



Motor Vehicle Liability Insurance Act 1994 (*KHVG 1994; Kraftfahrzeug-Haftpflichtversicherungsgesetz 1994*)

Long title

Motor Vehicle Liability Insurance Act 1994 (KHVG 1994)

Original version:

Federal Law Gazette No. 651/1994

Amendments:

Federal Law Gazette No. 258/1995; Federal Law Gazette I No. 71/1997; No. 97/2001; No. 98/2001; No. 11/2002 as amended in No. 5/2014; No. 46/2002; No. 76/2002; No. 31/2004; No. 115/2004 as amended in No. 19/2005; No. 37/2007; No. 107/2010; No. 138/2011; No. 34/2015; No. 19/2017

Text

Section 1

Scope of application

Article 1. (1) This federal act applies to the liability insurance of motor vehicles that are licensed for transportation pursuant to the requirements of the Motor Vehicles Act 1967, published in Federal Law Gazette no. 267 (KFG 1967), or to which test drive or transit registration plates have been fitted.

(2) This federal act shall apply with the exception of Articles 14 to 17, 19 to 21 and 25 for liability insurance for motor vehicles that do not fall within the scope of para. 1 insofar as the insurance contract to prove a liability was concluded pursuant to Article 62 para. 1 KFG 1967.

(3) *repealed (Federal Law Gazette I No. 37/2007)*

Section 2

Contents of the insurance contract: scope of insurance coverage

Article 2. (1) The insurance shall comprise of the settlement of justified compensation claims as well as to defend against unjustified compensation claims that are raised against the policyholder or co-insured persons on the basis of statutory liability provisions, in the event either that people are injured or killed due to the use of the insured vehicle, or property damaged or destroyed or lost, or a financial loss was caused that constitutes neither personal injury nor damage to property (pure financial loss).

(2) In any event the owner, the keeper and persons that are employed with the knowledge of the keeper in using the vehicle, or who are transported in the vehicle or who are instructing the driver, shall be co-insured.

(3) Insofar as the insurance coverage extends beyond the scope provided for in this federal act, restrictions in the scope of the insurance coverage that would otherwise not be authorised by this federal act may also be stipulated with legal effect. This shall not apply to the determination of sums insured that are higher than prescribed by law. The policyholder must be made explicitly aware of the restrictions prior to the conclusion of the insurance contract.



Geographical scope of application

Article 3. (1) Without prejudice to any agreement extending further, the geographical scope of application of the insurance shall cover Europe in its geographical sense, and in the territory of those signatory states to the agreement between the national insurers' bureaux of the Member States of the European Economic Area and other associated countries dated 30 May 2002, OJ L 192 31 July 2003, p. 23.

(2) In the territory of those states for which an International Insurance Card (Green Card) was issued, or where the presentation of that card has been waived on the basis of the agreement named in para. 1, the insurance shall extend to the extent prescribed in the respective country, but at least to the extent stipulated in the insurance contract.

Exclusions

Article 4. (1) The following shall be the only permissible exclusions from insurance cover:

1. Compensation claims of the owner, the keeper and - in the case of rental of the vehicle without providing a driver - the person renting the vehicle and the persons to whom the renting the vehicle entrusts the vehicle, against co-insured persons for loss of property or purely financial losses,
2. Compensation claims because of damage, destruction or loss of the insured vehicle,
3. Compensation claims because of damage, destruction or loss of the items transported with the vehicle with the exception of those which the persons transported with the consent of the keeper usually carry about their person or, insofar as the trip primarily serves to transport passengers, carry as objects for personal use; this shall not apply to the commercial towing of unroadworthy vehicles within the scope of customary assistance;
4. Compensation claims arising from the insured vehicle being used as a stationary source of power or for similar purposes,
5. Compensation claims arising from using the vehicle in a motor sports event, where the aim is to achieve the highest possible speed, or during practice runs for such an event,
6. Compensation claims that are subject to special provisions concerning liability for nuclear damages.

(2) The insurer may not rely to exclusions that are not listed in para. 1. Article 2 para. 3 shall however apply.

Obligations prior to the occurrence of an insured event

Article 5. (1) The only obligations to be observed prior to the occurrence of an insured event are:

1. not to transport more persons than the agreed maximum permitted number in the vehicle,
2. to observe arrangements made regarding the usage of the vehicle,
3. in the event of transferrable vehicle registration plates being assigned, to only use the vehicle to which the registration plates have been fitted,
4. that the driver of the vehicle is authorised to drive the vehicle under motor-vehicle law,
5. that the driver is not in a state impaired by the consumption of alcohol or use of narcotic substances within the meaning of the road traffic regulations,
6. not to transport more persons with the motor vehicle than the maximum number permissible in accordance with the regulations under law for motor-vehicles,

(2) In the event of an infringement of an obligation pursuant to para. 1 nos. 1 or 6, the maximum liability indemnity amount shall correspond to the ratio of the persons wrongly transported to the total number of persons transported.

(3) The obligation to pay out the claim shall in any event remain towards other insured liable persons other than the driver in the cases of para. 1 nos. 4 and 5 provided that no infringement of obligation without fault was discernible.

(4) An infringement of the condition pursuant to para. 1 no. 5 shall only exist if it is stated in the ruling or the reasoning of a final decision by an administrative authority or a court, that the vehicle was being driven by a driver in a state impaired by alcohol or narcotics.



(5) The insurer may not rely on obligations prior to the occurrence of an insured event that are not listed in para. 1. However, Article 2 para. 3 shall apply.

Notification obligation

Article 6. (1) After the occurrence of an insured event, the policyholder shall be obliged to notify the insurance provider within one week from the time of knowledge of

1. the insured event, specifying the facts of the event as precisely as possible,
2. the assertion of the claim by the injured third party,
3. the initiation of proceedings by a court or authority.

