

# **General Conditions of Helvetia Global Solutions Ltd for Comprehensive Motor Insurance (AKKB 1/2023)**

## **Valid as of 01.01.2023**

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

### **Table of contents**

Introduction

Article 1	What is insured?
Article 2	What is considered an insured event?
Article 3	Where does the insurance apply? (local area of validity)
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?
Article 5	What benefits does the insurer provide?
Article 6	What is not insured? (Risk exclusions)
Article 7	What must be observed before or after the occurrence of an 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? (Due date 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	What effect does the claims experience have on the premium (bonus-malus system)?
Article 13	How long does the insurance contract run? Who can cancel after the occurrence of a loss? What applies if the insured risk ceases to exist? What applies if the vehicle is sold?
Article 14	When can insurance claims be assigned or pledged?
Article 15	What are the rights and obligations of other eligible persons?
Article 16	In what form shall declarations be made?
Article 17	Which law is applicable?
Article 18	Offer to change the conditions and tariff

## Introduction

The policyholder has the possibility to choose between 3 plans, each of which includes:

### a) Essential Plan:

1. Comprehensive insurance
2. Additional coverages according to Article 1 Clause 1.3:
  - Cover for the battery
  - Key replacement

### b) Preferred Plan:

1. Comprehensive insurance
2. Additional coverages according to Article 1 Clause 1.3:
  - Compensation in the amount of the replacement value within 12 months
  - Glass insurance
  - Damage to the parked vehicle
  - Assistance
  - Tesla chargers
  - Cover for the battery
  - Key replacement

### c) Complete Plan:

1. Comprehensive insurance
2. Additional coverages according to Article 1. clause 1.3:
  - Compensation in the amount of the replacement value within 24 months
  - Glass insurance
  - Damage to the parked vehicle
  - Assistance
  - Tesla chargers
  - Cover for the battery
  - Key replacement
  - Tire damage

## Article 1

### 1. What is insured?

The insurance covers the vehicle and the vehicle components specified in the insurance policy, as well as such parts that are stored in the locked vehicle or attached to the vehicle as optional equipment or accessories. The vehicle is insured against damage (repair of the damage), destruction (irreparable damage) and loss (complete or partial theft)

#### 1.1 In the partial coverage insurance

- a) by forces of nature
  - Direct effects of lightning, rockfall, landslide, mudslide, avalanches (including roof avalanches), snow pressure, icicles or other ice formations falling from buildings, hail, floods, weather-related floods, and storms (i.e., weather-related air movements in excess of 60 km/h).
  - Damage caused by objects hurled at or against the vehicle by these forces of nature is included.
  - Excluded are damages caused by a behavior of the driver caused by these forces of nature;
- b) by fire or explosion
  - The damage must be reported to the nearest police station without delay, i.e. on the day of knowledge (Article 7). The confirmation of the report must be attached to the damage report.
- c) by theft, robbery or unauthorized use
  - The damage must be reported to the nearest police station without delay, i.e. on the day of knowledge (Article 7). The confirmation of the report must be attached to the damage report.
- d) due to collision of the moving vehicle with animals
  - With furred, feathered and domestic animals on roads with public traffic. The case of damage must be reported immediately, on the day of knowledge, to the nearest police station (Article 7). The confirmation of the report shall be attached to the damage report.
- e) by roof avalanches (i.e. snow and ice masses falling from buildings onto the vehicle).
- f) Reimbursement of the cost of replacement, except for tires.
- g) Fire damage
- h) Breakage damage to the windshield, side windows and the rear window.
  - Costs for stickers, vignettes or other markings are excluded from insurance coverage.
- i) Direct damage caused by animal bites to hoses, cables, cladding and insulating materials and antennas. Consequential damage is excluded.

#### 1.2 In the comprehensive insurance in addition

- a) through collisions

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

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

- b) by malicious acts of third parties to the vehicle (vandalism damage). The damage must be reported immediately, i.e. on the day of knowledge, to the nearest police station (Article 7). The corresponding confirmation of the report shall be attached to the damage report.

