

## Consumer information

### PROTRIP-WORLD

#### General contract information

With the following information, we want to provide you with a first overview of our product PROTRIP-WORLD, which consists of one or more legally independent insurance contracts developed by the LAC Living Abroad Community e. V. and concluded for its members. The following insurance conditions apply for this contract.

Please note, however, that this information is not exhaustive. The full binding content of the contract consists of

- the following insurance conditions:
  - Insurance Conditions PROTRIP-WORLD International Health Insurance of Allianz Partners – AWP Health & Life SA (hereinafter: AVB-PW/PWT);
  - General Liability Insurance Conditions AHB 2008 of Dialog Versicherung AG (hereinafter: AHB 2008);
  - General Accident Insurance Conditions including Additional Conditions of Dialog Versicherung AG (hereinafter: AUB 2008);
  - Expansions of the General Accident Insurance Conditions (AUB) 88 Version 2008 of Dialog Versicherung AG;
  - General Insurance Conditions for the Insurance of Assistance Services (PROTRIP-WORLD Additional Assistance 2014) of Europ Assistance SA, Niederlassung für Deutschland;
  - General Baggage Insurance Conditions AVB Reisegepäck 2008 of Dialog Versicherung AG (hereinafter: AVB Reisegepäck 2008);
  - Special Conditions for Personal Liability, Baggage and Accident Insurance of Dialog Versicherung AG PROTRIP-WORLD 2014 (hereinafter: Special Conditions PROTRIP-WORLD);
- certificate of enrollment (considered as insurance certificate);
- other written agreements (where applicable);
- your membership application form.

#### 1. Type of insurance contracts

PROTRIP-WORLD consists of a travel health insurance and optionally an additional combination of travel liability (Comfort- or Plus-Cover), travel accident, baggage and assistance insurance for international students and doctoral students, language and exchange students, interns, travellers, au pairs, volunteers as well as high school and Work and Travel participants who want to stay abroad for one to two years.

PROTRIP-WORLD is a group contract consisting of legally independent insurance contracts that provide insurance cover for members of the LAC Living Abroad Community e. V. (LAC) and participants of affiliated partner companies and organizations.

By participating in this contract, you will receive a certificate of enrollment with details on the insured persons and the insured range of services.

The product PROTRIP-WORLD is exclusively offered and managed by DR-WALTER GmbH (DR-WALTER) or its distribution partners.

#### 2. Insurance cover

This document provides an overview on the most important benefits. For detailed conditions and exclusions of benefits, please refer to the insurance conditions.

PROTRIP-WORLD	
<b>International Health Insurance</b>	<b>Maximum amount unlimited</b>
Inpatient and outpatient treatments, including operations	✓
Medicine, remedies and dressing material	✓
Dental treatment for pain relief and simple fillings as well as repair of existing dentures and dental prostheses per case up to	€ 500
Medically necessary dental treatment as a result of an accident up to	€ 1,000
Outpatient initial treatment of mental illnesses up to	€ 1,500
Inpatient emergency treatment of first-time mental or emotional disorders up to	€ 20,000
Transport costs to the nearest hospital (e. g. with ambulance vehicles)	✓
Return transport to the insured person's place of residence in his / her home country	✓
Transport of the insured person's mortal remains	✓
<b>General deductible per insured event – optionally –</b>	<b>€ 0 / € 50</b>
<b>Deductible for trips to the US only: in case of treatment in an emergency room; not applicable if medically necessary or in case of a resulting inpatient stay</b>	<b>€ 250</b>
90 days extension of insurance cover in case of extended stay abroad for medical reasons	✓
Home country cover in case of an interruption of the stay abroad	✓
<b>Accident Insurance – if agreed –</b>	
Accidental death benefit	€ 10,000
Disability benefit	€ 30,000
Disability classification	350 %
Benefit in case of 100 % accidental disability	€ 105,000
Rescue costs	€ 25,000
Plastic surgery as a result of an accident	€ 10,000
<b>Assistance Insurance – if agreed –</b>	
Assistance in case of loss of means of payment	✓
Assistance in case of loss of documents	✓
Assistance in case of criminal prosecution	✓
Return trip in case of an emergency	✓
Arrival of a person in a position of trust in case of an emergency per insured event up to a maximum amount of	€ 4,000
<b>Baggage Insurance – if agreed –</b>	
Sum insured	€ 2,000
The policy includes damage to furs, jewelry, objects made of precious metals, laptops, photographic and film equipment and portable video systems, including their accessories. For the aforementioned objects, the liability for damages per insured event is limited to	a maximum of 50 % of the sum insured
Deductible for damage to baggage per insured event	€ 50
<b>Liability Insurance Comfort – if agreed –</b>	
Personal liability insurance including "professional" liability insurance for au pairs with a lump sum for personal injury and property damage up to	€ 1,000,000
Property damage to host family's immovable property up to	€ 1,000,000*
Damage to rented property covered by the policy up to	€ 100,000*
Liability loss caused during activities as an intern up to	€ 10,000*
Deductible in case of liability loss per insured event	€ 100

<b>Liability Insurance Plus – if agreed –</b>	
Lump sum for personal injury, property damage and financial loss up to	€ 5,000,000
Damages occurring during internships, which are part of university studies or an Erasmus Plus program	✓
Damages occurring during internships, which are not part of university studies or an Erasmus Plus program	€ 10,000* with a deductible of € 100
Volunteering	✓
Damage to the host family's property	✓
Damage to rented property	€ 1,000,000*
Third-party liability insurance for keepers of a trained guide dog, provided that the insured person is in possession of a pass for the severely handicapped (stamped "BI")	✓
Occasional minding of a third party's dog, where this is done as a favor	✓
Occasional use of motor-assisted boats belonging to third parties with an engine power of up to 55 kW (75 HP)	✓
Use of motor vehicles with a maximum design speed of 6 km/h (e.g. invalid cars, children's cars)	✓
Use of trailers, provided they are not subject to compulsory insurance coverage and are not attached to a motor vehicle	✓
Use of self-propelled machinery with a maximum design speed of 20 km/h (e.g. lawn mowers, snow-clearing equipment)	✓
Use of motor vehicles and trailers not subject to compulsory insurance coverage when on non-public ways or areas	✓
Loss or damage occurring in a foreign country within Europe	Unlimited stay
Loss or damage occurring in a foreign country outside Europe	Stay of up to 60 months
Bail payment in the case of loss or damage occurring in a foreign country	€ 25,000*
WHG residual risk and WHG plant cover for small containers (individual capacity of up to 60 liters) up to a total max. capacity of 1,000 liters. Insurance cover no longer applies if these limits are exceeded.	✓
Loss of private and business keys belonging to third parties	€ 30,000*
Damage to property arising from an act of favor	€ 10,000*
Bad debt losses	✓
Damage arising from data exchange and use of the Internet	€ 1,000,000*
Limit of indemnity in the case of violation of naming or personality rights	€ 200,000*

\* Submit within the basic sum insured

### 3. Benefit exclusions

There is no liability to pay

• **in health insurance for:**

- Costs for the medical treatment of illness, ailments and physical malformation as well as the consequences thereof, which have been medically treated or for which the insured person has sought medical advice within the last six months prior to commencement of insurance coverage;
- withdrawal and weaning treatments;
- treatments or rehabilitation measures at a health resort or sanitarium;
- dentures including dental crowns (except for simple repair), inlays and onlays as well as orthodontics and prophylaxis (for details see article 4 AVB-PW/PWT);

• **in liability insurance for:**

- damage to leased, rented or borrowed equipment;
  - damages as a result of keeping or operating motor vehicles;
  - intentionally caused damages;
- (for details see clause 7 AHB 2008);

• **in accident insurance for:**

- intentionally caused insured events and damages as a result of an intentional criminal act;
- accidents caused directly or indirectly by nuclear power;
- accidents caused by mental illness or cognitive disorders;
- accidents directly or indirectly caused by foreseeable acts of war (for details see § 2 AUB 2008);

• **in assistance insurance:**

- the following benefits: return journey in case of an emergency and arrival of a person in a position of trust in an emergency in case of chronic mental illness, also if said illness occurs in phases, and in case of addiction;
- insofar as the illness is a psychological reaction to war, unrest, an act of terror, a plane crash or the fear of war, unrest or acts of terror;
- in case of mental illnesses, also if they occur in phases, and in case of addiction (for details see VI PROTRIP-WORLD Additional Assistance 2014);

• **in baggage insurance for:**

- damages caused by the natural or defective condition of the insured equipment, wear and tear;
- damages caused directly or indirectly by nuclear power;
- damages directly or indirectly caused by foreseeable acts of war;
- damages caused by confiscation, deprivation of possession or other acts of authorities (for details see clause 3.3 Excluded risks and damages AVB Reisegepäck 2008).

#### 4. Obligations at the conclusion of the contract

You are not required to fulfill any pre-contractual duties of disclosure. Please fill out the application form correctly and in full so that we can properly assess and process your application. Incorrect information can result in full or partial loss of insurance cover.

For details, see the insurance conditions.

#### 5. Obligations during the contract period

During the contract period, you have no specific obligations to meet (except for payment of the premium). Please inform us immediately about any changes in the duration of your stay. For details, see the insurance conditions.

#### 6. Obligations in the event of a claim

We depend on the cooperation of the insured persons for quick and easy processing of any claims.

**With regard to health insurance, it might be necessary in individual cases that the insured person:**

- keeps the damage as low as possible and avoids unnecessary costs,
- report the damage immediately, explain the extent of the damage and provide any relevant information;
- releases the treating physicians from their physician-patient privilege so that we can gather the necessary information,
- is diagnosed by a physician of our choice,
- provides proof for start and end of the trip abroad.

**Claims in liability, accident, assistance and baggage insurance**

- need to be immediately reported to us by you. In addition, you have to meet further obligations that can help to clarify the claim or reduce the damage.

Failure to comply with obligations can result in full or partial loss of insurance cover. For details, see the insurance conditions.

#### 7. Start of insurance cover

The membership is purchased for an agreed period. Insurance cover starts – subject to statutory rights to revoke – at the date stipulated in the certificate of enrollment, but

- not until payment of the premium and
- not prior to the start of the stay abroad.

Insured events that occurred prior to the start of the insurance cover are not covered. For details, see the insurance conditions.

Should the application for insurance be submitted after border crossing, the waiting period for medical claims will be 14 days from the issue date of the insurance confirmation. The waiting period does not apply in case of an accident or medical help aiming to prevent acute danger to the insured person's life. The waiting period can be waived if the insurance is purchased immediately subsequent to a prior insurance. In this case, please hand in a copy of your prior

insurance.

In the event of an extension of the stay, the originally agreed duration of the contract can only be extended if the application for extension was submitted to the insurer before the original insurance contract expired. If the application for extension is accepted, insurance cover will only be provided for those insured events which have newly occurred after the application (date and time of postmark). For the complaints and illnesses existing at the time of the application for an extension, insurance cover only exists until the originally agreed expiry of the contract.

#### **8. Premium / premium payment / administration fee**

The monthly premium consists of the membership fee of the LAC, the health insurance contribution and optionally an additional combination of liability/accident insurance, assistance insurance and luggage insurance premium. Sections 37, 38 VVG apply analogously to the payment of contributions (see excerpts from the law).

(1) The premium is indicated in the application and when the contract is concluded and is shown in the insurance confirmation and the premium invoice.

(2) The premium is a single premium and is due for the entire duration of insurance upon conclusion of the insurance contract. If the period of insurance exceeds one month, payment of the premium may be agreed in equal monthly instalments, each of which is deemed to be deferred until the premium instalment is due. The premium instalments are due on the first of each month. If the policyholder defaults on the payment of an instalment of premium, the deferred premium instalments are due immediately.

(3) If the stay is terminated prematurely, the unused premium can be refunded. The policyholder must submit a corresponding written application with proof of early return within one week of return. The insurance can be terminated at the earliest on the date of this application. The date of the postmark is valid. Retroactive termination is not possible.

#### **9. Contract cancellation**

Insurance cover automatically ends at the expiry of the contract period stipulated in the certificate of enrollment. The membership can be ended in advance in case of early cancellation of the stay abroad by the insured person. For details, see the insurance conditions.

---

## **Customer information**

The product PROTRIP-WORLD is a travel health insurance and optionally an additional combination of travel liability, travel accident, baggage and assistance insurance exclusively offered and managed by DR-WALTER GmbH or its distribution partners. We, DR-WALTER GmbH, want to provide you as our customer with the following comprehensive information about the involved insurance companies and the underlying insurance policies:

### **1. Insurers**

To offer you this insurance policy, DR-WALTER GmbH has teamed up with carefully selected and renowned insurance companies:

#### **Health insurance is provided by:**

Allianz Partners – AWP Health & Life SA

Eurosquare 2, 7 Rue Dora Maar

93400 Saint-Ouen, France

Court: Registre du Commerce et des Sociétés, Bobigny Number: 401 154 679

#### **Accident, liability and baggage insurance is provided by:**

Dialog Versicherung AG

Adenauerring 7

81731 Munich, Germany

Headquarters: Munich

Registration Court: District Court Munich, HRB 234855

#### **Assistance insurance is provided by:**

Europ Assistance SA, Niederlassung für Deutschland

Adenauerring 9

81737 Munich, Germany

Managing Director: Vincenzo Reina

Registration Court Munich, HRB 61 405

Head office:

Europ Assistance SA (French stock corporation)

2 rue Pillet Will

75009 Paris, Frankreich

Registration Court: Nanterre: Nr. 451 366 405 RCS

Chief Executive Officer (Directeur Général): Antoine Parisi

#### **The contract and service management is carried out by:**

DR-WALTER GmbH

Eisenerzstr. 34

53819 Neunkirchen-Seelscheid, Germany

Head office: Neunkirchen-Seelscheid

Registration Court: District Court Siegburg, HRB 4701

DR-WALTER GmbH acts as an insurance agent for one or multiple clients in accordance with § 34d par. 1 Industrial Code.

The competent authority is IHK Bonn / Rhein-Sieg, Bonner Talweg 17, 53113 Bonn, T +49 228 2284 0, F +49 228 2284 170, [info@bonn.ihk.de](mailto:info@bonn.ihk.de), [www.ihk-bonn.de](http://www.ihk-bonn.de).

DR-WALTER GmbH is registered in the register of insurance intermediaries under the number D-QAMW-L7N-VQ-57. You can verify this information at any time with the registration body: Deutscher Industrie- und Handelskammertag e. V. (DIHK), Breite Strasse 29, 10178 Berlin, T 0180-600-585-0, <https://www.vermittlerregister.info>.

DR-WALTER GmbH has a direct interest of 100 % in the voting rights of DR-WALTER Versicherungsmakler GmbH. No insurance company or parent company of an insurance company has a direct or indirect interest of more than 10 % in voting rights or capital of DR-WALTER GmbH.

### **2. Applicable law / Place of jurisdiction**

Unless otherwise stipulated, the contract is governed by German law.

Both German law and place of jurisdiction apply for all contractual arrangements affecting PROTRIP-WORLD in general, the LAC membership and contract management by DR-WALTER GmbH.

German law and place of jurisdiction apply for the insurance cover provided within accident, liability, baggage and assistance insurance. Whereas in the event of a dispute, French law and place of jurisdiction apply for the insurance cover provided within the international health insurance policy of Allianz France.

### **3. Languages**

Our correspondence with you will be both in English and German.

### **4. Appeal proceedings**

In the event of a disagreement, please contact DR-WALTER GmbH. Our contact data are:

DR-WALTER GmbH

Eisenerzstrasse 34

53819 Neunkirchen-Seelscheid, Germany

T +49 22 47 91 94 -0

F +49 22 47 91 94 -40

E-mail: [beschwerde@dr-walter.com](mailto:beschwerde@dr-walter.com)

We will try to find a mutually acceptable solution as quickly as possible. If we do not succeed in this endeavor, you can also contact an extra-judicial arbitrator:

**For complaints that affect international health insurance, please send a letter or e-mail to**

**Allianz Partners – AWP Health & Life SA – Relations Clients**

Relations Clients

Eurosquare 2, 7 Rue Dora Maar

93400 Saint-Ouen, France

E-mail: [client.care@allianzworldwidecare.com](mailto:client.care@allianzworldwidecare.com)

AWP Health & Life SA is a signatory to the mediation charter of the French Federation of Insurance Companies. Therefore, in the event of a persistent and definitive disagreement, the Policyholder and/or Covered Person have the option, after exhausting all other possible amicable remedies, to opt for the Mediator

of the French Federation of Insurance Companies, without prejudice to other possible legal action, who can be contacted at the following address:

**La Médiation de l'Assurance**

TSA 50 110

75 441 Paris Cedex 09

<https://www.mediation-assurance.org/>

**For complaints that do not affect health insurance, please contact  
Versicherungsombudsmann e. V. (ombudsman for insurance matters)**

Postfach 080632

10006 Berlin, Germany

T 0800 3 696 000 (free telephone number from the German telephone network)

T +49 30 206058 99 (from abroad)

F 0800 3 699 000 (free telephone number from the German telephone network)

F +49 30 206058 98 (from abroad)

E-mail: [beschwerde@versicherungsombudsmann.de](mailto:beschwerde@versicherungsombudsmann.de)

For more information, go to: [www.versicherungsombudsmann.de](http://www.versicherungsombudsmann.de)

This ombudsman is both responsible for extra-judicial arbitration in the event of a dispute arising from insurance contracts with consumers and between insurance brokers and policyholders. The policyholder's right to take legal action shall remain unaffected hereby.

**Conciliation body of the European Commission**

Consumers who have concluded their contract online (e.g. via a website) can also submit their complaint online contact the platform <http://ec.europa.eu/consumers/odr/>. Your complaint will then be sent to the ombudsman via this platform forwarded.

