

General conditions of Helvetia Schweizerische Versicherungsgesellschaft Liechtenstein AG for the Motor vehicle liability insurance (AKHB 7/2021) Valid from 1.7.2021

Table of contents

Article 1	What is the subject matter of the insurance?
Article 2	Who are co-insured persons, how can they assert their claims and under what conditions is the insurer released from the obligation to perform towards them in the event of a misconduct by the policyholder?
Article 3	What is considered an insured event?
Article 4	Where is the the insurance valid? (Geographical scope of application)
Article 5	How is the insurance coverage for abroad regulated?
Article 6	Up to what amount does the insurer pay? (Sums insured)
Article 7	What is the insurance period, when is the premium payable, when does the insurance coverage start in general and what is meant by provisional coverage?
Article 8	What is not insured? (Risk exclusions)
Article 9	What must be observed before or after the occurrence of the insured event? (Obligations)
Article 10	What circumstances are considered to increase the risk?
Article 11	To what extent is the insurer's release from the obligation to perform in the event of a violation of an obligation or an increase of the risk limited?
Article 12	When and under what conditions does the premium change? (Premium adjustment)
Article 13	When and under what conditions may amendments to tariffs generally used by the insurer be applied with effect to already existing contracts?
Article 14	Under what conditions can the terms and conditions be amended with effect to already existing contracts?
Article 15	What is the insurer authorized to? When can insurance claims be assigned or pledged?
Article 16	Under what conditions can the insurance contract be terminated? Who can terminate after the occurrence of the insured event? What happens if the insured risk ceases to exist? What happens if the insured vehicle is sold?
Article 17	When is the contract suspended?
Article 18	Where can claims arising from the insurance contract be asserted in court? (Jurisdiction)
Article 19	What happens in case of a conflict of interest?
Article 20	What special provisions apply to individual types of vehicles and registration plates?
Article 21	In what form shall declarations be made?
Article 22	What law is applicable?
Article 23	Complaints
Deviations from the non-binding model terms and conditions of the Association of Insurers in Austria	
Appendix	Legal provisions mentioned in the AKHB 7/2021

Article 1

What is the subject matter of the insurance?

The insurance comprises of the settlement of justified compensation claims as well as the defense against unjustified compensation claims that are raised against the policyholder or co-insured persons on the basis of statutory liability provisions, in the event that due to the use of the insured car people are injured or killed, property is damaged or destroyed or lost, or a financial loss was caused that constitutes neither personal injury nor damage to property (pure financial losses).

Article 2

Who are the co-insured persons, how can they assert their claims, and under what conditions is the insurer released from the obligation to perform towards them in the event of misconduct by the policyholder?

1. Co-insured are the owner, the keeper and persons that are employed with the knowledge of the keeper in using the vehicle, or who are transported in the vehicle or who are instructing the driver.
2. With regard to these persons, the insurance is concluded for the account of a third party. The co-insured persons may assert their claims independently.
3. If the insurer is released from the obligation to perform towards the policyholder, this applies towards a co-insured person only if the circumstances giving rise to the insurer's release from the obligation to perform occurred because of this insured person.

Article 3

What is considered an insured event?

In the case of bodily injury and property damage, an insured event is a loss event; in the case of financial loss, it is an act or omission from which claims for compensation against the policyholder or a co-insured person could arise. Several temporally and locally related losses arising from the same cause are deemed to be one insured event.

Article 4

Where is the insurance valid? (Geographical scope of application)

1. The insurance covers Europe in the geographical sense, but in any case the territory of those signatory states to the Agreement between the national insurers' bureaux of the Member States of the European Economic Area and other associated countries dated 30 May 2002, OJ L 192 of 31 July 2003, p.23 (see Annex).
2. If the vehicle is transported by water, the insurance cover is not interrupted if the places of loading are within the geographical scope of application. If the place of destination is outside the geographical scope of application, the insurance coverage ends when the loading process is completed.

Article 5

How is the insurance coverage for abroad regulated?

1. In the territory of those states for which an International Insurance Card (Green Card) was issued, or where the presentation of that card has been waived on the basis of the Agreement between the national insurers' bureaux of the Member States of the European Economic Area and other associated states of 30 May 2002, the insurance extends in any case to the extent prescribed in the state concerned for vehicles with foreign registration plates, but at least to the extent stipulated in the insurance contract.
2. The insurance coverage expires at the end of the insurance contract even if the international insurance card indicates a duration exceeding this period.
3. If the insurer is obliged to perform under the law of the visited state, taking into account the contracts existing between insurers and associations of insurers, but is not liable to the policyholder or co-insured persons under the insurance contract, is released from the obligation to perform or the insurance cover has lapsed due to termination of the insurance contract, the insurer is entitled to claim compensation for his expenses arising from this obligation.

Article 6

Up to what amount does the insurer pay? (sums insured)

1. The insurer is liable within the scope of these insurance terms and conditions in each insured event for bodily injury, property damage and financial loss up to the prescribed or (in the case of a voluntary higher insurance) up to the agreed insured sums. Costs, interest and other ancillary benefits of whatever name will be offset against these.
2. If the claims for compensation exceed the sums insured, the insurer bears the costs of any legal action not instigated by him only in proportion of the sums insured to the total amount of the claims.
3. In the event that annuity payments are to be made and the capital value of the annuity exceeds the sum insured or the remaining amount of the sum insured after deduction of any other benefits from the same insured event, the annuity is only paid in the ratio of the sum insured or its remaining amount to the capital value of the annuity. The calculation of the capital value is based on the General Mortality Table for Austria and an interest rate of 3%.

