

## Article 1: Introductory provisions

1. This "Insurance" is subject to Austrian law. It is subject to the General Civil Code, the Insurance Contract Act and these Terms and Conditions of Insurance (hereinafter referred to as "Terms and Conditions of Insurance").

## Article 2: General provisions

1. **Insurer:** The insurer is Lloyd's Insurance Company S.A., a Belgian limited liability company (société anonyme / naamloze vennootschap) with its registered office at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium, registered with the Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels). It is an insurance company subject to the supervision of the National Bank of Belgium. Its reference number and further details can be found at [www.nbb.be](http://www.nbb.be). The internet address of the insurer is: [www.lloyds.com/brussels](http://www.lloyds.com/brussels), e-mail: [enquiries.lloydsbrussels@lloyds.com](mailto:enquiries.lloydsbrussels@lloyds.com), (hereinafter referred to as "insurer" or "we" or "our").
2. **Administrator:** The company managing the insurance is DEFEND INSURANCE Sp. z o.o., with its registered office at 40-568 Katowice, ul. Ligocka 103, Poland, registered in the National Court Register, 8th Commercial Division of the District Court in Katowice-Wschod, under KRS number 0000228653, with NIP number 2050001853 and registered with the Financial Supervision Commission. This company acts on the basis of a written power of attorney from the insurer as its representative in the fulfilment of its obligations under the insurance (hereinafter referred to as the "Administrator"). This includes in particular the authorization to conclude the insurance contract on our behalf, to administer the insurance, to make changes to the insurance and other matters.  
Correspondence address: DEFEND INSURANCE Sp. z o.o. Wienerbergstraße 11/12a, 1100 Vienna, Austria (No business operations take place at this address and it serves exclusively as a postal delivery point for policyholders).
3. **Claims handler:** The company handling the claims settlement is DEFEND INSURANCE HOLDING s.r.o., ID No.: 24123480, with its registered office at Roztylska 1860/1, 148 00 Prague 4 - Chodov, Czech Republic, registered in the Commercial Register of the Municipal Court in Prague, Section C, Insert 180675. This company acts on the basis of a written mandate from the insurer as its representative in the fulfilment of its obligations arising from the settlement of all insurance claims (hereinafter referred to as the "claims handler").

## Article 3: Conditions for the conclusion of the insurance contract

1. The insurance can only be taken out by the person named as the main driver in the rental agreement.
2. The main driver and the additional drivers must be between 25 and 84 years old, have a valid driving license and be resident in Austria at the time the insurance contract is concluded.
3. The start date of the insurance must be prior to the start date of your rental agreement and the terms and conditions specified in the insurance contract must be met.  
The specified insurance period may not be shorter than the duration of your rental contract.
4. No insurance can be taken out for a hire vehicle that is more than 10 years old or whose value exceeds EUR 70,000.

## Article 4: Interpretation of terms

1. For the purposes of the insurance, the following terms have the following meaning:
  - a. **The policyholder** is a natural person who has concluded an insurance contract with the insurer and from whom the insurer is authorized to charge premiums. At the same time, he/she is the main driver in the rental contract and must fulfil the conditions for admission to the insurance specified in Article 3 of the Terms and Conditions of Insurance. It may also be referred to as "you" or "your".
  - b. **The main driver** is the policyholder who has concluded the rental agreement in which he is named as the main driver. The insured person is the main driver and the additional drivers named in the rental agreement.
  - c. **The insured person** is the natural person whose risk of loss is covered by the insurance for the duration of the insurance.
  - d. **Insured event** means a fortuitous and unexpected event caused by an insured peril that results in the policyholder being obliged to pay an excess for damage or impairment to the hire vehicle that occurs during the period of insurance. An accidental and unexpected event is not an event caused by an intentional act of the policyholder, the insured person or persons close to him.
  - e. **Additional drivers** are the persons (maximum 5 persons) listed as additional drivers in the rental agreement. The additional drivers must fulfil the requirements for inclusion in the insurance in accordance with Article 3 of the insurance conditions.
  - f. **Insurance conditions** These are the insurance conditions, which contain important information about the insurance and any exclusions.
  - g. **The insurance contract** is a contract between us and you that contains the information you provided when you took out the insurance. information as well as the scope, duration and conditions of the insurance.
  - h. **A car rental company** is a company that, with a valid license from the supervisory authority of the country in which it operates, operates a

car rental business and rents out the vehicles it operates for a fee. **Car rental** does not mean the sharing of a vehicle through any form of car sharing (e.g. road trip car sharing, free-floating car sharing, peer-to-peer car sharing, etc.).

