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## General Conditions of Insurance for ACREDIA TopUp<sup>®</sup> 2019

(GCI ACREDIA TopUp 2019)

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### Definitions

**The Insurer** is ACREDIA Versicherung AG.

**The Insured** is the natural or legal person who has concluded the TopUp Policy with the Insurer as a supplement to the Primary Policy.

**The Buyer** is the natural or legal person who has concluded the delivery or service contract with the Insured and who is obliged to pay him.

**The Primary Policy** is the trade credit insurance contract specified in the Schedule to the Policy, which the Insured has concluded with the Insurer and the existence of which is precondition for the conclusion and the existence of the TopUp Policy.

## Opći uvjeti osiguranja za zavarovanje ACREDIA TopUp<sup>®</sup> 2019

(SZP ACREDIA TopUp 2019)

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### Opredelitve pojmov

**Zavarovatelj** je ACREDIA Versicherung AG. **Zavarovalec** je fizična ili pravna osoba, s katero je zavarovatelj sklenil ugovor TopUp kot dopolnitev k osnovni ugovoru.

**Kupec** je (fizična ili pravna) osoba, s katero zavarovalec sklene ugovor o dobavi ili storitvah i ki mora zavarovalcu plaćati.

**Osnovna pogodba** je ugovor zavarovanja blagovnega kredita, navedena na zavarovalni polici, ki sta jo sklenila zavarovalec i zavarovatelj i katere obstoj je pogoj za sklenitev i obstoj ugovora TopUp.

**Pogodba TopUp** je predmetna zavarovalna pogodba, ki sta jo sklenila zavarovalec i zavarovatelj – kot dopolnitev k osnovni ugovoru

**The TopUp Policy** is the present insurance contract which the Insured has concluded with the Insurer – as supplement to the Primary Policy – and which is based on these General Conditions of Insurance.

**The Primary Credit Limit** is a credit limit set by the Insurer on a Buyer of the Insured within the scope of the Primary Policy.

**The TopUp Credit Limit** is a credit limit set by the Insurer on a Buyer of the Insured within the scope of the TopUp Policy.

## Preamble

Under the existing Primary Policy between the Insured and the Insurer, the Insurer will indemnify the Insured for losses on legally justified receivables from the supply of goods and services that arise during the term of the Primary Policy due to the occurrence of insured events with insured Buyers.

The TopUp Policy is a supplement to the Primary Policy. With the conclusion of the TopUp Policy the Insurer and the Insured aim to also provide the Insured with insurance cover for those receivables or parts of receivables for which the amount of cover under the Primary Policy is insufficient. The existence of the Primary Policy is a mandatory precondition for the conclusion and existence of the TopUp Policy.

### Art. 1 Subject of the insurance

The TopUp Policy exclusively covers those receivables or parts of receivables that are not insured under the Primary Policy solely because they exceed a Primary Credit Limit set thereunder. Under the TopUp Policy the Insurer will indemnify the Insured for losses on these receivables that arise during the term of the TopUp Policy due to the occurrence of an insured event with insured Buyers.

Unless otherwise agreed in the TopUp Policy, the provisions of the Primary Policy (in particular obligations and risk exclusions) shall also apply to the TopUp Policy. Further preconditions for the insurance cover as well as its content and scope are set out in these General Conditions of Insurance and any other terms and conditions agreed in the TopUp Policy.

### Art. 2 What are the preconditions for insurance cover?

Precondition for insurance cover under the TopUp Policy is

- that the Insurer has set a TopUp Credit Limit on the Buyer by means of a credit limit notification, and
- that there is room for the outstanding receivables within the TopUp Credit Limit (Art. 3).

The Insured can only apply for a TopUp Credit Limit on the Buyer if the Insurer has not set a Primary Credit Limit on the respective Buyer in the amount applied for under the Primary Policy (Art. 1). The Insurer is free to decide on acceptance and is not obliged to set a TopUp Credit Limit.

– in na kateri temeljijo ti Splošni zavarovalni pogoji.

**Vsota osnovnega zavarovanja** je zavarovalna vsota, ki jo je zavarovatelj v okviru osnovne pogodbe določil za kupca zavarovalca.

**Zavarovalna vsota TopUp** je zavarovalna vsota, ki jo je zavarovatelj v okviru pogodbe TopUp določil za kupca zavarovalca.

