



### YOUR CONTACT PARTNER

**ORDER** 

Emil Warnecke

GrECo International
Dametzstraße 47 - A-4020 Linz
Tel. +43 (50) 404-436
Fax. +43 (50) 404-11 436
mailto: e.warnecke@greco.services

# For registration form see following page!

## **INSURANCE PROTECTION FOR YOUR FAIR GOODS**

Exhibition goods of all kinds are insured (except for furs, precious metals, jewellery, watches, securities, stamps, antiquities, rugs, and art objects), including own bunk funishings and the inventory rented from/taken over by Messe Wels GmbH.

The insurance coverage begins when the goods are transported to the fair, includes loading/unloading and transfer, the duration of set-up/tear-down and the duration of the fair itself, and the time of necessary storage on the fair grounds before and after, and ends after successful return transport when the goods have arrived at the point of dispatch or at another point of arrival in place of it, but no later than midnight of the 30th day calculated from the date of the initial transport.

Insurance coverage of "all risks" is in effect for the entire period of insurance in accordance with the conditions below, which can be sent to you upon request.

- General Austrian Transportation Insurance Conditions (AÖTB 2011, Allgemeine Österreichische Transportversicherungsbedingungen)
- Special Conditions for Insuring Goods at Trade Fairs and Commercial Exhibitions (2011)
- Collection of moisture outdoors is not covered by the insurance.
- An excess of EUR 145,00 applies to losses caused by simple theft.
   Note: the insurance covers theft and loss of entire packages, partial theft, and robbery if the exhibition goods were adequately supervised during visiting hours and the exhibition premises were adequately secured against unauthorised access outside of visiting hours. Small objects must be secured against removal (e.g. stored in a locked vitrine).
- Clause for the insurance of used machines, appliances, devices, and vehicles at replacement value if repaired (2011).

Insurance coverage goes into effect in accordance with reported information (start of coverage, etc.) once the insurer receives the application. The insurer will not send special confirmation of coverage.

## LIABILITY INSURANCE

This risk is usually covered by public liability insurance. If necessary, please refer to:

Emil Warnecke Tel. +43 (0) 5 04 04 - 436
GrECo International AG Fax +43 (0) 5 04 04 - 11 436

Dametzstraße 47

A-4020 Linz, Österreich Mailto <u>e.warnecke@greco.services</u>







# YOUR CONTACT PARTNER/FAX ORDER TO

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Emil Warnecke GrECo International Greco international
Dametzstraße 47 - A-4020 Linz
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mailto: e.warnecke@greco.serv

# until 2 weeks before the start of the fair

| maiito: e.warnecke@grec  | o.services    |                     |                     |              |
|--|---------------|---------------------|---------------------|--------------|
|  | PLEASE COMPLE | TE IN CAPITAL LETTI | ERS OR AFFIX YOUR A | DDRESS LABEL |
| Company name .   |               |                     | E-Mail              |              |
| Contact person .   |               |                     | Internet            |              |
| Street/P.O.Box .   |               |                     | Hall/stand number   |              |
| Country/postal code/to   | own           |                     | Outdoor area, block | c/stand      |
| Phone/fax/mobile .   |               |                     | UID-No.             |              |
| APPLICATION FOR FAIR INSURANCE (PLEASE FILL IN)  |               |                     |                     |              |
| DETAILS CONCERNING T   | THE TRANSPORT |                     |                     |              |
| From (place of collection  | n)            |                     | Transport on        |              |
| To (place of delivery)   |               |                     | Return transport on |              |
| DETAILS CONCERNING 1   | THE FAIR      |                     |                     |              |
| Title of the fair  |               |                     | Hall and stand-no.  |              |
| Exhibition goods   |               |                     | Insurance sum       | €            |
| Booth furnishings  |               |                     | Insurance sum       | €            |
| Rented equipment   |               |                     | Insurance sum       | €            |
| DETAILS CONCERNING THE INSUREE (PLEASE FILL IN IF DIVERGENT FROM THE ABOVE INDICATED )   |               |                     |                     |              |
| Company  |               |                     | Person in charge    |              |
| Street, no   |               |                     | Phone               |              |
| Postal code, town  |               |                     | Fax                 |              |
| The premium amounts to 0,50 % of the indicated total insurance sum. It comprises the legal insurance tax of currently 11% for the exhibited goods, the stand furnishings and the equipment including the transports. The minimum premium per concluded contract amounts to €50,00. |               |                     |                     |              |
| Should you decide to conclude an exhibition insurance, please fill in this application in all its points and send the form at the latest 1 week before the start of transport to the fair to the above stated address or fax number.   |               |                     |                     |              |
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|  |               | Company stamp, sig  | gnaturo             |              |





