or damage to the item is not detected immediately upon delivery (return delivery), Magyar Posta must be notified of

this in writing within three working days of the date of delivery or the right to make a claim will be forfeited. At the same time as the partial loss or damage is reported in writing, Magyar Posta will make a subsequent record based on the presented item. The claim for indemnity may also be indicated when the written report is submitted. The entire item including the content and the outer and inner packaging must be presented to Magyar Posta in order to have the claim assessed.

10) When submitting a claim for indemnity the sender (or the addressee or authorised representative) must in every case place all invoices, documents and records supporting the claim for indemnity as well as the entire item including the content and the outer and inner packaging and any other evidence at the disposal of Magyar Posta.

10/A) Magyar Posta acknowledges and ensures the acknowledgement of the receipt of the entire mail item made available to Magyar Posta together with the outer and inner packaging in order to assess the claim for indemnity as well as its return to the claimant after the assessment of the claim on the copy retained by Magyar Posta of the record referred to in paragraph 9). Upon the receipt of the entire mail item made available to Magyar Posta, verbal information is provided to the claimant of indemnity about the process and deadline of assessing the claim and the method of returning the mail item.

In the event that

- a) the reason for enforcing the indemnity claim is the partial loss of or damage to the mail item, but Magyar Posta established the amount of the flat-rate indemnity based on the rules for the destruction of or total loss of the mail item;
- b) the claimant of indemnity expressly renounces the right to accept the entire mail item made available to Magyar Posta or fails to collect it at the place specified by Magyar Posta within 60 days of the receipt of the written report of the claim for indemnity,

Magyar Posta will handle the mail item in accordance with the provisions of paragraph 7) to 10) of Point 4.3.4.

11) The claimant may notify Magyar Posta of a claim for indemnity on the grounds of the delayed delivery of a mail item posted with the time-guaranteed service/additional service in writing within fifteen days of the receipt of the item or the right to make a claim will be forfeited.

12) The claimant may, with the exception described in paragraph 14), submit a written claim for indemnity on the grounds of the loss or destruction of a mail item to Magyar Posta within six months starting on the fifteenth day from the date of posting of the mail item or the right to make a claim will be forfeited.

13) Magyar Posta will respond in writing to the claimant's report or claim for indemnity within thirty days. In its reply Magyar Posta

- a) will inform the claimant of any further conditions and procedures that might be needed to assess the merits of the report, or
- b) will establish whether or not the report or the claim for indemnity is justified. If the claim is deemed to be justified, the claimant will be advised of the expected date of the payment of indemnity, or

- c) will inform the claimant of the rules on indemnity and claiming indemnity laid down by law and in the contract. Furthermore, pursuant to the provisions of Section 2 of the Consumer Protection Act, Magyar Posta will inform claimants classified as consumers under the rules applying to the conciliation body about the possibility to institute a procedure to settle a consumer dispute before the conciliation body "[https://www.posta.hu/static/internet/download/Bekelteto\\_testuletek.pdf](https://www.posta.hu/static/internet/download/Bekelteto_testuletek.pdf)" pursuant to the Consumer Protection Act.

14) When the fact of the loss or destruction of a mail item is revealed to Magyar Posta during a complaint procedure and at the time of the receipt of Magyar Posta's response to the complaint establishing the fact of loss or destruction less than 30 days remain of the period for claiming indemnity specified in paragraph 12), the period for claiming indemnity will be extended by another thirty days after the receipt of the response.

15) If the claimant submits a notification, report or claim as described in paragraphs 9), 11), 12) and 14) to Magyar Posta within the period permitted therein, and Magyar Posta has challenged the claim for indemnity or has failed to pay indemnity within sixty days of the receipt of the information under sub-point b) of paragraph 13) establishing that the claim was justified, the claimant may enforce the claim for indemnity in court within a permitted period of one year starting at the date of posting the mail item. The length of time that a consumer dispute procedure before the conciliation body takes will not be included in the period for claiming indemnity.

16) Magyar Posta will make arrangements to remit the amount of indemnity awarded within eight calendar days of the assessment of the claim for indemnity.