- i. **Insured risks** are possible causes for the occurrence of an **insured event**. An **insured risk within the meaning of the insurance conditions** is the effect of external influences caused by fire, natural events (e.g. hail, falling trees), vandalism, accident or theft (including attempted theft) that cause external damage such as scratches, scuffs or dents to **your hire vehicle**. An **insured risk** is also **incorrect refuelling or lost or stolen keys**.
- j. **Incorrect refuelling** means that the wrong fuel has been filled into the **rental vehicle**.
- k. **Excess** is the amount specified in the **rental agreement** that you have to pay to the **landlord** in the event of an **insured risk**.
- l. **Loss, theft or damage to keys** means loss, theft or accidental damage to the key that remote control or the card used to lock and unlock the rented vehicle.
- m. **Rental agreement** is the rental agreement for **the rental vehicle** concluded between the **main driver** and the **rental car company (car hire company)**, in which the amount of the **excess** to be paid by the **insured person** is specified.
- n. **Rental vehicle** is a regular passenger vehicle with a maximum of 7 seats and a weight of up to 3.5 tons, which is operated by the **car rental company** and rented by the **policyholder on the basis of the rental agreement**. The **rented vehicle**, which is rented at the time the **rental agreement** is concluded,
  - is NOT older than 10 years;
  - has a value of NOT more than EUR 70,000;
  - It is NOT a motorhome, trailer or caravan, van, utility or goods vehicle, two or three-wheeled vehicle, off-road vehicle or sports vehicle.
- o. **Travel** means the term of the **rental agreement**.
- p. **The insurance term** is the period agreed in the **insurance contract** for which the premium is payable and for which insurance cover is provided. The **insurance** can be taken out as follows:
  - "**Single trip insurance**" - i.e. for one **trip**, whereby the duration of the **trip** may not exceed the duration of the **insurance period** and may not exceed a total of 62 days; or
  - "**Annual insurance**" - i.e. for a fixed term of 12 months; in the case of repeated **trips**, the duration of each individual **trip may not exceed 12 months**.
    - do not exceed 62 days during the **insurance period**. The **insurance** applies to all **journeys** made during the **insurance period**. The individual **trips** must not overlap.
- q. For the purposes of the **insurance terms and conditions**, an **electronic signature** is a signature by entering a unique SMS code that is sent to the mobile phone specified by the **policyholder** when taking out the **insurance**.
- r. **The limit of the insurance benefit** is the maximum amount of the insurance benefit for an **insured event**. The amount is specified in Article 6 of the **Terms and Conditions of Insurance**.
- s. **The total limit** is the maximum amount of insurance benefits for all **insured events** within the scope of the **insurance contract**. The amount is specified in Article 6 of the **insurance conditions**.
- t. **An act of terrorism** is an act involving, inter alia, the use of coercion and/or violence or the threat of coercion and/or violence by a person or group (groups), whether acting alone, on behalf of or in association with one or more organizations or one or more governments, committed for political, religious, ideological or similar reasons, including the intention to influence a government and/or to create fear among the public or sections of the public.
- u. "**We**" or "**Our**" means **Lloyd's Insurance Company S.A.**
- v. "**You**" or "**your**" refers to the person who has taken out this **insurance as the policyholder** in the insurance policy and must also be named as **the main driver** in the **rental agreement**.

## Article 5: Commencement, duration and termination of the insurance

1. The start and end of the **insurance** are specified in the **insurance policy**. The **insurance** is concluded for a specific period (insurance period).
2. **The insurance contract** is concluded:
  - by the policyholder signing the **insurance policy** in the form of an **electronic signature**; or
  - by payment of a single premium. In this case, payment of the premium is deemed to be the conclusion of the **insurance policy**. If the premium is not paid within the agreed period, the **insurance** is never concluded.
3. **The policyholder shall** receive all documents at the e-mail address stated in the **insurance policy** (provided that electronic communication has been agreed in accordance with § 5a VersVG).
4. The insurance cover begins at the start of the **insurance period** and ends on the last day of the **insurance period**.
5. **The insurance** ends in the cases provided for in the Insurance Contract Act or the General Civil Code, in particular in one of the following ways:
  - a. the expiry of the **insurance term** specified in the **insurance contract**;
  - b. by agreement between the **insurer** and the **policyholder**;