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### HINTS AND EXPLANATIONS

PLEASE NOTE: The german conditions are valid.

#### COMMENCEMENT OF INSURANCE COVER

The insurance contract shall be deemed concluded only upon receipt by the insurer of the offer that has been signed by the policyholder; there will be no insurance cover before that. Insurance cover shall in any case commence only as of the agreed commencement date and not prior to expiry of the waiting periods provided for in the insurance terms and conditions.

# INFORMATION ON THE SCOPE OF INSURANCE AGENTS' POWER OF REPRESENTATION PURSUANT TO SECTION 45 OF THE AUSTRIAN INSURANCE CONTRACTS ACT [Versicherungsvertragsgesetz/VersVG]

The power of representation of insurance agents is regulated in Section 45 of the Austrian Insurance Contracts Act [VersVG], which provides that insurance agents are authorised to receive applications or statements of policyholders, deliver policies or receive premiums only if they are in the possession of a premium bill which was signed by the insurer. Therefore, insurance agents are not authorised to make oral statements on behalf of the insurer.

#### DUTY OF POLICYHOLDERS TO PROVIDE INFORMATION PURSUANT TO SECTION 16 VersVG

Pursuant to Section 16 VersVG policyholders are obliged to answer accurately and completely questions about facts or circumstances which are relevant to risks, perils or hazards, including but not limited to health questions. Incomplete or inaccurate information will hinder the insurer from correctly assessing the risk assumed by it. In the case of a culpable breach of this obligation the insurer may under certain circumstances rescind or avoid the contract or refuse to make payments. If the risk-relevant circumstances change between the date the application is made and the date the policy is delivered, the insurer shall be notified thereof immediately. By their signature(s) the policyholder(s) assume(s) responsibility for the accuracy and completeness of their information.

#### EXPRESS CONSENT TO COLLECTION, TRANSMISSION AND OTHER USE OF DATA

The policyholder(s) expressly agree(s) that in order to assess whether and on what terms and conditions an insurance contract will be deemed concluded, amended or continued, personal identification data (name, date of birth, address) and insurance claim data will be transmitted by the insurer to other indemnity insurance companies in Austria and by them to the insurer for assessment and settlement of claims and, in motor vehicle insurance, in connection with premium classification under the bonus-malus system, after a claim has occurred. The "Central Information System - CIS" of the Association of Austrian Insurance Undertakings [Verband der Versicherungsunternehmen Österreichs], 1030 Vienna, Schwarzenbergplatz 7 (Joint Information System as defined in Section 4 No. 13 of the Austrian Data Protection Act [Datenschutzgesetz/DSG] of 2000) also serves this purpose. The Central Information System CIS is an institution of the insurance industry to prevent and combat insurance abuse and insurance fraud. The statement(s) of consent may be withdrawn by the policyholder(s) in accordance with the provisions of the Austrian Data Protection Act (DSG) and/or the VersVG on a case-by-case basis.

### INFORMATION PURSUANT TO Art 13 and Art 14 GDPR

As an insurance company we are aware of the great importance of your personal data. Please refer to the enclosed "Data Protection Policy", which can also be retrieved from our website, for more detailed information about the way in which we process your data. If you have requests or questions regarding the processing of your data by us, please contact us via the contact details indicated on the request form.

# TERM-RELATED DISCOUNT

Due to the initial or renewed contract term calculatory cost advantages arise, which have been taken into account by the agreed premium.

In the case of early termination of the contract the basis for such premium calculation no longer applies. Accordingly, the policyholder must pay an additional premium, which will be calculated as follows: within two years of the commencement date or renewal date of the contract the additional premium amounts to 80% of one annual premium. After two years and in every subsequent year that percentage will be reduced by 10 every year, so that after the second year the additional premium will be 70% and after the third year 60% of one annual premium and so forth.

