



GENERAL CONDITIONS OF INSURANCE FOR GARENTII RENTAL DEPOSIT INSURANCE

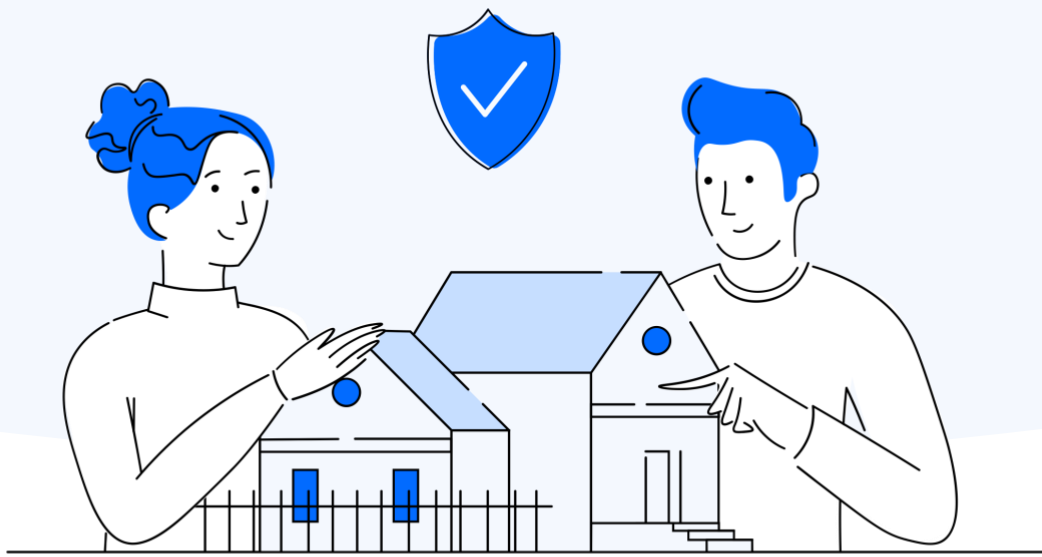
www.garentii.com



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I. General Conditions of Insurance - GCI



1. INSURER AND AUTHORISED AGENT

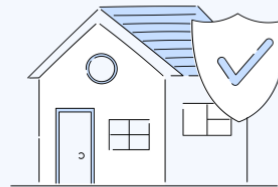


1.1. Insurer and guarantor (hereinafter also: “we”/“us”) is Accelerant Insurance Europe SA/NV, Bastion Tower, Place du Champ de Mars 5, 1050 Brussels, Belgium, an insurance company registered in Belgium (company number 0758.632.842), authorised under code 3193 and regulated by the National Bank of Belgium (NBB) and the Financial Services and Markets Authority (FSMA). The Insurer operates in Austria under EU free movement of services rules. The main business activity is the provision of insurance cover in property insurance and other composite insurance lines.

1.2. Garentii GmbH, Mühlendorfstr. 8, D-81671 Munich, E-hi.at@garentii.com, Phone: +49-89-9042941 30, www.garentii.com (Local Court Munich HRB 268422) is authorised to conclude rental deposit insurance on our

behalf, to issue surety bonds for rental deposits in our name, to collect the insurance premiums, to conduct correspondence relating to your contract, to terminate insurance contracts and to settle claims. Garentii GmbH is registered as an insurance intermediary in Austria in the Gewerbeinformationsystem Austria (GISA) under the number 34719558 within the scope of cross-border trade in services, and in the Federal Republic of Germany in the insurance intermediary register under the number D-BR4G-CZJN3-27 as a licensed insurance agent (*Versicherungsvertreter*) within the meaning of Section 34d (1) of the German Trade, Commerce and Industry Regulation Act (GewO), which corresponds to the trade of insurance agent (*Versicherungsagent*) in Austria. Garentii GmbH brokers rental deposit insurance exclusively Accelerant Insurance Europe SA/NV.

2. INSURANCE COVER AND YOUR OBLIGATIONS



2.1. Garentii Rental Deposit Insurance insures your future payment obligations as a tenant relating to the tenancy listed in the insurance policy (certificate of insurance), on the basis of which your landlord has a right to draw on the rental deposit. For this purpose, we issue your landlord a guarantee corresponding to your security deposit obligation under the tenancy agreement. This guarantee, however, shall not exceed the maximum limit of EUR 15,000. Further requirements are that the tenancy agreement is subject Austrian law and concerns privately used residential property located in Austria.

