



## **ACE / Dr. Walter – CDC Overseas Protection**

### **Conditions of Insurance, General Contract Information and Information on Data Processing**

The german wording prevails in case of litigation.

As a policyholder, you are our contracting partner. The insured parties are shown on the insurance policy.

As the insurer, we provide the contractually agreed benefits.

The benefits which may be agreed are set out in the following special conditions of Insurance.

The insurance policy sets out which benefits are contractually agreed.

These Conditions contain ACE's Underwriting Guidelines, General Contract Information which has to be provided pursuant to §. 7 of the Insurance Contract Act (policyholder information) in conjunction with the Insurance Contract Act Decree on the Duty to Inform (VVG InfoV), and Information on Data Processing. These Conditions were compiled and updated specifically for ACE's clients.

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## Part 1

# General Insurance Conditions and General Contract Information for ACE / Dr. Walter - CDC

## (General Insurance Conditions ACE / Dr. Walter - CDC)

The General Insurance Conditions ACE / Dr. Walter - CDC apply in addition to all other Special Conditions of Insurance set out below, which form the basis of the insurance contract

### The insured persons

#### 1 Who is insured and where?

- 1.1** The Overseas Insurance applies
- during the period of validity of the contract
  - to the insured persons specified in the policy
  - during temporary legal residence abroad, and namely for
- 1.1.1** persons who have been permanently resident in the Federal Republic of Germany for at least two years: when abroad;
- 1.1.2** persons of a nationality other than German who, prior to the commencement of the residence abroad, have a non-permanent residence in Germany: when they are in Germany;
- 1.1.3** provided they have not reached 35 years of age and are no younger than 15 years of age.
- 1.2** Insurance cover commences when the border of the country of domicile is crossed and ends on return when the border of the country of domicile is crossed.
- Provided the insurance contract was concluded for a minimum term of 3 months, insurance cover is available for up to 4 weeks within a 12-month period for holidays taken in the home country and elsewhere in the world. Where there is a need to return home in an emergency (cf. no. 2.2.3 of the Overseas Health Insurance +Assistance ACE / Dr. Walter - CDC), an additional period of 2 weeks is granted.

#### 2 What are the legal relationships between the parties to the contract?

- 2.1** The following will apply if insurance has been taken out against insured events which affect others (third-party insurance):
- 2.1.1** The insured person may claim benefits under the insurance by contacting us directly without your consent. We will make payment directly to the insured person.

**2.1.2** This notwithstanding, the following shall apply with regard to health insurance benefits pursuant to Part 2 of these Conditions:

If you wish to designate the insured person as the authorised beneficiary of the insurance benefit, you may do so by means of a declaration to be submitted to us in writing. The designation can be revocable or irrevocable. If you have issued instructions to such effect, then only the insured person specified by you may request the insurance benefit. In this case, we will make payment directly to the insured person. If the insured person is not designated as an authorised beneficiary, then only you as the policyholder can request the insurance benefit.

**2.1.3** You, as the policyholder, should inform each insured person of the insurance cover available within the scope of this contract, and of the rights of the insured person pursuant to no. 2.1.1.

**2.1.4** You alone, and not the insured person, may exercise other rights under the contract.

**2.1.5** Both you and the insured person shall comply with the obligations.

**2.2** All the stipulations applicable to you must be applied analogously to your successors in title and other claimants.

**2.3** Insurance claims may be neither transferred nor pledged prior to maturity without our consent. As far as the right to indemnity under private liability insurance is concerned, the assignment of this right to injured parties is permitted.

## The term of cover

### 3 When does the contract commence and terminate?

#### 3.1 Commencement of cover

Insurance cover commences at the time stated in the policy, but no earlier than the date of entry into the Federal Republic of Germany or the date on which the border is crossed into an insured country abroad, provided you pay the initial premium immediately after its due date according to no. 10.3.1, but not before any qualifying periods have elapsed.

Insurance cover must be purchased

- within 14 days of crossing the border into an overseas country and
- for the entire duration of the stay abroad (up to a maximum of 13 months).

If the application for insurance is submitted more than 14 days after crossing the border, the qualifying period for health claims will be 14 days from the date of issue of confirmation of acceptance. The qualifying period is however waived in the case of accidents.

The date on which the border was crossed into a country abroad must be verified on request.

No benefit will be available for insured events which occurred or existed before the commencement of insurance cover.

#### 3.2 Duration and termination of the contract

##### 3.2.1 Duration, termination and extension of the contract

The contract has been concluded for the period stated in the policy but for a maximum of 13 months. The contract will then terminate automatically.

Should the period of residence abroad be extended beyond the originally agreed contract term, application may be made to extend the contract. We must receive the application for an extension no earlier than 6 weeks and at least 14 days before the original insurance contract expires. The extension must take effect directly after the expiry of the original contract without any delay. An extension is possible for up to 12 months after the expiry of the original contract. The term of the original contract when added to the extension applied for must be of a total duration of no more than 25 months.

We must expressly approve the extension and are entitled to reject the application for an extension without stating reasons except in respect of the Foreign Health Insurance which has been concluded for a period of less than 12 months (including extension periods). We shall notify you of such rejection without delay.

The acceptance of the premium payment according to no. 10.2 does not constitute tacit approval of the application for an extension.

##### 3.2.2 Follow-up contract for pre-existing insurance

For persons submitting an application for insurance to ACE who previously enjoyed overseas protection from another insurer, the following rules apply:

The term of the pre-existing contract when added to the term of the extension contract concluded with ACE must be of a total duration of no more than 25 months.

The qualifying period is 14 days. This qualifying period shall be waived:

- if we receive the application for an extension 14 days before expiry of the original insurance contract; and
- the date of commencement of cover under the extension applied for from ACE coincides with the date of termination of cover under the previous contract, thus ensuring continuous insurance cover.

Insured events occurring prior to the commencement of cover under the extension contract are not insured.

##### 3.2.3 Extended benefit period

If a return journey is impossible due to unfitness to travel supported by a medical certificate and treatment beyond the end of the insurance contract is consequently necessary, the duty to provide any benefit under this contract will continue to exist until fitness to travel is restored, but for no longer than a period of 3 months. There shall be no duty to pay premiums during this period.

#### 3.3 Termination after an insured event

Where we have made a payment or you have sued us for payment, either of us may terminate the contract by giving notice.

Such notice must be given in writing and received by the respective party no later than one month after payment or, in the case of litigation, after withdrawal of the claim, admission, settlement or final judgment.

If you give notice, such notice will take effect as soon as we receive it. You may however specify that the notice is to take effect at a later date, but no later than the end of the current insurance period.

Notice given by us will take effect one month after you receive it.

In case of payments made with respect to an insured event under part 2 of these Conditions, we will not be entitled to give notice in accordance with the above conditions.

### **3.4 Suspension of insurance cover during military deployments**

Insurance cover for the insured person will be suspended as soon as he commences service in a military or similar formation involved in a war or hostilities between the countries of China, Germany, France, Great Britain, Japan, Russia or the USA. Insurance cover will be reinstated as soon as we receive your notification of the end of service.

## **The insured event**

### **4 What must be done if an insured event occurs? (Obligations)**

Without your cooperation and that of the insured person, we will be unable to provide our benefits.

- 4.1** Within the meaning of this contract, an insured event is an event which causes a loss covered by the insurance or, in the case of liability insurance, which could result in liability claims against the insured person.
- 4.2** The obligations to be met following the occurrence of an insured event are as stated in no. 4.3 and in the Special Conditions of Insurance.
- 4.3** In principle, there is an obligation:
- 4.3.1** to avoid or mitigate the loss, where possible;
- 4.3.2** to inform us immediately, in a truthful and complete manner, of all the details of circumstances which could result in an obligation to provide any benefit;
- 4.3.3** to complete truthfully the "Notification of an insured event" form sent to you by us and to return it to us without delay;
- 4.3.4** any additional relevant information requested by us must be truthfully provided;
- 4.3.5** to permit us to conduct any reasonable investigation into the cause of the loss and into the amount of benefit to be provided by us;
- 4.3.6** to follow our instructions;
- 4.3.7** to arrange for the production of documents requested by us to verify the claim, particularly invoices for costs and medical certificates;
- 4.3.8** to authorise medical practitioners who have treated or examined the insured person (even if they have done so for other reasons), hospitals and other medical establishments, other personal insurers, statutory sickness funds, trade associations and authorities to issue all the information required for an assessment of the risk for which a benefit is to be provided and of the obligation to provide such benefit.

Where you have provided us with your consent before the insured event has occurred, we shall inform you of the collection of personal health data. You may object to such data being collected; however, this may lead to the loss of your right to claim any benefit under no. 5.

You may at any time request that data only be collected where consent has been obtained for each individual collection.

**4.3.9** to report insured events occasioned by criminal offences (e.g. burglary, robbery, malicious damage, bodily harm) to the responsible police station immediately and to have the report certified;

**4.3.10** to inform us of the existence of other insurance providing cover for the insured event in question and of claims made and indemnity payments received under such insurance, and to inform us of other third parties' obligations to provide compensation.

**4.4** There are further deadlines which must be met for individual types of benefit and these are as set out in the Special Conditions; however, they do not refer to obligations, but rather to prerequisites which must be met before a claim can be made.

### **5 What are the consequences of a failure to meet obligations?**

If an obligation provided for in no. 4 is intentionally breached, you will forfeit insurance cover. In case of the grossly negligent breach of an obligation, we shall be entitled to reduce our benefit in proportion to the severity of your negligence. These two conditions shall only apply if we have drawn your attention to such legal consequences by means of a separate communication in writing.

If you can establish that you did not breach the obligation through gross negligence, you will retain insurance cover.

You will also retain insurance cover if you can establish that the breach of the obligation did not cause either the occurrence or establishment of the insured event or the establishment or scope of the benefit payable. This does not apply if you have acted fraudulently in breaching the obligation.

These provisions apply irrespective of whether we exercise any right to give notice to which we are entitled as the result of the breach of a pre-contractual duty of disclosure.

### **6 When is there no insurance cover?(Exclusions)**

Apart from the restrictions and exclusions listed in the Special Conditions of Insurance, there is on principle no insurance cover for losses:

- 6.1** caused deliberately by the insured person;
- 6.2** which the insured person causes as a result of or during the deliberate commission of a criminal offence or the deliberate attempt to commit such an offence;
- 6.3** caused by atomic energy;
- 6.4** during the practice of the following professions / occupations:
- artist, stuntman, animal trainer;
  - underground miner;
  - detonation and clearance personnel, as well as munitions detection personnel;
  - professional diver;
  - professional, contract and licensed sportsman (including racing driver and jockey);

- journalist, reporter, foreign correspondent,
- construction worker.