## Preambula

V okviru osnovne pogodbe, sklenjene med zavarovalcem in zavarovateljem, zavarovatelj nadomesti zavarovalcu izpade prihodkov za pravno utemeljene terjatve iz naslova dobav blaga in storitev, ki nastanejo med trajanjem osnovne pogodbe zaradi nastanka zavarovalnih primerov pri zavarovanih kupcih.

Pogodba TopUp je dopolnitev k osnovni pogodbi. Zavarovatelj in zavarovalec s sklenitvijo pogodbe TopUp dosežeta skupen cilj, in sicer, da se zavarovalcu zagotovi zavarovalno varstvo tudi za tiste terjatve oz. delne terjatve, za katere višina kritja v osnovni pogodbi ne zadošča. Nujen pogoj za sklenitev in obstoj pogodbe TopUp je obstoj osnovne pogodbe.

### 1 člen Predmet zavarovanja

Predmet pogodbe TopUp so izključno tiste terjatve oz. delne terjatve, ki v osnovni pogodbi niso zavarovane zgolj zato, ker presegajo vsoto osnovnega zavarovanja, ki je določena v njej. Zavarovatelj v okviru pogodbe TopUp nadomesti zavarovalcu izpade prihodkov za tiste terjatve, ki med trajanjem pogodbe TopUp nastanajo zaradi nastopa zavarovalnega primera pri zavarovanih kupcih.

Če v pogodbi TopUp ni določeno drugače, veljajo tudi za pogodbo TopUp določila osnovne pogodbe (zlasti obveznosti in izključitev tveganj). Nadaljnji pogoji za zavarovalno varstvo ter njegovo vsebino in obseg so določeni na podlagi teh Splošnih zavarovalnih pogojev in po potrebi drugih dogovorjenih pogojev pogodbe TopUp

### 2 člen Pod kojim uvjetima postoji osigurateljno pokriće?

Pogoj za zavarovalno varstvo v okviru pogodbe TopUp je,

- da je zavarovatelj za kupca na podlagi poročila o kreditni sposobnost določil zavarovalno vsoto TopUp in
- da je terjatev znotraj zavarovalne vsote TopUp (3. člen).

Zavarovalec lahko za kupca zaprosi zavarovalno vsoto TopUp le, če zavarovatelj zadevnemu kupcu v osnovni pogodbi ni odobril vsote osnovnega zavarovanja v zahtevani višini (1. člen). Zavarovatelj odloča o odobritvi in ni zavezan k določitvi zavarovalne vsote TopUp.

Za razliko od osnovne pogodbe za zavarovalca v okviru pogodbe TopUp ne velja dolžnost ponujanja.

In deviation from the Primary Policy, the Insured is not obliged to offer all business for cover and apply for a TopUp Credit Limit under the TopUp Policy.

### **Art. 3 Which receivables are covered under a TopUp Credit Limit?**

(1) Within the TopUp Credit Limit, the oldest outstanding receivables for which no capacity was left in Primary Credit Limit are insured. Receivables which exceed the TopUp Credit Limit shall only come under cover within the TopUp Credit Limit if and to the extent that there is capacity left for them within the TopUp Credit Limit due to the payment of older receivables insured or due to the moving of such receivables under the cover of the Primary Credit Limit (Par. 2).

(2) If and to the extent that receivables or parts of receivables insured under the TopUp Policy move into the insurance cover under the Primary Credit Limit in accordance with the provisions of the Primary Policy, such receivables or parts of receivables shall no longer be covered under the TopUp Policy.

### **Art. 4 Which receivables are not covered under the TopUp Policy?**

The risk exclusions according to the Primary Policy shall also apply within the scope of the TopUp Policy (exemption: receivables or parts of receivables which exceed the (Primary) Credit Limit).

In addition to the risk exclusions specified in the Primary Policy, the following receivables are excluded from insurance cover under the TopUp Policy:

- a) Receivables which are insured under the Primary Policy.
- b) Receivables which accrued prior to the commencement of the Primary Policy.
- c) Receivables which are already older than the Maximum Extension Period at the commencement of insurance cover under the TopUp Policy (Art. 5 Par. 1).
- d) Receivables which accrue after occurrence of an insured event or after expiry of the TopUp Policy.
- e) Receivables which accrue during a period of suspension of cover (Art. 11).
- f) Receivables or parts of receivables which exceed the TopUp Credit Limit.