### 1.3 Depending on the plan chosen by the policyholder and if stated in the insurance policy, the insurance also includes:

#### 1.3.1 Compensation in the amount of the replacement value

##### 1.3.1.1 "Preferred" Plan:

Notwithstanding Article 5 Clauses 1.3. and 1.4., in the event of total loss (Article 5 Clause 1.1.), the indemnity in the first year shall be 100% of the insured value. From the second insurance year onwards, the indemnity shall be calculated in accordance with Article 5.

In the case of used vehicles, i.e. if the Insured is not the first owner of the vehicle, or if the vehicle was insured elsewhere prior to the conclusion of this Insurance Contract, the indemnity in the amount of 100% of the insured value shall apply only to the remaining period between the date of the first registration of the vehicle and the end of the period of 1 year from this first registration of the vehicle.

If the vehicle is older than 1 year from the date of first registration, the compensation shall be calculated in accordance with Article 5.

##### 1.3.1.2 "Complete" Plan:

Notwithstanding Article 5 Clauses 1.3. and 1.4., in the event of total loss (Article 5 Clause 1.1.), the indemnity in the first and second year shall be 100% of the insured value. From the third insurance year onwards, the indemnity shall be calculated in accordance with Article 5.

In the case of used vehicles, i.e. if the Insured is not the first owner of the vehicle, or if the vehicle was insured elsewhere prior to the conclusion of this Insurance Contract, the indemnity in the amount of 100% of the insured value shall apply only to the remaining period between the date of the first registration of the vehicle and the end of the period of 1 year from this first registration of the vehicle.

If the vehicle is older than 2 years from the date of first registration, the compensation shall be calculated in accordance with Article 5.

Compensation pursuant to Clauses 1.3.1.1 and 1.3.1.2 shall be made by applying the deductible as agreed (Article 8) and stated in the insurance policy.

#### 1.3.2 Cover for the battery

Damage to the vehicle's high-voltage battery is insured unless the cause of the damage is not covered by this insurance contract. Damage in connection 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 provided it is performed by an authorized Tesla repair facility.

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If a repair of the damaged high-voltage battery is not possible or a repair is uneconomical, the replacement of the high-voltage battery is insured. A repair is deemed uneconomical if the repair costs are higher than the policyholder would have to pay for a high-voltage battery of the same type and quality in the same state of wear at the time of the insured event.

If the vehicle is less than 2 years old from the date of the vehicle's initial registration, the high-voltage battery will be replaced with a new high-voltage battery of the same size.

If reimbursement is requested instead of replacement, the insurer will take possession of the damaged high-voltage battery, and the reimbursement will be calculated on the basis of the value of a new high-voltage battery at the time of the occurrence of the insured event with the same size with which the vehicle was originally delivered.

If replacement is required and the Vehicle is older than 2 years from the date of first registration of the Vehicle, 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 reimbursement is requested instead of replacement, the insurer will take possession of the damaged high-voltage battery, and reimbursement will be calculated based on the value of a Tesla refurbished high voltage battery at the time of the occurrence of the insured event of the same size as that originally supplied with the vehicle.

### 1.3.3 Key replacement

In the event of loss of the vehicle keys following a burglary or theft, as well as in the event of loss, the insurer will reimburse the cost of replacing the keys and changing the lock, including reprogramming the immobilizer.

In addition to the general exclusions set forth in Article 6, there is no coverage for theft of the key from inside the vehicle.

The maximum compensation per claim under this coverage is EUR 300.00.

### 1.3.4 Glass insurance Plus

Damage to vehicle parts made of glass or materials used as glass substitutes is insured.

Damage to the vehicle's rearview mirror is also covered only if the bracket is damaged and replacement with the same part is required.

The bulbs are also insured if they are destroyed when the glass breaks.

Any indemnification shall be made by applying the deductible as agreed (Article 8) and stated in the insurance policy.