You are obliged to reimburse us for any payments rendered by us to your landlord as a result of a claim under the guarantee, including the costs and interest accrued for the processing of the claim.

The payment obligations towards your landlord secured under the guarantee include:

- 2.1.1.** Rent debt
- 2.1.2.** Operating costs (based on operating cost statement)
- 2.1.3.** Claims Claims for damages due to owed but neglected or insufficiently executed repairs (insofar as such repairs were validly agreed)
- 2.1.4.** Claims Claims for compensation due to damage to the rental property beyond normal wear and tear.

Please note:



Rent debt



Operating costs



Cosmetic repairs



Damage

On the basis of this insurance contract, we undertake on your behalf to provide your landlord with a guarantee as security for rent as guarantor and payor (Sec. 1357 ABGB) for the fulfilment of the aforementioned liabilities (clauses 2.1.1 to 2.1.4). In fulfilment of this guarantee commitment, we, as guarantor, issue a guarantee certificate (deed of guarantee) in favour of your landlord named in the insurance policy.

This guarantee certificate thus replaces your rent deposit payment to the landlord.

Our performance upon occurrence of an insured event is to provide your landlord with a payment under our guarantee commitment on the basis of a justified demand. In the absence of a demand by the landlord, no claim payments will be made under the contract. The insurance contract shall enter into force only upon the landlord's consent to the guarantee contract.

We will make the guarantee certificate available to the landlord on the Garentii platform (online) for download or, if requested by the landlord, send it via Garentii GmbH to the landlord's e-mail address listed in the insurance policy. The rent deposit claim can be transferred by the landlord to another natural or legal person. In such a case, after notification by you or the original landlord, return of the original guarantee certificate or issue of a declaration of release from liability by the original landlord and consent of the new landlord, we will issue a new guarantee for this person as surety creditor.

A prerequisite for the payment of a claim is that the landlord submits a claim to us under the guarantee in accordance with clause 2.2. We will then satisfy the

asserted claim, limited to the amount of the agreed sum insured. In doing so, we are not obliged to ascertain whether the claim asserted against you by the landlord actually exists (except as set forth under clause 2.4). The landlord can assert multiple claims on the basis of the guarantee, provided that the total amount of the claims does not exceed the amount of the sum insured. Any payment by us reduces our obligation under the guarantee.

2.2. For Conditions for payment of the guarantee:

To receive payment, the landlord must submit an application for the assertion of a claim via Garentii's platform (online). Any such claim for payment of the guarantee must be asserted by the landlord: for rent arrears, within 30 days of the effective date of termination of the tenancy agreement; for outstanding operating costs, at the latest by the end of 30 days after the statement of operating costs has been sent to you; and for other claims, within the statutory limitation period. Garentii will assess the validity of the claims based on the following evidence to be provided by the landlord:

2.2.1. For claims due to insufficiently executed repairs and damage to the rented property:

- Tenancy agreement
- A detailed description of the damage
- Photos or video of the damage
- Handover checklist for the move-in
- Cost estimate for repair of the damage
- Handover checklist for the move-out

2.2.2. For claims relating to operating costs:

- Tenancy agreement
- Statement of operating costs for the period of the asserted claims
- Proof of invoicing to the tenant

2.2.3. For claims relating to rent arrears:

- Tenancy agreement
- Proof of late payment, e.g. bank statement for the rent payment period in question

2.3. Notification of policyholder

Garentii will promptly notify you of the claim and ask for any evidence that refutes the claim.

2.4. Assessment by Garentii

Based on the evidence and documents submitted, Garentii will only assess whether the asserted claim obviously

constitutes an abuse of rights or whether you have submitted sufficient evidence (e.g. legally binding court judgments, other titles, reports of court-appointed experts etc.) from which the illegitimacy of the landlord's asserted claim can be established without further investigation.

i **Clarification:** We are not obliged to pay benefits to you in connection with an insured event. Rather, you are obliged to reimburse us for all payments rendered by us to your landlord and to reimburse all expenses we incur as a result of the guarantee claim and which we were entitled to assume were necessary under the circumstances.

