

INZMO Bicycle insurance

Insurance Product Information Document

Company:
Helvetia Schweizerische
Versicherungsgesellschaft in Liechtenstein AG



Product: INZMO-PL-EN-BIKE-19-1

This fact sheet is for your information only and provides a brief overview of key points about your insurance policy. Comprehensive information is provided in your policy documents (application for insurance, insurance policy and insurance terms and conditions). Please read through all the documents to make sure that you are fully informed.

What type of insurance is this?

This is bicycle insurance. It protects you against unexpected damage, destruction or loss of the insured bicycle.



What is insured?

Property damage

- ✓ The bicycle is insured against damage or loss as a result of sudden or unforeseeable external impact.

Bicycle accident

- ✓ An accident is defined as an event suddenly impacting the bicycle with direct external mechanical force.
- ✓ Insurance cover is also provided for bicycles that are transported by motor vehicle, maritime vessel or public transport and are destroyed or damaged by an accident involving the means of transport or are lost as a result.

Damage from falls or crashes

- ✓ The bicycle is insured against falling or crashing – even if no external impact is involved.

Vandalism

- ✓ Vandalism occurs if a perpetrator deliberately damages or destroys insured objects (property damage).

Wear & Tear

- ✓ Battery: From 50% power loss of the battery of maximum 3 years old.
- ✓ Wear & Tear of technical parts, including brakes & tire

Loss where agreed

- ✓ The insured bicycle is covered against loss resulting from the following risks, provided that the bicycle is secured in the customary fashion by a lock or equivalent or greater protection:
 - ✓ Theft, robbery;
 - ✓ Burglary, insofar as:
 - The insured bicycle was stored in a locked passenger vehicle and a locked area within the passenger vehicle (e.g. in a boot out of view or in a glove box);
 - The insured bicycle was located in a locked house, a locked apartment or a locked room of a building.

Limit of indemnity

- ✓ The limit of indemnity is the unsubsidised purchase price (including VAT) of the bicycle entered on the certificate of insurance.



What is not insured?

- ✗ Electric bicycles for which registration and insurance are compulsory;
- ✗ Velomobiles/fully enclosed bicycles;
- ✗ Self-built bicycles;
- ✗ Retrofitted optical and/or electronic accessories such as navigation systems, action cams, etc.



Are there restrictions on cover?

- ! Damage caused deliberately by the insured person or their agent;
- ! Damage that does not adversely affect the usability or functionality of the insured object (e.g. scratches, scrapes, paintwork or other cosmetic damage);
- ! Damage from rust or oxidation;
- ! Damage from modification, conversion or repair;
- ! Damage as a result of imbibing alcoholic drinks or other intoxicating substances.



Where am I insured?

- ✓ Your bicycle is insured worldwide.



What are my obligations?

To ensure that you do not put your insurance cover at risk, your obligations include the following:

- You must answer all the questions asked by us in the application process truthfully and completely.
- You must pay the insurance premium invoiced by us on time and in full.
- As soon there is a significant change to the insured risk, you must notify us of this change so that we can adjust the policy if necessary.
- Inform us without delay of every insured event.

If an insured event occurs, you are under the obligation to avert or minimise the damage as far as possible and to assist us by making truthful damage reports when the claim is being assessed and adjusted.



When and how do I pay?

The one time or recurring premium is due immediately after you enter into the insurance contract and is payable when the certificate of insurance is issued.



When does the cover start and finish?

The insurance cover commences at the time specified in the insurance documents delivered by email, insofar as the insurance premium has been paid.

The duration of the insurance is specified in the certificate of insurance and relates either to a fixed term or a monthly extension.

The insurance cover ends automatically after the expiration of the selected term or in the event of a total loss, without separate cancellation in text form being required.



How can I cancel the policy?

The insurance cover ends automatically after the expiration of the selected term or in the event of a total loss, without separate cancellation in text form being required.

After the occurrence of an insured event, each of the parties to the contract can cancel the insurance contract. The cancellation must be performed in text form (e.g. email, fax or letter). Cancellation is only permitted up to the end of one month after the conclusion of negotiations on compensation.