**In addition, you can file a complaint with**

**Bundesanstalt für Finanzdienstleistungsaufsicht (Federal Financial Supervisory Authority)**

Graurheindorfer Strasse 108

53117 Bonn, Germany

F +49 228 4108 1550

E-mail: [poststelle@bafin.de](mailto:poststelle@bafin.de)

## **5. Information on the right of revocation according to Section 8 (2) number 2 Insurance Contract Act**

### **Section 1**

Right to revoke, consequences of revocation and special notes

Right of revocation

You can revoke your contractual declaration in writing (e.g., letter, fax, email) without giving reasons within 14 days after conclusion of the contract.

Your revocation period starts after you have received

- the insurance policy,
- the policy provisions, including the General Insurance Conditions applicable to the contractual relationship, which in turn include the tariff provisions,
- this information sheet,
- the fact sheet about the insurance products,
- and the other information listed in section 2

in each case in writing.

Timely sending of the revocation statement is sufficient for complying with the revocation period. Please send your revocation to:

**Allianz Partners – AWP Health & Life SA, Dialog Versicherung AG, Europ Assistance SA – Niederlassung für Deutschland, c/o DR-WALTER GmbH, Eisenerzstraße 34, 53819 Neunkirchen-Seelscheid**

If you wish to send your revocation by fax, please send it to the following fax number: +49 22 47 91 94-40

If you wish to send your revocation by email, please send it to the following email address: [vertrag@dr-walter.com](mailto:vertrag@dr-walter.com)

### **Consequences of revocation**

In the event of an effective revocation, the insurance coverage shall end and the insurer shall reimburse you for the portion of the premiums attributable to the period after receipt of the revocation if you have agreed that the insurance coverage shall commence before the end of the revocation period. In this case, the insurer may retain the part of the premiums attributable to the period up to the receipt of the revocation; this is an amount equal to the number of days during which insurance coverage existed multiplied by 1/365 of the annual premium. The insurer shall reimburse any amounts to be repaid without delay, no later than 30 days after receipt of the revocation.

If insurance coverage does not commence before the end of the revocation period, the effective revocation shall result in any benefits received being returned and any benefits derived (e.g., interest) being reimbursed. If you have effectively exercised your right of revocation with regard to the insurance contract, you shall also no longer be bound by any contract related to the insurance contract. A related contract exists if it is related to the revoked contract and concerns a service provided by the insurer or a third party on the basis of an agreement between the third party and the insurer. A contractual penalty may neither be agreed upon nor demanded.

### **Special notes**

Your right of revocation expires if the contract has been completely fulfilled by both you and the insurer at your express request before you have exercised your right of revocation.

### **Section 2**

Further information required for the start of the deadline

With regard to the further information referred to in section 1 sentence 2, the information requirements are detailed below:

#### **Subsection 1**

Information requirements for all classes of insurance

The insurer is required to provide you with the following information:

1. the identity of the insurer and of the branch, if any, through which the contract is to be concluded; the commercial register in which the legal entity is registered and the corresponding registration number must also be provided;
2. the address for service of the insurer and any other address relevant to the business relationship between the insurer and you, in the case of legal persons, associations of persons or groups of persons also the name of an authorized representative; insofar as the notification is made by transmitting the contractual provisions including the General Insurance Conditions, the information shall be provided in a prominent and clearly designed form;
3. the insurer's principal business activity;
4. information on the existence of a guarantee fund or other compensation arrangements; the name and address of the guarantee fund must be provided;
5. the essential features of the insurance benefit, in particular information on the type, scope and due date of the insurer's benefit;
6. the total price of the insurance, including all taxes and other price components, with the premiums shown individually if the insurance relationship is to comprise several independent insurance contracts, or, if an exact price cannot be stated, information on the basis of its calculation, enabling you to verify the price;
7. details regarding payment and fulfillment, in particular the method of payment of premiums;
8. the time limit of the validity of the information provided, for example, the validity period of limited offers, especially with regard to the price;
9. information on how the contract was drafted, in particular on the start of the insurance and the insurance coverage, as well as the duration of the period during which the applicant is to be bound by the application;
10. the existence or non-existence of a right of revocation as well as the conditions, details of the exercise, in particular the name and address of the person to whom the revocation is to be declared, and the legal consequences of the revocation, including information on the amount you may have to pay in the event of revocation; insofar as the notification is made by transmitting the contractual provisions, including the General Insurance Conditions, the information shall be provided in a prominent and clearly designed form;
11. a) information on the contract period;  
b) information on the minimum term of the contract;
12. information on the termination of the contract, in particular on the contractual terms of termination including any contractual penalties; if the notification is made by transmitting the contractual provisions including the General Insurance Conditions, the information shall be provided in a prominent and clearly designed form;
13. the member states of the European Union whose law the insurer uses as a basis for establishing relations with you before concluding the insurance contract;
14. the law applicable to the contract;
15. the languages in which the terms and conditions of the contract and the advance information referred to in this subsection will be communicated and the languages in which the insurer undertakes, with your consent, to communicate during the term of this contract;
16. possible access for you to an extrajudicial complaint and appeal procedure and, if applicable, the conditions for such access; it must be expressly stated that this does not affect the possibility for you to take legal action;
17. name and address of the competent supervisory authority and the possibility of lodging a complaint with this supervisory authority.

**End of information on the right of revocation**

---

## **Definition of terms**

The words and terms listed below and used in this product information have the following meanings:

- **Abroad / foreign country /-ies**

Abroad / foreign country /-ies means all countries except the country where the insured person has his / her permanent residence or had his / her permanent residence prior to the insured stay.

- **Acts of authorities**

Acts of authorities are measures taken by governments (e. g. confiscation of exotic souvenirs by customs authorities or refusal of entry due to missing necessary documents).

- **Chronic illnesses**

A chronic illness occurs when the insured person undergoes regular medical or psychotherapeutic treatment for at least a year due to an underlying illness. Chronic illnesses include illnesses that occur in phases.

- **Start of the journey**

The journey starts when the insured person leaves his / her home.

- **Country of stay**

Country of stay is the foreign country where the insured person temporarily stays, for example to study, to work as an au pair or intern, to visit school or take part in a Work and Travel program.

- **Home country**

Home country is the country where the insured person has his / her permanent residence or had his / her permanent residence prior to the insured stay.

- **Home leave**

Home leave is the interruption of the stay abroad for reasons of a temporary visit / vacation in the home country.

- **Host country**

Host country means all countries worldwide except the country where the insured person has his / her permanent residence or had his / her permanent residence prior to the insured stay.

- **Host family**

The host family includes one or more natural persons who are responsible for the provision of accommodation, livelihood and general care during the insured stay.

- **Immediately**

Without undue delay.

- **Insured persons**

Insured persons are the persons mentioned by name in the insurance certificate or the group of people described in the insurance certificate who are covered by the insurance policy.

- **Insured stay**

Insurance cover is provided for the period mentioned in the insurance certificate. Insurance cover should always be purchased for the entire stay abroad and thereby include the entire outward and return journey to the country of stay or the home country.

- **LAC**

LAC stands for LAC Living Abroad Community e. V. The LAC is an association that looks after the interests of people living abroad and provides them with information and services. Among these services is the framework agreement PROTRIP-WORLD that LAC concluded as the policyholder, thereby providing insurance cover for its members during their stay abroad.

- **Medically necessary / medically necessary treatment**

1. Treatments and diagnostic procedures are only covered if they are used for diagnostic, curative and / or palliative purposes, are medically necessary or appropriate. It is required that they are carried out by a legally accredited physician, dentist or other therapist. Claims / costs are only paid / reimbursed if the medical diagnosis and / or prescribed treatment is consistent with generally accepted medical practice. Treatments that the insured person undergoes against medical advice are not deemed to be medically necessary.

2. Medical services or healthcare are only deemed to be medically necessary and appropriate, if

- a) they are necessary in order to diagnose or treat the condition, illness or injury of a patient;
- b) ailments, diagnosis and treatment are consistent with the underlying illness;
- c) they are the most appropriate kind and level of healthcare; and
- d) if they are only carried out for an appropriate treatment duration.

- **Acts of God**

Acts of God are: explosions, storm, hail, lightning, floods, avalanches, volcanic eruptions, earthquakes, landslides.

- **Policyholder**

Policyholder is the association LAC Living Abroad Community e. V. for its members as well as for companies and organizations that cover stays abroad of their members through LAC.

- **Relatives**

Relatives are spouses or life partners with whom the insured person has lived in cohabitation prior to the start of the insured stay, children, parents, adoptive children, adoptive parents, stepchildren, stepparents, grandparents, siblings, grandchildren, parents-in-law, children-in-law, brothers-in-law and sisters-in-law.

- **Journey / trip Journey / trip**

Within the meaning of this product information are all journeys undertaken during the insured stay if the distance between the whereabouts in the host country and the destination of the journey is more than 50 kilometers.

---

## Insurance Conditions PROTRIP-WORLD International Health Insurance (AVB-PW/PWT) of Allianz Partners – AWP Health & Life SA

### Introduction

The association known as „Living Abroad Community (LAC)“ has taken out with Allianz Partners a Health Plan on behalf of one of its members. The purpose of such plan is to provide the members with the reimbursements complementary to the benefits in kind paid by the European Health Insurance Card.

### Title I – Medical coverage

The guarantees granted to each Beneficiary including amounts and maximum limitations are provided in the Table of Benefit hereafter.

The benefits consist in covering the medical expenses incurred by the Covered Person.

Medical care to be covered must be recognised by the local medical authorities and provided by authorised practitioners (in compliance with the laws, regulations or other reasonable and customary relating to the practice of this profession in the country concerned).

### Article 1 – Coverage beneficiaries

The covered persons alone.

### Article 2 – Benefits

The guarantees granted to each Beneficiary including amounts and maximum limitations are provided in the Table of Benefit hereafter.

The benefits consist in covering the medical expenses incurred by the Covered Person.

Medical care to be covered must be recognised by the local medical authorities and provided by authorised practitioners (in compliance with the laws, regulations or other reasonable and customary relating to the practice of this profession in the country concerned).

### 2.1 Cover provided

1. In the event of illnesses, which occur in acute form, and accidents abroad, the insurer will pay the costs of

- a) medical treatment;
- b) medical transport;
- c) repatriation of the deceased person in the event of death.

2. Trips outside the rating area during the insured stay are covered up to a maximum of 42 days. Where travel is interrupted, home holidays are covered up to 6 weeks. Several home holidays are also possible as long as the overall duration does not exceed 6 weeks. Insurance is provided during home holidays only for the costs resulting from an accident or an emergency illness (as these terms are defined) if the treatment was practised by a general or specialized practitioner or the hospitalization was a necessity owing to the emergency and took place within twenty-four hours.

In all other cases, after express approval by the insurer.

## 2.2 Medical treatment

1. The insurer will pay the costs of medical treatment required, which is performed or ordered by doctors. This includes in particular

- a) in-patient treatment in hospital including operations;
- b) out-patient treatment;
- c) drugs, medicines and bandages;
- d) out-patient first-response medical care of psychological illnesses up to a total of €1,500;
- e) in-patient emergency medical treatment for mental and psychological disorders occurring for the first time, up to a total of €20,000.
- f) aids (e.g. aids for walking, rental of a wheelchair), if they are required for the first time on account of an accident or an illness during the insured stay.

## 2. Dental treatment

a) The insurer will reimburse the costs for dental treatment for the relief of pain, including simple or temporary fillings and repairs to restore the function of dentures and replacement teeth up to a total sum of €500 for each insured event.

b) If dental treatment is medically necessary as a result of an accident which the insured person has suffered during the insured stay, the insurer will pay the costs up to a total of €1,000 for each insured event. An accident is deemed to have occurred if the insured person suffers involuntary damage to his/her health as a result of an event which suddenly impinges on his/her body from outside.

3. If the insured person is not medically transportable at the time of insurance expiry, the necessary medical costs will be covered until the insured person is medically transportable.

## 4. Telephone costs

Telephone costs to make contact with the Emergency Call Center of the insurer will be paid up to €25 for each insured event.

## 2.3 Pregnancy/Labor

1. In the event of pregnancy occurring during the insured stay, the insurer will pay the costs for

- a) antenatal checkups up to and including the 12th week of pregnancy;
- b) two ultrasound examinations, unless further scans are medically necessary on account of special circumstances;
- c) treatment for complications during pregnancy;
- d) out-patient or in-patient labor. Additional costs for a Caesarean operation are also eligible for repayment, provided it is medically necessary;
- e) medically necessary termination of pregnancy;
- f) birth assistants and midwives;
- g) postnatal care of the mother and the newborn. The payments for newborns are limited to €50,000.

2. If the pregnancy had already arisen before the commencement of the insured stay, the insurance cover is restricted to acute and unforeseeable deterioration in the health of the mother and/or child.

## 2.4 Medical transport/Repatriation

The insurer will pay the costs for

- a) medically necessary transport abroad for hospitalization or initial outpatient treatment in a hospital; transport must be provided by a recognized emergency medical service;
- b) medically effective and reasonable evacuation of the insured person to his/her place of residence in the home country or to a suitable hospital nearest to his/her place of residence. In the case of trips, the insurer will also pay the costs for medically effective and reasonable evacuation to the place of stay in the country of stay or to a suitable hospital nearest to his/her place of stay in the country of stay;
- c) repatriation of mortal remains of the insured person to the place of residence prior to the trip or, optionally, burial abroad up to the amount of the repatriation costs.

## 2.5 Claims for medical costs

The medical costs claim form is provided by the insurer and must be submitted to it with the relevant supporting documents.

No copy, photocopy or duplicate of invoice is accepted.

The insurer may request, when relevant, any further document necessary for the application of the coverage.

The covered person shall be liable for any information provided by him/her which appear to be false, forged or exaggerated or any fraudulent or deceitful action by them; all undue payments paid by the insurer on the basis of these incorrect data shall be recovered.

## 2.6 Benefits amount

The reimbursements of medical costs are paid in Euro up to the maximum amounts stated below in the coverage table, per covered person, per civil year and up to the limit of the actual costs.

The benefits amount is calculated for each reasonable and customary cost item and according to the terms of this policy.

The reasonableness and customariness are assessed according to the medical practise which prevails in the country where the care is provided (treatment type, care and medical equipment quality, geographical area and country) and are subject to coding and rating standards of the medical procedures and treatments referenced or nomenclatured in each country.

The unreasonableness and uncustomariness may lead to a refusal of reimbursement for the medical costs or a limitation of the reimbursement amount.

## 2.7 Limitation to actual costs

Pursuant to Article 9 of the Act no. 89-1009 of August 30, 1990, and the Decree no. 90-769 of August 30, 1990, the reimbursements or compensations of the costs incurred by an illness, maternity or accident shall not exceed the amount of the costs remaining payable by the covered person after the payment of the benefits of any type he/she is entitled to.

Benefits of the same type taken out with several insuring bodies shall be enforceable up to the limit of each benefit, whatever the date it has been taken out. Within this limit, the policy beneficiary may obtain an additional compensation by submitting the breakdown of benefit(s) paid by the other insuring body(ies). For the purpose of the aforementioned provisions, the limitation to the costs remaining payable by the covered person is determined by the insurer for each medical procedure or cost item.

## Article 3 – Excluded risks related to medical coverage

Any costs incurred by the following events are not covered by the insurer:

- a claim arising directly or indirectly from the decay of an atomic nucleus,
- the consequences of a civil or non-civil war, an insurrection, a riot, an attack, a commotion or an act of terrorism, whatever the place these events take place and their protagonists, except if the covered person does not take an active part in such event or if he / she is called upon to perform a maintenance or monitoring mission in order to ensure the security of people and goods for the Policyholder Association.

The insurer reserves the possibility of modifying the coverage for one or several specific territories, subject to a 15-days prior notice to the Policyholder Association. This one may refuse this modification and terminate the policy by sending the insurer a registered letter with acknowledgement of receipt within 30 days from the date of receipt of the endorsement submitted by the insurer. The termination shall take effect on the first day of the calendar quarter following the refusal notification.

The Policyholder Association shall inform the member of the termination.

