

## Joint supplement to the:

- **AKHB (version 01/2023)**
- **AKKB (version 01/2023)**

Reproduction of the mentioned legal provisions

### Extract from the Insurance Contract Act 1958

(VersVG - Federal Law Gazette I No. 2/1959 as amended by Federal Law Gazette I No. 70/2022)

#### § 6

- (1) If the contract stipulates that in the event of a breach of an obligation to be fulfilled by 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 apply if the breach is to be regarded as a breach through no fault of the insurer. The insurer may terminate the contract without notice within one month of becoming aware of the breach, unless the breach is deemed to be one for which the insurer is not responsible. If the insurer does not terminate the contract within one month, it may not invoke the agreed exemption from benefits.
- (1a) 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 the obligation to make other mere declarations and notifications which have no influence on the insurer's assessment of the risk, the insurer shall only be released from its obligation to pay benefits if the obligation was breached intentionally.
- (2) If an obligation is breached which the policyholder is obliged to fulfill for the purpose of reducing the risk or preventing an increase in the risk vis-à-vis the insurer - irrespective of the applicability of para. 1a - the insurer may not invoke the agreed exemption from benefits 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 benefits owed to 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 which are recognizably significant for the insurer's obligation to indemnify, the insurer shall remain obliged to indemnify insofar as the violation has not influenced either the determination of the insured event or the determination or the scope of the indemnification incumbent upon 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 can only derive rights from the negligent breach of an agreed obligation if the policyholder has previously received the insurance conditions or another document in which the obligation is communicated.

#### § 12

- (1) Claims arising from the insurance contract are subject to a limitation period of three years. If a third party is entitled to the claim, the limitation period shall begin to run as soon as the third party becomes aware of its right to the insurer's benefit; if the third party is not aware of this right, its claims shall only become time-barred after ten years.

- (2) Claims arising from the insurance contract are subject to a limitation period of three years. If a third party is entitled to the claim, the limitation period shall begin to run as soon as the third party becomes aware of its right to the insurer's benefit; if the third party is not aware of this right, its claims shall only become time-barred after ten years.

- (3) The insurer is released from the obligation to indemnify if the claim for indemnification is not asserted in court within one year. The period shall commence only after the insurer has rejected the claim in a manner corresponding to para. 2 and stating the legal consequences of the expiry of the period; it shall be suspended for the duration of settlement negotiations on the claim and for the period during which the policyholder is prevented from timely assertion of the claim in court through no fault of his own.

#### § 23

- (4) After conclusion of the contract, the policyholder may neither increase the risk nor permit it to be increased by a third party without the insurer's consent.
- (5) If the Insured becomes aware that the risk has increased as a result of a change made or permitted by him without the Insurer's consent, he must notify the Insurer immediately.

#### § 27

- (1) If an increase of the risk occurs after the conclusion of the contract irrespective of the will of the policyholder, the insurer is entitled to terminate the insurance relationship subject to a notice period of one month. The right of termination expires if it is not exercised within one month from the time when the insurer became aware of the increase of the risk, or when the condition that existed before the increase has been restored.
- (2) The Insured shall notify the Insurer without delay as soon as he becomes aware of the increase in risk.
- (3) If the increase in risk is caused by generally known circumstances that do not only affect the risks of certain policyholders, such as a change in legal regulations, the insurer's right of cancellation under Par. 1 shall expire only after one year and Par. 2 shall not apply.

#### § 38

- (1) If the first or single premium has not been paid within 14 days after the conclusion of the insurance contract and after the request for payment of the premium, the insurer is entitled to withdraw from the contract as long as the payment has not been effected. It shall be deemed to be 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 expiry of the period specified in Par. 1, the Insurer shall be released from the obligation to indemnify, unless the Insured was prevented from paying the premium on time 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 in the process.

