

General Terms and Conditions of Helvetia Global Solutions Ltd for Motor Vehicle Liability Insurance (AKHB 1/2023) Valid from 01.01.2023

Important note: Individual provisions of the following AKHB expressly refer to provisions of the Insurance Contract Act (VersVG) or other statutory provisions. Legal passages of the VersVG or other laws referred to in the context of the AKHB are reproduced in the supplement to the AKHB.

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Annex Reproduction of the legal provisions mentioned in the AKHB.

Insurance companies:

Helvetia Global Solutions Ltd, Aeulestrasse 60, 9490 Vaduz, Liechtenstein

Article 1

What is the subject of the insurance?

The insurance covers the satisfaction of justified and the defense against unfounded claims for compensation that are asserted against the policyholder or co-insured persons on the basis of statutory liability provisions if, as a result of the use of the insured vehicle, persons are injured or killed, property is damaged or destroyed or lost, or pecuniary loss is caused that is neither bodily injury nor property damage (mere pecuniary loss).

Article 2

Who are co-insured persons, how can they assert their claims, and under what conditions is the insurer exempt from paying benefits to them in the event of misconduct on the part of the policyholder?

1. Co-insured persons are the owner, the holder and persons who, with the holder's will, are active in the use of the vehicle or are transported with the vehicle or who instruct 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 exempt from the obligation to indemnify vis-à-vis the policyholder, this shall only apply vis-à-vis a co-insured person if the circumstances giving rise to the insurer's exemption from indemnification occurred in the person 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 spatially related losses from the same cause shall be deemed to be one insured event.

Article 4

Where does the insurance apply? (Local area of validity)

1. The insurance cover extends to Europe in the geographical sense, but in any case to the territory of those states which have signed the Agreement between the National Insurers' Bureaux of the Member States of the European Economic Area and other Associated States of May 30, 2002, OJ No. L 192, July 31, 2003, p.23 have signed (see attachment).
2. If the vehicle is transported by water, the insurance cover is not interrupted if the loading locations are within the local area of validity. If the destination is outside the local area of validity, the insurance coverage ends with the completion of the loading process.

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) has been issued or the presentation of which has been waived by 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 shall in any case extend to the scope prescribed in the state concerned for vehicles with foreign license plates, but at least to the scope agreed 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 indemnify 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 exempt from the obligation to indemnify 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 conditions in each insured event for bodily injury, property damage and financial loss up to the prescribed or (in the case of 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 shall bear the costs of any legal action not instigated by him only in proportion to the sums insured to the total amount of the claims.
3. If 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 shall only be 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 shall be based on the General Mortality Table for Austria and an interest rate of 3%.

Article 7

What is considered an insurance period, when is the premium payable, when does coverage generally begin, and what is meant by provisional coverage?

1. Unless the insurance contract is concluded for a shorter period of time, the insurance period shall be deemed to be the period of 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 shall be paid by the policyholder upon delivery of the policy and request for payment of the premium (encashment of the policy). The subsequent premiums, including fees and insurance tax, are to be paid 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 exemption from performance. The prerequisites and limitations of exemption from benefits are regulated by law (see §§ 38, 39 and 39a VersVG).
4. As long as the Insurer remains obligated to indemnify the injured third party in accordance with Section 24 (2) KHVG, the Insurer shall be entitled to the pro rata premium until the expiry of the period specified therein.
5. The insurance cover shall generally come into force at the agreed commencement of insurance. If the policy is not issued until after this date, but the premium is then paid within 14 days or thereafter without culpable delay, insurance cover is provided from the agreed start of insurance.
6. If the insurance cover is to commence before the policy is cashed (provisional cover), the insurer's express consent to provisional cover is required. The issuance of the confirmation of insurance pursuant to § 61 (1) KFG results in the acceptance of provisional coverage. The provisional coverage ends when the application is accepted and the policy is cashed. It ceases to apply if the application is accepted unchanged and the policyholder culpably defaults on payment of the first or single premium (clause 3). The Insurer is entitled to terminate the provisional cover with two weeks' notice. In this case, the insurer shall be entitled to the pro-rata premium attributable to the period of insurance coverage.