#### 9.1.7. Procedure if part of the item is recovered after indemnity is paid

1) If a lost part of a mail item is recovered after the indemnity amount has been paid, Magyar Posta will advise the claimant thereof. The claimant may claim the part recovered in Hungary within fifteen days of receiving the notice of it being found, but in this case the indemnity paid in respect of the recovered part of the contents must be refunded. If the claimant demonstrably receives the notification but does not respond to it within the time-limit, Magyar Posta will regard this as renunciation of ownership of the recovered part of the contents.

## 9.2. Liability for damages for mail items sent in international mail

### 9.2.1. General rules

1) For international services (irrespective of whether the damage or loss occurred within or outside Hungary) the Postal Services Act, international agreements and separate agreements concluded with foreign postal service providers govern the liability of Magyar Posta and/or the foreign postal service provider, the assessment of the claim for indemnity as well as the amount of indemnity. The provisions of point 9.1.1 will also prevail with regard to Magyar Posta's liability for damages connected to the performance of an international postal service and related to mail items sent to an international destination; the provisions of point 9.1.2 will prevail with regard to the exclusion of liability of Magyar Posta, and the provisions of point 9.1.6 - with the exception of subpoint c) of paragraph 2), and paragraph 5/A) and paragraph 9) of that point - will prevail with regard to the enforcement of claims for indemnity.

1/A) In the case of the destruction, complete or partial loss (deficient content) of, or damage to registered postal items arriving to Hungary from abroad, the sender is entitled to indemnification from the foreign postal operator in accordance with the provisions of the general terms and conditions except if the sender renounces their right to assert a claim for damages in favour of the addressee in a written statement.

1/B) The partial loss of or damage to a mail item sent abroad must be reported in writing to the foreign postal service provider by the addressee or to Magyar Posta by the sender at the time of its delivery or within the period of limitation specified in the general terms and conditions of the foreign operator participating with Magyar Posta in order to perform the given service calculated from the time of delivery.

2) If the sender (or the authorised representative) reports the partial loss of or damage to mail items sent to an international destination through Magyar Posta, the sender must always make available to Magyar Posta all available invoices, receipts and documents supporting the claim as well as other evidence for the submitted claim for indemnity.

3) <sup>54</sup>

3/A) With regard to international services, claimants may make claims for indemnity on the grounds of the destruction or loss of a mail item to Magyar Posta in writing within six months of the day following the day of posting of the item unless the separate Product Sheet provides otherwise or the right to make a claim will be forfeited.

4) With the exception of postal parcels posted with the insured additional service, Magyar Posta establishes the amount of indemnity in SDR (DTS). SDR (DTS) is the International Monetary Fund's unit of account and its conversion rate to HUF changes periodically. Information on the current value of SDR (DTS) is given in the document other tariffs related to postal services published on Magyar Posta's website.

5) Magyar Posta's liability does not extend to indirect damages, moral damages or lost profit, or to claim for damages relating to a service already performed on the basis of another contract, separate from the performance of the postal service contract (e.g. amounts paid in advance on the basis of a contract concluded by the addressee and the foreign sender as remote parties, concerning the sale of products).

6) If during postal handling or during the indemnity procedure it becomes apparent that the insured value of a postal parcel sent to an international destination posted with the insured additional service was fixed at a level that is clearly higher than its actual market value, Magyar Posta is entitled to request the presentation of the invoice evidencing the market value of the content, and Magyar Posta's liability for indemnity extends only up to the market value.

7) Magyar Posta will reply to the person submitting the report or claim in writing within thirty days and, dependent on the investigation of the cooperating foreign postal operator, this period may be extended by a further thirty days.

8) If a lost part of a mail item is recovered after the indemnity amount has been paid, Magyar Posta will advise the claimant thereof. The claimant may claim the part recovered within three

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<sup>54</sup> Repealed on 22 November 2016.

months of receiving the notice of it being found, but in this case the indemnity paid in respect of the recovered part of the contents must be refunded. If the claimant demonstrably receives the notification but does not respond to it within the time-limit, Magyar Posta will regard this as renunciation of ownership of the recovered part of the contents.

