

## Benefits

Medical Benefits Abroad <sup>A)</sup>	
1. Transport to hospital/transfer transport	} up to € 500,000
2. Outpatient Treatment <sup>D)</sup>	
3. Inpatient Treatment	
4. Repatriation	up to 100%
5. Repatriation in the event of death	up to 100%
Maximum payment in respect of 1. to 5. in the event of a chronic disease or illness unexpectedly becoming acute	up to € 50,000
Search and rescue abroad <sup>A)</sup>	
6. Search & rescue costs in the event of an accident, distress on a mountain or at sea	up to € 25,000

The contractual basis are the EUROPÄISCHE travel insurance conditions ERV-RVB ÖAV 2014.

The **prerequisite** for insurance cover is the **membership** of the insured person(s) in the **Österreichischen Alpenverein**. The insurance contract can be concluded only by members of the Österreichischen Alpenverein with permanent residence in Europe.

<sup>A)</sup> **Abroad:** agreed scope of applicability, apart from the country in which the insured person has his or her permanent residence.

<sup>D)</sup> **Deductible:** Outpatient medical treatment including prescribed medication is subject to a deduction of € 70 per person and per stay abroad.

The insurance cover for medical benefits abroad applies to leisure and occupational accidents as well as to illness. Search & rescue costs abroad are insured in respect of leisure accidents.

Illness is an abnormal physical or mental condition in accordance with the generally recognised state of medical science.

The insurance cover includes:

### Medical Benefits:

- Full costs for medically necessary transportation from a foreign country to a hospital in the country of permanent residence or to the permanent residence, including the costs for transporting one person in a close relationship to the person being transported. The prerequisites for repatriation of an insured party, in addition to such party's ability to be transported, are:
  - the existence of a life-threatening disturbance to the insured party's state of health, or
  - the locally available medical care does not ensure treatment of a standard corresponding to that available in the party's native country, or
  - an in-patient hospital stay of more than five days is expected.
- Costs arising abroad (not in the country of permanent residence)
  - of a non-deferable medically necessary treatment including prescribed medication
  - of medically necessary transportation to the nearest suitable hospital
 up to an insured sum of € 500,000. Outpatient medical treatment including prescribed medication is subject to a deduction of € 70 per person and per stay abroad.
- Full costs for repatriating the corpse of an insured party to the country of his/her permanent residence.
- The transportation (ambulance service, repatriation and repatriation of a deceased person) must be organised from one of the contractual organisations specified on the membership card; otherwise a maximum of € 750 will be compensated.

### Search and rescue:

- The insured amount for rescue costs amount to € 25,000. Rescue costs are understood as those costs of local rescue organisations (including costs of rescue organisations of neighbouring countries for incidents occurring close to national frontiers) incurred when the insured person has suffered an accident, or must be rescued, whether injured or uninjured, from mountain or aquatic distress (the same also applies in the case of fatalities).  
Rescue costs are deemed the demonstrable costs incurred in searching for and transporting the injured person to the nearest road open to traffic or to the hospital nearest the site of the accident.

The insurance cover applies to a **trip up to the selected term of insurance**. The duration of the insurance contract results from the premium selected. The insurance premium is to be paid in prior to departure. By paying the premium the policyholder declares that he or she is in agreement with the specified terms and conditions and the insurance terms and conditions. The contractual basis are the EUROPÄISCHE travel insurance conditions, ERV-RVB ÖAV 2014, which can be found on the following pages.

