

General conditions of Helvetia Swiss Insurance Company Liechtenstein Ltd. for the motor vehicle comprehensive insurance (AKKB 10/2021)

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Table of contents

Introduction	
Article 1	What is insured?
Article 2	What is considered an insured event?
Article 3	Where does the insurance apply? (geographical scope of application)
Article 4	What is considered an insurance period? When is the premium to be paid? When does insurance coverage generally begin? What is meant by provisional cover?
Article 5	What benefit does the insurer provide?
Article 6	What is not insured? (Risk exclusions)
Article 7	What must be observed before or after the occurrence of the insured event? (Obligations)
Article 8	What applies in the event of a deductible ?
Article 9	When and under what conditions is the insurance benefit paid out and when does it become time-barred? (Maturity of the insurance benefit and limitation period)
Article 10	Under what conditions can an insurance benefit be reclaimed? (Limitation of the insurer's right of recourse)
Article 11	When and under what conditions does the premium change? (premium adjustment)
Article 12	How long does the insurance contract run? Who can terminate after the occurrence of a claim? What applies if the insured risk ceases to exist? What applies if the vehicle is sold?
Article 13	When can insurance claims be assigned or pledged?
Article 14	What are the rights and obligations of other eligible persons?
Article 15	In what form shall declarations be made?
Article 16	Which law is applicable?
Article 17	Offer to change conditions and tariff

Appendix

Introduction

The policyholder will have the possibility to choose between 3 plans, each plan includes respectively:

- a) **Essential plan :**
 1. Comprehensive insurance
 2. Additional coverages mentioned in Article 1 point 1.3:
 - Coverage for the battery
 - Replacement of keys
- b) **Preferred plan :**
 1. Comprehensive insurance
 2. Additional coverages mentioned under Article 1 point 1.3:
 - New value compensation during 12 months
 - Glass Cover
 - Damage to parked vehicle
 - Assistance
 - Tesla Charging Equipment
 - Coverage for the battery
 - Replacement of keys
- c) **Complete plan :**
 1. Comprehensive insurance
 2. Additional coverages pursuant to Article 1. Point 1.3:
 - New value compensation during 24 months
 - Glass Cover
 - Damage to parked vehicle
 - Assistance
 - Tesla Charging Equipment
 - Coverage for the battery
 - Replacement of keys
 - Tire Damage

Article 1

1. **What is insured?**

The insurance covers the vehicle and the vehicle components mentioned in the policy schedule as well as such parts that are stored in the locked vehicle or are attached to the vehicle as special equipment or accessories, against damage (repair damage), destruction (irreparable damage) and loss (total or partial theft)
- 1.1 **In the partial comprehensive insurance**
 - a) Through Forces of nature
Direct effects of lightning, rockfall, rockslides, landslides, mudslides, avalanches (including roof avalanches), snow pressure, icicles or other ice formations falling from buildings, hail, floods, weather-related flooding and storms (i.e. weather-related air movement of more than 60 km/h).
Included are damages caused by objects thrown onto or against the vehicle by these forces of nature.
Excluded are damages that are due to a behavior of the driver caused by these forces of nature;
 - b) Through Fire or explosion
the claim must be reported to the nearest police station without delay, i.e. on the day of becoming aware of it (Article 7); the confirmation of the report must be attached to the claim.
 - c) Through Theft, robbery or unauthorized use
the claim must be reported to the nearest police station without delay, i.e. on the day of becoming aware of it (Article 7); the confirmation of the report must be attached to the claim;
 - d) Through Collision of the vehicle in motion with animals with furred animals, feathered animals and domestic animals on roads with public traffic; the case of damage must be reported to the nearest police station without delay, i.e. on the day of becoming aware of it (Article 7); the confirmation of the report must be attached to the claim;
 - e) Through roof avalanches (i.e. snow and ice masses falling from buildings onto the vehicle).
 - f) Reimbursement of costs for replacement except for tyres
 - g) Scorching damage
 - h) Breakage damage to windshield (front), sides and Rear windows)
Costs for stickers, vignettes or other labels are excluded from the insurance cover.
 - i) Direct damage caused by animal bites to hoses, cables, cladding and insulation materials and antennas. Consequential damage is excluded.
- 1.2 **In the full comprehensive insurance moreover**
 - a) Through collisions

These are accidents that directly affect the vehicle from the outside, suddenly and with mechanical force. Any kind of contact by objects and/or persons separate from and not connected to the vehicle.

Braking, operating and pure breakage damages as well as consequential damages are excluded from the insurance coverage, as well as damages caused by collisions with/by loads (e.g. caravans or other trailers) permanently mounted or temporarily connected to the vehicle, including their parts (e.g. Loading).

- b) Through malicious acts of third parties on the vehicle (vandalism damage). The damage must be reported to the nearest police station without delay, i.e. on the day of becoming aware of it (Article 7); the corresponding notification confirmation must be attached to the damage report.

1.3 Depending on the plan chosen by the policyholder and stated in the policy schedule the insurance also covers:

1.3.1 New Value Compensation

1.3.1.1 "Preferred" plan:

By way of derogation from Article 5, point 1.3. and 1.4., in the event of a total loss (Article 5, point 1.1.), the compensation in the first year is equivalent to 100% of the insured value. From the second insurance year, the compensation is calculated based on Article 5.

