

General Insurance Conditions

NÜRNBERGER Mountain and Winter Sports Protection Insurance*

The **insurer** is GARANTA Versicherungs-AG Österreich, Moserstrasse 33, 5020 Salzburg; a branch office of GARANTA Versicherungs-AG, Ostendstrasse 100, 90334 Nuremberg, Germany.

The main business activity of GARANTA Versicherungs-AG Österreich is the business of contract insurance, especially in the fields of accident, comprehensive motor vehicle insurance, fire and natural hazard losses, other material losses, liability for motor vehicles with their own drive, and general liability.

Assistance provider (service provider) is the Europ Assistance GesmbH, Kratochwjlestrasse 4, 1220 Vienna. This organises the assistance services on behalf of GARANTA.

The cited provisions of the Austrian Insurance Contract Act (*VersVG*) are reproduced in the appendix.

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* Insurer is GARANTA Versicherungs-AG Austria, Moserstrasse 33, 5020 Salzburg; phone 05 04487, fax 05 04487-850; commercial register number: FN 145878b, commercial register court: Salzburg regional court (*Landesgericht*); DVR: 0848042; UID: ATU56387500. GARANTA Versicherungs-AG Österreich is a branch office of GARANTA Versicherungs-AG, Ostendstrasse 100, D-90334 Nuremberg, Germany; registered office and registration court: Nuremberg HRB 6063. GARANTA is a company belonging to the NÜRNBERGER insurance group

Overview of insurance cover

"We bring you home"

Rescue of insured person or persons (also by helicopter)

Costs of search

Costs of rescue

Helicopter flight

Transport costs up to € 40,000.00

Stay at hospital of their choice for the insured person or persons

Costs for ambulance transport within Europe up to € 2,000.00

Return journey and accommodation of the insured person(s) and accompanying persons and transport of vehicle to home location

Costs for the journey home of the insured person(s) and the persons travelling with them

Costs for accommodation or cancellation

Costs for the return transport of a motor vehicle up to € 1,500.00

Costs of material

Replacement for the damaged equipment of the insured person(s)

Refund of borrowed equipment fee

Refund of unused lift fees of the insured person or persons up to € 1,500.00

"We will make you fit again"

Cosmetic surgery

Costs for cosmetic surgery on insured person or persons up to € 5,000.00

Refund of deductibles

Deductible for hospitalization

Deductible for spa treatment or rehab

Deductible for patient transports

Deductible for remedies

Prescription charges

Assumption of fees for physiotherapy

Travel costs for physiotherapy up to € 5,000.00

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Insurance cover (Article 1 - Article 4)

Article 1 What is insured? (Subject of the insurance)

Insurance cover exists in the event that the insured person or persons have either suffered an accident during their exercise of an alpine sport during leisure time and/or have gotten into an emergency in the mountains. The insurance cover applies to persons with due domicile (as defined by civil law) within the European union (excluding the Baltic states Estonia, Latvia, Lithuania), the EFTA states Iceland, Liechtenstein, Norway, the Balkan states Albania, Bosnia and Herzegovina, Kosovo, Croatia, Macedonia, Montenegro or Serbia.

Alpine sports are sports that are practiced in mountainous terrain, such as skiing, mountaineering and hiking, ski touring, snowshoeing, mountain-biking, trekking, rock climbing, Nordic skiing, snowboarding, bob, ski bob, skeleton or tobogganing; motocross, snowmobiles and quad bikes etc.

Mountain emergency is defined as situations in alpine, mountainous terrain that endanger the health or life of the insured person or persons.

Article 2 When does the insurance apply? (Time range in which the insurance is valid)

The insurance covers accidents and/or mountain emergency **Fehler! Verweisquelle konnte nicht gefunden werden.** that occur during the term of the contract (see policy), i.e. after activation of the insurance cover and payment of the premium (see **Fehler! Verweisquelle konnte nicht gefunden werden.**) and before expiry of the agreed contract period.

Article 3 Where does the insurance apply? (Local area in which the contract is valid)

The insurance is valid exclusively in Austria.