## Premiums

	Insured period up to	Europe <sup>B)</sup>	Worldwide	Worldwide over 6,000 m <sup>C)</sup>
<b>Single</b>	5 days	€ 12	€ 20	€ 400
	17 days	€ 25	€ 43	
	31 days	€ 36	€ 54	
	2 months	€ 74	€ 111	€ 650
	3 months	€ 125	€ 200	€ 900
	4 months	€ 180	€ 288	€ 1.150
<b>Family<sup>F)</sup></b>	5 days	€ 26	€ 42	
	17 days	€ 52	€ 88	
	31 days	€ 74	€ 110	
	2 months	€ 150	€ 224	
	3 months	€ 252	€ 402	
	4 months	€ 362	€ 578	

### <sup>F)</sup> Family:

up to 7 persons travelling together (not more than 2 adults) . irrespective of their family relationship

### <sup>B)</sup> Europe:

Europe, all Mediterranean states and islands, Jordan, Madeira, the Azores, the Canary Islands and Russia

### <sup>C)</sup> Worldwide over 6,000 m:

The tariff 'Worldwide over 6,000m' covers ascents of mountains over 6,000 m for a duration of several days, which are booked through a travel organizer and guided by an authorized mountain guide. **However, the whole duration of the trip must be insured with this tariff.**

For insurance cover of ascents of mountains over 6,000 m which are self-organized or not guided by an authorized mountain guide the approval of the insurer must be explicitly given.

Please note that the **prerequisite** for insurance cover is the **valid membership** of the insured person(s) in the **Österreichischen Alpenverein**. The insurance contract can be concluded only by members of the Österreichischen Alpenverein with permanent residence in Europe.

## Restrictions on cover provided

### Medical benefits abroad

No cover is provided, for example, for

- medical treatment begun before the start of a foreign journey;
- medical treatment of chronic diseases or illnesses, except as a consequence of acute attacks or episodes;
- medical treatment(s) being the purpose of the stay abroad;
- dental treatments which are not for the initial care for the direct restriction of pain;
- termination of pregnancy and delivery, as well as pregnancy-related examinations, except for premature births that occur at least two months prior to the naturally expected date of birth;
- medical treatment necessitated by excessive consumption of alcohol and by abuse of drugs or medication;
- cosmetic treatment, spa treatment and rehabilitation measures;
- prophylactic inoculation or vaccination;
- medical treatment of illnesses and of the consequences of accidents that arise as a result of war hostilities of any kind and as a result of active participation in civil unrest or of premeditated criminal offences;
- medical treatment of the consequences of accidents arising from paid, active participation in publicly held sporting competitions and the training activities in preparation for them, including medical treatment of illnesses and of the consequences of accidents arising from taking part in those sporting competitions and the training activities in preparation for them in the area of Nordic or Alpine ski sports, snowboarding as well as freestyle, bobsleighbing, ski-bobbing, skeleton or tobogganing;
- treatments of illnesses and the results of accidents which come about as a result of the damaging effects of nuclear energy or the effects of ionising radiation in the meaning of the Radiation Protection Act in its currently valid version;
- treatments of illnesses and the results of accidents in taking part in types of aviation sports (parachuting, hang-gliding, paragliding, private motorised aircraft and gliders);
- treatments of illnesses and the results of accidents of members of rescue organisations, which come about through organised rescue deployments or other activities on behalf of the rescue organisation;

<sup>EX)</sup> Expedition: Trekking trips are not regarded as expeditions and are therefore insured. If one-day summit climbs of over 6,000 m are offered in the context of such trekking trips, these summit climbs are also not regarded as expeditions.

<sup>O)</sup> over 6,000 m: In respect of the Worldwide over 6,000 m tariff, the insurance cover also applies to ascents of mountains over 6,000 m for a duration of several days, which are booked through a travel organizer and guided by an authorized mountain guide or which have been pre-approved by the insurer.

- treatments of illnesses and the results of accidents in participating in motor sports competitions (including classification drives and rallies) and the associated training drives;
- treatments of illnesses and the results of accidents from participation in expeditions<sup>EX)</sup> on mountains higher than 6,000 m<sup>O)</sup> and in expeditions<sup>EX)</sup> in the Arctic, Antarctic and Greenland.