The minimum term of this insurance policy is 3 months. After the 3 months minimum term, the insured person can cancel the contract monthly upon notification to info.pl@inzmo.com up to 3 (three) days before the end of the month. For this purpose, we consider that the month starts upon concluding the insurance contract.

**INZMO Bicycle Insurance
General Insurance Terms and Conditions
(Bicycle Insurance GTCs)
Last updated: 01/07/2019**

**INZMO-PL-EN-
BIKE-19-1**

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INZMO bicycle insurance is based on a group insurance contract between INZMO Europe GmbH (Policyholder) and Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG. All persons who are the lawful owners of a bicycle can register for coverage under this group insurance contract and will then obtain insurance coverage for their individual bicycle within the scope of these General Insurance Terms and Conditions.

Note: All advertisements and declarations intended for the insurer (for example, claims notification or revocation declaration) must be submitted to INZMO Europe GmbH exclusively via the web portal www.inzmo.com or via the INZMO smartphone app. If you have any questions, please contact the INZMO customer service: info.pl@inzmo.com.

Supervisory Authority

Financial Market Authority Liechtenstein (FMA)
Landstrasse 109
FL-9490 Vaduz

1 Explanation of terms

1.1 Insured Person

The Insured Person is the person listed on the certificate of insurance who bought insurance coverage for the purchased bicycle. That person must reside or have their registered office in Poland.

1.2 Insurer

The risk carrier is Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG • Herrengasse 11, FL-9490 Vaduz.

1.3 Policyholder

The Policyholder within the scope of the Bicycle Insurance GTCs is INZMO Europe GmbH, Ebertstraße 2, DE-10117 Berlin.

The Insurer has assigned the Policyholder to manage the insurance coverage (in particular, the receipt and processing of membership applications, collection of premiums, change of address notifications, account changes, claims

notifications, etc.) in accordance with the group insurance contract concluded between the Insurer and the Policyholder.

1.4 Essential features of the insurance benefits

The scope of services is detailed in the Insured Person's membership application to the group insurance contract that exists between INZMO Europe GmbH and Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG. The insurance terms and conditions valid at the commencement of the insurance term and previously supplied to the Insured Person apply.

1.5 Information relating to the conclusion of the contract, commencement of the insurance coverage and the application deadline

Information about the commencement of the insurance term is provided in the insurance terms and conditions. There is no time limit for signing the membership application.

2. Objects insured

The following objects are insured:

- a) The bicycle, e-bike or e-scooter listed on the certificate of insurance with its make, model and frame number (hereinafter referred to as 'Bicycle').
- b) Parts serving its function (such as saddle, handlebars, lights, luggage rack) – including the rechargeable battery.
- c) There is no time limit for insured Bikes.

2.1 Objects not insured

The following are not insured:

- a) electric bicycles for which registration and insurance are compulsory;
- b) Velomobiles/fully enclosed bicycles;
- c) self-built bicycles;
- d) retrofitted optical and/or electronic accessories such as navigation systems, action cams, etc.

3 Insured and uninsured risks and damage

3.1 Insured risks and damage

The Insurer pays benefits for unforeseen damage or destruction occurring to the insured Bicycle as per Item 3.2 (property damage) and the loss of insured objects as per Item 3.3.

3.2 Property damage

The Bicycle is insured against damage or destruction as a result of a sudden or unforeseeable external impact resulting from:

a) Bicycle accident

An accident is defined as an external event involving sudden mechanical force with direct impact on the Bicycle. Bicycles are also insured that are transported by motor vehicle, watercraft or public transport and are destroyed or damaged by an accident involving the means of transport or are lost as a result thereof.

b) Damage from falls or crashes

The Bicycle is insured against falling or crashing – even if no external impact is involved.

c) Vandalism

Vandalism occurs if a perpetrator deliberately damages or destroys insured objects (property damage).

This list is exhaustive.

3.3 Loss

The insured Bicycle is covered against loss due to the following risks, provided that the Bicycle is secured in the customary fashion by a lock or equivalent or greater protection:

- a) theft, robbery;
- b) burglary, insofar as
 - the insured Bicycle was located in a locked house, a locked apartment or a locked room of a building.

