



General Insurance Conditions

NÜRNBERGER Start and entry fee 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.

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

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Overview of insurance cover

NÜRNBERGER Start and entry fee insurance*

Start fee (entry fee)

Refund of the entry fee
registration

Insured sum

as agreed according to the confirmation of
minus the deductible

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Part A General Part

Insurance cover (Article 1 - Article 5)

Article 1 Insured person

The insurance cover applies to all persons registered for insurance, who have their main residence in the European Union.

Article 2 Insured sum

The respective sums insured are maximum liability amounts per insured person and loss event. The sums insured limit the benefits even if the insured person has taken out several insurance policies (Article 3 and Article 4).

Article 3 When does the insurance apply? (Time range in which the insurance is valid)

Insured are the cover items specified in the special part (B) in Article 18 during the term of the contract, i.e. after activation of the insurance cover and payment of the premium (see Article 9) and before the start of the booked event occurred.

Article 4 Where does the insurance apply?

The insurance cover is valid in Austria.

Article 5 What is not insured? (Risk exclusions)

1. There is no insurance cover for incidents
 - 1.1 which are caused by the insured person with wilful intent or through gross negligence. Wilful intent is deemed to be an act or omission in which the occurrence of the damage is likely to be expected, but accepted;
 - 1.2 which occur when the insured person attempts to commit or commits judicial offences, for which wilful intent is a characteristic element of the offence;
 - 1.3 which are directly or indirectly related to war events of any kind;
 - 1.4 which are directly or indirectly caused by, arise from or are related to any kind of acts of terrorism. Acts of terrorism are any acts of persons or groups of persons for the attainment of political, ethnic, religious, ideological or similar purposes which are likely to spread fear or horror among the population or parts of the population and thereby influence a government or state institution;
 - 1.5 which are caused by acts of violence on the occasion of a public gathering or rally, provided the insured person actively participates;
 - 1.6 which are caused by civil unrest, if the insured person participated in it on the side of the troublemakers;
 - 1.7 which are directly or indirectly caused by
 - any impact of nuclear, chemical or biological weapons,
 - which are caused by nuclear energy or
 - by the influence of ionizing radiation within the meaning of the Radiation Protection Act in the currently valid version
 - 1.8 which are triggered by the suicide or attempted suicide of the insured person;
 - 1.9 which are caused by official order;
 - 1.10 which the insured person or persons suffer as a result of a disturbance of consciousness or a significant impairment of their mental capability through alcohol, narcotic drugs or medication.
2. In addition to these general exclusions from the insurance cover, others are regulated in the special part (B) in Article 18.

The insured event (Article 6 - Article 8)

Article 6 What needs to be considered after the occurrence of the insured event? (Obligations)

1. Obligations, the breach of which exempts GARANTA from the obligation of performance in accordance with Section 6 VersVG:
2. The insured person
 - 2.1 must avert insurance cases as far as possible or reduce their consequences, following any instructions given by GARANTA;
 - 2.2 must report without delay the insurance case that has occurred to GARANTA or the assistance provider, 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.
 - 2.3 must, upon receipt of forms which GARANTA uses for claims processing, return these completed forms to GARANTA without undue delay;

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- 2.4 must do everything within reason to explain the causes, the course and the consequences of the insured event;
 - 2.5 must authorize all authorities and private insurers involved in an insured event to authorize them to provide the information requested by GARANTA;
 - 2.6 must secure compensation claims against third parties in due form and on time and, if necessary, to assign them to the insurer up to the amount of the compensation provided;
 - 2.7 must report damage caused by criminal acts without undue delay, giving a precise description of the facts and stating the extent of the damage to the competent security service, and must have the complaint certified;
 - 2.8 must hand over unsolicited to the insurer any evidence, in the original form, that substantiates the claim on the insurance performance in terms of reason and amount, such as police records, fact-finding, proof of purchase, etc.
 - 2.9 must submit to GARANTA the original documents for the benefits in accordance with Article 18.
3. In addition to these general obligations, special provisions are set out in Article 20.

Article 7 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)

1. 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.
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, then the insured person is obliged to assign the claim to the insurer in the event of GARANTA's performance.

Article 8 When and under what conditions will the compensation be paid out?

1. The insured person 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 within two weeks of this.
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 9 - Article 17)

Article 9 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 (of the event).
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 10 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)

The policyholder is at the same time the insured person. Only the policyholder is entitled to exercise rights from the insurance contract.