## **7 What applies to claims against third parties**

**7.1** If indemnity can be claimed for an insured event under another insurance contract (e.g. health insurance, statutory social insurance benefits, other insurers or persons), the other contract will take precedence over this insurance contract.

If the insured event is notified to ACE first, we shall provide advance benefits.

If you are entitled to claim damages from a third party, then insofar as we have made good the loss, this claim will be transferred to us. The transfer may not be invoked to your detriment.

You must protect your claim for damages or any right which serves to secure such claim, subject to compliance with the applicable formal and deadline requirements, and you must where necessary cooperate in the implementation of the same by us. If you deliberately breach this obligation, then insofar as we are consequently unable to obtain compensation from the respective third party, we shall not be obliged to provide any benefit. If the obligation is breached in a grossly negligent manner, we shall be entitled to reduce our benefit in proportion to the severity of your negligence; the burden of proving that no gross negligence was involved rests on the policyholder.

If the claim for damages is made against someone with whom you lived in a joint household at the time of occurrence of the loss, the claim may only be transferred to us if this person caused the loss deliberately.

**7.2** If the insured person as a citizen and/or resident of the European Union travels within the European Union, the said insured person must arrange for the case of sickness a form E111 or of the European Health Insurance card prior to departure.

## **8 When are benefits payable?**

**8.1** If our obligation to provide a benefit is established in principle and as regards the amount, then payment of the benefit must be made within two weeks unless stipulated to the contrary in the Special Conditions.

**8.2** Our obligation will be deemed to have been met once the amount in Euros has been transferred to a domestic financial institution.

**8.3** Interest is payable on the indemnity at a rate of 5 percentage points above the base rate of the ECB p.a. if we or any organisation commissioned by us fail(s) to pay such indemnity within one month of the due date.

## **9 In which currency are benefits paid?**

We pay insurance benefits in Euros (€).

Costs incurred in other currencies will be converted into € at the rate of exchange applicable on the day on which we receive the supporting documentation. For currencies required to pay invoices, the daily rate for traded currencies will be the official rate of exchange in Frankfurt, whilst the rate from the latest edition of "Währungen der Welt", published by the Deutsche Bundesbank, Frankfurt, will apply to non-traded currencies unless you present a document supplied by your bank supporting the fact that you purchased such currencies at a less favourable rate.

## **The insurance premium**

### **10 What must you take into account when paying the premium? What happens if you do not pay the premiums on time?**

#### **10.1 Premium and insurance tax**

**10.1.1** The premium charged includes insurance tax, which you are required to pay at the relevant rate stipulated by statute.

#### **10.2 Collection of premiums**

**10.2.1** Premiums are paid automatically, being either debited from your credit card or collected from your bank account by means of a direct debit (collection of premiums).

**10.2.2** Upon termination of the agreement relating to the credit card nominated by you and/or if the bank details specified by you cease to apply, you will be obliged to provide us without delay and no later than by the next due date with the details of another credit card or with the details of an account at another bank from which we may debit the premiums. Should you fail to notify us accordingly, please note also the legal consequences pursuant to nos. 10.3 and 10.4.

#### **10.3 Payment and consequences of delayed payment/ Initial or single premium**

##### **10.3.1 Due date and timely payment**

The first or single premium is due immediately after two weeks from receipt of the policy.

Payment is deemed to be on time if the premium can be collected by us and you do not oppose an authorised premium collection.

##### **10.3.2 Later commencement of insurance cover**

If the first or single premium cannot be collected by us or if you have opposed the premium collection, insurance cover will commence at the earliest when the first premium is received by us. We shall not be obliged to provide any benefit for any insured event which may occur in the intervening period. This will not apply if you can establish that you are not responsible for the failure to collect.

##### **10.3.3 Rescission**

If the first or single premium cannot be collected by us or if you have opposed the premium collection, we will be entitled to withdraw from the contract while the premium remains unpaid. We may not withdraw if you can establish that you are not responsible for the failure to collect.

#### **10.4 Payment and the consequences of late payment, subsequent premium**

##### **10.4.1 Due date and timely payment**

The subsequent premiums are due on date individually agreed in each case. This is as stated in the policy.

Payment is deemed to be timely if the premium can be collected by us and you do not oppose an authorised premium collection.

##### **10.4.2 Default**

If you are responsible for the fact that a subsequent premium cannot be collected, no reminder will be sent and you will be in default.

We will send you a written demand at your expense asking you to ensure that we are able to collect the premiums within a payment period of no less than two weeks. This deadline will apply only if we set out in detail in the written demand the outstanding premium amounts and the interest and costs, and if we cite the legal consequences associated with the expiry of such deadline pursuant to nos. 10.4.3 and 10.4.4.

We are entitled to demand compensation for any loss incurred by us due to the default.

##### **10.4.3 No insurance cover**

If you are still in default of payment of the premium, interest or costs following the expiry of this payment period, then as of this date and up until such payment, provided you have been informed accordingly in the payment demand pursuant to no. 10.4.2 paragraph 2, there will be no insurance cover.

##### **10.4.4 Notice of termination**

If you are still in default of payment of the premium, interest or costs following the expiry of this payment period, then provided you have been informed accordingly in the payment demand pursuant to no. 10.4.2 paragraph 2, we may terminate the contract without observing any notice period.

If we have terminated the contract and you then pay the required premium within one month of such termination, the contract will continue to be in force. However, no insurance cover shall exist for insured events occurring in the interval between the expiry of the payment period set according to no. 10.4.2 paragraph 2, and the said payment.

#### **10.5 Premium payment to your insurance broker**

Your insurance broker will take over the collection of your premiums for us.

The payment of the premiums to your insurance broker is the same as making the payment to us.

## **Other provisions**

### **11 What does the pre-contractual duty of disclosure entail?**

#### **11.1 Completeness and accuracy of statements on circumstances relevant to risk**

You are obliged to notify us by the time you submit your policy declaration of all facts material to any risk known to you which we have requested from you in writing and which are relevant to our decision to conclude the contract with the agreed content. You likewise have a duty of disclosure if we write to you following your policy declaration but before our policy acceptance and put questions to you as outlined in the first sentence.

If any other person is due to be insured then, in addition to you, this person will also bear responsibility for the truthful and complete disclosure of such facts material to any risk and for answering the questions put to him.

If the contract is concluded by your authorised agent and if such authorised agent has knowledge of any fact material to risk you shall be deemed to have either had personal knowledge of such fact material to risk or fraudulently concealed it.

#### **11.2 Withdrawal**

##### **11.2.1 Requirements for and exercise of withdrawal**

We will be entitled to withdraw from the contract if you breach your duty of disclosure pursuant to no. 11.1.

This will apply only if we have drawn your attention to the consequences of any breach of the duty of disclosure by separate communication in writing.

We must exercise our right of withdrawal in writing within one month. In doing so, we must state the circumstances forming the basis of our declaration. We may subsequently cite further circumstances in justification of our declaration within the one-month period.

The one-month period starts on the date on which we become aware of the breach of the duty of disclosure establishing our right of withdrawal.

Withdrawal will take place by sending a declaration to you.

##### **11.2.2 Exclusion of the right of withdrawal**

We shall have no right of withdrawal if we were aware of the undisclosed fact material to risk or of the inaccuracy of the disclosure.

The same applies if you establish that you or your authorised agent did not make the incorrect or incomplete statements deliberately or through gross negligence.

We shall have no right of withdrawal for any grossly negligent breach of the duty of disclosure if you establish that we would still have concluded the contract had we been aware of

the undisclosed circumstances, albeit under different terms.

### **11.2.3 Consequences of withdrawal**

There will be no insurance cover in the event of withdrawal.

If the insured event has already occurred, we cannot refuse cover if you can establish that the circumstance which was incompletely or inaccurately disclosed did not cause either the occurrence or establishment of the insured event or the establishment or scope of the benefit payable.

In such a case, there will be no insurance cover if you have acted fraudulently in breaching the duty of disclosure.

We shall be entitled to retain the portion of premium corresponding to the contractual period that has elapsed by the time the withdrawal takes effect.

### **11.3 Notice of termination or retroactive policy adjustment**

**11.3.1** If we have no right of withdrawal because any breach of the duty of disclosure by you was done neither deliberately nor through gross negligence then, unless you were not responsible for the breach of the duty of disclosure, we may give one month's notice of termination of the insurance contract in writing.

This will apply only if we have drawn your attention to the consequences of any breach of the duty of disclosure by separate communication in writing.

In so doing, we must state the circumstances forming the basis of our declaration. We may subsequently cite further circumstances in justification of our declaration within the one-month period.

The one-month period starts on the date on which we become aware of your breach of duty of disclosure.

We may not exercise our right to give notice for breach of the duty of disclosure if we were aware of the undisclosed fact material to risk or of the inaccuracy of the disclosure.

Our right to give notice is also excluded if you establish that we would still have concluded the contract had we been aware of the undisclosed circumstances, albeit under different terms.

**11.3.2** Where we are unable to withdraw or give notice due to the fact that we would still have concluded the contract under different terms had we been aware of the undisclosed circumstances, these different terms shall at our request form an integral part of the contract with retroactive effect. If you are not responsible for the breach of duty, the different terms will form an integral part of the contract with effect from the current insurance period.

This will apply only if we have drawn your attention to the consequences of any breach of the duty of disclosure by separate communication in writing.

We must implement the policy adjustment in writing within one month. In so doing, we must state the circumstances forming the basis of our declaration. We may subsequently cite further circumstances in justification of our declaration within the one-month period.

The one-month period starts on the date on which we become aware of the breach of the duty of disclosure causing the policy adjustment.

We may not implement a policy adjustment if we were aware of the undisclosed fact material to risk or of the inaccuracy of the disclosure.

If as the result of the policy adjustment the premium increases by more than 10% or if we exclude coverage of the risk relating to the undisclosed circumstance, you may terminate the contract in writing without notice within one month of receipt of our communication.

### **11.4 Avoidance**

Our right to avoid the contract due to fraudulent misrepresentation remains unaffected. We shall be entitled to retain the portion of premium corresponding to the contractual period that has elapsed by the time the declaration of avoidance takes effect.