This list is exhaustive.

3.4 Insurance coverage for damage to electronics

Damage to electronics is damage to the rechargeable battery, motor and control equipment due to short circuit, induction and overvoltage.

3.5 Insurance coverage for moisture damage

The rechargeable battery, motor and control equipment are covered against moisture damage.

3.6 Insurance coverage for wear and tear to rechargeable battery

The rechargeable battery is covered against wear and tear. Wear and tear must be use-related and occurs if the rechargeable battery is no more than three years old (from original purchase) and the rechargeable battery only delivers up to 50% of the performance specified by the manufacturer.

3.7 Insurance coverage for wear and tear

Wear and tear is the deterioration of the mechanical parts of the insured Bicycle that serve to ensure roadworthiness or safety, including tyres and brake linings.

Insurance coverage is provided after four months have elapsed since the commencement of the insurance term, up to a maximum bicycle age of three years, and is only valid for contracts covering several months and for annual policies.

3.8 Uninsured risks and damage

The Insurer does not provide any compensation for the following in particular, regardless of contributory causes:

- a) damage caused deliberately by the Insured Person or their agent;
- b) damage that occurs:
 - when taking part in sporting events or competitions, whether they be of a private, amateur or professional nature, including the associated practice and training rides;
 - when riding to achieve maximum speed (including downhill rides) and;
 - when riding on motocross tracks, in bicycle parks or similar facilities.
- c) damage that does not adversely affect the usability or functionality of the insured object (e.g. scratches, scrapes, paintwork or other cosmetic damage);
- d) damage from rust or oxidation;
- e) damage from modification, conversion or repair;
- f) damage as a result of manipulation of the drive system (e.g. tuning) or from incorrect installation or conversions and from cleaning or unusual use of the Bicycle, in particular use not compliant with the manufacturer's guidelines;
- g) damage for which a third party is legally or contractually liable as the supplier (manufacturer or retailer), contractor or under a repair contract (e.g. warranty and guarantee claims);
- h) damage as a result of imbibing alcoholic drinks or other intoxicating substances.

4 Insured interests

4.1 The interest of the Insured Person is insured.

If the Insured Person is not the owner, the owner's interest is also insured. The provisions on insured damage and risks remain unaffected.

4.2 The Insured Person bears sole responsibility for the correctness of the equipment identification data printed on the certificate of insurance (e.g. model and frame number). The Insured Person must review this data immediately after receiving the certificate of insurance and advise of any inaccuracies without delay by email to info.pl@inzmo.com. If the Insured Person fails to do this and if the equipment identification data of the product does not match that printed on the certificate of insurance, there is no insurance coverage.

4.3 The insurance terms and conditions that apply here are the only provisions that apply to the bicycle insurance.

5 Scope of compensation

INZMO Europe GmbH will settle the damages for which it is obliged to pay compensation directly with the Insured Person on behalf of Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG.

5.1 Repair

If an insured event occurs, the Insurer will reimburse the costs required to repair the damaged Bicycle (including the material, labour and transport costs) that are incurred at a repair business used by the Insurer for the repair. No further claims against the Insurer exist. Additional costs that are incurred because changes or structural improvements have been made during the repair in consultation with the Policyholder shall be borne by the Policyholder. The

insurance policy holder receives instructions from the insurer upon filing an insurance claim.

5.2 **Total loss and – if listed on the certificate of insurance – lost items**

If the repair cost or the purchase cost for a replacement Bicycle exceeds the current value of the insured Bicycle at the time of damage, or if the latter has been lost due to an insured event, or no repair is technically possible due to the damage, the Policyholder will, at the Insurer's discretion, receive a replacement Bicycle (second-hand if applicable) or the corresponding value as financial compensation. The Insured Person does not have a right to financial compensation if an insured event occurs.

In the event of a total loss, the defective Bicycle, including the accessories shipped with it, shall be transferred to the ownership of the Insurer.

5.3 **Compensation limit**

The compensation per insured event is limited in total to the replacement value of objects of the same type and quality in as-new condition with a maximum of the agreed limit of indemnity.