No compensation will be paid if the replacement or repair is not made or if the cost of replacing the glass equals or exceeds the current value of the vehicle.

### 1.3.5 Tesla chargers

Insured up to an amount of EUR 5,000.00 per claim is the part or parts of the fixed home charger/wallbox(es) for electric or hybrid vehicles of the policyholder or designated usual driver against sudden and unexpected damage caused by:

- an unintentional handling error resulting in an internal malfunction;
- malicious acts/vandalism by third parties;
- Theft;
- Bites and consequential damage from martens and rodents;
- Exposure to current, including short circuits, overvoltages or overcurrents;
- Overload; or
- Exposure to foreign bodies.

In addition to the general exclusions set forth in Article 6, Tesla Charger Insurance does not cover the following:

- Functional damage, breakage and wear resulting directly or indirectly from the normal aging process (especially rust, corrosion or oxidation) or from wear, i.e. natural wear;
- Direct and indirect damage due to thermal problems, in particular due to excessive temperatures, poor cooling or other overheating;
- Damage due to material, processing or design defects as well as damage or defects of any kind that existed prior to the conclusion of the contract;
- Damage caused by fire, lightning, explosions and short circuits, overvoltages, overcurrents or overloads;
- Damage caused by natural forces, such as (area-wide) storms (wind speed at least 75 km/h), hail, avalanches, snow pressure, damage caused by falling rocks, stones and earth masses (landslides), floods and inundations;
- All damage to the building on which the charger(s)/wall-box(es) are permanently installed and to persons and vehicles resulting from the operation and use of the charging station.

### 1.3.6 Tire damage

Damage to the tires attached to the vehicle caused by nails, screws, curbs, broken glass or other sharp-edged objects as well as damage caused by intent or vandalism are insured.

Compensation is limited to 600.00 EUR per tire and claim.

Tires are reimbursed at net price (excluding trade discounts).

The following services are covered:

- the replacement of the damaged tire up to the replacement value, but without exceeding the agreed compensation limit per tire;
- the cost of replacing the second tire on the same axle, if technically necessary;
- Mounting within the agreed reimbursement per tire.

In addition to the general exclusions set forth in Article 6, there is no coverage for tire damage resulting from the following causes:

- incorrect chassis setting;
- incorrect air pressure according to the car or tire manufacturer's recommendations and operating instructions.

The consequential costs resulting directly from the claim, for example for the rims, are not insured. If the tire can be repaired, the repair costs will be reimbursed instead of the costs for a replacement, provided they are lower than the costs for a replacement.

If the remaining tire tread is less than 3 millimeters, no compensation will be paid.

### 1.3.7 Damage to the parked vehicle

Damage to the parked vehicle caused by unknown third parties is insured up to the sum insured specified in the insurance policy. The policyholder must report the damage to the nearest police station immediately, i.e. on the day he/she becomes aware of it (Article 7). The confirmation of the report shall be attached to the notification of damage.

### 1.3.8 Assistance

If the insured vehicle is unroadworthy as a result of a breakdown or if there is an insured liability, comprehensive or accident event, the insurer will provide the following assistance services after the policyholder makes an initial call to the Contact Center at a special telephone number provided to the policyholder:

1. Roadside repair of the vehicle; or
2. If the vehicle cannot be fully repaired within a reasonable amount of time at the roadside, the vehicle will be transported based on the geographic location determined by the Contact Center to the nearest professional repair facility that can properly repair the vehicle. Towed trailers will be recovered to a safe place.
3. If the vehicle has a flat tire and a loaner wheel is available, it will be mounted so the driver can visit a local tire center to have a tire

changed. If a loaner tire is not available, the vehicle will be transported to the nearest appropriate tire center, as determined by the Contact Center, for a tire change. All costs associated with the tire change will be the responsibility of the driver, unless the InsureMyTesla Extension for Tire Damage has been agreed upon and is listed in the Certificate of Insurance.

