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## General Conditions of Insurance for ACREDIA Single<sup>A</sup> 2019

## Splošni zavarovalni pogoji za zavarovanje ACREDIA Single<sup>A</sup> 2019

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## Definitions

**The Insured** is the natural person or legal entity who/which concludes the insurance policy with the Insurer.

**The Insurer** is ACREDIA Versicherung AG.

**The Buyer** is the natural person or legal entity who/which concludes the contract for the delivery of goods and/or the performance of services with the Insured, is the recipient of the contractually agreed goods and/or services from the Insured, and is obliged to pay the Insured.

## Object

**Art. 1** Which losses will be indemnified under this insurance policy?

The Insurer will indemnify the Insured for losses in respect of legally secure receivables for goods delivered and services performed, that result from an insured event (Art. 18) concerning the Buyer.

## Details of cover

**Art. 2** What are the preconditions for getting insurance cover?

(1) The preconditions for the granting of insurance cover are:

- that the Insurer has set a credit limit on the Buyer by means of a credit limit notification, and
- that there is room for the outstanding receivables within the credit limit (Art. 13[1]).

(2) The Insured undertakes to apply for an adequate credit limit to cover all receivables due from the Buyer.

(3) If the Insurer has not set the credit limit at the level requested by the Insured, the Insured shall make a new request in the amount needed at the latest after one year. If the total outstanding receivables due from the Buyer exceed the credit limit set, the Insured shall promptly apply for a higher limit.

## Druge določbe

**23. člen** Na kakšen način se tuje valute preračunavajo v pogodbeno valuto?

**24. člen** Kakšne posledice imajo zavarovalčeve kršitve dolžnosti ali obveznosti?

**25. člen** Ali se lahko zavarovalnina zastavi ali odstopi?

**26. člen** Kaj se zgodi, če postane zavarovalec plačilno nesposoben?

**27. člen** Na kakšen način se lahko predmetna pogodba spremeni? Katero pravo se uporablja?

## Opredelitve pojmov

**Zavarovalec** (fizična ali pravna) oseba, ki sklene zavarovalno pogodbo z zavarovateljem.

**Zavarovatelj** je ACREDIA Versicherung AG.

**Kupec** je (fizična ali pravna) oseba, s katero zavarovalec sklene pogodbo o dobavi ali storitvah, po katerih opravlja pogodbeno dogovorjene dobave/storitve in je zavezan k plačilu.

## Predmet

**1. člen** Kateri izpadi plačil so nadomeščeni na podlagi te zavarovalne pogodbe?

Zavarovatelj nadomesti zavarovalcu izpad plačil od pravno utemeljenih terjatev iz naslova dobav blaga in izvajanja storitev, ki nastane zaradi nastopa zavarovalnega primera (18. člen) v zvezi s kupcem.

## Podrobnejše informacije o zavarovalnem kritju

**2. člen** Pod kakšnimi pogoji obstaja zavarovalno kritje?

(1) Pogoj za zavarovalno kritje je,

- da je zavarovatelj za kupca na podlagi obvestila o kritju odobril zavarovalno vsoto in
- da se terjatev giba v okviru zavarovalne vsote (prvi odstavek 13. člena).

(2) Zavarovalec se zavezuje, da bo zahteval zadostno zavarovalno vsoto za kritje celotne terjatve do kupca.

(3) V primeru, da zavarovatelj ne odobri zavarovalne vsote v zahtevani višini, mora zavarovalec najpozneje v enem letu znova predlagati njeno povišanje. V primeru, da celotna terjatev do kupca presega določeno zavarovalno vsoto, mora zavarovalec nemudoma zahtevati njeno povišanje.

(4) The Insured has the right to reduce the credit limit at the start of each new insurance year. The Insured must inform the Insurer of this one month prior to the start of the new insurance year at the latest. This does not affect the obligation to apply for an adequate credit limit to cover all receivables due from the Buyer (para. 2). It is not possible for the Insured to request a reduction of the credit limit in the course of an insurance year.

### Art. 3 When does cover begin and when does it end?

(1) Cover begins upon commencement of the insurance policy.

(2) Cover ends

a) upon expiry of the insurance policy, provided the policy has not been terminated by the Insurer (b);

b) in the event the insurance policy is terminated by the Insurer, as soon as all insured receivables have either been paid or an insured event occurs, or at the latest 12 months after the expiry of the insurance policy; this does not apply if the insurance policy is terminated by the Insurer due to the failure of the Insured to pay a follow-up premium (Section 39 of the Austrian Insurance Contract Act).

(3) Any insured event must occur during the period of cover.

### Art. 4 What defines the contents and the scope of cover?

The contents and the scope of cover are defined by the insurance policy, unless otherwise set out in the credit limit notification (Art. 2).

### Art. 5 Self-insured retention and limits on indemnification

(1) The Insured will bear a percentage of each covered loss (Art. 21) for its own account. This self-insured retention is specified in the Schedule to the policy. The Insurer may, however, in the case of deterioration of the risk or for other material reasons which the Insurer deems to justify such action, set a higher self-insured retention in the credit limit notification at any time. The Insurer will indemnify the Insured for the Buyer only up to the maximum of the credit limit set on the Buyer less the self-insured retention.

(2) The self-insured retention may not be insured elsewhere or otherwise separately secured. If the Insured has insured the agreed self-insured retention elsewhere, then the Insurer is entitled to reduce any indemnification by the amount of the Insured's claim against the other insurer.

(4) Zavarovalec ima pravico, da z začetkom novega zavarovalnega leta zniža zavarovalno vsoto. Ustrezno izjavo mora zavarovatelj prejeti najpozneje en mesec pred začetkom novega zavarovalnega leta. To ne vpliva na zavarovalčevo dolžnost, da zahteva zadostno zavarovalno vsoto za kritje celotne terjatve do kupca (drugi odstavek). Znižanje zavarovalne vsote na željo zavarovalca med tekočim zavarovalnim letom ni mogoče.

### 3. člen Kdaj zavarovalno kritje prične in kdaj preneha veljati?

(1) Zavarovalno kritje prične veljati z zavarovalno pogodbo.

(2) Zavarovalno kritje preneha veljati,

a) če zavarovatelj ni odstopil od zavarovalne pogodbe (iz točke b)), hkrati s prenehanjem zavarovalne pogodbe;

b) če zavarovatelj odstopi od zavarovalne pogodbe, takoj ko so vse zavarovane terjatve plačane ali je nastopil zavarovalni primer, vendar najpozneje 12 mesecev po izteku zavarovalne pogodbe; navedeno pa ne velja, če zavarovatelj odstopi od zavarovalne pogodbe, ker zavarovalec ni poravnal naslednje premije (39. člen avstrijskega zakona o zavarovalnih pogodbah).

