



**GENERAL TERMS AND CONDITIONS  
FOR POSTAL SERVICES**

Valid from 1 July 2013

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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

### 2) Contact details of Central Customer Service

Contact details of Customer Service	Customer Service for private customers	Customer Service for business customers
Customer Service in person	1101 Budapest, Üllői út 114-116	1101 Budapest, Üllői út 114-116
Postal address	3512 Miskolc	3512 Miskolc
Telephone number	+36 (40) 464-646	+36 (40) 313-233
Fax number	+36 (46) 320-136	+36 (46) 503-899
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 phone and online service	Monday to Wednesday and Friday 8 am to 5 pm, Thursday 8 am to 8 pm	Monday to Friday 8 am to 7 pm
Hours for customer service in person	Monday to Wednesday 8 am to 5 pm, Thursday 8 am to 8 pm, Friday 8 am to 4 pm.	Monday to Wednesday 8 am to 5 pm, Thursday 8 am to 8 pm, Friday 8 am to 4 pm.

Other contact details of the Central Customer Service are given on [www.posta.hu/ugyfelszolgalat](http://www.posta.hu/ugyfelszolgalat) and information on Magyar Posta's contact details is available in the document [Postal Contacts](#).

### 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 [www.posta.hu/ugyfelszolgalat/aszf](http://www.posta.hu/ugyfelszolgalat/aszf) and at all postal service outlets.

## 2. Introductory provisions

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

2) The 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 services, the additional services and the supplementary services are described on separate product sheets with different coloured headings.

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 CXIII of 2012 and adopted at the 24<sup>th</sup> Geneva 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) Ministerial Decree 67/2012 (XII.15) NFM on the method of defining the tariff for domestic letter-mail items not weighing more than 50 grams posted under the universal postal service in accordance with single-piece tariffs as well as defining the fee for the domestic postal service for official documents;

and Universal Postal Public Service Contract no. IKF/153/2013-NFM\_SZERZ (hereinafter referred to as the Universal Service Contract or USC) together.

4) Magyar Posta provides services which are regulated in the GTC but are not classified as postal services or additional services under the provisions of these GTC, the legislation specified in paragraph 3), the USC, and the general provisions of Act IV of 1959 on the Civil Code (hereinafter referred to as the Civil Code) applying to contracts.

5) Magyar Posta will publish any changes to the GTC at least 15 days before they come into effect on its website [www.posta.hu/ugyfelszolgalat/aszf](http://www.posta.hu/ugyfelszolgalat/aszf).

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 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) OLK (National Logistics Centre);
- i) FILAPOSTA;
- j) the symbol of the post horn and the stylised version of it (as trademark no. 171406 registered on 12 December 2001);
- k) the EMS express logo (as trademark no. 130542 registered on 12 January 1989);
- l) the symbol of the raven (as trademark no. 189248 registered on 19 September 2005);
- m) the MPL logo (as trademark no. 186616 registered on 11 July 2005);

- n) the DCM logo (as trademark no. 189727 registered on 21 March 2006);
- o) 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 rules 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.

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 a delivery point which enables the safe delivery of parcels ensuring their integrity as described on the separate product sheet.<sup>1</sup>

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 "Postal Service Outlets" on [www.posta.hu/ugyfelszolgalat/aszf/postai\\_aszf](http://www.posta.hu/ugyfelszolgalat/aszf/postai_aszf).

#### 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 or air is excluded from the postal service depending on the item's means of transport.

2) Dangerous goods defined in Act CX of 2013 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 conditions specified by law and the GTC. Certain articles and substances defined in the GTC may only be posted on the conditions laid down by the GTC.

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<sup>1</sup> Valid from 14 April 2014.

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. 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 drugs or psychotropic substances, weapons, ammunition, explosives, incendiary substances, poisonous or other dangerous substances or articles, or devices that pose a particular danger to public safety, Magyar Posta will hand over the mail item withdrawn from postal traffic to the competent authority or destroy it. The costs incurred by this will be borne by the sender.

6) Magyar Posta is not obliged to reimburse the fee for items withdrawn from the postal service in accordance with paragraph 4). 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 as well as the extra costs incurred by Magyar Posta (e.g. return, repacking, costs incurred paying damages, etc.) if these arose due to the sender not observing the regulations set out in law and the 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. In this case the sender must prove that the mail item complies with the conditions for posting. If, after providing evidence, Magyar Posta's supposition proves to be 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.

9) Sometimes the rules of a foreign destination country prohibit, or impose conditions on, the postal carriage of articles and substances otherwise permitted by law and the GTC, and fail to inform Magyar Posta of this. Magyar Posta bears no liability for measures taken by the destination country related to mail items due to mail items not meeting foreign regulations.

10) If a mail item containing goods is destined for a foreign country, in particular a destination country outside the European Union, details of the contents must be given on the accompanying document for the service used or, if an accompanying document for the service is not available, on the customs declaration form CN 23 in order to facilitate customs clearance in the destination country. 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 destination country.

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 are given in Appendix 1 and in the document ["Dangerous goods excluded from transportation by post and transportable on certain conditions"](#).



### 3.3. Packaging items

1) It is the sender's responsibility to ensure that an item's packaging complies with the conditions for posting unless the GTC provide otherwise.

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 involved with performing the postal service 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. 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 fragile handling are given in Appendix 1.

3) Clean, light-coloured packaging material must be used as cover, which does not interfere with the legibility of the address label or postal handling and which is suitable for the permanent adherence of postage stamps and other markings.

4) Articles which are not usually wrapped in commercial practice (e.g. tyres, plastic barrels, metal/plastic cans, plastic containers, closed suitcases, fir trees, etc.) or not wrapped based on a written contract with the sender and whose integrity together with the health and physical well-being of natural persons performing the postal service, 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. A hanging or adhered address label can also be used for items which are not wrapped.

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 mail item posted with the insured additional service may not be transparent even in part except for mail items which contain a single piece or separate, individually wrapped contents within the packaging.

7) Cuboid letter-mail items sent abroad with the insured additional service or mail containing literature for the blind must comply with the following additional conditions:

- a) the packaging material must be wood, metal, plastic or other strong material and must be sufficiently durable for the contents; and
- b) the sides of wooden boxes must be at least 8 mm thick.

8) Special rules for packaging certain mail items which are not described under this point are given in the product sheets for each product or service.

### 3.4. Sealing items

1) It is the sender's responsibility to ensure that items are sealed as required by the posting conditions unless the GTC provide otherwise. The sealing must ensure that the contents of a mail item cannot be accessed without causing obvious damage to it.

2) The sender must seal the packaging of domestic mail items posted with the insured additional service by applying a light-coloured label which is adhered with its entire surface in accordance with the requirements of Point 3.4.1 or must use a means of sealing guaranteeing the equivalent degree of integrity (e.g. wax or lead seal). If the sealing used by the sender does not comply with this, Magyar Posta makes the conclusion of the postal service contract conditional on using the postal sealing additional service, which is described on the separate product sheet.

3) For mail items posted abroad with the insured additional service packed as described in paragraph 7) of Point 3.3, at the same time as complying with the provisions of paragraph 1) the bottom and top sides of the parcel must be covered in white paper so that the addressee's address, the insured amount and the service notes can be marked on it. If necessary to ensure the integrity of the mail item, the boxes must be tied crosswise with durable knot-free tape. The two ends of the tape must be secured using a wax seal bearing the sender's individual impression or special uniform marking.

