

Conditions for keyone care insurance

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Household insurance" cover module

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Scope of cover, safety regulations Property insurance

Type of insurance:

There is a group insurance contract for household insurance for the account of third parties within the meaning of Section 74 of the Austrian Insurance Contract Act (VersVG) with a cover module for damage caused by tenants and a cover module for business interruption insurance for loss of rent between Keyone GmbH (policyholder, hereinafter referred to as keyone) and UNIQA Österreich Versicherungen AG (insurer).

Landlords of holiday properties who offer their property for short-term rental via the policyholder's digital platform have the option of joining this group insurance contract as an insured person and thus claiming insurance cover under this group insurance contract.

Start and end of insurance cover

The insurance cover begins on the date stated in the insurance certificate, which is the first day of the month following the date of the declaration of membership, provided that the insurance premium has already been paid at this time.

The insurance is concluded for an indefinite period. The insurance period is one year.

The insured person and the insurer have the right to terminate the insurance by ordinary cancellation of membership of the group insurance contract at the end of the current insurance period, subject to a notice period of three months.

After the occurrence of an insured event, both the insurer and the insured person are entitled to cancel the insured person's membership of the group insurance contract and thus terminate the insurance cover. The cancellation period is one month for both parties, so that the cancellation becomes effective one month after receipt of the notice of cancellation by the other party. Cancellation is only possible up to one month after the conclusion of the negotiations on compensation.

Insurance cover also ends if the group insurance contract is cancelled by the policyholder (Keyone GmbH) or the insurer. In the event of such cancellation, your insurance cover will end at the end of the current insurance period. You will be informed of this in writing three months in advance.

Irrespective of this, the insured person may revoke his/her membership of the group insurance contract within 14 days of the declaration of membership.

Fee for the insurance cover

The insurance premium is invoiced annually in advance and collected by the insurer from the policyholder's keyone account.

The insured person shall pay the insurance fee to keyone separately or together with the fee that keyone charges and prescribes for the use of the rental platform and the services offered with it. The fee (including the insurance fee) is due for payment to keyone within 14 days of the invoice being issued. If the insured person defaults on payment, keyone cannot fulfil its obligation to pay the insurance premium to the insurer and this leads to a right of withdrawal and to the insurer being released from its obligation to provide cover - the insured person will not receive any cover. If the insurance cover ends before the expiry of the term stated when the contract was concluded, the insured person will be reimbursed the insurance premium on a pro rata basis.

Form of the declarations

The written form is required for all notifications and declarations, including declarations of cancellation and termination by the insured person, unless the written form has been expressly agreed with a separate declaration. The written form is satisfied by the receipt of a text in written characters from which the person making the declaration can be identified. Written form means that the recipient of the declaration must receive the original of the declaration with the declarant's handwritten signature. With regard to claims notifications, see the provisions in Article 5.

What is insured? - Article 1

Insured are

- the entire flat inventory owned by the landlord;
 - Building components and building accessories such as painting, wallpaper, tiling, flooring, wall and ceiling panelling, non-relocatable room dividers, doors and frames, tiled stoves and open fireplaces, electrical, gas and sanitary installations (exposed), sanitary installations, fittings and measuring instruments as well as parts of heating and air conditioning systems located outside walls;
 - The entire glazing of the living area and contents of the home, shower cubicles, glass ceramic hobs, cellar and attic windows, aquarium and terrarium glass, terrace glazing, glass domes, glass from solar and photovoltaic systems, glass and canopies, if they are part of the rooms used by the insured person. The aforementioned glazing is also insured if it is made of plastic;
 - Ancillary costs, i.e. costs incurred following a claim for which compensation is payable, insofar as these relate to the insured property, namely
 - Clean-up, fire extinguishing, protection and cleaning costs
 - Moving, dismantling, reassembly and protection costs, i.e. unavoidable costs incurred as a result of other (also uninsured) items having to be moved, modified or protected for the purpose of restoring or replacing damaged insured items.
- and
- Costs for transport to the nearest authorised disposal site including necessary disposal measures (examination and treatment of the waste) and landfilling.