(3) Zavarovalni primer mora nastati po začetku in pred prenehanjem zavarovalnega kritja.

### 4. člen Kaj določa vsebino in obseg zavarovalnega kritja?

Vsebina in obseg zavarovalnega kritja sta določena v zavarovalni pogodbi, razen če obvestilo o kritju (2. člen) ne določa drugače.

### 5. člen Lastni delež in omejitev zavarovalnine

(1) Zavarovalec deloma nosi izpade plačil zavarovalnega primera (21. člen). Lastni delež je naveden v zavarovalni polici, pri čemer lahko zavarovatelj zaradi povečanja nevarnosti ali drugih po njegovi presoji upravičenih razlogov v obvestilu o kritju kadarkoli določi višji lastni delež. Zavarovatelj zavarovalcu izplača zavarovalnino za kupca, in sicer največ v znesku zavarovalne vsote, določene za posameznega kupca, od katere odšteje lastni delež.

(2) Lastni delež ne sme biti zavarovan drugje ali posebej zavarovan. Če je zavarovalec dogovorjeni lastni delež zavaroval drugje, ima zavarovatelj pravico zmanjšati zavarovalnino v višini zavarovalčevega zahtevka do drugega zavarovatelja.

## Art. 6 Premium

(1) The premium is calculated monthly in arrears on the basis of the credit limit that is in effect on the final calendar day of the month. The premium rate is set out in the Schedule to the policy. If the Insurer cancels the credit limit (Art. 13[2]), a one-off premium based on the cancelled credit limit is calculated for the month in which the cancellation occurred.

(2) The premium will be invoiced along with any insurance tax and is payable on receipt of the invoice.

(3) If the Insurer withdraws from the insurance policy due to the Insured defaulting on the first premium (Section 38 of the Austrian Insurance Contract Act), the Insurer will be entitled to a transaction fee amounting to 25% of the projected annual premium, calculated on the basis of the agreed credit limit and premium rate.

## Art. 7 Why are credit rating fees payable to ACREDIA Services GmbH?

(1) ACREDIA Services GmbH carries out credit assessment on behalf of the Insured and monitors on an ongoing basis the credit-worthiness of the Buyer. The Insurer sets the credit limit based on the results of this assessment and monitoring.

(2) The Insurer is entitled to pass on any information about the Buyer, received from the Insured in connection with this insurance policy, to ACREDIA Services GmbH. The Insured authorises the Insurer to do this until such time as this authorisation is revoked.

(3) The Insured pays a credit rating fee as contribution towards the costs of such credit assessment and monitoring. The fee is specified in the Schedule to the policy, applies per year and is invoiced by ACREDIA Services GmbH. The credit rating fee is payable on receipt of the invoice.

## Art. 8 What receivables are insured?

(1) Cover is provided only for undisputed and invoiced receivables due to the Insured, excluding VAT, which fulfil the following criteria:

- a) the receivable arises from a delivery of goods or a render of services with is a business-related transaction for both the Insured and the Buyer (business-related transaction on both sides) and which the Insured has rendered to the Buyer within its regular course of business, in its own name and for his own account, and
- b) the payment term agreed with the Buyer does not exceed the Maximum Extension Period (Art. 14).

(2) Freight costs and insurance premiums, discounts and charges for bills of exchange are included in cover to the extent that they incurred in connection with insured receivables (para. 1).

## 6. člen Premija

(1) Premija se mesečno izračuna pozneje na podlagi zavarovalne vsote, ki velja na zadnji koledarski dan v mesecu. Premijska stopnja je navedena v zavarovalni polici. Če zavarovatelj odpravi zavarovalno vsoto (drugi odstavek 13. člena), se na podlagi odpravljene zavarovalne vsote obračuna enkratna premija za mesec, v katerem je bila odpravljena zavarovalna vsota.

(2) Za premijo se izda račun z morebitnim davkom od prometa zavarovalnih poslov in zapade v plačilo s prejemom računa.

(3) Če zavarovalec zamuja s plačilom prve premije in zavarovatelj zaradi tega odstopi od pogodbe (38. člen avstrijskega zakona o zavarovalnih pogodbah), ima zavarovatelj pravico zahtevati plačilo provizije v višini četrte letne premije, izračunane glede na oceno celotne vrednosti na podlagi dogovorjene zavarovalne vsote in premijske stopnje.

## 7. člen Zakaj je treba družbi ACREDIA Services GmbH plačati prispevke za preverjanje kreditne sposobnosti?

(1) ACREDIA Services GmbH po nalogu zavarovalca opravi preverjanje kreditne sposobnosti in stalno nadzoruje bonitetno oceno kupca. Na podlagi tega preverjanja in nadzora zavarovatelj določi zavarovalno vsoto.

(2) Zavarovatelj sme informacije o kupcu, ki jih prejme od zavarovalca na podlagi te pogodbe, posredovati družbi ACREDIA Services GmbH, za kar zavarovalec pooblašča zavarovatelja do preklica pooblastila.

(3) Zavarovalec je soudeležen pri stroških preverjanja in nadzora s prispevkom za preverjanje kreditne sposobnosti. Ta prispevek je naveden v zavarovalni polici in velja za eno leto, pri čemer račun za zadevni znesek izstavi ACREDIA Services GmbH. Prispevek za preverjanje kreditne sposobnosti zapade v plačilo s prejemom računa.

## 8. člen Katere terjatve so zavarovane?

(1) Zavarovalno kritje obstoji le za terjatve zavarovalca, ki so pravno utemeljene in za katere je bil izdan račun brez davka na promet/dodano vrednost ter izpolnjujejo naslednje pogoje:

- a) terjatev izhaja iz dobave blaga ali izvajanja storitve, ki je za zavarovalca in kupca s podjetjem povezani posel (obojestranski s podjetjem povezani posel) in ki jo je zavarovalec v okviru svojega običajnega poslovanja v lastnem imenu ter na lasten račun zagotovil kupcu, in
- b) s kupcem dogovorjeni rok plačila ne presega skrajnega kreditnega roka (14. člen).

(2) Prevozní stroški, zavarovalne premije, popusti in stroški menjave so vštetí v zavarovalno kritje, v kolikor so nastali v povezavi z zavarovanimi terjatvami (prvi odstavek).

(3) For receivables which are invoiced within 5 weeks of their accrual (Art. 10), cover exists prior to invoicing.