5.4 **If an insured event occurs, compensation will cover:**

a) for objects that have been destroyed or lost, the replacement value up to an age of 12 months, or the current value according to the following table:

- up to an age of 24 months, 90% of the limit of indemnity;
- up to an age of 36 months, 80% of the limit of indemnity;
- up to an age of 48 months, 60% of the limit of indemnity;
- from an age of over 48 months, 50% of the limit of indemnity.

If the usability of an object is not impaired by the damage, there is no insurance coverage.

b) for damaged objects, the necessary repair costs for restoring roadworthiness and proper functioning, but only up to a maximum of the current value;

c) electronic and moisture damage to the e-bike/pedelec/e-scooter or the parts affected, but only up to a maximum of the current value.

6 **Recurring premium**

1. Due date

a) A recurring premium is due at the agreed time of the respective insurance period.

b) The payment is deemed to have been made on time if it has been effected within the period specified in the insurance certificate.

2. Compensation in the event of default happens If the insured person is in arrears with the payment of a recurring premium, the insurer is entitled to demand compensation for damages caused by the default.

3. Indemnity and right of termination after reminder

a) The insurer may request the insured person to pay in writing (eg by email, fax or letter) in the event of late payment of a recurring premium and to determine a payment period of at least two weeks from receipt of the request for payment (Reminder). The reminder is only effective if the insurer quantifies the outstanding amounts of the premium, interest and costs in detail for each contract and also points out the legal consequences - release and termination rights - due to late payment.

b) If an insured event occurs after expiry of the payment period set in the reminder and if the insured person is in arrears of payment of the premium, interest or costs, the insurer is released from the obligation to provide benefits.

c) Upon expiry of the period of payment set in the reminder, the insurer may terminate the contract with immediate effect without notice, provided that the insured person is in arrears with the payment of the amounts due. Termination may be combined with the determination of the term of payment in such a way that it becomes effective on the expiry of the period if the insured person is in default of payment at that time. The insured person must be expressly informed of this at the time of termination.

7 **Payment of premiums**

7.1 The one time premium or first installment of the recurring premium is due immediately after entry into the insurance contract and is payable when the certificate of insurance is issued.

7.2 If the contribution has not yet been paid at the time the insured event occurs, the Insurer is released from the obligation to pay benefits insofar as the Insured Person is responsible for the non-payment.

8 **Duration of insurance and monthly cancellation rights**

8.1 The insurance coverage commences at the time specified in the insurance documents delivered by email, insofar as the insurance premium has been paid.

8.2 The duration of the insurance period is the one specified in the insurance certificate. The minimum insurance period term is 3 (three) months.

8.3 The insurance coverage ends automatically after the expiration of the selected term or in the event of a total loss or theft, without separate cancellation in text form being required.

9 **Limit of indemnity**

The limit of indemnity is the unsubsidised purchase price (including VAT) of the Bicycle entered on the certificate of insurance. If the Insurer, upon examining the receipt or equipment (e.g. if an insured event occurs), determines that the insured Bicycle has been registered for an incorrect limit of indemnity when the contract was concluded, a retrospective correction of the classification will occur. In this event, the premiums will be adjusted retrospectively from the commencement of the policy.

If it is determined after examination that the Bicycle is not insurable through the bicycle insurance, the contract will be rescinded retrospectively. Payments made up to that date will be refunded.

10 **Obligations of the Insured Person**

10.1 **Obligations before occurrence of an insured event**

10.1.1 The Insured Person is obliged to state truthfully and completely all information of significance for concluding the insurance contract that is expressly requested.

10.1.2 During the term of the insurance, the Insured Person must maintain the insured Bicycle in a proper and usable condition and comply with all the corresponding duties of care in order to avert or at least minimise the risk of damage or loss.

10.1.3 **Legal consequences**

If the Insured Person intentionally or through gross negligence breaches an obligation that they must fulfil towards the Insurer before the occurrence of an insured event, the Insurer can cancel the insurance policy without notice after becoming aware of the breach.

The Insurer has no right of cancellation if the Insured Person proves they did not breach the obligation intentionally or by gross negligence.