#### 3.4.1. Special rules for sealing letters and postal parcels posted with the insured additional service

1) The general rules of sealing apply to postal parcels with a value up to a threshold of HUF 50,000 posted with the insured additional service.

2) For letters posted with the insured additional service and postal parcels with a value exceeding HUF 50,000 posted with the insured additional service, the sender must

- a) adhere, if an envelope is used, the label described in paragraph 2) of Point 3.4 to the sealed flaps of the envelope in addition to the existing sealing;
- b) adhere the joining edges of the wrapping material of letter mail sent in packaging other than an envelope and posted with the insured additional service, and of postal parcels with the label described in paragraph 2) of Point 3.4 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 postal parcel without cutting the tape);
- c) ensure that the fully adhered label described in paragraph 2) of Point 3.4 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 paragraph 2) of Point 3.4 are affixed so that they do not overlap and do not touch.

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 letter posted with the insured additional service or on a postal parcel with a value in excess of HUF 50,000 posted with the insured additional service.

### 3.5. Addressing items

1) Items must be addressed in clear, accurate, legible writing. Magyar Posta will not accept items for postal handling with an address that has been changed by crossing out, rewriting or any other means. The name of the addressee must appear on the item in its full form. 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 list of addresses and on the accompanying document attached to the mail item ensuring that the text will remain easily legible throughout performing the postal service. Permanently affixed address labels may be hanging, adhered or sewn, and they must be affixed to the mail item ensuring that they cannot detach during postal handling.
- 3) The smallest dimensions of the address label of postal parcels and hanging address labels: 120 mm x 175 mm.
- 4) On the front of letters a 7 mm 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.
- 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 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) 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.
- 8) If the addressee is a post office box holder, the destination town, the postcode of the post office 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 made with the addressee.
- 9) 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. Information on the postal service outlets designated for the delivery of "poste restante" items is given in column "M" in the document "Postal Service Outlets" on the web page [www.posta.hu/ugyfelszolgalat/aszf/postai\\_aszf](http://www.posta.hu/ugyfelszolgalat/aszf/postai_aszf).
- 10) In the address of items 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 item can be collected must be marked. Information on Postal Points is given in the document "[MOL Postal Points](#)".
- 11) In the address of items addressed to a parcel terminal, in addition to the name of the addressee and the destination town of the item, 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. Information on parcel terminals is given on [http://www.posta.hu/ugyfelszolgalat/aszf/postai\\_aszf.<sup>2</sup>](http://www.posta.hu/ugyfelszolgalat/aszf/postai_aszf.2)

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 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.

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, 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 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 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 posted under the universal postal service includes a land registry reference number instead of the street name and house number, Magyar Posta will endeavour to deliver the item but accepts no liability if it fails in the attempt.

16) On letters the name of the destination town must, if possible, be indicated on the lower part of the right-hand side of the address in the manner given by the Hungarian place name gazetteer (Helységnevtár), in compliance with the official form without any suffixes.

17) On mail items sent within Hungary the postcode must be indicated in a separate line in the address.

18) If a foreign legal person, company without legal personality or natural person without a place of 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 person.

19) The sender must indicate its own address details (name of sender, address of sender, or pursuant to paragraphs 22) and 23) below the address of the principal, and the postcode for the address) on the mail item, its cover or an accompanying list to be used by Magyar Posta in case the item needs to be returned according to the following:

- 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) in the case of a mail consolidator.

20) On items containing tenders instead of the sender's address details the word "Pályázat" (Tender) must be indicated.

21) If the sender indicates more than one postal address on the item, the address marked in the first place will be considered as the return address, and, if one of the addresses is a post office box address, the PO box address will be used for that purpose.

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<sup>2</sup> Valid from 14 April 2014

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 of the consolidator or the principal must also be marked as the return address in every case. The principal's address 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 authorises the principal to receive items in writing. 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 "Konszolidátor" (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 details and other notes as the sender.

24) Magyar Posta publishes its recommendation and information regarding the addressing of mail items posted by a mail consolidator on its website at [correct addressing](#).

### 3.5.1. Other rules on addressing items with a foreign destination

1) If in the destination country 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 if possible.

2) On mail items going abroad the address details 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 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 other exact address details, followed by the postcode for the address and the name of the destination town in the third line of the address;
- b) in addition to the above, the name of the destination country 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) On mail items sent abroad within a postal service the name of the destination country must also be indicated.

4) The postcode must be positioned as part of the address in accordance with the provisions of point a) of paragraph 2).

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 "poste restante" items, in addition to the name of the addressee, the name and postcode of the postal service outlet and the destination country where the item is to be collected must be given, 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 product sheets for each product or service.
- 10) Information on specimen addresses for domestic and international letter mail is given at [www.posta.hu/ugyfelszolgalat/aszf/postai\\_aszf](http://www.posta.hu/ugyfelszolgalat/aszf/postai_aszf).

### 3.6. Other general rules

#### 3.6.1. Dispatch/accompanying documents

- 1) The printed forms necessary for using postal services related to mail items posted in accordance with single-piece tariffs will be made available by Magyar Posta free of charge, in the quantity required for posting. Such forms must be handed over to Magyar Posta fully completed (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 and of entering into a postal service contract.
- 3) If there is a written contract between the sender and Magyar Posta, the document proving posting may be substituted by a code that may be traced by both contracting parties electronically, or by an electronically recorded database (electronic posting list). Under the provisions of the written contract between the sender and Magyar Posta an individually drafted document may also be used as the document in proof of posting.
- 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 dispatch and address details.
- 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 (flat surface) of the items.
- 6) Information about the dispatch/accompanying documents for services and products is given in the product sheets.
- 7) Information on completed specimens of the dispatch and accompanying documents is available at [www.posta.hu/ugyfelszolgalat/aszf/postai\\_aszf](http://www.posta.hu/ugyfelszolgalat/aszf/postai_aszf).

#### 3.6.2. Technical specifications

- 1) Senders with a written contract with Magyar Posta concluded for this purpose may produce the dispatch and accompanying document, address label, 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 (dispatch and accompanying documents, address label, barcode identifier, label) is given in the product sheets.

### 3.6.3. Other information on posting items with a foreign destination

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) Information on import bans in relation to items with foreign destinations known to Magyar Posta is available from the [range of articles excluded from international mail traffic](#) and Magyar Posta's Central Customer Service. Magyar Posta assumes no liability for not providing comprehensive information. In international mail 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) Information on customs clearance and the handling of international mail items is available in the document "[Customs clearance](#)".

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 sent abroad, it is expedient to indicate the addressee's telephone and fax number or e-mail address. This information should only be indicated with the prior consent of the addressee of the mail item.

6) Information on the conditions for posting and the delivery of international mail items 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 published on its website (in the document "Postal Service Outlets" at [www.posta.hu/ugyfelszolgalat/aszf/postai\\_aszf](http://www.posta.hu/ugyfelszolgalat/aszf/postai_aszf)) in order to provide information about planned interruptions.

3) During unplanned interruptions in the use of the universal postal service 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 on its web page (in the document "Postal Service Outlets" at [www.posta.hu/ugyfelszolgalat/aszf/postai\\_aszf](http://www.posta.hu/ugyfelszolgalat/aszf/postai_aszf)). 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.