Article 8

What is not insured? (Risk exclusions)

The insurance coverage does not include:

1. Compensation claims of the owner, the keeper and - if the vehicle is rented without the provision of a driver - the renter and the persons to whom the renter leaves the vehicle, against co-insured persons due to property damage or mere financial loss;
2. Claims for compensation due to damage to, destruction or loss of the insured vehicle and objects transported with the insured vehicle, with the exception of those which persons transported with the will of the owner usually carry on their person or, if the journey is mainly for the purpose of transporting persons, carry with them as objects of personal use; this does not apply to the non-commercial towing of inoperable vehicles as part of normal assistance;
3. Claims for compensation arising from the use of the insured vehicle as a stationary source of power or for similar purposes;
4. Claims for compensation arising from the use of the motor vehicle in a motor sporting event in which the aim is to achieve a maximum speed, or its training runs;
5. Claims for compensation subject to special provisions on liability for nuclear damage.

Article 9

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

1. The following obligations, the breach of which at the time of the insured event releases the Insurer from its obligation to indemnify in accordance with the conditions and limitations of § 6 Para. 1 and Para. 1a of the Insurance Contract Act (see Annex), are determined,
 - 1.1. To comply with agreements on the use of the vehicle;
 - 1.2. not to transport with the vehicle a greater number of persons than the agreed maximum number;
 - 1.3. in the case of assignment of a changeable license plate, to use only the vehicle to which the license plates are respectively attached.

In the event of a breach of the obligation under clause 1.2, the exemption from benefits shall include at most the part of the compensation corresponding to the ratio of the number of persons wrongfully transported to the total number of persons transported.

2. Obligations which are to be fulfilled towards the Insurer for the purpose of reducing the risk or preventing an increase in the risk and whose breach at the time of the insured event results in the Insurer's freedom from the obligation to indemnify in accordance with the conditions and limitations of § 6 Para. 2 VersVG (see Annex) are determined as follows,
 - 2.1. that the driver is authorized to drive the vehicle under motor vehicle law;
 - 2.2. that the driver is not in a state impaired by alcohol or narcotic drugs as defined by road traffic regulations;
 - 2.3. not to transport with the vehicle a greater number of persons than permitted by the motor vehicle regulations.

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

A breach of the obligation pursuant to clause 2.2. shall only be deemed to have occurred if it is established in the ruling or in the grounds of a final administrative or judicial decision that the vehicle was driven in a state impaired by alcohol or narcotic drugs.

In the event of a breach of the obligation under clause 2.3, the exemption from benefits shall include at most the part of the compensation corresponding to the ratio of the number of persons wrongfully transported to the total number of persons transported.

3. The following obligations, the breach of which after the occurrence of the insured event releases the Insurer from its obligation to indemnify in accordance with the conditions and limitations of § 6 Para. 3 of the Insurance Contract Act (see Annex), are determined,
 - 3.1. in the event of injury to persons, to render assistance to them or, if those obliged to do so are unable to do so, to immediately provide assistance to others;
 - 3.2. in case of personal injury, immediately notify the nearest police station;
 - 3.3. to the insurer within one week at the latest from the date of knowledge
 - 3.3.1. the insured event, stating the facts as precisely as possible,

- 3.3.2. the filing of a claim by the injured third party,
- 3.3.3. notify the initiation of any related administrative or judicial proceedings.

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 as far as possible;
- 3.5. except in the case of item 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 item 3.8, not to allow a conditional payment order to become final without the consent of the insurer;
- 3.7. to allow the Insurer, except in the case of freedom from the obligation to pay, to conduct the litigation concerning the claim for compensation, to grant the attorney appointed by the Insurer power of attorney 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 shall not be released from its obligation to indemnify due to breach of an obligation pursuant to clause 3.3. if the obligation is fulfilled within six months after the occurrence of the insured event. This shall not affect the obligation to report legal proceedings pursuant to clause 3.3.3.

Article 10

What circumstances are considered to increase the risk?

An increase of the risk in the sense of §§ 23 par. 1 and 27 par. 1 VersVG shall be deemed to be all circumstances due to which the vehicle does not comply with the KFG or the ordinances issued on the basis of this Federal Act and due to which further use of the vehicle endangers road safety, provided that the persistence of these circumstances is due to gross negligence.

Article 11

To what extent is the insurer's exemption from liability limited in the event of a breach of an obligation or an increase in the risk?

- 1. The insurer's exemption from indemnification due to breach of an obligation or an increase of the risk amounts to 11,000 euros each, for each insured event a maximum of 22,000 euros in total;
- 2. The limitation of the exemption from benefits according to clause 1. does not apply,
 - 2.1. if the obligation was breached with the intention of unlawfully obtaining a pecuniary advantage for himself or a third party;
 - 2.2. in the event of a breach of one of the obligations specified in Article 9.3.5. or 9.3.7.