- c. by cancelling the **insurance contract** in writing (e.g. letter, fax, e-mail) within 14 days without giving reasons. The **insurance contract is cancelled from the outset**. Any insurance cover already granted and future obligations arising from the insurance contract shall end with the cancellation. The cancellation period begins with the notification of the conclusion of the insurance contract (= sending of the insurance policy), but not before the policyholder has received the insurance policy and the insurance conditions, including the provisions on the determination or amendment of premiums and these instructions on the right of cancellation, and is maintained if the cancellation is sent to the **administrator** within this period and the **administrator** actually receives the cancellation. In this case, you are entitled to a full refund of the premium paid, unless we have already granted cover. This is the case if the date of collection of **the hire vehicle** in accordance with the **hire contract** has passed or you have not started the **journey**. The **insurance contract** concluded by means of distance selling cannot be cancelled if it was concluded for a period of less than one month.

## Article 6: Scope of the insurance and benefit limits

1. **The insurance** only covers an active **rental contract** at any time during the **insurance period**.
2. **The insurance** applies to the **rented vehicle** if it is operated in the territory specified in the **insurance contract**. This is one of the following territory variants:
  - Europe: i.e. the countries of the European continent as well as Morocco, Tunisia, Turkey and Israel, with the exception of **journeys** within Ukraine, Russia and Belarus, or
  - The whole world: i.e. all countries in the world, except for **travel** to or within Afghanistan, Belarus, Cuba, Congo, Iran, Iraq, Ivory Coast, Liberia, North Korea, Myanmar, Russia, Ukraine, Sudan, South Sudan, Syria or Zimbabwe.
3. The insurance benefit is paid up to the **limit of the insurance benefit**, which is EUR 7,000 for **single trip insurance**. In the case of **annual insurance**, this limit of the insurance benefit can be claimed repeatedly, but the limit is **Total limit EUR 7,000**.
4. **The insurance** covers **insured events** that result in you becoming liable to pay **the car hire company**:
  - Damage to the **rental vehicle**, including damage to windows, windscreen, tires and wheels, headlights, chassis or roof;
  - Loss of the ability to use the **hire vehicle** due to damage;
  - the costs of towing **the hire vehicle** in connection with the damage.
5. Reimbursement of the following costs in connection with **an insured risk**:
  - **Incorrect refuelling** - the costs reasonably incurred for cleaning the engine and fuel system or the costs of towing **the rental vehicle** in connection with the incident. The **limit of cover is EUR 500 per insured event**. The **total limit is EUR 2,000**.
  - **Lost or stolen keys** - the costs reasonably incurred to replace **lost or stolen keys**, including the cost of replacement locks and locksmiths. The **limit of cover is EUR 500 per insured event**. The **total limit is EUR 2,000**.
6. The insurance benefit shall be paid out in EUR. If the payment under the rental agreement was made in another currency, the amount of the insurance benefit in EUR shall be converted into euros on the basis of the exchange rate of the Austrian National Bank valid at the time the insurance agreement was concluded.

## Article 7: What the insurance does not cover / What is not insured

1. **The insurance** does not cover it:
  - a. Costs or charges that are not directly related to external damage to the **rental vehicle**, in particular costs for the repair of a mechanical or electrical defect in the **rental vehicle** or costs for the replacement of parts that have to be replaced due to wear and tear;
  - b. rented vehicles such as caravans, trailers or mobile homes, vans, commercial vehicles, lorries, two- or three-wheeled vehicles Vehicles, off-road vehicles or sports cars, vans or other vehicles with more than 7 seats or vehicles over 3.5 tons or older than 10 years or with a value of more than EUR 70,000 at the time the **rental agreement is concluded**;
  - c. any rental of a private vehicle or a vehicle that is not operated **by a car rental company** with a valid license;
  - d. Car-sharing or car-pooling. These include, in particular, return journey car sharing and free-floating car sharing, Peer-to-peer car sharing and so on.
  - e. **main driver** or **additional driver** if they fulfil the conditions for inclusion in the **insurance** in accordance with Article 3 of the do not fulfil the **insurance conditions**;
  - f. Claims if the rental agreement is concluded for a period of time:
    - a. which is longer than the **period of insurance**; or
    - b. which is more than 62 days for **single trip insurance**; or
    - c. which is more than 62 days for the **annual insurance**.