2.5. Your obligations if your landlord asserts claims under the guarantee

At our request, you must provide us with all the information we need to assess the grounds for and amount of the guarantee liability. To this end, you must

truthfully and fully complete the questionnaire on our Garentii-platform immediately after we have informed you that your landlord is making a guarantee claim. If your landlord's asserted claim is obviously illegitimate or unfounded, you must also notify us of this without delay, giving full and comprehensible grounds for your objections and substantiating with evidence (legally binding court judgments, reports of court-appointed experts and other documents) so that we can use these to counter the landlord's claim.

2.6. Policyholder objections

Any defences and objections against our claim for reimbursement of the payments rendered to your landlord under the guarantee and any additional claims may be asserted only on the basis of such facts that were already known to us at the time of payment to your landlord and would have entitled us to refuse payment of the guarantee amounts. This does not affect your ability to assert a claim for reimbursement against your landlord.

3. YOUR PRE-CONTRACTUAL DISCLOSURE OBLIGATIONS



3.1. Duty of disclosure

Prior to conclusion of the insurance contract, you are obliged to provide us with truthful and complete information about your financial and income situation, as well as about all other circumstances important for the assessment of risk, and to submit requested documents, e.g. the tenancy agreement.

3.2. Legal consequences of violations

If you breach this duty of disclosure, we may withdraw from the contract unless you have breached the duty of disclosure neither intentionally nor through gross negligence. Withdrawal is permissible within one month, beginning from the date on which knowledge is gained of the breach of the duty of disclosure. Our right of withdrawal due to grossly negligent breach of the duty of disclosure is excluded if we would have concluded the contract, albeit under different conditions, even if we had known of the non-disclosed circumstances. In this case, it

is possible to continue the contract if we make you an offer of amendment with effect from the date of the original contract commencement date and you accept this offer. Our aforementioned rights shall be excluded if we were aware of the non-disclosed risk situation or the incorrectness of the disclosure.

When exercising these rights, we must state the circumstances upon which the action is based.

i **Clarification:** The above rights expire five years after conclusion of the contract; however, the insurer shall not be obliged to provide cover for insured events that occurred before expiry of this period. If you have intentionally breached the duty of disclosure, the limitation period is ten years. Our right to challenge the contract on the grounds of fraudulent misrepresentation remains unaffected.

4. CONCLUSION OF THE CONTRACT, COMMENCEMENT AND END OF INSURANCE COVER



4.1. Conclusion of contract

The insurance contract is concluded when we, through Garentii, accept your application submitted via the Garentii website. We will accept the contract if our risk and credit assessment is positive (based on the score by the company commissioned to carry out the credit check, which is listed by name in the information on data protection). We declare our acceptance by sending the insurance policy (certificate of insurance) to you via Garentii GmbH, either by e-mail or by placing it on the Garentii electronic platform with e-mail notification including the Information Sheet and the contractual provisions including our General Conditions of Insurance.

4.2. Commencement of insurance cover

Your insurance cover begins on the agreed date specified in the insurance policy. A precondition for insurance cover is the acceptance of the guarantee by the landlord.

We have the option of sending the guarantee certificate to your landlord only after the insurance premium has been paid in advance.

4.3. Term and termination of the insurance contract

4.3.1. The insurance contract is concluded for one year and is automatically extended by one year if it is not terminated.

You can terminate the insurance contract at any time, effective at the end of the current month.

We, however, can only terminate it at the end of the respective insurance period, giving two months' notice.

4.3.2. The insurance contract shall further terminate upon full payment of the guarantee sum to the landlord or upon our complete and unconditional release from the guarantee liability by your landlord on the Garentii platform.

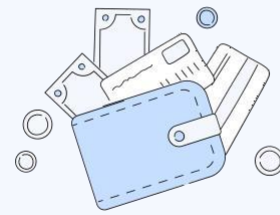
4.3.3. After ending the insurance contract by termination or payment of the guarantee amount, you are obliged to ensure that we receive a confirmation from your landlord regarding the complete and unconditional release from the guarantee.

From the date of ending the insurance contract due to termination or payment of the guarantee sum until the date on which we receive the declaration of release from liability from your landlord (see 4.3.2 above), you are obliged to pay us a fee corresponding to the agreed insurance premium owing to the continuation of liability under the guarantee. The present Conditions of Insurance shall apply *mutatis mutandis* to the continuation period.