4. If a vehicle is not sufficiently charged to complete a trip that has been started, the vehicle will be transported to a local charging station designated by the Contact Center. Costs associated with charging the vehicle are not covered.
5. In the event of immobility of the vehicle due to the fault of the driver, e.g. if the keys are locked in the vehicle, the Insurer will provide Assistance to gain access. If this is not possible, the vehicle will be transported based on the geographical location determined by the Contact Center to the nearest specialist workshop that can repair the vehicle professionally.
6. If the vehicle is involved in a traffic accident, the vehicle will be transported based on the geographic location determined by the Contact Center to the nearest professional repair shop that can properly repair the vehicle.
7. If the incident occurs in a country where no suitable specialist workshop is available and the vehicle has to be recovered, the vehicle will be taken to the nearest specialist workshop in Austria or in another country as determined by the Contact Center. The costs for this will be covered up to a maximum of EUR 500.00.

If the damaged vehicle is transported to the nearest specialized workshop, the insurer will either:

1. procure a cab for the driver and for up to 4 passengers of the damaged vehicle to his or her place of residence or to a place of his or her choice, in each case not more than 100 kilometers from the place of the breakdown; or
2. if the driver chooses to arrange transportation, the insurer will reimburse the driver for the cost of a cab ride to a destination no more than 100 kilometers from the breakdown location, provided that this has been agreed in advance with the Contact Center. To request reimbursement of cab costs, the Customer must send the Insurer the receipt for the cab ride.

In addition to the exclusions under Article 6, the following claims are not insured:

1. Transportation not arranged by the road service or approved contractor when dealing with the breakdown.
2. The cost of parts required to repair the vehicle. If the road service or approved contractor has the required parts, the driver may purchase the appropriate parts from the insurer for an additional charge. Parts must be paid for in full at the time of the breakdown and before repairs are started. Parts purchased from third parties will not be installed in the vehicle.
3. Transport of the recovered vehicle to more than one destination, including a second transport of the recovered vehicle, if the first destination of the transport of the recovered vehicle could not accept the vehicle due to its hours of operation or other limitations.
4. Any breakdown resulting from a fault for which the insurer has previously provided breakdown cover, and either:
  - a. The original failure was not properly corrected by a party other than the provider; or
  - b. the driver has been advised that only a temporary repair of the defect had been made and that further repairs were required and that the subsequent breakdown resulted at least in part from a failure to make these other repairs.
5. Baggage and freight - for vehicles with animals, commercially transported goods or perishable goods, towing will only be carried out in an unloaded state. The transport costs incurred for luggage and freight are not covered.
6. Repatriation from abroad is excluded unless the incident occurs in a country where no suitable specialist workshop exists. In this case, services will be provided as described above under item 7.
7. Any accommodation that may be required due to the location of the vehicle accident is not covered. This includes booking costs and related expenses, which are also not covered.
8. No insurance cover is provided if it is not possible for the service provider to get to the insured vehicle due to special circumstances such as 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, riots, civil commotion, environmental

disasters (such as floods, mudslides, avalanches, etc.) or orders by high authorities;

9. All fees, costs, taxes that may be incurred in the course of customs clearance;
10. Costs related to ferry crossings (except in the case of repatriation due to the absence of an official Tesla Service Center in the country of the incident or on islands of the same country (i.e. Canary Islands and Balearic Islands as part of Spain), toll roads, congestion charges, special VAT regulations or customs procedures;
11. Arranging cross-border transportation to or from countries outside those covered by this insurance;
12. Damage caused by objects hitting the vehicle, damage caused by road fixtures, unless the vehicle is immobile or cannot be driven safely on it;
13. Discharge of the low voltage battery due to normal wear and tear;
14. Damage caused by driving the vehicle off-road or over uneven, rough, damaged or hazardous surfaces;
15. Damage during races of any kind or training for this;
16. Damage from being pulled out due to being stuck in mud, snow, sand or other soft surfaces;
17. Damage caused by vehicle misuse or negligence;
18. Damage caused by vandalism - unless the vehicle is immobilized or cannot be driven safely;
19. Damage caused by attaching and removing snow chains;
20. Repair or replacement of broken windows;
21. A vehicle that is demonstrated or delivered in the motor trade or used with commercial or export license plates;
22. Fines, fees, damages or taxes associated with impoundment or other towing services due to an actual or alleged violation.