- g. Claims arising from wilful injury or under the influence of alcohol or drugs (with the exception of medication taken as part of a medically prescribed and ordered treatment, but not for the treatment of drug addiction);
- h. Damage caused by knowingly exposing oneself to danger, unless one is trying to save human life;
- i. Damage to property or costs insured with another insurer and the full amount of the claim has been paid under the insurance contract with the other insurer;
- j. Damage resulting from the operation of **the rental vehicle** in breach of the terms of **the rental agreement**, including the transport of contraband or illegal trade;
- k. Any fees for credit card transactions in foreign currency;
  - l. In cases where the costs are covered, waived or paid by the **lessor** or his insurer or the liability insurer of the vehicle involved;
- m. Damage to cars or other vehicles that are not **the rental vehicle**;
- n. Damage caused by wear and tear, insects or pests;
- o. Damage to or loss of the interior fittings or vehicle accessories of **the hire vehicle** (e.g. roof box, navigation system, child seat, etc.);
- p. Damage to the **hire vehicle** caused by a driver other than the **main driver** or the **additional drivers**;
- q. Costs covered by the insurance company of the **insured person's** employer;
- r. Damage caused by driving off the road, on an unmade road or on a road not intended for vehicle traffic;
- s. All indirect costs that may arise as a result of damage to **the hire vehicle**, such as transport costs or the hire of a replacement vehicle;
- t. Damage caused by the **insured person** knowingly accepting the risk of possible damage to the  
**The customer should be aware of any warnings that have been issued for the rented vehicle**, for example warnings about deep water or the presence of animals that could cause damage;
- u. claims or benefits in accordance with the **insurance conditions**, if the granting of such insurance cover, the payment of such a claim or the provision of such a service would expose us to sanctions, prohibitions or restrictions under United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, the Republic of Ireland, the United Kingdom or the United States of America;
- v. a claim arising from the following circumstances:
  - a. War, invasion, acts of foreign enemies, hostilities or armed conflicts (with or without declaration of war), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an insurrection, or military coup;
  - b. **An act of terrorism**;
  - c. an act of war or an act of terrorism involving the use or threat of use of a nuclear weapon or device or a chemical or biological agent;
  - d. ionizing radiation or contamination by radioactivity from nuclear fuel or nuclear waste from the incineration of nuclear fuel.

## Article 8: Insurance premium

1. **Unless otherwise** agreed in the **insurance contract**, the premium is a single premium that is payable for the entire **insurance** period. **insurance term**. The amount of the premium is agreed in the **insurance contract**
2. Unless otherwise agreed in the **insurance contract**, the premium is payable on **the day the insurance policy commences**.

## Article 9: Procedure for claiming insurance benefits

In the event of a claim for insurance benefits, the policyholder must proceed as follows (obligation):

### Step 1 - Returning the hire vehicle

If the **rental vehicle** is damaged by **an insured risk** during the term of the **rental agreement**, it is

- necessary: to document the damage to the **hire vehicle** photographically;
- Check whether the **rental agreement** establishes an obligation to pay for the damage incurred;
- ask for a record of the incident and an invoice for the damage or a booking voucher proving payment of the damage (we recommend payment by credit card).

### Step 2 - Reporting a claim

All claims must be reported to **the Loss Adjuster**, whose contact details are listed below, within 31 days of the termination of **the rental agreement** under which the claim arose. Please contact us:

**DEFEND INSURANCE HOLDING s.r.o.**

Settlement of insurance claims

Wienerbergstraße 11/12a  
1100 Vienna  
Tel: +43 720 022147  
E-mail: [info@defendinsurance.at](mailto:info@defendinsurance.at)

Please state the number of the **insurance policy** when reporting.

### Step 3 - Providing the documentation

We need copies of these documents:

- **Rental agreement**
- Confirmation of payment for the rental of the **rental vehicle** (if not part of the **rental contract**)
- Police report, if the incident legally required the involvement of the police
- Photos of the damage to the **rental vehicle** (and pictures of the rental vehicle before the incident, if available)
- Event log from **car hire company**
- Damage Documents proving the amount of damage for which the **car hire company** has asked you to pay.
- Bank statement as proof of payment of the claimed amount
- Damage Bank account to which the insurance benefit is to be paid

If necessary, we may request further documents (e.g. a copy of your passport, driving license, etc.).