#### 9.2.2. Extent of liability for letter-mail items posted to international destinations

1) <sup>55</sup>

2) In the event of the destruction of, full or partial loss of, or damage to a mail item posted with the registered additional service, Magyar Posta will pay flat-rate indemnity. If the mail item

- a) is totally lost or destroyed, the amount of indemnity payable – unless stated otherwise on the separate Product Sheet – is a flat rate of 30 SDR (DTS),
- b) is partially lost or is damaged, the amount of indemnity payable is a proportion of the full flat-rate indemnity given in sub-point a) equivalent to the extent of the damage caused compared to the total value of the item.

#### 9.2.3. Extent of liability for priority and non-priority international postal parcels, Europa+ parcels and MPL Europe Standard parcels posted to international destinations

1) If a priority and non-priority international postal parcel, Europa+ parcel or MPL Europe Standard parcel posted with the insured additional service is destroyed or fully lost, the amount of indemnity payable is the amount of the insured value of the item. If the item is partially lost or damaged, the amount of indemnity payable is a proportion of the amount of its insured value equivalent to the extent of the loss or damage caused compared to the total value of the item.

2) In the event of the destruction of, total or partial loss of, or damage to a priority or non-priority international postal parcel posted without the insured additional service, the amount of indemnity payable is the amount calculated in proportion with the extent of loss or damage but at most the amount calculated jointly considering the rates of 40 SDR (DTS) and 4.50 SDR (DTS) per kilogram.

3) In the event of the destruction of, total or partial loss of, or damage to an MPL Europe Standard parcel posted without the insured additional service, the amount of indemnity payable is the amount calculated in proportion with the extent of loss or damage but at most the amount equivalent to 8.33 SDR (DTS) per kilogram.

#### 9.2.4. Extent of liability for EMS express mail items posted to international destinations

1) In the event of the destruction of, full or partial loss of, or damage to an international EMS express mail item posted with the insured additional service, the amount of indemnity payable is proportionate with the extent of loss or damage but is at most equivalent to the insured value.

2) In the event of the destruction of, full or partial loss of, or damage to an international EMS express mail item posted without the insured additional service and without paying a separate fee, Magyar Posta will pay indemnity. If an international EMS express mail item

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<sup>55</sup> Repealed on 1 January 2022.

- a) is fully lost or destroyed, the amount of indemnity payable is the actual amount of the loss or damage proven by the sender up to a maximum of HUF 20,000 for Print items (containing documents) and HUF 50,000 for Pack items (containing goods);
- b) is partially lost or is damaged, the amount of indemnity payable is a proportion of the insured amount of HUF 20,000 or HUF 50,000 included in the basic fee equivalent to the extent of the loss or damage caused compared to the total value of the item.
- c) <sup>-56</sup>

3) For the late delivery or late attempted delivery of an International EMS express mail item, Magyar Posta – with the exception of sub-points a) and b) of paragraph 10) of point 9.1.2 – will pay flat-rate indemnity. The amount of the flat-rate indemnity is the same as the fee paid as a basic fee when concluding the postal service contract.

9.2.5. <sup>-57</sup>

9.2.6 --

## 10. Magyar Posta's obligation to refund postage fees

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1) Magyar Posta will refund fees which have been miscalculated and paid upon accepting mail items or when posting postal parcels at a Parcel Terminal or which have been erroneously collected upon delivery, or the difference in miscalculated fees, to the person who paid these. Potential reimbursements of postage fees paid at Parcel Terminals will be settled by Magyar Posta subsequently and by bank transfer.

1/A) In cases specified in paragraphs 2) and 3) of point 9.1.3 Magyar Posta will also refund the fee paid by the sender for the service upon concluding the postal service contract

- a) to the sender;
- b) to the addressee if, under paragraph 5) of point 6.1, the mail item posted in Hungary must be regarded as owned by the addressee and the addressee proves based on a distance contract that he or she has paid the fee for the postal service contract to the sender.

1/B) If either party claims the refund of a postage fee under paragraph 1/A), the other party will lose the right to that refund.