## Article 2

### What is considered an insured event?

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

## Article 3

### Where does the insurance apply? (local area of validity)

1. The insurance cover (with the exception of the insurance cover for Assistance pursuant to Article 1, Clause 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' Bureau of the Member States of the European Economic Area and other Associated States of 30 May 2002, OJ No. L 192 of 31 July 2003, p. 23: Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland and United Kingdom.

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

2. If the vehicle is transported by water, the insurance cover is not interrupted if the loading points are within the geographical area of validity. If the destination is outside the geographical area of validity, insurance coverage ends upon completion of the loading process.

## 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 initial or single premium including fees and insurance tax is to be paid by the policyholder against delivery of the insurance policy (encashment of the insurance policy). The subsequent premiums including fees and insurance tax are to be paid on the agreed due date stated in

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the insurance policy 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 limits of exemption from performance are regulated by law (see §§ 38, 39 and 39a VersVG).
4. The insurance cover comes into effect when the insurance policy is redeemed (item 2), but not before the agreed start of insurance. If the insurance policy is only handed over thereafter, but the premium is then paid within 14 days or thereafter without culpable delay, the insurance cover shall commence from the agreed start of insurance.
5. If the insurance cover is to commence before the insurance policy is cashed (provisional cover), the insurer's express consent to the provisional cover is required. If the application is accepted, the provisional cover ends when the insurance policy is honored. It shall cease to apply if the application is accepted unchanged and the policyholder culpably defaults on payment of the initial or single premium (item 3). The insurer is entitled to terminate the provisional cover by giving two weeks' notice. In this case, the insurer is entitled to the pro rata premium attributable to the insurance period.

## Article 5

### What benefits does the insurer provide?

The Insurer shall pay - after deduction of any agreed deductible (Article 8) - the amount calculated in accordance with the following:

#### 1. Insurance benefit in case of total loss

- 1.1. A total loss exists if, as a result of an insured event.
  - the vehicle has been destroyed; or
  - if it has been stolen and not recovered within one month of receipt of the notice of loss; or
  - if the estimated costs of a proper restoration in a specialist workshop plus the residual values exceed the amount resulting from Clause 3.2 (economic total loss).
- 1.2. The policyholder's contract states whether the insurance was taken out with or without a current value supplement. The current value corresponds to the replacement value. If no agreement can be reached on the current market value, the valuation guidelines for road vehicles of the respective state associations of neutral freelance vehicle experts shall apply.
- 1.3. In the case of insurance with a current value supplement, a total loss (Item 1.1.) is reimbursed at 100% of the purchase price.
- 1.4. In the case of insurance without a current value supplement, a total loss (item 1.1.) is reimbursed at the current value.
- 1.5. If the calculated compensation exceeds the actual purchase price, the policyholder shall receive this, but at least the current market value. No compensation shall be granted for increases in value occurring after the purchase.
- 1.6. The compensation shall be reduced by the wreckage value of the unrepaired vehicle including equipment and accessories. If this is not deducted, the wreck becomes the property of the insurer.
- 1.7. 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.
- 1.8. Salvage costs are reimbursed up to an amount of EUR 2,000.00 per damaging event. Within the scope of this insurance coverage, 200.00 EUR of the towing costs are covered. The insurance cover is subsidiary to any other existing insurance cover.
- 1.9. In the event of a total loss of the vehicle in the case of partially comprehensive insured vehicles, the insurance benefit extends to compensation for the equivalent value of the insured vehicle parts.