### **Art. 5 When does insurance cover under the TopUp Policy begin and when does it end?**

(1) Under the TopUp Policy, insurance cover for a specific Buyer commences on the day specified in the credit limit notification, but not prior to the commencement of the TopUp Policy.

(2) Insurance cover ends at the same time as the TopUp Policy.

(3) The insured event must occur after the beginning and before the end of the insurance cover.

### **3 člen Katere terjatve so zavarovane v okviru zavarovalne vsote TopUp?**

(1) V okviru zavarovalne vsote TopUp so zavarovane vsakokrat najstarejše terjatve, ki ne spadajo več v vsoto osnovnega zavarovanja. Terjatve, ki presegajo zavarovalno vsoto TopUp, se prenesejo vanjo le pod pogojem in v obsegu, v katerem se na podlagi plačila starejših terjatev, ki so zavarovane v pogodbi TopUp, oz. z vključitvijo takšnih terjatev v vsoto osnovnega zavarovanja (2. odstavek), za njih sprostijo ustrezen del zavarovalne vsote TopUp.

(2) Če in ko se terjatve oz. delne terjatve, zavarovane v pogodbi TopUp, glede na določila osnovne pogodbe prenesejo v vsoto osnovnega zavarovanja, za te v okviru pogodbe TopUp zavarovalno varstvo ne obstaja več.

### **4 člen Katere terjatve niso zavarovane v pogodbi TopUp?**

Izključitev tveganj v osnovni pogodbi velja tudi v okviru pogodbe TopUp (izjema: terjatve ali delne terjatve, ki ne spadajo v vsoto osnovnega zavarovanja/zavarovalno vsoto).

Kot dopolnitev k izključitvi tveganj v osnovni pogodbi so iz zavarovalnega varstva izvzete naslednje terjatve v pogodbi TopUp:

- a) terjatve, ki so zavarovane v osnovni pogodbi,
- b) terjatve, ki so nastale pred pričetkom veljavnosti osnovne pogodbe,
- c) terjatve, ki so bile ob začetku zavarovalnega varstva v okviru pogodbe TopUp (1. odst. 5. člena) starejše kot skrajni kreditni rok,
- d) terjatve, ki nastanejo po nastopu zavarovalnega primera ali po prenehanju pogodbe TopUp,
- e) terjatve, ki nastanejo med zaustavitvijo kritja (11. člen),
- f) terjatve ali delne terjatve, ki ne spadajo v zavarovalno vsoto TopUp.

### **5 člen Kdaj zavarovalno varstvo v okviru pogodbe TopUp začne in kdaj preneha veljati?**

(1) V okviru pogodbe TopUp začne zavarovalno varstvo za kupca veljati z dnem, ki je določen v poročilu o kreditni sposobnosti, vendar ne pred začetkom veljavnosti pogodbe TopUp.

(2) Zavarovalno varstvo preneha veljati hkrati s pogodbo TopUp.

(3) Zavarovalni primer mora nastati po začetku ali pred prenehanjem zavarovalnega varstva.

#### **Art. 6 What part of the risk is borne by the Insured for his own account?**

The Insured shall bear a percentage of each covered loss under the TopUp Policy for its own account, which shall not be insured in any other way. The self-retention is specified in the Schedule to the Policy, however, the Insurer may set a higher self-retention in the credit limit notification (Art. 2).

#### **Art. 7 What are the limits to indemnification payments under the TopUp Policy?**

(1) Under the TopUp Policy, with respect to each Buyer, the Insurer indemnifies the Insured up to the maximum amount of the TopUp Credit Limit set on the Buyer less the self-retention.

(2) The total amount of indemnification payments for all insured events occurring in any one insurance year is limited to the Maximum Liability. The Maximum Liability per insurance year is EUR 2,500,000. In the event of an earlier termination of the TopUp Policy, it only applies pro rata.

(3) The limitation by the Maximum Liability applies irrespective of the amount of TopUp Credit Limits set by the Insurer.