2) In addition to the provisions of paragraph 1), Magyar Posta will refund the full fee for the service if

- a) the sender cancels the postal service contract by requesting the return of a mail item at the acceptance point prior to forwarding;
  - b) Magyar Posta does not perform the postal service contract in accordance with one of the cases described in paragraph 4/A of point 4.3.4 for reasons attributable to it;
- or

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<sup>56</sup> Repealed on 22 November 2016.

<sup>57</sup> Repealed on 4 July 2016.



- c) the Postal Services Act or these GTC thus prescribe apart from the cases outlined in sub-points a) and b).

2/A) Magyar Posta will repay the fee paid for the service for a postal parcel sent to an international destination and any further expenses incurred due to its return from the destination country to the sender if the postal parcel was returned not bearing the marking for the reason for non-delivery according to point 6.13.

3) When granting a partial refund of a postage fee, Magyar Posta will repay:

- a) the overcharged amount provided the sender or addressee paid a rate in excess of the correct tariff for a mail item and this can be established from Magyar Posta's documents or from the mail item. If the overpayment was made due to incorrectly establishing the weight of the mail item, when informing Magyar Posta of this the mail item must be presented in its original condition and undamaged,
- b) the difference between the amount charged and the new tariff when the sender changes the address of a mail item or changes the requested additional or supplementary service at a postal service outlet classified as an acceptance point before a mail item is forwarded and due to the new destination or changed additional or supplementary service a lower tariff should be charged,
- c) the fee for the service for international EMS express mail items, priority and non-priority international postal parcels, Europa+ parcels and MPL Europe Standard parcels which have been accepted but are returned before leaving Hungary at the request of the sender or for a reason arising in the sender's sphere of interest, deducting the amount corresponding to the fee applicable to an MPL Business parcel of the same weight delivered to the door,
- d) <sup>-58</sup>
- e) if indemnity is payable for the loss of or total damage to a letter-mail item posted with the registered additional service to an international destination, a priority and non-priority international postal parcel posted without the insured additional service or an international mail item posted with the insured additional service, the sender or the addressee is also entitled to a refund of the tariff paid for the service except for
  - ea) <sup>-59</sup>
  - eb) <sup>-60</sup>
  - ec) the fee paid for the international insured additional service in the case of a postal parcel posted with the insured additional service to an international destination.
- f) Magyar Posta refunds the fee for the advice of delivery additional service if it did not do its utmost to ensure the successful delivery of the mail item or the mail item was delivered but the advice of delivery additional service was not performed. Thus, when mail items are returned with the following endorsements for non-delivery, Magyar Posta does not refund the fee for the additional service and considers the service performed:

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<sup>58</sup> Repealed on 21 July 2017.

<sup>59</sup> Repealed on 1 July 2022.

<sup>60</sup> Repealed on 1 January 2022.

- fa) unidentifiable address;
  - fb) addressee unknown;
  - fc) not collected;
  - fd) acceptance refused;
  - fe) moved;
  - ff) unable to deliver;
  - fg) reported deceased/dissolved.
- g) for domestic mail items, the fee for any additional and supplementary services requested and paid by the sender which were not performed by Magyar Posta due to unsuccessful delivery and neither performed when returning the item to the sender based on paragraph 3) of point 6.12.
- h) if during aviation security control at the airport a mail item sent in international mail is found beyond doubt to contain an article excluded from air transport (Appendix 1; Dangerous goods excluded from transportation by post and transportable on certain conditions) and its carriage by road to the country which is the item's place of destination is not possible (including international EMS express mail items that could not meet the time guarantee given in the Country Guide if forwarded by surface mail), Magyar Posta will return the mail item to the sender – provided it is not affected by official detention or destruction and is not excluded from transportation by road – accompanied by a notice explaining the circumstances and will reimburse the postage fee for the service in part deducting the fee for the item type charged for domestic delivery (for priority and non-priority international postal parcels and Europa+ parcels the fee will be based on the amount charged for an MPL Business parcel delivered to the door of the same weight). Magyar Posta accepts no further liability for damages arising from returning the item or delayed delivery;
- i) the flat-rate fee paid by the addressee for the redirecting supplementary service if the addressee withdraws the order placed for redirecting on the day of concluding the contract at the place where the order was placed (that is cancels the written contract). In the event of cancellation occurring after the day of placing the order, however, Magyar Posta will only return the flat-rate fee for the period after the month in which the written contract was terminated.