#### Art. 9 What receivables are not insured?

The following are excluded from insurance cover:

- a) Receivables which accrued prior to the commencement or after the expiry of the insurance policy.
- b) Receivables where the payment term agreed with the Buyer exceeds the Maximum Extension Period (Art. 14).
- c) Receivables which accrue during a period of suspension of cover (Art. 15).
- d) Receivables which accrue subsequent to the occurrence of the insured event.
- e) Receivables or parts of receivables for which there was not sufficient room within the credit limit (Art. 13 para. 1).
- f) Receivables in respect of liability for damages, late interest, contractual penalties, costs arising from the disputed acceptance of goods or services by the Buyer or exchange rate losses.
- g) Receivables where the due date is dependent on the conduct of a third party (for example payment by a third party to the Buyer).
- h) Receivables or parts of receivables arising out of discounts originally granted and subsequently cancelled.
- i) Receivables due from public Buyers.
- j) Receivables due from any company in which the Insured directly or indirectly holds a majority interest or can be shown to exert a controlling influence on management decisions.
- k) Receivables from rental, leasing or licence contracts.
- l) Receivables due in respect of the delivery of goods and/or the performance of services for which there has been a failure by the Insured to obtain any documents or authorizations required.
- m) Receivables in respect of the delivery of goods whose import into the country of destination contravenes a prohibition in force.
- n) Receivables for which the underlying deliveries of goods or services were not provided in the country in which the Buyer has its registered office (third country exemption), unless the Insurer agreed in advance to include these receivables in the cover.
- o) Receivables from the delivery of goods and services that is in breach of mandatory economic sanctions or embargoes, and in particular sanctions or embargoes imposed by the Insured's country, the Buyer's country, the United States of America, the European Union, the United Nations or another international organisation recognised under international law.

#### Art. 10 When does a receivable accrue?

In the case of the delivery of goods, the receivable accrues on the date on which the goods were despatched. In the case of services, the receivable accrues continually as and when the service is performed. One day's performance is considered to be given from the moment the day starts.

(3) Za terjatve, za katere je bil v roku 5 tednov od njihovega nastanka (10. člen) izdan račun, obstoji zavarovalno kritje že pred izdajo računa.

#### 9. člen Katere terjatve niso zavarovane?

Iz zavarovalnega kritja so izvzete naslednje terjatve:

- a) Terjatve, ki so nastale pred pričetkom veljavnosti ali po prenehanju zavarovalne pogodbe.
- b) Terjatve, pri katerih s kupcem dogovorjeni rok plačila presega skrajni kreditni rok (14. člen).
- c) Terjatve, ki nastanejo med zaustavitvijo kritja (15. člen).
- d) Terjatve, ki nastanejo po nastanku zavarovalnega primera.
- e) Terjatve ali deli terjatev, ki ne spadajo v zavarovalno vsoto (prvi odstavek 13. člena).
- f) Zahtevki za plačilo odškodnine, zamudne obresti, pogodbene kazni, stroški pravnih postopkov, tečajne izgube.
- g) Terjatve, katerih zapadlost je odvisna od ravnanja tretje osebe (na primer plačilo tretje osebe kupcu).
- h) Terjatve ali delne terjatve, nastale na podlagi naknadno odpovedanih popustov.
- i) Terjatve do javno-pravnih podjetij.
- j) Terjatve do podjetij, v katerih je zavarovalec posredno ali neposredno večinsko udeležen ali v katerih na kakršenkoli drug način lahko izvaja odločilen vpliv na poslovanje.
- k) Terjatve, ki izhajajo iz najemnih in zakupnih pogodb ter pogodb o leasingu ali licenčnih pogodb.
- l) Terjatve iz dobave blaga ali oprave storitev, za izvedbo katerih manjkajo potrebna dovoljenja.
- m) Terjatve iz dobave blaga, katerega uvoz v namembno državo pomeni kršitev obstoječe prepovedi.
- n) Terjatve, pri katerih temeljne dobave blaga in oprave storitev niso bile izvedene v državi, v kateri ima kupec uradni sedež (izključitev tretjih držav), razen če je zavarovatelj te terjatve predhodno vključil v zavarovalno kritje.
- o) Terjatve iz dobave blaga in oprave storitev, katerih izvajanje pomeni kršitev pravno zavezujočih mednarodnih gospodarskih sankcij ali embarga, zlasti sankcij ali embarga, ki jih določi država zavarovalca, država kupca, Združene države Amerike (ZDA), Evropska unija, Združeni narodi (ZN) ali katera od drugih mednarodnopravno priznanih mednarodnih organizacij.

#### 10. člen Kdaj nastane terjatev?

Pri dobavi blaga nastane terjatev na dan, ko je bilo blago odpremljeno. Pri storitvi nastane terjatev postopoma z izvajanjem storitve. Storitve, opravljena v enem dnevu, se šteje za opravljena že s pričetkom tega dne.

## Art. 11 Collection costs

(1) The insurance policy also covers any costs invoiced to the Insured, by an attorney or a collection agency approved by the Insurer, for any out-of-court arrangements or court action undertaken to collect a receivable that is insured and has fallen due. The Insured will ensure that debt collection arrangements are carried out with due and reasonable care and, in doing so, will follow the Insurer's instructions.

(2) An insured event is deemed to have occurred with respect to collection costs, when the final invoice from the attorney or collection agency is received by the Insured.

(3) The Insurer will indemnify the Insured for any costs covered by the policy, less the self-insured retention, up to a maximum of 10 % of the primary insured receivable collected. The limits on indemnification set out in Art. 5(1) do not apply to collection costs. Proof of the existence and validity of the primary insured receivable collected must be provided prior to indemnification. Costs incurred for uninsured receivables and parts of receivables will not be indemnified. Costs will be split proportionally between insured and uninsured receivables and parts of receivables.

## Art. 12 How are payments allocated to the account? When is a receivable paid?

(1) Each and every payment made prior to the occurrence of an insured event is allocated to the outstanding account it is intended for. Payments received without any indication of their purpose are allocated to the oldest outstanding account in the chronological order of due dates, whether this is overdue or has not yet fallen due.

(2) If the Insured has uninsured outstandings as well as insured outstandings, the Insured is not permitted to agree any form of amortization of payments with the Buyer which would put the Insurer at a disadvantage. If the Insured fails to comply with this obligation, the Insurer is entitled to allocate all payments received to the oldest account outstanding at the time of payment.

(3) Payments received subsequent to the occurrence of an insured event shall also be allocated as intended. If it is not possible to determine whether a payment was intended to pay an insured or an uninsured account, it will be allocated pro rata.