If ancillary costs are incurred for soil or for insured property that was already contaminated before the insured event occurred (contaminated sites), only those costs that exceed the amount required to remove the contaminated sites shall be reimbursed.

The insurance also covers the costs of the necessary refilling of the excavation pit with soil. For these backfilling and disposal costs of contaminated soil, the amount calculated as liable for compensation is reduced by 25% deductible in each claim.

The costs of interim storage for a maximum of six months are insured within the scope of the maximum liability amount for ancillary costs on condition that we are notified immediately of the interim storage.

The following are not insured

- Valuables such as cash, jewellery, antiques, genuine carpets, furs, stamp and coin collections and the like;
- Merchandise, business and collective monies;
- Motor vehicles, motorised bicycles and their trailers;
- Pocket bikes;
- Motor, electric and sailing boats including accessories;
- belongings of tenants, subtenants and guests who are accommodated for a fee;
- Building components and building accessories,
 - for which compensation can be demanded from an existing building insurance policy,
 - which are not yet permanently installed,
 - which belong to a detached or semi-detached house and the occupant is the owner of this building, excluding damage to building components and building accessories caused by burglary, robbery, simple theft, glass breakage (if glass breakage is also insured);
- installations located inside walls;

Where does the insurance apply? - Article 2

At the premises reported by the insured person ("place of insurance"). These are shown in the insurance certificate document.

The following items are insured outside the rented premises

In the attic, in the cellar and in a spare room:

- Contents of the home - with the exception of valuables such as cash, jewellery, antiques, genuine carpets, furs, stamp and coin collections and the like;
- Shelves, sauna facilities;
- Heating materials;
- Garden furniture, garden tools and garden machinery.

Outdoors on the property, in the stairwell and in communal areas:

- Garden furniture, garden tools, rotary dryers;
- the contents of gas and heating oil tanks;
- Playground equipment and sunshades - only against the risk of fire.

Which risks are insured? - Article 3

1. fire

The insurance covers damage

- due to fire, lightning, explosion; the source of the fire is also insured.
 - by the indirect effect of atmospheric electricity (indirect lightning);
 - due to crash or impact of
 - aircraft, spacecraft or satellites,
 - their parts or cargo,
 - Meteorites
- and
- the loss of insured property during these events.

Note:

are also insured:

- Deflagration damage in tiled stoves
- Damage caused by shots from firearms

The insurance does not cover damage

- that are caused by a fire (e.g. scorching or scorching damage) that cannot spread by itself

2. storm

The insurance covers damage caused by

- Storm (wind with peak speeds of more than 60 km/h);
- Snow pressure;
- Snow slide;

- Rockfall, falling rocks and landslide

and

- Damage caused by hail;
- the loss of insured property in the event of such incidents

The insurance does not cover damage

- by storm surge, high water, floods, mudslides, avalanches and avalanche air pressure;
- by the movement of boulders, rock fragments or earth masses, if this movement was caused by earth filling or excavation, blasting or the extraction of gaseous, liquid or solid substances from the earth's interior.

3. burglary

Insured are damages

- through attempted or completed burglary if the perpetrator enters the insured location
 - by forcing or breaking open doors, windows or other parts of the building,
 - through openings that are not intended for entry and represent an obstructive obstacle,
 - by secretly sneaking in and stealing things from the locked premises,
 - with tools or false keys,
 - with real keys that the perpetrator has obtained by breaking into rooms other than the insured rooms of a building, by breaking open a key safe that is anchored to the building in accordance with the manufacturer's instructions, or by robbery;
- through vandalism,
 - if the perpetrator wilfully destroys or damages insured property within the place of insurance in the course of an actual or attempted burglary,
- malicious damage, destruction or theft of insured property in connection with demonstrations, riots, civil commotions or tumults up to EUR 1,000 per claim.