## **12 What must be observed when communicating with us?**

### **What happens if you change your address?**

**12.1** All notifications and declarations should be sent to our headquarters / regional office.

**12.2** If you fail to notify us of a change of address, the dispatch of a registered letter to the last address known to us will suffice for the purposes of a declaration of intent to be made to you. The declaration will be deemed to have been delivered three days after the dispatch of the letter.

The same applies if you should change your name.

## General contract information

### 13 Information about the insurer

#### 13.1 Address

ACE European Group Limited  
Direktion für Deutschland

Registered in the companies register under  
number: HRB Frankfurt 58029

Lurgiallee 10, 60439 Frankfurt am Main.

Telephone: 069 75613 0  
Facsimile: 069 75613 252  
www.aceeurope.de

#### 13.2 Company's head office

The Company's head office is in London, United Kingdom.

#### 13.3 Legal form:

Limited (Ltd.), private limited company under English law.

#### 13.4 Legal representative

The legal representative of ACE European Group Limited, Direktion für Deutschland, is the general manager and authorised representative Gerard Jansen of Frankfurt.

#### 13.5 Principal business activity

Operating in all classes of property and personal insurance (but not life insurance or substitute health and legal expenses insurance), reinsurance business and provision of all kinds of insurance.

### 14 Information on the insured benefits

#### 14.1 Main features / Legal basis

14.1.1 Your application (where available), these insurance conditions incorporating our tariff provisions, your policy, and the Insurance Contract Act valid in each instance form the basis of the insurance contract.

14.1.2 This insurance covers you abroad (cf. no. 1), providing the benefits which are specified in your policy and defined in the Special Conditions of Insurance and which accrue in accordance with no. 8. As the insurer, we provide the contractually agreed benefits within the scope of these insurance conditions.

#### 14.2 Costs and payment mode

With the exception of the premium stated in the policy (incl. of statutory insurance tax), no further costs are payable by you for concluding the contract and the insurance cover.

The premium is payable by you in accordance with the method of payment specified in the policy; cf. also no. 10.

#### 14.3 Period of validity

We may change these insurance conditions at any time for new contracts, but not for existing ones.

### 15 Information about the contract

#### 15.1 Legal effect of the contract

The contract has taken legal effect as the result of our confirmation of cover or by our acceptance of your application. The contract and your insurance cover commence on the date specified in the policy.

#### 15.2 Guidance on revocation

##### 15.2.1 Right of revocation

15.2.1.1 You may revoke your policy declaration in writing (e.g. letter, facsimile, email) without stating reasons within two weeks.

The two-week period starts upon receipt of the following written documents:

- this guidance on revocation;
- the policy;
- the contractual provisions including the General Insurance Conditions; and
- the other information provided for in s. 7, paras. 1 and 2 of the Insurance Contract Act, the content of which is as stated in the Insurance Contract Act Decree on the Duty to Inform (VVG-InfoV of 18.12.2007, Legal Gazette I, p. 3004).

15.2.1.2 If you initially receive only some of the above documents, the date on which you have received all of them in full is the date on which the two-week period starts.

If you have already received all the documents in full by the time the contract is concluded, the date on which the contract is concluded (receipt of the acceptance declaration) is the date on which the revocation period starts. If you have submitted the acceptance declaration, we shall inform you immediately of the date on which it is received.

15.2.1.3 For electronic transactions, the revocation period will not start until the duty to inform set out in § 312e, para. 1, sentence 1 of the German Civil Code has been complied with. The information to be provided pursuant to this regulation is reproduced in the Annex.

15.2.1.4 In order to comply with the revocation period, you must dispatch the revocation in good time. The revocation must be sent to

ACE European Group Limited  
Direktion für Deutschland

Lurgiallee 10  
60439 Frankfurt am Main

## 15.2.2 Consequences of revocation

In the event of effective revocation, payments/benefits received on both sides must be re-funded and any benefits which might have been enjoyed (e.g. interest) surrendered. If a refund is not possible, compensation must be paid.

If you agreed to the insurance cover commencing before expiry of the revocation period, the following will apply notwithstanding:

We will reimburse you all premiums paid provided you have not claimed any benefits under the insurance contract. If you have claimed any benefits under the insurance contract, then you will receive only the portion of the premiums corresponding to the period of time subsequent to the receipt of the revocation. You may retain any insurance benefits received by you up until such time as the revocation was received.

Where either premiums or insurance benefits received are to be reimbursed or compensation is to be paid, this must take place without delay and no later than 30 days after receipt of the revocation.

## 15.2.3 Special Information

There shall be no right of revocation for insurance contracts providing temporary coverage or for contracts with a term of less than one month.

You will have no right of revocation if the contract was performed in full by both parties at your express wish before you exercised your right of revocation.

## 15.2.4 Annex (§ 312e, para. 1, sentence 1 of the German Civil Code)

Obligations concerning electronic transactions

(1) If a business uses tele-services or media services to offer a contract for the supply of goods or services to a potential customer (electronic contract), it must:

1. make available to the customer appropriate, effective and accessible technical resources which the customer can use to identify and correct wrong entries before submitting his order;
2. provide the information stipulated in the statutory instrument drawn up in accordance with Article 241 of the Introductory Act to the German Civil Code in a clear and comprehensible form in good time before the order is submitted;
3. immediately confirm the receipt of the customer's order by electronic means; and
4. ensure that the customer can view the contract provisions including the General Terms and Conditions on conclusion of the contract and that he can save them in reproducible form.

## 15.3 Term and conditions of termination

The term of the contract shall be the period stated in the policy. It shall terminate automatically at the expiry of this period.

## 15.4 Which law is applicable?

German law applies to this contract.

## 15.5 Which court has jurisdiction?

15.5.1 The place of jurisdiction for all claims against us arising under the insurance contract will be Frankfurt am Main. If you are a natural person, the court in whose district you have your place of residence when the claim is brought or, in the absence of such place of residence, your customary place of abode, also has local jurisdiction.

15.5.2 If you are a private individual, claims against you arising under the insurance contract must be brought before the court that has jurisdiction over your place of residence or, in the absence of such place of residence, your customary place of abode. If you are a legal person, the court of jurisdiction will be where you have your registered office or your place of business.

15.5.3 If your place of residence, registered office or place of business is in a country outside the European Union, Iceland, Norway or Switzerland, the place of jurisdiction will again be Frankfurt am Main.

## 15.6 Language of the contract

The language of the contract is German. Any communication made will be made in German only.

## 16 Complaints

### 16.1 Ombudsman

Our Company is a member of the Insurance Industry Ombudsman Scheme. You may therefore (with the exception of Overseas Health Insurance) access the free of charge, out-of-court arbitration procedure.

The Insurance Ombudsman can currently consider cases with an amount in dispute of up to €80,000.00.

We undertake not to refer matters to court and to accept the ombudsman's ruling for decisions up to an amount of €5,000.00.

Your right to choose to take legal action remains unaffected by this.

The insurance ombudsman can be contacted at [beschwerde@versicherungsbombudsmann.de](mailto:beschwerde@versicherungsbombudsmann.de)  
Postfach 080632, 10006 Berlin.

### 16.2 Supervisory authorities

#### 16.2.1 Supervisory authorities responsible

ACE European Group Ltd. is regulated by the Financial Services Authority (FSA), 25 The North Colonnade, Canary Wharf, London E14 5HS, [www.fsa.gov.uk](http://www.fsa.gov.uk).

The German Office is regulated by the Federal Financial Supervisory Authority, (*Bundesanstalt für Finanzdienstleistungen*) Graurheindorfer Str. 108, 53117 Bonn. [www.bafin.de](http://www.bafin.de). Tel.: 0228 41080.

#### 16.2.2 Right of complaint

You may also address complaints to the Federal Financial Supervisory Authority at the above address.

# Information on data processing

## 17 Foreword

Nowadays, insurance companies can only work with the aid of electronic data processing (EDP). This is the only way in which insurance matters can be handled correctly, rapidly and cost-effectively. EDP also provides better protection from abuse for the insured community than the old manual procedures.

Processing of your personal data known to us is covered by the [German] Data Protection Act (BDSG), under which data processing and use is admissible if the BDSG or any other statute permits it or if the party affected has consented.

The BDSG always permits data processing and use if it takes place within the scope of the intended purpose of a contractual relationship or a bond of trust similar to a contract, or if it is necessary to uphold the justified interests of the party storing the data and there are no grounds for supposing that the interests of the affected party worthy of protection in the exclusion of processing or use predominate.

## 18 Declaration of consent

A declaration of consent under the BDSG has been included in your insurance offer, irrespective of the balance of interests to be weighed up in individual cases and with regard to a secure legal basis for data processing. This will apply beyond termination of the insurance contract, with the exception of life assurance and accident insurance, but will end on refusal of the proposal or with your revocation, which is possible at any time.

If the declaration of consent is deleted in whole or in part when the proposal is submitted, the contract may possibly not be concluded. Data may be processed or used within the limits of the statutory restrictions, as described in the foreword, despite cancellation or deletion of the declaration of consent as a whole or in part.

## 19 Declaration of discharge from the duty of confidentiality

In addition, the disclosure of data which, as in the medical profession, is subject to professional confidentiality, requires the express consent of the affected party (discharge from the duty of confidentiality). The offer thus includes a discharge from the duty of confidentiality clause in life assurance and health and accident insurance (personal insurance) and in the notification of claim/payment.

Some relevant examples of data processing and use are identified below.

### 19.1 Data storage by your insurer

We store data which is required for the insurance contract. Firstly, this consists of your statements in the application (application data). In addition, insurance-specific data such as the customer (partner) number, sum insured, term of insurance, amount, bank details or, if necessary, third-party statements, e.g. by a broker, a

loss adjuster or a doctor are kept (contractual data). In the case of an insured event, we store your details of the loss and any statements by third parties, e.g. the degree of incapacity determined by a doctor, the assessment by your garage on the write-off of a vehicle or, in the case of maturity of life assurance, the amount payable (benefit data).

### 19.2 Disclosure of data to re-insurers

An insurer will always ensure that the risks which it has assumed are balanced, in the interests of its policyholders. For this reason we assign part of the risks to domestic and foreign re-insurers in many cases. Such re-insurers also require corresponding insurance-specific details from us, such as the insurance number, amount, type of cover and risk, the risk surcharge and, in isolated cases, your personal details. If re-insurers are involved in risk assessment and loss adjustment, the necessary documents will be made available to them. In some cases the re-insurers use further re-insurers, to whom they also disclose the corresponding data.