(2) Para. 1 nos. 1 and 2 shall not apply where the policyholder makes good the damage caused to the injured party himself.

Conditions and increased risk

Article 7. (1) The releasing of an insurer from the obligation to make payments or benefits as a result of the infringement of a condition or an increase in the risk shall be a maximum of EUR 11 000 in each case, and a total of maximum EUR 22 000 for each insured event.

(2) The restriction of the releasing of an insurer from the obligation to make payments or benefits pursuant to para. 1 may, if the obligation was deliberately breached for the intention of illegally gaining a pecuniary benefit for himself or for a third party, be waived up to the amount of this pecuniary benefit. If the policyholder recognises a claim for compensation wholly or in part or does not wish to delegate the conducting of a legal dispute to the insurer, the amount from which the insurer is released from making payments or benefits may be extended up to the amount of the financial loss incurred by the insurer.

Trailers

Article 8. (1) The insurance of trailers also includes insured events in conjunction with the pulling of the trailer by the towing vehicle

1. with respect to the compensation claims of passengers in relation to a trailer of a bus or
2. with respect to damages caused by hazardous goods being transported in a trailer for transporting such hazardous goods, to the extent that the sum insured for the trailer exceeds the sum insured of the towing vehicle.

(2) In the case of an insured event as set out in para. 1, the persons covered by the insurance contract of the towing vehicle are co-insured.

Sum insured

Article 9. (1) Irrespective of a further-reaching agreement, the insurer shall in the case of each insured event provide insurance benefits up to the amount set out in the following provisions (statutory insured sum).

(2) Subject to the conditions set out in paras. 5 and 6, the statutory insured sum shall be a combined insured sum, which includes both bodily injury and property damage.

(3) The limit for the combined insured sum is

1. EUR 15 200 000 for buses for not more than 19 passengers (seated and standing) excluding the driver as well as trucks with more than eight but no more than 19 passengers excluding the driver,
2. EUR 3 800 000 for every additional five passengers or fraction thereof for buses and trucks with more than 19 passengers,
3. EUR 7 600 000 for passenger trailers for buses with no more than ten passengers, and an additional EUR 3 800 000 for every additional five passengers or fraction thereof,
4. EUR 7 600 000 for all other vehicles.

(4) In any case, the following shall be fully covered by the combined limit

1. all bodily injuries
 - a) up to EUR 13 900 000 in the case of buses for not more than 19 passengers (seated and standing) excluding the driver as well as trucks with more than eight but no more than 19 passengers excluding the driver,
 - b) up to EUR 3 800 000 in the case of buses and trucks with more than 19 passengers for every additional five passengers or fraction thereof,



- c) up to EUR 6 300 000 in the case of passenger trailers for buses with no more than ten passengers, and an additional EUR 3 800 000 for every additional five passengers or fraction thereof,
- d) up to EUR 1 300 000 for all other vehicles.

2. All damage to property up to EUR 1 300 000.

(5) In addition to the combined insured sum the statutory sum insured for purely financial losses shall be EUR 80 000.

(6) For vehicles, with which hazardous goods are transported in accordance with the regulations set out in Article 2 no. 1 of Carriage of Hazardous Goods Acts, as published in Federal Law Gazette I No. 145/1998, and which are to be specifically marked as such, the statutory sum insured shall be:

- 1. EUR 7 600 000 for the death or injury of a person,
- 2. EUR 15 200 000 for the death or injury of more than one person,
- 3. EUR 15 200 000 in total for property damage.
- 4. EUR 80 000 for purely financial damages.

Annuities

Article 10. In the event that the insurer is required to pay annuities and the capital value of the annuity exceeds the sum insured or the residual amount of the sum insured after the deduction of other benefits from the same insured event, the annuity shall only be due in an amount in proportion to the insured sum or the residual amount of the capital value of the annuity. The capital value shall be determined on the basis of the General Mortality Table for Austria and an interest rate of 3 percent.

Section 3: Other requirements for the insurance contract

Legal status of the co-insured persons

Article 11. (1) With regard to the co-insured persons, the insurance is concluded for the account of a third party.

(2) The co-insured persons may assert their claims independently. Article 75 para. 2 of the Insurance Policy Act of 1958 (VersVG; Versicherungsvertragsgesetz 1958), published in Federal Law Gazette no. 2/1959, shall not apply.

(3) The insurer may only assert a claim against an insured person by the injured third party that has been passed on to the insurer pursuant to Article 24 para. 4, in the case that the insured person's conduct has caused the insurer to be released from the obligation to make payments or benefits.

Compensation contribution

Article 12. If it has been arranged that the policyholder shall be required to reimburse the insurer for the compensation that the insurer has rendered at his expense up to a specified amount (compensation contribution), then the same consequences for dealing with delayed payments shall apply as for recurring premiums. The compensation contribution is considered as an insurance fee within the meaning of the Insurance Tax Act 1953 (VersStG; Versicherungssteuergesetz 1953), as published in Federal Law Gazette no. 133.

Conflict of interests

Article 13. If in an insured event the insurer is required to grant the injured third party insurance coverage from a liability insurance policy held, then the policyholder or the co-insured person may allow himself to be represented by a lawyer of his choice who is domiciled in the district of the court of jurisdiction for the proceedings at the expense of the insurer in the case of a legal dispute initiated by the injured third party. Agreements to the contrary shall not apply in this case.

Term of the insurance policy

Article 14. (1) The insurance contract shall end, if it

- 1. commenced on the first day of the month at 12 midnight, one year after this point in time,
- 2. commenced at another point in time during the month, on the following first day of the month at 12 midnight, once a year has elapsed,



unless a coverage period shorter than one year was arranged.