### Step 4 - Payment of the insurance claim

The insurer shall pay the insurance benefit by direct transfer to the bank account specified in EUR. The insurance benefit will be paid within 15 days of the conclusion of the investigation into the **insured event**.

#### Article 10: General obligations of the policyholder

1. The policyholder must provide **the loss adjuster with** all pertinent and truthful information and assistance requested.
2. No person is authorized to accept any liability on **our** behalf or to make any representations or warranties without **our** written consent. other obligations that bind **us**.
3. Failure to comply with the application procedure specified in Article 9 and the obligations specified in Article 10 (1) and (2) shall constitute a breach of obligation which shall result in a release from the obligation to pay benefits pursuant to § 6 (3) VersVG (obligation after occurrence of the insured event).

#### Article 11: Complaints and dispute resolution

We make every effort to provide you with a high level of service. Nevertheless, disputes or misunderstandings may occasionally arise. In this case, we offer options on how to deal with such cases.

##### 1. Complaint about the sale of the insurance and the product:

In the event of a complaint about the sale of the **insurance**, the processing or the product itself, you should contact the administrator:

###### **DEFEND INSURANCE Sp. z o.o.**

ul. Ligocka 103,  
40-568 Katowice, Poland  
Tel: +43 720 022147  
E-mail: [info@defendinsurance.at](mailto:info@defendinsurance.at)

Postal complaints can also be addressed to the following correspondence address (no business operations take place at this address and it serves exclusively as a postal drop-off point for policyholders).

###### **DEFEND INSURANCE HOLDING s.r.o.**

Wienerbergstrasse 11/12a  
1100 Vienna, Austria  
Tel: +43 720 022147  
E-mail: [schaden@defendinsurance.at](mailto:schaden@defendinsurance.at)

##### 2. Complaint about claims settlement:

In the event of a complaint about the settlement of the **insured event**, it is necessary to contact the **loss adjuster**:  
**DEFEND INSURANCE HOLDING s.r.o.**

Roztylska 1860/1  
148 00 Praha 4 - Chodov  
Czech Republic Tel: +43  
720 022147  
E-mail: [schaden@defendinsurance.at](mailto:schaden@defendinsurance.at)

Postal complaints can also be addressed to the following correspondence address (no business operations take place at this address and it serves exclusively as a postal drop-off point for policyholders).

**DEFEND INSURANCE HOLDING s.r.o.**

Wienerbergstraße 11/12a  
1100 Vienna, Austria  
Tel: +43 720 022147  
E-mail: [schaden@defendinsurance.at](mailto:schaden@defendinsurance.at)

**3. Procedure for handling complaints:**

- We will confirm receipt of the complaint in writing without delay, but within 2 working days at the latest;
- We will inform you of our decision in writing within 30 days of receipt of the complaint;
- If we are unable to resolve the complaint within this timeframe, we will notify the complainant in writing, stating the reasons, and endeavor to resolve the complaint within a further fifteen working days from that date.

**4. Other possibilities:**

If, despite the complaint being resolved, the complainant is still dissatisfied with the response to the complaint or the complaint is not resolved within the above-mentioned deadlines, he/she may also address his/her complaint to the Information and Complaints Centre of the Association of Austrian Insurance Companies (VVO, [www.vvo.at](http://www.vvo.at)), Schwarzenbergplatz 7, 1030 Vienna. The application of this procedure has no effect on the statutory rights of the insured person to take legal action.

5. If a dispute arises in connection with the **insurance contract**, the consumer can also contact the Complaints Office for Insurance Companies at the Federal Ministry of Social Affairs, Health, Care and Consumer Protection (address: Stubenring 1, 1010 Vienna, telephone: +43 1 71100-86251 or 862501, e-mail: [versicherungsbeschwerde@sozialministerium.at](mailto:versicherungsbeschwerde@sozialministerium.at)). For the conclusion of distance insurance policies, EU online dispute resolution at [www.ec.europa.eu/odr](http://www.ec.europa.eu/odr).