5. TERMINATION WITHOUT NOTICE FOR GOOD CAUSE

We are entitled to terminate the insurance contract without notice, to inform your landlord of this and to request a declaration of release from liability, which releases us completely and unconditionally from the obligations arising from the guarantee, if there is good cause, such as a serious breach of the mutual trust relationship or of a significant deterioration in your financial circumstances (e.g. if insolvency proceedings are opened).

[Clause 4.3.3. paragraph 2](#) applies accordingly.



6. INSURANCE PREMIUM

6.1. Amount of insurance premium

The amount of the insurance premium is set forth in the insurance policy.

6.2. Due date of insurance premiums

The first insurance premium is due after we have requested the payment of the premium and provided you with the payment details.

The subsequent premiums are due on the respective reference date specified in the insurance policy.

6.3. Collection of the insurance premium by direct debit or from a credit card

Your insurance premiums will be collected from your account by SEPA direct debit. For this purpose, you must grant Garentii GmbH a SEPA direct debit authorisation. Alternatively, you also have the option of paying the insurance premiums by credit card. In this case, you must authorise Garentii GmbH to collect the insurance premiums from your credit card provider.

If we are unable to collect a premium payment and you are at fault for this, we may demand that future payments be made outside the SEPA direct debit process or not by credit card.

6.4. On-time payment

You are obliged to pay your insurance premiums on time and to ensure that they can be collected on the agreed due date.

Premium payments by SEPA direct debit or credit card will be made on time if we are able to collect the premiums by the due date and the account or credit card holder does not contest a justified debit or charge.

If a premium payment is not received by us on time and you are not at fault for this, the payment is still deemed to be on time if it is made immediately after we have requested payment from you (e.g. via the Garentii platform, e-mail, letter).

6.5. Legal consequences of late payment of the initial premium

If you do not pay the initial premium within 14 days of receiving the payment request, we reserve the right to post the guarantee certificate in favour of your landlord on the Garentii platform or e-mail it only after the payment has been received.

If you have not paid the initial premium within the above-mentioned period, we may also withdraw from the insurance contract as long as the premium has not been received by us and we are released from any obligation to provide insurance cover unless you are not at fault for the non-payment. It shall be deemed a withdrawal if the claim to the premium is not asserted in court within three months of the due date.

6.6. Legal consequences of late payment of a subsequent premium

If you do not pay a subsequent premium on time in accordance with [clause 6.4](#), you are deemed to be in default without further reminder unless you are not at fault for the non-payment. We may demand compensation for the damage we have suffered as a result of the delay. We are also entitled to set you a payment deadline at your expense in written form (e.g. Garentii platform, e-mail, letter), which must be at least two weeks. The setting of the payment deadline is valid only if we provide a breakdown of the amount in arrears, interest and costs in detail and explain the legal consequences associated with the expiry of the deadline in accordance with clauses 6.6.1 and 6.6.2 below.

6.6.1. After expiry of the deadline, we may demand equivalent security from you in cash up to the amount of the insured sum agreed in the insurance policy.

6.6.2. If you are still in arrears with premium, interest or costs after expiry of the above-defined payment deadline, we are entitled to terminate the insurance contract without notice, provided we had already informed you of this legal consequence when setting the deadline.

We may combine the notice of termination with setting of the deadline. If, at the expiry of the deadline, you are still in arrears with the payment of premium, interest or costs,

the termination shall then take effect automatically. This fact will be expressly noted when we give notice of termination.

Should we deem it necessary to give such notice, we request that you observe the obligations under [clause 4.3.3](#).

6.6.3. If you pay the amount due within one month, this will void our termination and the contract will continue. The one-month period begins with the notice of termination or, if we had already combined the notice of termination with the setting of a deadline, with the expiry of the payment deadline.

7. EXCLUSIONS FROM INSURANCE COVER

7.1. Excluded from the insurance cover are damages to the rental property caused by

- a. War events of any kind, including civil war and acts of official and/or sovereign action,
- b. An act of Terrorism, including but not limited to the use of force or violence or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government or to put the public, or any section of the public, in fear,
- c. Earthquake,
- d. Loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) or loss of use, reduction in functionality, availability or failure in the security of a computer system, hardware, program, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment, or cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss,
- e. Radioactive and Nuclear Energy including any weapon or device, biological or chemical materials

7.2. No insurance cover is provided in cases where we would be in violation of sanctions, prohibitions or restrictions under United Nations resolutions, trade or

economic sanctions or other legal regulations of the European Union, Great Britain or the USA by providing the insurance benefits.