10.2 **Obligations accompanying and following the occurrence of an insured event**

The Insured Person must fulfil the following obligations after occurrence of an insured event:

- 10.2.1 If the Bicycle is damaged or destroyed within the duration of the insurance, the Insured Person is obliged to report the damage without delay, and no later than seven days after it becomes known, and if necessary to present the Bicycle (including the accessories originally included in the scope of delivery for the damaged Bicycle, if still present) for the purpose of inspection or via possible video verification.
- 10.2.2 To the extent that the damage is insured, the Insured Person must report damage through theft, burglary, robbery or looting, vandalism and sabotage online and to the responsible police station without delay after ascertaining the event. The lost, destroyed or damaged bicycles need to be reported in detail. A copy of the police report should also be sent to the Insurer.
- 10.2.3 The Insured Person must endeavour to keep any damage to a minimum and to assist the Insurer or Policyholder in determining and settling the damage, provide detailed and truthful damage reports and communicate all circumstances that bear relevance to the insured event – in text form if requested. Receipts requested must be submitted without delay. If costs arise due to incorrect or untruthful statements that would not have arisen if the statements had been true, the Insurer reserves the right to demand payment of the costs incurred.
- 10.3 **Release from obligation to pay benefits in the case of a breach of obligations**
 - 10.3.1 If the Insured Person deliberately breaches an obligation under Item 10.1 or 10.2, the Insurer is released from the obligation to pay benefits. In the case of a grossly negligent breach of an obligation, the Insurer is entitled to reduce its payment in proportion to the seriousness of the fault on the part of the Insured Person. The Insured Person is required to prove that gross negligence was not involved.
 - 10.3.2 If the Insured Person breaches an obligation to provide information or clarification that arises after the occurrence of an insured event, the Insurer is only partly or completely released from the obligation to pay benefits if the latter has alerted the Insured Person to this legal consequence in a separate notice in text form (e.g. email, fax or letter).
 - 10.3.3 The insurer is required to provide compensation if the insured person proves that it has not grossly and negligently breached its obligations. This also applies if the insured person proves that the breach of obligation did not cause the insured event to occur. This does not apply if the insured person fraudulently violates its obligations.

11 Cancellation after insured event

11.1 Right of cancellation

After the occurrence of an insured event, each of the parties to the contract can cancel the insurance contract. The cancellation must be performed in text form (e.g. email, fax or letter). Cancellation is only allowed until the end of one month after the conclusion of negotiations on compensation.

11.2 Cancellation by the Insured Person

If the Insured Person cancels, the cancellation takes effect upon its receipt by the Insurer. However, the Insured Person can specify that the cancellation will take effect at a later date, but no later than at the end of the current insurance period.

11.3 Cancellation by the Insurer

Cancellation by the Insurer takes effect one month after its receipt by the Insured Person.

12 Return, exchange, transfer or sale of insured Bicycles

- 12.1 If the Insured Person should rescind the contract of sale for the insured Bicycle within the scope of the statutory warranty, the bicycle insurance can be cancelled in text form in return for reimbursement of the pro rata unused premium. Alternatively, the Insured Person has the option of having the as yet unused time insured credited to a new insurance policy in consultation with the Insurer.
- 12.2 If the insured Bicycle is exchanged for a new Bicycle of the same type and quality during the statutory warranty period, the bicycle insurance is transferred to the new Bicycle. In order to claim benefits, the Insured Person must submit the appropriate proof to the Insurer, e.g. delivery note, exchange receipt.
- 12.3 As the bicycle insurance relates to the insured Bicycle, the insurance coverage persists over the term of the contract despite a return or sale, as long as the buyer acknowledges the rights and obligations arising from the bicycle insurance and the Insurer is informed in text form about the change in Insured Person. The seller and the buyer are jointly and severally liable for the premium that is payable for the current insurance period at the time the transfer takes place. The buyer is entitled to cancel the insurance relationship with immediate effect within a month after acquiring the insured bicycle. The cancellation right lapses thereafter.

13 Retrieved objects

13.1 Duty of disclosure

If the whereabouts of lost objects is ascertained, the Insured Person must disclose this information to the Insurer in text form without delay after becoming aware of it.