In the case of a used vehicle, that is, where the insurance policyholder is not the first owner of the vehicle, or in the event that the vehicle has been insured elsewhere before the conclusion of this insurance contract, the compensation at the 100% insured value is acquired only for the period remaining between the date of the first registration of the vehicle on the road and the end of the period of 1 year as from this first registration of the vehicle on the road.

If the vehicle is more than 1 year old as from its first registration on the road, the compensation is calculated based on Article 5.

1.3.1.2 "Complete" plan:

By way of derogation from Article 5, point 1.3. and 1.4., in the event of total loss (Article 5, point 1.1.), the compensation in the first and second year is equivalent to 100% of the insured value. From the third insurance year, the compensation is calculated based on Article 5.

In the case of a used vehicle, that is, where the insurance policyholder is not the first owner of the vehicle, or in the event that the vehicle has been insured elsewhere before the conclusion of this insurance policy, the compensation at the 100% insured value is acquired only for the period remaining between the date of the first registration of the vehicle on the road and the end of the period of 2 years as from this first registration of the vehicle on the road.

If the vehicle is more than 2 years old as from its first registration on the road, the compensation is calculated based on Article 5.

Any compensation pursuant to points 1.3.1.1 and 1.3.1.2 is subject to the application of the deductible as agreed (Article 8) and stated in policy schedule.

1.3.2 Coverage for the battery

Damages to the High Voltage battery of the vehicle are insured unless the cause of the damage is not covered under this insurance contract. Damages associated with the function and wear of the battery as well as loss of capacity are not insured.

If the High Voltage battery is damaged and can be repaired, the repair is covered if it was conducted by an authorized Tesla repairer.

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If it is not possible to repair the damaged High Voltage battery or a repair is uneconomical, the replacement of the High Voltage battery is covered. A repair is deemed uneconomical if the repair cost exceeds what the policyholder would have to pay for a high voltage battery of the same type and quality in the same state of wear and tear at the time of the insured event.

When the vehicle is less than 2 years old starting from the date of first registration of the vehicle on the road, the High Voltage battery will be replaced with a new High Voltage battery of the same size.

If a reimbursement is requested instead of a replacement, the insurer will take possession of the damaged High Voltage battery and the reimbursement shall be calculated on the basis of the value of a new High Voltage battery at time of the occurrence of the insured event and

of the same size as the vehicle was originally delivered with.

When a replacement is required and the vehicle is more than 2 years old starting from the date of first registration of the vehicle on the road, the insurer reserves the right to replace the damaged battery with a High Voltage battery of the same size that has been refurbished by Tesla or a third party authorized by Tesla.

If a reimbursement is requested instead of a replacement, the insurer will take possession of the damaged High Voltage battery and the reimbursement shall be calculated on the basis of the value of a refurbished High Voltage battery by Tesla at the time of the occurrence of the insured event and of the same size as the vehicle was originally delivered with.

1.3.3 Replacement of keys

In the event of a loss of the vehicle keys following a burglary or a theft as well as a loss, the insurer will compensate the costs for replacing the key and modifying the lock, including reprogramming of the immobilizer system.

In addition to the general exclusions pursuant to Article 6, there is no insurance coverage if the key is stolen from inside of the vehicle.

The maximum compensation paid per claim under this coverage is EUR 300,-.

1.3.4 Glass Cover Plus

Damages to parts of the vehicle made of glass or materials that serve as a substitute for glass are insured.

The damages to the vehicle rear view mirror are also insured only if the bracket is damaged and replacement with the same part is necessary.

The bulbs are also insured if they are destroyed during a glass breakage.

Any compensation is subject to the application of the deductible as agreed (Article 8) and stated in policy schedule.

No compensation will be paid if the replacement or repair is not carried out or if the costs of replacing the glass are equal to or exceed the current value of the vehicle.

1.3.5 Tesla charging equipment

The insurance covers, up to an amount of EUR 5,000 per claim, the piece or pieces of charging equipment/ wall box(es) for electric or hybrid vehicles belonging to the policyholder or to the defined usual driver, permanently installed at their home, against damages occurring suddenly and unexpectedly through:

- unintentional handling error resulting in internal malfunction;
- malicious acts/vandalism by third parties;
- theft;
- bites and consequential damages caused by martens and rodents;
- the effect of current, including short circuits, over-voltages or over-currents;
- overload; or
- effect of foreign bodies.

In addition to the general exclusions provided for in Article 6, the insurance for Tesla charging equipment does not cover:

- functional damages, breakage and wear resulting directly or indirectly from the normal aging process (in particular rust, corrosion or oxidation) or due to wear, that is, natural wear;
- direct and indirect damages due to thermal problems, in particular, due to excessive temperatures, poor cooling or other overheating;
- damages resulting from errors in material, workmanship or construction, as well as damages or defects of any kind existing before the conclusion of the contract;
- damages resulting from fire, lightning, explosions and short circuits, over-voltages, over-currents or overloads;
- damages directly caused by the forces of nature, such as (exhaustively) storm (wind speed of at least 75 km/hour), hail, avalanche, snow pressure, damages caused by falling rocks, stones and masses of earth (landslide), high waters and floods;
- all damages caused to the building on which the charging equipment/the wall box(es) are permanently installed as well as to people and vehicles resulting from the operation and use of the charging station.