Article 7

What is considered to be the insurance period, when is the premium payable, when does the insurance coverage start in general and what is meant by provisional coverage?

1. Unless the insurance contract is concluded for a shorter period of time, the insurance period is one year, even if the annual premium is to be paid in installments in accordance with the contract.

2. The first or single premium including fees and insurance tax is payable by the policyholder upon delivery of the policy and a request for payment of the premium (redemption of the policy). The subsequent premiums, including fees and insurance tax, are payable on the agreed due date stated in the policy, or on the agreed due dates in the case of agreed partial payment.
3. Default in payment can lead to the insurer's release from the obligation to perform. The prerequisites and limitations of a release from the obligation to perform are regulated by law (see sec. 38, 39 and 39a Insurance Contract Act; *VersVG*).
4. As long as the insurer remains obliged to perform towards the injured third party in accordance with section 24 (2) Motor Vehicle Liability Insurance Act (*KHVG*), the Insurer is entitled to the pro rata premium until the expiry of the period specified therein.
5. The insurance cover generally incepts at the agreed commencement of the insurance. If the policy is not delivered until afterwards, but the premium is then paid within 14 days or thereafter without any culpable delay, insurance cover is provided from the agreed start of insurance.
6. If the insurance cover is to incept before the redemption of the policy (provisional coverage), the insurer's express consent to a provisional coverage is required. The issuance of the confirmation of insurance pursuant to sec 61 para 1 Motor Vehicle Act 1967 (*KFG*) has the effect of provisional coverage being assumed. The provisional coverage ends when the insurance application is accepted and the policy is redeemed. It ceases to apply if the insurance application is accepted without any changes and the policyholder culpably defaults on payment of the first or single premium (point 3). The Insurer is entitled to terminate the provisional coverage with a two weeks' prior notice. In this case, the insurer is entitled to the pro rata premium for the period of insurance coverage.

Article 8

What is not insured? (Risk exclusions)

The insurance does not cover:

1. Compensation claims of the owner, the keeper and- in the case of rental of the vehicle without providing a driver - the person renting the vehicle and the persons to whom the person renting the vehicle entrusts the vehicle, against co-insured persons for property damage or purely financial losses;
2. Compensation claims because of damage to, destruction or loss of the insured vehicle and of items transported with the insured vehicle, with the exception of those which the persons transported with the consent of the keeper usually carry about or, insofar as the trip primarily serves to transport passengers, carry as objects of personal use; this does not apply to the non-commercial towing of inoperable vehicles within the scope of customary assistance;
3. Compensation claims arising from the use of the insured vehicle as a stationary source of power or for similar purposes;
4. Compensation claims arising from the use of the motor vehicle in a motor sports event, where the aim is to achieve the highest possible speed, or during their practice runs;
5. Compensation claims that are subject to special provisions concerning liability for nuclear damage.

Article 9

What must be observed before or after the occurrence of an insured event? (Obligations)

1. As obligations, the violation of which at the time of the insured event releases the insurer from its obligation to perform in accordance with the conditions and limitations of sec. 6 para 1 and 1a *VersVG* (see Annex), are determined:
 - 1.1. to observe arrangements made regarding the usage of the vehicle;
 - 1.2. not to transport more persons than the agreed maximum permitted number in the vehicle;
 - 1.3. in the event of a transferrable vehicle registration plate being assigned, to use only the vehicle to which the registration plates have been fitted.

In the event of a violation of the obligation pursuant to point 1.2., the release from the obligation to perform amounts at most to that part of the compensation which corresponds to the ratio of the number of persons wrongly transported to the total number of persons transported.

2. As obligations to be fulfilled towards the insurer for the purpose of reducing the risk or preventing an increase of the risk and the violation of which at the time of the insured event releases the insurer' from the obligation to perform in accordance with the conditions and limitations of sec. 6 para 2 *VersVG* (see Annex) are determined:
 - 2.1. that the driver is authorized to drive the vehicle under motor-vehicle law;
 - 2.2. that the driver is not in a condition impaired by the consumption of alcohol or use of narcotic drugs within the meaning of the road traffic regulations;
 - 2.3. not to transport more persons with the motor vehicle than the maximum number permissible in accordance with the road traffic regulations.

In the cases of points 2.1 and 2.2, the obligation to perform remains in any case towards the policyholder and co-insured persons other than the driver, provided that the violation of the obligation was not recognizable for them without fault.

A violation of the obligation pursuant to point 2.2. is deemed to have occurred only if it is stated in the ruling or in the reasoning of a final decision by an administrative authority or a court, that the vehicle was being driven in a condition impaired by alcohol or narcotic drugs.

In the event of a violation of the obligation under point 2.3., the release from the obligation to perform amounts at most to that part of the compensation which corresponds to the ratio of the number of persons wrongly transported to the total number of persons transported. transported.

3. As obligations the breach of which after the occurrence of the insured event releases the Insurer from the obligation to perform in accordance with the conditions and limitations of sec. 6 para 3 *VersVG* (see Annex) are determined:
 - 3.1. in the event of personal injury, to render assistance to them or, if those obliged to do so are unable to do so, to immediately arrange for assistance from others;
 - 3.2. in the event of personal injury, to immediately notify the nearest police station;
 - 3.3. to notify the insurer within one week at the latest from the time of knowledge of

- 3.3.1. the insured event, specifying the facts as precisely as possible,
- 3.3.2. the assertion of a claim by the injured third party,
- 3.3.3. the initiation of related proceedings by an administrative authority or a court.