- (4) Non-payment of interest or costs shall not trigger the legal consequences of paragraphs 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 is sufficient 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 shall be released from the obligation to indemnify, unless the policyholder was prevented from making timely payment through no fault of his own.
- (3) After the expiry of the period, the insurer may terminate the insurance relationship without observing a notice period if the policyholder is in default of payment. The termination can already be combined with the determination of the payment deadline in such a way that it becomes effective upon expiry of the deadline if the policyholder is in default of payment at this point in time; the policyholder's attention must be expressly drawn to this 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 was combined with the determination of the deadline, within one month after the expiry of the payment deadline, unless the insured event has already occurred.
- (4) Non-payment of interest or costs shall not trigger the legal consequences of paragraphs 1 to 3.

#### § 39a

If the Insured is in arrears with no more than 10% of the annual premium, but not more than 60 euros, the Insurer shall not be released from its obligation to indemnify as provided for in § 38 or § 39.

#### § 67

- (1) 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 disadvantage 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 pay compensation to the extent that he could have obtained compensation from the claim or the right.
- (2) If the policyholder's claim for compensation is directed against a family member living with him/her in the same household, the transfer is excluded; however, the claim is transferred if the family member caused the damage intentionally.

#### § 68

- (1) If the insured interest does not exist at the commencement of the insurance or, if the insurance is taken out for a future business or otherwise for a future interest, the interest does not come into existence, the policyholder is released from the obligation to pay the premium; the insurer may demand a reasonable business fee.
- (2) If the insured interest ceases to exist after the commencement of the insurance, the Insurer shall be entitled to the premium that it could have charged if the insurance had only been applied for up to the time when the Insurer becomes aware of the cessation of the interest.
- (3) If, after the commencement of the insurance, the insured interest ceases to exist as a result of an event of war or as a result of an official measure taken on the occasion of a war, or if the cessation of the interest is the unavoidable consequence of a war, the Insurer shall be entitled to only that part of the premium which corresponds to the duration of the risk.
- (4) In the cases of paras. 2 and 3, the parts of the premium to be refunded to the policyholder shall be paid only after the end of the war.
- (5) (Note: repealed by BGBl. No. 509/1994)

#### § 69

- (3) 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.
- (4) The transferor and the transferee are jointly and severally liable for the premium for the insurance period in force at the time of the transfer.
- (5) 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 German Civil Code shall apply mutatis mutandis.

#### § 70

- (1) The insurer is entitled to terminate the insurance relationship with the purchaser subject to one month's notice. The right of termination expires if the insurer does not exercise it within one month from the time at which it became aware of the sale.
- (2) The purchaser is entitled to terminate the insurance relationship; the termination can only be made 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 remain in force until the expiry of one month from the time when the acquirer became aware of the insurance.
- (3) If the insurance relationship is terminated on the basis of these provisions, the seller shall pay the premium to the insurer; the purchaser 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 indemnification owed to the insurer. The same applies if, at the time of the occurrence of the insured event, the period for giving notice to the insurer has expired and notice has not been given.

#### § 150

- (1) The insurance covers the judicial and extrajudicial costs incurred in defending against the claim asserted by a third party, insofar as the incurrence of the costs is required by the circumstances. This also applies if the claim proves to be unfounded. The insurance also covers the costs of defense in criminal proceedings initiated for an act that could result in the policyholder's liability to a third party, provided that these costs were incurred on the instructions of the insurer. The Insurer shall advance the costs at the request of the Insured.
- (2) If a sum insured has been determined, the insurer shall also reimburse costs incurred in a legal dispute conducted at his instigation and costs of defense pursuant to para. 1 sentence 3 to the extent that they exceed the sum insured together with the other indemnification. The same applies to interest which the policyholder has to pay to the third party as a result of a delay in satisfying the third party caused by the insurer.
- (3) If the policyholder has the right to avert the enforcement of a court decision by providing security or a deposit, the insurer

shall provide the security or deposit at the policyholder's request. This obligation does not exceed the amount of the sum insured; if the insurer is liable for a higher amount according to para. 2, the additional amount shall be added to the sum insured. The insurer is released from the obligation if he acknowledges the third party's claim against the policyholder as well-founded.