## 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 and weight meeting the criteria specified in the 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. Magyar Posta undertakes to conclude the postal service contract based on the conditions indicated in the separate product sheets for the given product or service for the contents that may be placed in the item 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 or postal parcel.

2) It is the sender's duty to ensure that the mail items are addressed correctly for postal handling and have safe protective packaging befitting the nature of the contents.

3) Magyar Posta accepts domestic mail items that cannot be delivered to a letterbox due to their dimensions (with the exception of reply mail items) only as registered items regardless of the place of delivery (address, post office box). 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 which has an address on the item itself, on its packaging or on the attached list, 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 acceptance Magyar Posta acknowledges in writing or by other means providing proof and whose delivery is acknowledged by the authorised recipient on the document specifically for this purpose. 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 paragraphs b) to d);
  - b) domestic and international postal parcels weighing no more than twenty kilograms;
  - c) domestic and international mail items containing literature for the blind; and
  - d) official documents.
- 8) Under the universal postal service Magyar Posta enables, based on the sender's instructions, the use of the registered additional service for mail items specified under points a) and c) of paragraph 7) and the use of the advice of delivery and insured additional services for items specified under points a) to c) of paragraph 7).

#### 4.2.1. Universal postal services

- 1) Services related to letter-mail items
- Letter, postcard, picture postcard
  - Priority letter, postcard, picture postcard
- a) Other services available with domestic letter-mail items
- Domestic reply mail service
- b) Other services available with international letter-mail items
- FLEXI Business letter (priority, normal)
  - International business reply mail service
  - International direct mail - IDM
  - Printed matter addressed abroad: "M" sack
- 2) Official document, official document to addressee in person
- 3) Services related to postal parcels
- Postal parcel
- a) Other services available with international postal parcels
- International priority postal parcel
- 4) Literature for the blind items

#### 4.2.2. Items that can be posted under a service substituting the universal postal service

1) Magyar Posta provides a service substituting the universal postal service for the following letter-mail item:

- a) delivery-following-payment letter

2) Magyar Posta provides and may provide 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 service not substituting the universal postal service

1) Domestic services related to letter-mail items

- Letter delivered to the addressee only

2) Services related to postal parcels

a) Other services available with domestic postal parcels

- Domestic EMS express mail
- MPL Courier service
- Simplified Cash On Delivery parcel
- MPL Business parcel
- MPL Net parcel

b) Other services available with international postal parcels

- International EMS express mail
- Europa+ parcel
- International commercial parcel (only by written contract, pursuant to the provisions of the written contract)
- Posta Sped International (only by written contract, pursuant to the provisions of the written contract)

### 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. Magyar Posta marks the actual date as the date of entering into the postal service contract on the document issued in proof of dispatch and (also) on the mail item if a date stamp is used on it.

2) Magyar Posta's acceptance points:

- a) postal service outlets classified as acceptance points;
- b) the National Logistics Centre, International Office of Exchange, regional sorting centres and the Letter Centre;
- c) the mobile post service, postboxes and other devices for the acceptance of mail items ensuring their safety and integrity.

#### 4.3.2. Amendment of the postal service contract – subsequent instructions

1) The sender of a mail item may give a subsequent instruction to change the address details of the mail item, and (with the exception of delivery following payment, letters delivered to the addressee only and e-notification) may request additional and supplementary services as well as the priority service, and may make amendments to or cancel ordered services, or request the return of the mail item.

- 2) Magyar Posta endeavours to fulfil subsequent instructions, but accepts no liability for not performing them due to reasons beyond its control.
- 3) Subsequent instructions, with the exception of a request to return a mail item made at the post office where it was posted, may be given at any postal service outlet in writing by presenting proof of the sender's identity and the original document proving the posting of the mail item (dispatch receipt, posting list, dispatch book), or for non-registered letter-mail items by attaching a copy of the mail item's address label which is identical to the original. Magyar Posta will return the original document proving posting (dispatch receipt, 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 sending address of the mail item results in the forwarding or returning of the mail item to another postal service outlet, the sender must also pay the fee for forwarding or returning the mail item.
- 6) Magyar Posta's Central Customer Service provides information about the possibility of subsequent instructions for mail items sent abroad as well as the countries providing this service.

#### 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;
  - d) the preparation of the mail item or posting does not comply with the additional regulations specified in Point 3) of the GTC.
- 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. 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 and the sender's declaration to this end can be fulfilled based on paragraph 2);

- 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 registered mail item is still in the phase of preparation for delivery.
- 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 for not performing as requested. 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.
- 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. 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 points b) and c);
  - b) keep postal parcels for three months from their date of posting and then open them;
  - c) 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 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

## 5.1. Establishing and settling the fees for services

- 1) Users of services must pay the fees for the services used as announced in these GTC in the legal tender of Hungary in accordance with the contents of the separate product sheets. Magyar Posta may claim the fees for services and any other charge due on mail items for up to one year from the date of accepting a mail item.
- 2) The fees payable for the postal service must be paid upon the conclusion of the postal service contract unless the law or the parties provide otherwise. The means of paying the fees for certain services are subject to restrictions, which are described in the product sheet for the given service.
- 3) No indication referring to the payment of a fee or to its means of payment may appear on a mail item for which the settlement of the fee for the service or additional/supplementary service did not take place.
- 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 applicable to postal services offered by Magyar Posta and the conditions of applying such discounts is available at [www.posta.hu/ugyfelszolgalat/aszf/postai\\_aszf](http://www.posta.hu/ugyfelszolgalat/aszf/postai_aszf).
- 5) Information on the postage paid marks used by Magyar Posta is given in the document "[Postage paid indicia](#)".

## 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. Postage stamps with a face value in fillér and not whole forint as well as postage stamps issued with the inscription "Magyar Posta" and other postal articles of value will only be accepted by Magyar Posta to settle the fee for postal services for letter-mail items that can be posted under the universal postal service until 31 December 2014.
- 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.

- 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.
- 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 without an amount in HUF may also be used after price changes for no additional charge. The inscriptions of stamps, services paid for by stamps and other services available with additional postage are described in the document [“Postage stamps with no value indication”](#), while the selling price of postage stamps is given in the document [“Other fees related to postal services”](#).
- 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 with a foreign destination may be paid for with stamps with no value indication inscribed “Belföld” (Domestic) (including Personalized Stamps)

supplementing the fee as necessary. Likewise, the postage fee of a domestic item 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 which contain no value indication in HUF. The envelope serves to post letter-mail items 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 (domestic or international).

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.

#### 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 with a foreign or domestic destination at the value of the postage of a non-standard, 20 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.