## Article 12: Legal and regulatory information

- 1. Premiums and claims - your rights:** The **administrator** and the **loss adjuster act** as **our** authorized representatives in handling the payment of premiums owed to **us** by **you** and in processing **claims**. This means that a premium paid by you to the **administrator** will be deemed to have been received by **us** and that a valid **claim** made to the **loss adjuster** will not be deemed to have been settled until the claim is paid into the required account.
- 2. Questions and changes:** For questions, requests for cancellation or changes to the **insurance**, please contact the **administrator** at **DEFEND INSURANCE Sp. z o.o.**, e-mail: [info@defendinsurance.eu](mailto:info@defendinsurance.eu), 40-568 Katowice, ul. Ligocka 103, Poland, correspondence address Wienerbergstraße 11/12a, 1100 Vienna, Austria (no business operations take place at this address and it serves exclusively as a postal drop-off point for policyholders) Tel.: +43 720 022147.
- 3. Applicable law:** The **insurance** is subject to Austrian law.
- 4. Language and communication:** All insurance documents and communication with you will be in German. We consider the written form and the written form as a letter by post, e-mail, fax.
- 5. Solvency report:** The report on the solvency and financial position of the **insurer** is available at [loydseurope.com/wp-content/uploads/2022/04/Lloyds-Insurance-Company-S.A.-Solvency-and-Financial-Condition-Report-2021-.pdf](http://loydseurope.com/wp-content/uploads/2022/04/Lloyds-Insurance-Company-S.A.-Solvency-and-Financial-Condition-Report-2021-.pdf)
- 6. Right of recourse:** In connection with any compensation paid under the insurance contract, the right to compensation or other rights against a third party shall pass to the **insurer**.
- 7. Service of process:** We agree that any summons, notice or document to be served on **us** for the purpose of instituting legal proceedings against the **insurer** in connection with this **insurance shall be** deemed to have been duly served if addressed to and served on the **administrator** authorized to receive such correspondence. By granting this authorization, **the insurer does not waive any** special time limits or periods to which we may be entitled for the service of such summonses, notices or judicial documents by reason of **the insurer's** domicile in Belgium.

## Article 13: Summary of the privacy notice

### Who we are

We are Lloyd's Insurance Company S.A., which is named as the **insurer** in the **insurance policy**.

## Basic information

We collect and use relevant personal data about **you** to provide insurance cover or benefits **to the insured person** and to enable us to fulfil our legal obligations and the obligations of other entities with whom we work as part of our insurance relationship.

This personal data includes details such as **your** name, address and contact details, as well as any other personal data we collect in connection with the insurance cover you have taken out. This information may include special categories of personal data (sensitive data) such as information about your health and any criminal convictions or personal documents.

In certain circumstances, we may need your consent to process certain categories of personal data about **you** (including the special categories of personal data listed above). Where we need **your consent**, we will ask for it separately. You do not have to give your consent and you can withdraw your consent at any time by emailing [data.protection@lloyds.com](mailto:data.protection@lloyds.com) (without affecting the lawfulness of processing based on consent before **its** withdrawal).

If you do not give or withdraw your consent, this may affect **our** ability to provide the cover you have claimed for and may prevent us from providing **you** with cover or processing **your claim**.

The way **insurance** works means that **your** personal data may be shared with and processed by a number of third parties in the insurance industry (both inside and outside Belgium and in the EU and beyond). For example, insurers, insurance agents or brokers, reinsurers, loss adjusters, subcontractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal data in connection with the insurance cover provided and to the extent required or permitted by law.

We do not retain **your** personal data for longer than is necessary to offer you the **insurance** brokered or to fulfil **our** legal, contractual or regulatory requirements.

## Do you need more information?

This summary of the privacy notice contains only an overview in summarized form of the information we have to give you about the processing of your data. The full and detailed information about how we process your personal data can be found in the full text of our Privacy Notice, which is available in the "Privacy Notice" section of **our website** at [loydseurope.com/privacy-notice/](https://loydseurope.com/privacy-notice/) or in other formats on request.

## Complaints, contacting us and the data protection authority and your rights

You have certain rights in relation to the data we hold about **you**, including the right to access your data. If you wish to exercise your rights, please contact us or visit the Privacy Notice section of our website [loydseurope.com/privacy-notice/](https://loydseurope.com/privacy-notice/) for full details. You can also contact our representative, the insurance intermediary: DEFEND INSURANCE Sp. z o.o., e-mail: [info@defendinsurance.eu](mailto:info@defendinsurance.eu), 40-568 Katowice, ul. Ligocka 103, Poland, correspondence address Wienerbergstraße 11/12a, 1100 Vienna, Austria (No business is conducted at this address and it serves solely as a postal drop-off point for policyholders), tel: +43 720 022147.