## 11. Quality of service

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### 11.1. Basic provisions

- 1) The quality indicators for the performance of the universal postal service and a postal service substituting the universal postal service are:
- a) transit time;
  - b) reliability index (rates of loss, destruction, partial loss and damage).
- 2) The quality indicators for the performance of a postal service not substituting the universal postal service are:
- a) time guarantee;

b) transit time.

3) The transit time is the period of time calculated using statistical methodology from the time of acceptance of a mail item under a postal service contract until the time of delivery or attempted delivery of the mail item.

4) The indicators for the reliability of the performance of service are the maximum rate of lost or destroyed and partially lost or damaged domestic registered mail items in the universal postal service compared to the number of domestic registered mail items in the universal postal service. These indicators are calculated as in point 11.3.

5) The time-guaranteed service/additional service is Magyar Posta's commitment under which it assumes an obligation to deliver or attempt the delivery of mail items within a specified period of time or at a specific time.

6) Magyar Posta operates a quality management system and has ISO 9001 quality management system certification. The system ensures the regular measurement, documentation and archiving of quality indicators through regulated processes. The continuous maintenance and conformity of the quality management system is inspected and certified by an independent accredited body at set regular intervals.

7) Magyar Posta provides the data required for the market surveillance of the postal service to the National Media and Infocommunications Authority through its certified quality management system in respect of the provisions of the Postal Services Act, Sections 53 (1) and 57 (12).

11.2. Transit time of the universal postal service and the postal service substituting the universal postal service

1) Magyar Posta has an obligation to organise and operate the provision of the universal postal service and the postal service substituting the universal postal service in a manner that ensures that the transit time within Hungary for the universal postal service, for the postal service substituting the universal postal service and for the domestic section of the international universal postal service is as an annual average in accordance with the provisions of points 11.2.1 to 11.2.7, presuming that

- a) <sup>61</sup>in the case of the universal postal service, in domestic traffic, the acceptance of the mail item and, in traffic between European Union member states, receipt of the mail item from the foreign operator on the working day after dispatch occurs at the actual acceptance point or collection point on the specified day in question prior to the last collection time (shown for users on a sign indicating when mail will last be emptied, which is positioned on postboxes in a highly visible place on the front). If the acceptance of the mail item in domestic traffic and the receipt of the mail item from the foreign operator in traffic between EU member states occurs after the last collection time, the following collection day must be regarded as the date when the mail item enters Magyar Posta's network;

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<sup>61</sup> The date of entry into force of the change in accordance with this paragraph is 1 January 2024.

- b) in the case of the postal service substituting the universal postal service, entry into the postal network occurs at the acceptance point and by the acceptance time fixed by Magyar Posta.

#### 11.2.1. Domestic transit times – compulsory transit times for letter-mail items under the universal postal service

1) <sup>62</sup>At least 85% of single-piece tariff priority letter-mail items as well as priority identified letter-mail items posted must be delivered or attempted to be delivered by the end of the second working day after the date of posting and at least 97% by the end of the third working day after the date of posting.

2) At least of single-piece tariff non-priority letter-mail items as well as non-priority identified letter-mail items posted must be delivered or attempted to be delivered at least 97% by the end of the fifth working day after the date of posting.

3) <sup>63</sup>At least 85% of non-single-piece tariff priority letter-mail items as well as priority identified letter-mail items posted must be delivered or attempted to be delivered by the end of the second working day after the date of posting and at least 97% by the end of the third working day after the date of posting.

4) At least of non-single-piece tariff non-priority letter-mail items as well as non-priority identified letter-mail items posted must be delivered or attempted to be delivered at least 97% by the end of the fifth working day after the date of posting.