#### 5.2.4. Paid 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 labels bearing postal markings to indicate the use of the priority or additional and supplementary services, and the items must be weighed. 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 supplied with an accompanying document bearing the address;
- d) the inscription “Díj hitelezve” (Postage paid) (for international mail “Taxe Percue”) must be indicated on the mail item in the manner described in [postage paid indicia](#);
  - 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. The posting list or dispatch book must be issued in accordance with postal regulations and in the number of copies specified therein;
  - f) apart from the address details, 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 accompanying documents (e.g. advice of delivery);
  - g) mail items must be prepared for posting as follows:
    - non-registered items must be grouped according to domestic and international destinations, item type, weight category and number of items;
    - 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 posting list;
    - priority items must be grouped separately from non-priority items in the same manner as described in the previous two subparagraphs;
  - h) EMS express mail items for posting must be handed to the collector of mail items at the premises specified when ordering the service, and MPL Courier service items to the postal courier employee, accompanied by the 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 document for the delivery after payment service and the dispatch/accompanying document of postal parcels dependent on use prior to posting the item.
- 5) If in the course of posting mail items at postal service outlets classified as acceptance points Magyar Posta finds mail items which do not meet the posting criteria in terms of packaging, sealing or addressing, or finds an inappropriate entry in the relevant documentation, Magyar Posta will correct these errors. Magyar Posta also inspects whether the tariff established by the sender is correct and rectifies inappropriate data if the tariff is incorrect. With differences or irregularities that cannot be corrected, the mail items and the posting list are returned to the sender in order to have them corrected or rearranged, or a new list issued.
- 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

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 to be 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 a stamp imprint “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 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

1) A postage paid indication used by Magyar Posta applied by postal service outlets which have no possibility to print the postage paid label substituting the postage stamp on mail items posted under a postal service containing value added tax.

### 5.3. Payment of an extra charge

1) Unless a written agreement provides otherwise, if domestic mail items – including mail items accepted through a postbox – are posted without paying the fee for the service at the same time and with no postage paid indication or with insufficient postage 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. If the postage and the extra charge based on the postal service contract are not paid by either the addressee or other authorised recipient, or the sender, Magyar Posta will handle the mail item as undeliverable.

### 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 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 leaves Magyar Posta’s network and direct control by personal delivery to the person entitled to receive the item, or by deposit in a letterbox or other facility for the delivery of mail.

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.

## 6.2. General rules of delivery

1) Magyar Posta delivers mail items to the location indicated as the address, or to a different location in the cases specified in paragraph 2).

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) unless the separate product sheet provides otherwise, Magyar Posta delivers mail items at a delivery point when the insured additional service is used under the universal postal service and the insured amount of a mail item exceeds HUF 100,000. In settlements serviced by a mobile post Magyar Posta delivers, or attempts to deliver, mail items to the address without regard to the value limit.

3) Magyar Posta delivers mail items addressed to an inhabited area outside urban areas which can be deposited in a letterbox and leaves a notification of the arrival of a mail item to be delivered by personal delivery (without attempting delivery) to rural drop points with letterboxes assigned to individual addresses, and installed and operated by Magyar Posta at designated places along public highways.

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 based on the geographical and infrastructural features of the inhabited area outside the urban area. 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 details specified in Point 3 of the GTC, Magyar Posta does not consider any other data marked on the mail item in the course of delivery.

- 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) Magyar Posta regards mail items as addressed to a legal person or other organisation (hereinafter referred to jointly as organisation), with the exception of mail items addressed “poste restante”, 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.
- 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 to the addressee or another authorised recipient specified in these GTC by personal delivery, with the date of the delivery marked by the recipient on the accompanying document or other technical device recording signatures. For registered mail items with the advice of delivery additional service, and for official documents, the delivery date is also marked on the advice-of-delivery form unless the separate product sheet provides otherwise. If the recipient does not comply with this obligation or marks the wrong date and Magyar Posta notices this, Magyar Posta may require the recipient to add or correct the date of delivery, and, if the sender of registered mail items posted with the advice of delivery additional service or of an official document so requires, Magyar Posta can provide information about a missing or erroneous delivery date on the advice-of-delivery form 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) or in cases specified in points a), b), e), f) and g) of paragraph 1) of Point 6.13 by return delivery to the sender.
- 13) Magyar Posta retains mail items which the addressee has been advised of by leaving a notification for the authorised recipient to collect the item by the collection deadline 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 by the collection deadline or, if this is not possible, will act as described in paragraphs 7) to 10) of Point 4.3.4.

#### 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 in person and in writing 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 signature the 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 provided at least the following criteria are met:

- a) the notification is made in person and in writing (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 and the stamp with the signature to be used by the authorised recipient features on the notification form and, if the person making the notification is not the same as the authorised recipient, the signature of the authorised recipient must be given;
- 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.

3) If the notification described in paragraph 1) concerns the dissolution of an organisation, the authenticity of the dissolution can only be proven by presenting an official announcement (decision, certificate of incorporation) of the organisation's dissolution. Magyar Posta will attach a copy of the decision or certificate of incorporation identical to the original to the notification.

4) If the authenticity of the notification is dubious in spite of the fulfilment of the criteria, 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 as requested in the notification 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 a period of five years from the date of the notification for mail items arriving on the first day of applying the contents of the notification and thereafter. Magyar Posta will consider notifications for a definite period of more than five years made prior to 1 March 2014 and notifications for an indefinite period of time until 1 March 2019.

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

1) Magyar Posta delivers non-registered mail items, with the exceptions set out in the 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. Furthermore, the letterbox must be positioned

- 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 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.
- 5) Magyar Posta leaves a notification of the arrival of mail items that could not be delivered due to the design of the letterbox, or in the absence of a letterbox in a place used for this purpose near the address or to a facility provided by the addressee which Magyar Posta presumes is for the purpose of delivering mail items.
- 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 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 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 30 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;
  - 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.

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). 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 an address

1) Magyar Posta delivers registered mail items to the address indicated by the sender to the persons specified in paragraph 6) of Point 6.2. In the interest of ensuring personal delivery, the addressee is obliged to ensure safe and easy access to the address (e.g. key to the staircase, code to enter the building).

2) Apart from the addressee, the following are classified as authorised recipients: primarily the authorised representative and, in the absence of authorised representative, the alternative recipient for natural persons, and in accordance with Point 6.7 and paragraph 4) of Point 6.4.2 the occasional recipient and the intermediate deliverer as described in Point 6.9. 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 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.

2) The head of the organisation and, without power of attorney, the agent authorised to receive service, the process server, the liquidator and the administrator are classified as representatives. In interpreting the 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. If the occasional recipient refuses to accept a registered mail item, Magyar Posta will leave notification of its arrival.

#### 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 to a Postal Point – if the separate product sheet so provides –, Magyar Posta will act as follows in the course of delivery at the postal service outlet:

- a) non-registered items will be handed over to persons enquiring without requesting proof of their identity;
- b) prior to the delivery of registered 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
  - bc) if an alternative recipient wishes to collect the postal parcel, unless the product sheet otherwise provides, the alternative recipient is obliged to hand over the declaration originating from the addressee in accordance with Point 6.2.1 containing the entitlement of the alternative recipient to collect mail items for the delivery point for the address.

2) When a registered mail item is handed over – except if given to the addressee –, the person authorised to receive the item must indicate his or her relationship to the addressee entitling the recipient to receive the item and sign in their own hand (or for the declaration described in Point 6.2.1 apply the stamp bearing the recipient’s signature), and Magyar Posta must mark the type and alphanumeric code of the document proving the recipient’s identity as well as the recipient’s relationship to the addressee entitling the recipient to receive the item if necessary (if this is not marked by the person authorised to receive other than the addressee) on the delivery document or other technical device recording signatures. When receiving registered mail items posted with the advice of delivery additional service as well as official documents, the signature of the person authorised to sign (or the stamp bearing the recipient’s signature in the case of notifications according to Point 6.2.1) as well as the recipient’s entitlement to receive the item (with the exception of handover to the addressee) and, in addition to this, for official documents the name of the recipient must be marked on the advice-of-delivery form. If the signature of the recipient is illegible, Magyar Posta may request the name of the recipient to be written in a legible form as well also for registered mail items posted with the advice of delivery additional service.