(4) Cheques and bills of exchange are only deemed to have been paid when they are honoured.

(5) If the Buyer is domiciled in a country which has no free currency market and if the equivalent value of the outstanding amount is paid onto an account in that country for the benefit of the Insured, this credit transaction is deemed to constitute payment.

## 11. člen Stroški izterjave

(1) Zavarovalno kritje obstoji tudi za stroške, ki jih odvetnik ali urad za izterjevanje terjatev, ki ga izbere zavarovatelj, zaračuna zavarovalcu za izvensodno in/ali sodno izterjavo zavarovanih in zapadlih terjatev. Zavarovalec poskrbi, da se izterjava opravi s skrbnostjo dobrega gospodarja, in pri tem sledi navodilom zavarovatelja.

(2) Glede stroškov izterjave nastopi zavarovalni primer takrat, ko zavarovalec prejme zaključno obvestilo o stroških odvetnika ali končni obračun urada za izterjevanje terjatev.

(3) Zavarovatelj kot zavarovalnino izplača stroške, ki jih krije zavarovalno kritje brez lastnega deleža, vendar največ 10 % izterjevalne zavarovane glavnice terjatve. Omejitev zavarovalnine skladno s prvim odstavkom 5. člena se za stroške izterjave ne uporablja. Pogoji za zavarovalnino je, da je dokazan dejanski obstoj izterjevalne zavarovane glavnice terjatve. Za stroške, ki se nanašajo na nezavarovane terjatve ali dele terjatev, se ne izplača zavarovalnina. Stroški se razdelijo glede na razmerje med zavarovanimi in nezavarovanimi terjatvami oz. delnimi terjatvami.

## 12. člen Na kakšen način se vplačila pripisujejo? Kdaj se terjatev šteje za plačano?

(1) Vsako plačilo se pred nastopom zavarovalnega primera pripiše k odprti terjatvi, na katero se sklicuje. Plačila brez sklica se pripišejo k odprti terjatvi, ki je oz. bo prva zapadla v plačilo.

(2) Če ima zavarovalec poleg zavarovanih tudi nezavarovane terjatve, s kupcem ne sme skleniti dogovora o odplačevanju, ki bi zavarovatelja postavil v slabši položaj. Če zavarovalec krši navedeno obveznost, lahko zavarovatelj vsa plačila pripiše najstarejši odprti terjatvi.

(3) Plačila, izvedena po nastopu zavarovalnega primera, se prav tako pripišejo glede na njihov sklic. V kolikor ni mogoče ugotoviti, ali pripadajo zavarovani ali nezavarovani terjatvi, se prištevajo sorazmerno.

(4) Čeki in menice veljajo kot plačilo šele z njihovim unovčenjem.

(5) Če je sedež kupca v državi, ki nima prostega deviznega trga, in prejme zavarovalec na račun v tej državi ekvivalent svoje terjatve, ta dobropis šteje kot plačilo.

**Art. 13 What receivables are covered by the credit limit?  
What are the consequences of the reduction or  
cancellation of the insurance cover?**

(1) The credit limit always covers the oldest outstanding accounts at any given time. Any receivables in excess of the credit limit can come under cover if and to the extent that a corresponding amount of cover for them becomes free within the credit limit due to the payment of insured accounts.

(2) In the case of deterioration of the risk or for other material reasons which the Insurer deems to justify such action, the Insurer is entitled to reduce or cancel cover at any time by means of a credit limit notification. The reduction or cancellation becomes effective on receipt of the credit limit notification by the Insured.

(3) If the credit limit is reduced, uninsured accounts can only come under cover after all outstanding insured accounts have been paid, if and to the extent that there is a free amount of cover for them in the reduced credit limit.

(4) If the credit limit is cancelled, cover is suspended (Art. 15) and both parties have the right to terminate the policy by giving one month's written notice at the end of the month.

**Art. 14 What is the purpose of the Maximum Extension Period?**

(1) The Maximum Extension Period is specified in the Schedule to the policy. It starts to run from the invoice date of the account.

(2) If the Buyer has failed to pay either an insured or an uninsured account on the expiry of the Maximum Extension Period, or if it becomes clear to the Insured that the Maximum Extension Period will be exceeded (e.g. because it has accepted a bill of exchange or agreed to deferred payment terms),

- the Insured must inform the Insurer without delay, and – independently of this –
- cover is automatically suspended (Art. 15).

(3) The Insured must place an order with an attorney or a collection agency for the collection of the account at the latest one month after the Maximum Extension Period is exceeded. Any other action is only permitted after obtaining the prior consent of the Insurer.

(4) In the case of invoices with an amount of no more than EUR 3,000.– still outstanding at the point at which the Maximum Extension Period was exceeded, or if the non-notification of the exceeding of the Maximum Extension Period is older than 2 years (calculated from the date of the oldest outstanding invoice), the Insurer will not assert its right to terminate cover pursuant to paragraphs 2 and 3.

**13. člen Katere terjatve so zavarovane v okviru zavarovalne vsote?  
Kakšne posledice ima znižanje ali odprava zavarovalne  
vsote?**

(1) V okviru zavarovalne vsote so zavarovane vsakokrat najstarejše terjatve. Terjatve, ki presegajo zavarovalno vsoto, se prenesejo vanjo le pod pogojem in v obsegu, v katerem se na podlagi plačila zavarovanih terjatev za njih sprosti ustrezen del zavarovalne vsote.

(2) Zavarovatelj lahko zaradi povečanja nevarnosti ali drugih po njegovi presoji upravičenih razlogov na podlagi obvestila o kritju kadarkoli zniža ali odpravi zavarovalno vsoto. Znižanje ali odprava zavarovalne vsote učinkuje z dnem zavarovalčevega prejema obvestila.

(3) V primeru znižanja zavarovalne vsote se nezavarovane terjatve prenesejo v zavarovalno vsoto šele, ko se s plačilom zavarovanih terjatev zanje sprosti ustrezen del znižane zavarovalne vsote.

(4) V primeru odprave zavarovalne vsote nastopi zaustavitev kritja (15. člen) in obe pogodbeni stranki imata pravico, da zavarovalno pogodbo ob upoštevanju odpovednega roka enega meseca pisno odpovesta, in sicer zadnji dan v mesecu.

**14. člen Kakšen je pomen skrajnega kreditnega roka?**

(1) Skrajni kreditni rok se določi v zavarovalni polici. Ta začne veljati z dnem izdaje računa za terjatev.