### Search and rescue

No cover is provided, for example, for

- accidents/illness occurring in the course of any occupational or other remunerated activity, nor to accidents/illness of members of rescue organisations in the case of organised rescue operations or other activities on behalf of the rescue organisation. Remunerated activities of members of the Österreichischer Bergsportführerverband as a certified mountain guide and ski guide or as an officially authorised and certified hiking guide are excepted from this exclusion;
- accidents occurring when using motor vehicles. Motor vehicle accidents en route (including indirectly) to and from ÖAV meetings and events and en route to and from an (even private) "Association activity" pursuant to the Association's Statutes, such as hiking tours, mountaineering, climbing, skiing, ski-touring, snowboarding, white-water canoeing, canyoning and mountain bike/trekking cycle tours, are, however, insured as well as accidents occurring when using cable cars and lifts;
- accidents occurring when using aeronautical equipment (hang-gliders, paragliders), aircraft (private engine-propelled aircraft or gliders) and parachuting. An accident occurring when using an engine-propelled aircraft is, however, insured providing the aircraft is licensed to carry passengers (for example, commercial aircraft);
- accidents occurring in the course of taking part in provincial, national or international competitions in the fields of Nordic and Alpine ski sports, snowboarding and freestyle, bob, ski-bob, skeleton or tobogganing, and when training for any of these sports;
- accidents during participation in expeditions<sup>EX)</sup> on mountains higher than 6,000 m<sup>O)</sup> and in expeditions<sup>EX)</sup> in the Arctic, Antarctic and Greenland.

## Product Information and Claims Settlement

You can obtain product information and claims forms at [www.alpenverein.at](http://www.alpenverein.at) under the quick link Insurance as well as from

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## SOS Service 24 Hour Emergency Call

**Attention!** Prior to repatriation, repatriation of a corpse (not in respect of rescue), transfer and inpatient treatment abroad, without fail, please contact

### Europ Assistance:

(otherwise only a max. € 750 will be compensated)

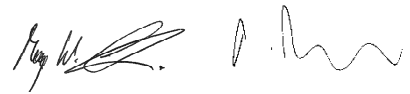
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### Europäische Reiseversicherung AG

Kratochwjlestraße 4, A-1220 Vienna



Mag. Wolfgang Lackner Mag. (FH) Andreas Sturmlechner

### Insurer:

#### Europäische Reiseversicherung AG

Kratochwjlestraße 4, A-1220 Vienna

Seat in Vienna. Commercial register HG Wien FN 55418y, DVR-Nr. 0490083.

Supervisory authority: FMA Financial Market Authority, Department: Insurance Supervision, Otto-Wagner-Platz 5, A-1090 Vienna.

The Europäische Reiseversicherung AG belongs to the Group of Assicurazioni Generali S.p.A., Trieste, which is registered in the register of insurance groups of IVASS under no. 026.

Please note: The official text is the German version of the EUROPÄISCHE travel insurance conditions ERV-RVB ÖAV 2014 the „EUROPÄISCHE Reiseversicherungsbedingungen ERV-RVB ÖAV 2014“. Any discrepancies or differences created in the translation are not binding and have no legal effect for compliance or enforcement purposes.

## EUROPÄISCHE travel insurance conditions ERV-RVB ÖAV 2014

Please note, that only those parts shall apply which correspond to the scope of benefits of your insurance package.

### General Section

#### Article 1 Who is insured?

Insured persons are the persons specifically named in the proof of insurance.

With the family tariff, up to seven persons travelling together, not more than two of whom may be adults (18th birthday has occurred before the day of the start of trip) can be specifically named as insured persons. These persons do not have to be related to each other. It is not necessary for them to live at the same address.

It is a precondition for the **Alpenverein Premium-annual travel cover** that the insured person has their normal place of residence in Austria.

#### Article 2

##### Where does the insurance cover apply?

1. The insurance cover applies in the agreed local area of application.
2. If the agreed local area of application is "Europe" (according to tariff), the insurance cover extends to Europe in the geographical sense, the Mediterranean states and islands, Jordan, Madeira, the Azores, the Canary Islands and Russia.

3. Art. 14 and 17 shall apply only abroad.  
The country in which the insured person has his/her place of residence is regarded as that person's home country. "Abroad" is deemed to be the agreed local area of application excluding the home country.