Article 4 What is not insured? (Risk exclusions)

The insurance cover does not cover accidents

1. that occur during the use of aeronautical equipment (such as paragliding, hang gliding, wing-suit gliding, base jumping etc.), during parachute jumps and during the use of aircraft;
2. during participation in motorsport competitions (also scoring rallies and rallies) and the associated training drives;
3. during the participation in regional, national or international competitions and official training for these events in the area of cycling, skiing, snowboarding, Nordic and alpine sports, snowboarding, freestyling, bobsleigh, skibob, skeleton or tobogganing runs;
4. which occur during the attempt to commit or the committing of judicial offenses by the insured person or persons, for which intentional misconduct is a characteristic of the offense;
5. which are directly or indirectly related to war events of any kind;
6. through civil unrest, if the insured person participated in it on the part of the troublemakers;
7. which are directly or indirectly caused by
 - any impact of nuclear, chemical or biological weapons,
 - by nuclear energy or
 - by the influence of ionizing radiation within the meaning of the Radiation Protection Act in the currently valid version
8. which the insured person or persons are suffering as a result of a disturbance of consciousness or a significant impairment of their mental capability through alcohol, narcotic drugs or medication. A substantial impairment occurs if the insured person or persons are in such a physical and mental condition that they can now longer master the alpine sport and valid legal provisions can not be adhered to.

The insurance benefits (Article 5 - Article 7)

Article 5 What benefits are insured in the "We bring you home" package?

1. Recovery and helicopter rescue

Recovery costs are costs for the necessary recovery and rescue of the insured person or persons if they have suffered an accident in the alpine terrain or if they are in trouble. An injury is not a requirement for the performance of the insurer.

Recovery costs include the proven costs

- of the search for the insured person or persons,
- the recovery incl. helicopter flight,
- in the event of an accident: of the transport to the hospital that is nearest to the location of the accident or
- in the event of mountain emergency: of the transport to the nearest road that is trafficable by motor vehicle.

The insurer refunds recovery costs up to a maximum of € 40,000.00.

2. Stay at hospital of their choice

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After an accident in alpine terrain, the insurer will pay for the costs of transport to a European hospital of the insured person's choice up to a maximum of € 2,000.00.

The cost of ambulance transport will be fully covered up to this amount if the organization has been handled through GARANTA (assistance provider). Otherwise, only those costs that would have been incurred by GARANTA during organization will be reimbursed.

3. Transport of the vehicle to home location, return journey and accommodation for the insured person or persons and accompanying persons

3.1 Transport to home location of motor vehicle and person or persons: If the trip to the scene of the accident or to the place where the mountain emergency occurs was conducted with a motor vehicle steered by the insured person or persons and none of the persons travelling along can drive this car instead of the insured person (as defined by Section 58 of the road traffic regulations (StVO) – appropriate physical and mental condition, condition of the vehicle and the existence of the appropriate driving license), the insurer shall refund

3.1.1 the actual costs for the journey home of the insured person or persons and the persons travelling with them up to maximum € 600.00.

3.1.2 the actual costs for the transport of the motor vehicle to the home of the insured person or persons and the persons up to maximum of € 500.00.

The costs will be fully paid up to these amounts if the organization of the return transport has been handled by GARANTA (assistance provider). Otherwise, only those costs that would have been incurred by GARANTA during organization will be reimbursed.

3.2 Accommodation costs: If the insured person or persons cannot undertake the return trip on the day of the accident/event due to an accident or shortage of time, the insurer will refund the actual costs for an unplanned overnight stay of the insured person or persons and the accompanying persons up to a maximum of € 400.00.

3.3 Costs for the cancellation of already booked overnight stays: If the insured person or persons cannot claim for accommodation already booked due to an accident or a mountain emergency, the insurer will refund the actual costs for the cancellation of this overnight stay for the insured person or persons and all fellow travellers up to a maximum of € 400.00.

Due to an accident in the alpine terrain or a mountain emergency of the insured person or persons, the insurer covers the costs actually incurred for all the benefit modules listed in point 3 up to a maximum of € 1,500.00.

4. Reimbursement of cost of materials:

4.1 damaged equipment: if equipment of the insured person or persons is damaged or destroyed by an accident, the insurer will refund

4.1.1 the current market value for the destroyed objects or

4.1.2 the necessary costs for repairing damaged items, but not in excess of the current market value

Damages as defined by this provision are deemed to exist if the insured object suffers an impairment due to an insured event, which results in a reduction in the functionality or a reduction in the useful life. Visual impairment due to use, wear, etc. shall not be considered as damage.

Current market value is the amount that is generally required to purchase new items of the same type and quality in Austria, less any amount corresponding to the condition (age, wear, etc.) of the items.

4.2 Refund of lift and rental fees: If the insured person or persons are no longer able to exercise the sport during the insurance period due to an accident, the insurer will reimburse

4.2.1 the aliquot for items equipment and/or

4.2.2 the aliquot costs for lift ticket(s), ski pass(s), mountain railway ticket(s)

which were already booked or paid before the accident and can no longer be claimed after the accident. The refund is limited to the insured period (see policy), replacing the costs/fees for the remaining term including the day of the accident.

