



GENERAL TERMS AND CONDITIONS

keyone GmbH

Valid from March 2024

1. general information

keyone GmbH ("keyone") FN 565639y is an insurance agent in accordance with § 43 of the Austrian Insurance Contract Act. keyone acts on behalf of the insurance companies with which keyone has concluded a written agency agreement. keyone brokers insurance contracts between you and the insurance company. In certain cases, keyone will provide you with insurance cover by joining certain group insurance contracts.

The General Terms and Conditions (GTC) apply to contracts for the provision of insurance cover and the brokering of insurance contracts. The General Terms and Conditions apply in addition to the provisions in the

- Information sheets on insurance products (IPID)
- Information sheet on data protection
- DECLARATION OF CONSENT for the sending and transmission of advertising and information material - sales information in accordance with Section 5 FernFinG
- Data protection information for insurance contracts UNIQA Status: 6 September
- General Terms and Conditions of Insurance
- Insurance Contract Act (VersVG)

2. scope of application

These GTC apply when the brokerage order is placed with keyone or when the request for inclusion in the group insurance contract is made and form the basis of the entire contractual relationship between you (as the policyholder or the insured person in the case of group insurance contracts) and keyone.

3. scope of the order

In its activities, keyone is subject to the Ordinance of the Federal Minister for Digitisation and Business Location on the Code of Conduct and Practice for Professionals Engaged in Insurance Mediation (Code of Conduct for Insurance Mediation).

This obligation to provide advice in accordance with Section 3 of the Code of Conduct for Insurance Mediation does not apply if you wish to conclude a specific contract and, following a corresponding warning from keyone, demonstrably waive the use of advice in a separate declaration.

keyone offers you the insurance cover offered on its homepage and enables you to obtain insurance cover by joining the group insurance contract.

Ongoing review, processing or support of other insurance policies must be agreed in writing with keyone in each individual case. In principle, keyone cannot accept any liability for contracts other than those concluded via keyone.

4. obligation to provide information under commercial law

The complaints office for insurance intermediaries pursuant to Section 365z1 GewO is the BMWFW, Federal Ministry of Science, Research and Economy, Department I/7, Stubenring 1, 1010 Vienna (out-of-court dispute resolution www.bmbwf.gv.at).

There is an entry in the AUSTRIA business information system with the GISA number 36706532 You can check this on the Internet at: <https://www.gisa.gv.at/versicherungsvermittlerregister>.

keyone represents you within the scope of the order placed and acts for the account or on behalf of insurance companies. Pursuant to § 1 para. 9 no. 8 lit b Code of Conduct for Insurance Mediation.

keyone is obliged to conduct insurance sales transactions exclusively with the insurance companies with which keyone has a valid agency relationship.

Insofar as keyone acts as an authorised representative for you vis-à-vis those insurance companies with which keyone has an agency relationship, keyone is released by you and by the insurance company itself from the prohibition of in-surety business and you expressly consent to such representation.

keyone does not have a shareholding in an insurance company, nor does an insurance company have a shareholding in keyone.

keyone is authorised to receive and pay insurance premiums and insurance contributions as well as claims payments for insurance companies. keyone is also authorised to receive and pay insurance premiums and insurance contributions as well as claims payments for you.

5. duty of disclosure and co-operation on your part (as policyholder or insured person)

As you are best placed to know the insured values in particular, keyone relies on the information you provide. You must therefore provide all data relevant to the desired insurance cover truthfully and completely. You will be asked a number of questions before you can take out cover. Should any of this data (e.g. your address) change, you must inform keyone immediately and without being asked in writing so that keyone can adjust the cover accordingly. You are therefore obliged to submit all documents and information required for the performance of the services in good time and in full and to inform keyone of all circumstances that may be relevant to the services described in point 3.

If necessary, you undertake to participate in a risk inspection by keyone or the insurance company after prior notification and appointment and to point out special risks on your own initiative.

The information and documents received from you after thorough enquiry may be used by keyone as the basis for the further provision of its services to you, provided they are not obviously incorrect

You undertake to check all documents transmitted by keyone for factual discrepancies and any deviations and to notify keyone of any corrections.

You acknowledge that a notification of claim or an inspection order **does not** constitute a **confirmation of cover or payment of benefits by the insurance company**.