3) Magyar Posta also considers the recipient placing a mark on the delivery document or advice-of-delivery form which proves his or her identity authentically and in a manner that cannot be disputed by the recipient thereafter to be the authorised recipient’s signature in his or her own hand. Magyar Posta accepts an electronic signature used simultaneously with a date stamp as such a mark. The recipient and Magyar Posta are obliged to keep the document proving the authenticity of the mark for three years after the last use of the mark.

4) 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 it to the sender on the next working day marked as “not collected” on the advice-of-delivery form.

5) Magyar Posta will retain domestic mail items addressed “poste restante” for ten working days calculated from the day following the date of its arrival at the postal service outlet, while for international mail items arriving from abroad to Hungary the retention time for the mail item to be collected by the authorised recipient is 30 calendar days.

#### 6.4.4. Delivery of postal parcels addressed to a parcel terminal<sup>3</sup>

1) When delivering postal parcels 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 to the addressee's mobile phone in a text message or in a message sent to their e-mail address, which must be given at the due point in the course of using 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, or the recipient's entitlement to receive the item or his or her signature to be given. The delivery of the postal parcel is only shown by the date and time when the identity code made available to the recipient was entered into the parcel terminal at the due point in the course of receiving the item.

#### 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 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. 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 6) and 7) do not apply.

2) An authorisation may be granted for the receipt of all mail items in general or for the receipt of an individually identified mail item.

3) General power of attorney drawn up as a public document under the Civil Code will be regarded by Magyar Posta as full authorisation for the receipt of all mail items.

4) 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.

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) Authorisation may be granted:

- a) by a public document,
- b) in a written document made in presence of a duly empowered representative of Magyar Posta, or
- c) in a private document of full probative value pursuant to Section 196 of Act III of 1952 on civil procedure (hereinafter referred to as the Civil Procedure Act).

7) Only the private document mentioned in point c) of paragraph 6) may grant authorisation for the receipt of mail items posted with the insurance additional service in accordance with the provisions of points a) to e) and fb) of paragraph 9).

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<sup>3</sup> Valid from 14 April 2014



8) 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 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) 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 as well as the type and number of an official document 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 signature of two witnesses and the addresses of the witnesses, or
  - fb) judicial or notarial certification or an authorisation which is formally countersigned by an attorney at law or solicitor, or
  - fc) in the case of a correctly prepared image of a document issued or held by a commercial organisation or a document prepared on any data carrier, a formal certificate issued by the recording, holding or issuing commercial organisation proving that the image is identical to the original document.

10) With regard to the items constituting the contents of the authorisation letter described in point a) of paragraph 9), Magyar Posta will continue to accept authorisations valid at the time these GTC enter into force 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, Magyar Posta will also deliver "official documents for delivery to the addressee in person" based on the authorisation letter.

11) Magyar Posta accepts authorisations granted by commercial companies which comply with the provisions of paragraph 9) provided the right of representation of the company's

representative is verified by a document issued not more than one year beforehand proving the authority of the head of the company, such as a certificate of incorporation, excerpt from the trade register, order issued by the court of registration or documents described in paragraph 2) of Point 6.10.

12) If any of the particulars listed in paragraph 9) change, mail items may only be received based on an authorisation containing the new, updated information.

13) 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 their capacity therein. The authorised representative may not witness the authorisation empowering him or her.

14) 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 drawn up as a public document, 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, based on which Magyar Posta enters the number (code) of the public document in a register.

15) 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 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 2). Magyar Posta bears no liability for damages arising from failure to give such advice.

#### 6.5.1. Delivery to a liquidator or administrator

1) Magyar Posta delivers the mail items of organisations whose affairs are being wound up or administered to the liquidator or administrator in accordance with paragraphs 2) and 3) provided the liquidator can verify his or her authority with a final court order and the administrator with a registration order of the court of registration.

2) Magyar Posta delivers the mail items of organisations whose affairs are being wound up or administered to the liquidator or administrator provided the liquidator or administrator acts at the same address or registered seat as the organisation whose affairs are being wound up or administered or has redirected mail items to the liquidator's or administrator's own address using the redirecting service.

3) In cases other than those described in paragraph 2) 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 liquidator or administrator until the deadline for collection specified in Point 6.8.1 at the designated delivery point. After the expiry of the deadline for retention the mail item will be returned to the sender.

#### 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 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 point a) of paragraph 1) when receiving the mail items of the grantor organisation.

## 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, domestic partner, lineal relative; adoptive, step or foster child; adoptive, step or foster parent; and a brother or sister; as well as the common-law spouse, the spouse or domestic partner of a lineal relative; the lineal relative and brother or sister of the fiancée, spouse, and domestic partner; and the spouse or domestic partner 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 if the mail item to be delivered is:

- a) a damaged registered mail item;
- b) a mail item posted with the "to addressee in person" additional service or is an "addressee only" letter-mail item;
- c) a mail item posted with the insured additional service with a value in excess of HUF 100,000 which is not time-guaranteed; and
- 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 defined in Point 6.5 or the alternative recipient defined in Point 6.6 is not present at the address at the time of the attempted delivery of a postal parcel, 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 sender gave separate instruction to this end in the postal service contract and at the same time declared that the addressee had granted his or her consent to this, 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).

## 6.8. Delivery of registered 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 (post office box rental, parcel storage);
- c) mail items described in point c) of paragraph 2) of Point 6.2.

2) The addressee, the authorised representative of the addressee, and the alternative recipient resident at or staying at the address may collect mail items from the delivery point.

### 6.8.1. Deadlines for receipt

1) In the case of delivery to a delivery point, with the exceptions described in paragraph 2), and paragraphs 4) and 5) of Point 6.4.3 or indicated in the separate product sheets or arising from the use of the mail holding supplementary service, Magyar Posta ensures that the collection of mail items is possible within at least ten working days of the day following the date of the delivery attempt and leaving the notification.

2) Magyar Posta will diverge from the collection deadline defined in paragraph 1) in the following cases and manner:

- a) in the case of official documents in the manner indicated on the separate product sheet;
- b) in the case of any dutiable mail item, if the addressee or other authorised recipient submits a request for the amount of duty payable on the mail item to be reduced or to be exempted from paying duty and advises Magyar Posta of this, the mail item concerned will be retained for 60 calendar days;
- c) in the case of any mail item subject to customs clearance, if the addressee of the mail item arranges the customs clearance of the mail item in person at the customs authority competent for the area or uses the postal customs broking service, the mail item concerned will be retained for 15 calendar days

at the delivery point designated for collection or at the International Office of Exchange for the mail items described in point b).

## 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.

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 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.

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 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;
- b) dutiable mail items;
- c) mail items posted with the insured additional service with a value over HUF 100,000 under the universal postal service; and
- 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 the option of intermediate delivery, Magyar Posta will return mail items to the addressee endorsed "kézbesítés akadályozott" (unable to deliver) 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.