13.2 Recovery after payment of compensation

If the Insured Person has recovered the lost, insured Bicycle after compensation in the full amount of the insured value has been paid, they must repay the compensation or provide the insured Bicycle to the Insurer. This right of choice must be exercised within two weeks of receipt of a request from the Insurer in text form. If the Insured Person does not exercise this right of choice within the time limit, the right of choice passes to the Insurer.

13.3 Damaged objects

If recovered Bicycles have been damaged, the Insured Person can also request or retain the compensation as per the terms and conditions in the amount of the replacement costs if the Bicycles remain in their possession.

13.4 Equal status

If the Insured Person has the opportunity to regain possession, they are deemed equivalent to the person in possession of a recovered object.

13.5 Transfer of rights

If the Insured Person must provide the recovered Bicycle to the Insurer, they must transfer possession, ownership and all other rights to the Insurer to which they are entitled in relation to these objects.

14 Communication methods

All communication with the Insurer shall occur electronically by email or via INZMO, www.inzmo.com. Data transfer via unencrypted email can be associated with significant security risks, such as disclosure of data through unauthorised access by third parties, data loss, transfer of viruses, transmission errors, etc. The Insured Person bears exclusive responsibility for the proper technical functioning of their email address. In particular, the email address must be available at all times to receive documents with file attachments of up to 5 MB in size,

and emails from the Insurer must not be blocked by spam filters.

15 **Limitation period**

The limitation period for claims arising from the insurance policy is three years. The limitation period begins at the end of the year in which the claim arose and the creditor becomes aware of the circumstances establishing the claim and the identity of the debtor. Lack of awareness due to gross negligence is deemed equivalent to awareness.

If a claim arising from the insurance policy has been lodged with the Insurer, the period between the lodgement and receipt of the Insurer's decision communicated in text form (e.g. email, fax or letter) to the claimant does not count as part of the limitation period.

In other respects, limitation is governed by the standard provisions of Polish law.

16 **Court with local jurisdiction**

The insurance is valid worldwide. The place of performance for all benefits paid under the bicycle insurance is the place of residence of the Insured Person.

17 **Applicable law**

Polish law governs this contract.

18 **Special grounds for forfeiture**

18.1 All claims arising from this policy are forfeit if the Insured Person makes statements or causes damage in bad faith or with intent to deceive. If the deceit is established by a legally enforceable criminal judgement for fraud or attempted fraud, the conditions as per clause 1 are deemed to have been proven.

18.2 If the Insured Person deliberately causes an insured event, there is no insurance coverage for that event. If the insured event is caused by gross negligence, the Insurer is entitled to reduce the insurance benefits. The reduction is determined according to the degree of fault. Under some circumstances, it can lead to complete loss of claim entitlement.

19 **Alterations to the policy**

Alterations to the insurance terms and conditions or the certificate of insurance must be confirmed in text form by the Insurer. Oral agreements and subsidiary agreements do not exist, and are invalid in every case.

20 **Extra-judicial mediation**

Contact person for extra-judicial mediation, legal arbitration board for out-of-court settlement of disputes

Our goal is to provide excellent service, however, if you are not satisfied with the assistance provided under this insurance policy or under the terms of this insurance, or if you have any other disputes that are fully allowed under the law of your jurisdiction during the insurance term, Helvetia requires that you first provide a notice of the dispute to Helvetia and a reasonable opportunity to respond before you submit it to the Helvetia dispute resolution program or initiate arbitration as described below.

If you wish to contact Helvetia to resolve a dispute under this policy, please send your written notice to: partnerbusiness@helvetia.com

Please provide the following information upon submission:

- a copy of your insurance certificate;
- your name and contact details;

- A detailed description of the matter and/or the dispute as well as the solution you are seeking; and
- A description of the attempts you have made with Helvetia staff to solve the problem.

If you are for any reason not satisfied with the response and/or reaction of Helvetia to your complaint, you may submit your complaint to FIN-NET by completing and submitting the [FIN-NET](#) form for cross-border complaints to:

- the FIN-Net member of your own country;
- or the FIN-NET member of the country of your supplier, which is the Financial Market Authority Liechtenstein (FMA).