(2) The insurance contract shall be extended by a year at a time, unless it was cancelled in writing no later than one month prior to expiry. If the coverage period is less than one year, then the contract shall end without needing to be cancelled.

Right to cancel in the case of premium being increased

Article 14a. (1) If the insurer exercises a right for a one-sided increase in the stipulated premium, then the policyholder may cancel the insurance contract within one month. The period for exercising the right to cancel shall begin as soon as the insurer has notified the policyholder about the increased premium and the reason for the increase. The cancellation shall become effective after a month has elapsed, however at the earliest when the premium increase becomes effective.

(2) The insurer shall explain the reason for the increase to the policyholder in the notification in a clear and comprehensible manner. Furthermore, the insurer shall be required to point out the policyholder's right to cancel to him, provided that the basis for the increase in the premium is not based on the development of the consumer price index published by Bundesanstalt Statistik Austria (Austrian Federal Institute of Statistics) (Article 14b para. 1).

Clauses for adjusting premiums

Article 14b. (1) In the case of contractual clauses relating to the adjustment of premiums, a consumer price index published by Bundesanstalt Statistik Austria may be applied as a benchmark for premium changes. General regulations concerning contractual provisions that prescribe a change in the fee shall remain unaffected.

(2) Premium increases on the basis of contractual premium adjustment clauses may only become legally effective at earliest after one year following commencement of the insurance, and thereafter may not occur at intervals of less than one year.

(3) The declaration of an increase in premium with retroactive effect shall be ineffective; the declaration shall only become effective once it has been received by the policyholder.

Changes in the insurance contract

Article 15. (1) In the event that the insurance contract changes as a result of a change in Section 2, then the insurer may re-set the premium within three months with effect from the change in the insurance contract, taking into account a resulting change in the risk to be borne by the insurer.

(2) The pro rata difference between the arranged and the new premium for the rest of the current period of insurance shall be due to the insurer or the insurance policyholder.

(3) (*Note: repealed by Federal Law Gazette No. 258/1995*)

Certification of claims history

Article 16. The insurer shall at any time issue the policyholder at the latter's request within two weeks a certificate of the claims by injured parties that have been covered within the last five years of coverage of the contract or a certificate indicating that no claims have been made during this period.

Portfolio transfer

Article 17. (1) In the event that a portfolio of motor vehicle liability insurance contracts is transferred to another insurance undertaking with the approval of the competent authority for the purposes of restructuring, the insurance undertaking taking over the portfolio shall be entitled to apply the tariffs and terms and conditions of insurance it generally uses from the beginning of the next insurance period for the insurance contracts that have been transferred to it.

(2) If the premium is increased on the basis of para. 1 or if the terms and conditions of insurance applicable to the contract change on the basis of this provision, then the insurer shall inform the policyholder about this circumstance no later than one month before the insurance period is due to end, stating the amount of the difference of the premium or any changes to the terms and conditions of insurance. New terms and conditions of insurance must be provided to the policyholder at the same time. The policyholder may cancel the insurance contract with effect from the end of the insurance period as soon as he has received this notification. Article 14a shall not apply.



Section 4: Special requirements for compulsory insurance

Terms and conditions of insurance

Article 18. (1) The terms and conditions of insurance shall be notified to the FMA. They shall include all regulations that are not limited to the mere setting of premium amounts, premium rates or damage contributions. The terms and conditions of insurance shall only be allowed to be applied once three months have elapsed since they were made notified to the FMA.

(2) Insurance contracts shall only be allowed to be concluded on the basis of terms and conditions of insurance that were notified to the FMA. This shall not affect the legal effectiveness of the insurance contracts.

(3) The terms and conditions of insurance made available to the policyholder shall state when the terms and conditions of insurance were notified to the FMA.

(4) In the event that the terms and conditions of insurance used by the insurance undertaking deviate from model terms and conditions of insurance supplied by the Trade Association of Insurance Undertakings, then the terms and conditions of insurance handed over to the policyholder shall explicitly show where they differentiate from the model terms and conditions.

Inspection obligation

Article 19. (1) Insurance undertakings having their registered office or a branch office in Austria shall make copies of the terms and conditions of insurance notified to the FMA pursuant to § 18 para. 1 available for consultation that they use, as well as the complete tariffs they generally use, at the undertaking's registered office or of the branch office as well as in all permanent establishments.

(2) If an insurance undertaking operates motor vehicle liability insurance under the freedom to provide services, and has permanent establishments in Austria, then it shall be required to make the documentation listed in para. 1 available for inspection in all permanent establishments. In the event that it does not have permanent establishments in Austria, it shall be required to ensure that the documentation listed in para. 1 shall be available for inspection at the registered office or principal residence of the claims representative (§ 31 para. 1).

Provisional cover

Article 20. (1) The issuing of an insurance certificate pursuant to Article 1 para. 1 KFG 1967 has the effect of provisional cover being assumed.

(2) The insurer shall be authorised to cancel the provisional cover within a period of at least two weeks. The insurer shall be entitled to the pro rata premium for the duration of the period of provisional cover.

(3) Article 1a para. 2 of the Insurance Policy Act 1958 shall not apply.

Waiving of a claim

Article 21. (1) If the policyholder legally waives their claim for the reimbursement of rental charges for a replacement vehicle including a taxi and for the loss of earnings due to the vehicle being declared unfit for use, to which they are entitled against persons who are insured by a liability insurance contract for a vehicle falling within the scope of Article 59 para. 1 KFG 1967, then the policyholder shall be entitled to a rebate of 20 percent of the agreed premium.