If a premature return of the ticket/equipment is possible for a fee, the insurer will take over the cancellation costs incurred by the return.

Due to an accident in the alpine terrain of the insured person or persons, the insurer covers the costs actually incurred for all the benefit modules listed in point 4 up to a maximum of € 1,500.00.

Article 6 What benefits are insured in the "We will make you fit again" package?

1. Cosmetic surgery:

If the body surface of the insured person or persons is damaged or deformed by an accident in such a way that the external appearance of the insured person or persons is permanently impaired after completion of the treatment and the insured person or persons decide to undergo cosmetic surgery for the purpose of removing scarring or impairment caused by the accident, the insurer shall assume responsibility for the costs of the surgery and for the clinical treatment in connection with

- Costs for surgery
- Costs for medical fees, medicines, bandages and other medically prescribed remedies

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- Cost of accommodation and meals in the clinic

The cost of cosmetic surgery incurred until the end of the third year following the accident will be reimbursed up to € 5,000.00.

2. Refund of deductibles from the statutory social insurance:

The insurer shall refund the deductibles of the statutory health insurance to be borne by the insured person or persons for the following medically necessary measures resulting from the accident:

- 2.1 **Hospitalization:** the insurer shall reimburse in full the deductible of the statutory health insurance for inpatient stay.
- 2.2 **Stay at spa or rehab:** in the case of a stay at a spa or rehab center approved by the statutory social insurance, the insurer shall pay the full amount of the additional payment for the term of a spa or rehabilitation stay.
- 2.3 **Ambulance transports:** deductibles for ambulance transports are refunded up to a maximum of € 100.00.
- 2.4 **Remedies:** deductibles and additional payments for remedies will be refunded up to a maximum of € 2,000.00.
- 2.5 **Recipe fees:** the insurer reimburses the insured person for the recipe fees up to a maximum of € 100.00.
- 2.6 **Physiotherapy:** the insurer covers the costs for physiotherapeutic treatments up to a maximum of € 1,500.00. Furthermore, the insurer will refund the costs for the travel to physiotherapy up to € 300.00

Due to an accident in the alpine terrain of the insured person or persons, the insurer covers the costs actually incurred for all the benefit modules listed in point 2 up to a maximum of € 5,000.00.

Article 7 Which other benefits does the insurer provide?

1. Costs

GARANTA assumes the necessary costs incurred to fulfil the obligations specified in Article 9 Item 2 and 3.

2. Assistance services

The Assistance Center, which is commissioned by the insurer, accepts reports of accidents at any time, even outside normal business hours, informs the insurer and provides assistance.

The Assistance Center organizes the services in accordance with Article 5 items 1, 2 and 3.

The insured event (Article 8 - Article 11)

Article 8 What applies as insured event?

- Insured event is the occurrence of a recreational accident in alpine (mountainous) terrain.
 - An accident occurs when the insured person or persons involuntarily suffer damage to health as a result of an event that suddenly affects them from the outside (accident).
 - The following events are also considered to be an accident: dislocations of limbs as well as strains and tears of muscles and tendons, ligaments and capsules located on the extremities and the spine, as well as meniscal injuries.
- The Assistance Center organizes the services in accordance with Article 5 Items 1, 2 and 3. Mountain emergency is defined as situations in alpine, mountainous terrain that endanger the health or life of the insured person or persons.

Article 9 What needs to be considered after the occurrence of the insured event? (Obligations)

Obligations the violation of which release GARANTA from the duty to provide services in accordance with Section 6 (3) Insurance Contract Act (*VersVG*) (see Appendix), are:

- Accident report:** an accident must be reported to GARANTA or the assistance provider without undue delay, at the latest within one week, by phone or in writing (in electronic form or by post). In addition, GARANTA must be provided with all relevant information requested.
- Authorizations:** the insured person or persons must authorize all authorities involved in the insured event and doctors and/or hospitals, as well as social and private insurers to provide the information requested by GARANTA or the Assistance center.
- Medical Examination:** GARANTA may require that the insured person or persons to be examined by the doctors designated by GARANTA or by the assistance provider.
- Original receipts:** for the benefits according to Article 5 Item 1, 2, 3 and 4 as well as Article 6 Item 1 and 2, the original receipts are to be submitted to GARANTA.