## Article 4 – Excluded benefits related to medical coverage

The following benefits are not covered by the present contract, unless otherwise stipulated or to the exclusion of the benefits specified as being covered in the Table of Benefits hereunder:

- costs for the medical treatment of illness, ailments and physical malformation as well as the consequences thereof, which have been medically treated or for which the insured person has sought medical advice within the last six months prior to commencement of insurance coverage;
- medical treatment and other measures ordered by a doctor where the insured person was aware when starting the insured stay that, if the insured stay took place as planned, the treatment would have to be given for medical reasons (e. g. dialysis);
- costs for the medical treatment and other medically prescribed measures as well as medical transport, rescue and recovery measures relating to the exercise of the following sports: motor cycle and car racing, including the training related hereto, parachuting, paragliding, bungee jumping, base-jumping, mountaineering (as long as special climbing equipment is required), free climbing, sport diving and scuba diving;
- costs for any preventive treatment, vaccination, health check-up, as well as screenings;
- procurement and repair of heart pacemakers, prostheses, aids to sight and hearing aids;
- costs of accident or illness caused by mental illness or impaired consciousness, if this is a result of the consumption of alcohol, drugs, intoxicants or sedatives, sleeping tablets or other narcotic substances;
- acupuncture, fango and massages;
- need for care or safe-keeping;
- outpatient consultations of psychotherapy, psychoanalysis, hypnosis and the relevant treatments, if not covered under aforementioned details of benefits;
- payments for pregnancy and labor, if the pregnancy had already arisen before the commencement of the insured stay, unless there is an acute and unforeseeable deterioration in the health of the mother and/or child;
- medical examinations, studies, treatments, consultations and complications relating to sterility, sterilization, sexual dysfunctions, contraception including insertion or removal of contraceptive devices, induced termination of pregnancy, except in the case of medically necessary interruption of pregnancy performed in compliance with local legislation;
- treatments provided outside the geographical area of the coverage as set out in the Special Conditions, except as provided for in Article 7;
- any form of experimental or uncontrolled treatment which does not follow customary or traditional, commonly accepted medical practices, unless the Insurer

has given its specific consent, and any form of treatment which is not recognized by the medical authorities where the treatment took place, or in the country of origin of the covered person;

- ancillary or „comfort“ costs in case of hospitalization (telephone, television, hotel, Internet);
- medical cares or treatments for drug addiction or alcoholism;
- disintoxication treatments;
- any surgery or treatment relating to a gender reassignment;
- sterility, diagnostics, treatments or complications arising from sterilization, sexual dysfunction and contraception, including the introduction or extraction of contraceptives and any other method of contraception, even if prescribed;
- any elective/voluntary surgery and/or plastic/aesthetic surgery;
- aesthetic treatments and consultations, rejuvenation cures, slimming cures;
- thermal cures;
- transportation and accommodation costs relating to thermal cures;
- medical costs relating to health or wellness treatments, e.g. thalassotherapy or ayurveda, and stays and health courses in therapy or fitness centres, even if this is medically prescribed;
- medical costs relating to a stay in a rest home or a convalescent home, except if this stay results from an hospitalization or a severe surgery assessed by the insurer;
- consultations, treatments and complications relating to hair loss or hair transplantation, unless this treatment results from a hair loss caused by a serious illness;
- treatments to modify the refraction of an eye or both eyes (laser eye correction), including refractive keratotomy (RK) and photorefractive keratotomy (PRK),
- non-prescription medicines and non-prescribed para-pharmacy.

**Article 5 – Forfeiture of the right to a benefit**

The Covered Person is deprived of all rights to the benefits of a claim in the event the Covered Person voluntarily makes a false declaration about that claim including the date, nature, causes, circumstances and/or consequences and/or amount of the loss.

The forfeiture of this right also applies in the event the Covered Person knowingly uses inaccurate documents as supporting documents for that claim.

**Title II – Medical emergency assistance coverage**

It is agreed that the insurer delegates the execution of the following assistance services to DR-WALTER GmbH as specified in the administrative agreement.

**Cover provided**

The insurer will provide 24-hour assistance services through its Emergency Call Center in the event of the insured person suffering any of the following medical emergencies during the insured stay.

The Medical Emergency Assistance is also applicable for trips during the insured stay up to a maximum of 42 days, but not during home holidays.

**Illness / Accident**

**1. Information about medical care**

The insurer will, on request, provide information before and after the start of the insured stay on the options for care of the insured person by a doctor. Where possible, it will appoint a German-speaking or English-speaking doctor.

**2. Hospitalization**

Where the insured person is treated as an in-patient in a hospital, the insurer will provide the following services:

- a) Care Through a doctor appointed by the insurer, contact will be established with the hospital doctors giving treatment and, where required, with the insured person's doctor at home and will ensure information is passed between the doctors involved. The insurer will, on request, ensure that relatives of the insured person are informed.
- b) Hospital visit If hospitalization looks likely to last for more than five days, the insurer will organize the outward journey for a person close to the insured person to the place of hospitalization and from there the return journey back to his / her place of residence. The insurer will pay the costs of the means of transport. Should the insured person require accommodation in the vicinity of the hospital or the place of the funeral, the insurer will arrange same and bear accommodation costs of up to € 70 per day for a maximum of seven days.
- c) Cost payment guarantee / settlement The insurer will give the hospital a guarantee to pay costs up to € 15,000. In the name of and at the request of the insured person, it will settle with the bodies responsible for bearing the costs of treatment. Any sums paid by the insurer that are not borne by the responsible insurance companies must be paid back to the insurer by the insured person within one month of the account being rendered.

**3. Medical evacuation**

The insurer will organize the medically effective and reasonable evacuation of the insured person to his / her place of residence in the home country or to a suitable hospital closest to the place of residence of the insured person by a medically appropriate means of transport (including air ambulance), if it is likely that the insured stay will have to be definitively terminated as a result of the illness / injury.

In the case of trips, the insurer will also pay the costs for medically effective and reasonable evacuation to the place of stay in the country of stay or to a suitable hospital nearest to the insured person's place of stay in the country of stay.

**Dispatch of medicines**

- 1. Where the insured person requires medicines which have been lost during the insured stay the insurer will organize procurement or replacement medicines and send them to the insured person and pay for their dispatch.
- 2. The insured person must refund the cost of replacement medicines to the insurer within one month of the account being rendered.

**Death**

If the insured person dies during the insured stay, the insurer will, at the request of the relatives, organize burial abroad or repatriation of the deceased person to the place of burial.

**Psychological counseling**

If the insured person suffers acute mental trauma during the insured stay requiring psychological assistance, the insurer will provide an initial counseling by telephone.

**Obligation following occurrence of an insured event**

- 1. The insured person will be under an obligation to make contact with the Emergency Call Center of the insurer immediately.
- 2. If this obligation is intentionally not met, the insurer will be released from its liability to make payment. The obligation to make payment remains to the extent that the failure to meet obligations is due neither to willful intent nor to gross negligence.

If an obligation is not met by virtue of gross negligence, the insurer will be entitled to reduce the level of payment to be made pro rata with the seriousness of the negligence of the insured person. The insurer will still be liable to make payment to the extent that the failure to meet the obligation does not affect the process of establishing whether the insurer has an obligation to pay the claim and if so, the level of payment to be made, unless the insured person has acted fraudulently.

**Title III – Table of benefits – Area of coverage**

**Article 6 – Table of benefits**

The purpose of the medical cover is to provide reimbursements complementary to the benefits paid by the European Health Insurance Card.

<b>Medical cover Maximum amount unlimited</b>	
In-patient and out-patient treatment including operations	✓
Drugs, medicines and bandages	✓
Dental treatment for the relief of pain including simple fillings as well as repairs to restore the function of dentures and replacement teeth per insured event up to	€ 500
Medically necessary dental treatment as a result of an accident per insured event up to	€ 1,000
Out-patient first-response medical care of psychological illnesses up to a total of	€ 1,500
In-patient emergency medical treatment for mental and psychological disorders occurring for the first time, up to a total of	€ 20,000
Transportation costs to the next hospital with recognized emergency medical services	✓
Medically effective and reasonable evacuation of the insured person to his or her place of residence	✓
Repatriation of the insured person in case of death	✓
General excess per case – optionally –	€ 0 / € 50
Excess only for stays in the USA: for treatment in the emergency room; the excess is waived in case of medical necessity or subsequent in-patient treatment	€ 250
<b>Medical emergency assistance and full assistance coverage</b>	
Information about medical care	service
Dispatch of medicines	costs of dispatch
Hospital visit of a person close to the insured person if hospitalization looks likely to last more than 5 days	transportation costs; hotel costs up to € 70 per day, up to a maximum of 7 days

Interruption of insured stay due to severe illness or accident of family members in case of in-patient treatment of more than 5 days	transportation costs
--	----------------------

#### Article 7 – Area of coverage

The medical costs must have been incurred within the insurance period:

- in one of the regions or countries of the following rating area:

**Zone 1:** Europe – Europe defined as EU, Norway, Iceland, Liechtenstein, Switzerland, Andorra, Monaco, San Marino and Vatican City

**Zone 2:** Worldwide – Worldwide without USA and Canada

**Zone 3:** Worldwide – USA and Canada

- in another country:

during a trip of less than six weeks, only for the costs resulting from an accident or an emergency illness, as these terms are defined, provided the treatment was practised by a general or specialized practitioner or the hospitalization was a necessity owing to the emergency and took place within twenty-four hours,

- in all other cases, after express approval by the insurer.

## General Liability Insurance Conditions of Dialog Versicherung AG (AHB 2008)

### Scope of insurance

#### 1. Subject matter of the insurance, insured event

1.1 Insurance cover is provided within the frame of the insured risk if a third party makes a claim for damages against the policyholder in accordance with statutory liability provisions under private law and because of the occurrence of a loss event (insured event) that caused personal injury, property damage or a resulting financial loss while the insurance policy was in effect. Loss event is an event directly causing damage to a third party. The exact point in time, however, when the damage leading to the loss event was caused is not relevant in this context.

1.2 There is no insurance cover for claims, even if they are statutory claims,

1.2.1 for fulfillment of contracts, subsequent performance, for self-remedy of defects, rescission, reduction, for compensation instead of performance;

1.2.2 because of damages that are caused in order to carry out the subsequent performance;

1.2.3 because of the failure to use the subject matter of the contract or because of the absence of the success owed under the contract;

1.2.4 for compensation of unsuccessful expenses in reliance on proper fulfillment of contract;

1.2.5 for compensation of a financial loss caused by late performance;

1.2.6 because of other compensations replacing the fulfillment of contract.

#### 2. Financial loss, loss of property

By means of a special agreement, this insurance cover can be extended to the policyholder's legal liability under private law because of

2.1 financial loss neither caused by personal injury nor property damages;

2.2 damages because of loss of property; such a case is governed by the conditions on property damage.

#### 3. Insured risk

3.1 The insurance cover includes the legal liability

3.1.1 from the policyholder's risks stipulated in the insurance policy and its addendums,

3.1.2 from increases or extensions of the risks stipulated in the insurance policy and its addendums. This applies neither for risks from ownership or use of motor vehicles, aircraft or watercraft that are subject to insurance nor for other risks subject to compulsory insurance or the duty to provide for sufficient cover,

3.1.3 from risks that will newly arise for the policyholder after conclusion of the insurance contract (automatic extension of cover) and which are regulated in detail in clause 4.

3.2 The insurance cover also includes an increase of the insured risk as a result of a change in the existing legal regulations or the enactment of new ones. The insurer can, however, cancel the insurance contract in accordance with the requirements of clause 21.

#### 4. Automatic extension of cover

4.1 Risks that newly arise after the conclusion of the insurance contract are covered within the existing contract with immediate effect.

4.1.1 The policyholder is obliged, at the insurer's request, to inform the insurer about every new risk within one month. This request can also be made together with the premium statement. If the policyholder fails to inform the insurer on time, the insurance cover will be retrospectively cancelled for the new risk starting at the point when it arose. If the insured event takes place before the policyholder informed the insurer about the new risk, the policyholder will have to prove that the new risk did not arise prior to conclusion of the insurance and was added at a point where the notification period had not yet expired.

4.1.2 The insurer shall be entitled to demand an appropriate premium for the new risk. If there is no agreement on the amount of the premium within one month after the policyholder informed the insurer about the new risk, the insurance cover will be retrospectively cancelled for the new risk starting at the point when it arose.

4.2 From the point when new risks arise until an agreement is made in accordance with clause 4.1.2, the insurance cover for new risks will be limited to € 500,000 for personal injury and € 150,000 for property damage.

4.3 Automatic extension of cover does not apply for risks

4.3.1 arising from ownership, possession, keeping or operation of motor vehicles, aircraft or watercraft, insofar as these vehicles require a driver's license and are subject to approval and insurance;

4.3.2 arising from ownership, possession, operation or driving of trains;

4.3.3 that are subject to compulsory insurance or the duty to provide for sufficient cover;

4.3.4 that will be in place for less than a year and therefore need to be covered within short-term insurance contracts.

#### 5. Insurance benefits / insurer's power of attorney

5.1 The insurance cover includes determination of liability, the defense against unjustified claims for compensation and the policyholder's release from justified claims for compensation. Claims for compensation are justified if the policyholder is obliged under law, final judgment, acknowledgement or settlement to pay compensation and if the insurer is bound to this. Acknowledgements and settlements that the policyholder made or accepted without the insurer's consent are only binding for the insurer insofar as the claim would also have been valid without an acknowledgement or settlement. If the policyholder's liability for damages has been determined with binding effect on the insurer, the latter has to release the policyholder from the third party's claim within two weeks.

5.2 The insurer is authorized to provide any statement on the policyholder's behalf he deems necessary to settle or defend against claims for compensation. In case of a dispute about claims for compensation against the policyholder within an insured event, the insurer is authorized to conduct the case on behalf of the policyholder and at the insurer's expense.

5.3 If the appointment of a defense counsel for the policyholder is desired or approved by the insurer in criminal proceedings because of a loss event that might cause a liability claim under the insurance cover, the insurer will bear the costs of the defense counsel in accordance with the fees regulations or the separately arranged additional costs.

5.4 If the policyholder or a co-insured person gains the right to demand the cancellation or reduction of a payable annuity, the insurer is authorized to exercise this right.

#### 6. Benefit limitations

6.1 The insurer's compensations are limited for every insured event to the agreed sums insured. This shall also apply if the insurance cover includes several persons obliged to pay compensations.

6.2 Unless otherwise agreed, the insurer's compensations are limited for all insured events within an insurance year to twice the amount of the agreed sums insured.

6.3 Several insured events taking place during the validity of the insurance policy are deemed as a single insured event that occurred during the first of these insured events if they are based on

- the same cause,
- the same causes and if there was an internal, in particular material and temporal, coherence or
- the delivery of goods with the same defects.

6.4 Where separately agreed, the policyholder will contribute to the compensation in every insured event with an amount stipulated in the insurance policy and its addendums (deductible). Unless otherwise agreed, the insurer is also obliged in these cases to carry out the defense against unjustified claims for compensation.

6.5 The insurer's expenses for costs incurred will not be set off against the sums insured.

6.6 If the justified liability claims from one insured event exceed the sum insured, the insurer will bear the legal costs in the relation the sum insured has to the total amount of these claims.

6.7 If the policyholder has to pay annuity to the injured party and if the capital value of the annuity exceeds the sum insured or the rest of the sum insured after deduction of other benefits from the insured event, the insurer will only reimburse the payable annuity in the relation the sum insured or its rest has to the capital value of the annuity. The calculation of the annuity will take place in accordance with the regulation on the insurance cover in vehicle liability insurance in its version valid at the time of the insured event. When calculating the amount the policyholder needs to contribute to ongoing annuity payments, if the capital value of the annuity exceeds the sum insured or the rest of the sum insured after deduction of other benefits from the insured event, any other benefits



will be set off against the sum insured in full.

6.8 Where the insurer requests the handling of a liability claim by acknowledgement, satisfaction or settlement and the claim cannot be handled because of the policyholder's behavior, the insurer is not obliged to pay for the additional expenses in the form of compensations, interest and costs resulting from the insured person's refusal.

## 7. Exclusions

Unless otherwise agreed in the policy and its addendums, the insurance policy comes with the following exclusions:

7.1 Insurance claims of all persons who intentionally caused the damage.

7.2 Insurance claims of all persons who caused the damage by

- placing goods on the market or
- carrying out works or other services

in knowledge of their defectiveness or harmfulness.

7.3 Liability claims that exceed the scope of the policyholder's statutory liability because of a contract or pledge.

7.4 Liability claims

7.4.1 of the policyholder or of the persons listed in clause 7.5 against co-insured persons,

7.4.2 between several policyholders of the same insurance contract,

7.4.3 between several additional insured persons of the same insurance contract. The above listed exclusions also extend to liability claims by relatives of the persons cited therein if they live in a joint household.

7.5 Liability claims against the policyholder

7.5.1 from claims of the policyholder's relatives who live with the policyholder in cohabitation or are co-insured persons as named in the insurance contract. Relatives are spouses, life partners in accordance with the Law on Civil Partnership or similar partnerships in accordance with the laws of other countries, parents and children, adoptive parents and children, parents-in-law and children-in-law, stepparents and stepchildren, grandparents and grandchildren, siblings as well as foster parents and children (persons connected by a family-like relationship set out for the long term such as parents and children);

7.5.2 of the policyholder's legal representatives or advisers if the policyholder is a legally incompetent person, a person with limited legal capacity or a person under care;

7.5.3 of the policyholder's legal representatives if the policyholder is a legal entity under private or public law or an association without legal capacity;

7.5.4 of the policyholder's partners with unlimited personal liability if the policyholder is a partnership, limited partnership or civil partnership;

7.5.5 of the policyholder's partners if the policyholder is a registered professional partnership;

7.5.6 of the policyholder's liquidators, receivers and insolvency administrators.

7.5.7 The exclusions under clause 7.5.2 to 7.5.6 also include liability claims of relatives of the persons mentioned therein and living in cohabitation with them.

7.6 Liability claims for damage to third-party property and any resulting financial loss where the policyholder rented, leased or borrowed the property or acquired the property through unlawful interference or if they are the matter of a separate deposit contract.

If the requirements for the exclusions are met in the person of the policyholder's salaried employees, workers, servants, authorized agents or representatives, the insurance cover shall likewise cease for both the policyholder and for other co-insured persons under the insurance contract.

7.7 Liability claims for damage to third-party property and any resulting financial loss if

7.7.1 the damage is a result of the policyholder's commercial or professional work with said property (processing, repair, transport, inspection and the like); in case of immovable property this exclusion only applies if the property or parts thereof were immediately affected by the activity;

7.7.2 the damage was caused because the policyholder used the property to enable his / her commercial or professional activities (as a tool, aid, storage surface for material and the like); in case of immovable property this exclusion only applies if the property or parts thereof were immediately affected by the use;

7.7.3 the damage was caused by the policyholder's commercial or professional activity and if the property or – in the case of immovable property – parts thereof were situated in the area directly affected by the activity; this exclusion shall not apply if the policyholder can prove that, at the time of the activity, he / she had taken necessary protective measures to prevent damages.

If the requirements for the above exclusions are met in the person of the policyholder's salaried employees, workers, servants, authorized agents or representatives, the insurance cover shall likewise cease for both the policyholder and for other co-insured persons under the insurance contract.