(2) Če kupec pri zavarovani ali nezavarovani terjatvi preseže skrajni kreditni rok ali če zavarovalec ugotovi, da bo skrajni kreditni rok presežen (npr. ker sprejme menico ali se dogovori za odlog plačila),

- mora zavarovalec o tem nemudoma obvestiti zavarovatelja in – neodvisno od navedenega –
- nastopi zaustavitev kritja (15. člen).

(3) Zavarovalec mora najpozneje v mesecu dni po prekoračitvi skrajnega kreditnega roka najeti odvetnika ali urad za izterjevanje terjatev, ki bo opravil izterjavo terjatev. Drugačno ravnanje je možno le s predhodnim soglasjem zavarovatelja.

(4) Zavarovatelj se odpoveduje sklicevanju na določbe drugega in tretjega odstavka tega člena pri računih, katerih odprti znesek v času prekoračitve kreditnega roka ne presega 3.000,00 EUR, ali pri neprijavljenih prekoračitvah kreditnega roka, starejših od dveh let (šteto od datuma najstarejšega odprtega računa).

## Art. 15 What is the significance of "suspension of cover"?

As soon as cover is suspended and for the entire suspension period,

- no already existing uninsured receivables can come under cover within the credit limit, and
- receivables which accrue subsequently are excluded from cover.

Receivables which were already insured shall remain insured. The suspension of cover will cease to be effective when and to the extent that the Insurer gives written notification of the fact.

## Art. 16 What other obligations must be observed?

(1) When applying for the insurance and credit limit, the Insured will answer all questions asked truthfully. This applies in particular to any circumstances affecting the creditworthiness of the Buyer. The Insured undertakes to provide details of its outstanding accounts with the Buyer to the Insurer at any time the latter so requests.

(2) The Insured agrees, at its own expense, to take all appropriate action, with due and reasonable care, to ensure that losses are prevented or minimised, and will thereby make full use of its legal rights, liquidate securities on the most favourable terms, and implement instructions given by the Insurer.

(3) The Insured undertakes to notify the Insurer without delay of any circumstances which could lead to a deterioration of the risk, in particular:

- a) if there is any serious deterioration in the Buyer's payment behaviour, or the Insured becomes aware of any negative information concerning the Buyer's financial situation,
- b) if cheques or bills of exchange are not honoured for lack of funds or direct debits are returned or bills of exchange are prolonged beyond the original due date,
- c) if the Insured suspends deliveries or performance of services for reasons of creditworthiness or is only willing to continue deliveries against prepayment or cash payment,
- d) if the Insured orders an attorney or a collection agency to collect the debt or takes court action to secure payment of the debt
- e) if insolvency as defined by Art. 18(1)[b] has occurred or its occurrence is imminent.

(4) The Insured undertakes to obtain the consent of the Insurer before concluding any composition agreement, agreement on payment in instalments or any similar agreement with the Buyer.

(5) In the case of goods delivered to an Austrian and German Buyer, the Insured shall agree legally valid simple retention of title with the Buyer. In the case of a German Buyer, it shall also agree the extended forms of retention of title (processing/mixing, all monies/outstanding balances and advance assignment). If these security instruments have not been agreed or have only been agreed in a limited form (e.g. because the Buyer's conditions of purchase contain contrary provisions), the Insured is obliged to inform the Insurer.

## 15. člen Kaj pomeni "zaustavitev kritja"?

Neposredno ob nastanku in med trajanjem zaustavitve kritja

- obstoječih nezavarovanih terjatev ni mogoče vključiti v zavarovalno vsoto in
- so novo nastale terjatve izključene iz zavarovalnega kritja.

Terjatve, ki so bile zavarovane pred nastopom zaustavitve kritja, ostanejo zavarovane. Zaustavitev kritja preneha veljati izključno po pisnem obvestilu zavarovatelja.

## 16. člen Katere obveznosti je treba še upoštevati?

(1) Ko zavarovalec poda zahtevek za zavarovanje in zavarovalno vsoto, po resnici odgovori na vsa zastavljena vprašanja. Navedeno se nanaša zlasti na okoliščine, ki zadevajo plačilno sposobnost kupca. Zavarovalec zavarovatelja redno obvešča o obstoječih terjativah do kupca.

(2) Zavarovalec na lastne stroške s skrbnostjo dobrega gospodarja sprejme vse ukrepe za preprečitev ali zmanjšanje izpada plačila, uveljavlja svoje pravice, kar najbolje izkorišča zaščitne ukrepe in pri tem upošteva navodila zavarovatelja.

(3) Zavarovalec mora nemudoma obvestiti o vseh okoliščinah, ki predstavljajo povečanje nevarnosti, še posebej

- a) če se plačilno vedenje kupca znatno poslabša ali zavarovalec izve za neugodne informacije, povezane z njegovim finančnim položajem,
- b) če zaradi pomanjkanja kritja ne pride do unovčenja čekov ali menic ali če pride do storniranja bremepisov ali naknadnega podaljšanja menic,
- c) če zavarovalec iz bonitetnih razlogov opravlja dobave oz. storitve le še proti predplačilu oz. gotovinskemu plačilu oz. jih ne opravlja več,
- d) če za izterjavo pooblasti odvetnika ali urad za izterjevanje terjatev oziroma sodno uveljavlja terjatev,
- e) če je nastala oziroma grozi plačilna nesposobnost (točka b) iz prvega odstavka 18. člena).

(4) Zavarovalec pred sklenitvijo poravnave, sporazuma o obročnem odplačevanju ali podobnega dogovora s kupcem pridobi soglasje zavarovatelja.

(5) Zavarovalec se pri dobavah avstrijskim ali nemškimi kupcem dogovori za navaden pridržek lastninske pravice, pri nemških pa tudi za njegove razširjene oblike (klavzula o predelavi, tekočem računu/saldu in odstopu prihodnjih terjatev). Če se o teh zaščitnih ukrepih ne dogovori ali se o njih dogovori le v omejenem obsegu (npr. ker so v nasprotju s prodajnimi pogoji kupca), o tem obvesti zavarovatelja.

## Art. 17 Rights of the Insurer

(1) The Insured hereby authorises the Insurer to enter into agreements with the Buyer, on behalf of the Insured, to protect the insured receivables and to reduce the risk of loss.

(2) The Insurer is entitled to examine or to have examined by others authorised by it any documents material to the policy and to make or require to be made copies thereof.