#### 2. Insurance benefit in case of damage

- 2.1. If there is no total loss (Clause 1.1.), the insurer shall pay
  - the costs of restoration and the necessary simple freight and other transport costs of the spare parts
  - the necessary costs of recovery (in accordance with Article 5.1.8) and transportation of the Vehicle to the nearest repair shop that can properly perform the repair of the Vehicle.
  - if the vehicle is sold in damaged condition, the objective reduced value. The objective reduced value is the difference between the market value before and immediately after the damage.
- 2.2. The insurance benefit according to Article 2.1. is provided taking into account an agreed deductible.

- 2.3. The Insurer will not indemnify for alterations, improvements, wear and tear repairs, depreciation, external appearance or performance, loss of use or cost of a replacement vehicle and costs arising from a contractual obligation.

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

- 3.1. Total theft shall be deemed to have occurred if the insured vehicle has been removed from the control of the authorized persons by unauthorized taking or theft, is lost to them as a result and is not recovered within one month of the insurer receiving notification of the loss.
- 3.2. The insurer will pay the amount 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 a current value premium, depending on the plan selected and the age of the car.
- 3.3. If the vehicle is recovered within a period of one month after receipt of the notification of loss by the insurer, the actual costs incurred for the recovery will be reimbursed up to a maximum of 2% of the replacement value without deduction of any agreed deductible.

#### 4. Insurance benefit for partial theft

- 4.1. Partial theft occurs when vehicle parts (or special equipment or accessories) are permanently removed from the power of disposal of the authorized person in the course of a break-in in the locked vehicle.
- 4.2. If stolen or robbed items are recovered after the expiry of one month after receipt of the notification of loss by the insurer, they become the property of the insurer and must be handed over to the insurer.

#### 5. Other accrued liabilities

- 5.1. The old parts (including the wreck) remain with the policyholder. Their market value is deducted when determining the insurance benefit. The market value is determined by the price that would be obtained in the normal course of business in accordance with the type of asset in the event of a sale. All circumstances affecting the price shall be taken into account. Unusual or personal circumstances are not to be taken into account.
- 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. Alterations, improvements, wear and tear repairs, depreciation, exterior appearance or performance, loss of use or cost of a replacement vehicle, and costs arising from a contractual obligation are excluded from coverage.
6. Sections 1. to 4. apply accordingly to special equipment and accessories of the insured vehicle.
7. Costs exceeding the scope of items 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)

Also excluded from insurance coverage are damaging events and claims,

1. occurring in preparation for or during or after the commission of criminal acts by the policyholder or driver in which intent is constitutive or in which the occurrence of a claim is likely to occur, as well as in the case of intentional causation of an insured event or the corresponding attempt.
2. There is no insurance coverage for cases of damage in the course of active participation in the following:
  - 2.1.1. Motor sport events in which the aim is to achieve a maximum speed. This also applies to associated training, test and trial drives;
  - 2.1.2. Driving on closed, cordoned-off facilities as well as on facilities built exclusively for the purpose of conducting motor sport events, including driving courses and safety training. This also applies to related training, test and trial drives on the entire premises of such facilities;
  - 2.1.3. Rides where special safety precautions must be observed and are required for participation (e.g., helmet requirement).
3. No insurance cover is provided for cases of damage
  - 3.1.1. in causal connection with riots, civil commotion, events of war with or without declaration of war, including all acts of violence by states and all acts of violence by political or terrorist organizations and orders by high authorities;
  - 3.1.2. from and as a result of earthquakes;

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- 3.1.3 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 property damage to personal effects.