7.8 Liability claims for damage to goods, works or other services produced, provided or delivered by the policyholder as a result of their production, delivery or service and any resulting financial loss. This shall also apply if the damage was caused by a defective part of the object or by a defective partial performance resulting in the object or service being damaged or destroyed. This exclusion is also applied if a third party produced or delivered the objects or carried out the works or other services on the policyholder's behalf and for the policyholder's account.

7.9 Liability claims from loss events happening abroad; claims in accordance with § 110 Social Code VII are also covered.

7.10 Liability claims for damages from environmental effects. This also includes damage caused by fire and / or explosion. This exclusion shall not apply

a) within insurance of personal liability risks;

b) to damages arising from products manufactured or supplied by the policyholder (including waste), or from work or other services following performance of the service or completion of the work (product liability).

There is, however, no insurance cover for damages from environmental effects as a result of planning, production, delivery, assembly, dismantling, repair or maintenance of

- installations intended for the production, processing, storage, depositing, conveying or disposal of substances harmful to waterways (Waterways Act [WHG] installations);

- installations in accordance with appendix 1 or 2 to the Environment Liability Law (UmweltHG installations);

- installations for the purpose of environmental protection that need to be authorized or notified in accordance with environmental protection regulations;

- waste water installations or parts which are evidently intended for such installations.

7.11 Liability claims for damages from asbestos or substances or products containing asbestos.

7.12 Liability claims for damages directly or indirectly connected to energy-rich ionizing radiation (e. g. radiation emitted from radioactive substances or X-ray radiation).

7.13 Liability claims for damages from

7.13.1 genetic engineering,

7.13.2 genetically modified organisms (GMOs),

7.13.3 products that

- contain parts of GMOs,

- were produced from or with the aid of GMOs.

7.14 Liability claims from property damage caused by

7.14.1 sewage, insofar as domestic sewage is not involved,

7.14.2 subsidence of land or landslides,

7.14.3 flooding caused by standing or flowing water.

7.15 Liability claims for damages arising from the exchange, transmission or provision of electronic data, where such damages result from

7.15.1 deletion, suppression, spoiling or alteration of data,

7.15.2 failure to capture or faulty storage of data,

7.15.3 disruption of access to electronic data interchange,

7.15.4 transmission of confidential data or information.

7.16 Liability claims for damages arising from violations of personal rights or name rights.

7.17 Liability claims for damages due to hostility, vexatious harassment, unequal treatment or other discrimination.

7.18 Liability claims for personal injury arising from the transmission of a disease by the policyholder. The same applies for property damage arising from the illness of animals the policyholder owns, keeps or sells. In both cases, insurance cover is provided if the policyholder proves that he / she did not act with intent or gross negligence.

## Start of insurance cover / Payment of premium

### 8. Start of insurance cover / Premium and insurance tax

The insurance cover starts on the date stipulated in the insurance policy if the policyholder pays the first or single premium on time in accordance with clause 9.1. All invoiced premiums include insurance tax, the amount of which being stipulated by law and payable by the policyholder.

### 9. Payment and consequences of late payment / First or single premium

9.1 The first or single premium is due immediately on taking out the insurance policy, but not prior to the start of insurance cover. If payment of the annual premium in installments was agreed, only the first installment of the first annual premium shall be deemed to be the first premium.

9.2 If the policyholder fails to pay the first or single premium on time but pays at a later point in time, the insurance cover only starts from this later point in time. This shall not apply if the policyholder proves that he / she was not responsible for non-payment. In case of insured events that occur prior to payment of the premium, the insurer is only exempt from his liability to pay if he informed the policyholder about this legal consequence of non-payment of the premium by separate written notification or by placing a prominent notice in the insurance policy.

9.3 If the policyholder fails to pay the first or single premium on time, the insurer is authorized to withdraw from the contract until the policyholder makes the payment. The insurer is not allowed to withdraw if the policyholder proves that he / she is not responsible for non-payment.

9.4 If the first premium is not paid on time, the policyholder is considered to be in default 30 days after the expiry of the revocation period of 14 days as set out in the insurance certificate and after receipt of a request for payment, unless the policyholder is not responsible for the delayed payment. The insurer is entitled to request compensation for the loss incurred through the delay.

#### **10. Payment and consequences of late payment / Renewal premium**

10.1 If not otherwise agreed, the renewal premiums are due on the first day of the month of the agreed premium period. The payment shall be considered to be made on time if it is made at the point in time stipulated in the insurance policy or the premium statement.

10.2 Failure to pay a renewal premium on time shall constitute default without reminder unless the policyholder is not responsible for the late payment.

The insurer will send the policyholder a written request for payment with a set payment period of at least two weeks. Failure to pay a renewal premium on time authorizes the insurer to set a payment period of at least two weeks in text form and at the policyholder's expense. This provision is only valid if it provides details on the backlog of payments consisting of premium, interest and costs and informs about the legal consequences of expiry of the period in accordance with clause 10.3 and 10.4. The insurer is entitled to request compensation for the loss incurred through the delay.

10.3 If the policyholder is still in default of payment after expiry of the deadline, there will be no insurance cover from this point until payment is received, provided that the insurer informed the policyholder respectively in his request for payment according to clause 10.2 par. 2.

10.4 If the policyholder is still in default of payment after expiry of the deadline, the insurer can cancel the contract without notice provided that he informed the policyholder respectively in his request for payment according to clause 10.2 par. 2. Cancellation can also be announced when determining the payment deadline. In this case, the cancellation takes effect on expiry of the payment period if the policyholder is still in default with the payment at this time. This must be pointed out to the policyholder in the request for payment in accordance with clause 10.2 par. 2.

If the insurer has cancelled the contract and the policyholder pays the requested amount within one month after the cancellation, the contract remains in effect. There is, however, no insurance cover for insured events that occurred between the receipt of the cancellation and the payment.

#### **11. Timeliness of payment in case of a direct debit mandate**

Where the policyholder has issued a direct debit mandate, the payment shall be deemed on time if the premium can be collected on the due date and if the policyholder does not object to a justified debit. Where the insurer cannot collect the due premium through no fault of the policyholder, the payment shall also be deemed on time if it is made immediately after the insurer has sent the policyholder a written request for payment. Where the insurer cannot collect a due premium because the policyholder has revoked the direct debit mandate or if he / she is otherwise responsible that the premium could not be collected, the insurer is authorized to demand future payments be made outside the direct debiting system. The policyholder is only obliged to pay the premium when the insurer has sent him / her a written request for payment.

#### **12. Partial payment and consequences of late payment**

Where payment of the annual premium in installments has been agreed, any outstanding installments are due immediately if the policyholder is in default with the payment of an installment. The insurer may also require the premium to be paid annually in the future.

#### **13. Premium adjustment**

13.1 At the insurer's request, the policyholder is obliged to tell the insurer whether and what changes have been made to the insured risk compared with earlier information. This request may also be made by means of a note on the premium statement. The information must be provided within one month after the request was received, with proof being furnished should the insurer so require. Where incorrect information is given to the insurer's disadvantage, he shall be entitled to demand from the policyholder a contractual penalty of three times the amount of the difference in premium ascertained. This shall not apply where the policyholder proves that he/she is not responsible for the information being incorrect.

13.2 The premium shall be corrected from the time of the change (premium adjustment) on the basis of the policyholder's change notice or other findings; where insured risks cease to exist, however, the premium will only be adjusted from the time when the insurer receives the notification. The resulting adjusted premium may not fall below the contractually agreed minimum premium. Any increases and reductions in the minimum premium occurring in accordance with clause 15.1 after conclusion of the insurance contract shall be taken into account.

13.3 Should the policyholder fail to issue the notification on time, then for the period for which the information was to be given the insurer may demand an additional payment amounting to the premium already charged for that period. Where the policyholder subsequently provides the information, a premium adjustment shall take place. Any premium that the policyholder has overpaid shall only be reimbursed if the information was supplied within two months following receipt of the notification about the increased premium.

13.4 The above provisions shall also apply to insurance policies for which the premium is paid in advance for several years.

#### **14. Premium in case of early contract cancellation**

Where the contract is cancelled early, unless otherwise provided by law, the insurer shall be entitled to only that portion of the premium corresponding to the period during which insurance cover was in force.

#### **15. Premium rate adjustment**

15.1 Insurance premiums are subject to premium rate adjustment. Where premiums are calculated on the basis of payroll, contract price or amount of turnover, there shall be no premium rate adjustment. Regardless of the way in which premiums are calculated, minimum premiums shall be subject to premium rate adjustment.

15.2 An independent trustee shall determine each year, with effect for the premiums due from July 1, the percentage by which the average of the claims payments made in the past calendar year by all insurers licensed to transact general liability insurance has increased or decreased compared to the previous year. The trustee shall round down the percentage determined to the next lower whole number divisible by five. Where an individual loss leads to special expenses being incurred in order to determine the basis and amount of indemnity, such expenses shall also be deemed to be claims payments. The average of the claims payments made in any one calendar year shall be the sum of the claims payments made in that year, divided by the number of new loss events reported over the same period.

15.3 In the event of an increase the insurer shall be entitled – and in the event of a reduction obliged – to adjust the premium for the following year by the percentage obtained from clause 15.2 (premium rate adjustment). The policyholder will be notified of the change to the premium for the following year with the next premium statement. Where the average level of the insurer's claims payments has increased in each of the last five calendar years by a lower percentage than that determined by the trustee for any of these years in accordance with clause 15.2, the insurer may increase the premium for the following year only by the percentage by which the average of the insurer's claims payments has increased in the last calendar year based on his own company figures; this increase may not exceed the one that would result under the previous paragraph.

15.4 Where the change in accordance with clauses 15.2 or 15.3 is less than five percent, there shall be no premium rate adjustment. Such change shall, however, be taken into account in subsequent years.

Duration and end of contract / Cancellation

#### **16. Duration and end of contract**

16.1 The contract is concluded for the period stipulated in the insurance policy.

16.2 Where a policy period of at least one year is agreed, the policy shall be renewed after expiry of the agreed period for a further year in each case unless the contract partner has received a cancellation at least three months prior to the expiry of the respective insurance year.

16.3 Where a policy period of less than one year is agreed, the policy shall end at the stipulated time without any notice of cancellation being required.

16.4 Where a policy period of more than three years is agreed, the contract may already be cancelled at expiry of the third year or of any subsequent year; the notice of cancellation must reach the contract partner at least three months prior to the expiry of the respective insurance year.

#### **17. Cessation of the insured risk**

Where risks cease to exist in part, in full or permanently, the respective insurance shall cease to apply. In this case, the insurer shall be entitled to the premium that he could have charged if insurance of these risks had been applied for only up to the time when the insurer became aware of their cessation.

#### **18. Cancellation after a premium rate adjustment**

Where the premium increases as a result of the premium rate adjustment in accordance with clause 15.3, without a change in the insurance cover, the policyholder may cancel the policy within one month of receiving the insurer's notification. The cancellation shall be effective immediately, but at the earliest from the time that the premium increase should have taken effect.

The insurer is obliged to inform the policyholder in the notification about the right of cancellation. The notification must reach the policyholder at least one month before the premium increase takes effect. An increase in insurance tax shall not establish any right of cancellation.

#### **19. Cancellation following an insured event**

19.1 The insurance contract may be cancelled where

- the insurer has made a compensation payment or
- the policyholder – in case of compulsory insurance the insurer – is served a legal writ in respect of a liability claim falling under the cover. The notice of cancellation must have reached the contract partner in text form at least one month after the compensation payment or the service of the writ.

19.2 If the policyholder cancels the insurance contract, his / her cancellation will take effect immediately after the insurer receives it. The policyholder may, however, stipulate that the cancellation shall take effect at a later date, though no later than the end of the current insurance period. If the insurer cancels the insurance contract, his cancellation shall take effect one month after the policyholder receives it.

#### **20. Cancellation after sale of insured companies**

20.1 Where a company for which liability insurance exists is sold to a third party, that party shall for the duration of its ownership be subrogated in the policyholder's place to the rights and obligations arising from the insurance contract. This shall also apply where a company is taken over by a third party as a result of a beneficial interest, lease agreement or similar relationship.

20.2 In this case, the insurance contract may be cancelled in text form

- by the insurer vis-à-vis the third party, subject to one month's notice,
- by the third party vis-à-vis the insurer, with immediate effect or at the end of the current insurance period.

20.3 The right of cancellation shall lapse when

- the insurer fails to exercise it within one month from the time he learns of the transfer to the third party;
- the third party fails to exercise it within one month following the transfer, with the right of cancellation continuing to exist for one month from the time when the third party becomes aware of the insurance.

20.4 Where the transfer to the third party happens during the current insurance period and the insurance contract is not cancelled, the previous policyholder and the third party shall be jointly and severally liable for the insurance premium for this period.

20.5 Where a company is transferred, the existing policyholder or the third party must notify the insurer of this immediately. Where the duty of disclosure is culpably breached, no cover shall apply in cases where an insured event occurs more than one month after the time when the insurer ought to have received the notification and the insurer would not have concluded with the purchaser the contract that existed with the seller.

The insurance cover shall be reinstated and shall apply for all insured events occurring no earlier than one month after the time when the insurer became aware of the sale. This shall apply only where the insurer has not made use of his right of cancellation in that month.

The insurance cover shall not cease, despite breach of the duty of disclosure, in cases where the insurer was aware of the sale at the time when he ought to have received the notification.

#### 21. Cancellation after increase in risk as a result of a change in the existing legal regulations or the enactment of new ones

Where there is an increase in the insured risk as a result of a change in the existing legal regulations or the enactment of new ones, the insurer shall be entitled to cancel the insurance contract subject to a period of notice of one month. The right of cancellation shall cease if it is not exercised within one month from the time when the insurer becomes aware of the increase.

#### 22. Multiple insurance

22.1 Multiple insurance exists where the risk is covered under several insurance contracts.

22.2 Where multiple insurance has come about without the policyholder's knowledge, he / she can ask for cancellation of the policy that was later arranged.

22.3 The right to cancel shall cease if the policyholder fails to assert it within one month of learning of the multiple insurance. The cancellation shall take effect when the insurer receives the declaration in which it is requested.

Obligations of the policyholder

#### 23. Pre-contractual duties of disclosure of the policyholder

23.1 Providing complete and true information about risk-related circumstances

The policyholder is obliged, by the time he / she issues his / her contract statement, to provide complete and true information about all risk-related circumstances known to him / her about which the insurer has asked him / her in text form and which are material to the insurer's decision to arrange the policy with the agreed content. If the insurer asks questions within the meaning of the first sentence of this paragraph in text form after the policyholder's contract statement has been issued but before the contract has been accepted, the policyholder shall also be obliged to answer them. Risk-related circumstances are those circumstances that are material to the insurer's decision to arrange the policy at all or with the agreed content. Where a representative is acting for the policyholder and is aware of the risk-related circumstances, the policyholder shall be treated as if he / she himself / herself had known about it or had fraudulently concealed the fact.

23.2 Withdrawal

23.2.1 Where incomplete and incorrect information about risk-related circumstances is given, the insurer shall be entitled to withdraw from the insurance contract. This shall also apply if no information or incorrect information was given on a fact because the policyholder fraudulently concealed knowledge of the truth. Withdrawal can only take place within one month. The deadline begins at the time the insurer becomes aware of the breach of the duty of disclosure. Withdrawal takes place by way of a declaration vis-à-vis the policyholder.

23.2.2 The insurer has no right of withdrawal if the policyholder proves that he / she or his / her representative neither acted with intent nor with gross negligence when providing incorrect or incomplete information. The insurer has no right of withdrawal due to a grossly negligent breach of the duty of disclosure if the policyholder proves that the insurer would also have concluded the contract, although with different terms and conditions, had he known about the non-disclosed circumstances.

23.2.3 There will be no insurance cover in case of withdrawal. Where the insurer withdraws from the contract after the occurrence of an insured event, he is obliged to provide insurance cover if the policyholder proves that the circumstance about which he / she provided incorrect or incomplete information was not the reason for either the occurrence of the insured event or the ascertainment or extent of the benefits. There will be, however, no insurance cover in such a case if the policyholder fraudulently breached the duty of disclosure. The insurer is entitled to the part of the premium that relates to the contract period before the notice of withdrawal entered into effect.

23.3 Premium adjustment or right of cancellation

Where the insurer has no right of withdrawal because a breach of the duty of disclosure was caused neither by intent nor by gross negligence, the insurer shall be entitled to cancel the insurance contract in text form subject to a period of notice of one month. The insurer has no right of cancellation if the policyholder proves that the insurer would also have concluded the contract, although with different terms and conditions, had he known about the non-disclosed circumstances.

Where the insurer cannot withdraw from the contract or cancel the contract because he would also have concluded the contract, although with different terms and conditions, had he known about the non-disclosed circumstances, the remaining terms and conditions retrospectively become part of the contract at the insurer's request. If the policyholder is not responsible for the breach of obligation, the remaining terms and conditions become part of the contract from the current insurance period on.

If the insurer increases the premium by more than 10 % due to alteration of the contract or if he excludes cover for the non-disclosed circumstance, the policyholder may cancel the contract in text form and without notice within one month after he / she received our notification.

The insurer has to assert his rights in accordance with clause 23.2 and 23.3 within one month in text form.

The period starts when the insurer becomes aware of the breach of the duty of disclosure that justifies his asserted right. The insurer is obliged to state the circumstances his statement is based on; within one month, the insurer can also subsequently state other circumstances to justify his statement.