The calculation basis used shall always be the current annual premium as per the contract as at the time of termination. No additional premium shall be payable if the insurer terminates the contract after an insurance claim has occurred.

# TERM OF CONTRACT

If the agreed contract term is at least one year and the contracting party is a consumer, the contract shall be renewed for another year each time unless it is terminated by either party at least one month before the end of the contract term. If the contracting party is no consumer and if the agreed contract term is at least one year, the contract shall be renewed for another year each time unless it is terminated by either party at least three months before the end of the contract term.

If the policyholder is a consumer, the contract shall be renewed with binding effect for the consumer for another year only if s/he receives special information from the insurer not earlier than six and not later than five months before the end of the contract term, by which the consumer is informed about the right of termination, the three-month period of notice, the requirement that notice of termination must be received by the insurer prior to commencement of that period, the requirement of written form for such notice of termination, and about the fact that the contract will be renewed for another year if it is not terminated or if notice of termination is late or defective.

If the contract term is less than one year, the contract shall expire without notice.

In the case of insurance contracts with a one-off premium the duration of the contract shall be the agreed term.







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#### HINTS AND EXPLANATIONS

PLEASE NOTE: The german conditions are valid.

#### INSURER

means WIENER STÄDTISCHE Versicherung AG Vienna Insurance Group, Aktiengesellschaft, registered office in 1010 Vienna, Schottenring 30, registered with Commercial Court Vienna [Handelsgericht Wien] under FN 333376i.

In the case of complaints please contact our service line on +43 (0)50 350 350 or <a href="mailto:kundenservice@wienerstaedtische.at">kundenservice@wienerstaedtische.at</a> or the complaints office at the Federal Ministry of Labour, Social Affairs, Health and Consumer Protection, Stubenring 1, 1010 Vienna, <a href="mailto:Versicherungsbeschwerde@sozialministerium.at">Versicherungsbeschwerde@sozialministerium.at</a>. The option to resort to the courts of law shall remain unaffected. In the case of disputes please contact the Consumer Conciliation Board [Verbraucherschlichtungsstelle] at <a href="mailto:www.verbraucherschlichtungstelle">www.verbraucherschlichtungs.at</a>. Participation in a conciliation procedure is voluntary.

#### APPLICABLE LAW

Austrian law shall apply.

#### COMPETENT SUPERVISORY AUTHORITY

Austrian Financial Market Authority [Finanzmarktaufsicht/FMA], Otto-Wagner-Platz 5, 1090 Vienna.

#### FORM OF STATEMENTS/NOTICES/DECLARATIONS CLAUSE

Written form: The following statements/notices/declarations shall only be effective between the insurer and the policyholder or insured or any other third party if made in writing:

- notice of termination
- change of the person entitled to receive benefits or payments under the insurance (change of title to insurance benefits or payments);
- restriction of transferability [Vinkulierung], pledging, assignment;
- waiver of premiums
- repurchase
- change in investment (in the case of fund-linked contracts)
- request for being sent the last version of the policy

Written form means that the recipient receives the original statement/notice/declaration bearing the issuer's personal signature or a qualified electronic signature as defined in Section 4 of the Austrian Signatures and Trust Services Act [Signatur- und Vertrauensdienstegesetz/SVG].

**Text form:** For statements of rescission as defined in Section 5c VersVG, Section 8 of the Austrian Distance Financial Services Act [FernFinanzdienstleistungs-Gesetz/FernFinG] and other statements of the policyholder or insured or other third parties related to the requested insurance receipt of the same in text form shall suffice for them to be effective. The requirement of text form is met by text in characters from which the person of the issuer can be seen (e.g. fax or email).

I expressly agree to this clause

CONSENT AS DEFINED IN SECTION 107 OF THE AUSTRIAN TELECOMMUNICATIONS ACT [Telekommunikationsgesetz/TKG] TO USE CUSTOMER DATA FOR ADVERTISING PURPOSES VIA ELECTRONIC COMMUNICATION

The policyholder(s) agree(s) (and this consent may be refused and withdrawn) that WIENER STÄDTISCHE Versicherung AG Vienna Insurance Group may use their data to contact them by phone, email, fax or text message for consultancy and advertising purposes with regard to their insurance products.