#### 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 determined 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 conditions and limitations of § 6 par. 1a VersVG.
2. Obligations that must be fulfilled vis-à-vis the Insurer for the purpose of reducing the risk or preventing an increase in the risk, and the breach of which at the time of the insured event leads to the Insurer's freedom from the obligation to indemnify in accordance with the conditions and limitations of Section 6 (2) of the Insurance Contract Act, are determined as follows,
  - 2.1 that the driver in any case possesses the authorization under motor vehicle law required to drive 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 unfit driving condition due to alcohol, medication or addictive substances;
  - 2.3 that the vehicle is in a roadworthy condition in accordance with the provisions of motor vehicle law. The obligation to pay benefits shall continue to exist vis-à-vis the policyholder and other beneficiaries insofar as the breach of obligation was not apparent to them through no fault of their own.
3. The following are determined 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 conditions and limitations of Section 6 (3) of the Insurance Contract Act,
  - 3.1 that the insurer must be notified in writing of the following without delay, in the absence of expressly stated deadlines (Article 1), at the latest within one week of becoming aware of it:
    - about the insured event with as accurate and complete a description of the facts as possible, and
    - on the initiation of any related administrative or judicial proceedings;
  - 3.2 that the policyholder must cooperate in the clarification of the facts and must support the insurer in the settlement of the insured event comprehensively and in accordance with the possibilities reasonably available to him;
  - 3.3 that the Insured must obtain the Insurer's consent before commencing repairs or disposing of the damaged vehicle;
  - 3.4 that the policyholder must comply with the obligation to immediately notify the police in accordance with Article 1, if it is a case of damage for which such notification is required;
  - 3.5 that damage to third-party 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 notified in person.
  - 3.6 The obligations set out in clauses 3.1 to 3.5 apply equally to the policyholder and the authorized driver.
  - 3.7 Apart from that, the legal consequences described in clause 3 (exemption from benefits) do not occur if the respective violation is neither based on intent nor on gross negligence. If the obligation is not breached with the intention of influencing the insurer's obligation to indemnify or impairing 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 breach had no influence on the determination of the insured event or on the determination or scope of the indemnification incumbent on the insurer.

#### Article 8

##### What applies in the event of a deductible?

For each vehicle and for each insured event, a deductible applies in the amount agreed in each case. The deductible depends on the plan selected and is shown in the insurance certificate.

#### 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 investigations necessary for its determination.
2. However, payment shall become due regardless if, after the expiry of two months from the date of application for a monetary benefit, the Insured requests an explanation from the Insurer of the reasons why it has not yet been possible to complete the investigation and the Insurer does not comply with this request for an explanation within one month.
3. If the insurer's obligation to pay benefits 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 investigation is prevented by the fault of the policyholder.
4. Section 12 VersVG 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 of the Austrian Insurance Contract Act (VersVG) only applies to the authorized driver if the policyholder (as the driver of the vehicle) would also have been exempt from paying 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. Any adjustment (increase or reduction) of the premium shall be made in accordance with the Motor Vehicle Liability Insurance Performance Price Index (KVLPI) 2010 published by the Federal Statistical Office of Austria. An adjustment of the premium (increase or reduction) is made annually on the main due date of the insurance contract.
2. The premium change is equal to the extent of the change in the 2010 Motor Vehicle Liability Insurance Performance Price Index (KVLPI) figures. For the calculation of the percentage, the monthly published index figure of the fourth month before the main due date of the premium and of the same month of the previous calendar year is used. If this has not yet been published, the most recently published index figure is used.
3. The 2010 Motor Vehicle Liability Insurance Performance Price Index (KVLPI). will be replaced by the appropriate successor index upon discontinuance (conveyance). General regulations on contractual provisions that provide for a change in remuneration shall remain unaffected.
4. Premium adjustments in accordance with item 1. may not be made at intervals of less than one year. They shall take effect at the earliest from the date of notification of the policyholder by the insurer.

#### Article 12

##### What effects does the claims experience have on the premium (bonus-malus system)?

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 on the basis of the table shown in item 6. in accordance with the following provisions based on the claims experience.

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 the claims-free course of each observation period, the premium shall be assessed at the next principal due date according to the next lower premium level.

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 no later than 3 months before the main due date.

From the second insurance year, 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 pursuant 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 assessed according to premium level 9 within

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the meaning of 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 principal due date shall be assessed three premium levels higher than before.

3.2 An insured event shall be taken into account for the claims history if the Insurer has made an indemnification payment in accordance with Article 1 Clause 1.2a (comprehensive collision insurance) at its expense or has formed a provision for this purpose.