The insurer is only entitled to the rights in accordance with clause 23.2 and 23.3 if he has drawn the policyholder's attention to the consequences of a breach of the duty of disclosure in text form by means of a separate notification. The insurer cannot invoke the rights stipulated in clause 23.2 and 23.3, if he was aware of the non-disclosed risk-related circumstance or the incorrectness of the disclosed information.

23.4 Cessation of rights of the insurer

The rights of the insurer in accordance with clause 23.2 and 23.3 cease with expiry of a period of five years after conclusion of the contract; this does not apply for insured events that occurred prior to the expiry of this period. The period has a duration of ten years if the policyholder or his / her representative intentionally or fraudulently breached the duty of disclosure.

23.5 Rescission

The insurer's right to rescind the contract due to fraudulent misrepresentation remains unaffected. In case of rescission, the insurer is entitled to the part of the premium that relates to the contract period before the declaration of rescission entered into effect.

#### 24. Obligations prior to occurrence of the insured event

At the insurer's request, the policyholder must eliminate any particularly risk-related circumstances within a reasonable period of time. This shall not apply where, considering the parties' interests, elimination would be unreasonable. A circumstance that has led to a loss shall automatically be deemed to be particularly risk-related.

25. Obligations after occurrence of the insured event

25.1 The policyholder is obliged to notify the insurer immediately about every insured event, even if no claims for compensation have yet been made.

25.2 The policyholder must take steps to avert and minimize loss wherever possible. The policyholder must follow the insurer's instructions in this respect insofar as it is reasonable for him / her to do so. The policyholder is obliged to provide the insurer with detailed, truthful loss reports and assist the insurer with claims assessment and settlement. The insurer must be notified of all circumstances that in his view are important for processing the claim and any documents requested for this purpose must be forwarded.

25.3 The policyholder must likewise notify the insurer immediately if a liability claim is made against him / her, public prosecution, official or judicial proceedings are instituted against him / her, a summary notice to pay is issued, or a third party legal notice is served on the policyholder.

25.4 The policyholder must object to any summary notice to pay or any compensation order issued by the administrative authorities within the time specified, or lodge any other appeals that may be necessary. No instructions from the insurer will be required for this.

25.5 Where a liability claim is asserted against the policyholder through court action, he / she must leave the conduct of the case to the insurer. The insurer will engage a lawyer on the policyholder's behalf. The policyholder must grant the lawyer power of attorney and provide him with all necessary information and make the requested documents available to him.

#### 26. Legal consequences in case of breach of obligations

26.1 Where the policyholder breaches an obligation arising from this contract that he / she has to fulfill prior to the occurrence of the insured event, the insurer may cancel the contract without notice and within one month after becoming aware of the breach of obligation. The insurer has no right of cancellation if the policyholder proves that the breach of obligation was neither caused by intent nor by gross negligence.

26.2 Where the policyholder intentionally breaches an obligation arising from this contract, he / she will lose his / her insurance cover. In case of a grossly negligent breach of obligations, the insurer is entitled to reduce his benefits according to the severity of the policyholder's fault.

For the policyholder to lose the insurance cover in full or in part when the breach of the obligation to provide information happened after the occurrence of the insured event, it is necessary that the insurer informed the policyholder about this legal consequence by separate written notification.

Where the policyholder proves that he / she did not breach the obligation with gross negligence, the insurance cover will continue. Insurance cover will also continue if the policyholder provides evidence that the breach of obligation was neither the cause for the occurrence or determination of the insured event nor for the determination or scope of the benefits the insurer is obliged to pay. This shall not apply if the policyholder fraudulently breached the obligation. The above conditions apply irrespective of the question if the insurer makes use of the right of cancellation that he is entitled to in accordance with clause 26.1.

#### Further provisions

#### 27. Co-insured persons

27.1 Where the insurance also extends to liability claims against persons other than the policyholder, all provisions applying to the policyholder shall also be applicable to those insured persons accordingly. The provisions on automatic extension of cover (clause 4) shall not apply where the new risk arises only for a co-insured person.

27.2 The policyholder alone shall be entitled to exercise the rights arising from the insurance contract. The policyholder shall remain responsible along with the co-insured persons for fulfilling the obligations.

#### **28. Non-assignment**

Without the insurer's consent, the right of indemnity may be neither assigned nor pledged before it has been finally determined. Assignment to the injured third party is permissible.

#### **29. Notifications, declarations of intent, change of address**

29.1 All notifications and declarations intended for the insurer are to be directed to the insurer's head office or to the responsible branch office as stipulated in the insurance policy or its addendums.

29.2 Where the policyholder has failed to notify the insurer of a change in his / her address, the posting of a registered letter to the last address known to the insurer under the last name known to the insurer shall suffice for the purposes of submitting any declaration of intent to the policyholder. The declaration shall be deemed received three days after the letter is sent. The same shall apply in case of a change of the policyholder's name.

29.3 Where the policyholder has purchased insurance for his / her business establishment, clause 29.2 shall apply analogously to any relocation of the business establishment.

#### **30. Statute of limitations**

30.1 Any claims arising from the insurance contract are subject to a limitation period of three years. The period is calculated in accordance with the general conditions of the German Civil Code (BGB).

30.2 Where the policyholder has reported a claim under the insurance contract to the insurer, the limitation period shall be suspended from the report up to the time when the claimant receives the insurer's decision in text form.

#### **31. Competent court**

31.1 For actions against the insurer arising from the insurance contract, the competent court depends on the insurer's head office or branch office responsible for the insurance contract. Where the policyholder is a natural person, local responsibility also lies with the court in whose district the policyholder has his / her residence or, in the absence of such, his / her habitual residence at the time the action is brought.

31.2 Where the policyholder is a natural person, actions against the policyholder arising from the insurance contract need to be brought before the court responsible for his / her residence or, in the absence of such, his / her habitual residence. Where the policyholder is a legal entity, the competent court shall also be determined by the registered office or branch office of the policyholder. The same shall apply if the policyholder is a partnership, limited partnership, civil partnership or registered partner company.

31.3 Where the policyholder's residence or habitual residence is unknown at the time the action is brought, the competent court for actions arising from the insurance contract against the policyholder depends on the registered office of the insurer or its branch office responsible for the insurance contract.

#### **32. Applicable law**

German law applies to this contract.

#### **33. Sanction clause**

Irrespective of the other contractual provisions, insurance cover only exists if and as long as there are no economic, trade or financial sanctions or embargoes of the European Union or the Federal Republic of Germany that are directly applicable to the contracting parties.

This also applies to economic, trade or financial sanctions or embargoes by the United States of America, provided they do not conflict with the legal provisions of the European Union or the Federal Republic of Germany.

---

## **General Accident Insurance Conditions of Dialog Versicherung AG (AUB 2008)**

### **§ 1 Insured event**

I. The insurer provides insurance cover for accidents of insured persons during the validity of the contract. The types of benefits which can be insured are set out in § 7; the application and insurance certificate each show which types of benefits can be agreed in the policy.

II. The insurance policy covers accidents all around the world.

III. An accident shall be deemed to have occurred when the insured person has involuntarily suffered damage to his / her health due to an event (an accident) having a sudden effect on his / her body from the outside.

IV. An accident shall also be deemed to have occurred when, as a consequence of increased physical exertion to limbs or extremities or the spine,

1. a joint is dislocated or
2. muscles, tendons, ligaments or capsules are stretched, strained or torn.

### **§ 2 Exclusions**

The following is not covered by the insurance:

I.

1. Accidents caused by mental illness or cognitive disorders, including those due to drunkenness, and strokes or seizures, epileptic fits or other spasmodic fits affecting the whole body of the insured person. Cover shall be granted, however, if such disorders, derangement, fits or paroxysms were caused by an accident under this policy.

2. Accidents that befall the insured person as a consequence of the insured person intentionally carrying out or attempting to carry out a criminal offense.

3. Accidents directly or indirectly caused by war or civil war. There is, however, insurance cover if the insured person faces sudden and unexpected war or civil war during his / her journeys abroad. Such insurance cover expires at the end of the 14th day after the outbreak of war or civil war in the country where the insured person stays.

This expansion of cover does, however, not apply to trips in or through countries on whose territory war or civil war is already underway when the trip begins. It also does not apply to active participation in the war or civil war or to accidents caused by ABC weapons (atomic, biological or chemical weapons) and in connection with war or warlike events between the following countries: China, Germany, France, United Kingdom, Japan, Russia or USA. In case of acts of terror committed outside the territories of warring parties, the insurer will not invoke this exclusion.

Accidents due to unrest if the policyholder participated on the side of those instigating the unrest.

4. Accidents suffered by the insured person

a) as the pilot of an aircraft (including recreational aircraft) to the extent that this activity requires a permit under German law and as a member of the crew of an aircraft;

b) during professional activities for which an aircraft is necessary;

c) when using spacecraft.

5. Accidents suffered by the insured person as a result of taking part in driving events, including the corresponding practice runs, with the aim of achieving high speeds as a driver, co-driver or passenger of a motor vehicle.

6. Accidents caused directly or indirectly by nuclear power.

II.

1. Health damage caused by radiation.

2. Health damage caused by therapeutic treatments or surgery, which the policyholder carries out or has carried out on his / her body. However, this exclusion does not apply if therapeutic treatments or surgery, including radiodiagnostic and radio-therapeutic treatment or surgery, is carried out as the result of an accident covered by this insurance.

3. Infections

Insurance cover is provided if the disease pathogens entered the body through an accident injury covered by this policy. Accident injuries do not include skin or mucous membrane injuries, which are minor as such, and via which disease pathogens immediately or subsequently enter the body; this restriction does not apply to rabies and tetanus. For infections caused by treatment measures, clause 2. par. 2 applies accordingly.

4. Poisoning as a result of taking solid or liquid substances via the gullet.

III.

1. Stomach or lower abdominal hernias.

However, insurance cover is provided if they have occurred through a violent external effect covered by this policy.

2. Damage to spinal discs as well as bleeding from internal organs and cerebral hemorrhage unless directly caused by an accident event covered by this insurance in accordance with § 1 III.

IV.

Pathological disorders as a result of psychological reactions, irrespective of their cause.

### **§ 3 Uninsurable persons**

I. Persons are uninsurable if their independence or abilities are restricted due to medical reasons so that they are permanently in need of care by others. These requirements are met by persons who at least classify as long-term care level 3 in accordance with German compulsory long-term care insurance (§ 15 par. 1 no.

2 German Social Code (SGB) XI in its version of 21 December 2015) due to a physical, mental or cognitive impairment with disabling effects. Even if a premium has been paid, the above mentioned group of people is not insured.

II. Insurance cover ceases as soon as an insured person is no longer insured according to § 3 section I. The insurance ends at the same time.

III. Any premium that was paid for uninsurable persons since the contract was concluded or since the persons started to be uninsurable shall be reimbursed.

### **§ 3a Pre-contractual duties of disclosure of the policyholder or his / her representative prior to conclusion of the contract**

I.

1. The policyholder is obliged, by the time he / she issues his / her contract statement, to provide complete and true information about all risk-related circumstances known to the policyholder about which the insurer has asked him / her in text form and which are material to the insurer's decision to arrange the policy with the agreed content. If the insurer asks questions within the meaning of the first sentence of this paragraph in text form after the policyholder's contract statement has been issued but before the contract has been accepted, the policyholder shall also be obliged to answer them. Risk-related circumstances are those circumstances that are material to the insurer's decision to arrange the policy at all or with the agreed content.

2. If another person is to be insured, he / she is also obliged to provide complete and true information about all risk-related circumstances and to also answer the questions he / she is asked by the insurer.

3. Where a representative of the policyholder concludes the contract and is aware of the risk-related circumstance, the policyholder shall be treated as if he / she himself / herself had known about it or had fraudulently concealed the fact.

II.

1. Where incomplete and incorrect information about the risk-related circumstances is given, the insurer shall be entitled to withdraw from the insurance contract. The insurer has to assert his right of withdrawal within one month in text form to the policyholder. In doing so, the insurer has to name the circumstances his statement is based on. The period starts when the insurer becomes aware of the breach of the duty of disclosure that justifies his right of withdrawal.

2. The insurer has no right of withdrawal if

a) the policyholder proves that he / she or his / her representative neither acted with intent nor with gross negligence when providing incorrect or incomplete information;

b) the policyholder – in case of a grossly negligent breach of the duty of disclosure – proves that the insurer would also have concluded the contract, although with different terms and conditions, had he known about the non-disclosed circumstances.

3. There will be no insurance cover in case of withdrawal. Where the insurer withdraws from the contract after the occurrence of an insured event, he is obliged to provide insurance cover if the policyholder proves that the circumstance about which he / she provided incorrect or incomplete information was not the reason for either the occurrence of the insured event or the ascertainment of the extent of the benefits. There will be, however, no insurance cover in such a case if the policyholder fraudulently breached the duty of disclosure. The insurer is entitled to the part of the premium that relates to the contract period before the notice of withdrawal entered into effect.

III.

1. Where the insurer has no right of withdrawal because the policyholder's breach of the duty of disclosure was caused neither by intent nor by gross negligence, the insurer shall be entitled to cancel the insurance contract in text form subject to a period of notice of one month. In doing so, the insurer has to name the circumstances his statement is based on. The period starts when the insurer becomes aware of the breach of the duty of disclosure.

2. The insurer has no right of withdrawal if the policyholder proves that the insurer would also have concluded the contract, although with different terms and conditions, had he known about the non-disclosed circumstances.

IV. Where the insurer cannot withdraw from the contract or cancel the contract because he would also have concluded the contract, although with different terms and conditions, had he known about the non-disclosed circumstances, the remaining terms and conditions retrospectively become part of the contract at the insurer's request. If the policyholder is not responsible for the breach of obligation, the remaining terms and conditions become part of the contract from the current insurance period. If the insurer increases the premium by more than 10% due to alteration of the contract or if he excludes cover for the non-disclosed circumstance, the policyholder may cancel the contract in text form and without notice within one month after he/she received our notification.

V.

1. The insurer has to assert his rights in accordance with clause II. to IV. within one month in text form. The period starts when the insurer becomes aware of the breach of the duty of disclosure that entitles him to adjust the contract. In doing so, the insurer has to name the circumstances his statement is based on. Within one month, the insurer can also subsequently state other circumstances to justify his statement.

2. The insurer is only entitled to his rights in accordance with clause II. to IV. if he has drawn the policyholder's attention to the consequences of a breach of the duty of disclosure by means of a separate written notification.

3. The insurer cannot invoke his rights in accordance with clause II. to IV. if he was aware of the non-disclosed risk-related circumstance or the incorrectness of the disclosed information.

VI. The insurer's right to rescind the contract due to fraudulent misrepresentation remains unaffected. In case of rescission, the insurer is entitled to the part of the premium that relates to the contract period before the declaration of rescission entered into effect.

VII. The rights of the insurer in accordance with clause II. to IV. cease with expiry of a period of five years after conclusion of the contract. The period has a duration of ten years if the policyholder or his / her representative intentionally or fraudulently breached the duty of disclosure.

### **§ 4 Start and end of insurance cover / Right to alter a legal relationship**

I. The insurance cover starts on the date stipulated in the insurance policy when the policyholder pays the first or single premium immediately after it is due in accordance with § 5 I.

II. The policy can be ended through notification in text form by one of the contracting parties

1. on expiry of the agreed period.

The notice of cancellation must be received at least 3 months before expiry; otherwise the policy is renewed for a year each time.

2. at the end of the third or each following year if a policy is taken out for the duration of more than three years. The notice of cancellation must be received by the contracting party at least three months before the expiry of the third or appropriate following year.

3. if the insurer has made a payment in accordance with § 7 or a claim has been made against him for such a payment. The notice of cancellation must be received at least one month after the payment – or, in the event of a legal dispute, after withdrawal of the claim, acceptance, settlement or legal enforcement of the decision. If the policyholder cancels the contract, his notice of cancellation comes into effect immediately after being received by the insurer. The policyholder can, however, determine that the notice of cancellation comes into effect at a later point in time, but not later than at the end of the current insurance year. A notice of cancellation by the insurer comes into effect one month after being received by the policyholder.

III. The policy ends without notice at the date stipulated in the insurance certificate if the agreed duration is less than one year.

IV. The insurance cover shall be suspended for the insured person when he / she fulfills his / her service in a military or likewise formation that participates in war or warlike operations between the countries China, Germany, France, United Kingdom, Japan, Russia or USA. The insurance cover will continue to apply as soon as the insurer receives the notification about the end of such service.

### **§ 5 Premiums, due date and default**

I. The premiums include the relevant insurance tax and agreed additional costs. Unless otherwise agreed, the first or single premium is due immediately on taking out the insurance policy, but not prior to the start of insurance cover. If payment of the annual premium in installments was agreed, only the first installment of the first annual premium shall be deemed to be the first premium. If not otherwise agreed, the renewal premiums are due on the first day of the due month. The payment shall be considered to be made on time if it is made at the point in time stipulated in the insurance policy or the premium statement.

II. Where the policyholder has issued a direct debit mandate, the payment shall be deemed on time if the premium can be collected on the due date and if the policyholder does not object to a justified debit. Where the insurer cannot collect the due premium through no fault of the policyholder, the payment shall also be deemed on time if it is made immediately after the insurer has sent the policyholder a written request for payment. Where the insurer cannot collect a due premium because the policyholder has revoked the direct debit mandate or if he / she is otherwise responsible that the premium could not be collected, the insurer is authorized to demand future payments be made outside the direct debiting system. The policyholder is only obliged to pay the premium when the insurer has sent him / her a written request for payment.

III.

1. In the event of payment not being made on time, the provisions of §§ 37 and 38 of the German Insurance Contract Act (VVG) apply.

2. Failure to pay the first or single premium on time shall constitute default of the policyholder 30 days after expiry of the revocation period of two weeks stipulated in the insurance policy and after receipt of a request for payment, unless he / she is not responsible for the delay of payment.