#### **Art. 8 How is the premium calculated and when is it due?**

(1) The premium for the TopUp Policy is calculated monthly in retrospect on the basis of

- the total sum of all TopUp Credit Limits that either exist on the last calendar day of a month or were cancelled in that month (by the Insurer or at the Insured's request) and
- the premium rate stated in the Schedule to the Policy.

(2) The premium is invoiced together with any insurance tax and due on receipt of the invoice.

(3) If the Insurer withdraws from the policy due to the Insured's default with the first premium (§ 38 Austrian Insurance Contract Act), the Insurer shall be entitled to a business fee amounting to 25 % of the agreed minimum premium (see Schedule to the Policy), but not less than EUR 1,000.

#### **Art. 9 Alterations or cancellation of the TopUp Credit Limit**

(1) The Insured may at any time apply for an increase of the insurance cover for a Buyer. In order to this, the Insured – according to the terms of the Primary Policy – first applies for an increase of the Primary Credit Limit. If and to the extent the Insurer does not increase the Primary Credit Limit to the applied extent, the Insured can apply for an increase of the TopUp Credit Limit under the TopUp Policy. However, the Insurer is free to decide whether to set a TopUp Credit Limit in the applied amount.

#### **6 člen Kateri del nosi zavarovalec sam?**

Zavarovalec je v okviru pogodbe TopUp pri vsakem zavarovanem izpadu prihodkov soudeležen z lastnim deležem, ki ga ne sme drugače zavarovati. Lastni delež je naveden v zavarovalni polici, pri čemer lahko zavarovatelj v sporočilu o kreditni sposobnosti (2. člen) določi višji lastni delež.

#### **7 člen S čim je zavarovalnina v pogodbi TopUp omejena?**

(1) V okviru pogodbe TopUp zavarovatelj zavarovalcu plača odškodnino za vsakega kupca, in sicer največ v znesku zavarovalne vsote TopUp, določene za posameznega kupca, od katere odšteje lastni delež.

(2) Zavarovalnina za vse zavarovalne primere, ki nastanejo v posameznem zavarovalnem letu, je omejena z najvišjo zavarovalnino. Najvišja zavarovalnina na zavarovalno leto znaša 2.500.000 EUR. Pri predčasnem prenehanju pogodbe TopUp se zavarovalnina plača sorazmerno.

(3) Omejitev z najvišjo zavarovalnino velja ne glede na višino zavarovalnih vsot TopUp, ki jih je določil zavarovatelj.

#### **8 člen Na kakšen način se izračuna premija in kdaj zapade v plačilo?**

(1) Premija pogodbe TopUp se mesečno izračuna pozneje na podlagi

- skupne vsote vseh zavarovalnih vsot TopUp, ki veljajo na zadnji koledarski dan v mesecu oz. so bile odpravljene v tem mesecu – s strani zavarovatelja oz. na željo zavarovalca – ter
- na podlagi premijske stopnje, navedene na zavarovalni polici.

(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 če zavarovatelj zaradi tega od pogodbe odstopi (38. člen avstrijskega zakona o zavarovalnih pogodbah), ima pravico zahtevati plačilo v višini 25 % dogovorjene minimalne premije (glejte zavarovalno polico), vendar najmanj 1.000 EUR.

#### **9 člen Spremembe oz. odprava zavarovalne vsote TopUp**

(1) Zavarovalec lahko kadarkoli za kupca zaprosi povečanje zavarovalnega varstva. V tem primeru zavarovalec najprej predlaga – v skladu s pogoji osnovne pogodbe – povišanje vsote osnovnega zavarovanja. Če in ko zavarovatelj ne poviša vsote osnovnega zavarovanja, kot je bilo predlagano, lahko zavarovalec zaprosi za povišanje zavarovalne vsote TopUp v pogodbi TopUp. Vendar se lahko zavarovatelj odloči, ali bo odobril zavarovalno vsoto TopUp v zahtevani višini.

(2) The Insured can at any time apply for a reduction or the cancellation of a TopUp Credit Limit. The Insurer shall carry out the requested reduction or cancellation without delay. The reduction or cancellation shall become effective upon receipt of the relevant notification by the Insured.

(3) The Insurer may reduce or cancel the TopUp Credit Limit at any time in the event of an increase in risk or for other reasons that the Insurer deems to be justified. The reduction or cancellation becomes effective upon receipt of the corresponding notification by the Insured.