Points 3.3.1. and 3.3.2. do not apply if the policyholder compensates the injured party for the damage himself.

- 3.4. to contribute to the establishment of the facts, if possible;
- 3.5. except in the case of point 3.8. not to recognize the claims for compensation of the injured third party without the consent of the insurer;
- 3.6. except in the case of point 3.8. not to allow a conditional payment order to become final without the consent of the insurer;
- 3.7. to leave to the insurer, except in the case of a release from the obligation to perform, the conduct of the litigation concerning the claim for compensation, to grant power of attorney to the lawyer appointed by the insurer and to provide any relevant clarification requested by the latter.
- 3.8. If the policyholder has made a payment to cover the loss within four weeks after the occurrence of the insured event, the insurer is not released from its obligation to perform due to a violation of an obligation pursuant to point 3.3. if the fulfillment of the obligation is made up for within six months after the occurrence of the insured event. This does not affect the obligation to notify court proceedings pursuant to clause 3.3.3.

Article 10

What circumstances are considered to increase the risk?

All circumstances due to which the vehicle does not comply with the KFG or the regulations issued on the basis of this federal law and due to which the further use of that vehicle endangers road safety, are deemed to constitute an increase of the risk of sec. 23 para 1 and 27 para 1 VersVG, provided that the persistence of these circumstances is due to gross negligence.

Article 11

To what extent is the insurer's release from the obligation to perform in the event of a violation of an obligation or an increase of the risk limited?

- 1. The release of the insurer from the obligation to perform as a result of the violation of an obligation or an increase of the risk is a maximum amount of EUR 11,000 in each case, and a total of maximum EUR 22,000 for each insured event;
- 2. The limitation of the release from the obligation to perform according to point 1 does not apply,
 - 2.1. if the obligation was violated with the intention of unlawfully obtaining a pecuniary advantage for himself or a third party;
 - 2.2. in case of violation of one of the obligations specified in Article 9.3.5. or 9.3.7.

In the case of point 2.1. the insurer is released from the obligation to perform beyond the limitation set forth in point 1. up to the amount of the procured pecuniary advantage, in the case of point 2.2. up to the amount of the financial loss incurred by the insurer.

Article 12

When and under what conditions does the premium change? (Premium adjustment)

- 1. Any adjustment (increase or decrease) of the premium shall be made in accordance with the Motor Vehicle Liability Insurance Performance Price Index 2010 (KVLPI 2010) published by the Bundesanstalt Statistik Austria Österreich (Statistics Austria).
An adjustment of the premium (increase or decrease) is made once a year at the main due date of the insurance contract.
The change in the premium corresponds to the change in the KVLPI 2010 monthly index figures (final monthly values).
The monthly index figure announced for the fourth month prior to the premium main due date and that of the same month of the previous calendar year is used to calculate the percentage. If this has not yet been published, the most recently published index figure is used.
In the event of discontinuation (conveyance), the corresponding successor index replaces the KVLPI 2010.
General regulations on contractual provisions providing for a change in the remuneration remain unaffected.
- 2. **Premium adjustments** based on point 1. may be made at the earliest after one year from the commencement of the insurance and thereafter not at intervals shorter than one year; they take effect at the earliest from the date of notification of the policyholder by the insurer.
- 3. If the premium is increased on the basis of the provisions of point 1, the policyholder may terminate the insurance contract within one month after the insurer has notified him of the increased premium and the reason for the increase. The termination shall become effective after one month has lapsed, but not earlier than the effective date of the premium increase.
- 4. In the notification, the insurer shall explain the reason for the increase to the policyholder in a clear and comprehensible manner. In addition, the insurer shall inform the policyholder of his right to terminate the contract, provided that the premium increase is not based solely on the development of a consumer price index published by Statistics Austria.

Article 13

When and under what conditions may amendments to tariffs generally used by the insurer be applied with effect to already existing contracts?

- 1. The Insurer is entitled or obliged to adjust its generally applied tariff with effect on existing contracts in the event of a significant change in the risk due to
 - changes in existing or the entry into force of new legal norms, as well as sustained changes in case law, insofar as they have an influence on the risk borne by the insurer;
 - changes in the indemnification set by law, ordinance or another official act.
- 2. **Premium adjustments** based on the point 1. may be made at the earliest after one year from the commencement of the insurance and subsequently not at intervals shorter than one year; they become effective at the earliest from the date of notification of the policyholder by the insurer.
- 3. If the tariff is increased pursuant to point 1, the policyholder may terminate the insurance contract within one month after the insurer has notified him of the increased premium and the reason for the increase. The termination becomes effective at the end of one month, but not earlier than

the effective date of the premium increase. The policyholder must be expressly informed of his right of termination when he is notified of the premium increase.

Article 14

Under what conditions can the terms and conditions be amended with effect to already existing contracts?

1. The insurer is entitled to propose to the policyholder a change of the terms and conditions.
2. The policyholder shall be notified of the change and it shall be deemed approved, provided that the policyholder does not object within one month of receipt of the notification.
3. In the notification the insurer shall specifically inform the policyholder of the right to object, the objection period and the legal consequences if no objection is made. The change of the terms and conditions becomes effective at the time specified in the notification, but not before the objection period has expired.

Article 15

What is the insurer authorized to? When can insurance claims be assigned or pledged?

1. Except in the case of freedom from the obligation to perform, the insurer is authorized to make such declarations on behalf of the policyholder and the co-insured persons within the limits of the sum insured and the risk assumed as it deems expedient to satisfy or defend against the claims for compensation of the injured third party.
2. Insurance claims may not be assigned or pledged prior to their final determination without the express consent of the insurer.