3. If the policyholder fails to pay the first or single premium on time but pays at a later point in time, the insurance cover only starts from this later point in time. This shall not apply if the policyholder proves that he / she was not responsible for non-payment. In case of insured events that occur prior to payment of the premium, the insurer is only exempt from his liability to pay if he informed the policyholder about this legal consequence of non-payment of the premium by separate written notification or by placing a prominent notice in the insurance policy.

4. If the policyholder does not pay the first or single premium on time, the insurer is authorized to withdraw from the contract until the policyholder makes the payment. The insurer is not allowed to withdraw if the policyholder proves that he / she is not responsible for non-payment.

5. Failure to pay a renewal premium on time shall constitute default without reminder unless the policyholder is not responsible for the late payment.

Failure to pay a renewal premium on time authorizes the insurer to set a payment period of at least two weeks in text form and at the policyholder's expense.

This provision is only valid if it provides details on the backlog of payments consisting of premium, interest and costs and informs about the legal consequences of expiry of the period.

If the policyholder is still in default of payment after expiry of the deadline, there will be no insurance cover from this point until payment is received, provided that the insurer informed the policyholder respectively in his request for payment according to clause § 5 III. No. 5 par. 2.

6. Where payment of the annual premium in installments has been agreed, any outstanding installments are due immediately if the policyholder is in default with the payment of an installment. The insurer may also require the premium to be paid annually in future.

7. In case of default, the insurer is entitled to claim compensation for the loss incurred through the default of payment.

8. If the policyholder is still in default of payment after expiry of the deadline, the insurer can cancel the contract without notice provided that he informed the policyholder respectively in his request for payment according to § 5 III. No. 5 par. 2. Cancellation may already be given at the determination of a deadline. In

this case, it becomes effective upon expiry of the deadline if the policyholder is still in default of payment at this point in time. The policyholder must be explicitly informed about this provision in case of cancellation in accordance with § 5 III. No. 5 par. 2.

IV. Where the contract is cancelled early, the insurer shall be entitled to only that portion of the premium corresponding to the period during which insurance cover was in force.

V. In case of § 4 IV. (military activities), the obligation to pay premiums is suspended.

### **§ 6 Change of job or occupation, military service**

I. The amount of the sums insured or of the premium mainly depends on the job or occupation of the insured person. The basis for calculating the sums insured as well as the premiums is the prevailing occupational classification of the insurer (for details on the classification criteria, see application documents). The policyholder is therefore obliged to inform the insurer about any change of the insured person's profession or occupation immediately. Compulsory military service, civilian service or military reserve training are not considered to be changes.

II.

1. If the policyholder's new job or occupation results in a lower premium in accordance with the insurer's rates applicable at the time of the change, these lower sums insured will be valid after the expiry of one month after the change.

2. If the calculation, however, provides higher sums insured and unchanged premiums, these shall apply as soon as the insurer becomes aware of the change, but no later than one month after the change.

3. On the policyholder's request, the insurer will continue the contract with the previous sums insured and with increased or reduced premiums, as soon as the insurer becomes aware of the change.

4. If the insurer does not offer insurance cover for a new job or occupation of the insured person, the insurer can cancel the policy within one month after becoming aware of the change. The cancellation becomes effective one month after receipt.

### **§ 7 Types of benefits**

The agreed types of benefits and their amount (sums insured) are set out in the policy. The following conditions apply for the arising of the claim and the assessment of the benefits.

#### **I. Disability benefit**

1. If the physical or mental fitness of the insured person is permanently impaired due to an accident (disability), a claim for disability benefit from the sum insured in case of disability arises. Impairment is deemed permanent if it can be expected to last more than three years and when a change of the insured person's condition cannot be expected. Disability needs to have occurred within one year after the accident. The diagnosis thereof by a physician needs to be made and the claim thereof to be asserted to the insurer before the expiry of a deadline of another three months.

2. The benefit amount is determined by the degree of disability.

a) The following fixed degrees of disability apply – without evidence of greater or lesser disability – in the event of loss or functional incapacity of

- an arm 70 %
- an arm up until the upper part of the elbow joint 65 %
- an arm below the elbow joint 60 %
- a hand 55 %
- a thumb 20 %
- an index finger 10 %
- another finger 5 %
- a leg above the mid-thigh 70 %
- a leg up to the mid-thigh 60 %
- a leg below the knee 50 %
- a leg up to the middle of the lower leg 45 %
- a foot 40 %
- a big toe 5 %
- other toes 2 %
- an eye 50 %
- hearing in one ear 30 %
- sense of smell 10 %
- sense of taste 5 %

b) Upon partial loss or partial loss of use of any of these parts of the body or sensory organs, the corresponding proportion of the percentage in accordance with a) is assumed.

c) If through the accident parts of the body or sensory organs are affected, the loss or functional impairment of which is not set out in a) or b), the decisive aspect is the extent to which normal physical or mental performance is impaired from an exclusively medical point of view.

d) If through the accident several physical or mental functions are impaired, the degrees of disability in accordance with 2. are added together. However, more than 100 % is not accepted.

3. If through the accident a physical or mental function is affected, which was already permanently impaired prior to the accident, a deduction in accordance with the degree of this pre-existing disability is made. This is assessed in accordance with 2.

4. If death occurs within one year of the accident as a result of the accident, disability benefits cannot be claimed.

5. If the policyholder dies within one year after the accident from causes unrelated to the accident – irrespective of what caused the death – and if a claim for disability benefits in accordance with 1. had arisen, payment is made in accordance with the degree of disability that could have been anticipated on the basis of the most recent medical findings.

#### **II. Transition payment**

If after the end of a period of six months of the accident and without the joint effect of illnesses or disabilities there is still accident-related impairment of the normal physical or mental performance both at work and outside work of more than 50 percent and if this impairment has existed until then without interruption, the transition payment agreed in the policy is paid. Appropriate claims can be asserted in accordance with § 9 VI.

#### **III. Daily allowance**

1. If the accident leads to impairment of the ability to work, a daily allowance is paid for the duration of medical treatment. The daily allowance is graded in accordance with the degree of impairment. Assessment of the degree of impairment depends on the job or occupation of the policyholder.

2. The allowance is paid for a maximum of one year, calculated from the day of the accident.

#### **IV. Daily hospital allowance**

1. A daily hospital allowance is paid for each calendar day the policyholder is receiving medically necessary inpatient treatment at a hospital, but only for a maximum of two years calculated as of the day of the accident.

2. Daily hospital allowance is not paid for stays in sanitariums, rehabilitation centers or health resorts.

#### **V. Convalescence allowance**

1. For the same number of calendar days for which the policyholder has received accident-related daily hospital allowance, he / she receives convalescence allowance amounting to the insured daily hospital allowance, but for a maximum duration of 4 weeks per accident.

2. Several full admissions to a hospital as a result of the same accident count as one uninterrupted stay at a hospital.

3. Convalescence allowance can be claimed on discharge from hospital.

#### **VI. Death benefits**

If the accident results in death within one year, payment of the sum insured in the event of death can be claimed. Appropriate claims can be asserted in accordance with § 9 VI.

### **§ 8 Benefit restrictions**

If illnesses or disabilities have also contributed to the health damage brought about by an accident or to the consequences thereof, the payment is reduced in accordance with the proportion of the illness or disability if this proportion is at least 25 %.

### **§ 9 Obligations after the occurrence of an accident**

I. After an accident which is expected to result in a claim a physician must be consulted immediately and the insurer must be informed immediately. The insured person must observe the physician's directions and must also help to reduce the consequences of the accident if possible.

II. The accident report form forwarded by the insurer must be completed truthfully and returned to the insurer immediately. Any other information requested in relation to the matter must also be provided immediately.

III. The insured person must allow himself / herself to be examined by the physicians appointed by the insurer. The costs of this, including the resulting loss of earnings, shall be borne by the insurer.

IV. The physicians who have examined or treated the insured person (also for other reasons), other insurers, insurance carriers and authorities must be empowered to provide all required information.

V. The policyholder shall be obliged to claim the transition payment at the latest seven months after the occurrence of the accident and substantiate it with a medical report.

VI. If the accident results in death, this must be notified within 48 hours, even if the accident has already been reported. The insurer must be granted the right to have a post-mortem carried out by a physician appointed by the insurer.

### **§ 10 Consequences of a breach of obligations**

An intentional breach of an obligation to be fulfilled after the occurrence of an accident or of an obligation in accordance with § 9 or one of the obligations mentioned in the Special Conditions will result in loss of insurance cover for the policyholder. In case of a grossly negligent breach of obligations, the insurer is entitled to reduce his benefits according to the severity of the policyholder's fault.

Where the policyholder breaches an obligation to provide information, which has been in place after an insured event takes place, the insurer is only exempt from performance in full or in part if he provided the policyholder with a separate written notification about this legal consequence. Where the policyholder proves that he / she did not breach the obligation with gross negligence, the insurance cover will continue.

Insurance cover will also continue if the policyholder proves that the breach of obligation was neither the cause for the occurrence or determination of the insured event nor for the determination or scope of the benefits. This shall not apply if the policyholder fraudulently breached the obligation. The above conditions apply irrespective of the question if the insurer makes use of the right of cancellation that he is entitled to due to the breach of a pre-contractual duty of disclosure.

#### **§ 11 Due date of payment**

I. As soon as the insurer has received the documents which the policyholder must provide as evidence of occurrence of the accident and the consequences of the accident as well as of completion of the treatment necessary for assessing disability, the insurer is obliged to declare in text form within one month – or within three months in the case of disability claims – whether and to which extent he accepts a claim. The medical charges incurred by the policyholder as evidence of the right to receive benefits are assumed by the insurer

- in the event of disability up to 1% of the sum insured,
- in the case of transition payment up to 1% of the sum insured,
- in the case of daily allowance up to one daily allowance payment,
- in the case of daily hospital allowance up to one daily hospital allowance payment.

The insurer will not pay for any further costs.

II. If the insurer accepts the claim or if policyholder and insurer have agreed on the basis and amount, the insurer makes the payment within two weeks. Before completion of treatment, disability benefits can only be claimed within one year of the accident if and insofar as death benefits have been insured.

III. If the liability to pay has only been accepted in principle, the insurer makes appropriate advance payments at the request of the policyholder.

IV. Policyholder and insurer are entitled to have the degree of disability medically re-assessed on an annual basis, for at most up to three years after the accident. However, on the part of the insurer, this right must be exercised submitting a declaration in accordance with clause I. and on the part of the policyholder prior to expiry of the respective period. If the final assessment results in higher disability benefits than already paid by the insurer, annual interest of 5 percent is payable on the additional sum.

#### **§ 12 Legal relationships of persons involved in the policy**

I. If the policy has been taken out for accidents that happen to others (insurance for the benefit of third parties), it is not the insured person but the policyholder who is entitled to exercise the rights in accordance with the policy. In addition to the insured person, the policyholder is responsible for fulfilling the obligations.

II. All provisions applying to the policyholder are applicable accordingly to his / her legal successors and other claimants.

III. Without the permission of the insurer, the insurance claims cannot be transferred or pledged before they are due.

#### **§ 13 Notifications and declaration of intent**

I. All notifications and declarations intended for the insurer are to be directed to the insurer's head office or to the responsible branch office as stipulated in the insurance policy or its addendums.

II. Where the policyholder has failed to notify the insurer of a change in his / her address, the posting of a registered letter to the last address known to the insurer under the last name known to the insurer shall suffice for the purposes of submitting any declaration of intent to the policyholder. The declaration shall be deemed received three days after the letter is sent. The same shall apply in case of a change of the policyholder's name.

III. Where the policyholder has purchased insurance for his / her business establishment, clause II. shall apply analogously to any relocation of the business establishment.

#### **§ 14 Statute of limitations**

I. Any claims arising from the insurance contract are subject to a limitation period of three years. The period is calculated in accordance with the general conditions of the German Civil Code (BGB).

II. Where the policyholder has reported a claim under the insurance contract to the insurer, the limitation period shall be suspended from the report up to the time when the claimant receives the insurer's decision in text form.

#### **§ 15 Competent courts**

I. For actions against the insurer arising from the insurance contract, the competent court depends on the insurer's head office or branch office responsible for the insurance contract. Where the policyholder is a natural person, local responsibility also lies with the court in whose district the policyholder has his / her residence or, in the absence of such, his / her habitual residence at the time the action is brought.

II. Where the policyholder is a natural person, actions against the policyholder arising from the insurance contract need to be brought before the court responsible for his / her residence or, in the absence of such, his / her habitual residence. Where the policyholder is a legal entity, the competent court shall also be determined by the registered office or branch office of the policyholder. The same shall apply if the policyholder is a partnership, limited partnership, civil partnership or registered partner company.

III. Where the policyholder's residence or habitual residence is unknown at the time the action is brought, the competent court for actions arising from the insurance contract against the policyholder depends on the registered office of the insurer or its branch office responsible for the insurance contract.

IV. German law applies to this contract.

#### **§ 16 Sanction clause**

Irrespective of the other contractual provisions, insurance cover only exists if and as long as there are no economic, trade or financial sanctions or embargoes of the European Union or the Federal Republic of Germany that are directly applicable to the contracting parties.

This also applies to economic, trade or financial sanctions or embargoes by the United States of America, provided they do not conflict with the legal provisions of the European Union or the Federal Republic of Germany.

#### **Additional Conditions for Group Accident Insurance**

##### **§ 1 Insurance without giving a name**

1. Insurance cover is provided for persons that are part of the group mentioned in the contract.

2. The persons to be insured must be named and recorded by the policyholder so that in the event of an insurance claim there can be no doubt that the injured belongs to the insured group of people.

3. At the end of the period of time for which the annual premium is proportionally paid, the insurer requests the policyholder to indicate the number of persons who were insured during this period. These details must be given by month and the highest number per month is to be indicated. Averaging is not permitted.

4. Based on the stated numbers, the insurer calculates the premium to be paid for the elapsed period of time. The policyholder receives a premium statement about the calculated numbers.

5. Insurance cover for individual people will end if their current employment or membership ends.

##### **§ 2 Insurance with disclosure of names**

1. Insurance cover is provided for the persons mentioned by name.

2. Uninsured persons can be registered for insurance at any time if their job or occupation and the sums insured are the same as that of the already insured persons. Insurance cover for the newly added persons is provided within the agreed scope as soon as the insurer receives their application.

3. Persons in other jobs or other occupations or with higher sums insured are only considered as insured after agreement on the sums insured and the premiums.

4. The insurer is entitled to decline the insurance of individuals due to a risk assessment. In the event of rejection, insurance cover ends one month after the date of rejection.

5. Insurance cover ends for insured persons intended to no longer be part of the contract at the earliest when we receive notification thereof.

##### **§ 3 Contract period (Addition to § 4 of the General Accident Insurance Conditions)**

1. The contract partners can end insurance cover of insured individuals by written notification if – after an accident – the insurer paid benefits to the policyholder or if the policyholder made a claim for benefits against the insurer. The notification must have been received in text form no later than one month after the payment of benefit or – in the event of a legal dispute – after the discontinuance of the action, the acknowledgement, the settlement or the final judgment by the court. Insurance cover expires one month after the notification is received.

2. The insurance policy ends if the company or association is ceased. A transfer of undertakings does not constitute a cessation of a business.

3. The insurer is entitled to cancel the insurance policy with one month's notice if insolvency proceedings have been opened over the policyholder's assets or if the application to institute such proceedings has been rejected for lack of assets.

#### **Limitation of sums insured**

##### **1. Air passenger risk**

1.1 Insurance cover for air passenger risk (see also § 2 I. 4. of the General Accident Insurance Conditions (AUB)) is provided per insured person in accordance with the agreed sums insured, but not exceeding the following sums insured:

- in the event of death € 1,000,000
- in the event of disability (max. compensation in the case of 100 % disability) € 2,000,000
- daily allowance € 250
- for daily hospital allowance / convalescence allowance € 250

- for treatment costs € 10,000
- for transition payment € 50,000

1.2 If several persons insured by this group accident insurance are traveling in the same aircraft and if the sums insured in accordance with this policy for these persons exceed in total

- in the event of death € 10,000,000
- in the event of disability (max. compensation in the case of 100 % disability) € 20,000,000
- for daily allowance € 2,500
- for daily hospital allowance / convalescence allowance € 2,500
- for treatment costs € 100,000
- for transition payment € 500,000

these sums are considered as maximum sums insured for the persons and the sums insured for each person are reduced accordingly.

In the case of all other accidents, the following applies: If several insured persons are affected by the same accident, the maximum payment by the insurer for all the insured persons is limited to € 10,000,000.

---

## Expansions of AUB 88 Version 2008 of Dialog Versicherung AG

### Special conditions for the insurance against poisoning as a result of vapors and gases

§ 1 III. of the agreed General Accident Insurance Conditions is expanded as follows:

In the event of poisoning as a result of the sudden escape of gases or vapors, the suddenness of the event is also assumed if the insured person was involuntarily exposed to the effects of gases and vapors for several hours due to extraordinary circumstances. Occupational and industrial illnesses are, however, excluded.

### Special conditions for the insurance of typical diving injuries as part of accident insurance

In addition to § 1 III. of the agreed General Accident Insurance Conditions, the insurer also provides insurance cover for

- typical diving injuries such as decompression sickness (DCS) or eardrum injuries, as well as
- for death by drowning or suffocation under water, even if no accident has occurred.

### Special conditions for accidents as a result of heart attack, stroke or medication

By way of derogation from § 2 I. 1. of the agreed General Accident Insurance Conditions, insurance cover is provided for accidents as a result of mental illness or cognitive disorders if they were caused by heart attack, stroke or prescribed medication. Damages as a direct result of heart attack, stroke or prescribed medication are excluded from insurance cover.