## Art. 18 When does an insured event occur?

(1) An insured event is deemed to occur,

a) if an insured receivable has not been paid in full within six months of initiating debt collection despite reasonable efforts to collect the debt – debt collection is deemed to mean the instruction of an attorney or a collection agency to collect an outstanding receivable or any other measure agreed with the Insurer (insured event – “payment default”).

b) as soon as the Buyer becomes insolvent. The Buyer is deemed to be insolvent within the meaning of the present policy when:

aa) insolvency proceedings, under the provisions of insolvency law of the country in which the Buyer’s registered office is situated, have been opened by the court or duly qualified authority for the purposes of reorganisation or liquidation, or the application for the opening of proceedings has been rejected by the court for lack of assets, or on the basis of the application, before the opening of proceedings a provisional administrator has been appointed for the purpose of safeguarding the objects of the proceedings, or the assets and business activities have otherwise been put under protection, such that the possibility of the execution of a judgement title by individual creditors is excluded, or

bb) all the Buyer’s creditors have agreed to an out-of-court settlement – with the exception of a mere deferral of payment, or

cc) the execution of a judgement title obtained by the Insured has failed to satisfy the debt in whole or in part. or

dd) the economic situation of the Buyer has been demonstrated to be so unfavourable that payment seems unlikely since the execution of a judgement title, a winding-up petition or other measures taken by the Insured against the Buyer have no prospect of success.

Insolvency is deemed to have occurred, in accordance with para. 1(b),

in the case of aa), on the date on which the insolvency proceedings are opened, the application for opening insolvency proceedings is rejected, or the measure to safeguard the objects of the proceedings is enacted;

in the case of bb), on the date on which all creditors agree to the settlement;

in case of cc), on the date on which the execution to satisfy the debt took place;

## 17. člen Pravice zavarovatelja

(1) Zavarovalec pooblašča zavarovatelja, da v njegovem imenu s kupcem sklene dogovore za zavarovanje terjatev in zmanjševanje rizika izpada plačila.

(2) Zavarovatelj lahko sam ali prek pooblaščenca zahteva vpogled v poslovno dokumentacijo zavarovalca, ki je pomembna za pogodbeno razmerje, in izdelavo kopij ali kopije dokumentacije izdelava sam.

## 18. člen Kdaj nastane zavarovalni primer?

(1) Zavarovalni primer nastane,

a) kadar zavarovana terjatev kljub skrbni izterjavi šest mesecev po začetku izterjave ni bila v celoti plačana. Kot izterjava velja pooblastilo odvetnika ali urada za izterjevanje terjatev za izterjavo zapadle terjatve ali drug ukrep, ki je usklajen z zavarovateljem (zavarovalni primer “zamuda s plačilom”) ali

b) s plačilno nesposobnostjo kupca. V skladu s to zavarovalno pogodbo nastane plačilna nesposobnost, ko

aa) pristojno sodišče ali drug pristojni upravni organ v skladu z določili insolvenčnega prava v državi kupca začne postopek v primeru insolventnosti, katerega cilj je reorganizacija ali likvidacija, če je bil zahtevek za začetek takšnega postopka zavrjen zaradi pomanjkanja mase ali če je na podlagi zahtevka pred začetkom postopka za zavarovanje namena postopka imenovan začasni upravitelj, ali so sicer premoženje in poslovanje pod nadzorom tako, da je izključena izvršba, ki jo lahko sprožijo posamezni upniki, ali

bb) je z vsemi upniki dosežena izvensodna izravnava – razen moratorija – ali

cc) z izvršbo, uvedeno s strani zavarovalca, ni bilo doseženo polno poplačilo ali

dd) so dokazane neugodne okoliščine, zaradi katerih zavarovalec plačila s strani kupca kljub sprejetemu ukrepu (npr. izvršbe, predloga za začetek insolvenčnega postopka) verjetno ne bo prejel.

Kot trenutek nastanka plačilne nesposobnosti iz točke b) 1. odst. se šteje v primeru

aa) dan začetka postopka zaradi insolventnosti, zavrnitve zahtevka za začetek takšnega postopka ali sprejetja ukrepa za zavarovanje namena postopka;

bb) dan, na katerega so se vsi upniki kupca strinjali s poravnavo,

cc) dan izvršbe;

dd) dan, na katerega ima zavarovalec na voljo pisno dokazilo.

in case of dd), on the date on which the Insured received written proof that the planned measures against the debtor had no prospect of success.

(2) An insured event is also deemed to have occurred if and when:

- following the delivery of goods or the performance of services, insolvency of the Buyer appears imminent due to deterioration of its creditworthiness,
- the goods delivered, to the extent that they are still under the control of the Insured or have been reclaimed by it, have been sold, with the consent of the Insurer, at the best price realizable elsewhere, and
- the proceeds of the sale are still lower than the receivables due from the Buyer.

The insured event here is deemed to have occurred on the date on which the loss due to the sale of the goods at a lower price is ascertained.

(3) Cover is suspended immediately upon occurrence of an insured event (Art. 15).

#### **Art. 19 What losses are not covered?**

The following losses are excluded from cover:

- a) Where the loss is in whole or in part attributable to war, hostilities, civil commotion, riots, revolution, strike, confiscation, obstruction of the traffic of goods and the transfer of payments by public authorities or state institutions, natural disasters or the direct or indirect effects of nuclear energy.
- b) Losses which occurred prior to commencement of cover or subsequent to the expiry of cover (Art. 3).

#### **Art. 20 When must a loss be notified? What documentation does the Insurer need to calculate indemnification?**

(1) The Insured shall file its claim for indemnification with the Insurer within 12 months of becoming aware of the occurrence of the insured event. The claim to indemnification lapses if it is not received by the Insurer within that deadline. Irrespective of when the Insured becomes aware of the insured event, any claim will lapse at the latest three years following the occurrence of the insured event (the claim is precluded).

(2) The Insured undertakes to provide all information and all documentation which the Insurer deems necessary in order to verify the occurrence of the insured event and the undisputed legal status of the receivable as well as for the calculation of the insured loss.

(2) Zavarovalni primer nastane tudi, če

- se boniteta kupca po dobavi tako poslabša, da mu grozi plačilna nesposobnost, in
- zavarovalec blago, s katerim še lahko razpolaga ali ga je znova prevzel, skladno z dogovorom z zavarovateljem najbolje drugače unovči in
- pri tem nastane najmanjša možna izguba.

V tem primeru se za dan nastanka zavarovalnega primera šteje dan, v katerem nastane izpad plačila zaradi drugačnega unovčenja blaga.

(3) Z nastankom zavarovalnega primera stopi v veljavo tudi zaustavitev kritja (15. člen).