Note:

In the event of attempted or actual burglary via a window or balcony door in the tilted position, the insurer waives the defence of grossly negligent breach of obligation or causation of the insured event, provided that the window/balcony door is certified to resistance class RC2 for the tilted position and the window handle was also locked at the time of the crime.

4. tap water

are insured

- Damage caused by leakage of mains water from water-bearing systems or connected equipment;
- Frost damage to heating systems, sanitary facilities, fittings and connected equipment if these are part of the contents of the home and no benefit can be claimed under another insurance contract (subsidiary cover).

The insurance does not cover damage

- due to groundwater or flooding, water from precipitation or resulting backwater.

5. glass breakage

The insurance covers damage

- due to breakage or cracking of the insured glazing up to
- up to 6 m² in size per individual pane;

The insurance does not cover damage

- die consist only of scratching, scuffing or chipping of the glass surface or the films, paintings or lettering applied to it;
- on frames or surrounds;
- Glazing of electronic devices;
- an glazing before proper insertion, during insertion, removal, transport or repair work.

We replace

- In the event of glass breakage, the usual local restoration costs and any emergency glazing or panelling costs incurred;
- Costs of treatment imposed by the authorities on insured persons,

- broken glass panes (disposal costs) up to 50 % of the compensation payment for the glazing affected by the damage,
- For damage to lead, brass or art glazing up to EUR 3,000.
- Die Costs for the replacement of glazing bars if this is necessary in connection with a covered glass breakage claim.

6. the following are not insured

- Damage caused by war events of any kind, riot, insurrection, confiscation, expropriation or other intervention by public authorities, nuclear energy or radioactivity, subsidence, unless the insured person proves that the damage is neither directly nor indirectly related to these events or their consequences;

If the insured person is a consumer within the meaning of the Consumer Protection Act, the insurer is responsible for providing proof.

7. exclusion of damage caused by acts of terrorism

In addition to the uninsured losses listed in the present and special conditions, any kind of damage, loss, costs or expenses caused directly or indirectly by, arising from or in connection with any kind of terrorist act are also excluded - insofar as they are the subject of the insurance contract at all - regardless of other contributory causes or events occurring at the same time or in a different order to the loss.

The insurance cover also excludes - insofar as they are the subject of the insurance contract at all - any type of damage, loss, costs or expenses that are directly or indirectly caused by, arise from or in connection with actions taken to contain, prevent or suppress acts of terrorism or relate to them in any way.

Acts of terrorism are any actions by persons or groups of persons to achieve political, ethical, religious, ideological or similar goals that are likely to spread fear or terror among the population or parts of the population and thereby exert influence on a government or state institution.

If the insured person is an entrepreneur within the meaning of the Consumer Protection Act, he/she must prove that the damage is neither directly nor indirectly related to an act of terrorism.

This provision shall not affect all other provisions of the insurance contract. This also applies in particular to the exclusions.

What safety measures must be taken? - Article 4

- If all persons leave the flat, it must be locked and the agreed security measures applied.
- The removal, abandonment or reduction of securities and changes to the risk circumstances specified in the application or in the policy may not be undertaken without our consent.
- If detached or semi-detached houses are unoccupied for longer than 72 hours, the water pipes (main tap) must be shut off during this time. The heating must be kept in operation at all times (frost monitor).

In the event of a breach of these safety regulations, the legal consequences set out in Article 3 ABS shall apply, which means that the breach may lead to the insurer being released from liability.