### Special conditions for accidents as a result of epileptic fits

By way of derogation from § 2 I. 1. of the agreed General Accident Insurance Conditions, insurance cover is provided for accidents if they were caused by epileptic fits.

### Special conditions for the insurance of an alcohol-induced cognitive disorder

By way of derogation from § 2 I. 1. of the agreed General Accident Insurance Conditions, insurance cover is provided for accidents as a result of an alcohol-induced cognitive disorder; in case of operation of motor vehicles, however, this shall only apply if the blood alcohol level was below 1.5 ‰ at the time of the accident.

### Special conditions for the insurance of accidents as a result of unrest / violent conflicts

§ 2 I. 3. of the agreed General Accident Insurance Conditions is altered as follows:

Accidents as a result of unrest or other violent conflicts are covered if the insured person did not actively participate in the acts of violence or, if he / she did actively participate but not on the side of those instigating the unrest.

### Special conditions for co-insurance of passive war risk in accident insurance (BB Kriegsrisiko 92)

1. In amendment of § 2 I. 3. of the agreed General Accident Insurance Conditions (AUB 88), the insurance cover extends to accidents suffered by the insured person through war-related events without him / her belonging to the active participants in the war or civil war (passive war risk).

An active participant is also a person who supplies, transports or otherwise handles certain installations, equipment, devices, vehicles, weapons or other materials intended for waging war on behalf of a warring party. Co-insured are accidents through terrorist attacks causally connected to a war or civil war and carried out outside the territories of the warring parties.

2. The following are excluded from the insurance cover:

- accidents if the insured person travels to the war zone after the outbreak of the war or civil war;
- accidents if the insured person travels to the crisis area in anticipation of a possible outbreak of war for professional reasons (journalist, cameraman);
- accidents as a result of the use of ABC weapons (atomic, biological or chemical weapons);
- accidents in connection with a war or warlike situation between world powers (China, France, Great Britain, Japan, Russia, USA);
- accidents in connection with a war or civil war if the state in which the insured person is domiciled or normally resides is involved as a warring party or if the war is conducted on the territory of this state.

3. Insurance cover in accordance with these Special Conditions only applies for a maximum duration of 14 days as of midnight of the day when the hostilities started.

### Special conditions for the insurance of accidents as a result of taking part in unlicensed motor sport events

In amendment of § 2 I. 5. of the agreed General Accident Insurance Conditions, the following is agreed:

Accidents as a result of actively taking part in authorized driving events with motor vehicles with the aim of achieving high speeds are covered by the policy if said events require no license (e. g. in case of occasional runs with rented carts at an indoor track). This expansion of the policy only applies within Europe and only for persons who have attained the age of 18 years.

### Accidents as a result of radiation

In amendment of § 2 I. 1. of the agreed General Accident Insurance Conditions (AUB), insurance cover is provided in the event of damages to health as a result of radiation if the damages were the result of an accident covered by the insurance policy. The exclusion of § 2 I. 6. AUB (nuclear power) remains unaffected by this and is applied in its original form.

### Special conditions for the insurance of infections caused by ticks

In amendment of § 2 I. 3. of the agreed General Accident Insurance Conditions (AUB), insurance cover is also provided for the consequences of the infectious diseases tick-borne encephalitis (TBE) and Lyme borreliosis caused by tick bites. Insured event is the first-time infection with the causative agent of these infectious diseases. By way of derogation from § 9 AUB, the insurer is to be immediately informed when a first-time infection has been diagnosed by a physician.

By way of derogation from § 4 I. AUB, insurance cover for these infections only starts after a waiting period of one month after the start / date of change stipulated in the insurance policy. For insured events that occurred prior to the waiting period, there is no liability to pay. For the insurer to pay benefits, it is required that the evidence for the occurrence of infectious diseases is provided in the form of an objective medical report together with the appropriate laboratory results in accordance with latest medical knowledge.

### Special conditions for the insurance of infections in the event of minor skin injuries

By way of derogation from § 2 II. 3. of the agreed General Accident Insurance Conditions, the policy also covers infections in the case of which it is clear from the case history, findings or nature of the illness that the causative agents must have entered the body through injury to the skin, whereby at least the outer layer of the skin must have been penetrated. This expansion does not include influenza or AIDS.

### Special conditions for the insurance of poisoning as a result of the ingestion of liquid or solid substances

§ 2 II. 4. of the agreed General Accident Insurance Conditions is altered as follows:

Poisoning as a result of the accidental ingestion of hazardous substances is covered if said substances are not food.

### Special conditions for the insurance of food poisoning

By way of derogation from § 2 II. 4. of the agreed General Accident Insurance Conditions, the consequences of food poisoning are covered. The policy does not cover alcohol poisoning. This does not apply, however, for children who were under the age of 10 at the time the accident occurred.

### Psychological reactions

In amendment of § 2 IV. of the agreed General Accident Insurance Conditions, it is deemed agreed that insurance cover is provided for the consequences of mental and nervous disorders following an accident if and insofar as such disorders are the result of an organic disease of the nervous system or of an epilepsy caused by an accident covered by the policy.

### Special conditions for asserting a claim for disability benefits

By way of derogation from § 7 I. 1. of the agreed General Accident Insurance Conditions, disability needs

- to have occurred within 15 months after the accident; and
- to be diagnosed in text form by a physician at the latest prior to expiry of a period of another 6 months and to be asserted by the policyholder or the insured



person.

### Special conditions for improved disability benefits

§ 7 I. 2. a) of the agreed General Accident Insurance Conditions and, insofar as agreed, clause 1 of the Special Conditions for the Insurance of Accident Disability Benefits are altered as follows:

The following fixed degrees of disability apply – without evidence of greater or lesser disability – in the event of loss or functional incapacity of

- an arm 80 %
- an arm up until the upper part of the elbow joint 75 %
- an arm below the elbow joint 70 %
- a hand 70 %
- a thumb 28 %
- an index finger 20 %
- another finger 15 % (in the event of loss of all fingers of one hand, a maximum of 70 % is reimbursed)
- a leg above the mid-thigh 80 %
- a leg up to the mid-thigh 70 %
- a leg below the knee 60 %
- a leg up to the middle of the lower leg 55 %
- a foot 50 %
- a big toe 15 %
- other toes 8 %
- an eye 50 %
- in the event of loss of the other eye prior to the accident 70 %
- hearing in one ear 30 %
- in the event of loss of hearing in the other ear prior to the accident 45 %
- sense of smell 20 %
- sense of taste 15 %
- a kidney if the other kidney remains unaffected 20 %
- the spleen 10 %
- the ability to speak 100 %

Upon partial loss or partial loss of use, the corresponding proportion of the relevant percentage is assumed.

### Payment of disability benefits following diagnosis

By way of partial derogation from § 7 I. of the agreed General Accident Insurance Conditions, the insurer will pay disability benefits amounting to the stated degree of disability immediately after a diagnosis has been made in the following cases:

Diagnosis	Share of the value of the agreed schedule of compensation
Cruciate ligament rupture	1 / 10 of the value for the leg above the mid-thigh
Calcaneus fracture	2 / 10 of the value for the foot
Ankle joint fracture	1 / 20 of the value for the leg above the mid-thigh
Tibia fracture	1 / 7 of the value for the leg above the mid-thigh
Patella fracture	1 / 7 of the value for the leg above the mid-thigh
Femoral neck fracture	1 / 7 of the value for the leg above the mid-thigh
Colles fracture or radial head fracture	1 / 10 of the value for the arm
Humeral head fracture	1 / 7 of the value for the arm
Compression fracture of a vertebral body	10 % of the agreed basic sum insured for disability

The insured person's right to provide evidence for a greater degree of disability in the form of a medical opinion remains unaffected by this condition.

### Special conditions for improved transition payment

§ 7 II. of the agreed General Accident Insurance Conditions is expanded as follows:

If there is still accident-related impairment of the normal physical or mental performance of the insured person both at work and outside work and if this impairment has existed until then without interruption, the insurer will pay

- a) after 3 months and 100 % impairment 50 % of the agreed sum insured and
- b) after 6 months and an at least 50 % impairment 100 % of the agreed sum insured minus the payment made in accordance with a). The transition payment needs to be asserted by the policyholder or the insured person at the latest 1 month after expiry of the period stipulated under a) or b) and together with the provision of a medical certificate.

### Special conditions for daily hospital allowance in the event of a treatment in medical facilities that offer both treatment and rehabilitation

In amendment of § 7 IV. of the agreed General Accident Insurance Conditions, the following is agreed:

If inpatient treatment takes place in a facility that offers treatment as well as rehabilitation services, the entitlement to daily hospital allowance continues to apply

- in the event of an emergency hospitalization;
- or
- if the medical institution is the only hospital in the vicinity of the insured person's place of residence.

### Special conditions for daily hospital and convalescence allowance in the event of an outpatient operation

By way of derogation from § 7 IV. of the agreed General Accident Insurance Conditions, the insurer will pay the agreed daily hospital and convalescence allowance also according to the following conditions:

#### 1. Benefit requirements:

The insured person undergoes an operation on at least a full limb under general or regional anesthesia as a result of an accident.

#### 2. Benefit amount:

2.1 The agreed daily hospital and convalescence allowance is paid for at least 3 days.

2.2 The insurer will also pay if the accident-related operation in accordance with clause 1 is carried out as an outpatient operation, thereby preventing the need for a hospital stay.

### Special conditions for extended daily hospital allowance

In amendment of § 7 IV. 1. of the agreed General Accident Insurance Conditions, the daily hospital allowance for accident-related inpatient hospital stays is paid within 5 years from the day of the accident, but no longer than for a maximum period of two years for the sum of all inpatient hospital stays necessary as a result of the accident.

### Special conditions for the inclusion of a combination of rooming-in allowance and school absence allowance

In amendment of § 7 of the agreed General Accident Insurance Conditions (AUB) and in accordance with the following conditions, the insurer will pay a

#### Rooming-in allowance

##### 1. Benefit requirements:

The insured child

- is under the age of 8 at the time of the accident;
  - is in medically necessary inpatient treatment as a result of the accident;
- and

• a parent or legal guardian stays overnight at the hospital together with the insured child (rooming-in).

The policyholder needs to prove that these requirements have been fulfilled by providing a medical certificate. Stays at a health resort or sanitarium do not constitute medically necessary treatment.

##### 2. Benefit amount and duration:

The insurer will pay the rooming-in allowance for a maximum period of 1 year from the day of the accident and amounting to a sum insured of € 40 for each night a parent or legal guardian spends at the hospital. The conditions of § 8 AUB are taken into account.

#### School absence allowance

##### 1. Benefit requirements:

The insured child

- is under the age of 8 at the time of the accident;
- cannot attend a school providing general education or a similar institution for more than 6 weeks as a result of the accident; several absences from school as a result of the same accident are considered as one uninterrupted period of absence from school.

The policyholder needs to prove that these requirements have been fulfilled by providing a medical certificate and a respective statement by the school. School holidays or temporary closing of the school do not constitute school absence.

## 2. Benefit amount and duration:

The insurer will pay the school absence allowance from week 7 of school absence for every school day and up to a maximum period of 1 year from the day of the accident; the allowance amounts to € 40 (daily rate). The conditions of § 8 AUB are taken into account.

## Special conditions for the insurance against robbery or hostage-taking

In amendment of § 7 of the agreed General Accident Insurance Conditions, the insurer will pay if the insured person has become the victim of robbery or hostage-taking, even if the insured person was not injured in the process.

### 1. Benefit requirements:

The robbery or hostage-taking has been reported to and recorded by the police as a criminal act.

### 2. Benefit amount:

Benefits are paid up to the amount of € 3,000.

## Special conditions for the insurance of assistance in the event of severe injury

In amendment of § 7 of the agreed General Accident Insurance Conditions, the insurer will pay benefits in the event of severe injury in accordance with the following conditions:

After an accident and in accordance with the following conditions, the insurer pays an advance payment for any of the following severe injuries:

- paraplegia as a result of spinal cord injuries;
- amputation of at least an entire foot or of an entire hand;
- craniocerebral injuries after an unequivocally established cerebral contusion or cerebral hemorrhage;
- severe multiple injuries / polytrauma;
- fracture of two long bones in different parts of the body (e. g. leg and arm fracture) or
- damages to two inner organs resulting in destroyed tissue or
- combination of at least two of the following injuries: fracture of a long bone, fractured pelvis, spinal fracture, damage to an inner organ resulting in destroyed tissue;
- 2nd and 3rd degree burns of more than 30 % of the body surface;
- loss of sight or severe visual impairment of both eyes; in the event of visual impairment: visual acuity of not more than 1 / 20.

The right to benefits arises after the occurrence of the accident. The policyholder is required to provide evidence for a severe injury by means of a medical certificate. The right to benefits ceases if such claims are not asserted within one year from the day of the accident. If the insured person has several accident insurance policies with the same insurer, the respective benefits can only be claimed from one of these policies.

### Benefit amount

Benefits are paid up to the amount of € 5,000.

## Special conditions for the insurance of rehabilitation allowance within accident insurance

In amendment of § 7 of the agreed General Accident Insurance Conditions (AUB), the insurer will pay rehabilitation allowance in accordance with the following conditions:

### 1. Benefit requirements:

1.1 The insured person has undergone

- a medically necessary inpatient rehabilitation measure
- as a result of an accident subject to compensation in accordance with § 1 AUB
- because of the health damage or its consequences suffered through the accident
- within three years from the date of accident
- for a continuous period of at least three weeks.

The fulfillment of these requirements shall be proven by the policyholder or the insured person by providing a medical certificate.

1.2 Inpatient treatment with a focus on medical treatment of the consequences of the accident is not considered to be a rehabilitation measure.

### 2. Benefit amount:

Rehabilitation allowance of € 3,000 is paid once per accident in accordance with § 8 AUB.

Where the insured person is covered through several accident insurance policies with the same insurer, this benefit can only be claimed for one of these policies.

## Special conditions for the insurance of plastic surgery costs within accident insurance

In amendment of § 7 of the agreed General Accident Insurance Conditions, the insurer will reimburse plastic surgery costs as a result of an accident in accordance with the following conditions:

### 1. Benefit requirements:

- 1.1 The insured person has undergone plastic surgery after an accident. Plastic surgery is defined herein as a separate medical treatment after the end of the regular remedial treatment with the objective to repair an impairment of the insured person's physical appearance that was a result of the accident.
- 1.2 Plastic surgery shall take place within three years after the accident; in case of an accident suffered by an underage person, surgery must take place before the person reaches the age of 21.
- 1.3 A third party is not liable to pay or denies its liability to pay.

### 2. Benefit type and amount:

The insurer pays up to € 10,000 in compensation for proven

- physicians' fees and other surgery expenses,
- necessary costs for accommodation and catering in a hospital.

The insurer will also reimburse proven costs for dental treatment and dentures because of full or partial loss of incisors and canines as a result of the accident.

Where the insured person is covered through several accident insurance policies with the same insurer, this benefit can only be claimed for one of these policies.

## Special conditions for the insurance of rescue costs within accident insurance

In amendment of § 7 of the agreed General Accident Insurance Conditions, the insurer will reimburse rescue costs in accordance with the following conditions:

### 1. Benefit type:

- 1.1 The insurer will reimburse the costs for search, rescue, or recovery operations of rescue services organized in accordance with public law or private law insofar as fees are normally charged for this. The costs will also be reimbursed by the insurer if the accident was immediately threatening or to be expected due to the specific circumstances.
- 1.2 The insurer will reimburse the costs for transport of the injured person to the nearest hospital or to a special clinic, insofar as this is medically necessary and has been ordered by a physician.
- 1.3 The insurer will reimburse the additional expenses in connection with the return of the injured person to the location of his / her permanent residence, insofar as the additional costs arise from what has been ordered by a physician or were unavoidable because of the nature of the injury.
- 1.4 In case of a fatal accident, the insurer will reimburse the costs for transport of mortal remains of the insured person to his / her last permanent residence.

### 2. Benefit amount:

The benefit amount is limited to a total of € 25,000. Insofar as a third party (e. g. motor vehicle liability insurer, social insurance agency) is liable to pay in case of an insured event or where compensation can be claimed from other insurance contracts, such liabilities shall prevail. Where the policyholder can claim compensation from other insurance contracts, he / she is free to choose to which insurer he / she wants to report the insured event. If the policyholder reports the damage to Dialog Versicherung AG, the latter will make an advance payment in accordance with the present conditions.

Where another party denies its liability for damages, the policyholder or the insured person can contact the insurer directly. In this case, potential claims against other parties liable for damages have to be assigned to the insurer. Where the insured person is covered through several accident insurance policies with the same insurer, this benefit can only be claimed for one of these policies.

## Special conditions for the joint effect of illnesses or ailments

By way of derogation from § 8 of the General Accident Insurance Conditions, the degree of disability or the benefit will not be reduced if the joint effect of illnesses or ailments is less than 45 %.

## Special conditions for family insurance within accident insurance

In accordance with the following provision, the insurer offers family insurance without the need to pay an extra premium:

### 1. Benefit type:

Insurance cover is provided for the below listed joining relatives of the insured person for a duration of 15 months during the validity of the present contract:

- the spouse from the date of civil marriage or the civil partner from the starting date of civil partnership,

- the natural children from their date of birth.

Insurance cover is provided within family insurance exclusively for disability benefits and – insofar as one of these types of benefit was agreed for the insured person and / or the other parent – for death benefits and daily hospital allowance.