#### Article 3

##### When does the insurance cover apply?

- Alpenverein Premium-single trip cover:** The insurance cover applies for one trip up to the selected insurance term.
- Alpenverein Premium-annual travel cover:** The insurance cover applies to the first eight weeks of each trip abroad during the agreed insurance term. The insurance term commences on the day following the taking out of the insurance at 0.00 hours and ends on 31.12. of the same calendar year; in respect of the taking out of insurance from 1 September, on 31.12 of the following calendar year.
- The insurance cover during a journey begins with departure from the place of residence or of second residence or of the place of regular work and ends with return to there or with the prior expiry of the insurance. Travel between the aforementioned places are not covered.
- The conclusion of two or more immediately consecutive insurances shall be deemed to be a uniform continuous insurance period and is only permissible following separate agreement with the insurer.

#### Article 4

##### When does the insurance have to be taken out?

- Insurance must be taken out before departure.
- An extension to the insurance cover after departure is not possible.

#### Article 5

##### When does the premium have to be paid?

The premium is to be paid when taking out the insurance.

#### Article 6

##### What is not insured (exclusions)?

There is no insurance cover for events which

- are suffered by the insured person as a result of a considerable impairment of his or her psychological and physical state due to alcohol, narcotics or medicines;
- befall the insured directly or indirectly through acts of war,
  - if the insured actively takes part in the war or civil war; an active participant is thus a person who delivers, takes away or otherwise deals with plant, facilities, equipment, vehicles, weapons and other material intended for conducting a war on the side of a warring party;
  - if the insured betakes himself or herself into the crisis area after the outbreak of the war or civil war;
  - if the insured betakes himself or herself into the war or civil war because he or she was following his or her profession;
  - if the accident is caused through ABC weapons (atomic, biological or chemical weapons);
  - if the state in which the insured person is resident or normally domiciled is a warring party or if the act of war is located in the territory of this state.

In any case, existing insurance cover ends at most 14 days after the outbreak of war or civil war.

- arise through active participation in unrest;
- occur in the course of the insured person committing or attempting to commit acts which are punishable by the courts, and in respect of which malicious intent is a constituent element of the offence;
- are caused by the effects of ionising radiation within the meaning of the Radiation Protection Act in its applicable version, or through nuclear energy;
- are caused by participating in motor sports competitions (including classification drives and rallies) and the associated training drives;
- are caused by active participation in state, federal or international competitions in the area of Nordic or Alpine ski sports, snowboarding as well as freestyle, bobsledding, ski-bobbing, skeleton or tobogganing;
- occur through the use of aircraft equipment and aircraft and through parachute jumping.

However, there is insurance cover for the treatment of illnesses and the results of accidents which the insured person suffers as a passenger in a motorised aircraft, which is licensed for the transportation of passengers (excluding power gliders and ultralights).

Regarded as an air passenger is a person who is neither associated causally with the operation of the aircraft or is a member of the crew nor pursues an occupation through the means of the aircraft;

- occurs in the course of organised rescue operations or other activities on behalf of the rescue organisation as a member of the rescue organisation;
- arise during participation in accidents from participation in expeditions on mountains higher than 6,000 m and in expeditions in the Arctic, Antarctic and Greenland.
- Trekking trips are not regarded as expeditions and are therefore insured. If one-day summit climbs of over 6,000 m are offered in the context of such trekking trips, these summit climbs are also not regarded as expeditions.

In respect of Alpenverein Premium-Single Trip Cover Worldwide over 6,000 m travel cover, the insurance cover also applies to ascents over several days of mountains over 6,000 m.

In addition to these general exclusions, exclusions from insurance cover are separately regulated in Articles 15 and 18.

#### Article 7

##### What do the sums insured mean?

- The insured amount in each case constitutes the maximum payment by the insurer for all insured events during an insured trip.
- In the case of the family tariff, the insured sum in question applies jointly to all insured persons.
- In the event of the conclusion of two or more insurances whose respective insurance periods overlap each other, the insured sum is not multiplied.