### 19.3 Disclosure of data to other insurers

Under the [German] Insurance Contracts Act, the insured person must state all the circumstances to the insurer which are important to the assessment of the risk and claim handling when returning the offer, making any amendment to the contract and in the event of a claim. These include, for example, pre-existing medical conditions and insured events or notification of other equivalent insurance (whether proposed, existing, rejected or cancelled). In order to prevent insurance fraud, to clarify any contradictions in the statements by the insured person or to obviate omissions in the assessment of losses occurring, it may be necessary to request information from other insurers or to give the corresponding information on request.

An exchange of personal data between insurers is also required in certain other cases (double insurance, statutory subrogation and loss sharing agreements). This entails the disclosure of data on the affected party, such as name and address, car registration number, type of insurance cover and risk or details of the loss, such as the amount and date of the claim.

### 19.4 Central reference system

When examining an offer or a loss, it may be necessary to make enquires of the responsible association or other insurers and to answer corresponding questions from other insurers, in order to assess risk, clarify the circumstances or prevent insurance fraud. Central reference systems exist for this purpose, which can be checked on a system, i.e. only if certain requirements are fulfilled.

Example: Property insurers

Registering claims and persons in cases of arson or if the contract is cancelled because of suspicion of insurance fraud and certain loss amounts have been reached.

**Purpose:** Risk assessment, loss investigation, prevention of further fraud.

Example: Accident insurers:

- notification in cases of serious breach of the pre-contractual duty of disclosure;
- refusal to provide a benefit due to the deliberate breach of obligations regarding an insured event, or feigning an accident or the consequences of an accident,
- termination of the contract by the insurer with extraordinary notice after a benefit has been provided or action has been brought for claiming a benefit.

Purpose: risk assessment and identification of insurance misuse.

**19.5 Service provided by insurance agents**

You may use the services of an agent for matters relating to insurance. Agents are not only individual persons in this regard but also broking houses.

To ensure that he is able to perform his duties in a proper manner, we provide the agent with information from your application, contractual and benefit data, e.g. policy number, premiums, type of insurance cover and risk, number of insured events and amount of the benefits paid necessary for the service and advice he must provide you with. The authorised agent may also be provided with health data where this is required for policy adjustments in personal insurance only.

Agents process and use this personal data in the context of the aforementioned support and advice service provided to their customers. You will also be notified by us of any changes to customer-relevant data.

Every agent is legally and contractually bound to observe the provisions of the Federal Data Protection Act as well as his individual obligation to maintain confidentiality (e.g. professional secrecy and data secrecy).

**20 Further information and explanations of your rights**

As the affected party under the Federal Data Protection Act, you have a right to information and, under certain conditions, a right to the correction, barring or deletion of the data stored in your file, in addition to the aforementioned right of revocation.

Please contact your insurer's data protection officer for any further information or explanations. Always contact your insurer as well with any request for information, correction, barring or deletion of data stored by the re-insurer.

## **Special Conditions of Insurance (Parts 2 – 5)**

The following Special Conditions of Insurance shall take precedence over the General Insurance Conditions (General Insurance Conditions ACE / Dr. Walter - CDC).

# Part 2

## Conditions of Foreign Health Insurance + Assistance

### - if agreed -

### (Foreign Health Insurance + Assistance ACE / Dr. Walter - CDC)

The Foreign Health Insurance + Assistance ACE / Dr. Walter - CDC applies to health insurance including emergency assistance in the event of accident, illness and death and also in the event of other emergencies abroad.

It applies exclusively in conjunction with the General Insurance Conditions ACE / Dr. Walter - CDC.

#### 1 What is insured?

Subject of this insurance is

**1.1 Refund of costs** incurred by the insured person during a stay abroad;

**1.2 Assistance** required during a stay abroad.

The insured benefits and services are shown under no. 2. The insured amounts are stated in the offer and insurance policy.

Reference is made to the conditions for performance of the services (no. 4.1, Agreement with the Incident Manager).

#### 2 Which benefits are insured?

##### 2.1 Illness/accidents/death

###### 2.1.1 Scope of cover

2.1.1.1 Insurance cover covers the occurrence of a medical emergency, i.e. if bodily harm is suffered or if a sudden, unforeseen illness of the insured person occurs during the stay abroad which requires immediate in- or out-patient treatment by a registered medical practitioner and which cannot be postponed until the return home.

Reference is made to the exclusions stated under no. 3.

###### 2.1.1.2 Pregnancy

Necessary medical treatments and examinations due to pregnancy are also deemed to be insured events, as long as the pregnancy did not exist prior to the commencement of the insurance cover.

The waiting period prior to the delivery is 8 months and counts from begin of the insurance cover or from the begin of the extension if the primary contract was extended.

If the pregnancy existed prior to the commencement of the insurance contract, cover includes antenatal examinations, treatment, delivery and abortions if necessary due to an unforeseen acute decline in the health of the mother or unborn child.

2.1.1.3 Within the scope of the agreed cover we pay for methods of medical examination or treatment and medically prescribed pharmaceuticals which

- are generally scientifically recognised;
- are proved in practice to be equivalent to conventional medicine or which are used because conventional medicine methods or drugs are not available. In this case we are entitled to reduce the payment to the amount that would have arisen if conventional medicine had been used;
- match the general and common health insurance standard in the host country (in Germany for out-patient treatments costs up to 2.3 times the physician fee-scale GOÄ rate, no analogous calculation; for in-hospital treatments ordinary ward without optional extra services in a shared room, no private treatment).

2.1.1.4 The insured event starts with treatment and ends when there is no longer a need for treatment, according to medical assessment.

If treatment has to be extended to an illness or the consequences of an accident which has no causal connection with that previously treated, a new insured event is deemed to have occurred.

##### 2.1.2 Insured benefits

If the insured person falls ill or suffers an accident, the following services will be performed:

Attention is drawn to no. 6 of these conditions below.

### 2.1.2.1 Support services / administration

- 2.1.2.1.1 Information on potential out-patient treatment or referral to a German- or English-speaking doctor;
- 2.1.2.1.2 Arrangement of doctors, specialists, laboratories and hospitals;
- 2.1.2.1.3 Organisation of the despatch of
  - medicines;
  - plasma;
  - medical equipment and, if necessary, arrangement of personnel trained to use it.

### 2.1.2.2 Costs of treatment

- 2.1.2.2.1 Refund of the costs of medically necessary treatment due to illness or accident, up to the sum insured per trip as agreed in the insurance policy.

The excess specified in the policy is deemed to have been agreed in respect of each insured event.

The following are deemed treatment within the meaning of this condition:

- 2.1.2.2.2 Medically prescribed medicines and dressings. Food, nutritional supplements and cosmetic preparations are not deemed to be medications, even if they are medically prescribed;
- 2.1.2.2.3 Medically prescribed radiation, light and other physical treatments;
- 2.1.2.2.4 Medically prescribed aids which are necessary as a consequence of an accident and which are used to treat the consequences thereof;
- 2.1.2.2.5 X-ray diagnosis;
- 2.1.2.2.6 In-patient treatment, provided that this is administered in an institution which is generally recognised as a hospital in the host country and which is under permanent medical management, has adequate diagnostic and therapeutic facilities, works on the financial principles generally accepted in the host country and maintains patient records;
- 2.1.2.2.7 Transport to and from the nearest hospital or doctor suitable for treatment;
- 2.1.2.2.8 Operations;
- 2.1.2.2.9 Palliative dental treatment including single fillings (up to 1.7 x the medical/dental fee scale GOÄ/GOZ rate in Germany) and, in the case of damage to false teeth, measures to restore mastication function for the protection and conservation of the remaining teeth as well as dental prostheses as a result of an accident up to the amount as stated in the insurance policy.
- 2.1.2.2.10 Pregnancy:
  - examination and treatment for pregnancy, unless the pregnancy existed at the start of the insurance contract or the renewal contract;
  - Treatment for spontaneous abortion;
  - Childbirth on expiry of the qualifying period.

### 2.1.2.3 Hospital stays

- 2.1.2.3.1 Making contact between the doctor responsible for treatment and the GP and the transmission of information between the doctors involved;
- 2.1.2.3.2 Giving notice to relatives;
- 2.1.2.3.3 Arrangement of a specialist with bedside consultation, if medically necessary;
- 2.1.2.3.4 Guaranteed assumption of hospital costs (c.f. 2.1.2.2.6), limited to the amount specified in the insurance policy for general care;
- 2.1.2.3.5 In the case of a serious accident or sudden serious illness
  - Arrangement of return travel to the location of the hospital for a person close to the insured person;
  - Assumption of the travel or flight (economy class) costs for one journey by said person to the hospital and back. Costs of board and lodging will not be assumed. Payment will be made for a maximum of two such insured events per year of insurance. The excess specified in the policy is deemed to have been agreed in respect of each insured event.

### 2.1.2.4 Patient transport

- 2.1.2.4.1 Organisation of
  - patient transport specified under no. 2.1.2.4.2 using a medically suitable means of transport for the insured person;
  - accompaniment by a person close to the insured person, if technically feasible.
- 2.1.2.4.2 Assumption of costs up to the amount specified in the insurance policy for medically advisable transport of the insured person by a medically suitable means of transport (ambulance or aircraft). The doctor appointed by the incident management will be responsible for deciding whether transport should be by land or air, by agreement with the doctor responsible for treatment.

The following are insured:

- Transport to the nearest hospital suitable for treatment or to a specialist hospital;
- Return transport to the nearest suitable hospital at the residence of the insured person, as soon as evacuation is medically advisable and reasonable, as well as transport between hospitals which may be necessary within the home country.

### 2.1.3 Search, rescue and recovery missions

- 2.1.3.1 Organisation of searches for and the rescue/recovery of the injured person, provided that the local authorities or other aid organisations do not conduct these.
- 2.1.3.2 Assumption of costs up to the amount specified in the insurance policy for search, rescue and recovery operations by public- or private-

sector rescue services, if charges are usually made.

#### **2.1.4 Emergency assistance in cases of accident and illness**

2.1.4.1 Contact with the insured person's bank and transfer of the amount made available by said bank, in the absence of any other facility for the transfer of funds.

2.1.4.2 Advance of an amount specified in the insurance policy, should it not be possible to make contact with the bank within 24 hours.

Attention is drawn to no. 6 of these conditions.