Article 16

Under what conditions can the insurance contract be terminated? Who can terminate after the occurrence of an insured event? What happens if the insured risk ceases to exist? What happens if the insured vehicle is sold?

1. Sec. 14 KHVG applies to termination at the end of the contract, and sec. 158 VersVG applies to termination after the occurrence of an insured event.
2. If the insured interest ceases to exist, sec. 68 VersVG applies; if the insured vehicle is sold, sec. 158 h VersVG applies. The insurer is entitled to the premium for the contract period elapsed until the termination of the contract.

Article 17

When is the contract suspended?

The policyholder can demand the suspension of the insurance contract for a period of at least six months if he has deregistered the vehicle in accordance with sec. 43 KFG or deposited the registration certificate and the registration plates in accordance with sec. 52 KFG.

Article 18

Where can claims arising from the insurance contract be asserted in court? (Jurisdiction)

The policyholder and the co-insured persons may also assert claims arising from the insurance contract before the courts in whose district they have their domicile or habitual residence or their registered office in Austria.

Article 19

What happens in case of a conflict of interest?

If the injured third party and the policyholder are insured against liability with the same insurer, the provisions of Article 9.3.7. and Article 16.1. shall not apply. In this case, the policyholder or the co-insured person may be represented by a lawyer of his choice who has his seat in the district of the court having jurisdiction for the proceedings, at the expense of the insurer (sec 150 para. 1 VersVG) in a legal action brought by the injured third party.

Article 20

What special provisions apply to individual types of vehicles and registration plates?

1. Motorcycles
If a motor vehicle insured as a motorcycle does not or no longer meets the legal requirements as a motorcycle at the time of the loss event, this shall be deemed to be used for a purpose other than that agreed in the insurance contract within the meaning of Article 9.1.1.
2. Trailer
 - 2.1. The insurance of trailers includes, without prejudice to the provisions of point 2.2., only the insured events that are not related to towing the trailer by a motor vehicle. Co-insured persons are the owner and the person who uses the trailer with the owner's consent.
 - 2.2. The insurance of trailers also includes insured events related to towing of the trailer by the towing vehicle, namely
 - 2.2.1. with regard to compensation claims of occupants of a bus trailer;
 - 2.2.2. with regard to the damage caused by the dangerous goods transported by the trailer for the carriage of dangerous goods, insofar as the sum insured for the trailer exceeds the sum insured for the towing vehicle;
In these cases, the persons insured by the insurance contract on the towing vehicle are also co-insured.
 - 2.2.3. in the case of trailers with foreign registration plates bearing the registration plate of the domestic towing vehicle (sec. 83 KFG), all insured events are included in the insurance of the towing vehicle.
3. Test drive registration plates
If the insurance contract refers to test drive registration plates, insurance cover shall apply to the vehicle to which the registration plates with the test drive registration plates are attached. Article 9.1.1. shall apply mutatis mutandis to test drives, but not Article 10.

Article 21

In what form shall declarations be made?

1. All notifications and declarations (except for those according to point 4.) and information of the policyholder must be made in written form, unless it has been expressly and separately agreed that they must be made in writing.
2. The written form is complied with by receipt of a text consisting of characters indicating the person making the declaration. A handwritten signature of the person making the declaration is not required. Notifications, declarations and information in written form may be transmitted, for example, by fax, e-mail or by post.
3. In writing means means that the recipient of the declaration must receive the original of the declaration with the handwritten signature of the person making the declaration; a "qualified electronic signature"¹ also fulfils this requirement.
4. Declarations of withdrawal pursuant to sec. 8 of the Act on Distance Marketing of Consumer Financial Services (*FernFinG*) is not bound to any particular form.

Article 22

What law is applicable?

Austrian law shall apply.

Article 23 Complaints

Are you not satisfied and you wish to make a complaint?

Any complaints about the insurance intermediary or the insurer should be addressed to:

QOVER SA Mediation Department

Rue du Commerce, 31
1000 Brussels
Belgium
Phone: +43800802265
E-Mail: mediation@qover.com

If you are not satisfied with the answers of QOVER SA regarding your complaint about the insurer, you may also address your complaint to:

Helvetia Schweizerische Versicherungsgesellschaft Liechtenstein AG

Äulestraße 60
9490 Vaduz
Liechtenstein
E-Mail: partner-nl@helvetia.ch

If the matter has not been resolved to your satisfaction, you may also write to:

Complaints office about insurance companies in the Federal Ministry of Social Affairs, Health, Care and Consumer Protection

Stubenring 1
1010 Vienna
Phone: +43 1 71100 - 862516 or 862501
E-mail: versicherungsbeschwerde@sozialministerium.at

or

If your complaint has been rejected or no agreement could be reached between you and the insurer, you can also contact, provided that you are a consumer within the meaning of sec. 1 para 1 Consumer Protection Act (*KSchG*), the

Verbraucherschlichtung Austria

Mariahilferstraße 103/1/18
1060 Wien
Phone: +43 1 890 63 1
E-Mail: office@verbraucherschlichtung.at
Web: www.verbraucherschlichtung.or.at

If you obtained your policy online (E-Commerce), you can use the European Online Dispute Resolution Platform at the European Commission <https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>. The Internet Ombudsman can be considered as an alternative:

Internet-Ombudsmann

Margaretenstr. 70/2/10
1050 Vienna
Tel.: +43 1 5952112/95
E-Mail: beratung@ombudsmann.at
Web: www.ombudsmann.at

The insurer is not obliged to participate in a complaints handling arrangement and therefore reserves the right to refuse to do so..