#### 11.2.2. Domestic transit times – compulsory transit times for postal parcels under the universal postal service

1) At least 85% of postal parcels posted must be delivered or attempted to be delivered by the end of the second working day after the date of posting and at least 95% by the end of the third working day after the date of posting.

#### 11.2.3. Domestic transit times – compulsory transit times for official documents under the universal postal service

1) At least of official documents posted must be delivered or attempted to be delivered at least 97% by the end of the fifth working day after the date of posting.

#### 11.2.4. Domestic transit times – compulsory transit times for mail items containing literature for the blind under the universal postal service and mail items with other contents that may be dispatched under the universal postal service

1) At least of mail items under this point must be delivered or attempted to be delivered at least 97% by the end of the fifth working day after the date of posting.

#### 11.2.5. Domestic transit times – compulsory transit times for mail items under a postal service substituting the universal postal service

1) At least of mail items under this point must be delivered or attempted to be delivered at least 97% by the end of the fifth working day after the date of posting.

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<sup>62</sup> Unless stated to the contrary by Magyar Posta, the date of entry into force of the change in this paragraph is 15 September 2023.

<sup>63</sup> Unless stated to the contrary by Magyar Posta, the date of entry into force of the change in this paragraph is 15 September 2023.

#### 11.2.6. International transit times – compulsory transit times for letter-mail items and mail items containing literature for the blind posted under the universal postal service

- 1) In international traffic crossing the borders of European Union member states, Magyar Posta must ensure that at least 85% of priority letter-mail items and mail items containing literature for the blind may be delivered, or their delivery attempted, by the end of the third working day after posting and at least 97% by the end of the fifth working day after the date of posting provided that entry into the postal network occurred prior to the last specified collection time of the day at the access point in question.
- 2) In international traffic crossing the borders of European Union member states, Magyar Posta must ensure that non-priority letter-mail items and mail items containing literature for the blind may be delivered, or their delivery attempted, between the fourth and ninth working day after the date of posting.
- 3) In international traffic crossing the borders with other European countries, Magyar Posta must ensure that priority letter-mail items and mail items containing literature for the blind may be delivered, or their delivery attempted, between the third and eighth working day after the date of posting and non-priority items between the fifth and tenth working day.
- 4) In international traffic crossing the borders with other countries in the world, Magyar Posta must ensure that priority letter-mail items and mail items containing literature for the blind may be delivered, or their delivery attempted, between the fifth and tenth working day after the date of posting and non-priority items between the seventh and twenty-first working days.
- 5) Detailed information about the transit times of letter-mail items and mail items containing literature for the blind posted under the universal postal service to foreign destinations is given in the Country Guide.

#### 11.2.7. International transit times – transit times for postal parcels under the universal postal service

- 1) The Country Guide provides information on the transit times of priority and non-priority international postal parcels.

#### 11.3. Requirements showing the reliability of the universal postal service

- 1) The indicators for the reliability of the universal postal service are the maximum rate of lost or destroyed and partially lost or damaged domestic registered mail items in the universal postal service compared to the number of domestic registered mail items in the universal postal service.

##### 11.3.1. The indicator for lost or destroyed registered mail items

- 1) <sup>64</sup>Magyar Posta has an obligation to organise and operate the provision of the universal postal service in a manner that ensures that in the course of performing the postal service related to domestic registered items posted under the universal postal service the annual number of lost or destroyed domestic registered items compared to the number of registered items accepted in domestic traffic complies with the following indicator:

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<sup>64</sup> Unless stated to the contrary by Magyar Posta, the date of entry into force of the change in this paragraph is 15 September 2023.

$$E/F \leq 0.13 \text{ thousandth}$$

where

E is the number of lost or destroyed registered mail items posted under the universal postal service in domestic traffic in the reference year, and

F is the number of registered mail items accepted under the universal postal service in domestic traffic in the reference year.

2) In the course of defining the indicator, registered mail items posted under the universal postal service in domestic traffic whose acceptance was acknowledged by Magyar Posta in writing or by another verifiable means but whose delivery has not been acknowledged on the document for this purpose, or on the technical device recording the fact of delivery, and the fact of delivery cannot be verified in any other way must be considered as lost or destroyed.