Article 10 What applies if, in the case of an insured event, benefits can be claimed from other insurance companies or other third parties? (Subsidiarity and Regression)

- All insurance benefits are subsidiary. They are therefore provided then only to the extent and insofar as it is not possible to obtain compensation from existing insurance contracts with other private or social insurance companies.

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2. If, due to statutory provisions and/or contractual agreements, claims for compensation are made against other insurance companies or social insurance funds or other third parties (transport companies, automobile clubs, accommodation services, etc.), then the insured person or persons are obliged to assign the claim to the insurer in the event of GARANTA's performance.
3. If the assistance provider provides benefits from the insured event, GARANTA will pay in advance and then request that these expenses be reimbursed in accordance with Item 2 through the regress path.

Article 11 When and under what conditions will the compensation be paid out?

1. The insured person or persons can assert their claims directly with the insurer. If the insurer's obligation to pay is determined in terms of principle and amount, the compensation payment is due and payable.
2. If police or regulatory inquiries have been initiated because of a claim, the insurer reserves the right to wait for the result.
3. Section 12 VersVG applies to limitation (see appendix).

The insurance relationship (Article 12 - Article 19)

Article 12 What applies as insurance period, when is the premium payable and when does the insurance cover begin?

1. The insurance period starts at the selected conclusion point (date and time) and ends automatically at the end of the selected period.
2. The one-time premium, including fees and insurance tax, is payable by the policyholder immediately upon conclusion of the contract by means of the payment options offered in the conclusion process. By paying the premium, the insurance cover is activated for the selected term. The policyholder is informed about the success of the payment during the payment process. For the consequences of late payment of premiums, Sections 38ff VersVG apply (see appendix).

Article 13 Who is entitled to the exercise of rights from the insurance contract; who has to fulfil the obligations from the insurance contract? (Legal status of the persons involved in the contract)

1. The winter sports insurance can be taken out for accidents that occur to the policyholder or to accidents that occur to another person. In case of doubt, an insurance against accidents that occur to the other person are considered as taken out for the account of the other person. The provisions of Sections 75 ff VersVG, insurance for third-party account, are to be applied with the proviso that the exercise of the rights from the insurance contract is assigned exclusively to the policyholder.
2. All provisions made for the policyholder also apply mutatis mutandis to the insured person or persons and those persons who assert claims under the insurance contract. These persons are responsible in addition to the policyholder for the fulfilment of the obligations, the obligation to reduce losses and the obligation to rescue.

Article 14 Which law applies? What are the contractual bases?

1. The insurance contract is governed by the law of the Republic of Austria.
2. The contract is based on the policy, the agreed tariff, the general conditions of insurance, the special agreements and other supplements to the policy. Unless otherwise agreed, the corresponding Austrian legal provisions apply, in particular the Insurance Contract Act, the General Civil Code and the Consumer Protection Act (KSchG).

Article 15 Where can claims be made legally enforceable against the insurance contract? (Place of jurisdiction)

1. Claims existing against us under your insurance contract may be asserted against us at the local court of our place of business. If your insurance has been brokered through an insurance agent, the court of the place where the agent established his commercial business or, if he did not do so, his domicile may also be called. Insofar as a place of jurisdiction can be legally agreed, our place of business is deemed to be the sole place of jurisdiction.
2. We may bring actions against the policyholder (pursuant to Section 14 KSchG) in the court responsible for his domicile.

Article 16 In what form are declarations to be submitted?

All statements of the insured person or persons are valid if they are made in written form (electronically, by fax or by post) and have arrived at GARANTA.

Excluded from this are grants of authorizations/powers of attorney for which the personal signature of the insured person or persons is necessary.

All statements made by GARANTA are also in writing in electronic form. Statements made to the policyholder become effective if they have been received at the e-mail address notified to GARANTA. When policyholders change their address, they must notify GARANTA of the new address. Otherwise, GARANTA will validly address its statements to the last known e-mail address.

Article 17 Language

All information and contract documents are issued in German. Communication with the customer during the term of the contract is also exclusively in German.