If you want to make a complaint about the insurance intermediary, you may contact

¹ The term „qualified electronic signature“ is defined by Art 3(12) of Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market (OJ L 257, 28.8.2014; see Annex).

Office for Complaints concerning insurance intermediaries

Federal Ministry for Digital and Economic Affairs

Stubenring 1

1010 Vienna

MMag. Stefan Trojer

Phone: +43 1 71100/805782

E-Mail: stefan.trojer@oesterreich.gv.at

The complaints handling arrangements above are without prejudice to Your right to start judicial proceedings.

The AKHB 7/2021 supplement or amend the non-binding model conditions of the Association of Austrian Insurance Companies in Articles 12, 13, 15, 21 and 23.

Article 12: Article 12 contains a premium adjustment clause.

Article 13: Article 13, point 2., contains the word "premium adjustments" instead of "premium increases".

Article 15: A bonus-malus system is not agreed. Therefore, by way of derogation from the model conditions, these conditions do not contain an Article 15 regarding an agreement on a bonus-malus system. For this reason, the numbering of the Articles provided for in the model conditions is shifted by one Article from Article 15 onwards.

Article 21: For better understanding, a detailed definition of the written form of declarations has been chosen in deviation from the model conditions. The reference to sec. 3, 3a Consumer Protection Act is deleted because these provisions do not apply to insurance contracts pursuant to Federal Law Gazette Nr. I 51/2018.

Article 23: In Article 23, the policyholder is informed about the possibilities to file a complaint against the insurer and/or the insurance intermediary. The model conditions do not contain a presentation of these possibilities for complaints.

These insurance conditions were submitted to the Financial Market Authority (FMA), Otto-Wagner-Platz 5, A-1090 Vienna, on 1 July 2021.

Annex to the AKHB (version 05/2021)

Legal provisions mentioned in the AKHB 5/2021

Extract from the Insurance Contract Act 1958

(VersVG – Federal Law Gazette I No. 2/1959 as amended by Federal Law Gazette I No. 51/2018)

§ 6

(1) If the contract stipulates that in the event of a breach of an obligation to be fulfilled towards the insurer prior to the occurrence of the insured event, the insurer shall be released from the obligation to indemnify, the agreed legal consequence shall not occur if the breach is to be regarded as a breach through no fault of the insurer. The insurer may terminate the contract within one month after becoming aware of the breach without observing a notice period, unless the breach is to be considered as one without fault. If the insurer does not terminate the contract within one month, it may not invoke the agreed exemption from benefits.

(1 a) In the event of a breach of an obligation which is intended to maintain the equivalence between risk and premium underlying the insurance contract, the agreed exemption from benefits shall furthermore only occur in the proportion in which the agreed premium falls short of the premium provided for the higher risk in accordance with the tariff. In the event of a breach of obligations regarding other mere reports and notifications which have no influence on the insurer's assessment of the risk, exemption from benefits shall only occur if the obligation has been intentionally breached.

(2) If an obligation is breached which the policyholder must fulfill towards the insurer for the purpose of reducing the risk or preventing an increase in the risk - irrespective of the applicability of para. 1 a - the insurer may not invoke the agreed exemption from performance if the breach had no influence on the occurrence of the insured event or insofar as it had no influence on the scope of the performance incumbent on the insurer.

(3) If exemption from benefits has been agreed in the event that an obligation is breached which is to be fulfilled towards the insurer after the occurrence of the insured event, the agreed legal consequence shall not occur if the breach is based neither on intent nor on gross negligence. If the obligation is not violated with the intention of influencing the insurer's obligation to indemnify or of affecting the determination of such circumstances that are recognizably significant for the insurer's obligation to indemnify, the insurer shall remain obliged to indemnify insofar as the violation had no influence on the determination of the insured event or on the determination or the scope of the indemnification incumbent on the insurer.

(4) An agreement according to which the insurer is to be entitled to withdraw from the contract in the event of a breach of an obligation is invalid.

(5) The insurer may only derive rights from a negligent breach of an agreed obligation if the policyholder has previously been provided with the insurance conditions or has received another document in which the obligation is communicated.

§ 23

(1) After conclusion of the contract, the policyholder may neither increase the risk nor allow it to be increased by a third party without the consent of the insurer.

§ 27

(1) If an increase of the risk occurs after the conclusion of the contract irrespective of the will of the policyholder, the insurer shall be entitled to terminate the insurance relationship subject to a notice period of one month. The right of termination shall expire if it is not exercised within one month from the time when the insurer became aware of the increase of the risk, or if the situation that existed prior to the increase has been restored.

§ 38

(1) If the first or single premium is not paid within 14 days after the conclusion of the insurance contract and after the request for payment of the premium, the insurer shall be entitled to withdraw from the contract as long as the payment has not been effected. It shall be considered a withdrawal if the claim to the premium is not asserted in court within three months from the due date.

(2) If the first or single premium has not been paid at the time of the occurrence of the insured event and after the expiry of the period specified in para 1, the insurer shall be released from the obligation to indemnify, unless the policyholder was prevented from timely payment of the premium through no fault of his own.

(3) The request to pay the premium shall have the legal consequences provided for in paras. 1 and 2 only if the insurer has pointed them out to the policyholder.

(4) Non-payment of interest or costs shall not trigger the legal consequences of paras 1 and 2.