In the event of a claim

What to do after a claim? - Article 5

After a claim, get in touch with your contact person at keyone immediately. Provide them with comprehensive information about the loss event and the extent of the loss and submit the loss report to keyone:

Tel: +43 720 880126

E-mail: help@keyone.at

keyone will forward the damage report to the loss adjuster for processing the claim:

call us Assistance International GmbH
Waschhausgasse 2
Austria - 1020 Vienna

Obligations in the event of a claim - exemption from benefits in the event of breaches of obligations:

In addition to Article 12 of the ABS (Obligations in the event of a claim), it is agreed that the insured person must report any damage caused by fire,

explosion or burglary to the relevant police station immediately after becoming aware of it and must have the report confirmed/delivered to him/her. The insured person must draw up a list of the items that have been destroyed or lost.

When an insured event occurs, the insured person is obliged to take all possible steps to avert and minimise the loss and to follow the instructions of the insurer; if circumstances permit, the insured person must obtain such instructions.

The breach of these obligations leads to the insurer's release from liability in accordance with § 6 in conjunction with § 62 Para. 2 VersVG.

The insurance benefit - Article 6

1. property insurance

Within the scope of the contract, we will compensate the damage up to the agreed maximum liability sums.

After the occurrence of the insured event, we are again liable up to the full amount of the agreed maximum liability sum.

If several home insurance policies cover the same household, we will provide benefits within these limits in proportion to the ratio of our contractual benefit to the contractual benefit of the other insurers.

In the event of a claim, the insurance benefit shall be reduced by the deductible in accordance with Article 10.

Not to be replaced:

- In the case of individual items belonging together, any devaluation suffered by the undamaged individual items as a result of the damage or destruction of the others.
- A personal collector's item.

The insured person acquires the right to payment of the part of the compensation that exceeds the current value compensation only to the extent that the use of the compensation for the replacement or restoration of items from the contents of the home is ensured within three years of the loss event.

We replace:

- The damage caused by the direct impact of the insured perils or their unavoidable consequences, i.e. the restoration costs (repair costs) at most the costs of replacement on the day of the damage (replacement value compensation). Residual values are offset.
- The market value of objects with historical or artistic value, where ageing is generally not to be equated with devaluation.
- In the case of privately used computer software, the replacement costs up to EUR 4,000.

Compensation will also be paid for any damage - within the maximum liability amount for the contents of the home:

- Costs that must be incurred in order to minimise damage. Excluded from this are
 - Expenses caused by damage to health in the fulfilment of rescue obligations,
 - Costs for services provided by fire brigades or other obligated parties acting in the public interest or by order of the authorities.
- Costs for necessary lock changes up to a maximum of EUR 500 if the original or duplicate keys to the insured premises have been lost due to burglary or robbery.
- up to EUR 500:
 - Costs incurred - as a result of a covered burglary - due to the unauthorised use of the telephone by the perpetrator(s).
 - The telephone bill, a list of telephone calls made by the respective telephone company during this period and the average telephone costs over the last twelve months serve as proof.
- up to EUR 500:
 - Costs incurred - as a result of a covered robbery loss - due to the unauthorised use of the mobile phone by the perpetrator(s).

- The telephone bill, a list of telephone calls made by the respective telephone company during this period and the average telephone costs over the last twelve months serve as proof.
- Ancillary costs up to 20% of the maximum liability amount for the contents of the flat
- architectural and planning costs. However, the compensation for such costs is limited exclusively to the parts of the home affected by the damage and amounts to a maximum of 10 % of the compensation for the items affected by the damage within the scope of the maximum liability sum for the contents.
- Additional costs for structural improvements
These are costs that arise during restoration after an insured loss event in accordance with Article 3 due to the fact that parts of the system have to be completely or partially renewed or additionally manufactured due to changes in legal, building authority, fire police or technical regulations.
- However, compensation for such additional costs shall be limited exclusively to the parts of the flat affected by the damage and shall amount to a maximum of 10 % of the compensation for the contents within the framework of the maximum liability sum for the contents.

As soon as you learn of the whereabouts of stolen items, please inform us immediately. If the items are retrieved after payment of the compensation, the insured person must return the compensation received, less compensation for any reduction in value, or hand over the items to us.