#### Article 8

##### What obligations have to be observed to maintain the insurance cover (duties)?

- Obligations prior to the occurrence of the insured event  
Defined as an obligation which, if violated, will release the insurer from payment pursuant to § 6, Paragraph 2, of the Austrian Insurance Contracts Act [VersVG] is that the insured person, as the driver of a car, is legally entitled to drive a car;
- Obligations following the occurrence of the insured event which, if violated, will release the insurer from payment pursuant to § 6, Paragraph 3, of the Austrian Insurance Contracts Act [VersVG] are defined:
  - an insured event is to be notified in writing to the insurer without delay by no later than within a week;
  - a death is to be notified to the insurer within 3 days, even if the accident has already been notified;
  - the insurer is to be granted the right for the corpse to be examined by a doctor, including opening and exhuming the body if necessary;

- after receipt of the claim form, this is to be sent completed without delay to the insurer; in addition, all relevant and requested information is to be given to the insurer;
- the attending doctor or the hospital providing treatment as well those doctors or hospital by whom or which the insured is treated or examined for other reasons are to authorise and to provide information requested by the insurer and to supply reports. If the insured event is reported to a social insurance provider, this is also to be authorised in the same way;
- official authorities dealing with the accident are to be authorised and to allow to issue the information requested by the insurer;
- the insurer can request that the insured be examined by a doctors specified by the insurer;
- for claims for reimbursement of costs, proof of the costs incurred is to be provided to the insurer through original documents. The documents then become the property of the insurer.

#### Article 9

##### How do declarations have to be made?

All declarations and information provided by the policyholder, the insured person, or other third parties in connection with the insurance contract require the written form in order to be valid (in writing, but without signature). The declarations and information must be received by the recipient, and must be capable of being permanently preserved by the recipient (by printing out or storage, as in the case of fax or email, but not SMS messages), and the identity of the person making the declaration must be clearly evident from the text. Written declarations and information (with signature) are of course also valid, but verbal declarations and information are invalid.

#### Article 10

##### What applies in the event of entitlements from other insurance policies (subsidiarity)?

All insurance benefits are subsidiary. This means that the insurance benefits shall be provided only when and to the extent that no other insurer (social insurance provider, private insurance) is to provide benefits or has actually provided benefits.

#### Article 11

##### When is the compensation due?

The compensation payment is due upon completion of the investigations necessary in order to determine the insured event and the extent of the benefit to be paid by the insurer. However, the compensation payment becomes due irrespective thereof if the policyholder, following the expiry of two months since request for a cash payment, demands an explanation from the insurer as to why it has not yet been possible to complete the investigations, and the insurer does not comply with this demand within one month. If the duty of payment has only been established in terms of its basis, the entitled party can demand advance payments up to the minimum amount payable by the insurer on the basis of the nature of the case.

#### Article 12

##### What rights apply following an insured event?

- Following the occurrence of the insured event
  - Following the occurrence of the insured event, the insurer can terminate if it acknowledges the basis of the insurance benefit or has provided the insurance benefit or if the policyholder has submitted a fraudulent claim.  
The termination is to be made within a month
    - following acknowledgement of the basis of the insurance benefit;
    - following provision of the insurance benefit;
 following rejection of the fraudulently, submitted claim to insurance benefit made by the insured.  
The termination can only be made adhering to a month's notice of termination.
  - Following the occurrence of the insured event, the policyholder can terminate in the cases cited in 1.1; furthermore, even if the insurer has rejected or delayed acknowledgement of a justified claim for the insurance claim.  
Moreover, the policyholder can terminate following the decision of the medical commission or following the legal effect of the judgement of the court in the case of a lawsuit before a court.  
In all cases the termination is to be made within a month
    - following acknowledgement of the basis of the insurance benefit;
    - following provision of the insurance benefit;
    - following rejection of the fraudulently, submitted claim to insurance benefit;
    - following rejection of the justified claim for insurance benefit;
    - following the legal effect of a judgement in the case of a lawsuit before a court;
    - following the due date of the insurance benefit in respect of a delay in acknowledgement (Article 11) from the policyholder.
 The termination can be made with immediate effect or at the end of the current period of insurance.
  - The insurer is entitled to collect the premium pro rata until the cancellation of the policy.
- If the policy expires due to the death of the insured, the insurer is entitled to collect the premium pro rata until the cessation of the policy.