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. The person authorised to receive mail items must indicate on the document verifying delivery or on any other technical device recording signatures during delivery the name of the intermediate delivery organisation, its capacity as the intermediate deliverer and the name of the person accepting mail items. Instead of signing the name, a stamp bearing the name may also be used.

## 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 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. 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.
- 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) in the case of a budgetary authority, an official document proving the entitlement as the head there, 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) 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 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 for at most a year from the date of issue. Magyar Posta will consider notifications for a definite period of more than one year made prior to 1 March 2014 and notifications for an indefinite period of time until 1 March 2015 at the latest.
- 6) Recipients with a certified entitlement to receive mail items may prove their identity with the following valid documents:
  - a) Hungarian nationals: identity card or official document proving that a request for an identity card has been submitted, passport or other travel document, old type of identity card, 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;

- 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) The fact that the permanent or temporary address of the alternative recipient is the same as the address of the mail item or the redirecting address may be proved 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 and the same address as given on the mail item.

8) Magyar Posta considers an authentic mark attesting to the identity of the person entitled to receive mail made on the delivery document, other technical device for recording signatures or advice-of-delivery form in a manner that cannot be subsequently disputed as the person's signature in his or her own hand. 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.

9) Magyar Posta delivers registered mail items to addressees or other authorised recipients who are illiterate, have no knowledge of Roman script or who are unable to write for other reasons in the presence of a literate adult witness. The postman checks the identity of the addressee or other authorised recipient and the witness prior to delivery. The witness signs his or her name and writes his or her capacity on the delivery document or other technical device recording signatures.

10) Magyar Posta delivers mail items requiring personal delivery 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. Mail items addressed to natural persons who do not have legal capacity due to their age may be received by their legal representative as the addressee.

#### 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. 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 proof of the entitlement to receive mail is not shown, Magyar Posta 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.

- 2) In the case of the delivery of registered mail items which are not deemed official documents to an address, the authorised recipient with proven entitlement who is not classified as an occasional recipient proves his or her identity to Magyar Posta by presenting a document proving identity except if the identity of the recipient is proven beyond doubt to Magyar Posta in the absence of such a document as well. 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. As acknowledgement of the receipt of registered mail items not classified as official documents the recipient's signature (or in the case of a declaration in accordance with Point 6.2.1 the stamp bearing the recipient's signature) and, except in the case of delivery to the addressee, the recipient's relationship to the addressee entitling the recipient to accept mail items must be written by the authorised recipient in his or her own hand on the delivery document or other technical device for recording signatures, and the type and alphanumeric code of the document proving identity may also be marked. If the recipient's relationship to the addressee entitling the recipient to accept mail items has not been indicated by the authorised recipient other than the addressee, this will be written additionally by Magyar Posta on the delivery document or other technical device for recording signatures. However, Magyar Posta will not record the type and alphanumeric code of the document proving identity.

- 3) In the case of the delivery of an official document to the addressee or other authorised recipient or the delivery of a registered mail item not classified as an official document to an occasional recipient, the recipient must mark the type and alphanumeric code of his or her document proving identity together with his or her signature and relationship to the addressee entitling the recipient to accept mail items on the delivery document or other technical device for recording signatures in his or her own hand. Failing this, Magyar Posta will record the information additionally except for the recipient's signature on the basis of the identification document presented by the recipient.
- 4) When receiving registered mail items posted with the advice of delivery additional service or official documents, the signature (or in the case of a declaration in accordance with Point 6.2.1 the stamp bearing the signature) of the person entitled to receive mail and, except in the case of delivery to the addressee, the recipient's relationship to the addressee entitling the recipient to accept mail items as well as the name of the recipient for official documents must be given on the advice-of-delivery form. If the signature of the recipient is illegible, Magyar Posta may request the name of the recipient to be written in a legible form as well also for registered mail items posted with the advice of delivery additional service.
- 5) Organisations which receive their mail items based on a written contract at their premises in a separate receptacle must ensure for mail items posted with the advice of delivery additional service and for official documents that the name and signature of the authorised recipient (or in the case of a notification in accordance with Point 6.2.1 the stamp bearing the signature), and the date of delivery as well as the recipient's entitlement to receive mail (e.g. representative, authorised representative) are legibly given on the advice-of-delivery form.

#### 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 presents, or on Magyar Posta's request hands over, the notification of the arrival of the mail item. 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.



2) When delivering registered mail items (including mail items posted with the registered additional service only) 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. Except in the case of delivery to the addressee, the recipient's relationship to the addressee entitling the recipient to accept mail items and the signature (or in the case of a declaration in accordance with Point 6.2.1 the stamp bearing the signature) of the recipient must be written by the authorised recipient in his or her own hand, and the type and alphanumeric code of the document proving identity and if necessary the recipient's relationship to the addressee entitling the recipient to accept mail items (if the authorised recipient other than the addressee failed to indicate this) will be written additionally by Magyar Posta on the delivery document or other technical device for recording signatures. When receiving registered mail items posted with the advice of delivery additional service or official documents, the signature (or in the case of a declaration in accordance with Point 6.2.1 the stamp bearing the signature) of the person entitled to receive mail and, except in the case of delivery to the addressee, the recipient's relationship to the addressee entitling the recipient to receive mail items as well as the name of the recipient for official documents must be given on the advice-of-delivery form. If the signature of the recipient is illegible, Magyar Posta may request the name of the recipient to be written in a legible form as well also for registered mail items posted with the advice of delivery additional service.

3) When delivering at a delivery point, if the person coming to collect the mail item does not show or does not hand over at Magyar Posta's request the notification of arrival for the mail item, 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) A declaration by the addressee or the authorised representative made in writing on the delivery document or other technical device for recording signatures refusing immediate acceptance of a mail item 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.

2) In the event of the refusal to accept a mail item, Magyar Posta notes this fact as the reason for non-delivery on the delivery document or other technical device for recording signatures and on the mail item or accompanying document, and returns the mail item to the sender without leaving a notification or providing a retention period for collection.

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

- a) the addressee or authorised representative undertakes to settle the fee payable upon the delivery of the mail item only after the delivery attempt within the period of retention described in Point 6.8.1 because of the amount or the means of payment, or
- b) the authorised recipient other than the addressee and other than the authorised representative does not wish to accept the mail item or refuses to pay the fee due upon delivery, to prove their entitlement to receive mail or their identity, to sign the delivery document other technical device for recording signatures or the advice-of-delivery form (or in the case of a declaration in accordance with Point 6.2.1 refuses to place the stamp bearing the recipient's signature), or to record the information to be marked during delivery.

4) In the cases described in paragraph 3) Magyar Posta leaves a notification of the arrival of the mail item for the addressee.

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

1) Magyar Posta is obliged to retrieve any mail item delivered to the wrong address and its contents even if opened, 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 these GTC, does not charge a special fee for returning a mail item to the sender. When returning items, Magyar Posta handles registered mail items as registered and returns priority letter-mail items as priority.

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

#### 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 or the address does not exist and if the address cannot be identified or is not clear (endorsement: unidentifiable address);
- b) the addressee in the address cannot be identified or, 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 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).

2) Magyar Posta, with the exception of the cases described in points a), b), d), e), f) and g) of paragraph 1), will, after leaving notification, 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 other technical device for recording signatures as well as on the mail item or the accompanying document, and returns the mail item to the sender.