(2) The legal effectiveness of the waiver pursuant to para. 1 shall not be impeded by the fact that the waiver does not extend to claims by physically disabled drivers of temporary replacement motor vehicles or cars or station wagons, that have been converted according to a condition or restrictions related to a driving licence issued with restrictions pursuant to Article 5 para. 5 of the Driver's Licence Act (FSG; Führerscheingesetz) because of a disability as defined in Article 6 para. 1 no. 3 or 5 of the Driver's Licence Act Health Regulation (FSG-GV; Führerscheingesetz-Gesundheitsverordnung).

(3) The waiver pursuant to para. 1 shall only be legal effective if

1. the policyholder undertakes to also bring the co-insured persons to waive the same compensation claims,
2. the waiver also extends to claims made against the insured party liable compensation, provided that this party is entitled to a claim for cover under the insurance contract.

(3) If the injured policyholder has not decided to waive their claim pursuant to para. 1, the insurer of the injuring party shall in the case of a claim event shall be required to reimburse the



expenses arising from the compensation of the claims indicated in para. 1 of the insurer of the injured party.

Frontier insurance

Article 22. (1) The insurer's obligation to provide assistance in relation to insurance contracts pursuant to Article 1 para. 2 (frontier insurance) shall be restricted to the scope corresponding to the regulations contained in this federal act. The local scope may by way of derogation from Article 3 para. 1 be restricted to the territory of the signatory countries to the Agreement on the European Economic Area, published in Federal Law Gazette No. 909/1993.

(2) *(Note: repealed Federal Law Gazette I No. 31/2004)*

(3) *(Note: repealed Federal Law Gazette I No. 31/2004)*

(4) Frontier insurance contracts are concluded by the Austrian Insurance Association (VVO; Verband der Versicherungsunternehmen Österreich) for the account of those insurance undertakings that are allowed to offer motor vehicle liability insurance in Austria. These insurance undertakings shall participate in the insurance contracts as co-insurers on a proportional basis based on the ratio of their premium income from motor vehicle liability insurance in every calendar year to the total premium income of all participating insurance undertakings from this insurance.

Place of jurisdiction

Article 23. The policyholder and the co-insured persons may also assert claims based on the insurance contract in the courts in which district the policyholder has his place of residence or his registered office in Austria.

Rights of the injured third party

Article 24. (1) If the insurer has been either fully or partially released from the obligation to provide coverage to the policyholder, his obligation with regard to the third party nevertheless continues to exist.

(2) A circumstance that shall have the consequence of non-existence or the termination of the insurance relationship, shall only have effect with respect to the third party once three months have elapsed, after the insurer has notified about this circumstance pursuant to Article 61 para. 4 KFG 1967. This shall also apply if the insurance relationship is terminated due to lapsing. The period shall not commence prior to the termination of the insurance relationship.

(3) The insurer's obligation to provide indemnification shall be restricted to the scope corresponding to the regulations contained in this federal act. It shall not exist where another liability insurer is obliged to provide indemnification.

(4) Insofar as the insurer satisfies the third party on the basis of para. 1 or 2, the third party's claim against the policyholder shall be transferred to the insurer. This transfer may not be asserted to the detriment of the third party.

(5) Articles 158c and 158f of the Insurance Policy Act 1958 shall not apply.

Extraordinary risks

Article 25. (1) Vehicle owners, who are able to prove that three insurance undertakings permitted to provide vehicle liability insurance in Austria have refused to conclude an insurance contract for a vehicle subject to compulsory insurance, shall request that the Austrian Insurance Association shall allocate them an insurer. The insurance undertakings that refuse to conclude insurance contracts, shall be required to issue a written confirmation to this effect.

(2) Only an insurance undertaking that has been authorised pursuant to Article 6 para. 1 of the Insurance Supervision Act 2016, (VAG 2016; Versicherungsaufsichtsgesetz 2016) to provide motor vehicle liability insurance business, or provides it in Austria under the freedom to provide services shall be allocated as an insurer.

(3) The insurance undertaking to which the owner of the vehicle has been allocated shall be obliged to conclude an insurance contract for the vehicle concerned in the scope prescribed in this federal act.



- (4) For an insurance contract pursuant to para. 3, in relation to risks being borne by the insurer, either
1. a surcharge may be applied to premium calculated on the basis of the generally used tariff of a maximum of 50 percent, or
 2. a compensation contribution may be requested, that shall not be allowed to exceed the annual premium for an insurance year.

Section 5: Direct right of action

Entitlement to benefits

Article 26. The injured third party may also assert the claim to damages to which it is entitled within the framework of the respective insurance contract against the insurer. The insurer and the policyholder obliged to pay compensation shall be jointly and severally liable.

Period of Limitation

Article 27. (1) The injured third party's claim for damages against the insurer is subject to the same period limitation as the claim for damages against the insured party liable to pay compensation. The period of limitation shall commence at that point in time when the period of limitation of the claim for damages against the insured party liable to pay damages begins, but shall end at latest ten years after the loss occurrence.

(2) If the injured third party's claim for damages has been reported to the insurer, the period of limitation shall be suspended until a written declaration has been served by the insurer stating that the insurer rejects the claim for damages. Further notifications in relation to the same claim for damages shall, however, not suspend the period of limitation. The suspension or interruption of the period of limitation of the claim for damages against the insured party liable to pay damages shall also have the effect of suspending or interrupting of the period of limitation that is still running in relation to the claim for damages against the insurer and vice versa.

Temporal effect of judgements

Article 28. Where a claim for damages of the injured third party is dismissed by a means of a final judgement, the judgement, if issued between the injured third party and the insurer, shall also be effective in favour of the insured party; if it is issued between the injured third party and the insured party, it shall also be effective in favour of the insurer.