We may transfer **your** personal data to territories outside the European Economic Area ("EEA") and will ensure that it is treated securely and in accordance with applicable law.

You have the right to object to the processing of personal data concerning you for direct marketing purposes, the right to obtain a copy of the personal data we hold about **you**, **the right to have your data erased** (subject to certain exceptions), the right to have inaccurate data rectified or erased, the right to have incomplete data completed, the right to request that **we** provide a copy of **your** data to another data controller, and the right to lodge a complaint with the local data protection authority.

We will always inform you immediately about the processing of **your** enquiry.

You also have the right to contact the competent data protection authority, the Office for the Protection of Personal Data, the Austrian Data Protection Authority, Barichgasse 40-42, 1030 Vienna, phone: +43 1 521 52-25 69, e-mail: [dsb@dsb.gv.at](mailto:dsb@dsb.gv.at).

## Article 14: Final provisions

These insurance conditions come into force on 1 July 2023.

## Appendix: Reproduction of the legal provisions mentioned in the conditions

### Insurance Contract Act:

#### § 3 Insurance policy

(1) The insurer must send the policyholder a signed document relating to the insurance contract (insurance policy) on paper or electronically as a result of an agreement on electronic communication (§ 5a). A reproduction of the handwritten signature shall suffice. If the insurance contract relates to life, disability or pension insurance, the insurance policy must also be sent on paper despite the agreement on electronic communication. If the insurance policy is issued to the holder (§ 4 para. 1), it may only be transmitted on paper.

(2) If an insurance certificate has been lost or destroyed, the policyholder may request the insurer to issue a replacement certificate. If the insurance certificate is subject to cancellation, the insurer is only obliged to issue a replacement certificate after the cancellation.

(3) The policyholder may at any time request copies of the declarations he has made in relation to the contract. The insurer must draw the policyholder's attention to this right when sending the insurance policy. If the p o l i c y h o l d e r needs the copies in order to take actions vis-à-vis the insurer that are subject to a specific deadline, and if they have not already been provided to him by the insurer earlier, the deadline is suspended from the time the request is made until the copies are received.

(4) The costs of the replacement certificate and the copies shall be borne by the policyholder and paid in advance on request.

#### 5c Right of cancellation

(1) The policyholder may withdraw from the insurance contract within 14 days, in the case of life insurance within 30 days, without giving reasons.

(2) The period for exercising the right of cancellation begins on the day on which the insurance contract is concluded and the policyholder has been informed of this, but not before the policyholder has received the following information:

1. the insurance policy (§ 3),
2. the insurance conditions,
3. the provisions on the determination of the premium, insofar as this is not specified in the application, and on planned changes to the premium, and
4. information on the right of cancellation (para. 3).

(3) The cancellation notice to be issued pursuant to para. 2 no. 4 must contain the following:

1. Information about the cancellation period and its start,
2. the address of the recipient of the cancellation notice,
3. a reference to the provisions of paragraphs 4 to 6.

In any case, the cancellation policy meets these requirements if the model in Annex A is used. Cancellation instructions that are so erroneous that they deprive the policyholder of the possibility of exercising his right of cancellation under essentially the same conditions as if the instructions had been correct shall be deemed equivalent to a lack of instructions.

(4) The cancellation must be declared in writing to the insurer. § Section 45(1)(2) remains unaffected. The cancellation deadline shall be deemed to have been met if the declaration of cancellation is sent within the deadline.

(5) The right of cancellation shall expire at the latest one month after receipt of the insurance policy including instructions on the right of cancellation. Para. 3 last sentence shall apply.

(6) If the insurer has granted provisional cover, it shall be entitled to the premium corresponding to the duration of the cover.

(7) The above paragraphs do not apply to insurance contracts for major risks pursuant to Section 5 no. 34 VAG 2016.

#### § 6 Obligations

(1) If the contract stipulates that the insurer shall be released from the obligation to indemnify in the event of a breach of an obligation to be fulfilled vis-à-vis the insurer prior to the occurrence of the insured event, the agreed legal consequence shall not apply if the breach is to be regarded as non-culpable. The insurer may cancel the contract within one month of becoming aware of the breach without observing a period of notice, unless the breach is to be regarded as non-culpable. If the insurer does not cancel within one month, it may not invoke the agreed exemption from liability.