Yes, I/we consent.

No, I/we don't consent

### INFORMATIONABOUT RIGHTS OF RESCISSION

# Pursuant to Section 5c of the Austrian Insurance Contracts Act [Versicherungsvertragsgesetz/VersVG]

- (1) You may rescind your insurance contract in text form (e.g. by letter, fax or email) within 14 days with no obligation to state reasons.
- (2) The rescission period shall commence upon notification of the fact that the insurance contract has been concluded (= delivery of the insurance policy or certificate of insurance) and not before you have
- received the certificate of insurance and the insurance terms and conditions, including the provisions on calculation or adjustment of premiums and this information on the right of rescission.

  (3) The statement of rescission should be addressed to: WIENER STÄDTISCHE Versicherung AG Vienna Insurance Group, Schottenring 30, Postfach [P.O. Box] 80, 1010 Vienna, or by email to kundenservice@wienerstaedtische.at or by fax to +43 (0) 50 350 99 20000. Sending the statement of rescission prior to the end of the rescission period shall suffice to observe the period for rescission. The statement shall also be effective once it has entered your insurance agent's sphere of control.
- (4) Any insurance cover that may have been granted and your future obligations under the insurance contract shall cease upon rescission. If the insurer has granted cover already, it shall be entitled to a premium for the period of cover. If you have already paid premiums to the insurer which exceed that premium, the insurer shall refund them to you without any deductions.
- (5) Your right of rescission shall expire not later than one month after you received the certificate of insurance including this information on the right of rescission.

### Pursuant to Section 8 of the Austrian Distance Financial Services Act [FernFinG]

- (1) If a contract was concluded exclusively via a distance sale (e.g. phone, internet, email, text message or direct mail), consumers may rescind the contract or their statement to be willing to enter into a contract within 14 days.
- (2) The rescission period shall commence on the day the contract is concluded. However, if the consumer has received the terms and conditions of contract and distribution information after conclusion of the contract only, the rescission period shall commence upon receipt of all of those terms, conditions and information.
- (3) The period shall in any case be deemed observed if the statement of rescission was made in writing or on a different durable medium which is available to and accessible by the recipient and if such statement is sent prior to the end of the rescission period.
- (4) In the case of short-term insurance contracts of a term of less than one month there shall be no right of rescission.

The offer is accepted in the present form and the instruction to execute the relevant insurance contract is hereby given with binding effect. I confirm that I have received the following documents before my statement to be willing to enter into a contract:

•Copy of the application

Data Protection Policy

I have read the "Data Protection Policy" applicable to this application. By signing this document I accept that my data will be treated in compliance with the regulations of the Data Protection Policy.

Place, date Signature: Intermediary Signature: Policyholder
NB. Power of attorney to be enclosed)







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mailto: e.warnecke@greco.services

DATA PROTECTION NOTICE Stand: October 2018

Analogous to the formulations in the Insurance Supervision Act (VAG), personal designations refer to women and men in the same way.

As an insurance company, we are aware of the high value placed on your personal data. We, that is WIENER STÄDTISCHE Versicherung AG Vienna Insurance Group Schottenring 30, 1010 Vienna

Telephone: 050 350 - 20000

E-mail: kundenservice@wienerstaedtische.at

as the party responsible for processing your data. Below you will find more detailed information on how we process your data. If you have any concerns or questions regarding the processing of your data by our company, please contact our data protection officer at datenschutz@wienerstaedtische.at.

Your insurance relationship

Personal data

In order to establish our insurance relationship with you, it is essential that we process your personal data. We need this data in order to check whether and on what terms your insurance relationship is established, and in order to be able to determine your insurance claim in the event of a claim. In addition, we use your personal data for your other support, such as to inform you about changes in the legal framework, insofar as these are relevant to your insurance relationship. Personal data" means any information relating either directly or indirectly to natural persons (such as names, addresses, contract data). Even though company and business secrets are not directly covered by the term personal data, we give such information the same protection, and we expect the same from our business partners and customers.