#### **2.1.5 Death**

Should the insured person die during travel during the term of the contract, the following alternative services will be performed:

##### 2.1.5.1 Return of remains

Organisation and assumption of costs of the return of the remains of the deceased to the place of residence;

##### 2.1.5.2 Funeral arrangements

Funeral arrangements abroad and assumption of the costs.

#### **2.2 Other emergencies**

Attention is drawn to no. 6 of these conditions.

##### **2.2.1 Loss of travel funds and documents**

Should the insured person be a victim of theft, robbery or loss of baggage while travelling, the following services will be performed:

##### 2.2.1.1 Loss of travel funds

2.2.1.1.1 Contact with the insured person's bank and transfer of the sum made available by said bank, in the absence of any other facility for the transfer of funds;

2.2.1.1.2 Advance of an amount specified in the insurance policy, should it not be possible to make contact with the bank within 24 hours.

##### 2.2.1.2 Loss of travel documents

Assistance in procuring replacements and assumption of the official charges incurred for their issue.

##### **2.2.2 Criminal prosecution**

Should the insured person be arrested or threatened with arrest during travel during the term of the contract, the following services will be performed:

2.2.2.1 Procurement of a lawyer and/or interpreter and advance of the court, legal and interpreting costs incurred in this context, up to the amount shown in the insurance policy.

2.2.2.2 Advance of any bail demanded by the authorities up to the amount shown in the insurance policy.

#### **2.2.3 Return journey in an emergency**

Organisation of travel from the country of foreign residence to the country of origin and back in a case of

2.2.3.1 Death, serious accident or unexpected serious illness of the spouse/partner, children, parents, siblings, grandparents, grandchildren, parents-in-law, sons- and daughters-in-law and brothers- and sisters-in-law of the insured person;

2.2.3.2 Damage to the property of the insured person resulting from fire, natural forces or criminal offence by a third party, if the damage is considerable in terms of the financial status and assets of the victim or the presence of the insured person is required for the purposes of loss adjustment.

2.2.3.3 Assumption of the travel or flight costs (economy class) for one journey as specified in no. 2.2.3.1 or 2.2.3.2. Costs of board and lodging will not be assumed. Payment will be made for a maximum of two such insured events per year of insurance.

### **3 In which cases is insurance cover excluded?**

In addition to the exclusions specified in no. 6 of the General Insurance Conditions ACE / Dr. Walter - CDC, no cover exists for:

**3.1** Illness and disorders which existed or were known or diagnosed (even by tentative diagnosis) at the start of the insurance and in each case at the start of the extension of the contract and their consequences, as well as consequences or illnesses and accidents that have been treated during the time of six months before the insurance application.

In divergence from this exclusion, cover is granted for treatments to eliminate life-threatening conditions which became acute during the stay abroad.

**3.2** Losses which could very probably have been anticipated by the insured person;

**3.3** Treatment abroad which was the sole reason or one of the reasons for undertaking the journey;

**3.4** Losses attributable to causes of which the insured person was aware before residence abroad commenced;

**3.5** Treatment or accommodation rendered necessary by long-term illness, a requirement for nursing care or accommodation;

**3.6** Spa and sanatorium treatment and rehabilitation measures;

**3.7** Outpatient treatment at a spa.

This restriction will be waived if the treatment is rendered necessary by an accident which occurred there. It will be waived in cases of illness if the insured person was only at the spa temporarily and not for the purposes of treatment;

- 3.8** Dependency treatment including withdrawal treatment at a spa;
- 3.9** Alcohol, drug or solvent abuse or claims due to the influence of alcohol or drugs (with the exception of benefits under 2.1.2.1 and 2.1.5);
- 3.10** Abortions, unless medically prescribed;
- 3.11** Examinations or treatments owing to disruptions to the functions, or defects, of reproduction organs;
- 3.12** Losses, including their consequences, and accidents directly or indirectly attributable to acts of war or civil war.
- However, insurance cover will exist if the insured person is surprised by acts of war or civil war while travelling abroad.
- Insurance cover will terminate at the end of the seventh day following the outbreak of a war or civil war on the territory of the state in which the insured person is staying.
- The extension does not apply to travel to or through states on the territory of which war or civil war is already being waged. Neither will it exist for active participation in war or civil war or for losses or accidents caused by NBC weapons and in connection with a war or hostilities between China, Germany, France, Great Britain, Japan, Russia or the USA;
- 3.13** Treatment by spouses, parents or children as well as members of the host family in which an insured person is living. Substantiated material expenses will be refunded;
- 3.14** Costs exceeding the amount mentioned in the insurance policy in respect of expenses for psychoanalytical or psychotherapeutic treatments;
- 3.15** Appliances (e.g. spectacles, pads, surgical stockings, etc. and health requisites such as heat lamps and thermometers);
- 3.16** Certificates, reports and examinations for the purpose of obtaining a residence permit;
- 3.17** preventive examinations and check-ups (e.g. cancer screening, vaccinations, laboratory screening and allergy tests); pregnancy screening pursuant to no. 2.1.2.2.10 remains unaffected by this
- 3.18** Cosmetic treatment (including e.g. acne, hair loss, mole and wart removal);
- 3.19** False teeth (except dental prostheses as a result of an accident up to the amount as stated in the insurance policy), pivot teeth, bridges, crowns and orthodontic treatment;
- 3.20** Computer tomography, magnetic resonance imaging and sintigraphy, with the exception of life-threatening accidents or illnesses or with the consent of the insurer/incident manager;
- 3.21** Physiotherapy except after accidents;
- 3.22** Treatment by non-medical practitioners;
- 3.23** Expenses incurred by methods of treatment and medicines which are not generally scientifically recognised either in the Federal Republic of Germany or at the place of residence;
- 3.24** Treatments or other measures which exceed what is medically necessary. In this case we are entitled to reduce the payment to an appropriate level.
- 4** **What applies to the provision of insured benefits?**
- 4.1** **Condition for the provision of insured benefits**
- A condition for the provision of incident management services and the refund of the associated costs is that the insured or a person authorised by the insured person contacts the incident manager and agrees the further procedure with him/her.
- Incident management services will be performed within a reasonable period and by agreement with the policyholder. However, the incident manager has discretion in the choice of contractor used to perform the services. If third parties are commissioned, thereby incurring costs which are not covered by this insurance, the incident manager will have the right to demand appropriate financial guarantees from the policyholder. The incident manager will determine the form and extent to which this takes place.
- 4.2** **Assistance services**
- Assistance services will be performed by us or by the organisation (incident manager) specified in the insurance policy.
- The incident manager will not be responsible for any delay to or obstacle whatsoever in the performance of the services which may arise in connection with the following occurrences:
- Acts of war or civil war;
  - Civil commotion, strike, insurgency, retaliatory measures, acts of sabotage, terrorism or other acts of violence;
  - Instructions of agencies of the state;
  - Natural disasters such as earthquakes, volcanic eruption or flooding;
  - Regional contamination by nuclear substances (atomic energy).
- 4.3** **Financial services**
- 4.3.1** We are only under an obligation to perform if
- original invoices or
  - copies including a payment confirmation of another insurer
- are submitted for the services performed and the substantiation required, particularly officially authenticated translations, have been submitted. These will be our property.
- 4.3.2** All vouchers must bear the first name and surname of the party treated, the name of the illness and the individual medical services with dates of treatment.

Receipts must clearly show the medicines prescribed, the price and confirmation of payment.

Vouchers for dental treatment must identify the teeth treated and state the treatment carried out. Benefits provided or refused by other insurance carriers must be verified as set out under no. 4.3.1.

**4.3.3** Costs incurred will be refunded less savings made, refunds, etc.

**4.3.4** We are entitled to make payment to the party providing or submitting proper substantiation.

**4.3.5** Translation costs may be deducted from payments.

**4.3.6** Payments by third parties will be deducted from payments under this contract in accordance with no. 7 of the General Insurance Conditions ACE / Dr. Walter - CDC.

## **5 What must be done if an insured event occurs? (Obligations)**

### **5.1 In addition to the obligations set out under no. 4 of the General Insurance Conditions ACE / Dr. Walter - CDC, the insured person shall:**

**5.1.1** to notify us of any hospital treatment within ten days of its commencement;

**5.1.2** to claim insurance benefits from ourselves in writing;

**5.1.3** to submit to examination by a doctor appointed by ourselves on demand.

**5.1.4** to report any cases of theft, robbery or the loss of travel funds and documents to the respective responsible authority.

### **5.2 Consequences of breach of obligation**

Please refer to no. 5 of the General Insurance Conditions ACE / Dr. Walter - CDC for the consequences of breach of obligation.

## **6 When must advances be repaid?**

If advances are agreed and no third party assumes the costs then you must repay them to us within two months of the advance.

# Part 3

## Conditions of Foreign Personal Liability Insurance - if agreed - (Personal Liability Insurance ACE / Dr. Walter - CDC)

The Personal Liability Insurance ACE / Dr. Walter - CDC is only valid in conjunction with the General Insurance Conditions ACE / Dr. Walter - CDC.

### 1 What is insured?

Insurance cover exists for circumstances in which a claim is made against the insured person by a third party under statutory provisions for liability for compensation under private law because of a loss occurring during the effectiveness of the insurance contract entailing

- the death, injury or harm to the health of persons (bodily injury);
- or damage to or destruction of property (property damage).

### 2 What is covered?

#### 2.1 Insured risks

Within the scope of the following stipulations, the insurance cover extends to the statutory liability of the insured person

- as a private individual abroad under no. 1 of the General Insurance Conditions ACE / Dr. Walter - CDC;
- arising from the risks of everyday life.

Insured risks of everyday life are activities, **particularly**

**2.1.1** as the head of a family or household (e.g. arising from the obligation to supervise minors);

**2.1.2** as a cyclist;

**2.1.3** from participation in sport, with the exception of the exclusions under no 4.2 of these conditions;

**2.1.4** from the legitimate private possession and use of cutting weapons, shafted weapons, firearms, munitions and missiles, but not for the purposes of hunting or criminal offences;

**2.1.5** as a rider when using third-party horses for private purposes. Liability claims by the keeper or owner of the animals against the insured person are not insured;

**2.1.6** as the keeper of or carer for tame domestic pets, tame small animals and bees, but not dogs, cattle, horses, other riding and draught animals, wild animals or animals kept for commercial or agricultural purposes;

**2.1.7** as the tenant (but not the permanent tenant, lessee, etc.) of apartments, hotel or boarding house rooms and buildings for residential purposes rented for the purposes of dwelling abroad.