7.3. Notwithstanding any provision to the contrary within this policy, within any endorsement to this policy or within any extension to this policy, this policy and its endorsements (if any) and its extensions (if any) exclude any loss, damage, liability, claim, cost or expense (whether such loss, damage, liability, claim, cost or expense has been suffered by an insured or a third party) of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, in connection with, or otherwise in any way directly or indirectly attributable to:

- a. Coronaviruses; and
- b. Coronavirus disease (COVID-19); and
- c. Severe acute respiratory syndrome coronavirus 2 (SARS- CoV-2); and
- d. any mutation of or variation of a., b. or c. above; and
- e. any infectious disease that is designated or treated as a pandemic by the World Health Organisation; and
- f. any fear or anticipation of a., b., c., d. and e., irrespective of any other cause or event contributing directly or indirectly at the same time or in any sequence thereto, having been caused, aided or influenced by, arising out of or influenced by, connected with or otherwise in any way directly or indirectly attributable to them.

8. OBLIGATIONS DURING THE TERM OF THE INSURANCE CONTRACT



Please note the following obligations, as you may suffer negative legal consequences if you breach them:

- 8.1.** You must notify us immediately of any change in your address, contact and account details.
- 8.2.** Upon request, you are obliged to provide us with information, even during the term of the insurance contract, about your financial and income situation as well as other circumstances important for the assessment of risk and to submit to us relevant documents, such as the tenancy agreement. If necessary, you must immediately grant your consent for this purpose at our request.

8.3. You must properly fulfil your contractual obligations to your landlord arising from the tenancy and ensure to the best of your knowledge and belief that no will be made under the guarantee.

8.4. If your landlord makes a disputed or unjustified claim against you, you must take appropriate defensive measures without delay.

8.5. You must notify us immediately of any termination of the tenancy agreement and the termination date.

9. ASSIGNMENT

We are entitled to assign payment claims we have against you to third parties.

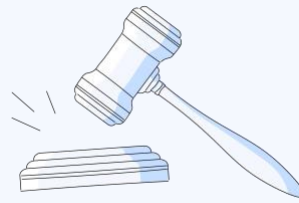
10. FORM

Unless otherwise agreed, all declarations or notifications regarding the insurance contract are effective only if they are made in text form (no signature or verified electronic signature is required if the party making the declaration can be identified from the declaration – e.g. Garentii platform, e-mail, letter).

11. AGREED LAW AND CONTRACTUAL LANGUAGE

This insurance contract as well as to its initiation and execution are governed by the laws of the Republic of Austria. All contractual documents and communication with you will be in German.

12. PLACE OF JURISDICTION



12.1. Legal actions against us

You can sue for claims arising from the insurance contract or insurance intermediation in the court that has jurisdiction over our registered office or the branch office that administers the contract.

i **Clarification:** Furthermore, you may also bring an action before the court in whose district you have your place of domicile at the time the action is brought or, if you do not have a place of domicile, your habitual abode. If other jurisdictions are permitted by law and cannot be contractually excluded, you may also bring an action there.

12.2. Legal actions against you

Only the court in whose district you have your place of domicile at the time the action is brought or, if there is no place of domicile, your habitual abode, shall have jurisdiction for actions against you.

If neither your domicile nor your habitual abode is known at the time the action is brought, we may bring an action before the court that has jurisdiction over our registered office or the branch office that administers your contract.

13. RIGHT OF WITHDRAW



You have the right to withdraw from your statement of intent to enter into the contract in writing within 14 days without giving reasons (Sec. 5c (1) VersVG, Sec. 8 (2) FernFinG). This period begins after you have received the insurance policy including the legally required cancellation advice, the contractual provisions and the General Conditions of Insurance as well as the further information pursuant to Sec. 5 c (2) VersVG.

Timely dispatch of the withdrawal notice is sufficient to comply with the withdrawal period.

The withdrawal notice is to be addressed to:

Garentii GmbH, Mühldorfstr. 81671 Munich

or by e-mail: hi.at@garentii.com,

Furthermore, withdrawal is also possible via the Garentii platform.

Once you have validly withdrawn from the insurance contract, you are obliged to obtain confirmation from your landlord that the guarantee has been cancelled in full. Until such confirmation, the legal obligations under [clause 4.3.3](#) continue to apply accordingly, which means that you are obliged to pay us a fee corresponding to the agreed insurance premium owing to the continuation of liability under the guarantee. We are also entitled, but not obliged, to inform your landlord of the withdrawal from the contract and to ensure that we are released from the guarantee liability.