1.3.6 Damages to tyres

The insurance covers damages to the tyres attached to the vehicle caused by nails, screws, curbs, broken glass or other sharp objects as well as damages caused by malicious intent or vandalism.

The compensation is limited to EUR 600 per tyre per claim.

The tyres are compensated for at the net price (excluding commercial discounts).

The following services are covered :

- the replacement of the damaged tyre up to the replacement value, but without exceeding the limit of the agreed compensation per tyre;
- the cost of replacing the second tyre on the same axle, if this is technically necessary;
- fitting within the limits of the agreed compensation per tyre.

In addition to the general exclusions pursuant to Article 6, the insurance does not cover damages to tyres resulting from the following causes :

- incorrect chassis adjustment;
- incorrect air pressure in accordance with the recommendations and operating instructions of the car or tyre manufacturer.

The consequential costs, for example for the rims, resulting directly from the claim are not insured. If the tyre can be repaired, the repair costs will be paid in lieu of the replacement request provided that they are lower than the replacement costs.

No compensation will be paid if the remaining tread of the tyre is less than 3 millimeters.

1.3.7 Damage to the parked vehicle

Damage caused to the parked vehicle by unknown third parties is insured up to the sum insured stated in the policy schedule. The policyholder must report any damage to the nearest police station without delay, i.e. on the day of becoming aware of it (Article 7); the confirmation of the report must be attached to the damage report.

1.3.8 Assistance

The insurer will provide the following assistance services via the International Assistance Group (IAG) as service provider and

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covers the costs for the assistance services within the limits and subject to the exclusions as stated below.

1.3.8.1 Roadside

If a vehicle has broken down as a result of a technical failure, identified driver induced faults or its involvement in a road traffic accident, the insurer will provide the following assistance services after an initial call by the policyholder into the Contact Centre on a dedicated phone number notified to the policyholder.

The Contact Centre determines identification and validation of cover entitlement, establishes the incident and customer circumstances and deploys support services by a patrol or approved contractor to either:

1. Repair the vehicle at the roadside; or
2. If the vehicle cannot be permanently repaired within a reasonable time at the roadside, the vehicle will be transported to the nearest Official Tesla Service Centre based on the geographical location as determined by the Contact Centre.
3. Where the vehicle has a flat tyre and where a loaner wheel is available this will be fitted to allow the driver to find a local tyre centre to undertake a replacement. If a loaner wheel is not available, the vehicle will be recovered to the nearest suitable tyre centre as determined by the Contact Centre for a replacement. All costs associated with tyre replacement will be the responsibility of the driver, unless InsureMyTesla extension Damage to Tyres has been agreed and is mentioned in the Policy Schedule.
4. Where a vehicle has insufficient charge to complete a commenced journey, the vehicle will be recovered to a local charging point as determined by the Contact Centre. Costs associated with the recharging of the vehicle are not covered under the additional assistance coverage.
5. In the event of the vehicle being immobile as a result of a driver induced fault, e.g. the keys being locked inside the vehicle, the insurer will provide for assistance to gain access. If this is not possible the vehicle will be recovered to the nearest Tesla Service Centre based on the geographical location as determined by the Contact Centre.
6. In the event of the vehicle being involved in a road traffic accident the vehicle will be recovered to the nearest Official Tesla Service Centre based on the geographical location as determined by the Contact Centre.
7. If the incident occurs in a country where no Official Tesla Service Centre is available and the vehicle requires a recovery, the vehicle will be repatriated to Austria or the nearest available Official Tesla Service Centre as determined by the Contact Centre. Costs in this respect are covered up to a maximum of 500 Euro.

If the broken down or damaged vehicle is transported to an Official Tesla Service Centre, the insurer will either:

1. provide for a taxi for the driver and up to 4 passengers of the broken down / damaged vehicle to the driver's home or a location of their choice up to a maximum of 100 kilometres from the breakdown incident: or
2. If the driver chooses to arrange transport, the insurer will reimburse the driver's taxi fare for a taxi journey to a destination up to a maximum of 100 kilometres from the breakdown incident provided that this is agreed with the Contact Centre in advance. In order to claim a reimbursement of the taxi fare, the customer must send the receipt for the taxi journey to the insurer.

In addition to the exclusions pursuant to Article 6 this insurance for Roadside assistance does not cover:

1. Transportation that is not arranged by the patrol or approved contractor of IAG when they are dealing with the breakdown.
2. The cost of any parts required to repair the vehicle. If the patrol or approved contractor of IAG has the required parts

the driver can purchase the relevant parts for an additional charge from the insurer. The parts must be paid for in full at the time of the breakdown and before the repair commences. Any parts purchased from any third party will not be fitted to the vehicle.