#### Article 13

##### What law is applicable?

Austrian law applies insofar as is legally permissible.

### Special section A: Medical services abroad

#### Article 14

##### What is covered abroad?

- The insurance cover applies to leisure and occupational accidents as well as in respect of illness. Illness is an abnormal physical or mental condition in accordance with the generally recognized state of medical science.
- Alpenverein Premium-single trip cover:** the insurance cover encompasses
  - the full costs of medically necessary transportation from a foreign country to a hospital in the home country or the permanent residence, plus the costs for transporting one person in a close relationship to the person being repatriated. A prerequisite for repatriation, in addition to the ability of the insured to be repatriated, is that
    - there is a life-threatening disorder of the health status or
    - because of the local medical care available, treatment corresponding to the standard of care at home cannot be ensured or
    - an inpatient stay in a hospital of more than 5 days is anticipated.
  - the costs incurred abroad (not in the country of the permanent residence)
    - of medically necessary treatment which cannot be delayed, including remedies prescribed by a doctor,
    - of medically necessary transportation to the nearest suitable hospital up to an insured sum of € 500,000. Outpatient medical treatment including prescribed medication is subject to a deduction of € 70 per person and per stay abroad.

- 2.3. the full costs of the transportation of a deceased person from abroad to his or her last place of residence.
- 2.4. the transportation pursuant to Points 2.1 and 2.3 must be organized from one of the contractual organizations specified on the membership card; otherwise a maximum of € 750 will be compensated.
3. **Alpenverein Premium-annual travel cover:** The insurance cover encompasses costs incurred abroad (not in the country of the permanent residence)
  - of medically necessary treatment which cannot be delayed, including remedies prescribed by a doctor,
  - of medically necessary transportation to the nearest suitable hospital up to a sum insured of € 500.000.00, whereby an excess in respect of inpatient treatment and transportation services of € 10,000.00 and in respect of outpatient treatment of € 2,000.00 is applicable.
4. The insurer shall pay in advance for the costs of inpatient remedial treatment. A payment in advance will only be made to the hospital. Remedial treatment is a medical treatment which appears suitable, in accordance with the generally recognized state of medical science, for improving the condition or to prevent a worsening. The remedial treatment ends when, according to the medical finding, there is no longer a need for remedial treatment.

Article 15

**What is not insured (exclusions)?**

There is no insurance cover for:

1. medical treatment begun before the start of a foreign journey;
2. medical treatment of chronic diseases or illnesses, except as a consequence of acute attacks or episodes;
3. medical treatment(s) being the purpose of the stay abroad;
4. dental treatments which are not for the initial care for the direct restriction of pain;
5. termination of pregnancy and delivery, as well as pregnancy-related examinations, except for premature births that occur at least two months prior to the naturally expected date of birth;
6. cosmetic treatment, spa treatment and rehabilitation measures;
7. prophylactic inoculation or vaccination;
8. remedial treatments of illnesses and the results of accidents from active participation for reward in sports competitions which take place in public and training for these. (With the exclusion of climbing competitions as a member of the Österreichischen Wettkletterverbandes which take place in public).

Article 16

**What cover is provided in the context of existing illnesses and consequences of accidents?**

An existing illness or consequence of an accident is insured if it unexpectedly becomes medically acute and is not excluded from cover in accordance with Article 15. In this case the costs as stated in Article 14 are generally reimbursed for existing illnesses up to the agreed insured sum.