In the case of clause 2.1, the Insurer shall be exempt from indemnification beyond the limitation set forth in clause 1 up to the extent of the pecuniary advantage procured, in the case of clause 2.2 up to the extent of the pecuniary disadvantage incurred by the Insurer as a result.

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 (KVLPI) 2010 as published by the Federal Statistical Office of 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 is equal to the magnitude of the change in the 2010 KVLPI monthly index figures (final monthly values).
The monthly index figure announced for the fourth month prior to the premium due date and that of the same month of the previous calendar year shall be used to calculate the percentage. If this has not yet been published, the most recently published index figure shall be used.
In the event of discontinuation (conveyance), the corresponding successor index shall take the place of the KVLPI 2010.
General regulations on contractual provisions providing for a change in the remuneration shall remain unaffected.
- 2. **Premium adjustments** based on item 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 shall become effective 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 item 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 take effect at the end of one month, 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 or her right to terminate the contract if the premium increase is not merely based on the development of a consumer price index published by Statistics Austria.

Article 13

When and under what conditions can changes to tariffs generally used by the insurer be applied with effect to existing contracts?

- 1. The insurer is entitled or obliged, in the event of a significant change in the risk due to
 - Changes to existing legal standards or the entry into force of new ones, as well as lasting changes in case law, insofar as they have an influence on the risk borne by the insurer;
 - changes in the replacement benefits established by law, regulation, other official act, to adjust its generally used tariff with effect on existing contracts.
- 2. **Premium adjustments based on the** provision of clause 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 shall become effective at the earliest from the date of notification of the policyholder by the insurer.

3. If the tariff is increased due to the provision of item 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 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 conditions be changed with effect on already existing contracts?

1. The insurer is entitled to propose to the policyholder a change in the terms and conditions.
2. The policyholder shall be notified of the change and it shall be deemed approved unless the policyholder objects 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 of failing to object. The amendment to the terms and conditions shall take effect at the time specified in the notification, but no earlier than the expiry of the objection period.

Article 15

What effects does the claims experience have on the premium (bonus/malus)? What rights does the policyholder have when a bonus/malus system is agreed?

In the case of motor vehicles within the meaning of § 2 par. 1 fig. 4b, 4c, 5 and 6 KFG, with the exception of use as a school vehicle, as well as motor vehicles within the meaning of § 2 par. 1 fig. 8 and 28a KFG up to 3,500 kg maximum permissible gross weight without special use, the premium shall be calculated in accordance with the following provisions on the basis of the claims experience, taking as a basis the table shown in point 6.

1. Start level

If the claims history of a previous insurance relationship is not taken into account for an insurance contract in accordance with clause 4, the first premium is calculated according to premium level 9 of the table shown in clause 6.

2. No claims

- 2.1. After each observation period has passed without a claim, the premium will be assessed according to the next lower premium level for the next main due date.

In the first insurance year, the observation period begins at the start of the insurance and ends at the earliest after nine full months, but at the latest 3 months before the main due date.

From the second insurance year on, the observation period is the last 3 months of the previous insurance year and the first 9 months of the following insurance year. In total, 12 full months are observed from the second insurance year onwards.

- 2.2. An observation period shall be deemed to have passed without a claim if no insured event to be taken into account according to clause 3.2 has occurred and the insurance relationship has existed for at least nine months. However, if the premium due during the observation period was calculated according to premium level 9 as defined in clause 1, the insurance relationship must have existed for at least six months.

3. Consideration of insurance cases

- 3.1. For each insured event within an observation period to be taken into account for the claims experience in accordance with clause 3.2, the premium for the next main due date will be assessed three premium levels higher than before.

- 3.2. An insured event is taken into account for the claims history if the insurer has paid compensation for it at its expense or has formed a provision for it. Internal costs of the insurer are not taken into account. Also not taken into account are indemnifications and provisions which have been reimbursed by the policyholder to the insurer within six weeks after he has become aware of the indemnification and its amount or of the fact that a provision has been formed for an indemnification.

- 3.3. An insured event is not taken into account for the claims history of the insurance relationship if benefits were provided exclusively on the basis of sharing agreements between insurers or between insurers and social insurance institutions.

- 3.4. The amount of an indemnity paid by the insurer or the fact that a provision has been formed for an indemnity shall be notified to the policyholder by the insurer and the possibility of reimbursement shall be pointed out to the policyholder. If the policyholder has reimbursed the indemnity or paid the insurer an amount corresponding to the provision and if the same insured event leads to further indemnities or provisions, the policyholder is free to also reimburse these further indemnities or provisions or to reclaim the amount reimbursed so far with the effect that the insured event is taken into account for the claims experience of the insurance relationship.