Obligations of the injured third party

Article 29. (1) The injured third party wishing to assert a claim for damages against the insured party liable to pay damages or against the insurer shall report the loss occurrence to them in writing within four weeks from the point in time at which he became aware or would have become aware of the identity of the insurer. If he asserts the claim in court for damages against the insured party liable to pay damages, he shall notify the insurer of this fact in writing without delay.

(1) The insurer may request information from the injured third party, provided that this is necessary for determining the loss event and the amount of the damage and is reasonable for the injured third party. The injured third party shall only be obliged to present evidence in the form of receipts to the extent that he may be expected to be able to obtain.

(3) If the injured third party infringes the obligations pursuant to paras. 1 and 2, then the liability of the insurer shall be limited to the amount he would also have had to pay had the obligations been duly fulfilled. This legal consequence shall only occur with respect to the obligations pursuant to para. 2 if the insurer has previously expressly pointed out the consequences of the infringement to the injured third party in writing.

(4) The first sentence of para. 3 shall also apply if the policyholder reaches a settlement with the third party without the consent of the insurer or recognises the third party's claim; Article 154 para. 2 of the Insurance Policy Act 1958 shall apply.

(5) Articles 158d and 158e of the Insurance Policy Act 1958 shall not apply.

Obligations of the insurer

Article 29a. (1) The insurer or its appointed claims representative pursuant to Article 100 VAG 2016 shall be obliged to offer the injured third party compensation within three months from the point of time at which the injured third party notifies the insurer of the event where the



damage was sustained, if the justification for and amount of the compensation are not contested.

(2) If the insurer or his claims representative contest the obligation to pay compensation, or if the collecting of data to determine of the obligation to pay compensation has not yet concluded within the period indicated in para. 1, then the insurer and the claims representative shall be required to state reasons why this is the case in writing to the third party within the period of time indicated in para. 1.

(3) If the collecting of data to determine the obligation to pay damages has not yet been concluded within the period stated in para. 1, the injured third party may demand payments in instalments based on the total amount of his claim in the amount that the insurer shall at least be required to pay in accordance with the situation in the case in hand.

(4) In the event that the insurer or the claims representative are unable to comply with their obligation pursuant to paras. 1 and 2, then the injured third party shall be entitled to receive interest for late payment as set out under law at latest from the time of the expiry of the period pursuant to para. 1.

(5) Paras. 1 to 4 shall also apply to the benefit commitments of the Austrian Association of Insurance Companies towards injured third parties on the basis of the agreement between the national insurance bureaux of the Member States of the European Economic Area and other associated countries dated 30 May 2002 (OJ L 192, 31.07.2003, p. 23).

Claims representative

Article 29b. (1) The right of injured parties either residing in or with their registered offices in other EEA signatory states, to assert claims for compensation directly against the injuring party or the insurer shall not be affected by the powers of the claims representative appointed pursuant to Article 100 VAG 2016.

(2) The obligations of the injured third party towards the insurer (Article 29) may also be fulfilled towards the claims representative pursuant to Article 100 VAG 2016.

Section 6: Requirements for the EEA

Obligations of insurance undertakings

Article 30. (1) The following insurance contracts shall only be allowed to be concluded by insurance undertakings, the registered office of which is in a signatory country to the Agreement on the European Economic Area (EEA), or by means of a branch or under the freedom to provide services, if the insurance undertaking participates in establishments that serve for proof of liability pursuant to Article 62 para. 1 KFG 1967, in the same way as insurance undertakings that have their registered office or a branch in Austria:

1. Insurance contracts serving to fulfil the legal obligation to insure against liability (Article 59 para. 1 KFG 1967),
2. Insurance contracts for vehicles that are exempted from the legal obligation to insure pursuant to Article 59 para. 2 KFG 1967, if they would serve to fulfil the obligation to insure against liability for vehicles that do not fall under this provision.

(2) Notwithstanding other requirements, operations via a branch office or under the freedom to provide services may only be commenced once the insurance undertaking has actually performed its participation in the facility pursuant to para. 1.

Claims representative

Article 31. (1) Motor vehicle liability insurance may only be provided under the freedom to provide services in Austria, provided that for such operations a claims representative is appointed pursuant to Article 152 of Directive 2009/138/EC on the taking-up and pursuit of the business of Insurance and Reinsurance (Solvency II) (Recast), OJ L 335 of 17.12.2009 p. 1, most recently amended by Directive 2014/51/EU OJ L 153 of 22.05.2014 P. 1.

(2) Notwithstanding other requirements, the provision of motor vehicle liability insurance by way under the freedom to provide services shall only allowed to be commenced once the insurance undertaking has appointed a claims representative in Austria.

(3) Prior to concluding the insurance contract, the policyholder must be provided with the name and address of the claims representative. If documentation is made available to the policyholder, such information must be contained in the documentation. Any changes regarding



the name or the address of the claims representative must be notified to the policyholder without delay for the entire duration of the insurance contract.

(4) Claims for compensation may also be asserted against the claims representative in contracts concluded under the freedom of provision of services as well as against the injuring party and the insurer.

(5) The obligations of the injured third party towards the insurer (Article 29) may also be fulfilled towards the claims representative.

Section 6a: Insurance register **Austrian registered motor vehicles**

Article 31a. (1) The Austrian Insurance Association shall be required to maintain a register about the liability insurance held for vehicles licenced in Austria in accordance with the following requirements, and to provide information from this register to the persons authorised in this regard. The approval of test drives and, where an insurance certificate is required to be provided pursuant to the first sentence of Article 46 para. 2 KFG 1967, of transfer drives must be entered in the register.