(4) In case of a reduction of the TopUp Credit Limit, uninsured receivables can only be covered under the TopUp Credit Limit if and to the extent there is sufficient capacity for them within the reduced TopUp Credit Limit due to payment of older insured receivables covered under the TopUp Policy or due to movement of such receivables under the cover of the Primary Credit Limit (Art. 3).

(5) As soon as the cancellation of the TopUp Credit Limit becomes effective, cover is suspended (Art. 11).

(6) If the Primary Credit Limit is cancelled, cover shall also be suspended under the TopUp Policy (Art. 11) as soon as the cancellation of the Primary Credit Limit takes effect.

#### **Art. 10 How are payments allocated?**

Payments shall be allocated in accordance with the provisions of the Primary Policy.

#### **Art. 11 What does "suspension of cover" mean and when does it become effective?**

As soon as cover is suspended and as long as the suspension of cover is effective

- already existing uninsured receivables can not move under the cover of the TopUp Credit Limit and
- newly accruing receivables are excluded from cover.

Receivables that were already insured when cover was suspended remain insured.

Suspension of cover shall take effect when cover is suspended under the Primary Policy and shall continue to be suspended as long as the suspension of cover under the Primary Policy is effective. Furthermore, cover is also suspended under the TopUp Policy – irrespective of the Primary Policy – when the cancellation of the TopUp Credit Limit takes effect (Art. 9 Par. 5). The suspension of cover shall cease to apply if and to the extent that the Insurer gives written notification of the fact.

(2) Zavarovalec lahko kadarkoli zaprosi za znižanje ali odpravo zavarovalne vsote TopUp. Zavarovatelj mora nemudoma izvesti zahtevano znižanje ali odpravo. Znižanje ali odprava zavarovalne vsote učinkuje z dnem zavarovalčevega prejema ustreznega obvestila.

(3) Zavarovatelj lahko zaradi povečanja nevarnosti ali drugih po njegovi presoji upravičenih razlogov kadarkoli zniža ali odpravi zavarovalno vsoto TopUp. Znižanje ali odprava zavarovalne vsote učinkuje z dnem zavarovalčevega prejema ustreznega obvestila.

(4) V primeru znižanja zavarovalne vsote TopUp se nezavarovane terjatve prenesejo v zavarovalno vsoto TopUp šele, ko se s plačilom starejših terjatev, zavarovanih v pogodbi TopUp, oz. z vključitvijo takšnih terjatev v vsoto osnovnega zavarovanja (3. člen) zanje sprostijo ustrezen del znižane zavarovalne vsote TopUp.

(5) V primeru odprave zavarovalne vsote TopUp nastopi zaustavitev kritja (11. člen).

(6) V primeru odprave vsote osnovnega zavarovanja nastopi z začetkom veljavnosti te odprave zaustavitev kritja tudi v pogodbi TopUp (11. člen).

#### **10 člen Na kakšen način se vplačila pripisujejo**

Vračunanje plačil poteka v skladu z določili osnovne pogodbe.

#### **11 člen Kaj pomeni »zaustavitev kritja« in kdaj nastane?**

Neposredno ob nastanku in med trajanjem zaustavitve kritja

- se obstoječe nezavarovane terjatve ne morejo pomakniti v zavarovalno vsoto TopUp in
- so novo nastale terjatve izključene iz zavarovalnega varstva.

Terjatve, ki so ob zaustavitvi kritja zavarovane, ostanejo zavarovane.

Zaustavitev kritja nastopi z zaustavitvijo kritja v osnovni pogodbi in obstaja, dokler traja zaustavitev kritja tudi v osnovni pogodbi. Poleg tega nastopi zaustavitev kritja v pogodbi TopUp – ne glede na osnovno pogodbo – tudi z začetkom veljavnosti odprave zavarovalne vsote TopUp (5. odst. 9. člena). Zaustavitev kritja preneha veljati izključno po pisnem obvestilu zavarovatelja.