You acknowledge that you and keyone as the policyholder must comply with **obligations** under the law and the applicable insurance conditions in the event of an insured event, non-compliance with which may result in **the insurance company being released from its obligation to pay benefits**.

6. conclusion of contract

By concluding the contract, you expressly acknowledge that the questions you have answered and your consent to the debiting of the premium / contributions replace all other documents that may be prescribed (in particular "insurance application, questionnaire, etc.) and you will therefore not invoke the absence of these documents in the event of a claim.

This obligation to provide advice in accordance with Section 3 of the Code of Conduct for Insurance Mediation does not apply if you wish to conclude a specific contract and, following a corresponding warning from keyone, demonstrably waive the use of advice in a separate declaration.

7. your data

Your data will be stored and processed in accordance with the GDPR 2018. All information on the subject of data protection and your rights in relation to your data can be found under "Data protection" on the keyone homepage. By agreeing to these GTC, you expressly agree that your personal data may be used automatically by keyone to carry out all activities in connection with the conclusion of the insurance contract or accession to the framework insurance contract.

You also agree that keyone may use third parties, in particular its employees, but if necessary also partner companies in the EU & EEA, Switzerland and the UK, to handle all transactions and claims settlements under the insurance contract or in connection with joining a group insurance policy, taking into account the legally prescribed data protection.

Amendments or additions to these GTCs and all other agreements concluded between keyone and you must be made in writing.

8. notifications, electronic correspondence

(1) The last address notified to keyone shall be deemed to be the delivery address.

(2) The receipt of e-mails by keyone does not result in immediate insurance cover (provisional cover) and does not result in inclusion in the group insurance contract. The contract shall only be deemed concluded upon delivery of the insurance certificate.

9. remuneration

keyone works in connection with the insurance contracts and insurance certificates brokered between the insurance company and keyone on the basis of commission and another type of remuneration in accordance with Section 1 (9) (10) (c) of the Code of Conduct for Insurance Mediation. All benefits that keyone receives from this contractual relationship in accordance with §1009 ABGB are also due in full to keyone.

10. copyright

You recognise that every document created by keyone is a protected work. The distribution, modification or amendment as well as the transfer to third parties require the written consent of keyone.

11. liability

keyone shall only be liable to you for any property damage and financial loss in the event of wilful intent or gross negligence. **Liability for slight negligence is expressly excluded in all cases.**

keyone shall only be liable for the **positive damage incurred. Only in the case of wilful intent shall keyone also be liable for loss of profit.**

The liability of keyone is - except in cases of intent - in any case limited to the statutory liability insurance sum of the professional liability insurance of the insurance agent of EUR 1,500,000.00 per insured event in accordance with 137c (2) GewO as amended by BGBl.Nr. 131/2004. If two or more competing injured parties assert a claim arising from an insured event, the maximum amount for each individual injured party shall be reduced according to the ratio of the claims to each other.

Claims for damages against keyone shall lapse within 6 months after the claimant(s) knew or should have known of the damage and the damaging party, but at the latest within 2 years of the event giving rise to the claim.

12. confidentiality

keyone is obliged to treat as confidential all matters that become known about you in the course of its advisory activities and to pass on to the insurance company only such information as is necessary to assess the risk to be insured or the insured risk.

Insofar as it is necessary for the defence of claims against keyone (in particular claims for damages by you or third parties against keyone), keyone is released from the duty of confidentiality. keyone also imposes the duty of confidentiality on the employees of keyone

keyone takes the protection of your personal data very seriously. Data processing takes place exclusively in compliance with the statutory provisions (GDPR, Data Protection Act), as well as on the basis of the contract concluded with you and any declarations of consent you may have given.

13 In the case of group insurance contracts, the following also applies

13.1 **The policyholder** is the head of the group who has concluded a group insurance contract with the insurer on group terms on behalf of his (e.g. customers). The details of the insurer can be found in the respective general terms and conditions of insurance or the information sheet for insurance products (IPID). keyone will provide you or, if you have concluded the contract in favour of another person, the person named by you in the premium with the desired insurance cover by including this person as an insured person in the existing group insurance contract. The details of the policyholder can be found on your insurance certificate. The terms and conditions under which keyone provides you with insurance cover are set out in the relevant general terms and conditions of insurance, which form the basis of the group insurance contract concluded between the policyholder and the insurer.