(2) The register shall contain the following information:

1. the licence number,
2. the number of the insurance certificate (Article 61 para. 1 KFG 1967) for the insurance contract concluded to fulfil the legal obligation to insure (Article 59 para. 1 KFG 1967) and, in the event that the insurance contract no longer exists, the point in time at which the insurance coverage with regard to the third party ends (Article 24 para. 2 of this federal act),
3. the insurance undertaking with which the insurance contract for the fulfilment of the legal obligation to insure was concluded, and the appointed claims representatives appointed pursuant to Article 100 VAG 2016 for the other signatory states,
4. in the case of vehicles that are exempted from the legal obligation to insure pursuant to Article 59 para. 2 KFG 1967, the local authority or the company that own the vehicle and, if a motor vehicle liability insurance has been concluded, the insurance undertaking.

(3) The information pursuant to para. 2 shall be retained until seven years have elapsed following the expiry, lapsing or withdrawal of the registration, or following the termination of the insurance contract.

(4) The Austrian Insurance Association shall, on the basis of an enquiry received within seven years after the loss occurrence, give persons who have sustained damage by a vehicle registered in Austria information about:

1. The name and address of the insurance undertaking, with which the insurance contract for the fulfilment of the legal obligation to insure has been concluded,
2. the number of the insurance certificate for the insurance contract concluded for the fulfilment of the legal obligation to insure,
3. The name and address of the appointed claims representative pursuant to Article 100 VAG 2016 for the country in which the injured party has its place of residence or incorporation,
4. in the case of vehicles that are excepted from the legal obligation to insure pursuant to Article 59 para. 2 KFG 1967,
 - a) the name and address of the local authority or the company that owns the vehicle and its liability for damages caused by these vehicles, or
 - b) if a motor vehicle liability insurance policy has been concluded, the name and address of the appointed claims representative pursuant to Article 100 VAG 2016 for the country in which the injured party has its place of residence or incorporation.

(5) The vehicle registration authority (Article 40 KFG 1967) or vehicle registration agency (Article 40b KFG 1967) shall immediately notify the Austrian Insurance Association about

1. the licencing and the registration number of a vehicle as well as the expiry, lapsing or withdrawal of the licencing,



2. The name and address of the insurance undertaking, with which the insurance contract for the fulfilment of the legal obligation to insure has been concluded,
3. in the case of vehicles that are exempted from the legal obligation to insure pursuant to Article 59 para. 2 KFG 1967, the name and address of the local authority or the company that owns the vehicle,
4. the approval of test drives and, where an insurance certificate must be provided pursuant to the first sentence of Article 46 para. 2 KFG 1967 of transfer drives as well as the vehicle registration plate issued for this purpose.

(6) Insurance undertakings shall immediately notify the Austrian Insurance Association of:

1. the number of the insurance certificate for the insurance contracts concluded for the fulfilment of the legal obligation to insure,
2. any circumstance that leads to the non-existence or the termination of insurance contracts concluded to fulfil the legal obligation to insure and the point in time at which the insurance coverage with regard to the third party ends,
3. the conclusion of a motor vehicle liability insurance for vehicles that are exempted from the legal obligation to insure pursuant to Article 59 para. 2 KFG 1967 and the termination of this insurance,
4. the name and address of the claims representative that they have appointed pursuant to Article 100 VAG 2016 for the individual signatory countries to the Agreement on the European Economic Area.

(7) The Austrian Insurance Association shall, on the basis of any enquiry received within seven years after the loss occurrence, also give persons who sustained damage caused by a vehicle licenced in Austria information about the name and address of the keeper, if these persons credibly show a justified interest in such information. The Austrian Insurance Association shall ask the authority or vehicle registration agency or the insurance undertaking without delay for the notifications necessary to receive this information. These shall comply with the request without delay.

Foreign vehicles

Article 31b. (1) Within seven years after the loss occurrence, the Austrian Insurance Association shall give persons who sustained damage caused by a vehicle normally based in another signatory country to the Agreement on the European Economic Area information about:

1. The name and address of the insurance undertaking, with which the insurance contract for the fulfilment of the legal obligation to insure has been concluded,
2. the number of the certificate for the insurance contract concluded for the fulfilment of the legal obligation to insure,
3. the name and address of the appointed claims representative for the country in which the injured parties has his place of residence or incorporation in accordance with Article 21 (1) of Directive 2009/103/EC relating to insurance against civil liability in respect of the use of motor vehicles, and the enforcement of the obligation to insure against such liability, OJ L 263, 07.10.2009 p. 11,
4. the name and address of the establishment or office that shall compensate the injured party for the damage, if the vehicle is exempt from the legal obligation to insure and the damage is not compensated by the national insurance bureau in the state of the residence or registered office of the injured party,
5. the name and address of the owner of the vehicle, of the usual driver or of the keeper if the injured party credibly shows a justified interest in such information.

(2) The Austrian Insurance Association shall contact the information centre established in accordance with Article 23 of Directive 2009/103/EC in the signatory state in which the vehicle is usually based without delay, in order to obtain the necessary notifications for the information pursuant to para. 1.

(3) The Austrian Insurance Association shall communicate to the information centres established in other signatory states in accordance with Article 23 of Directive 2009/103/EC without delay, which require this information to provide this information in accordance with Article 23 (3) or (4) of Directive 2009/103/EC.

(Note: para. 4 was repealed in the amendment published in Federal Law Gazette I No. 37/2007)



Section 7: Committee for motor vehicle liability insurance

Composition

Article 32. (1) A committee for motor vehicle liability insurance shall be established for advising the competent Federal Ministers in matters of motor vehicle liability insurance. One representative each of the Austrian Economic Chamber, the Federal Chamber of Labour, the Conference of Presidents of the Austrian Chambers of Agriculture, the Austrian Trade Union Federation, the Austrian Insurance Association, the Austrian Automobile, Motorcycle and Cycling Association (ARBÖ; Auto-, Motor- und Radfahrerbund Österreichs), the Austrian Automobile, Motorcycle and Touring Club (ÖAMTC; Österreichischer Automobil-, Motorrad- und Touring-Club) and the FMA shall be delegated to this committee.