#### § 158

- (1) If, after the occurrence of an insured event, the insurer has acknowledged its obligation to pay compensation to the policyholder or has refused to pay the compensation due, either party is entitled to terminate the insurance relationship. The same applies if the insurer instructs the policyholder to take legal action against the claim of the third party.
- (2) Termination is only permissible within one month of the recognition of the obligation to indemnify or the refusal to indemnify or of the entry into force of the final judgment in the legal dispute with the third party. The Insurer shall observe a notice period of one month. The policyholder may not terminate the contract for a date later than the end of the current insurance period.
- (3) (Note: repealed by BGBl. No. 509/1994)

#### § 158h

The provisions on the sale of the insured object shall apply *mutatis mutandis*.

### Excerpt from the Motor Vehicle Liability Insurance Act 1994

(KHVG - Federal Law Gazette I No. 651/1994 as amended by Federal Law Gazette I No. 245/2021)

#### § 9

- (1) Notwithstanding any agreement to the contrary, the insurer shall provide insurance benefits in each insured event up to the amount resulting from the following provisions (statutory sum insured).
- (2) Subject to paras. 5 and 6, the statutory sum insured is a lump-sum sum insured that includes bodily injury and property damage.
- (3) The lump sum insurance amount is
  1. for buses and coaches with no more than 19 seats (seated and standing) other than the driver's seat, and trucks with more than eight but no more than 19 seats other than the driver's seat, EUR 15 580 000,
  2. for buses and trucks with more than 19 seats, an additional 3,900,000 euros for each additional five seats or part thereof,
  3. 7,790,000 for bus trailers with no more than ten seats and an additional 3,900,000 for each additional five seats or part thereof,
  4. for all other vehicles 7,790,000 euros.
- (4) Within the lump sum insured, the following shall be covered in any case
  1. all personal injuries
    - a) for buses with no more than 19 seats (seated and standing) other than the driver's seat, and trucks with more than eight but no more than 19 seats other than the driver's seat, up to 14,240,000 euros,
    - b) for buses and trucks with more than 19 seats, up to 3,900,000 euros for each additional five seats or part thereof,
    - c) for bus trailers with no more than ten seats, up to EUR 6 450 000 and for each additional five seats or part thereof, up to an additional EUR 3 900 000,
    - d) for all other vehicles, up to 6 450 000 euros,
  2. all property damage up to 1 340 000 euros fully covered.

(5) In addition to the lump sum insured, the statutory sum insured for mere pecuniary loss is 80,000 euros.

- (6) For vehicles with which dangerous goods are transported in accordance with the regulations listed in § 2 no. 1 of the Dangerous Goods Transport Act, Federal Law Gazette I no. 145/1998, and which must be marked in accordance with these regulations, the statutory sum insured shall be
1. for the killing or injury of a person 7 790 000 euros,
  2. for the killing or injury of more than one person 15 580 000 euros,
  3. for property damage, a total of 15,580,000 euros,
  4. for mere pecuniary loss 80,000 euros.

#### § 14

- (1) The insurance contract ends when it
  1. started with a first of the month, 0 o'clock, one year after this date,
  2. has commenced at another time, with the next following first of the month, 0 o'clock, after the expiry of one year, unless a shorter term than one year has been agreed.
- (2) The insurance contract shall be renewed for one year at a time if it has not been terminated in writing at least one month before expiry. If the term is less than one year, the contract shall end without the need for termination.

#### § 14a

- (1) If the insurer exercises a right to unilaterally increase the agreed premium, the policyholder may terminate the insurance contract within one month. The period for exercising the right of termination shall commence as soon as the insurer has notified the policyholder of the increased premium and the reason for the increase. The termination shall become effective at the end of one month, but no earlier than the effective date of the premium increase.
- (2) In the notification, the insurer shall explain the reason for the increase to the policyholder in a clear and comprehensible manner. In addition, the insurer shall inform the policyholder of his or her right to terminate the contract if the premium increase is not merely based on the development of a consumer price index published by the Austrian Federal Statistical Office (§ 14b par. 1).