**B: Search and rescue**

Article 17

**What is insured?**

1. The insurance cover applies to accidents occurring in the course of leisure activities.
2. The insured amount for rescue costs amount to € 25,000. Rescue costs are understood as those costs of local rescue organisations (including costs of rescue organisations of neighbouring countries for incidents occurring close to national frontiers) incurred when the insured person has suffered an accident, or must be rescued, whether injured or uninjured, from mountain or aquatic distress (the same also applies in the case of fatalities). Rescue costs are deemed the demonstrable costs incurred in searching for and transporting the injured person to the nearest road open to traffic or to the hospital nearest the site of the accident.

Article 18

**What is not insured (exclusions)?**

There is no insurance cover for accidents

1. resulting from physical damage in the course of curative measures and operations that the insured person applies or has had applied, insofar as an insured event was not the occasion for this; if an insured event was the occasion, Article 6, Point 5. does not apply;
2. occurred during carrying out a sporting activity for remuneration and training therefor. There is remuneration if the insured receives more than pure allowable expenses;
3. in respect of a professional or otherwise remunerated activity. Remunerated activities of members of the Österreichischer Bergsportführerverband as certified mountain guides and ski guides or as officially authorised and certified hiking guides are excepted from this;
4. in respect of the use of motor vehicles. Motor vehicle accidents en route (including indirectly) to and from ÖAV meetings and events and en route to and from an (including private) "association activity" pursuant to the Association's Statutes, such as hiking tours, mountaineering, climbing, skiing, ski-touring, snowboarding, white-water canoeing, canyoning and mountain bike/trekking cycle tours, including in respect of (not limited by time) breaks are, however, insured as are accidents occurring when using cable cars and lifts.

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Please note: The official text is the German version of the Austrian Insurance Contracts Act the „Versicherungsvertragsgesetz“. Any discrepancies or differences created in the translation are not binding and have no legal effect for compliance or enforcement purposes.

**Annex**

**Extract from the Austrian Insurance Contracts Act [VersVG]**

§ 6. (1) If it is provided in the contract that in the event of the violation of an obligation towards the insurer which has to be fulfilled before the occurrence of the insured event, the insurer is to be released from the obligation to make payment, the agreed legal consequence does not arise if the violation is to be regarded as non-culpable. The insurer can terminate the contract without notice within one month from the time when knowledge of the violation is obtained, unless the violation is to be regarded as non-culpable. If the insurer does not terminate the contract within one month, the insurer cannot plead release from payment as agreed.

(1a) In the event of the violation of an obligation which is intended to maintain the equivalence between risk and premium upon which the insurance contract is based, the agreed release from payment also only arises in the ratio in which the agreed premium falls short of the premium as provided in the tariff in respect of the increased risk. In the event of the violation of obligations in regard to mere communications and notifications which do not have any influence on the insurer's assessment of the risk, release from payment only arises if the obligation in question has been intentionally violated.

(2) If an obligation is violated which the policyholder has to fulfil vis-à-vis the insurer in order to reduce the risk or to prevent an increase in the risk (irrespective of the applicability of 1a), the insurer cannot plead release from payment as agreed if the violation has no influence on the occurrence of the insured event, or insofar as it has not had any influence on the scope of the payment the insurer is obliged to pay.

(3) If the release from payment is agreed in respect of the event of a violation of an obligation which has to be fulfilled vis-à-vis the insurer after the occurrence of the insured event, the agreed legal consequence does not arise if the violation is not based either on malicious intent or gross negligence. If the obligation is not violated with the intention of influencing the insurer's duty to pay or of adversely affecting the determination of such circumstances as are evidently significant as far as the insurer's duty to pay is concerned, the insurer remains obliged to make payment insofar as the violation has not had any influence on either the determination of the insured event or the determination or scope of the payment the insurer is obliged to make.

(4) Any agreement pursuant to which the insurer shall be entitled to withdraw from the contract in the event of the violation of an obligation is invalid.

(5) The insurer can only derive rights from the negligent violation of an agreed obligation if the policyholder has previously received the insurance conditions or another document in which the obligation is communicated.