#### Scope of data use

When you apply to us to take out an insurance policy, you provide us with personal data and, where applicable, also with company and business secrets, both about you and about your relatives, employees or other third parties. In all these cases, we generally assume that you are authorized to disclose this data. We use your data and the data of such third parties named by you in our legitimate interest as the party responsible for your data processing and to the extent that this is necessary for the proper establishment and processing of our insurance relationship with you. On the basis of any separate declarations of consent issued by you, we will also use your data to provide you with further product offers from us, from other companies in our insurance group or from our business partners. For some of our insurance products, it is necessary to process specially protected categories of your personal data. This primarily includes data relating to your health, which we require, for example, for the justification and claims processing in health, life or accident insurance. We only ever process these special categories of personal data in accordance with the provisions of the Insurance Contract Act and on the basis of your consent given in the insurance application. We will not disclose any personal data to you or to your relatives, employees or other third parties. In all these cases, we assume that you are authorized to disclose this data. We use your data and the data of such third parties named by you in our legitimate interest as the party responsible for your data processing and to the extent necessary for the proper establishment and processing of our insurance relationship with you. On the basis of any separate declarations of consent issued by you, we will also use your data to provide you with further product offers from us, from other companies in our insurance group or from our business partners. For some of our insurance products, it is necessary to process specially protected categories of your person

### Passing on data to third parties

Due to the complexity of today's data processing procedures, we sometimes use service providers and commission them to process your data. Some of these service providers are located outside the territory of the European Union. In all cases where we use service providers, however, we always ensure that the European level of data protection and the European data security standards are maintained. It may also be necessary in the course of our business case processing that we transfer or jointly process your data within our insurance group. In these cases, too, the European data security standards are always maintained. If you would like to find out more about how and to what extent we process your data in your specific business case or pass it on to service providers and what protective guarantees we have taken in this regard, please contact datenschutz@wienerstaedtische.at.

Use of cloud services

As an innovative and future-oriented company, we also use cloud solutions. The cloud services we use are performed by the following providers:

- Microsoft Corp.
- Google Inc.

We use the cloud services primarily as part of our internal and external electronic communications as well as for video conferencing, for our appointment management and for shared document use in our internal collaboration. The storage of your insurance data, in particular your health data, does not take place in these cloud services, but in our data centers

### Involvement of reinsurers

When insuring certain risks, we work closely with our reinsurers, who support us in our risk and benefit assessment. For this purpose, it is necessary for us to exchange data about you and your insurance relationship with our reinsurers. This exchange of data always takes place solely for the purpose of jointly reviewing your insurance risk and your claims, in compliance with the framework provided for this purpose by the German Insurance Contract Act (Versicherungsvertragsgesetz).

## Involvement of insurance brokers

If you entrust an insurance broker with your affairs, he or she will collect and process your personal data and forward it to us for the purpose of reviewing your insurance risk, concluding your insurance relationship with us and reviewing our benefits. We also forward personal data about you and your insurance relationship to your insurance broker to the extent that your insurance broker requires this for your support. Because your insurance broker must ensure that your data is used in a manner that complies with data protection regulations, we always take the utmost care when selecting our insurance brokers to work with.

Disclosure of data to supervisory authorities and courts as well as to other third parties

As an insurance company, we are subject to high regulatory requirements and constant supervision by the authorities. As a result, we may be required to disclose personal data about our policyholders to authorities or courts in response to their requests. Likewise, we may need to involve third parties such as doctors, hospitals, appraisers or companies commissioned to settle your claim and provide them with your personal data. In all these cases, however, we always ensure that the legal basis is complied with and that the protection of your data is maintained.