3. Any breakdown resulting from a fault where the insurer has previously provided breakdown cover for that fault and either:
 - a. considers acting reasonably, that the original fault, has not been properly repaired, by a party other than the IAG service provider; or
 - b. advised any driver that only a temporary repair to the fault had been provided and further repairs were required and the subsequent breakdown resulted, at least in part, from a failure to carry out these other repairs.
4. Luggage and Cargo - in case of vehicles carrying animals, commercially transported goods or perishable goods, the towing shall only take place in an unloaded condition. The resulting transport costs for luggage and cargo are not covered.
5. Discharged High Voltage batteries where the breakdown is due to incorrect, faulty or lack of appropriate charging. This exclusion does not apply when the charging took place at a recognized charging facility.
6. Repatriation from foreign countries to Austria is excluded unless the incident occurs in a country where no Official Tesla Service Centre exists, in which case benefits as described under point 7 above are provided.
7. Any accommodation that may be required due to the location of the vehicle incident is not covered. This includes booking and associated costs which are also not covered.

1.3.8.2 Recovery

If the vehicle cannot be repaired locally (on the Roadside) within a reasonable time, in accordance with the above specifications, terms and conditions of road assistance and it is decided to tow the vehicle in accordance with the coverage in article 1.3.8.1, the vehicle and, where possible, the driver and up to four passengers, will be transported to the nearest Tesla Official Service Centre, depending on the geographic location determined by the Contact Centre and in accordance with the General Conditions cited above.

If the broken down or damaged vehicle is transported to an Official Tesla Service Centre, the insurer will either:

1. provide for a taxi for the driver and up to 4 passengers of the broken down / damaged vehicle to the driver's home or a location of their choice up to a maximum of 100 kilometres from the breakdown incident: or
2. If the driver chooses to arrange transport, the insurer will reimburse the driver's taxi fare for a taxi journey to a destination up to a maximum of 100 kilometres from the breakdown incident provided that this is agreed with the Contact Centre in advance. In order to claim a reimbursement of the taxi fare, the customer must send the receipt for the taxi journey to the insurer.

In addition to the exclusions pursuant to Article 6 this insurance for Recovery assistance does not cover:

1. Transportation that is not arranged by the patrol or approved contractor of IAG when they are dealing with the breakdown.
2. Recovery to more than one destination, including a second recovery when the first recovery destination could not accept the vehicle due to its hours of operation or other restrictions ;
3. Any breakdown resulting from a fault where the insurer has previously provided breakdown cover for that fault and either:

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- a. considers acting reasonably, that the original fault, has not been properly repaired, by a party other than the IAG service provider; or
 - b. advised any driver that only a temporary repair to the fault had been provided and further repairs were required and the subsequent breakdown resulted, at least in part, from a failure to carry out these other repairs.
4. Any vehicle that is already in a garage or another repair site. Accommodation that may be required due to the location of the vehicle incident. These costs shall be paid by the driver.
 5. Luggage and Cargo - in case of vehicles carrying animals, commercially transported goods or perishable goods, the towing shall only take place in an unloaded condition. The resulting transport costs for luggage and cargo are not covered.
 6. Discharged High Voltage batteries where the breakdown is due to incorrect, faulty or lack of appropriate charging. This exclusion does not apply when the charging took place at a recognized charging facility
 7. Repatriation from foreign countries to Austria is excluded unless the incident occurs in a country where no Official Tesla Service Centre exists, in which case benefits as described under point 7 in article 1.3.8.1 above are provided.

1.3.8.3 At home

If a vehicle has broken down at the policyholder's home address, the insurer will provide the following assistance services after an initial call by the policyholder into the Contact Centre on a dedicated phone number notified to the policyholder.

The Contact Centre determines identification and validation of cover entitlement, establishes the incident and customer circumstances and deploys support services by a patrol or approved contractor to either:

1. Repair the vehicle at home; or
2. If the vehicle cannot be permanently repaired within a reasonable period of time, the broken down vehicle will be transported to the nearest Official Tesla Service Centre based on the geographical location as determined by the Contact Centre.
3. Where the vehicle has a flat tyre and where a loaner wheel is available this will be fitted to allow the driver to find a local tyre centre to undertake a replacement. If a loaner wheel is not available, the vehicle will be recovered to the nearest suitable tyre centre for a replacement. All costs associated with tyre replacement will be the responsibility of the driver, unless InsureMyTesla extension Damage to Tyres has been agreed and is mentioned in the Policy Schedule.
4. In the event of the vehicle being immobile as a result of a driver induced fault i.e. the keys being locked inside the vehicle, the insurer will provide assistance to gain access. If this is not possible the vehicle will be recovered to the nearest Tesla Service Centre based on the Geographical location as determined by the Contact Centre.

In addition to the exclusions pursuant to Article 6 this insurance for At home assistance does not cover:

1. Transportation that is not arranged by the patrol or the approved contractor of IAG when they are dealing with the breakdown.
2. The cost of any parts required to repair the vehicle. If the patrol or contractor has the required parts the policyholder or the driver can purchase the relevant parts from the insurer for an additional charge. The parts must be paid for in full at the time of the breakdown and before the repair commences. Any parts purchased from any third party will not be fitted to the vehicle.