#### § 14b

- (1) In contractual premium adjustment clauses, a consumer price index published by the Federal Statistical Office of Austria may be used as a benchmark for premium changes. General provisions on contractual clauses providing for a change in the premium shall remain unaffected.
- (2) Premium increases based on contractual premium adjustment clauses can be made with legal effect at the earliest after one year from the start of the insurance and subsequently not at intervals of less than one year.
- (3) The declaration of a retroactive increase in the premium shall be ineffective; the declaration shall only take effect from its receipt by the policyholder.

#### § 16

The insurer shall, at the policyholder's request, issue at any time within two weeks a certificate stating the claims of injured parties covered within the last five years of the policy term or the absence of claims during this period.

#### § 24

- (1) If the Insurer is released from its obligation to indemnify the Insured in whole or in part, its obligation to indemnify the third party shall nevertheless continue.
- (2) A circumstance resulting in the non-existence or termination of the insurance relationship shall only take effect with regard to the third party after the expiry of three months after the insurer has notified this circumstance in accordance with § 61 par. 4 KFG 1967. The same applies if the insurance

relationship ends due to the passage of time. The period does not start before the termination of the insurance relationship.

- (3) The insurer's obligation to indemnify is limited to the scope corresponding to the provisions of this federal law. It does not exist insofar as another liability insurer is obligated to pay benefits.
- (4) Insofar as the insurer satisfies the third party on the basis of paragraph 1 or 2, the third party's claim against the policyholder shall pass to the insurer. The transfer cannot be asserted to the detriment of the third party.
- (5) Sections 158c and 158f of the Insurance Contract Act 1958 shall not apply.

### Extract from the Motor Vehicles Act 1967

(KFG - Federal Law Gazette I No. 267/1967 as amended by Federal Law Gazette I No. 62/2022)

#### § 2

- (1) For the purposes of this federal law
  - 4b. light quadricycle means a motor vehicle of category L6e as defined in Article 4(2)(f) of Regulation (EU) No 168/2013, OJ L 60, 2.3.2013, p. 52;
  - 4c. four-wheeled motor vehicle within the meaning of Regulation (EU) No 168/2013 means a motor vehicle of category L7e as defined in Article 4(2)(g) of Regulation (EU) No 168/2013;
  5. **Passenger car** means a motor vehicle (item 3) which, by virtue of its design and equipment, is intended exclusively or primarily for the carriage of passengers and, apart from the driver's seat, has seats for no more than eight persons;
  6. **A combination motor vehicle** is a motor vehicle (item 3) which, according to its design and equipment, is intended to be used either primarily for the carriage of passengers or primarily for the carriage of goods, and which, apart from the driver's seat, has seats for no more than eight persons;
  8. **Truck** means a motor vehicle (item 3) which, by virtue of its design and equipment, is intended exclusively or primarily for the carriage of goods or for towing trailers on land intended for vehicular traffic, even if in this case it has a restricted loading area, with the exception of articulated vehicles;
- 28a. Motor home means a special purpose M1 vehicle designed to accommodate persons and including at least the following equipment:
  - Table and seating
  - Sleeping accommodations that can also serve as seats during the day,
  - Cooking facilities and
  - Facilities for storing luggage and other items.This equipment shall be permanently installed in the living area, except for the table, which may be easily removable;

#### § 43

- (2) The registration of a motor vehicle or trailer expires when the owner of the registration has deregistered the vehicle with the authority in whose local area the vehicle is registered or in whose local area the owner has his residence. When deregistering, the registration certificate and the license plates must be surrendered. If, in the case of deregistration with a chip card registration certificate, this has not yet been delivered, it must be cancelled immediately upon receipt. The delivery does not constitute a claim for compensation. In the case of vehicles that were intended for commercial transport or commercial leasing without the provision of a driver, the authority must notify the competent statutory interest group of the deregistration.
- (1a) Motor vehicles of category M1 or N1 and three-wheeled motor vehicles, excluding three-wheeled motorcycles, which are

permanently withdrawn from circulation may only be deregistered if a certificate of destruction corresponding to an ordinance on waste prevention, collection and treatment of end-of-life vehicles pursuant to § 14 para. 1 of the Waste Management Act 2002, Federal Law Gazette I No. 102/2002, has been submitted to the authority or registration office for them. At the same time, the vehicle approval document shall be handed over and destroyed or cancelled and handed over again by the authority or registration office. The applicant shall declare to the authority or registration office whether the vehicle is permanently withdrawn from circulation. The destruction or invalidation of the vehicle approval document must be entered in the approval database.