## **Art. 12 What obligations, reporting and conduct duties must be observed? What are the Insurer's rights?**

(1) Under the TopUp Policy, the Insured is in general subject to the same obligations, duties of reporting and conduct as well as the provisions regarding the legal consequences of breaches of these obligations and duties as under the Primary Policy. This applies in particular with regard to the Insured's obligation to notify the Insurer of risk-increasing circumstances or an exceeding of the Maximum Extension Period and to commission a lawyer or debt collection agency with the collection of overdue receivables. Provided that the obligation to report an exceeding of the Maximum Extension Period or a risk-increasing circumstance has already been fulfilled or complied with in the Primary Policy, it is also deemed to have been fulfilled or complied with in the TopUp Policy.

(2) Any notification of a claim shall be made separately for the Primary Policy and the TopUp Policy (Art. 14 Par. 1). With regard to the deadline for filing a claim and the other obligations and duties of conduct of the Insured in connection with an insured event, the provisions of the Primary Policy shall also apply.

(3) The Insurer's rights within the scope of the Primary Policy (e.g. to conclude agreements with the insured Buyer on behalf of the Insured to secure receivables or reduce the default risk or to inspect the Insured's business documents) shall also apply under the TopUp Policy.

## **Art. 13 When does the insured event occur?**

The occurrence of an insured event under the TopUp Policy is governed by the corresponding provisions governing the insured event under the Primary Policy.

## **Art. 14 How is the indemnification under the TopUp Policy calculated and when will it be paid?**

(1) The claim settlement shall be made separately for the Primary Policy and the Top Up Policy. In order to determine the insured loss under the TopUp Policy, the following amounts shall be deducted from the receivables due from the Buyer at the time of the occurrence of the insured event, in the order indicated:

- a) receivables or parts of receivables not insured under the TopUp Policy (Art. 4),
- b) payments accruing subsequent to the occurrence of the insured event
- c) proceeds arising from rights and security instruments which have been made a precondition for insurance cover,
- d) the following reductions:
  - aa) offsettable receivables (rights of set-off),
  - bb) reclaimed goods and proceeds under retention of title,
  - cc) realization proceeds in accordance with the provisions of the Primary Policy regarding the shortfall of proceeds due to substitute realization,
  - dd) proceeds from any other rights or security instruments,
  - ee) any quota payments,

## **12 člen Katere obveznosti, obveznosti obveščanja in postopkovne obveznosti je treba upoštevati? Katere pravice ima zavarovatelj?**

(1) V okviru pogodbe TopUp veljajo za zavarovalca načeloma iste obveznosti, obveznosti obveščanja in postopkovne obveznosti oz. določila v zvezi s pravnimi posledicami, ki nastanejo zaradi kršitve teh obveznosti, kot v osnovni pogodbi. To zlasti velja za obveznost zavarovalca, da zavarovatelju sporoči okoliščine, ki povečajo nevarnost, ali prekoračitev skrajnega kreditnega roka ter da v primeru zapadlih terjatev za izterjavo pooblasti odvetnika oz. urad za izterjevanje terjatev. Če je bila obveznost obveščanja, in sicer sporočanje prekoračitve skrajnega kreditnega roka ali okoliščin, ki povečajo nevarnost, izpolnjena oz. upoštevana že v osnovni pogodbi, velja kot izpolnjena oz. upoštevana tudi v pogodbi TopUp.

(2) Povračilo morebitne prijave škode se za osnovno pogodbo in pogodbo TopUp izvede ločeno (1. odst. 14. člena). V zvezi z rokom za prijavo škode in drugimi obveznostmi ter postopkovnimi obveznostmi zavarovalca glede zavarovalnega primera sicer veljajo določila osnovne pogodbe.

(3) Pravice, ki so zavarovatelju podeljene v okviru osnovne pogodbe (na primer sklepanje dogovorov z zavarovanim kupcem v imenu zavarovalca za zavarovanje terjatev ali zmanjšanje tveganja izpada plačila oz. vpogled v poslovno dokumentacijo zavarovalca), veljajo tudi v pogodbi TopUp.

## **13 člen Kdaj nastane zavarovalni primer?**

Nastop zavarovalnega primera v pogodbi TopUp se določa na podlagi ustreznih določil za zavarovalni primer v osnovni pogodbi.