4. Transition of classification

- 4.1. If the policyholder acquires another vehicle in place of a sold vehicle or a vehicle for which the insured interest has ceased, for which the tariff provides for the assessment of the premium according to the claims history, the claims history of the previous insurance relationship will be credited to an insurance relationship established for this vehicle. A vehicle is deemed to have been acquired in lieu of another if the acquisition occurs no more than six months before or within one year after the sale or cessation of the insured interest.

- 4.2. If the insurance relationship ends and a new insurance contract is concluded for the same vehicle by the same policyholder within one year of termination of the insurance relationship, the claims history of the previous insurance relationship will be credited to the new insurance relationship.

- 4.3. If the ownership of a vehicle or the entitlement thereto is transferred to another person, the previous claims history of the insurance relationship shall only be taken into account if, in the course of the transfer or within one year after the transfer, a close relative of the former policyholder acquires ownership of the vehicle or the entitlement thereto, or a lessee or tenant, to whom the vehicle was made available for use for at least one year acquires ownership of it, or an employee who regularly used the vehicle for at least one year acquires ownership of it or the entitlement to it from his employer.

In the event of such a transfer, however, the previous claims history shall not be taken into account if the former policyholder acquires a replacement vehicle within the meaning of clause 4.1.

- 4.4. Close relatives are the spouse, relatives in the ascending and descending line and siblings living in the same household. In this context, children and parents,

children by choice or foster children and parents, and a marriage-like relationship are to be treated as equivalent.

5. Correction of the classification

- 5.1. If an insured event has been taken into account in accordance with clause 3. and it turns out that no indemnification is to be paid, the classification will be corrected and a policyholder who has paid a higher premium due to the claim will be refunded the difference.
- 5.2. If an observation period has been treated as having passed without a claim and it turns out that an indemnity has to be paid, the classification will be adjusted, subject to clause 3.2, last sentence. The policyholder shall pay the insurer the difference to the additional premium.

6. Premium level

Premium level	% of the tariff premium
0	47%
1	50%
2	55%
3	60%
4	65%
5	70%
6	75%
7	80%
8	95%
9	110%
10	120%
11	120%
12	140%
13	140%
14	170%
15	170%
16	200%
17	200%

7. If the assessment of the premium according to the claims experience is agreed for the insurance contract, the policyholder shall be informed about the function of the applied bonus/malus system before submitting his contract declaration.
8. The Insurer shall issue a certificate of loss history (§ 16 KHVG) to the Insured upon the latter's request.

Article 15a

When do deductibles apply and where can they be seen?

For individual risk groups (e.g. cab up to 5 seats incl. driver's seat) deductibles are to be paid by the policyholder. Deductibles can also be agreed in return for the insurer waiving its right of termination pursuant to § 158 VersVG (see attachment) or in return for granting a premium discount.

A deductible in the amount agreed and stated in the policy shall be payable on advance for each insured event for which the insurer has provided compensation at its expense.

In the case of insurance contracts to which the bonus/malus system is applied, maturity shall occur only after the expiry of the time limits set forth in Article 15, Sec. 3.2, unless the Insured has reimbursed the Insurer for the amount paid.

If the indemnity provided by the insurer is less than the deductible, the deductible is reduced to the amount of the indemnity provided.

Compensation benefits provided solely on the basis of division agreements between insurers or between insurers and social insurance institutions are not taken into account.

After the termination of the insurance relationship, the policyholder remains obligated to pay the deductible for the insured events occurring during the term of the insurance relationship.

Article 16

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

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

Article 17

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

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

Article 18

When is the contract suspended?

The policyholder may request suspension of the insurance contract for a period of at least six months if he/she sells the vehicle in accordance with § 43 KFG or has deposited the registration certificate and the license plates according to § 52 KFG.

Article 19

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 jurisdiction they have their domicile or habitual residence or their registered office in Germany.

Article 20

What should be done if there is a conflict of interest?

If the injured third party and the policyholder are insured for liability with the same insurer, the provisions of Art. 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 registered office in the district of the court having jurisdiction for the proceedings, at the expense of the insurer (§ 150 Para. 1 VersVG) in any legal action brought by the injured third party.

Article 21

What are the special provisions for individual types of vehicles and license 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 use 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 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 will.
 - 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 by occupants of an omnibus trailer;
 - 2.2.2. in respect of damage caused by 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 insured.
 - 2.2.3. in the case of trailers with foreign license plates bearing the license plate of the domestic towing vehicle (§ 83 KFG), all insured events are included in the insurance of the towing vehicle.
3. Test drive license plate
If the insurance contract relates to test drive license plates, insurance coverage shall apply to the vehicle to which the license plates with the test drive license plate are attached. Article 9.1.1. shall apply mutatis mutandis to test drives, but not Article 10.