3. Any breakdown resulting from a fault where the insurer has previously provided breakdown cover for that fault and either:
 - a. considers acting reasonably, that the original fault, has not been properly repaired, by a party other than IAG service provider; or
 - b. advised any driver that only a temporary repair to the fault had been provided and further repairs were required and the subsequent breakdown resulted, at least in part, from a failure to carry out these other repairs.
4. Luggage and Cargo - in case of vehicles carrying animals, commercially transported goods or perishable goods, the towing shall only take place in an unloaded condition. The resulting transport costs for luggage and cargo are not covered.
5. Discharged High Voltage batteries where the breakdown is because of incorrect, faulty or lack of appropriate charging or of incorrect, faulty or lack of appropriate charging facilities at the policyholder's home address;
6. Any accommodation that may be required due to the location of the vehicle incident will be the responsibility of the customer and is not covered. This includes booking and associated costs, which are also not covered.

In addition to the exclusions pursuant to Article 6 the following exclusions apply to the additional coverage pursuant to point 1.3.8.1 – 1.3.8.3 (Assistance). This insurance does not cover:

1. Transportation costs from the Official Tesla Service Centre following completion of services or repairs (i.e. costs associated with returning the vehicle to the policyholder's home)
2. Provision of replacement vehicles i.e. loan cars, courtesy cars, rental cars
3. No insurance cover exists if it is not possible for the Service Provider to get to the insured vehicle due to special circumstances such as, for example, events of war, with our without declaration of war, including all acts of violence by states and all acts of violence by political or terrorist organizations, riots, civil commotion, environmental disasters (such as floods, mudslides, avalanches, etc.) or orders from high authorities;
4. Any fees, costs, taxes that may arise from customs clearances.
5. Costs associated with ferry crossings (unless in event of repatriation due to the absence of an Official Tesla Service Centre in the country of incident or islands of the same country i.e. Canary and Balearic Islands as part of Spain), toll roads, congestion charges, special VAT regulations or customs procedures.
6. Arrangement of cross border transport to or from countries outside of the stated countries covered under this insurance.
7. Damage resulting from objects striking the vehicle, damage caused by road fixtures unless the vehicle is immobile or unsafe to drive.
8. Depletion of high voltage battery, including but not limited to having the proper charging equipment, in accordance with the above conditions.
9. Depletion of low voltage battery due to normal wear and tear.
10. Driving the vehicle off-road, or over uneven, rough, damaged or hazardous surfaces.
11. Racing or autocross.
12. Extraction due to being stuck in mud, snow, sand or other soft surfaces.
13. Vehicle abuse or negligence.
14. Vandalism – unless the vehicle is immobile or unsafe to drive
15. Installing and removing snow chains.
16. Broken window repair or replacement.
17. Vehicle being demonstrated or delivered by motor trades, or used under trade or export plates.
18. Fines, fees, damages or taxes associated with impound or other towing as a result of actual or alleged violation

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2. The vehicle is insured as mentioned in the policy schedule. This also applies 1.2
to optional equipment and accessories.

Article 2

What is considered an insured event?

The insured event is the loss event covered by the respective insurance variant and 1.3
specified by naming the date of the incident and the cause.

Article 3

Where does the insurance apply? (Geographical scope of application)

1. The insurance cover (except the assistance coverage pursuant to Article 1, 1.5
point 1.3.8) 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 30 May 2002, OJ No. L 192 of 31 July 1.6
2003, p.23 : Andorra, Belgium, Bulgaria, Denmark, Germany, Estonia,
Finland, France, Greece, Great Britain, Ireland, Iceland, Italy, Croatia, Latvia,
Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Austria, 1.7
Poland, Portugal, Romania, Sweden, Switzerland, Serbia, Slovakia, Slovenia,
Spain, Czech Republic, Hungary and Cyprus.

The assistance coverage pursuant to Article 1 point 1.3.8 applies to the territories of
the following states: Andorra, Austria, Bosnia, Herzegovina, Belgium, Bulgaria, 1.8
Denmark, Estonia, Finland, France (including Monaco), Germany, Gibraltar, Greece,
Ireland, Italy, Croatia, Cyprus, Latvia, Liechtenstein, Lithuania, Luxembourg,
Macedonia, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Sweden,
Switzerland, Serbia, Montenegro, Slovakia, Slovenia, Spain (including Canary and 1.9
Balearic Islands), Czech Republic, Turkey, Hungary, Vatican City and the United
Kingdom and Northern Ireland.

2. If the vehicle is transported by water, the insurance cover is not interrupted if
the loading locations are within the geographical scope of application. If the
destination is outside the geographical scope of application, the insurance 2.
coverage ends with the completion of the loading process. 2.1

Article 4

What is considered an insurance period?

When is the premium payable?

When does insurance coverage generally begin?

What is meant by provisional cover?