## **14 člen Na kakšen način se izračuna zavarovalnina v pogodbi TopUp in kdaj se jo izplača**

(1) Obračun škode se izvede ločeno za osnovno pogodbo in pogodbo TopUp. Za izračun zavarovanega izpada prihodka v okviru pogodbe TopUp se od terjatev, ki obstajajo do kupca ob nastopu zavarovalnega primera, po navedenem vrstnem redu odštejejo naslednji zneski:

- a) terjatve oz. delne terjatve, ki niso zavarovane v pogodbi TopUp (4. člen),
- b) opravljena plačila od nastopa zavarovalnega primera,
- c) izkupiček iz pravic in jamstev, ki so bili vzpostavljeni kot pogoj za zavarovalno varstvo,
- d) naslednja znižanja terjatev:
  - aa) pobotne terjatve,
  - bb) povratne dobave in izkupiček iz pridržkov lastninske pravice,
  - cc) izkupički od unovčenja v skladu z določili v osnovni pogodbi za najmanjšo možno izgubo pri nadomestni unovčitvi sredstev,
  - dd) izkupiček iz drugih pravic in jamstev,
  - ee) plačila deležev,

to the extent that these reductions are related to receivables insured under the TopUp Policy. If it cannot be determined whether they are attributable to insured or uninsured receivables, they shall be credited pro rata.

(2) These provisions shall apply in the same manner to any reductions occurring between the cancellation or reduction of the TopUp Credit Limit and the occurrence of the insured event.

(3) If the Austrian VAT is insured and has been refunded by the tax authorities for a payment not received, it will not be deducted when the Buyer is domiciled in Austria.

(4) The Insurer shall pay the insured loss less self-retention as indemnification, provided that the Maximum Liability (Art. 7) is not exceeded.

(5) With regard to the payment of indemnification, the corresponding provisions of the Primary Policy shall also apply to the TopUp Policy.

#### **Art. 15 Can the indemnification be pledged or assigned?**

It is not permitted to pledge the claim for indemnification under the TopUp Policy. In the event of an assignment, all legal remedies to which the Insurer is entitled, as well as the right of set-off, shall also be valid against the assignees. The loss will only be settled with the Insured.

#### **Art. 16 Duration and cancellation of the TopUp Policy**

The duration and rights of cancellation of the TopUp Policy are stated in the Schedule to the Policy. The TopUp Policy expires at the end of the agreed term, but at the latest – and irrespective of the agreed term – at the same time as the Primary Policy.

#### **Art. 17 Final provisions**

The contractual currency, the contractual language and the law applicable to the TopUp Policy shall be governed by the relevant provisions of the Primary Policy. Any disputes which may arise in connection with the TopUp Policy shall be settled in accordance with the relevant provisions of the Primary Policy.

če ta znižanja terjatev zadevajo posamezne terjatve, ki so zavarovane v pogodbi TopUp. Če ni mogoče ugotoviti, ali se znižanja terjatev nanašajo na zavarovane ali nezavarovane terjatve, se obojim pripišejo sorazmerno.

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

(3) Če je avstrijski davek na promet zavarovan in ga finančni organ vrne zaradi neprejetega plačila, se ta pri kupcu s sedežem v Avstriji ne odšteje.

(4) Zavarovatelj izplača zavarovani izpad prihodkov brez lastnega deleža kot odškodnino, če ni presežena najvišja odškodnina (7. člen).

(5) V zvezi z izplačilom zavarovalnine veljajo ustrezna določila osnovne pogodbe tudi za pogodbo TopUp.

#### **15 člen Ali se lahko zavarovalnina zastavi ali odstopi?**

Zastava zahtevka za izplačilo zavarovalnine iz pogodbe TopUp ni dovoljena. V primeru odstopa zavarovatelj ohrani pravico do ugovora in do pobota do cesionarjev. Škoda se obračuna samo z zavarovalcem.

#### **16 člen Veljavnost in odpoved pogodbe TopUp**

Veljavnost in možnosti odpovedi pogodbe TopUp so navedene v zavarovalni polici. Pogodba TopUp preneha veljati s potekom dogovorjene veljavnosti, vendar najpozneje – in ne glede na dogovorjeno veljavnost – hkrati z osnovno pogodbo.

#### **17 člen Končne določbe**

Pogodbena valuta, jezik pogodbe in pravo, ki je merodajno za pogodbo TopUp, so določeni v skladu s tozadevnimi določili osnovne pogodbe. Morebitni spori, ki nastanejo v zvezi s pogodbo TopUp, se urejajo skladno z za to predvidenimi določili osnovne pogodbe.