#### **19. člen Kateri zavarovalni primeri niso kriti?**

Iz zavarovalnega kritja so izvzeti naslednji zavarovalni primeri:

- a) zavarovalni primeri, ki so nastali zaradi vojne ali vojnega stanja, notranjih nemirov, stavk, zaplemb, oviranja blagovnega in/ali plačilnega prometa s strani organov ali državnih institucij, naravnih katastrof ali vplivov jedrske energije;
- b) zavarovalni primeri, ki so nastali pred začetkom ali po prenehanju zavarovalnega kritja (3. člen).

#### **20. člen Do kdaj je treba sporočiti zavarovalni primer? Katere podatke potrebuje zavarovatelj za izračun zavarovalnine?**

(1) Zavarovalec mora od zavarovatelja zahtevati zavarovalnino v roku 12 mesecev po tem, ko je izvedel za nastanek zavarovalnega primera. Njegova pravica zahtevati zavarovalnino preneha, če zavarovatelj ne prejme prijave v navedenem roku, neodvisno od zavedanja zavarovalca najpozneje v treh letih po nastanku zavarovalnega primera (prekluzija).

(2) Zavarovalec je dolžan posredovati zavarovatelju vse informacije in dokumentacijo, ki jih zavarovatelj potrebuje kot dokazilo za nastanek zavarovalnega primera in za obstoj terjatve kot tudi za izračun zavarovanega izpada plačila.

## Art. 21 How is indemnification calculated?

(1) In ascertaining the insured loss, the amount due from the Buyer at the time of the insured event will be reduced by the following in the order of their appearance here:

- a) uninsured accounts or uninsured parts of accounts due,
- b) accounts which accrued subsequent to the occurrence of the insured event (Art. 18),
- c) proceeds arising out of any rights and security instruments which were a precondition for cover,
- d) the following reductions:
  - aa) rights of set-off,
  - bb) reclaimed goods and proceeds under retention of title rights,
  - cc) proceeds from the sale of goods as defined by Art. 18(2),
  - dd) proceeds from any other rights and security instruments,
  - ee) any dividends in liquidation or composition received,

insofar as they apply to the insured receivables. If it is not possible to establish whether the reductions mentioned above are in respect of insured or uninsured accounts, they will be set off against the loss in the proportion of insured to uninsured receivables.

(2) Any payments recovered or the proceeds from relevant sales of goods received between the date of reduction or cancellation of cover and the occurrence of the insured event are to be similarly regulated by the same provisions.

(3) The Insurer will indemnify the insured loss after deducting the self-insured retention.

## Art. 22 When is a claim paid? What rights are subrogated to the Insurer?

(1) The Insurer will indemnify a claim when the final insured loss has been established.

(2) If the amount of the loss has not been definitely established 3 months after the insured event has occurred and following receipt of the claim (Art. 20), the Insurer will make a provisional loss settlement. In this connection the Insurer will estimate the amounts which are deductible under Art. 21 in so far as these amounts have not yet been definitely established. If it is not possible to make any approximate estimate, a provisional indemnification will first of all be made in the amount of 50 % of the probable insured loss less the Insured's self-insured retention. (Exception: No estimate will be made in the event of "payment default" as described in Art. 18[1 [a]]. The final loss settlement will be made as soon as the necessary documentation is received.

(3) If the validity of a receivable is disputed, the Insurer will only indemnify the receivable if and to the extent that the Insured provides a legally-binding title that can be enforced within the Buyer's domicile (e.g. ruling or acceptance of the receivable).

## 21. člen Na kakšen način se izračuna zavarovalnina?

(1) Za izračun zavarovanega izpada plačila je od terjatev, ki obstojijo ob nastanku zavarovalnega primera do kupca, po navedenem vrstnem redu treba odšteti naslednje zneske:

- a) nezavarovane terjatve ali dele terjatev,
- b) opravljena plačila od nastanka zavarovalnega primera (18. člen),
- c) iztržki iz pravic in zaščitnih ukrepov, ki so bili vzpostavljeni kot pogoj za zavarovalno kritje,
- d) naslednja zmanjšanja terjatev:
  - aa) terjatve, ki se lahko pobotajo,
  - bb) povratne dobave in realizacije iz pridržkov lastninske pravice,
  - cc) realizacije iz unovčenj v skladu z drugim odstavkom 18. člena,
  - dd) realizacije iz drugih pravic in zaščitnih ukrepov, ee) sorazmerna plačila,

v kolikor se nanašajo na zavarovane terjatve. V primeru, da ni mogoče ugotoviti, ali se zmanjšanja terjatev nanašajo na zavarovane ali nezavarovane terjatve, se obojim pripišejo sorazmerno.

(2) Navedene določbe se v enaki meri uporabljajo tudi za zmanjšanje terjatve med znižanjem ali odpravo zavarovalne vsote in nastopom zavarovalnega primera.

(3) Zavarovatelj izplača zavarovani izpad plačil brez lastnega deleža kot zavarovalnino.

## 22. člen Kdaj je zavarovalnina izplačana? Katere pravice se prenesejo na zavarovatelja?

(1) Zavarovatelj izplača zavarovalnino takoj, ko je dokazan dokončni zavarovani izpad plačila.

(2) V primeru, da višina izpada plačila še ni dokončno določena, sestavi zavarovatelj v roku 3 mesecev po nastopu zavarovalnega primera in po prejemu prijave škode (20. člen) predhodni obračun zavarovalnine. Pri tem oceni zneske, ki se odbijejo v skladu z 21. členom, če njihova višina še ni določena. Če približna ocena ni mogoča, zavarovatelj kot začasno zavarovalnino najprej izplača 50 % domnevnega zavarovanega izpada plačila, od česar odšteje lastni delež. (Izjema: če nastopi zavarovalni primer "zamuda s plačilom" iz točke a) prvega odstavka 18. člena, se ocena ne izvede.) Končni poračun se izvede, ko so predložena potrebna dokazila.

(3) Če se zadevni pravni obstoj terjatve izpodbija, zavarovatelj izplača zavarovalnino zanj le, ko in če ima zavarovalec pravnomočen in na sedežu kupca izvršljiv pravni naslov (npr. sodbo, pripoznava).

(4) The Insurer will be subrogated to all legal rights and remedies the Insured has against the Buyer or third parties as well as all secondary rights up to the amount indemnified. The Insured is obliged to undertake all necessary actions for the transfer of such rights at the request of the Insurer. If the insured receivable has been transferred by way of security (Sicherungscession), the Insurer is entitled to withhold indemnification until the assignee has agreed to reassign the receivable to the Insurer.