§ 39

(1) If a subsequent premium is not paid on time, the insurer may set the policyholder a payment deadline of at least two weeks in writing at the policyholder's expense; a replica of the policyholder's handwritten signature shall suffice for signature. The legal consequences associated with the expiry of the deadline in accordance with paras. 2 and 3 must be stated. A deadline stipulated without observing these provisions shall be invalid.

(2) If the insured event occurs after the expiry of the deadline and the policyholder is in default of payment of the subsequent premium at the time of occurrence, the insurer is released from the obligation to indemnify, unless the policyholder was prevented from timely payment through no fault of his own.

(3) The insurer may terminate the insurance relationship after the expiry of the period without observing a notice period if the policyholder is in default of payment. The termination may already be combined with the determination of the payment period in such a way that it becomes effective upon expiry of the period if the policyholder is in default of payment at that time; the policyholder's attention shall be expressly drawn to this fact when giving notice of termination. The effects of the termination shall cease if the policyholder makes the payment within one month after the termination or, if the termination has been combined with the determination of the deadline, within one month after the expiry of the payment deadline, unless the insured event has already occurred.

(4) Non-payment of interest or costs shall not trigger the legal consequences of paras. 1 to 3.

§ 39a

(1) If the policyholder is in arrears with no more than 10 percent of the annual premium, but no more than 60 euros, the insurer shall not be released from its obligation to indemnify as provided for in § 38 or § 39.

§ 68

(1) If the insured interest does not exist at the commencement of the insurance or, if the insurance is taken out for a future business or otherwise for a future interest, the interest does not come into existence, the policyholder is released from the obligation to pay the premium; the insurer may demand a reasonable business fee.

(2) If the insured interest ceases to exist after the commencement of the insurance, the insurer shall be entitled to the premium that it could have charged if the insurance had only been applied for up to the time when the insurer becomes aware of the cessation of the interest.

(3) If the insured interest ceases to exist after the commencement of the insurance as a result of an event of war or as a result of an official measure taken on the occasion of a war, or if the cessation of the interest is the unavoidable consequence of a war, the Insurer shall be entitled to only that part of the premium which corresponds to the duration of the risk.

(4) In the cases of paras. 2 and 3, the parts of the premium to be refunded to the policyholder shall be paid only after the end of the war.

§ 69

(1) If the insured object is sold by the policyholder, the purchaser shall take the place of the seller in the rights and obligations of the policyholder arising from the insurance relationship during the period of his ownership.

(2) The transferor and the transferee shall be jointly and severally liable for the premium for the insurance period in force at the time of the transfer.

(3) The insurer shall not accept the sale as valid with regard to the claims against him arising from the insurance relationship until he becomes aware of it; the provisions of Sections 1394 to 1396 of the Austrian Civil Code shall apply mutatis mutandis.

§ 70

- (1) The insurer is entitled to terminate the insurance relationship with the purchaser subject to one month's notice. The right of termination shall expire if the insurer does not exercise it within one month from the time at which it became aware of the sale.
- (2) The acquirer is entitled to terminate the insurance relationship; the termination can only take place with immediate effect or at the end of the current insurance period. The right of termination shall expire if it is not exercised within one month of the acquisition; if the acquirer had no knowledge of the insurance, the right of termination shall continue to exist until the expiry of one month from the time when the acquirer became aware of the insurance.
- (3) If the insurance relationship is terminated on the basis of these provisions, the transferor shall pay the premium to the insurer; the transferee shall not be liable for the premium in such cases.

§ 71

- (1) The insurer must be notified of the sale without delay. If the purchaser or the seller fails to notify the insurer without delay, the insurer shall be released from its obligation to indemnify if the insured event occurs more than one month after the date on which the insurer should have received the notification.
- (2) The insurer's obligation to indemnify remains in force if he was aware of the sale at the time when he should have received the notification, or if the notification was not intentionally omitted and
the sale had no influence on the occurrence of the insured event or insofar as it had no influence on the scope of the benefits owed by the insurer. The same applies if, at the time of the occurrence of the insured event, the period for giving notice to the insurer has expired and notice has not been given.

§150

- (1) The insurance covers the judicial and extrajudicial costs incurred in defending against the claim asserted by a third party, insofar as the incurrence of the costs is required by the circumstances. This shall also apply if the claim proves to be unfounded. The insurance also covers the costs of defense in criminal proceedings instituted for an act that could result in the policyholder's liability to a third party, provided that these costs were incurred on the instructions of the insurer. The Insurer shall advance the costs at the request of the Insured.

§ 158

- (1) If, after the occurrence of an insured event, the insurer has acknowledged its obligation to pay compensation to the policyholder or has refused to pay the compensation due, either party is entitled to terminate the insurance relationship. The same shall apply if the insurer instructs the policyholder to take the third party's claim to court.
- (2) Termination is only permissible within one month of the recognition of the obligation to indemnify or the refusal to indemnify or of the entry into force of the final judgment in the legal dispute with the third party. The Insurer shall observe a notice period of one month. The policyholder may not give notice of termination for a date later than the end of the current insurance period.

§ 158 h.

The provisions governing the sale of the insured object apply mutatis mutandis.