### Automated data processing procedures

In order to offer you the most efficient business case processing possible, we use partially automated check programs that determine the insurance risk on the basis of the information you provide in your insurance application and, for example, determine the amount of your insurance premiums or any risk exclusions you may have. We also use such programs to automatically determine our obligation to pay benefits in the event of a claim in certain areas. The test parameters used in these programs are based on actuarial experience and thus ensure an objective standard of assessment. You can refuse to allow such automated procedures to be carried out on you and your business cases and instead request that your matter be processed manually by our company employees in all cases. In this case, we request that you arrange for your supervisor to forward your request to the appropriate department for individual assessment or to notify us of this at kundenservice@wienerstaedtische.at. Please note, however, that this may sometimes Page 1 of 2







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DATA PROTECTION NOTICE Stand: October 2018

#### Our data security

As a licensed insurance company, it goes without saying that all data traffic within our company is encrypted. We also have encryption options for external data traffic, provided that you, as the recipient of our communication, have the technical capability to decrypt it. Please note that electronic communication using standard mail programs (such as MS Exchange) does not offer absolute protection against third-party access and that non-European servers may be switched on for this form of communication transmission. It is also a matter of course for us to ensure that our in-house data centers comply with all ISO 27001 security standards. We also transfer our understanding of security to the service providers we use, who we have obliged to comply with similar or equivalent security precautions. If data is stored on servers outside Europe as part of the cloud services we use, we ensure that this data is stored exclusively in fragmented and encrypted form, using the highest encryption technologies. The storage of data relating to your insurance relationship and the storage of your health data always remain in our internal data centers. If you have any questions about our data security precautions specifically relating to your business case, please contact us at datenschutz@wienerstaedtische.at.

You can request information about the origin, categories, storage period, recipients, the purpose of the data processed by us about you and your business case and the nature of this processing.

If we process data about you that is incorrect or incomplete, you may request that it be corrected or completed. You may also request the erasure of data that has been processed unlawfully. Please note, however, that this only applies to incorrect, incomplete or unlawfully processed data. If it is unclear whether the data processed about you is inaccurate, incomplete or unlawfully processed, you may request the restriction of the processing of your data until this issue is finally clarified. We ask you to note that these rights are complementary, so that you can only request either the correction or completion of your data or their deletion.

Even if the data relating to you is correct and complete and is processed by us lawfully, you may object to the processing of this data in specific individual cases justified by you. Likewise, you can object if you receive direct advertising from us and no longer wish to receive this in the future.

You may receive the personal data processed by us, if we have received it from you ourselves, in a machine-readable format determined by us or instruct us to transfer this data directly to a third party chosen by you, provided that this recipient enables us to do so from a technical point of view and that the data transfer is not prevented by unjustifiable expense or by legal or other obligations of secrecy or confidentiality considerations on our part or on the part of third parties.

For all your concerns, we ask you to contact us at the contact details shown below, whereby we always ask you to provide proof of your identity, for example by sending a copy of your ID card.

Although we make every effort to protect the privacy and integrity of your information, disagreements about how we use your information cannot be ruled out. If you believe that we are using your data in an unauthorized manner, you have the right to lodge a complaint with the Austrian data protection authority.

Our data retention

In principle, we retain your data for the duration of our insurance relationship with you. In addition, we are subject to a variety of retention obligations, according to which we must retain data about you, about third parties (such as co-insured persons), about your claims and about your insurance relationship beyond the end of the insurance relationship or even after the conclusion of a claim, as is the case, for example, due to retention periods under company law. We will also retain your data for as long as it is possible to assert legal claims arising from our insurance relationship with you. The necessity of processing your data

The provision of your personal data, as well as any third parties you name, is necessary for the assessment of your insurance risk, the establishment of our insurance relationship and the fulfillment of your benefit claims. If you do not provide us with this data or do not provide it to the extent required, we may not be able to establish the insurance relationship you have requested or fulfill your benefit claim. Please note that this would not be considered a contractual default on our part.

If we have received and process your data on the basis of a consent granted by you, you may revoke this consent at any time with the consequence that we will no longer process your data for the purposes stated in the consent as of receipt of the revocation of consent.

Your contact option

Please contact us regarding your data protection questions and concerns at datenschutz@wienerstaedtische.at.

### Central Information System

The Association of Austrian Insurance Companies, Schwarzenbergplatz 7, 1030 Vienna, operates a central information system for health, life and occupational disability insurance.

Our participation in this system is in compliance with all regulatory requirements. You can find all information on our respective, product-specific transfer of your data to this system in our application forms. You can also obtain more detailed information about our participation in this system at datenschutz@wienerstaedtische.at.