Article 11 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 12 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 13 In what form are declarations to be submitted?

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All statements of the insured person 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 is necessary.

All statements made by GARANTA are also in writing (in electronic form). Statements made to the policyholder become effective once they have been sent to 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 of the policyholder.

Article 14 Right to withdraw in the case of a term longer than 1 month Section 8 Distance Financial Services Act (*FernFinG*)

Right to withdraw according to Section 8 of the Distance Financial Services Act (*FernFinG*)

You are entitled to withdraw from the distance marketing contract within 14 days from the date of the conclusion of the contract. The withdrawal must be declared in writing or on another durable medium that is available and accessible to the recipient. A sending of the declaration before expiry of the period is sufficient. Within the withdrawal period, the fulfilment of the contract may only begin after your explicit approval. Your right to withdraw expires if the agreement has already been fully fulfilled on the basis of mutual approval before you exercise your right to withdraw. If you make use of your right to withdraw, we will reimburse you, in accordance with Section 12 FernFinG, the amount we have received in accordance with the contract, less the fee for services actually provided by us.

Please address your withdrawal declaration to GARANTA Versicherungs-AG Österreich, Moserstrasse 33, 5020 Salzburg, phone 05 04487 9310, service-online@nuernberger.at.

Article 15 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 16 Supervisory authorities

Federal Financial Supervisory Authority (BaFin) - Insurance and Pension Fund Supervision
Graurheindorfer Strasse 108
D-53117 Bonn
Phone +49 228 4108-0
Fax: +49 228 4108-1550
poststelle@bafin.de
www.bafin.de

Article 17 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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Part B Special Part - Start and entry fee insurance

The insurance benefits (Article 18)

Article 18 Which benefits are insured? (Scope of benefits)

1. The insurer refunds, in accordance with Article 18, Item 3 the start and entry fee (without incidental costs) minus the agreed deductible for participation in an event booked via www.mozart100.com or www.abavent.de/anmeldeservice/mozart100 up to the insured amount if the insured person is unable to take part in the event and also does not take part in the event because of an illness that has occurred with them acutely or through no fault of their own after booking, or if they have had an accident. The medical reasons for the cancellation are to be proven by medical confirmations.

For relay races, the following applies: the start and entry fee (without incidental costs) minus the agreed deductible for the participation in an event booked via www.mozart100.com or www.abavent.de/anmeldeservice/mozart100 up to the insured amount if the insured person is refunded aliquot. If a relay team withdraws due to an acute or involuntary occurrence of illness or accident* after the booking:

- 25% will be refunded if one runner is affected
- 50% will be refunded if 2 runners are affected
- 75% will be refunded if 3 runners are affected
- 100% will be refunded if 4 runners are affected

The medical reasons for the cancellation must be proved for each runner by medical confirmations.

2. The insurer refunds the start / entry fee (without incidental costs) less the agreed deductible.

If another person participates in place of the insured person at the event for which the start/entry fee has been paid, no insurance will be due and payable.

In relay races, no performance will be due and payable if the relay team participates, by replacing the runner(s), despite one of the above mentioned illnesses or accidents of one or more runners.

3. The agreed sums insured, premiums and agreed deductibles are listed on the sheet "Product details for start/entry fee insurance" enclosed with these insurance conditions.
4. * The following cases shall not be considered as illness or accident as defined by these conditions: pregnancies, births, planned surgery, spa stays, rehab stays, any health restriction associated with chronic illnesses, if the illness was known at the time the contract was concluded, as well as illnesses, operations and accidents of family members (uninsured persons). As a result, claims involving such reasons are not covered.

The insurance relationship (Article 19 - Article 20)

Article 19 What applies as insured event?

The insured event

- Withdrawal from participation in an event booked via www.mozart100.com or www.abavent.de/anmeldeservice/mozart100 due to acute and involuntary illness or accident and already paid start/entry fee for this event.

Article 20 What needs to be considered after the occurrence of the insured event? (Obligations)

In addition to the general obligations (Article 6), the following points are considered as obligations, any breach of which results in the exemption from performance of the insurer according to Section 6 VersVG:

- In the case of non-participation at an event booked through www.mozart100.com or www.abavent.de/anmeldeservice/mozart100 due to acute or involuntary illness or accident, a medical confirmation must be provided as proof of the existence of such a reason in order to be reimbursed for the start/entry fee already paid.

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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 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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