Internal costs of the insurer are not taken into account. Also not taken into account are indemnification payments and provisions that were reimbursed to the insurer by the policyholder within six weeks of becoming aware of the indemnification payment and its amount or of the fact that a provision was formed for an indemnification payment.

3.3 An insured event shall not be taken into account for the claims history of the insurance relationship if benefits were provided exclusively on the basis of division agreements between insurers or between insurers and social insurance institutions. Also not taken into account are indemnification payments made in accordance with Article 1 Sec. 1.3.

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 shall 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 after termination of the insurance relationship, the claims history of the previous insurance relationship shall be credited to the new insurance relationship.

4.3 If 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 has been entrusted for use for at least one year acquires ownership of it, or an employee who has regularly used the vehicle for at least one year acquires ownership or the right to use 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 direct ascending and descending line and siblings living in the same household. In this context, the children and parents of choice or foster children and parents and the conjugal community shall be deemed equivalent to a marriage-like community.

### 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 loss-free and it turns out that an indemnity is to be paid, the classification shall be adjusted, subject to clause 3.2, last sentence. The policyholder shall pay the insurer the difference to the additional premium.

#### 6. premium levels

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%

### Article 13

#### 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 when the vehicle is sold?

- Contract period
  - If the agreed term of the contract is less than one year, the contract shall end without notice at the agreed time.
  - If the agreed term of the contract is at least one year, the contract shall be renewed for one year at a time if it is not terminated one month before expiry. In case of insurance contracts, the conclusion of which does not belong to the operation of a business of the policyholder (consumer contracts), the insurer is obliged to inform the policyholder and the insurer will inform the policyholder by e-mail about the contract extension and the policyholder's right to terminate the contract at the earliest 4 months, but at the latest 3 months before the expiry of the agreed contract term, and also about the legal consequences of the contract extension if the contract is not terminated, as well as about the legal consequences of the contract termination if the contract is terminated.
  - The provisions of Clause 1.2 shall apply to the renewed expiry of the extended contract term.
- After the occurrence of an insured event, both the insurer and the policyholder may terminate the insurance contract. Notice of termination must be given within one month of 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 with fraudulent intent, the insurer may terminate with immediate effect.
- If the insured risk ceases to exist, § 68 VersVG shall apply. If the insured vehicle is sold, § 69 and § 70 VersVG apply. The insurer is entitled to the premium for the contract period that has elapsed up to the termination of the contract.

### Article 14

#### 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 15

#### What are the rights and obligations of other eligible persons?

All provisions made for the policyholder 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 damages and duty to rescue.

### Article 16

#### In what form should declarations be made?

- All notifications and declarations (except those pursuant to Section 4.) as well as information provided by the policyholder must be in written form, unless the written form has been expressly and separately agreed.
- 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, for example, by fax, e-mail or by mail.

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3. Written form means that the recipient of the declaration must receive the original of the declaration with the declarant's handwritten signature. This requirement is also met by a "qualified electronic signature".<sup>1</sup>
4. Declarations of withdrawal pursuant to Section 8 of the Federal Act on the Distance Marketing of Financial Services to Consumers (*FernFinG*) are not bound to any particular form.

#### **Article 17**

##### **Which law is applicable?**

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

#### **Article 18**

##### **Offer to change the conditions and tariff**

##### **(Scope of coverage and premium)**

The insurer may submit an offer to the policyholder to adjust the General Terms and Conditions of Insurance on which the contract is based and, without prejudice to a contractually agreed index adjustment (indexation) of the agreed tariff, with effect for existing contracts. If the policyholder does not expressly object to 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 expressly point out the significance of silence and the possibility of an express declaration within a period of six weeks in this offer.

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<sup>1</sup>The term "qualified electronic signature" is defined by Article 3(12) of Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014

on electronic identification and trust services for electronic transactions in the internal market (OJ L 257, 28.8.2014).