General provisions, contractual basis

Value bases - Article 8

Flats in apartment blocks, detached or semi-detached houses:

The basis for determining the maximum liability amount and calculating the premium is the number of square metres of the interior area of the flat or building (from the cellar to the roof).

Other contractual bases - Article 9

In addition to these terms and conditions, the following provisions apply to your insurance:

- the "General Terms and Conditions for Property Insurance (ABS)" with the exception of the provisions on underinsurance;
- the Insurance Contract Act as amended from time to time.

The term "sum insured" shall be replaced by the term "maximum liability sum".

Special agreements - Article 10

- Deductible
In the event of a covered claim, the amount calculated as indemnifiable is reduced by the deductible of EUR 75.
- Inclusion of "gross negligence" 100 %
In amendment of the General Terms and Conditions for Property Insurance (ABS) - version 01/2019, the extension of cover in the event of gross negligence in bringing about the insured event applies to the fire, storm and water damage insurance lines. In the event of grossly negligent causation of the insured event, the insurer waives the defence of exemption from liability pursuant to § 61 VersVG. In such cases, the insurance benefit from the fire, storm and mains water classes is limited to 100 % of the household sum insured. This shall not affect all other defences of the insurer's release from liability, in particular also those of release from liability due to breach of agreed or statutory obligations and breach of safety regulations.

Cover module "Damage caused by tenants"

Scope of cover, safety regulations

Property insurance

What is insured? Article 1

Which risks are insured? Article 2

What do we do? Article 3

For which losses do we not provide benefits? Article 4

Deductible

Special agreements

Deductible in the event of a claim

Maximum liability amount

What is insured? - Article 1

The insurance covers the items insured in accordance with the household cover module, Article 1

What risk is insured? - Article 2

As an extension to the household insurance cover module Article 3 "Insured risks", the insurance also covers damage caused to the insured property by the tenant(s) and their travelling companions.

For which losses do we not provide benefits? - Article 3

- Damage caused intentionally by the tenant or persons travelling with them. It is deemed equivalent to wilful intent if the tenant or fellow travellers considered the damage to be possible and accepted it.
- Damage caused by the transport of an insured item;
- Damage caused by cleaning staff, employees or other persons authorised by keyone.
- Damage to the insured property due to wear and tear.

What we do - Article 4

We will reimburse the repair costs limited to the new value.

- Maximum amount of liability
The insurer shall pay a maximum indemnity of EUR 20,000 per claim. The insurer shall pay a maximum indemnity totalling EUR 20,000.00 per claim, even if a claim is insured under several cover modules.

- Deductible: In the event of a covered claim, the amount calculated as being subject to indemnification is reduced by the deductible of EUR 75.

Cover module "Business interruption insurance for lost rents"

Scope of cover, safety regulations

Property insurance

What is insured? Article 1

What do we do? Article 2

For which losses do we not provide benefits? Article 3

What is insured? - Article 1

The insurance covers the partial or total loss of rental income following the occurrence of property damage for which compensation is payable in accordance with the underlying conditions of the keyone care insurance cover module "Household insurance" or the cover module "Damage caused by tenants".

What we do - Article 2

We will reimburse the proven loss of rental income for the insured residential unit within the contractually agreed liability period.

The maximum liability period is 3 months.

In the case of the preceding risk of fire, the liability period increases to a maximum of 12 months.

The compensation is limited to 100 net daily rentals (booking days) within the liability period.

For which losses do we not provide benefits? - Article 3

We do not provide any benefits if the interruption loss is increased/increased

- due to enlargement or new features in or on the building that are carried out after the insured event in the course of restoration,
- due to official reconstruction or operating restrictions,
- delays in recovery due to extrajudicial, judicial, administrative court or administrative authority clarification of legal relationships.
- if the insured person fails to make timely provision for the restoration or replacement of damaged, destroyed or lost property or does not have sufficient capital at his disposal,
- by the fact that individual items that have remained undamaged can no longer be used.