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 is to be paid by 2.2
the policyholder against delivery of the policy (redemption of the policy). The
subsequent premiums, including fees and insurance tax, shall be paid on the 2.3
agreed due date stated in the policy schedule or, in the case of agreed partial
payment, on the agreed due dates.
3. Default in payment can lead to the insurer's exemption from performance. The
prerequisites and limitations of the exemption from performance are regulated 3.
by law (see §§ 38, 39 and 39a VersVG; see Annex). 3.1
4. The insurance coverage comes into effect with the redemption of the policy
(point 2), but not before the agreed start of the insurance. If the policy schedule
is only handed over thereafter, but the premium is then paid within 14 days or 3.2
thereafter without culpable delay, the insurance cover incepts from the agreed
start of insurance.
5. If the insurance cover is to commence before the policy is redeemed
(provisional cover), the insurer's express consent to provisional cover is 3.3
required. If the application is accepted, the provisional cover ends with the
redemption of the policy. It ceases to apply if the application is accepted
unchanged and the policyholder culpably defaults on payment of the first or
single premium (point 3). The insurer is entitled to terminate the provisional
cover with two weeks' notice. In this case, the insurer shall be entitled to the 4.
pro rata premium attributable to the period of insurance coverage. 4.1

Article 5

What benefits does the insurer provide?

The insurer shall pay - after deduction of any agreed deductible (Article 8) - the
amount which is calculated according to the following points:

1. Insurance benefit in case of total loss

- 1.1. A total loss exists if, as a result of an event covered by the insurance, 5.
- the vehicle has been destroyed or 5.1
- has been stolen and has not been returned within one month after
receipt of the damage report or
- the estimated costs of proper restoration in a specialist workshop
plus the residual values exceed the amount resulting in accordance
with point 3.2 (economic total loss).

The policyholder's contract states whether the insurance was concluded with
or without current value supplement. The current value is equivalent to the
replacement value. If no agreement can be reached with regard to the current
value, the valuation guidelines for road vehicles of the respective national
associations of neutral freelance vehicle experts shall be authoritative.

In the case of insurance with a current value supplement, a total loss
(point 1.1.) is reimbursed at 100% of the purchase price.

In the case of insurance without current value supplement, a total loss
(point 1.1.) is reimbursed at the current value.

If the compensation calculated exceeds the actual purchase price, the
policyholder will be paid the latter, but no less than the current value. No
compensation is awarded for increases in value occurring after the
purchase.

The compensation will be reduced by the wreckage value of the
unrepaired vehicle including equipment and accessories. If this is not
deducted the wreckage will become property of the Insurer.

The Insurer shall pay the amount that the Insured would have had to
pay for a vehicle of the same type and quality in the same state of wear
and tear at the time of the insured event (replacement value), less any
recoverable wreckage value or residual value.

Salvage costs shall be reimbursed up to the amount of EUR 2,000.00
per damaging event; within the scope of this insurance cover, EUR
200.00 shall be assumed from the title of towing costs. The insurance
coverage is subsidiary to any other existing insurance coverage.

In the event of total vehicle damage in the case of partially
comprehensive insured vehicles, the insurance benefit shall extend to
compensation for the equivalent value of the vehicle components
covered by the insurance.

Insurance benefit in case of damage

If there is no total loss (point 1.1.), the insurer will pay

- the costs of restoration and the necessary simple freight and
other transport costs of the spare parts
- the necessary costs of recovery (according to Art. 5.1.8) and
transport of the vehicle to the nearest workshop capable of
properly carrying out the repair of the vehicle.
- in the event of sale of the vehicle in damaged condition, the
objective reduced value. The objective reduced value is the
difference between the market value before and immediately
after the damage.

The insurance benefit according to Art. 2.1. is provided taking into
account an agreed deductible.

The insurer will not compensate for modifications, improvements, wear
and tear repairs, reduction in value, external appearance or
performance, loss of use or costs of a replacement vehicle and costs
arising from a contractual obligation.

Insurance benefit in case of loss of the vehicle (total theft)

Total theft is deemed to have occurred if the insured vehicle has been
removed from the power of disposal of the entitled persons by
unauthorized taking or theft, and is thus lost to them, and is not found
again within one month of receipt of the notification of loss by the
insurer.

The insurer shall pay the amount that the policyholder would have had
to pay for a vehicle of the same type and quality in the same state of
wear and tear at the time of the insured event with or without the current
value supplement depending on the plan chosen and the age of the car.
If the vehicle is recovered within a period of one month from receipt of
the notification of loss by the insurer, the actual recovery costs incurred
will be reimbursed up to a maximum of 2% of the replacement value
without deduction of an agreed deductible.

Insurance benefit for partial theft

Partial theft occurs when vehicle components (or special equipment or
accessories) are permanently removed from the power of disposal of
the entitled person in the course of a break-in in the locked vehicle.

If stolen or robbed items are returned after the expiry of one month from
receipt of the notification of loss by the insurer, they become the
property of the insurer and must be surrendered to the insurer.

Other provisions

The old parts (including the wreckage) remain with the policyholder.
Their fair market value is deducted when determining the insurance
benefit. The fair market value is determined by the price that would be
obtained in the ordinary course of business in accordance with the
nature of the asset in the event of a sale. All circumstances influencing

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- the price are to be taken into account; unusual or personal circumstances are not to be considered.
- 5.2 Costs exceeding the scope of the insurance cover will only be reimbursed if they have been incurred on the express instruction of the insurer.
 - 5.3 Modifications, improvements, wear-and-tear repairs, reduction in value, external appearance or performance, loss of use or costs of a replacement vehicle, as well as costs arising from a contractual obligation, are excluded from insurance coverage.
 6. Points 1. to 4. apply mutatis mutandis to special equipment and accessories of the insured vehicle.
 7. Costs exceeding the scope of points 1., 2. and 5. will be reimbursed if they have been incurred on the express instruction of the insurer.