The insurance contract ends when you effectively revoke your contract acceptance. We will refund any part of the insurance premium already paid that is attributable to the period after receipt of the withdrawal notice if the insurance cover began with your consent before the end of the withdrawal period. We are entitled to retain that portion of the insurance premium attributable to the

period up to receipt of the notice. We may charge 1/360 of the annual premium per day of cover depending on the payment period selected.

We shall reimburse any insurance premiums to be repaid without delay, but no later than 30 days after receipt of the withdrawal notice. If the insurance cover only begins after the end of the withdrawal period, any benefits

received must be returned on the basis of an effective withdrawal and any benefits derived, e.g. interest, must be surrendered.

14. COMPLAINTS



We strive to ensure that you are satisfied with us and our insurance product. Should you nevertheless have cause for dissatisfaction, please contact us:

Garentii GmbH (beschwerde.at@garentii.com)

You can also send complaints to the Austrian Financial Market Authority (FMA), Consumer Information & Complaints, Otto-Wagner-Platz 5, 1090 Vienna, www.fma.gv.at

and to the German Federal Financial Supervisory Authority (BaFin), Insurance Supervision Sector, Graurheindorfer Str. 108, D-53117 Bonn, e-mail: Poststelle@bafin.de, www.bafin.de.

There is also the option of lodging a complaint with the Consumer Ombudsman, Schlichtung für

Verbrauchergeschäfte, Mariahilfer Straße 103/1/18, 1060 Vienna, e-mail: office@verbraucherschlichtung.at, www.verbraucherschlichtung.at.

and the Office for Complaints concerning Insurance Intermediaries at the Federal Ministry of Labour and Economy, Department VI/A/1 (Commercial Law), Stubenring 1, 1010 Vienna, e-mail: gewerbe@bmaw.gv.at.

You can also contact the supervisory authority in our home country:

Financial Services and Markets Authority (FSMA), Congresstraat 12-14, 1000 Brussels, Belgium, www.fsma.be.

Since you, as a consumer, have concluded the insurance contract electronically, you can also submit your complaint to the European Commission's online dispute resolution platform (www.ec.europa.eu/consumers/oder/).

15. EXPIRY

All claims against us arising from the insurance contract shall lapse after three years in accordance with Sec. 12 (1) VersVG, or after one year in the event of a qualified refusal of cover in accordance with Sec. 12 (3) VersVG.

II. Pre-contractual information on data protection law

This information is intended to inform you about the processing of your personal data by us, Garentii GmbH, and the rights to which you are entitled under data protection law..

1. Data controller

The party responsible for the processing of personal data (data controller) is:

Garentii GmbH
Mühldorfstr. 8, 81671 Munich, Germany
E-mail: datenschutz.at@garentii.com

Our Data Protection Officer, Mr. Vitaliy Zhovtyuk, can be reached via the above contact channels.

2. Purposes and legal basis of data processing

2.1. We process your personal data in compliance with the EU General Data Protection Regulation (GDPR), the Data Protection Act (DSG), the data protection provisions of the Insurance Contract Act (VersVG) and all other relevant laws.

If you apply for insurance cover, we require the information you provide in order to conclude the contract and to assess the risk to be assumed by us. If the insurance contract is concluded, we process this data by executing the contract.

The conclusion or execution of the insurance contract is not possible without processing of your personal data.

In addition, we require your personal data to compile insurance-specific statistics, e.g. for the development of new rates or to fulfil regulatory requirements. We will continue to use the data for an overall assessment of your client relationship with Garentii GmbH, for example to advise you with regard to a contract adjustment or supplement, for goodwill decisions or for the provision of comprehensive information.

The legal basis for this processing of personal data for pre-contractual and contractual purposes is Art. 6 para. 1 GDPR. Insofar as special categories of personal data are required for this purpose, we shall obtain your consent in accordance with Art. 9 para. 2 (a) in conjunction with Art. 7 GDPR. Consent given can be revoked at any time. Please note, however, that the revocation is only effective for the future; processing that took place before the revocation is not affected thereby. If we use such special categories of personal data to compile statistics, this is done on the basis of Art. 9 Para. 2 (j) GDPR in conjunction with Sec. 7 DSG.