Extract from the Motor Vehicle Liability Insurance Act

(KHVG – Federal Law Gazette I No. 651/1994 as amended by Federal Law Gazette I No. 19/2017)

§ 9

- (1) The insurer shall, without prejudice to any further agreement, provide insurance benefits in each insured event up to the amount resulting from the following provisions (statutory sum insured).
- (2) Subject to paras. 5 and 6, the statutory sum insured is a lump-sum sum insured covering personal injury and property damage.
- (3) The lump sum insurance amount is
 1. for buses for not more than 19 passengers (seated and standing) excluding the driver, and trucks with more than eight but not more than 19 passengers excluding the driver EUR 15,200,000.00

2. for buses and trucks with more than 19 passengers, an additional EUR 3,800,000 for every additional five passengers or fraction thereof,
 3. for passenger trailers for buses with no more than 10 passengers EUR 7,600,000.00 and for each additional five passengers or fraction thereof an additional EUR 3,800,000.00,
 4. for all other vehicles EUR 7,600,000.00.
- (4) In any case, the following is fully covered by/within the lump sum insured:
1. all personal injuries
 - a) up to EUR 13,900,000.00 in case of buses for not more than 19 passengers (seated and standing) excluding for the driver as well as trucks with more than eight, but not more than 19 passengers excluding the driver,

- b) up to EUR 3,800,000.00 in case of buses and trucks with more than 19 passengers, for each additional five passengers or fraction thereof,
 - c) up to EUR 6,300,000.00 in the case of passenger trailers for buses with no more than ten passengers and an additional EUR 3,800,000.00 for every additional five passengers additionally up to
 - d) up to EUR 6,300,000.00 for all other vehicles
2. all property damage up to EUR 1,300,000.00.
- (5) In addition to the lump sum insured, the statutory sum insured for purely financial losses is EUR 80,000.00.
 - (6) For vehicles with which hazardous goods are transported in accordance with the regulations listed in sec. 2 no. 1 of the Carriage of Hazardous Goods Act, Federal Law Gazette I No. 145/1998, and which are transported in accordance with these regulations and which are to be marked in accordance with these regulations, the statutory sum insured is as follows
 - 1. for the death or injury of a person EUR 7,600,000.00,
 - 2. for the killing or injury of several persons EUR 15,200,000.00,
 - 3. for property damage a total of EUR 15,200,000.00,
 - 4. for purely financial losses EUR 80,000.00.

§ 14

- (1) The insurance contract ends, if it
 - 1. commenced on the first day of a month at 24pm, one year after this point of time,
 - 2. commenced on any other date, on the next following first day of a month, 24pm, after the expiry of one year, unless a shorter term than one year has been agreed.
- (2) The insurance contract shall be extended by one year at a time if it has not been terminated in writing at least one month before expiry. If the term is less than one year, the contract shall end without the need for termination.

§ 14 a

- (1) If the insurer exercises a right to unilaterally increase the agreed premium, the policyholder may terminate the insurance contract within one month. The period for exercising the right of termination shall commence as soon as the insurer has notified the policyholder of the increased premium and the reason for the increase. The termination becomes effective at the end of one month, but no earlier than the effective date of the premium increase.
- (2) In the notification, the insurer shall explain the reason for the increase to the policyholder in a clear and comprehensible manner. In addition, the insurer shall inform the policyholder of his or her right to terminate the contract, unless the premium increase is based solely on the development of a consumer price index published by the Austrian Federal Statistical Office (§14b para. 1).

§ 14 b

- (1) In contractual premium adjustment clauses, a consumer price index published by the Federal Statistical Office of Austria may be used as a benchmark for premium changes. General provisions on contractual clauses providing for a change in the premium shall remain unaffected.
- (2) Premium increases based on contractual premium adjustment clauses cannot be legally implemented at intervals shorter than one year.
- (3) The declaration of a retroactive increase of the premium shall be ineffective; the declaration shall take effect only from its receipt by the policyholder

§ 24

- (1) If the Insurer is wholly or partially released from its obligation to indemnify the Insured, its obligation to indemnify the third party shall remain unaffected.
- (2) A circumstance resulting in the non-existence or termination of the insurance relationship shall only take effect with regard to the third party after the expiry of three months after the insurer has notified this circumstance in accordance with sec 61 para 4 KFG 1967. The same applies if the insurance relationship ends due to the passage of time. The term does not begin before the termination of the insurance relationship.
- (3) The insurer's obligation to indemnify shall be limited to the scope corresponding to the provisions of this Federal Act. It does not exist insofar as another liability insurer is obligated to pay benefits.
- (4) Insofar as the insurer satisfies the third party on the basis of paras 1 or 2, the third party's claim against the policyholder shall

pass to the insurer. The transfer cannot be asserted to the detriment of the third party.

- (5) Sections 158 c and 158 f of the Insurance Contract Act 1958 shall not apply.

Extract from the Motor Vehicles Act 1967

(KFG - Federal Law Gazette I No. 267/1967 as amended by Federal Law Gazette I No. 48/2021)

§ 2

For the purposes of this federal act

- (3) Trailer means a vehicle not covered by sub-paragraph 1 which, by virtue of its design and equipment, is intended to be towed on roads by motor vehicles or is towed on roads by a motor vehicle; a light trailer means a trailer with a maximum permissible gross weight of not more than 750 kg;
- (5) Passenger car means a motor vehicle (item 3) which, by virtue of its design and equipment, is intended exclusively or primarily for the carriage of passengers and, apart from the driver's seat, has seats for no more than eight persons;
- (6) Combination motor vehicle a motor vehicle (subparagraph 3) which, by virtue of its construction and equipment, is intended to be used either predominantly for the carriage of passengers or predominantly for the carriage of goods and, apart from the driver's seat, has seats for no more than eight persons;