### 2.2 Uninsured risks or risks with restricted insurance

#### 2.2.1 Professional and other activities

The risks of a business, profession, service or office (including honorary office), internship, responsible work in any type of association or unusual and dangerous occupations are excluded. This includes for example working as an au-pair and any other childcare work carried out for remuneration

#### 2.2.2 Motor vehicles, aircraft and watercraft

**2.2.2.1** Liability arising from the ownership, possession, keeping or operation of a motor vehicle, an air- or watercraft for losses caused by the use of such vehicle is not insured.

**2.2.2.2** However, insurance cover exists in respect of losses arising from the use of

**2.2.2.2.1** Model aircraft, unmanned balloons and kites;

- which are not powered by engines or propellants;
- the total flying weight of which does not exceed 5 kg;
- and for which insurance is not compulsory;

**2.2.2.2.2** Water sports vehicles, with the exception of own sailing boats and own or third-party water sports vehicles with engines - including auxiliary or outboard motors - or propellants.

### 3 What benefits are provided up to what amount?

#### 3.1 Type of benefit

Cover is provided under the insurance for:

**3.1.1** investigating liability;

**3.1.2** defending unfounded claims for damages;

**3.1.3** indemnifying the policyholder against justified liability for damages.

Liability for damages is justified if the insured person is obliged to provide compensation on the basis of statute, a court judgment, admission or settlement and we are bound by this. Admissions made and settlements reached by the insured person without our consent will only bind us if there would have been a claim even without the admission or settlement.

If the insured person is found liable for damages and the decision is binding on us, we must indemnify the policyholder against the third party claim within a period of two weeks.

**3.1.4** Defence counsel's costs in accordance with the fee scale, or greater if expressly agreed with us, for the appointment of defence counsel desired or approved by us for the insured person in a criminal prosecution due to an insured event which may entail a liability claim for which insurance cover exists;

**3.1.5** Provision of security or deposit for the insured person if the insured person has a statutory obligation to provide security for a pension due because of an insured event, or prevention of enforcement of a court ruling against the insured person by provision of security or a bond;

**3.1.6** Conduct of litigation in the name of the insured person, should an insured event result in litigation regarding the claim between the insured person and the claimant or the latter's successor in title.

We will assume the costs of litigation.

**3.2 Amount of benefit**

The excess specified in the policy is deemed to have been agreed in respect of each insured event.

**3.2.1 Maximum limit per event of damage**

**3.2.1.1** The compensation paid is restricted to the maximum amount stated in the policy (sum insured) per claim/ insured occurrence.

This will also apply if the insurance cover extends to more than one party liable to pay compensation.

Several losses with a common cause occurring within a close time scale will be deemed a single claim.

The aggregate payment for all claims in any one insurance year will be restricted to twice the agreed maximum of liability (sum insured).

**3.2.1.2** Expenditure on costs in accordance with no. 3.1.6 will not be debited from the sum insured, unless the litigation takes place in the United States of America (USA) or Canada.

However, should the justified liability claims resulting from a single claim exceed the sum insured, we will assume the court costs in the ratio of the insured sum to the total amount of the claims.

In such cases, we are entitled to discharge ourselves from further performance by payment of

the insured amount and the proportion of the costs accrued hitherto corresponding to the insured amount.

**3.2.1.3** If the insured person has to make pension payments to the claimant and if the cash value of the pension exceeds the sum insured or the amount of the sum insured after the deduction of any other payments from the same insured event, the pension to be paid will only be refunded in the ratio of the sum insured or the residual amount thereof to the cash value of the pension.

The cash value of the pension and the amount of cover will be determined under the declaration made to the responsible regulatory authority in the business plan when calculating the proportional value.

**3.2.2 Maximum payment for damage to rented property**

For insurance payments resulting from damage to rented property specified in accordance with no. 2.1.7, the payment of compensation will be restricted to the sum specified in the insurance contract for each insured event and each year of insurance.

**3.2.3 Restriction in the case of additional costs attributable to the insured party**

Should settlement of a liability claim by acknowledgement, satisfaction or settlement demanded by us fail due to the behaviour of the insured person, we will not pay the additional expenses for the compensation and for interest and costs arising from this behaviour.

**3.2.4 Other liability insurance**

In accordance with no. 7 of the General Insurance Conditions ACE / Dr. Walter - CDC, any other existing insurance cover will take precedence over this foreign personal liability insurance cover.

**4 When is there no insurance cover? (Exclusions)**

In addition to the exclusions specified in no. 6 of the General Insurance Conditions ACE / Dr. Walter - CDC, no insurance cover will exist for liability claims

**4.1** if they exceed the scope of the statutory liability of the insured person due to a contract or express commitments;

**4.2** from losses as a consequence of

- hunting
- participation in horse, cycle or motor vehicle races, boxing or wrestling or their preparations (training);

**4.3** from losses to relatives of the insured person and / or the policyholder who share the latter's household.

Relatives are not deemed to be host parents and guest children, however spouses/partners, parents, children, adoptive parents and children, parents-in-law, step-parents and children, grandparents and grandchildren, siblings, and foster parents and children (persons who are associated with each other in a long-term, typical family relationship such as that of parents and children);

- 4.4** between several parties insured under the same insurance contract;
- 4.5** between the legal representatives of parties without legal capacity or those with restricted legal capacity;
- 4.6** because of material damage to third-party property and pecuniary losses resulting from such property which the insured person has rented, leased, borrowed or acquired by illegitimate independent interference or which is the subject of a separate custodial contract.
- However, damage to rented premises/ buildings and their fixtures and fittings in accordance with no. 2.1.7 (damage to rented property) is included, although the following are excluded:
- Liability claims for wear, tear and excessive use;
  - Damage to heating, boiler and hot water systems, to electrical and gas appliances;
  - Liability claims which are covered by the waiver of regress under the Fire Insurers' Agreement for Comprehensive Claims.
- 4.7** resulting from asbestos or substances and manufactures which include asbestos;
- 4.8** which are directly or indirectly connected with energy-rich ionising radiation (e.g. rays of radioactive material or X-rays) and with laser and maser beams;
- 4.9** caused by environmental influences on soil, air or water (including damage to bodies of water) and all further losses arising from them;
- 4.10** from material damage arising
- from the gradual effect of temperature, gases, vapours or moisture, precipitation (smoke, soot, dust etc);
  - from sewage, the formation of sludge, subsidence of property (including a structure erected upon it or a part thereof), landslides, tremors resulting from pile-driving, flooding by standing or flowing bodies of water;
  - from field damage caused by grazing animals or game.
- 4.11** resulting from exchange, transfer or provision of data, as long as it is
- 4.11.1** deletion, suppression, destruction or change of data;
- 4.11.2** non-recording or false saving of data;
- 4.11.3** disturbance of access to electronic data exchange;
- 4.11.4** transmission of confidential data or information;

**4.12** resulting from infringement of right to personality or name;

**4.13** resulting from hostility, harassment, disturbance, unequal treatment or other discrimination;

**4.14** for bodily harm arising from the transmission of an illness suffered by the insured person.

The same applies for material damage and pecuniary losses resulting from such, arising from illness of animals kept or sold by the insured person.

In both cases, cover exists if the insured person proves that he/she has neither acted with deliberate intent nor negligently.

## **5 What must be done if an insured event occurs? (Obligations)**

Should an insured event occur, you - or the insured person - will bear the following obligations, in addition to those in no. 4 of the General Insurance Conditions ACE / Dr. Walter - CDC:

### **5.1 Notification**

**5.1.1** We must be informed of every insured event immediately, even if a claim has not yet been made.

**5.1.2** Should the claimant assert a claim against the insured person or a public prosecution, public authority or court proceedings be launched, default summons be issued or a dispute is announced against the insured person in court, you or the insured person must notify us immediately.

### **5.2 Default summons / orders**

You must lodge an appeal or have recourse to law in good time against default summons or orders from administrative authorities to pay compensation, without awaiting instructions from us.

### **5.3 Conduct of litigation**

Should the liability claim entail litigation, the insured person must allow it to be conducted by us. We will instruct a lawyer on behalf of the insured person. The insured person must grant the lawyer appointed or designated by us power of attorney and provide all information and documents required.

### **5.4 Authorisation**

**5.4.1** We are deemed to be authorised to make any declarations which appear suitable in the name of the insured person in order to settle or dispute the claim.

**5.4.2** Should the insured person be accorded the right to suspend or reduce any pension payable due to a change in circumstances, this person is obliged to allow us to exercise this right in their name.

### **5.5 Consequences of breaches of obligation**

Please refer to no. 5 of the General Insurance Conditions ACE / Dr. Walter - CDC for the consequences of breaches of obligation.

# Part 4

## Conditions for the Accident Insurance Abroad

### - if agreed -

### (Accident Insurance Conditions ACE / Dr. Walter - CDC)

The Accident Insurance Conditions ACE / Dr. Walter - CDC are only valid in conjunction with the General Insurance Conditions ACE / Dr. Walter - CDC.

## Scope of Insurance

### 1 What is insured?

1.1 We offer insurance protection for accidents which occur to the insured person during the valid period of the contract.

1.2 The insurance:

- covers accidents in the whole world;
- provides 24 hour cover;
- covers all occupational and non-occupational accidents for the duration of the residence or stay abroad according to no. 1 and 3 of the General Insurance Conditions ACE / Dr. Walter - CDC.

1.3 An accident occurs if the insured involuntarily suffers a sudden impairment of health which is due to an external event (accident event) affecting his body.

1.4 An accident also occurs if, due to increased physical efforts in the area of the limbs or spine

- a joint is dislocated, or
- muscles, tendons, ligaments or capsules are strained or torn.

1.5 We refer to the provisions concerning the limitations of benefits (no. 3), non-insurable occupations (no. 6.4 of the General Insurance Conditions ACE / Dr. Walter - CDC) and the exclusions (no. 4). These limitations apply to all types of benefits.

### 2 What type of benefits are insured?

The type of benefits insured are described in the following.

The insured amounts which you have agreed to with us are contained in the insurance policy.

#### 2.1 Disability benefit

##### 2.1.1 Requirements for this benefit:

2.1.1.1 The insured person suffers permanent impairment of their physical or mental capacities (disability) as the result of an accident.

An impairment is permanent if it is likely to exist for more than three years and no change to the person's condition is envisaged.