Article 6

What is not insured? (Risk exclusions)

Additionally excluded from the insurance coverage are damages and loss events

1. which occur in the preparation of or during or after the commission of criminal acts by the policyholder or driver for which intent is a constituent element or for which the occurrence of a loss event can be expected with probability; as well as in the case of intentional causation of an insured event or the corresponding attempt;
2. No insurance cover is provided for loss events in the course of active participation in
 - 2.1.1. Motor sport events to achieve maximum speeds; this also applies to associated practice, test and trial drives.
 - 2.1.2. Driving on closed, cordoned-off facilities and also on facilities built exclusively for the staging of and for motor sport events, including driving courses and safety training. This also applies to associated practice, test and trial drives on the entire grounds of such facilities.
 - 2.1.3. Drives for which special safety precautions must be observed and are required for participation (e.g. helmet obligation).
3. No insurance coverage is provided for loss events,
 - 3.1.1. causally connected with riots, civil commotion, events of war with or without a declaration of war, including all acts of violence by states and all acts of violence by political or terrorist organizations, as well as orders from high authorities;
 - 3.1.2. arising from and as a result of earthquakes;
 - 3.1.3. caused by the influence of ionizing radiation within the meaning of the Radiation Protection Act of June 8, 1969, Federal Law Gazette No. 227/69, as amended.
4. No insurance coverage is provided for theft and material damage of objects of personal use

Article 7

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

1. The obligation to comply with agreements on the use of the vehicle is defined as an obligation, the breach of which at the time of the insured event releases the insurer from the obligation to indemnify in accordance with the requirements and limitations of sec 6 para. 1 a VersVG; see Annex).
2. As obligations which are to be fulfilled towards the insurer for the purpose 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 requirements and limitations of sec. 6 para. 2 VersVG; see Annex) are determined,
 - 2.1 that the driver in any case possesses the authorization under motor vehicle law prescribed for driving the vehicle on roads with public traffic; this applies even if the vehicle is not driven on roads with public traffic;
 - 2.2 that the driver is not in an impaired state due to alcohol, medication or addictive substances
 - 2.3 that the vehicle is in a proper condition in accordance with the provisions of motor vehicle law; the obligation to indemnify remains in force vis-à-vis of the policyholder and other persons entitled to claim, insofar as the

breach of the obligation was not apparent to them through no fault of their own.

3. As obligations, the breach of which after the occurrence of the insured event releases the Insurer from its obligation to indemnify in accordance with the requirements and limitations of Section 6 (3) VersVG (see Annex), are defined,
 - 3.1 to notify the insurer in written form without delay, in the absence of specifically stated deadlines (Article 1) at the latest within one week of becoming aware of,
 - the insured event, stating the facts of the case as precisely and completely as possible, and
 - the initiation of any related administrative or judicial proceedings;
 - 3.2 to cooperate in establishing the facts of the case and to support the insurer in the settlement of the insured event comprehensively and in accordance with reasonable possibilities;
 - 3.3 to obtain the consent of the insurer before starting the repair or before disposing of the damaged vehicle;
 - 3.4. to comply with the obligation to immediately notify the police in accordance with Article 1., provided that it is a loss event for which such notification is required.
 - 3.5 that a damage caused to another person's property must be reported immediately by the policyholder or driver to the nearest police station, unless the injured owner or person authorized to dispose of the property is present or is immediately informed in person.
 - 3.6 The obligations specified in points 3.1. to 3.5. apply equally to the policyholder and the authorized driver.
 - 3.7 Furthermore, the legal consequences described in point 3 do not occur if the respective breach is neither based 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.

Article 8

What applies in the event of a deductible?

A deductible applies for each vehicle and for each insured event with the respective agreed amount.

The deductible depends on the plan you chose and is shown in the policy schedule.

Article 9

When and under what conditions is the insurance benefit paid out and when does it become time-barred?

(Maturity of the insurance benefit and limitation period)

1. The insurance benefit is due after completion of the investigation necessary for its determination.
2. However, the payment shall become due irrespective of this if, after two months have elapsed since the request for a cash benefit, the insured requests an explanation from the insurer as to the reasons why the investigations could not yet be completed and the insurer does not comply with this request for an explanation within one month.
3. If the insurer's liability to pay is established, but the amount of the insurance benefit cannot be determined within one month of receipt of the notice of claim for reasons for which the policyholder is not responsible, the insurer shall make appropriate advances at the policyholder's request. The running of the time limit is suspended as long as the completion of the investigations is prevented due to the fault of the policyholder.
4. Section 12 VersVG (see Annex) shall apply to the limitation period.

Article 10

Under what conditions can an insurance benefit be reclaimed?

(Limitation of the insurer's right of recourse)

Section 67 VersVG (see Annex) shall only apply to the authorized driver if the policyholder (as the driver of the vehicle) would also have been exempted from insurance benefits under the same circumstances. Authorized drivers are persons who drive the vehicle with the will of the policyholder or the person authorized to dispose of the vehicle.