Article 18 Supervisory authorities

Federal Financial Supervisory Authority (BaFin) - Insurance and Pension Fund Supervision
Graurheindorfer Strasse 108
D-53117 Bonn

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Article 19 Access to appeal proceedings

Appeal bodies:

- a) Information about the internal appeal proceedings of GARANTA as well as an electronic contact form can be found at <https://www.garanta.at/beschwerden.html> (menu item Service / Complaints). You can reach us by phone at 05 04487.
- b) Verband der Versicherungsunternehmen Österreich, Schwarzenbergplatz 7, 1020 Vienna, Tel.: 01 / 71156-250; e-mail: info@vvo.at
- c) The Insurance Ombudsman Association (*Versicherungsbund e.V.*); PO Box 080632, D-10006 Berlin
- d) You can also address your complaints to the Federal Ministry of Labour, Social Affairs, Health and Consumer Protection.
- e) In the event of disputes, you also have the option of contacting the Consumer Conciliation Agency (*Schlichtungsstelle für Verbrauchergeschäfte*) www.verbraucherschlichtung.at. Companies are not obligated to participate.
- f) You also have the right to take legal action.

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Appendix

Extract from the Austrian Insurance Contract Act 1958 (VersVG)

Section 6 (1) If it is stipulated in the contract that in case of breach of an obligation to be fulfilled by the insurer prior to the occurrence of the insured event, the insurer shall be exempted from the obligation to performance, the agreed legal consequence does not apply if the breach is to be regarded as a non-culpable one. The insurer may terminate the agreement within one month after becoming aware of the breach without observing a notice period, unless the breach is considered a non-culpable breach. If the insurer does not terminate within one month, he can not invoke the agreed exemption from performance.

- (1a) In the event of a breach of an obligation that is intended to maintain the risk-premium equivalence on which the insurance contract is based, the agreed exemption from performance also only occurs to the extent that the agreed performance falls short of the premium intended by the tariff for the higher risk. In the case of breach of obligations with regard to other mere reports and notifications that have no influence on the assessment of the risk by the insurer, exemption from performance only occurs if the obligation has been intentionally violated.
- (2) If an obligation is breached that the policyholder has to meet in order to reduce the risk or prevent an increase in the risk to the insurer, irrespective of the applicability of paragraph 1a, the insurer may not invoke the agreed exemption from performance if the breach has no influence on the occurrence of the insured event or if it has not had any influence on the scope of performance to which the insurer is obligated.
- (3) If the exemption from performance is agreed for the event that an obligation is breached which was to be performed toward the insurer after the occurrence of the insured event, the agreed legal consequence does not apply if the breach is not based on either intentional misconduct or on gross negligence. If the obligation is not violated with the wilful intent to affect the insurer's obligation to pay or to affect the determination of such circumstances which are clearly relevant to the insurer's obligation to pay, the insurer shall remain obligated to the extent that the breach does not relate to the determination of the insured event or to the extent that it has not influenced the determination or the scope of the insurer's performance.
- (4) An agreement according to which the insurer is to be entitled to withdraw in case of a breach of an obligation is invalid.
- (5) The insurer may only derive rights from the negligent breach of an agreed obligation if the policyholder has previously received the insurance conditions or another deed in which the obligation is communicated.

Section 12 (1) The claims from the insurance contract become time-barred in three years. If the claim is attributed to a third party, the a) limitation shall commence as soon as this party has become aware of its right to the insurer's benefit; if the third party was not aware of this right, its claims only become time-barred after ten years.

- (2) If a claim of the policyholder has been filed with the insurer, the limitation shall be suspended pending the receipt of a written decision by the insurer, which is at least based on the citation of fact that currently substantiates rejection and justifies the legal or contractual provision. After ten years, however, limitation occurs in any case.
- (3) The insurer is exempted from the performance obligation if the claim to the performance is not asserted in court within one year. The period shall not commence until after the insurer has refused the claim to the policyholder in a manner consistent with paragraph 2 and by indicating the legal consequences of the expiration of the period; the insurer shall be blocked for the period of settlement negotiations concerning the claim made and for the period in which the policyholder is prevented through no fault of his or her own from the punctual judicial assertion of the claim.

Section 38 (1) If the first or one-off premium is not paid within 14 days of 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 provided the payment has not been effected. It is considered a withdrawal if the claim on the premium is not asserted in court within three months from the due date.

- (2) If the first or one-time premium has not yet been paid at the time of the occurrence of the insured event and after expiry of the period of paragraph 1, the insurer shall be exempted from the obligation to pay, unless the policyholder was prevented from paying the premium on time through no fault of his or her own.
- (3) The request for payment of the premium has the remedies provided for in paragraphs 1 and 2 only if the insurer has informed the policyholder of this.
- (4) The non-payment of interest or costs does not trigger the remedies of paragraphs 1 and 2.

Section 39a(1) If the policyholder is not in default with more than 10% of the annual premium, and by not more than € 60, the intended exemption from performance of the insurer under Section 38 or Section 39 shall not come into effect.

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