#### 11.3.2. The indicator for partially lost or damaged registered mail items

1) <sup>65</sup>Magyar Posta has an obligation to organise and operate the provision of the universal postal service in a manner that ensures that in the course of performing the postal service related to domestic registered items posted under the universal postal service the annual number of partially lost or damaged domestic registered items compared to the number of registered items accepted in domestic traffic complies with the following indicator:

$$S/F \leq 0.05 \text{ thousandth}$$

where

S is the number of partially lost or damaged registered mail items posted under the universal postal service in domestic traffic in the reference year, and

F is the number of registered mail items accepted under the universal postal service in domestic traffic in the reference year.

2) In the course of defining the indicator, those cases must be considered partially lost or damaged where it is demonstrated that Magyar Posta did not perform adequately due to the missing contents of or damage to registered mail items posted under the universal postal service in domestic traffic caused by Magyar Posta.

#### 11.4. Requirements showing the reliability of the postal service substituting the universal postal service

##### 11.4.1. The indicator for lost or destroyed registered mail items

1) Magyar Posta has an obligation to organise and operate the provision of the postal service substituting the universal postal service in a manner that ensures that in the course of performing the postal service related to domestic registered items posted under the postal service substituting the universal postal service the number of lost or destroyed domestic registered items compared to the number of registered items accepted in domestic traffic complies with the following indicator:

$$E/F \leq 0.22 \text{ thousandth}$$

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<sup>65</sup> Unless stated to the contrary by Magyar Posta, the date of entry into force of the change in this paragraph is 15 September 2023.

where

E is the number of lost or destroyed registered mail items posted under the postal service substituting the universal postal service in domestic traffic in the reference year, and

F is the number of registered mail items accepted under the postal service substituting the universal postal service in domestic traffic in the reference year.

2) In the course of defining the indicator, registered mail items posted under the postal service substituting the universal postal service in domestic traffic whose acceptance was acknowledged by Magyar Posta in writing or by another verifiable means but whose delivery has not been acknowledged on the document for this purpose, or on the technical device recording the fact of delivery, and the fact of delivery cannot be verified in any other way must be considered as lost or destroyed.

#### 11.4.2. The indicator for partially lost or damaged registered mail items

1) Magyar Posta has an obligation to organise and operate the provision of the postal service substituting the universal postal service in a manner that ensures that in the course of performing the postal service related to domestic registered items posted under the postal service substituting the universal postal service the number of partially lost or damaged domestic registered items compared to the number of registered items accepted in domestic traffic complies with the following indicator:

$$S/F \leq 0.22 \text{ thousandth}$$

where

S is the number of partially lost or damaged registered mail items posted under the postal service substituting the universal postal service in domestic traffic in the reference year, and

F is the number of registered mail items accepted under the postal service substituting the universal postal service in domestic traffic in the reference year.

2) In the course of defining the indicator, those cases must be considered partially lost or damaged where it is demonstrated that Magyar Posta did not perform adequately due to the missing contents of or damage to registered mail items posted under the postal service substituting the universal postal service in domestic traffic caused by Magyar Posta.

#### 11.5. Postal services not substituting the universal postal service

##### 11.5.1. Time guarantee

1) The actual duration of the time guarantee is given on the respective separate Product Sheet for each product/service and additional service.

2) The rules on liability for the non-performance of the time guarantee service/additional service are given under point 9.

11.5.2. Domestic transit times – for non-time-guaranteed postal services and postal services not using the time-guaranteed additional service not substituting the universal postal service

1) At least 85% of the letter-mail items covered by this point must be delivered, or their delivery attempted, by the end of the third working day after posting and at least 97% by the end of the fifth working day after the date of posting.

2) At least 94% of parcels covered by this point must be delivered, or their delivery attempted, by the end of the working day after the date of posting and at least 98% by the end of the second working day after the date of posting.

11.5.3. International transit times – for postal services not substituting the universal postal service

1) Information about the transit times of Europa+ parcels and MPL Europe Standard items is given in the publication Country Guide.