(2) The activities performed in the committee for motor vehicle liability insurance constitute an unpaid honorary office.

(3) The committee for motor vehicle liability insurance shall elect a chairperson and a deputy chairperson for a term of two years from among its members. Re-election is permissible.

Procedure

Article 33. (1) The committee for motor vehicle liability insurance shall draw up its own rules of procedure.

(2) The committee shall pass its resolutions by a simple majority of votes. In the case of a tied vote, the chairperson shall have the casting vote. The committee shall be deemed to have a quorum if at least two-thirds of the members are present.

(3) The members who have remained in the minority can offer justified minority opinions which shall be brought to the attention of the competent Federal Minister.

(4) The committee shall invite representatives of the competent Federal Ministers to its consultations. These shall be heard. The committee may also call in experts to its consultations.

Section 8: Final and transitional provisions

Article 34. (1) This Federal law shall enter into force on 1 September 1994.

(2) The Motor Vehicle Liability Insurance Act of 1987 (Kraftfahrzeug-Haftpflichtversicherungsgesetz 1987), published in Federal Law Gazette No. 296, in the version of the 1992 Amendment of the KHVG, published in Federal Law Gazette No. 770, and the announcement in Federal Law Gazette No. 917/1993 shall expire at the end of 31 August 1994.

Article 34a. (1) Article 9 paras. 2 to 4 and Article 19 in the version of the federal act published in Federal Law Gazette I No. 71/1997 shall enter into force on 1 July 1997.

(2) Articles 17, 18, 19, 31 and 32 in the version of the federal act published in Federal Law Gazette I No. 97/2001 shall enter into force on 01 April 2002.

(3) Article 30 and Article 31 in the version of Article II of the federal act published in Federal Law Gazette I No. 46/2002 shall enter into force on 02 April 2002. Regulations issued on the basis of these provisions shall be permitted to be issued from the day following the announcement of the federal act in Federal Law Gazette I No. 46/2002, but shall however enter into force at earliest on 02 April 2002. Prior to 01 April 2002 this right, where the Federal Minister of Finance is entrusted with its enforcement, shall be entrusted to the insurance supervision authority.

Article 34b. (1) Article 14b para. 1 and Article 16 in the version of Article III of the federal act published in Federal Law Gazette I No. 11/2002 shall enter into force on 01 July 2002. Regulations issued on the basis of these provisions shall be permitted to be issued from the day following the announcement of the federal act in Federal Law Gazette I No. 11/2002, but shall however enter into force at earliest on 01 July 2002.

(2) Article 29a, Article 29b, Article 31a and Article 31b in the version of Article III of the federal act published in Federal Law Gazette I No. 11/2002 shall enter into force on 19 January 2003. Regulations issued on the basis of these provisions shall be permitted to be issued from the day of the announcement of the federal act in Federal Law Gazette I No. 11/2002, but shall however enter into force at earliest on 19 January 2003. Prior to 01 April 2002 this right, where the Federal Minister of Finance is entrusted with its enforcement, shall be entrusted to the insurance supervision authority.



(3) Articles 7, 34b and 37a in the version of the federal act published in Federal Law Gazette I No. 76/2002 shall enter into force on 01 January 2003.

(4) Article 1 para. 2, Article 22, Article 31b para. 4 and Article 38 in the Federal Act published in Federal Law Gazette I No. 31/2004 shall enter into force on 01 May 2004 and shall apply to insurance contracts concluded after 30 April 2004.

Article 35. (1) Where references are made to provisions of the KHVG 1987 in other federal acts, they shall be superseded by the corresponding provisions of this federal act.

(2) If references are made to provisions of other Federal laws in this federal act, such references shall refer to those laws as amended.

Observe for the following provision

Reference period: Re: para. 3: cf. Article 37a in the version published in Federal Law Gazette No. 258/1995

Article 36. (1) Insurance contracts existing at the time of the entry into force of this federal act shall be amended at this time, where they do not correspond to the provisions contained in Section 2. Article 15 shall apply.

(2) Changes in the tariffs generally used by the insurance undertaking may be applied to insurance contracts existing at the time of the entry into force of this Federal law and insurance contracts concluded within ten months after this point in time. This shall not apply insofar as terms and conditions of insurance are used that contain a premium adjustment clause.

(3) The insurer or the policyholder shall be entitled to the pro rata difference between the previous and the new premium for the rest of the current period of insurance if the premium changes on the basis of para. 2.

(4) Article 37 para. 3 shall not be affected by the aforementioned para. 2.

Article 37. (1) Article 11 to 17, 23 and 24 shall also apply to insurance contracts existing at the time of the entry into force of this federal act.

(2) Article 18 para. 1 shall not apply to terms and conditions of insurance that have been approved by the insurance supervisory authority or are deemed to be approved pursuant to Article 34 KHVG 1987.

(3) The provisions of the Regulation on the calculation of premiums according to the claims experience in motor vehicle liability insurance, published in Federal Law Gazette No. 369/1987, in the version of the regulations published in Federal Law Gazette No. 108/1988 and Federal Law Gazette No. 156/1993 shall be considered an integral part of the insurance contracts to which this regulation was applicable and that existed at the time of the entry into force of this federal act.

Article 37a. (1) Article 14a in the version of the federal act published in Federal Law Gazette no. 258/1995 shall apply to insurance contracts that were already existing at the time of this provision entering into force. Article 36 para. 3 second sentence in the version in force up to this point in time shall not apply to these insurance contracts.