Article 22

In what form must declarations be made?

1. Written form is required for all notifications, declarations (with the exception of those pursuant to item 4.) and information provided by the policyholder to the insurer, unless written form has been expressly agreed with a separate declaration.
2. The written form is complied with by receipt of a text in written characters, from which the person of the declaring party can be seen. A handwritten signature of the person making the declaration is not required. Notifications, declarations and information in written form can be transmitted e.g. by fax, e-mail or by post.
3. Written form means that the recipient of the declaration must receive the original of the declaration with the original handwritten signature of the person making the declaration; a "qualified electronic signature"¹ also fulfills the written form requirement.
4. Declarations of withdrawal pursuant to § 8 FernFinG are not bound to any particular form.

¹ The term "qualified electronic signature" is determined in accordance with Art. 3 Z 12 of Regulation (EU) No. 910/2014 of the European Parliament and of the Council of 23.7.2014 on electronic identification and trust services for electronic transactions in the internal market (OJ 257 of 28.8.2014; see reprint in Annex).

Article 23

Which law is applicable?

Austrian law shall apply.

Article 24 Complaints

Are you not satisfied and want to file a complaint?

Complaints about the insurance intermediary or the insurer should be addressed to:

QOVER SA Mediation Department

Rue du Commerce, 31
1000 Brussels
Belgium
Phone: +43 800802265
E-mail: mediation@qover.com

If you are not satisfied with the response from Qover SA regarding your complaint about the insurer, you can also contact:

Helvetia Global Solutions Ltd

Aeulestraße 60
9490 Vaduz Liechten-
stein
E-mail: partnerbusiness-nl@helvetia.ch

If the matter could not be resolved to your satisfaction, you can also contact:

Complaints Office on Insurance Companies at the Federal Ministry of Social Affairs, Health, Long-Term Care and Consumer Protection

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

If your complaint has been rejected or no agreement could be reached between you and the insurer, you can contact, if you are a consumer in the sense of § 1 Abs 1 KSchG:

Consumer arbitration Austria

Mariahilferstrasse
103/1/18 1060 Vienna
Phone: +43 1 890 63 11
E-mail: office@verbraucherschlichtung.at
Internet: www.verbraucherschlichtung.or.at

If it concerns contracting on the Internet (e-commerce), you can turn to the online dispute resolution platform set up by the European Commission at <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=DE>. As an alternative, the Internet Ombudsman may be considered:

Internet Ombudsman

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

The insurer is not obliged to participate in a conciliation procedure and therefore reserves the right to refuse to do so. If you wish to make a complaint against the insurance intermediary, you can contact:

Complaints office about insurance intermediaries

Federal Ministry for Digitization and Economic Location, Department IV/1 (Trade Law) Stubenring
1
1010 Vienna
MMag. Stefan Trojer
Phone: +43 1 71100/805782
E-mail: stefan.trojer@oesterreich.gv.at

Even if you involve the above-mentioned complaint bodies or the EU Commission, you have the right to take legal action.

AKHB 4/2022 supplements or amends the non-binding model terms and conditions of the Association of Austrian Insurance Companies in Articles 12, 13, 15, 15a, 21 and 23.

Article 12: Article 12 contains a premium adjustment clause.

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

Article 15: Article 15 up to and including point 6 contains additions regarding the bonus-malus system to the Model Terms and Conditions.

Article 15a: Article 15a contains regulations regarding deductibles, which are not included in the model conditions.

Article 22: For better understanding, a detailed definition of the written form of declarations was chosen in deviation from the model terms and conditions. The reference to §§ 3, 3a KSchG mentioned in the model terms and conditions is omitted because these provisions are no longer applicable to insurance contracts since BGBl. I No. 51/2018.

Article 24: Article 23 informs the policyholder about the possibilities to file a complaint against the insurer and/or the insurance intermediary. The model terms and conditions do not contain a presentation of the complaint options.

These insurance conditions were submitted to the Financial Market Authority (FMA), Otto-Wagner-Platz 5, A-1090 Vienna, on 29.09.2022.

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 countries signed on 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	
France	Austria	
Greece	Poland	
United Kingdom	Portugal	
Ireland	Romania	
Iceland	Sweden	
Italy	Switzerland	
Croatia	Serbia	