(5) Any payments or other transactions which reduce the outstanding debt which were not included in the loss calculation pursuant to Art. 21 must be notified by the Insured to the Insurer. The Insurer will then make a revised loss settlement where appropriate.

## Additional provisions

### Art. 23 What exchange rate is to be used for foreign currencies?

(1) The policy currency is the Euro (EUR). It shall be used for all credit limits, premium payments, credit rating fees and indemnifications.

(2) The reference rate of the European Central Bank on the invoice date shall be used for the purpose of determining the euro amounts of receivables denominated in other currencies. Currencies for which no reference rate is available will be converted at the officially published rate of the Oesterreichische Nationalbank. If no official rate is available for the day concerned, the rate applying is the rate for the most recent previous day.

### Art. 24 What are the consequences of failure to comply with the duties of the Insured?

If the Insured has failed to meet a legal or contractual obligation or has breached a duty, then the Insurer is released from its liability to indemnify a claim, irrespectively of termination of the insurance policy. The Insurer will not plead exemption from liability to indemnify,

- if the Insured was not to blame for the breach of its duties of conduct, or
- if the breach of the duties of conduct did not have any influence on the occurrence of the insured event, or
- to the extent that the breach of the duties of conduct had no influence on the scope of the indemnification to be provided by the Insurer.

(4) Na zavarovatelja se prenesejo vsi zahtevki in stranske pravice zavarovalca do vseh zavezancev, in sicer v višini izplačane zavarovalnine. Zavarovalec bo za prenos pravic na zavarovatelja na njegovo zahtevo opravil vsa potrebna dejanja. Če je bila zavarovana terjatev odstopljena v zavarovanje (cesija v zavarovanje), je zavarovatelj upravičen zadržati izplačilo zavarovalnine, dokler se cesionar (odstopni upravičenec) ne zaveže k prenosu terjatve na zavarovatelja.

(5) Zavarovalec zavarovatelja obvešča o plačilih ali zmanjšanjih terjatev, ki pri izračunu izpada plačila (21. člen) niso bili upoštevani. Zavarovatelj nato po potrebi opravi nov izračun zavarovalnine.

## Druge določbe

### 23. člen Na kakšen način se tuje valute preračunavajo v pogodbeno valuto?

(1) Pogodbena valuta je evro (EUR). Velja za zavarovalno vsoto, plačila premije, prispevke za preverjanje kreditne sposobnosti in zavarovalnino.

(2) Zneski računov, ki so izdani v tuji valuti, so za namene določitve terjatve preračunani v EUR po referenčnem tečaju Evropske centralne banke na dan izdaje računa. Valute, za katere referenčni tečaj ne obstaja, se preračunajo po objavljenem deviznem tečaju Avstrijske nacionalne banke. Če za zadevni dan ni bil objavljen menjalni tečaj, se uporabi menjalni tečaj predhodnega dne, za katerega je bil menjalni tečaj objavljen.

### 24. člen Kakšne posledice imajo zavarovalčeve kršitve dolžnosti ali obveznosti?

V primeru, da zavarovalec ne izpolni katere zakonske ali pogodbene obveznosti ali krši določeno obveznost, je zavarovatelj prost svoje obveznosti izplačila. To velja ne glede na odpoved zavarovalne pogodbe. Zavarovatelj se ne bo skliceval na prenehanje dogovorjenih obveznosti,

- če je do kršitve obveznosti prišlo brez krivde zavarovalca ali
- če zavarovalec ni imel vpliva na nastanek zavarovalnega primera ali
- če kršitev ne vpliva na obseg obveznosti, ki jo mora izpolniti zavarovatelj.

#### **Art. 25 Can the right to indemnification be pledged or assigned?**

It is not permissible to pledge the right to indemnification in any form.

In any assignment of the right to indemnification, all legal remedies available to the Insurer, as well as the right of set-off, shall also be valid against the assignees. The amount of the indemnification will however only be ascertained in consultation with the Insured.

#### **Art. 26 What happens if the Insured becomes insolvent?**

If insolvency proceedings are opened in relation to the Insured's assets, the Insurer is entitled to terminate the insurance policy with a notice period of one month (Section 14 of the Austrian Insurance Contract Act).

#### **Art. 27 How can this policy be altered? Which law applies?**

(1) Declarations concerning the existence or content of the insurance relationship – in particular termination, rescission, assignment of payment claims – must be made in writing with handwritten signature (Section 886 of the Austrian General Civil Code). Written form is sufficient for all other declarations (Section 1b of the Austrian Insurance Contract Act. The contractual language of this policy is German.

(2) Austrian law shall apply, to the exclusion of conflict of law rules and UN commercial law. In addition to the contractual provisions, the provision of the Austrian Insurance Contract Act (VersVG), the Austrian Commercial Code (UGB) and the Austrian General Civil Code (ABGB) shall apply. Place of performance and sole place of jurisdiction is Vienna. ■

#### **25. člen Ali se lahko zavarovalnina zastavi ali odstopi?**

Zastava zahtevka za izplačilo zavarovalnine ni dovoljena.

V primeru odstopa zavarovatelj ohrani pravico do ugovora in do pobota do cesionarjev. Škoda se obračuna samo z zavarovalcem.

#### **26. člen Kaj se zgodi, če postane zavarovalec plačilno nesposoben?**

Če se je nad premoženjem zavarovalca začel insolvenčni postopek, lahko zavarovatelj zavarovalno pogodbo odpove z enomesečnim odpovednim rokom (14. člen avstrijskega zakona o zavarovalnih pogodbah (Versicherungsvertragsgesetz)).

#### **27. člen Na kakšen način se lahko predmetna pogodba spremeni? Katere pravo se uporablja?**

(1) Za izjave v zvezi z obstojem ali vsebino zavarovalnega razmerja – zlasti odpoved pogodbe, odstop od pogodbe in odstop od zahtevka za izplačilo zavarovalnine – velja, da morajo biti oblične (886. člen avstrijskega civilnega zakonika). Za vse druge izjave zadostuje pisna oblika (člen 1b avstrijskega zakona o zavarovalnih pogodbah). Jezik pogodbe je nemščina.

(2) Uporablja se avstrijsko pravo, pri čemer so izključena kolizijska pravila in Konvencija ZN o pogodbah o mednarodni prodaji blaga. Poleg tega veljajo določila avstrijskega zakona o zavarovalnih pogodbah, avstrijskega trgovinskega zakonika in avstrijskega civilnega zakonika. Kraj izpolnitve je Dunaj. Izključno pristojno sodišče je sodišče na Dunaju. ■