(2) Articles 7, 9 and 37a in the version of the federal act in Federal Law Gazette I No. 98/2001 shall enter into force on 1 January 2002. Existing insurance contracts are to be adapted to the modified provisions by this point in time.

(3) Article 14b para. 1 and Article 16 in the version published in Article III of the Federal Act in Federal Law Gazette I No. 11/2002 shall apply to insurance contracts existing at the time of these provisions entering into force.

(4) Article 29a and Article 29b in the version of Article III of the Federal Act published in Federal Law Gazette I No. 11/2002 shall apply to damage claims, which occur after 18 January 2003.

(5) Article 31a and Article 31b in the version of Article III of the Federal Act published in Federal Law Gazette I No. 11/2002 shall also apply to vehicles that were licenced at the point of time of these provisions entering into force.



(6) Existing insurance contracts shall be amended in line with the amended provision in Article 7 para. 2 published in the federal act published in Federal Law Gazette I No. 76/2002 by 01 January 2003.

(7) Articles 9, 14a and 14b in the version of the federal act published in Federal Law Gazette I No. 115/2004 shall enter into force on 01 October 2004. Existing insurance contracts shall be adapted to the amended provisions as of this point in time. The insurer may use the Consumer Price Index 2000 published by Bundesanstalt Statistik Austria as a benchmark for premium changes in existing contracts.

(8) Article 1 para. 2, Article 9 paras. 2 to 6, Article 14b para. 2, Article 16, Article 18 para. 1, Article 21 para. 2, Article 29a para. 5, Article 31a para. 4 and Article 31b para. 1 in the version of the federal act as published in Federal Law Gazette I No. 37/2007 shall enter into force on 01 July 2007. Article 1 para. 3 shall at the same time cease to be in force. Existing insurance contracts shall be amended at this point in time in line with the provisions of Article 9 paras. 2 to 6 in the version of the federal act published in Federal Law Gazette I No. 37/2007. Article 29a para. 5 in the version of Federal Law Gazette I No. 37/2007 shall first be applicable for claims occurring after 30 June 2007.

(9) Article 18 para. 4, Article 25 para. 1, and Article 32 para. 1 in the version as amended by Federal Law Gazette I No. 107/2010 shall enter into force on 1 January 2011.

(10) Article 9 para. 3 to 6 in the version of the federal act published in Federal Law Gazette I No. 138/2011 shall enter into force on 1 January 2012. Existing insurance contracts shall be amended at this point in time in line with the provisions of Article 9 paras. 3 to 6 in the version of the federal act published in Federal Law Gazette I No. 138/2011.

(11) Article 25 para. 2, Article 29a para. 1, Article 29b paras. 1 and 2, Article 31 para. 1, Article 31a para. 2 no. 3, para. 4 no. 3 and no. 4 lit. b and para. 6 no. 4 in the version of the federal act as published in Federal Law Gazette I No. 34/2015 shall enter into force on 1 January 2016.

(12) Article 9 para. 3 to 6 in the version of the federal act published in Federal Law Gazette I No. 19/2017 shall enter into force on 1 January 2017. Existing insurance contracts shall be amended at this point in time in line with the provisions of Article 9 paras. 3 to 6 in the version of the federal act published in Federal Law Gazette I No. 19/2017.

Article 38. The following are responsible for the enforcement of this federal act:

1. the Federal Minister of Finance, with respect to the second sentence of Article 12, Articles 18, 19, 30, Article 31 paras. 1 to 3, Articles 31a, 31b, 32 and 33,
2. the Federal Minister for Justice with regard to the other provisions.

Article I

(Note: from Federal Law Gazette I No. 11/2002, in relation to Articles 14b, 16, 29a, 29b, 31a and 31b, Federal Law Gazette No. 651/1994)

This Federal law transposes Directive 2000/26/EC (OJ L 181 dated 20 July 2000, p. 65) into Austrian law.

Article 1

(Note: from Federal Law Gazette I No. 107/2010, in relation to Articles 18, 25 and 32, Federal Law Gazette No. 651/1994)

This federal act transposes Directive 2009/110/EC of the European Parliament and of the Council of 16 September 2009 on the taking up, pursuit and prudential supervision of the business of electronic money institutions amending Directives 2005/60/EC and 2006/48/EC and repealing Directive 2000/46/EC (OJ L 267, 10.10.2009, p. 7).

Article X

(Note: from Federal Law Gazette I No. 37/2007, in relation to Articles 1, 9, 14b, 16, 18, 21, 29a, 31a and 31b, Federal Law Gazette No. 651/1994)

This Federal Act transposes Directive 2005/14/EC of the European Parliament and the Council of 11 May 2005 amending Directives 72/166/EEC, 84/5/EEC, 88/357/EEC and 90/232/EEC of



the Council as well as Directive 2000/26/EC of the European Parliament and the Council relating to insurance against civil liability in respect of the use of motor vehicles (OJ L 149, 11.06.2005, p. 14).

Article 1: Transposition of European Union Directives

(Note: from Federal Law Gazette I No. 34/2015, in relation to Articles 25, 29a, 29b, 31 and 31a, Federal Law Gazette No. 651/1994)

This federal act shall transpose Directive 2009/138/EC on the taking-up and pursuit of the business of Insurance and Reinsurance (Solvency II) (recast), (OJ L 335 of 17.12.2009 p. 1), last amended by Directive 2014/51/EU OJ L 153 of 22.05.2014 p. 1.

Article X: Justice administration measures

(Note: from Federal Law Gazette I No. 76/2002, in relation to Articles 7, 34b and 37a, Federal Law Gazette No. 651/1994)

With regard to this Federal law, regulations may already be issued from the day following its announcement, and other organisational and personnel measures taken. The regulations shall enter into force at the earliest on 1 January 2003.