Article 11

When and under what conditions does the premium change?

(premium adjustment)

1. An adjustment (increase or decrease) of the premium shall be made in accordance with the price index for motor vehicle liability insurance for motor vehicle damages (KVLPI) 2016 published by the Bundesanstalt Statistik Austria Österreich (Statistics Austria). An adjustment of the premium (increase or decrease) is made annually at the main due date of the insurance contract.

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2. The change in the premium corresponds to the extent of the change in the index figures of the price index for motor vehicle liability insurance for motor vehicle damages (KVLPI) 2016). The monthly index figure published for the fourth month prior to the premium main 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.
3. In the event of discontinuance (conveyance), price index for motor vehicle liability insurance for motor vehicle damages (KVLPI) 2016 shall be replaced by the corresponding successor index. General regulations on contractual provisions providing for a change in the remuneration shall remain unaffected.
4. Premium adjustments based on item 1. may not be made at intervals shorter than one year; they shall become effective at the earliest from the date of notification of the policyholder by the insurer.

Article 12

What is the insurance contract term?

Who can terminate after the occurrence of a claim?

What applies if the insured risk ceases to exist?

What applies when the vehicle is sold?

1. Contract Term
 - 1.1. If the agreed contract term is less than one year, the contract ends without notice at the agreed time.
 - 1.2. If the agreed term of the contract is at least one year, the contract shall be extended by one year at a time if it is not terminated one month before expiry. In the case of insurance contracts, the conclusion of which is not part of the operation of a business of the policyholder (consumer contracts), the insurer is obliged to inform and shall inform the policyholder 4 months at the earliest but 3 months at the latest prior to the expiry of the agreed contract term by e-mail about the renewal and the right of the policyholder to terminate the insurance contract and also about the legal consequences of the contract extension in the event of failure to terminate the contract as well as of the legal consequences of the termination of the contract in the event that the contract is terminated.
 - 1.3. For the renewed expiry of the extended term of the contract, the provisions of point 1.2. shall apply.
2. After the occurrence of an insured event, both the insurer and the policyholder may terminate the insurance contract. The notice of termination must be given within one month after the conclusion of negotiations on compensation. The policyholder may terminate with immediate effect or at the end of the current insurance period. The insurer shall observe a notice period of one month. If the policyholder has made a claim fraudulently, the insurer may terminate with immediate effect.
3. If the insured risk ceases to exist, § 68 VersVG (see Annex) shall apply; if the insured vehicle is sold, § 69 and §70 VersVG (see Annex) shall apply. The insurer shall be entitled to the premium for the contract period that has elapsed up to the termination of the contract.

Article 13

When can insurance claims be assigned or pledged?

Insurance claims may not be assigned or pledged prior to their final determination without the express consent of the insurer. Insurance claims assigned without the prior consent of the insurer shall be disregarded.

Article 14

What are the rights and obligations of other eligible persons?

All provisions made for the policyholder shall apply mutatis mutandis to those persons who assert claims under the insurance contract. These persons are responsible, in addition to the policyholder, for the fulfillment of the obligations, duty to mitigate loss and duty to rescue.

Article 15

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 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" also fulfils this requirement.¹
4. Declarations of withdrawal pursuant to sec. 8 of the Act on Distance Marketing of Consumer Financial Services (*FernFinG*) are not bound to any particular form.

Article 16

Which law is applicable?

This insurance contract shall be governed and construed by Austrian law, to the exclusion of the conflict of law rules of Austrian international private law.

Article 17

Offer to change conditions and tariff

(Scope of coverage and premium)

The insurer may make the policyholder an offer to adjust the General Insurance Conditions on which the contract is based and, without prejudice to a contractually agreed index adjustment (indexation), the agreed tariff with effect for existing contracts. If the policyholder does not expressly reject such an offer made with reference to this clause within six weeks, his silence shall be deemed to be consent to this offer of amendment and the amendment shall become part of the contract. The insurer shall specifically draw the policyholder's attention to the significance of silence and the possibility of making an express declaration within a period of six weeks in this offer.

¹ The term „qualified electronic signature“ is defined by Art 3(12) of Regulation (EU) 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).

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Annex to the AKKB (version 10/2021)

Legal provisions mentioned in the AKKB 10/2021

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 (3)
- (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.
- Non-payment of interest or costs shall not trigger the legal consequences of paras. 1 to 3.
- 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.
- If the policyholder has a claim for damages against a third party, the claim is transferred to the insurer insofar as the insurer compensates the policyholder for the damage. The transfer cannot be asserted to the detriment of the policyholder. If the policyholder relinquishes his claim against the third party or a right serving to secure the claim, the insurer shall be released from his obligation to indemnify to the extent that he could have obtained compensation from the claim or the right.
- If the policyholder's claim for compensation is directed against a family member living with him/her in a domestic community, the transfer is excluded; however, the claim is transferred if the relative caused the damage intentionally.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.

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- (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.

Extract from the Consumer Protection Act

(KSchG - Federal Law Gazette I No. 140/1979 as amended by Federal Law Gazette I No. 175/2021)

§ 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 organization 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.

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