(1a) In the event of a breach of an obligation which is intended to maintain the equivalence between risk and premium on which the insurance contract is based, the agreed exemption from benefits shall also only apply in the proportion in which the agreed premium falls short of the premium provided for in the tariff for the higher risk. In the event of a breach of obligations regarding other mere notifications and reports that have no influence on the insurer's assessment of the risk, the insurer shall only be released from the obligation to pay benefits if the obligation was breached wilfully.

(2) If an obligation is breached which the policyholder must fulfil vis-à-vis the insurer for the purpose of reducing the risk or preventing an increase in the risk - irrespective of the applicability of para. 1a - the insurer may not invoke the agreed release from liability 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 benefit owed by the insurer.

(3) If it has been agreed that the insurer shall not be obliged to pay benefits in the event that an obligation is breached which is to be fulfilled vis-à-vis the insurer after the occurrence of the insured event, the agreed legal consequence shall not apply if the breach is based neither on intent nor on gross negligence. If the obligation is not breached with the intention of influencing the insurer's obligation to indemnify or the

If the insurer is responsible for impairing 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 breach had no influence either on the determination of the insured event or on the determination or the scope of the indemnification incumbent on the insurer.

(4) An agreement according to which the insurer is authorized 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.

#### **§ 67 Transfer of the claim to the insurer**

(1) If the policyholder is entitled to a claim for damages against a third party, the claim shall be transferred to the insurer insofar as the insurer compensates the policyholder for the damage. The transfer cannot be asserted to the detriment of the policyholder. If the policyholder gives up 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 against a family member living with him in the same household, the transfer is excluded; however, the claim is transferred if the family member caused the damage intentionally.

#### **§ Section 38 Premium payment default**

(1) If the first or single premium has not been paid within 14 days of the conclusion of the insurance contract and after the request for premium payment, the insurer is entitled to withdraw from the contract as long as payment has not been made. It is deemed to be a cancellation if the claim to the premium is not asserted in court within three months of the due date.

(2) If the first or single premium has not yet been paid at the time of the occurrence of the insured event and after expiry of the period specified in paragraph 1, the insurer shall be released from the obligation to indemnify unless the policyholder was prevented from paying the premium on time through no fault of his own.

(3) The request for premium payment shall only have the legal consequences provided for in paras. 1 and 2 if the insurer has drawn the policyholder's attention to them.

(4) Non-payment of interest or costs shall not trigger the legal consequences of paragraphs 1 and 2.

#### **Remote Financial Services Act:**

#### **§ 8 Right of cancellation**

(1) The consumer may withdraw from the contract or his contractual declaration up to the expiry of the periods specified in paragraph 2.

(2) The cancellation period is 14 days, but 30 days for life insurance policies 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 of 17.12.2009 p. 1, as last amended by Directive 2014/51/EU, OJ No. L 153 of 22.05.2014 p. 1, and for distance contracts on pensions for individuals. In any case, the deadline is met if the cancellation is declared in writing or on another durable medium that is available and accessible to the recipient and this declaration is sent before the deadline expires.

(3) The cancellation period begins on the day the contract is concluded. In the case of life insurance policies (para. 2), the period begins on the date on which the consumer is informed of the conclusion of the contract.

(4) However, if the consumer has only received the contractual terms and conditions and sales information after conclusion of the contract, the cancellation period shall commence upon receipt of all these terms and conditions and information.

(5) Within the withdrawal period, fulfilment of the contract may only commence with the express consent of the consumer.

#### **§ 10 Exceptions to the right of cancellation**

The consumer has no right of withdrawal in the case of

1. Contracts for financial services whose price is subject to fluctuations on the financial market over which the entrepreneur has no influence and which may occur within the cancellation period, in particular for services in connection with:
  - a. Foreign exchange,
  - b. money market instruments,
  - c. tradable securities,
  - d. Shares in investment companies,
  - e. Financial futures, including equivalent instruments with cash payment,
  - f. interest rate futures (FRA),
  - g. Interest rate and currency swaps as well as swaps based on shares or share indices ("equity swaps") and
  - h. Call or put options on all instruments listed in letters a to g, including equivalent instruments with cash payment, such as currency and interest rate options in particular;
2. Contracts for travel and baggage insurance or similar short-term insurance with a term of less than one month and
3. Contracts that have already been fully performed by both parties with the express consent of the consumer before the consumer exercises his right of withdrawal.