- (1b) The joint institution of insurers authorized to operate compulsory motor vehicle liability insurance shall transmit to the Federal Minister of Agriculture, Forestry, Environment and Water Management, in electronic form, semi-annual data on the deregistration of those motor vehicles of class M1 or N1 and three-wheeled motor vehicles, excluding three-wheeled motorcycles, which have not been re-registered within six months.

#### § 52

- (1) The owner of the registration can deposit the registration certificate and the license plates for his vehicle for a certain period not exceeding one year at the authority in whose local area the vehicle is registered. In the case of a deposit with a chip card registration certificate, if this has not yet been delivered, the temporary paper copy and the license plate plates can be deposited for the time being. After receipt of the chip card registration certificate, however, the owner of the registration must also deposit it without delay. The deposit shall not affect the vehicle's admission to circulation (§ 36); however, it shall expire if the owner of the registration does not apply for the registration certificate and the license plates before the expiry of one year from the date of deposit or if he/she has not ordered their deposit again.
- (2) The registration certificate and the license plates may be returned after they have been deposited (para. 1) if there has been no revocation of the insurance confirmation last recorded in the central registration registry (§ 47 para. 4a). In this case, a new confirmation of insurance shall be submitted.

#### § 61

- (1) Upon request, the insurer shall issue to the policyholder, within five days after the assumption of the obligation under a compulsory motor third party liability insurance policy (§ 59), a confirmation of the assumption of such obligations, the insurance confirmation, free of charge, either electronically or in paper form.

#### § 83

Trailers with foreign license plates may only be towed by motor vehicles with domestic license plates if a license plate is attached to the rear of them in accordance with Section 49 (3) and the foreign license plate is covered by this plate. This shall not affect the provisions of customs law.

### Extract from the Remote Financial Services Act

(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 his contractual declaration until the expiry of the time limits specified in paragraph 2.
- (2) The withdrawal period is 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 for the retirement provision of individuals. In any case, the time limit is met if the withdrawal is declared in writing or on another

durable medium available and accessible to the recipient and this 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 from the time when the consumer is informed about the conclusion of the contract.
- (4) However, if the consumer has received the terms and conditions of the contract and sales information only after the conclusion of the contract, the withdrawal period shall commence upon receipt of all such terms and conditions and information.
- (5) Within the withdrawal period, the performance of the contract may be started only after the express consent of the consumer.

### **Excerpt from the Consumer Protection Act**

(KSchG - Federal Law Gazette I No. 140/1979 as amended by Federal Law Gazette I No. 109/2022)

#### **§ 1**

- (1) This main section applies to legal transactions in which
  1. on the one hand, someone for whom the business is part of the operation of his business (hereinafter referred to as the entrepreneur for short), and
  2. on the other hand, someone for whom this does not apply (hereinafter referred to as consumer for short) are involved.
- (2) An enterprise within the meaning of subsection (1)(1) is any permanent organization engaged in independent economic activity, even if it is not profit-making. Legal entities under public law shall always be deemed to be entrepreneurs.

### **Extract from Regulation (EU) No. 910/2014 of the European Parliament and of the Council of 23.07.2014 on electronic identification and trust services for electronic transactions in the internal market**

(OJ 257, 28.08.2014)

#### **Article 3**

For the purposes of this Ordinance, the following definitions shall apply:

12. "Qualified electronic signature" means an advanced electronic signature created by a qualified electronic signature creation device and based on a qualified electronic signature certificate.