The disability:

- occurred within a year of the accident; and
- was identified by a doctor in writing within fifteen months of the accident and has been claimed for by you by submitting a medical certificate to us.

2.1.1.2 No claim for disability benefits exists if the insured dies within one year after the accident due to causes from the accident.

##### 2.1.2 Type and amount of the benefits:

2.1.2.1 We will pay the disability benefits as a capital sum amounting to the agreed sum insured.

2.1.2.2 The basis for the calculation of the benefits is the insured amount and the degree of disability due to the accident.

2.1.2.2.1 In the event of loss of or total functional incapacity of the following body parts and sensory organs, the following degrees of disability shall apply exclusively:

Arm	70%
Arm up to above the elbow joint	65%
Arm below the elbow joint	60%
Hand	55%
Thumb	20%
Index finger	10%
Other finger	5%
Leg	
Above the middle of the thigh	70%
Up to the middle of the thigh	60%
Up to below the knee	50%
Up to the middle of the lower leg	45%
Foot	40%
Big toe	5%
Other toe	2%
Eye	50%
If however the vision of the other eye was lost before the accident	100%
Hearing in one ear	30%
If however the hearing in the other ear was lost before the accident	100%
Hearing in both ears	100%
Sense of smell	10%
Sense of taste	5%
Voice	100%

For partial loss or the impairment of the function, the corresponding portion of the particular percentage applies.

2.1.2.2.2 For other parts of the body and sensory organs, the degree of disability is measured according to the degree to which the normal physical or mental capacities are impaired as a whole. In determining this, only medical aspects are to be considered.

2.1.2.2.3 If parts of the body or sensory organs or their functions were already permanently impaired before the accident, the degree of disability is reduced by the degree of the disability before the accident. This shall be determined according to no. 2.1.2.2.1 and 2.1.2.2.2.

2.1.2.2.4 If several parts of the body or sensory organs are impaired by the accident, then the degrees of disability determined according to the above provisions shall be added together. However, more than one hundred percent shall not be considered.

2.1.2.3 If the insured dies

- due to non-accident related causes within one year after the accident or
- regardless of the cause later than one year after the accident

and a claim for disability benefits existed, then we will provide benefits according to the degree of disability which could have been expected based on medical evidence.

## 2.2 Death Benefit

### 2.2.1 Prerequisites for benefits

The insured died within one year due to the accident.

We refer to the special obligations in accordance with no.5.1.3.

### 2.2.2 Amount of benefits

The death benefits will be paid according to the agreed sum insured.

## 3 What effect do illnesses or infirmities have?

As an accident insurer, we provide benefits for the consequences of accidents. If illnesses or infirmities have contributed to the impairment of health or its consequences and this impairment was due to an accident, then the benefits will be reduced according to the share of the illness or the infirmity, and this reduction shall apply

- to the percentage of the disability in the case of disability, and
- in case of death.

If, however, the portion contributed is less than 25 percent, then no reduction is applied.

## 4 In which cases is insurance cover excluded?

In addition to the exclusions provided for in no. 6 of the General Insurance Conditions ACE / Dr. Walter - CDC, the following exclusions apply.

### 4.1 No insurance cover exists in case of the following accidents:

4.1.1 Accidents of the insured due to mental derangement, disturbances of consciousness, - also if based on drunkenness -, strokes, epileptic fits or other convulsive seizures, which affect the entire body of the insured.

However, insurance protection exists if these disturbances or seizures were caused by an accident event which is covered by this contract.

4.1.2 Accidents which are directly or indirectly caused by war or civil war events.

There will however be insurance cover if the insured person is unexpectedly affected by acts of war or civil war whilst travelling abroad.

Such insurance cover will expire at the end of the seventh day following the outbreak of a war or civil war in the territory of the state in which the insured person is staying. This deadline will be extended to 14 days if the insured person can show that he did everything in his power to leave the state within seven days but that he did not manage to do so.

The extension does not apply to travel to or through states in whose territory war or civil war is already being waged. Neither will it apply to active participation in war or civil war or for accidents caused by nuclear, biological and chemical weapons and in connection with any war or hostilities between China, Germany, France, Great Britain, Japan, Russia or the USA.

4.1.3 Accidents which occurred to the insured

- as the pilot of an aircraft, including as the pilot of an aerial sport device (i.e. parachuting, paragliding), if according to German law they require a permit for this;
- as another member of the crew of an aircraft;
- during an occupational activity requiring the assistance of an aircraft;
- during the use of space vehicles.

**4.1.4** Accidents which occur to the insured when participating as a driver, passenger or occupant of a motor vehicle in driving events including the associated training driving, when the goal of such events is the attainment of maximum speeds.

#### **4.2 In addition, the following impairments are excluded:**

**4.2.1** Injury to inter-vertebral disks and bleeding from internal organs and cerebral haemorrhages.

However, insurance protection does exist if an accident event covered by this contract according to no. 1.3 is the predominant cause.

**4.2.2** Impairments to health from radiation.

**4.2.3** Impairments to health from therapeutic measures or operations on the body of the insured.

However, insurance protection does exist

- if the therapeutic measures or operations, including radio-diagnostic and therapeutic measures and operations, are required due to an accident, which is covered by this contract;
- for violent acts by a third party.

**4.2.4** Infections.

**4.2.4.1** These are also excluded if they were caused

- by insect stings or bites or
- by other minor injuries to the skin or mucous membrane

through which the pathogen either immediately or later enters the body.

**4.2.4.2** However, insurance protection exists for

- rabies and tetanus as well as for
- infections caused by pathogens which entered the body due to accident injuries, which are not excluded according to no. 4.2.4.1.

**4.2.4.3** For infections which were caused by therapeutic measures or operations, no. 4.2.3 sentence 2 applies accordingly.

**4.2.5** Poisoning as the result of taking solid or liquid materials through the throat.

**4.2.6** Pathological disorders as the result of psychic reactions, even if these were caused by an accident.

**4.2.7** Abdominal or lower abdominal hernias.

However, insurance cover exists if these occurred due to a violent external effect which is covered by this contract.

## **The insured event**

### **5 What must be done after an accident (obligations)?**

#### **5.1 In addition to the obligations set out under no. 4 of the General Insurance Conditions ACE / Dr. Walter - CDC, the insured person shall:**

**5.1.1** After an accident which will probably result in the duty of performance, you or the insured must promptly

- seek the advice of a doctor,
- follow his directions and
- notify us.

**5.1.2** If we commission a doctor to conduct an examination, then the insured must allow the doctor to examine him. We will bear the required costs, including any loss of earnings due to such an examination.

**5.1.3** If death results from the accident, then we are to be notified within 48 hours even if we were already notified of the accident.

We shall be given the right to have an autopsy conducted by a doctor whom we have commissioned to do this, if necessary.

### **6 Consequences of breaches of obligation**

Please refer to no. 5 of the General Insurance Conditions ACE / Dr. Walter - CDC for the consequences of breaches of obligation.

### **7 When are the benefits due?**

**7.1** We are obliged to state in written within one month – for a disability claim within three months – if and for what amount we accept a claim. The time-limits start with the receipt of the following documents:

- Evidence of the accident events and the consequences of the accident;
- For a disability claim additional evidence concerning the conclusion of the therapy if this is necessary for the assessment of the disability.

We bear the medical fees which you incurred to establish the basis for a right to benefits.

**7.2** If we accept the claim or if we have reached an agreement with you on the reason and the amount, we will provide the benefits within two weeks.

**7.3** If initially only the reason for the obligation to indemnify has been established, then we shall – at your request – provide appropriate advances.

Before the conclusion of the therapy process, disability benefits within one year after the accident may only be claimed up to the amount of the death amount specified in the contract.

**7.4** Both you and we are entitled to have the degree of the disability medically re-examined annually for up to three years after the accident.

This right must exercised

- by us along with our statement about our duty to indemnify according to no. 7.1;

- by you no later than three months before the expiration of the time limit.

If the final assessment of the degree of disability results in higher benefits than we have provided, then annual interest of 5% will be paid on the additional amount.

## Part 5

### Conditions for the Household Contents and Baggage Insurance Abroad - if agreed -

#### (Household Contents and Baggage Insurance Conditions ACE / Dr. Walter - CDC)

The Household Contents and Baggage Insurance Conditions ACE / Dr. Walter - CDC are only valid in conjunction with the General Insurance Conditions ACE / Dr. Walter - CDC.

- 1 When does insurance cover subsist?**
- 1.1** Notwithstanding nos. 1.2 and 3.1 of the General Insurance Conditions ACE / Dr. Walter - CDC, insurance cover commences at the time at which the insured property is removed from the fixed abode in the home country for the purpose of the imminent commencement of travel to the foreign abode/household and ends as soon as the insured property arrives there.
- 1.2** Should the baggage not be unloaded immediately after arrival at the fixed abode in the case of journeys by road, the insurance cover will terminate on arrival.
- 2 What is insured? (Insured property)**
- The insured person's household effects and private baggage are insured during stays abroad, as follows:
- 2.1 Household effects** which are carried from the fixed abode to the dwelling place abroad or which are purchased at the place of dwelling. Household effects are property for private use, for the purposes of establishing a household, use or consumption.
- Household effects are only insured in the dwelling or hotel abroad or during carriage between the fixed abode to the foreign household and back. For the purposes of travel, household effects are baggage, insofar as the following definition applies.
- 2.2 Baggage** i.e.,
- 2.2.1** All property constituting personal travel requisites carried on a journey, worn on the person or in the clothing or carried by a common means of transport and
- 2.2.2** gifts and souvenirs purchased abroad.
- 3 Which property is insured with restrictions?**
- 3.1 Sports equipment**
- Folding and inflatable boats and other sports equipment (e.g., golf and diving equipment and bicycles) and their accessories (with the exception of engines) are insured
- 3.1.1** only while they are not being used for their intended purpose;
- 3.1.2** against theft, only if
- the theft takes place between 06.00 and 22.00 o'clock and the sports equipment is secured against removal (e.g. bicycles with a steel cable or tubular lock and key; a spoke lock is not sufficient), or
  - if the sports equipment is on supervised premises (c.f. no. 3.4.1) or locked premises which are not generally accessible.
- 3.2 Valuables**
- 3.2.1** The following are deemed valuables
- 3.2.1.1** Precious objects; clocks, jewellery, gold fillings, items made of precious metal or precious stones;
- 3.2.1.2** Radios, cameras, film cameras and portable video systems, televisions, devices for the reproduction of music and films;
- 3.2.1.3** Mobile telephones;
- 3.2.1.4** Computers (including laptops); modems, printers, personal organisers and games machines (all with accessories);
- 3.2.1.5** Musical instruments, glass, porcelain, hand-woven carpets.
- 3.2.2** Valuables are only insured as long as they are
- worn or used in accordance with their intended purpose or
  - carried securely in person or
  - located in a properly locked room within a building or on a passenger vessel; Precious objects in accordance with no. 3.2.1.1 only if they are also kept in a locked container which offers increased security against its unauthorised removal.
- 3.2.3** Valuables in unattended motor vehicles, trailers, motor caravans, caravans, water sports vehicles and tents (see no. 3.4) are not insured.