4) Magyar Posta informs the sender of the reason for non-delivery specified in paragraph 1) by e-mail, text message or using other technical means provided this was included in a written contract concluded with the sender.

## 7. Complaint Handling

- 1) A complaint is a statement 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.
- 2) Complaints concerning mail items may be made within a six-month period of limitation calculated from the date of posting, and grievances concerning activity and conduct within thirty days of learning of it but within six months of the performance of the activity or conduct at the latest.
- 3) Complaints may be made by users in person while arranging affairs during opening hours at postal service outlets, and for mobile posts during the period of stay at the designated access point.
- 4) Complaints received by phone and electronic means (e-mail, posta.hu) at the Central Customer Service are recorded, and users are advised of this at the start of the call. Magyar Posta keeps the voice recording for five years and upon request will make it available to the user free of charge.
- 5) Magyar Posta examines complaints received free of charge in a simple, transparent, non-discriminatory procedure. 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 5 years.
- 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.
- 7) As regards verbal complaints Magyar Posta deals with the grievance immediately on the spot as far as possible, and provides the necessary information.
- 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 international mail items posted under a time-guaranteed service the time-limit for submitting complaints is given in international agreements. The latest date for this is 4 months from the date of posting. With international mail items 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 within fifteen days of the date of receipt of information from a foreign postal operator. If the foreign postal operator 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 information from its contracted partner postal operator for the purpose of supplying information by the deadline.
- 11) If the complainant does not accept the answer to the complaint or Magyar Posta does not answer the 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 30 days of the expiry of the time-limit for replying.

## 8. Data protection and confidentiality

- 1) Magyar Posta, with the exceptions set out in paragraphs 5) to 9), uses and relays personal information that comes to its knowledge in connection with the provision of postal services or during the performance of a service for purposes in the public interest as a data controller bearing in mind the provisions of the law on informational self-determination and freedom of information.
- 2) Regarding the data processing described in paragraph 1),
  - 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) while its duration is, unless the Postal Services Act provides or the user instructs otherwise, the end of the calendar year after the posting of the mail item.
- 3) Magyar Posta makes the performance of the postal service dependent on neither providing 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.
- 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 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 points c) and e) of paragraph 6) the person knowing the data which individually identify a mail item or, if need be, telling Magyar Posta the address of the mail item and the name of the sender and addressee is also deemed to be a person having authority equivalent to the sender.
- 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 points b) and c) of paragraph 7) of Point 4.3.4.

9) Opening mail items is conducted 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, members, 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 member, agent or postal contractor ceases, and are liable for breaches of this obligation.

12) Information on Magyar Posta's data processing and data protection declaration can be viewed on [www.posta.hu/adatvedelmi\\_szabalyzat](http://www.posta.hu/adatvedelmi_szabalyzat). A list of data processors used in the course of providing postal services is available on [www.posta.hu](http://www.posta.hu).

## 9. Liability for damages

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### 9.1. Liability for damages for mail items posted in domestic traffic

#### 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 time-guaranteed services 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 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 the destruction of, loss in part or in full of and damage to mail items as well as in consequence of the delayed performance of time-guaranteed services – with the proviso that Magyar Posta will not indemnify the general damages of the sender or the addressee as described in paragraph 2) of Point 9.1.6 and in the event of the non-contractual performance of the redirecting service, and will indemnify the pecuniary damage of such persons with the exception of loss of reasonably expected profits. Claims arising under this paragraph will lapse after 6 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.

#### 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 on the item's accompanying document (address label), posting list 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;
- c) the packaging did not protect the contents of the mail item from damage caused by occasionally turning or rotating the item 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 handling service is damaged in spite of its exterior remaining intact and undamaged;
- 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) the sender does not fulfil his or her obligation described on the specific product sheets of the postal parcel services to make sure that the data on the address label produced by Magyar Posta are correct or to indicate the need to correct erroneous details during acceptance;
- i) Magyar Posta delivered the postal parcel to an occasional recipient pursuant to Point 6.7 in accordance with the sender's specific instruction but at the time of entering into the postal service contract the sender did not have the addressee's consent to the possibility of delivery to the immediate neighbour at the address.

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.

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.

5) Magyar Posta will not bear any liability for damages if only the external packaging of a mail item is 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 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 place near the address used for this purpose 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 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 cannot be enforced on the grounds of delay.

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 of mail items posted with a time-guaranteed service if

- a) the delay was caused by unforeseeable circumstances beyond its control;
- b) the 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 paragraphs 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 posting list/electronic dispatch list at the time or by the time of the posting of the items.

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) In the case of the e-notification, e-projection, e-arrival to post office box and e-delivery list additional services, Magyar Posta will not check the authenticity or correctness of the notification address. Magyar Posta will not assume liability for damages arising from an incorrectly or inaccurately given notification address.

14) In the case of the e-notification, e-projection, e-arrival to post office box and e-delivery list additional services, Magyar Posta will not be liable if the notification does not reach or is delayed in reaching the addressee of the notification due to unforeseeable circumstances beyond its control.

15) Magyar Posta will not assume liability for the track & trace additional service if a problem occurs in the sender's or addressee's Internet access.

16) Magyar Posta accepts no liability for decisions made by the competent customs bodies related to the inspection of mail items presented to customs.

### 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) <sup>4</sup>If a non-time-guaranteed 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;
  - 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 point a) equivalent to the extent of the damage caused to the full value of the mail item.
- 3) If a mail item 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 mail item is destroyed or fully lost, the flat-rate indemnity payable will be the sum indicated as the insured value;
  - b) if the mail item 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>5</sup>
- 5) If the sender did not state the real market value as the amount of the insured value, instead of the insured value Magyar Posta will use the real market value of the contents of the mail item 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 30 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 in domestic traffic 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

Magyar Posta will pay flat-rate indemnity for the delayed (attempted) delivery of mail items posted with a time-guaranteed service with exceptions described in paragraph 10) of Point

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<sup>4</sup> From 1 June 2014 the following provision will replace paragraph 2):

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;
- 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 point a) equivalent to the extent of the damage caused to the full value of the mail item.

<sup>5</sup> Repealed on 1 June 2014.



9.1.2. The amount of the flat-rate indemnity is twice the tariff paid for the mail item posted with a time-guaranteed service.

#### 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.

2) The amount of the flat-rate indemnity payable for the non-contractual performance of the redirecting service is twice the tariff paid for the service. If the tariff is based on a period of time, the flat-rate indemnity payable will be based on the tariff payable for the shortest period of time available for the service.

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

4) If a mail item posted with a time-guaranteed service and the insured additional service in domestic traffic is partially lost or damaged and Magyar Posta delivers the remaining part of the item or the damaged item delayed, Magyar Posta must pay indemnity for both the delayed delivery and the partial loss of or damage to the item which together is up to either the amount of the item's insured value or twice the tariff paid for the mail item posted with a time-guaranteed service, 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) and 3).

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.

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.

4) If the sender claims indemnity under 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 drawn up as a public document pursuant to the Civil Code. The authorisation must be appended to the written statement of claim.

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.

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 or other technical device for recording signatures at the time of the delivery or return delivery of the item by the person receiving the mail item. Failure to do this leads to loss of rights. In the absence of a delivery document or other technical device for recording signatures, 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.