We also process your data in order to protect our legitimate interests or those of third parties (Art. 6 para. 1 (f) GDPR). This may be necessary in particular:

- to ensure IT security and IT operations,
- for the prevention and investigation of criminal offences; in particular, we use data analytics to detect indications that could point to insurance fraud.

In addition, we process your personal data to fulfil legal obligations, such as regulatory requirements, retention obligations under commercial and tax law or our obligations under professional association rules. The legal basis for processing in such cases is the respective legal provisions in conjunction with Art. 6 para. 1 (c) GDPR.

Should we wish to process your personal data for a purpose not mentioned above, we will inform you in advance as provided by law.

3. Categories of recipients of personal data

3.1. Reinsurers

We may insure risks assumed by us with special insurance companies (reinsurers). For this purpose, it may be necessary to pass on your contract and, if applicable, claims data to a reinsurer so that the latter can make its own assessment of the risk or the insured event.

3.2. Intermediaries

We transmit data to the contract's brokers insofar as this is necessary with regard to your application, contract and claims matters associated with the conclusion and execution of the contract. Our company also transmits this data to the intermediaries servicing you, insofar as they require the information to render their services to you and advise you on insurance and financial services matters.

3.3. Data processing within the company group

Specialised companies or divisions of our group of companies perform certain data processing tasks centrally for the group member companies. If an insurance contract exists between you and one or more companies in our group, your data may be processed centrally by a company within the group, for example for the central administration of address data, for customer service by telephone, for processing contracts and benefits, for debt collection and disbursement or for joint mail processing.

3.4. External service providers

In order to fulfil our contractual and legal obligations and to obtain information regarding your creditworthiness in order to assess the default risk affecting us, we sometimes use external service providers.

A list of the contractors and service providers with whom we have more than temporary business relationships can be found in the overview in clause 6 below.

4. Duration of data storage

We will delete your personal data as soon as it is no longer required for the above purposes. In this context, personal data may be retained for the period during which claims can be asserted against our company (statutory limitation period of 3 or up to 30 years).

In addition, we store your personal data to the extent that we are legally obliged to do so. Such obligations to provide documentation and to keep records may result from the Austrian Fiscal Code (BAO) or anti-money laundering regulations, among others.

5. Your rights

5.1. Right to object (Art. 21 GDPR)

If we process your data for the protection of legitimate interests, you have the right to object to this processing if reasons arise from your particular situation justifying objection to the processing of your data.

You have the right to object to the processing of your personal data for the purpose of direct marketing.

Objections may also be sent to the above address of the data controller or the Data Protection Officer, Vitaliy Zhovtyuk.

5.2. Complaints

You have the option of lodging a complaint with the data controller or with the Austrian Data Protection Authority (Österreichische Datenschutzbehörde, Barichgasse 40-42, 1030 Vienna, e-mail: dsb@dsb.gv.at).

5.3. Other rights

In addition, you have the following rights:

- Right of access, to obtain information about whether we are processing your personal data (Art. 15 GDPR),
- Right to obtain rectification of inaccurate personal data (Art. 16 GDPR) or right to erasure of your personal data, provided the preconditions of Art. 17 para. 1 GDPR are met,
- Right to restriction of processing (Art. 18 GDPR),
- Right to data portability (under the conditions of Art. 20 GDPR).

6. Credit check

In order to safeguard our legitimate interests and the interests of the policyholder community, we enquire with Creditreform Boniversum GmbH (Hammfelddamm 13, 41460 Neuss, Germany), Credify Informationsdienstleistungen GmbH (Gumpendorfer Straße 19-21/1/6 OG, 1060 Vienna, Austria), Experian Austria GmbH (Gumpendorfer Straße 19-21/1/6. OG, 1060 Vienna, Austria), SCHUFA Holding AG (Kormoranweg 5, 65201 Wiesbaden, Germany) and/or infoscore Consumer Data GmbH (Rheinstraße 99, 76532 Baden-Baden, Germany) to assess your general payment history. We only collect additional creditworthiness information with your express consent.

7. Automated decisions

For risk assessment, we also use automated processes to assess individual risks. Based on the information you provide at the time of application, we then automatically decide whether insurance cover can be provided and under which conditions. The automated decisions are based on rules defined by the company for assessing and weighting the information. Our acceptance decisions are based on statistical data models and expert knowledge, which are continuously developed and form the basis of our risk assessment.