§ 43

- (1) The registration of a motor vehicle or trailer shall expire if the owner of the registration has deregistered the vehicle with the authority in whose local area the vehicle is registered or in whose local area the owner has his residence. When deregistering, the registration certificate and the license plates must be surrendered. If, in the case of deregistration with a chip card registration certificate, this has not yet been delivered, it must be cancelled immediately upon receipt. The delivery does not constitute a claim for compensation. In the case of vehicles that were intended for commercial transport or commercial leasing without the provision of a driver, the authority must notify the competent statutory interest group of the deregistration.
- (1a) Motor vehicles of category M1 or N1 and three-wheeled motor vehicles, excluding three-wheeled motorcycles, which are permanently withdrawn from circulation may only be deregistered if a certificate of destruction corresponding to an ordinance on waste prevention, collection and treatment of end-of-life vehicles pursuant to sec. 14 para. 1 of the Waste Management Act 2002, Federal Law Gazette I No. 102/2002, has been submitted to the authority or registration office for them. At the same time, the vehicle approval document shall be handed over and destroyed or cancelled and handed over again by the authority or registration office. The applicant shall declare to the authority or registration office whether the vehicle is permanently withdrawn from circulation. The destruction or cancellation of the vehicle approval document must be entered in the approval database.
- (1b) The joint institution of insurers authorized to operate compulsory motor vehicle liability insurance shall transmit to the Federal Minister of Agriculture, Forestry, Environment and Water Management, in electronic form, semi-annual data on the deregistration of those motor vehicles of category M1 or N1 and three-wheeled motor vehicles, excluding three-wheeled motorcycles, which have not been re-registered within six months.

§52

- (1) The registration owner may deposit the registration certificate and the license plates for his vehicle for a certain period not exceeding one year with the authority in whose local area the vehicle is registered. If the chip card registration certificate has not yet been delivered, the temporary paper copy and the license plates can be deposited for the time being. After receipt of the chip card registration certificate, however, the owner of the registration must also deposit it without delay. The deposit shall not affect the vehicle's admission to circulation (sec. 36); however, it shall expire if the owner of the registration has not applied for the registration certificate and the license plates

- before the expiry of one year from the date of deposit or has not ordered their deposit again.
- (2) The registration certificate and the number plates may be returned after their deposit (para. 1) if no revocation has been made for the insurance confirmation last recorded in the central registration registry (§ 47 para. 4a). In this case, a new insurance confirmation must be submitted.

§ 61

- (1) Upon request, the insurer shall issue to the policyholder, free of charge, within five days after the assumption of the obligations under a compulsory motor vehicle liability insurance policy (§ 59), a confirmation of the assumption of these obligations, the insurance confirmation electronically or on paper.

§ 83.

Trailers with foreign registration plates may only be towed by motor vehicles with domestic registration plates if a registration plate in accordance with sec. 49 para 3 is attached to the rear of the trailer and the foreign registration plate is concealed by the registration plate. This shall not affect the provisions of customs law.

Extract from the Consumer Protection Act

(KSchG - Federal Law Gazette I No. 140/1979 as amended by Federal Law Gazette I No. 58/2018)

§ 1

- (1) This principal section shall apply to legal transactions in which
1. on the one hand, someone for whom the transaction is part of the operation of his business (hereinafter referred to as entrepreneur) and
 2. on the other hand, someone to whom this does not apply (hereinafter referred to as consumer).

- (2) An enterprise within the meaning of sec. 1 para 1 is any permanent organisation of independent economic activity, even if it is not profit-making. Legal persons under public law shall always be deemed to be entrepreneurs.

Extract from the Regulation (EU) No 910/2014 of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market

(OJ 257 of 28 August 2014)

Article 3

For the purposes of this Regulation, the following definitions apply:

12. 'qualified electronic signature' means an advanced electronic signature that is created by a qualified electronic signature creation device, and which is based on a qualified certificate for electronic signatures

Extract from the Act on Distance Marketing of Consumer Financial Services

(FernFinG – Federal Law Gazette I No 62/2004 as amended by Federal Law Gazette I No. 17/2018)

§ 8.

- (1) The consumer may withdraw from the contract or from his contractual statement until the expiry of the periods specified in para. 2.
- (2) The withdrawal period shall be 14 days, but 30 days in the case of life insurance within the meaning of Directive 2009/138/EC on the taking-up and pursuit of the business of Insurance and Reinsurance (Solvency II) (recast), OJ No. L 335, 17.12.2009 p. 1, as last amended by Directive 2014/51/EU, OJ No. L 153, 22.05.2014 p. 1, and in the case of distance contracts on pensions for individuals. In any event, the time limit shall be deemed to be met if the withdrawal is declared in writing or on another durable medium available and accessible to the recipient and that declaration is sent before the expiry of the time limit.
- (3) The withdrawal period begins on the day the contract is concluded. In the case of life insurance (para. 2), the period begins on the date on which the consumer is informed of the conclusion of the contract.
- (4) However, if the consumer has received the contractual terms and conditions and sales information only after the conclusion

- of the contract, the withdrawal period starts with the receipt of all these terms and conditions and information.
- (5) Within the withdrawal period, performance of the contract may not commence until the consumer has given his express consent.

States that have signed the agreement between the national insurance bureaus of the Member States of the Agreement on the European Economic Area and other associated states of May 30, 2002: (as of December 2014)

Andorra	Latvia	Slovakia
Belgium	Liechtenstein	Slovenia
Bulgaria	Lithuania	Spain
Denmark	Luxembourg	Czech Republic
Germany	Malta	Hungary
Estonia	Netherlands	Cyprus
Finland	Norway	
Frankreich	Austria	
Greece	Poland	
United Kingdom	Portugal	
Ireland	Romania	
Iceland	Sweden	
Italy	Switzerland	
Croatia	Serbia	