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 a time-guaranteed 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 in respect of the loss or destruction of a mail item to Magyar Posta within 6 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 if the legal basis or the amount of the claim for indemnity is disputed. In this case, pursuant to the provisions of Section 2 of Act CLV of 1997 on consumer protection (hereinafter referred to as the Consumer Protection Act), Magyar Posta will inform claimants classified as consumers about the possibility to institute a procedure to settle a consumer dispute before the conciliation body 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 60 days of the receipt of the information under 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 8 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 15 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 posted in international traffic

#### 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 administrations govern the liability of Magyar Posta and/or the foreign postal operator, the assessment of the claim for indemnity as well as the amount of indemnity with the proviso that the provisions of Point 9.1.2 will prevail with regard to the exclusion of liability of Magyar Posta.

2) The sender (or the addressee, or their authorised representative) must always attach all available invoices, receipts and any other documents and evidence supporting the claim as well as the entire mail item (the content together with the entire internal and external packaging) to the submitted claim for indemnity.

3) Claims for indemnity for the delayed delivery of mail items posted with a time-guaranteed service may be made to Magyar Posta in writing for international EMS express mail items within four months of their receipt or the right to make a claim will be forfeited.

4) With the exception of mail items 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. The current value of SDR (DTS) is given in [other tariffs for postal services](#).

5) Magyar Posta's liability does not extend to indirect damages or lost profit.

6) If during postal handling or during the indemnity procedure it becomes apparent that the insured value of an international mail item 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 in Hungary

within 3 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 international letter-mail items

- a) In the event of the destruction of, full or partial loss of, or damage to an international letter-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.
- b) In the event of the destruction of, full or partial loss of, or damage to a mail item posted without the sender declaring its value but with the registered additional service, Magyar Posta will pay flat-rate indemnity. If the mail item
  - ba) is totally lost or destroyed, the amount of indemnity payable is a flat rate of 30 SDR (DTS),
  - bb) is partially lost or is damaged, the amount of indemnity payable is a proportion of the full flat-rate indemnity given in point ba) equivalent to the extent of the damage caused compared to the total value of the item.

#### 9.2.3. Extent of liability for international postal parcels and Europa+ parcels

- a) If an international postal parcel or a Europa+ 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.
- b) In the event of the destruction of, total or partial loss of, or damage to an international postal parcel posted without the sender declaring its value, the amount of indemnity payable is the amount calculated in proportion with the extent of loss or damage calculated at the rate of 4.50 SDR (DTS) per kilogram up to a maximum of 40 SDR (DTS).

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

- a) 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.
- b) In the event of the destruction of, full or partial loss of, or damage to an international EMS express mail item posted without the sender declaring its value but with the registered additional service, Magyar Posta will pay indemnity. If an international EMS express mail item
  - ba) 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 50,000;
  - bb) is partially lost or is damaged, the amount of indemnity payable is a proportion of the insured amount of 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.

#### 9.2.5. Extent of liability for the cash on delivery additional service

- 1) With the international cash on delivery additional service, Magyar Posta is liable up to the cash-on-delivery amount if the mail item was delivered without collecting the cash-on-delivery amount or collecting an amount less than the full amount.

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

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- 1) Magyar Posta will refund in full or in part fees which are miscalculated upon accepting mail items or erroneously collected upon delivery, or the difference in fees or the fee for the service not performed.
- 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 for reasons attributable to it; or
  - c) the Postal Services Act or these GTC thus prescribe apart from the cases outlined in points a) and b).
- 3) When granting a partial refund of a 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, international postal parcels, and Europa+ 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 fee applicable for a domestic EMS express item, or for international postal parcels or Europa+ parcels the amount charged for a 2-working day MPL Business parcel delivered to the door of the same weight,
  - d) for international services the sender may request a refund of the tariffs paid except for the fee for the insured additional service if a mail item posted with the registered and insured additional services is destroyed or lost due to the occurrence of force majeure, for which indemnity cannot be claimed,
  - e) if indemnity is payable for the loss of or total damage to an international letter-mail item posted with the registered additional service, an 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 entitled to a refund of the tariff paid for the service as well except for the fee paid for the international registered or international insured additional service,
  - 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. 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:
    - unidentifiable address;
    - addressee unknown;
    - not collected;
    - acceptance refused;
    - moved;
    - unable to deliver;

- “reported deceased/dissolved”.
- g) for domestic services, the fee for non-performed additional and supplementary services when the mail item is returned,
- h) a partial refund of the price is due for mail items which cannot be sent by air: if during aviation security control at the airport an international mail item 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 destination country is not possible (including all international EMS express mail items, which due to infringing the time guarantee undertaken by the service may not be forwarded by road), Magyar Posta will return the mail item to the sender accompanied by a letter explaining the circumstances and, granting a partial refund, will reimburse the fee for the service deducting the fee for the item type charged for domestic delivery (for international postal parcels and Europa+ parcels the fee will be based on the amount charged for a 2-working day MPL Business parcel delivered to the door of the same weight). In this case and if a non-time-guaranteed international mail item can be forwarded by road, Magyar Posta accepts no liability for damages arising from returning the item or delayed delivery.

## 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 the 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 services not substituting the universal postal service are:
  - a) time guarantee;
  - b) transit time.
- 3) The transit time is the period of time 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) Time-guaranteed 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, § 53 (1) and § 57 (12).

## 11.2. Transit time of the universal postal service and the 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) in the case of the universal postal service, entry into the universal postal network occurs at the actual acceptance 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 mail item is deposited after the last collection time, the following collection day must be regarded as the date of entry;
- 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) At least 90% of single-piece tariff priority letter-mail items posted must be delivered or attempted to be delivered by the end of the 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 85% of single-piece tariff non-priority letter-mail items posted must be delivered or attempted to be delivered by the end of the third working day after the date of posting and at least 97% by the end of the fifth working day after the date of posting.

3) At least 90% of non-single-piece tariff priority letter-mail items posted must be delivered or attempted to be delivered by the end of the 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 85% of non-single-piece tariff non-priority letter-mail items posted must be delivered or attempted to be delivered by the end of the third working day after the date of posting and 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 85% of official documents posted must be delivered or attempted to be delivered by the end of the third working day after the date of posting and 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 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 85% of mail items under this point must be delivered or attempted to be delivered by the end of the third working day after the date of posting and 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 the service substituting the universal postal service

1) At least 85% of mail items under this point must be delivered or attempted to be delivered by the end of the third working day after the date of posting and at least 97% by the end of the fifth working day after the date of posting.

11.2.6. International transit times – compulsory transit times for letter-mail items 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 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 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 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 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 day.

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

The [Country Guide](#) provides information on the transit times of international postal parcels, international priority postal parcels and international mail.

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) 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 number of lost or destroyed domestic registered items compared to the number of registered items accepted in domestic traffic complies with the following indicator:



$$E/F \leq 0.06 \text{ thousandth}$$

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 by the application of a device recording signatures and identifying the person of the authorised recipient, 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) 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 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 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:

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

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 by the application of a device

recording signatures and identifying the person of the authorised recipient, 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 product sheet for each service.

2) The rules on liability for the time guarantee are given under Point 9.

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

1) Information about the transit times of Europa+ parcels and international EMS express mail items is given in the publication [Country Guide](#).