13.2 You are an **insured person** if you confirm in writing to the policyholder or keyone that you wish to join the group insurance contract as an insured person or conclude the contract via keyone's platform and accept that the policyholder forwards your necessary data to keyone and that you have accepted keyone's data protection provisions in full. With regard to the content and scope of the insurance cover provided, the provisions of the respective general terms and conditions of insurance apply without restriction.

13.3 You will receive a certificate of insurance for the insured person **as confirmation** that the insurance cover has been provided. Together with the insurance certificate, you will receive the terms and conditions of insurance. You can download the insurance terms and conditions, keyone's data protection provisions and the information sheet on the insurance product (IPID) online at www.keyone.at before joining the group insurance contract. **The insurance cover** begins at the time specified in the insurance certificate.

13.4 **The total annual premium** payable by you as the insured person is due for payment immediately upon joining. It can be paid using the credit card, direct debit or money order payment methods provided. At the customer's special request, a monthly payment can be agreed. Recurring payments are made for subscription contracts (monthly subscription, annual subscription).

13.5 **Notification of claims, declarations, notifications** Insofar as the insurance conditions stipulate that you as the policyholder or the insured person must notify the insurer of accidents, claims or other circumstances or make notifications or declarations to the insurer, this can be done in your personal keyone care customer area or by e-mail to [call-us](#) the deadlines specified in the insurance conditions must be observed.

13.6 **If an insured event occurs**, the insurance company is obliged to pay benefits within the framework of the respective insurance conditions.

13.7 The **contract/insurance cover ends** on the date stated in the insurance certificate; if this is not cancelled, the contract is extended again for a further year.

13.8 **In the case of group insurance contracts**, keyone assumes the administrative role of the policyholder and provides each insured person with an insurance certificate as proof of insurance cover; keyone collects the individual insurance premiums and forwards them to the respective insurance company. In the event of a claim, claims management and information management for the respective group insurance contract are handled by call-us as the claims adjuster commissioned by keyone. A detailed service description is agreed between the policyholder as the head of the group and keyone as the service provider in a separate service agreement.

14. right of cancellation for consumers

If you are a consumer within the meaning of the Consumer Protection Act (KSchG), you are entitled to withdraw from the contract in accordance with Section 3 of the Consumer Protection Act (KSchG) when submitting your contract or membership declaration outside of keyone's business premises or at a stand at a trade fair. This cancellation can be declared up to the conclusion of the contract or within 14 days thereafter. The period begins with the delivery of this document.

The declaration of cancellation is not bound to any particular form. The cancellation deadline is deemed to have been met if the declaration of cancellation is sent within the deadline (by post or email).

15 § 14 Termination of the representation/business relationship

You acknowledge that the termination of the business relationship also terminates the safeguarding of interests by keyone, but not the economic claims of keyone resulting from the previous active contractual relationships.

16 Applicable law, place of jurisdiction

The law of the Federal Republic of Austria shall apply to the exclusion of international private law and conflict of laws. The place of jurisdiction for all disputes arising from or in connection with this contract is exclusively the court at the location of the registered office of keyone GmbH.

If you are a consumer with your habitual residence in the EU, you also enjoy the protection of the mandatory provisions of the law of your country of residence. You can submit claims in connection with these contractual terms and conditions arising from consumer protection standards either in Austria or in the EU member state in which you live. The European Commission provides a platform for online dispute resolution, which you can find at <https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>

We prefer to clarify your concerns in direct dialogue with you. **If you have any questions or problems, please contact keyone directly at help@keyone.com or by telephone on +43 720 884 252.**

17 Final provisions

17.1 Should individual provisions of these GTC be or become legally invalid or unenforceable in whole or in part, this shall not affect the legal validity of all other provisions of these GTC. In the B2B area (business transactions), the invalid or unenforceable provision shall in such a case be replaced by a provision that comes as close as possible to the economic purpose of the unenforceable or invalid provision.

17.2 The contracts between keyone and entrepreneurs are subject to Austrian law, excluding the UN Convention on Contracts for the International Sale of Goods. The court in whose district the registered office of keyone GmbH is located shall have jurisdiction for any disputes with entrepreneurs. keyone shall, however, be entitled to bring any action before any other court with subject-matter jurisdiction. In the case of consumers within the meaning of the Austrian Consumer Protection Act (KSchG), the court in whose district the consumer's place of residence, habitual abode or place of employment is located shall have jurisdiction.