**3.2.4** Valuables in checked baggage are not insured, unless they are sent from the fixed abode to the dwelling place abroad or back with the entire household effects. However, precious objects (3.2.1.1) in checked baggage remain excluded.

### **3.3 Consumer goods, prostheses**

Insurance cover only exists for the following goods

- during carriage from and to the fixed abode in accordance with no.5.1 and
- in the dwelling/room at the dwelling place abroad, and then only in cases of burglary (5.2.1), fire, explosion, implosion, impact of an aircraft (5.2.6) and *force majeure* (5.2.8):

**3.3.1** Consumer goods such as cosmetics, food-stuffs, stimulants and medicines;

**3.3.2** Contact lenses, visual and hearing aids, prostheses of any type.

### **3.4 Property in motor vehicles, watercraft, motor homes, caravans and tents**

#### **3.4.1 Supervision**

Only the constant presence of the insured person or a confidant appointed by the latter at the article to be secured will be deemed supervision, but not the watching of a place open to general use, port, etc.

#### **3.4.2 Motor vehicles, trailers and watercraft**

**3.4.2.1** Insurance cover for criminal offences committed by third parties in unattended motor vehicles, trailers or watercraft will only exist if the baggage

- is located in a firmly enclosed interior or boot secured by lock or a locked roof baggage container on the motor vehicle or
- a firmly enclosed internal space (cabin, packing case etc.) of the watercraft, secured by a safety lock.

**3.4.2.2** Liability within the scope of the full sum insured will only exist if it can be proved that

- the loss occurred during the day between 06.00 and 22.00 o'clock
- the loss demonstrably occurred during a break of journey not exceeding two hours or
- the motor vehicle/trailer is demonstrably parked in a locked garage - multi-storey or underground car parks available for general use are insufficient.

#### **3.4.3 Motor homes and caravans**

Insurance cover for unattended, parked motor homes and caravans against criminal offences committed by third parties will only exist if the motor home or caravan is secured by a safety lock and protected against inspection from the outside by a screen firmly mounted inside.

#### **3.4.4 Tents**

**3.4.4.1** Insurance cover for baggage losses during camping due to criminal offences committed by third parties only exists on official camp

sites (established by local authorities, associations or private businesses).

**3.4.4.2** Should property be left unattended in a tent, insurance cover for losses due to criminal offences committed by third parties will only exist if the loss demonstrably occurred between 06.00 and 22.00 o'clock and the tent is closed.

## **4 Which property is not insured?**

The following are not insured:

**4.1** Items which are usually only carried or procured during travel for professional purposes such as collections of samples, items or other articles used for the practice of an occupation;

**4.2** Items at trade fairs or exhibitions;

**4.3** Manuscripts, drawings, drafts;

**4.4** Cash, coins, cheques, credit cards, securities, telephone cards, stamps, coupons and vouchers, medals;

**4.5** Tickets, certificates, identity papers and documents of any kind;

**4.6** Items predominantly of artistic value or of interest to collectors (e.g. collections), paintings and antiques (items which are more than 100 years old), tapestries;

**4.7** Land and air vehicles and watercraft (with the exception of those specified under no. 3.1), including hang gliders, paragliders and parachutes, surfboards and windsurfing boards, each including accessories (including trailers, outboard motors and carphones);

**4.8** Keys;

**4.9** Animals (alive or dead/preserved);

**4.10** Furs;

**4.11** Weapons of any type, including accessories;

**4.12** Tools, with the exception of accessories for the sports equipment specified under no. 3.1;

**4.13** Items (e.g. works of art and plants) which may not be acquired, imported or exported under stipulations on endangered species in the Federal Republic of Germany or the destination country;

**4.14** Items which constitute permanent fittings of an apartment, house, garage, etc (e.g. blinds, antenna systems, etc.)

## **5 When and for what does insurance cover exist? (Insured risks and losses)**

Insurance cover exists

### **5.1 for loss, destruction or damage**

while the baggage/household effects is/are in the custody of a carrier, commercial lodging, porter service or left baggage office;

### **5.2 during the remainder of the period of the stay abroad for**

**5.2.1 Burglary;**

- 5.2.2 Robbery;**
- 5.2.3 Theft;**
- 5.2.4 Mischievousness or malice of third parties**  
(deliberate damage to property);
- 5.2.5 Transport accidents or accident suffered by the insured person**
- 5.2.6 The events**
- Conflagration (i.e. a fire which has occurred without a proper origin or which has left its place of origin and spread spontaneously);
  - Explosion, implosion;
  - Impact of an aircraft or parts of its load;
- 5.2.7 Mains water**
- Water, which, contrary to its intended purpose, has escaped from
- incoming/outgoing water utility pipes and their associated fittings and hoses;
  - Hot water/steam heating, air conditioning, heat pump and solar heating systems;
  - Sprinkler or spray systems.
- 5.2.8 Force majeure, i.e.**
- 5.2.8.1 Storm (from gale force 8);
- 5.2.8.2 Hail;
- 5.2.8.3 Lightning:
- Direct lightning strike on the insured property;
  - Short-circuit or excess voltage damage to electrical systems, but only if the lightning strikes the building (including antenna systems) in which the insured property is located directly;
- 5.2.8.4 Flood;
- 5.2.8.5 Landslides;
- 5.2.8.6 Earthquakes;
- 5.2.8.7 Avalanches.

## **6 Which benefits are provided up to which amount?**

### **6.1 Type of benefit**

#### **6.1.1 Compensation will be paid as follows:**

- 6.1.1.1 The replacement value of lost or destroyed property, if the property is demonstrably replaced;
- The amount generally required to procure new property of the same type and quality at the place of residence is deemed to be the replacement value.
- 6.1.1.2 The costs of necessary repair and any permanent loss of value for damaged and repairable goods, but no more than the replacement value;
- 6.1.1.3 The material value only for film, visual, audio and data media.

#### **6.1.2 Uninsured costs**

Only the insured property itself is insured, not consequential costs arising from the insured event, such as the costs of salvage, carriage, storage, security, changing locks or hotel accommodation.

## **6.2 Amount of benefit**

### **6.2.1 Limitation per event insured against and year**

The insurance payment is restricted to the amount specified in the insurance policy

- per individual insured event and
- to each 12 months or other specific period.

### **6.2.2 Limits by item of property**

6.2.2.1 The insurance payment is limited to 10% of the agreed sum insured for each single item of property insured.

Pairs or sets, i.e. items of property which belong together or which complement each other, or which can only be used together or which cannot be complemented individually are also deemed to be a single item.

### **6.2.3 Limits for valuables**

Our payment is limited to 50% of the agreed sum insured.

### **6.2.4 Limits for items in motor vehicles and tents**

Our payment is limited to 20% of the agreed sum insured for baggage per each and every insured event

6.2.4.1 for losses from motor vehicles or trailers, if you cannot demonstrate any of the conditions specified under no.3.4.2.2;

6.2.4.2 from tents.

### **6.2.5 Excess/Payments by third parties**

You have to bear an excess up to the amount stated in the policy for each and every insured event.

Payments by third parties will be deducted from payments made under this contract in accordance with no. 7 of the General Insurance Conditions ACE / Dr. Walter - CDC.

## **7 When does no insurance cover exist? (Exclusions)**

In addition to the exclusions specified in no. 6 of the General Insurance Conditions ACE / Dr. Walter - CDC, no insurance cover exists for losses:

- 7.1** attributable to seizure, confiscation or other official action;
- 7.2** attributable to the elements (with the exception of those specified in no. 5.2.8);
- 7.3** attributable to loss, e.g. left standing, lying, hanging or dropped;.
- 7.4** attributable to acts of war and civil war and civil unrest;
- 7.5** attributable to

- the natural condition or shortcomings in the condition of the insured property;
- wear and tear;
- dents and scratches;
- dyeing and cleaning processes;
- insects or vermin;

Please refer to no. 5 of the General Insurance Conditions ACE / Dr. Walter - CDC for the consequences of breaches of obligation.

**7.5.1** which concern electrical or technical damage to the insured property;

**7.5.2** which concern breakable or brittle items, unless this damage is attributable to fire, explosion or *force majeure*, or is consequent upon a shipping, aircraft or vehicle accident;

**7.5.3** which occur as the consequence of an insured loss (financial loss);

**7.5.4** which are caused by gross negligence on the part of the insured person.

## **8 What must be done if an insured event occurs? (Obligations)**

**8.1** In addition to the obligations in no. 4 of the General Insurance Conditions ACE / Dr. Walter - CDC, you must:

**8.1.1** report losses occurring in the custody of a commercial carrier or lodging to said carrier or lodging within 24 hours. Written confirmation must be submitted to us.

In the case of concealed damage, the commercial carrier must be requested to inspect the loss immediately upon its discovery and confirm it in writing. The respective time-limits for complaints must be observed;

**8.1.2** assert claims for compensation against third parties (e.g. railways, post offices, shipping lines, airlines and hoteliers) in the correct form and in good time, or secure claims or assign them to us;

**8.1.3** complete and return the claim form sent to you to us within 28 days, with an inventory and original invoices for all the insured property insured in accordance with no. 2 at the time of the loss;

**8.1.4** report losses attributable to criminal offences (e.g. burglary, robbery and vandalism) to the responsible police station within 24 hours, submitting a list of all the property lost. The insured person must obtain written confirmation from the police.

**8.1.5** provide written confirmation that the loss occurred during the stay abroad;

**8.1.6** upon request, send us a damaged item, at the expense of the insured person, by registered letter with confirmation of delivery;

**8.1.7** in the case of recovered insured property:

- inform us of the investigation into the whereabouts or recovery of the property immediately;
- refund any compensation paid to us within two weeks or surrender the recovered property and assign title thereto.

## **8.2 Consequences of breach of obligation**