## 2. Benefit amount:

The sums insured in case of disability and death as well as for daily hospital allowance are

- for the spouse 50 % of the insured person's sum insured up to a maximum of € 25,000 for disability (basic sum insured) or death and a maximum of € 20 for daily hospital allowance,
- for the natural children 50 % of the insured person's sum insured and the sum insured of the co-insured other parent, insofar as the co-insurance of this parent is not a result of this family insurance, up to a maximum of € 25,000 for disability (basic sum insured) and € 5,000 for death and a daily hospital allowance of € 20.

### Special conditions for the evidence of the right to receive benefits

§ 11 I. of the General Accident Insurance Conditions is altered as follows:

The medical charges incurred by the policyholder as evidence of the right to receive benefits are assumed in full by the insurer.

### Special conditions for chemists, disinfection personnel and members of the medical professions

#### I. Inclusion of infections in accident insurance

Insured persons who work / are

- as chemists or disinfection personnel,
- as physicians, dentists, dental technicians, non-medical practitioners, (male) midwives, veterinaries,
- in nursing care (male or female nurses, children's nurses, nurse assistants),
- students in the field of medicine, dentistry or veterinary science

are, by way of derogation from § 2 II. 3. of the agreed General Accident Insurance Conditions (AUB), provided with the following insurance cover:

##### 1. Benefit requirements:

1.1 The insured person became infected while performing his / her occupation as stipulated in the contract.

1.2 From

- the patient's medical records,
- medical findings or
- the nature of the illness

it is clear that the causative agents have entered the body in one of the ways described in clause 1.3.

1.3 The causative agents have entered the body either

- through injury to the skin, whereby at least the outer layer of the skin must have been severed, or
- through the injection of infectious substances into the eye, mouth or nose.

Being breathed on, sneezed at or coughed at are not deemed as injection. Insured persons who work in medical professions are insured, however, against diphtheria and tuberculosis.

1.4 For insured persons who work as chemists or disinfection personnel cover does not include gradually occurring harm caused by their normal work with chemicals (occupational diseases).

##### 2. Extended cover in case of disability:

By way of derogation from § 7 I. 1. AUB, disability claims can still be made where disability as a result of an infection and in accordance with the present Special Conditions

- has occurred within three years after the accident and
- has been diagnosed by a physician in text form within this period and where the insured person have asserted this claim against the insurer within another three months.

#### II. Inclusion of health damage through X-ray and laser radiation in accident insurance

Insured persons who work / are

- as chemists or disinfection personnel,
- as physicians, dentists, dental technicians, non-medical practitioners, (male) midwives, veterinaries,
- in nursing care (male or female nurses, children's nurses, nurse assistants),
- students in the field of medicine, dentistry or veterinary science

are, by way of derogation from § 2 II. 1. of the agreed General Accident Insurance Conditions (AUB), provided with the following insurance cover:

The insurance cover includes health damage through X-ray and laser radiation as well as artificially generated ultraviolet radiation. Excluded from the cover are damages as a result of the normal handling of radiation generating equipment.

### Special conditions for increased benefits in case of simultaneously valid motor vehicle liability insurance

Where the insured person suffers an accident as operator or passenger of a motor vehicle covered under liability insurance by Dialog Versicherung AG, the potential benefits from accident insurance increase by 25 %.

This only applies for the following benefit types:

- disability,
- accident benefits,
- daily hospital allowance,
- convalescence allowance,
- daily allowance,
- transition payment,
- damages for pain and suffering in case of bone fractures,
- fatal accident,

insofar as they are actually agreed on.

### Errors and omissions clause

In addition to § 10 of the General Accident Insurance Conditions, the following condition shall apply:

Where the policyholder fails to make a required notification or to fulfill any other obligation, the insurer is not exempt from his liability to pay when the policyholder or the insured person proves that his / her failure was the result of an error or omission and that he / she immediately made up for it.

In case of notification of a situation that results in the payment of an additional premium, such premium must be paid retrospectively for the period during which this situation occurred.

---

## General Insurance Conditions for the Insurance of Assistance Services (PROTRIP-WORLD Additional Assistance 2014) of Europ Assistance SA, Niederlassung für Deutschland

### I. Assistance in case of loss of means of payment

1. Where the insured person finds himself / herself in a financial emergency during a trip abroad as a result of theft, robbery or other loss of his / her travel funds, the insurer will establish contact to the insured person's main bank.

If contacting the main bank is not successful within 24 hours after the working day following the notice of claim, the insured person can take out a loan with the insurer up to € 1,600 per insured event.

2. Loan payment will only be made on submission of a written unconditional letter of commitment of the insured person to the insurer to pay back the loan at the latest 30 days after receiving it.

3. Any loss in case of a suspected criminal act must be reported immediately to the responsible police department; the insured person needs to have his / her notification confirmed by the police. In any case, inquiries need to be made with and confirmed by the lost property office.

### II. Assistance in case of loss of documents

1. Where the insured person finds himself / herself in an emergency situation during a trip abroad as a result of theft, robbery or other loss of his / her travel documents, the insurer will provide him / her with information about the responsible authorities and documents required to issue the necessary replacement documents for finishing the trip.

2. The insurer will reimburse the costs for obtaining the replacement documents required abroad to finish the trip. Any costs incurred by issuing replacement documents after the end of the trip are not covered.

3. Any loss in case of a suspected criminal act must be reported immediately to the responsible police department; the insured person needs to have his / her notification confirmed by the police. In any case, inquiries need to be made with and confirmed by the lost property office.

### III. Assistance in case of criminal prosecution

1. Where the insured person is arrested or threatened to be arrested, the insurer will provide help in finding a lawyer and an interpreter.
2. The insured person can take out a loan with the insurer of up to € 12,000 for the payment of court, lawyer and interpreter fees or for the payment of a bail.
3. Loan payment will only be made on submission of a written unconditional letter of commitment of the insured person to the insurer to pay back the loan at the latest 30 days after receiving it.

### IV. Return trip in case of an emergency

1. In the event of death, severe injury or unexpected serious illness of a relative, the insurer will organize the return trip from abroad and reimburse the additional expenses for traveling by train or plane (economy class).

Relatives of the insured person according to the policy are spouses, children, parents, partners (cohabitation), life partners (in accordance with Law on Civil Partnership (LPartG)), stepparents, stepchildren, grandparents, grandchildren, siblings, parents-in-law, children-in-law, brothers-in-law and sisters-in-law.

2. In the event of damage to property of the insured person as a result of fire, acts of God or criminal acts of a third party, the insurer will organize the return trip from abroad and reimburse the additional expenses for traveling by train or plane (economy class).

Precondition for the payment of the claim: the damage is substantial with regard to the financial situation and personal assets of the damaged party or the presence of the insured person is required for damage assessment.

3. Travel services that were not made use of will not be reimbursed. For every insurance year, the insurer will provide payment for a maximum of two insured events of this kind.

### V. Arrival of a person in a position of trust in case of an emergency

1. Where the insured person undergoes inpatient treatment for more than five days during a trip abroad due to severe injuries as a result of an accident or due to unexpected serious illness, the insurer will, at the request of the insured person, organize the arrival and departure of a person in a position of trust to the hospital and from there back to his / her home; the insurer will further pay his / her travel expenses by train or plane (economy class) as well as the costs for simple accommodation. Benefits are paid per insured event up to a maximum amount of € 4,000.

### VI. Special exclusions

No insurance cover is provided for benefits under IV. and V.

1. insofar as the illness is a psychological reaction to war, unrest, an act of terror, a plane crash or the fear of war, unrest or acts of terror;
2. in case of chronic mental illnesses, also if they occur in phases, and in case of addiction.

### VII. Obligations after occurrence of the insured event

1. The insured person has to submit the following documents to the insurer:

- a) proof of insurance, booking records and invoices;
- b) in case of severe injuries as a result of an accident and unexpected serious illness: a medical certificate; in case of mental illness: a certificate from a psychiatry specialist;
- c) death certificate in case of death;
- d) appropriate proof in case of damages to property and in case of fire or acts of God during the journey (e. g. police records);
- e) in case of loss of means of payment or loss of documents: a certificate of the lost property office and (if necessary) evidence that the loss was reported to the police;
- f) evidence for imminent or actual criminal prosecution.

2. As evidence for the insured event, the insured person is further obliged to grant the insurer the right (if requested) to verify any severe injuries as a result of an accident or any unexpected serious illness by means of a certificate of a medical specialist.

3. If one of these obligations is intentionally breached, EA is exempt from its liability to pay. In case of a grossly negligent breach of the obligation, EA is entitled to reduce its benefits according to the severity of the fault of the insured person. The policyholder must prove that he / she did not act with gross negligence. EA remains liable to pay if the breach had no influence on either the ascertainment or the extent of EA's liability to pay, unless the insured person acted fraudulently.

---

## General Insurance Conditions for the Insurance of Baggage (AVB Reisegepäck 2008) of Dialog Versicherung AG

### 1 Insured objects and people

1.1 The insurance policy covers your entire baggage as well as the baggage of your family members traveling with you and of your partner and his / her children listed in the insurance policy, as long as these individuals live with you in a joint household (insured persons).

Persons living in a joint household with you and undertaking travel alone or separately in accordance with paragraph 1 shall only be covered by the policy if a special agreement has been made.

1.2 All objects pertaining to personal travel necessities taken on a trip, carried on the body or in clothing, or conveyed by a conventional means of transportation shall be deemed to be baggage. Gifts and souvenirs acquired on the trip shall also be considered to be baggage. Objects that are usually only carried for professional purposes shall only be insured if a special agreement has been made. Objects that are permanently kept in a place that is not your principal residence (e. g. in second homes, boats, caravans) shall only be deemed to be baggage in the event that they are taken from this place on trips, journeys or walks.

1.3 Collapsible boats, inflatables, and other sports equipment, including their accessories, shall only be covered while they are not being put to their intended use. Outboard motors are always excluded regardless of the situation.

1.4 Furs, jewelry, objects made of precious metals, photographic and film equipment and portable video systems, including their accessories, shall only be insured – notwithstanding the compensation limit specified in clause 4.1 – if they

1.4.1 are carried / used properly or

1.4.2 are carried securely in personal safekeeping or

1.4.3 are handed over to a hotel or other form of lodging for safekeeping or

1.4.4 are located in a properly locked room of a building, passenger ship, or guarded check room; however, this shall only apply to jewelry and objects made of precious metals if, in addition, they are accommodated in a sealed container, which offers an increased level of security that also protects against removal of the container itself.

Furs, photographic and film equipment and portable video systems, including their accessories, shall also be covered if they are placed in a properly sealed container, which does not allow the contents to be seen from outside, belonging to a transport company or baggage room / checkroom.

1.5 Excluded from cover are: money, securities, tickets, certificates and documents of any kind, objects of predominantly artistic or sentimental value, contact lenses, prostheses of any kind, as well as land, air, and water vehicles, including their accessories, including bicycles, hang-gliders and windsurfing equipment (see clause 1.3 regarding collapsible boats and inflatables). However, the insurance does cover identification papers (clause 11.1.4).

### 2 Insured risks and damages

Insurance cover shall apply:

2.1 if insured objects are lost, destroyed or damaged while the baggage is in the safekeeping of a transport company, a hotel or other form of lodging, a porter, or a baggage room / check room;

2.2 during the remainder of the journey for damages listed in clause 2.1 caused by:

2.2.1 theft, burglary, robbery, extortion with robbery, willful destruction or maliciousness on the part of third parties (intentional damage to property);

2.2.2 loss – not including leaving something behind – up to the limit of compensation stipulated in clause 4.2;

2.2.3 an accident involving a means of transportation or an accident of an insured party;

2.2.4 the non-intentional effects of water, including rain and snow;

2.2.5 storms, fires, lightning strikes, or explosions;

2.2.6 force majeure;

2.3 if baggage is not handed over in due time (if baggage does not reach the destination on the same day as you or other insured persons). The proven expenses for replacement purchases up to 10 % of the sum insured shall be reimbursed up to a maximum of € 400 per insured event.

### 3 Excluded risks and damages

3.1 The following risks are excluded:

3.1.1 war, civil war or warlike events and such risks and damages that (irrespective of the state of war) result from the hostile use of instruments of war and from the existence of instruments of war as a consequence of one of the above mentioned risks;

3.1.2 strike, lockout, industrial unrest, terrorist or political violence, irrespective of the number of participating persons, riots or other civil unrest;

3.1.3 confiscation, deprivation of possession or other acts of authorities;

3.1.4 use of chemical, biological, biochemical substances or electromagnetic waves as weapons that are a danger to public safety, regardless of other contributing causes;

3.1.5 nuclear energy or other ionizing radiation.)\*

\*) In the Federal Republic of Germany, compensation for loss or damage resulting from nuclear energy is governed by the Atomic Energy Act. Operators of nuclear facilities are obliged to provide cover and conclude (among other things) liability insurance policies for this purpose.

3.2 We will not compensate for damages that

3.2.1 were caused by the natural or deficient properties of the insured objects, or by wear and tear;

3.2.2 occur during camping within the area utilized for this purpose.

#### 4 Objects and damages subject to limited liability for damages

4.1 Damage to furs, jewelry, objects made of precious metals, photographic and film equipment and portable video systems, including their accessories (clause 1.4), are covered up to a maximum of 50 % of the sum insured per insured event. The clauses 5.1.3 and 5.2 sentence 2 remain unaffected.

4.2 Damage

4.2.1 as a result of loss (clause 2.2.2),

4.2.2 to gifts and souvenirs acquired on the trip is in each case covered up to 10 % of the sum insured, up to a maximum of € 400 per insured event.

#### 5 Insurance cover for motor vehicles and recreational watercraft

5.1 Cover is only provided against theft or burglary from motor vehicles or trailers parked without supervision on condition that the baggage is located in a fully enclosed and properly locked interior or trunk.

5.1.1 We shall only be liable for the full sum insured if it can be proven that

5.1.1.1 the damage occurred during the day, i. e. between 6am and 10pm, or

5.1.1.2 the motor vehicle or trailer was parked in a locked garage (parking lots and underground car parks for public use are not sufficient), or

5.1.1.3 the damage occurred during a break in the journey of no longer than two hours.

5.1.2 If you and the other insured persons are unable to prove any of the conditions of clause 5.1.1, then compensation shall be limited to € 250 per insured event.

5.1.3 Furs, jewelry, objects made of precious metals, photographic and film equipment and portable video systems, including their accessories, are not insured in motor vehicles or trailers parked without supervision.

5.2 With regard to unsupervised recreational watercraft, the policy only covers theft, burglary, and willful destruction or maliciousness on the part of third parties (malicious damage to property) if the objects are located in a fully enclosed interior of the watercraft, which is secured with a security lock (cabin, box, or similar). Furs, jewelry, objects made of precious metals, photographic and film equipment and portable video systems, including their accessories, are not covered in unsupervised recreational watercraft.

5.3 Supervision shall only be deemed your constant presence or that of another insured person or a person in a position of trust appointed by you or another insured person with the object to be safeguarded, but not, for example, the guarding of a place that is open to general public use or a similar situation.

5.4 Should you or another insured person breach one of the above obligations, the legal consequences are stipulated in clause 14.4.

#### 6 Duty of disclosure – what are the obligations to notify upon contract conclusion and the consequences of non-disclosure?

6.1 Correctness and completeness of the information about risk-related circumstances

You are obliged, by the time you issue your contract statement, to disclose completely and truthfully all risk-related circumstances known to you about which we asked in text form and which are material to our decision to arrange the policy with the agreed content. If we ask questions within the meaning of the first sentence of this paragraph in text form after your contract statement has been issued but before the contract has been accepted, you shall also be obliged to answer them. Risk-related circumstances are those circumstances that are material to our decision to arrange the policy at all or with the agreed content.

If the contract is concluded by your representative and if he / she is aware of the risk-related circumstances, you shall be treated as if you yourself had known about it or had fraudulently concealed your knowledge about it.

6.2 Withdrawal

6.2.1 Requirements for withdrawal

Where incomplete and incorrect information about the risk-related circumstances is given, we shall be entitled to withdraw from the insurance contract.

6.2.2 Exclusion of the right of withdrawal

We have no right of withdrawal if you or another insured person prove that you or the other insured person neither acted with intent nor with gross negligence when providing incorrect or incomplete information. We have no right of withdrawal due to a grossly negligent breach of the duty of disclosure if you prove that we would also have concluded the contract, although with different terms and conditions, had we known about the non-disclosed circumstances.

6.2.3 Consequences of withdrawal

There will be no insurance cover in case of withdrawal. Where we withdraw from the contract after the occurrence of an insured event, we are obliged to provide insurance cover if you or another insured person prove that the circumstance about which incorrect or incomplete information was provided was not the reason for either the occurrence of the insured event or the ascertainment or the extent of the benefit.

There will be, however, no insurance cover in such a case if you fraudulently breached the duty of disclosure. We are entitled to the part of the premium that relates to the contract period before the notice of withdrawal entered into effect.

6.3 Cancellation

Where we have no right of withdrawal because the breach of the duty of disclosure was caused neither by intent nor by gross negligence, we shall be entitled to cancel the insurance contract subject to a period of notice of one month. We have no right of cancellation if you or another insured person prove that we would also have concluded the contract, although with different terms and conditions, had we known about the non-disclosed circumstances.

6.4 Retrospective policy adjustment

Where we cannot withdraw from the contract or cancel the contract because we would also have concluded the contract, although with different terms and conditions, had we known about the non-disclosed circumstances, such different terms and conditions retrospectively become part of the contract at our request. If neither you nor another insured person is responsible for the breach of obligation, the remaining terms and conditions become part of the contract from the current insurance period on.

If the premium increases by more than 10 % due to adjustment of the policy or if we exclude cover for the non-disclosed circumstance, you may cancel the contract in text form and without notice within one month after you received our notification. We have to draw your attention to this right of cancellation in our notification.

6.5 Exercising our rights

We need to assert our rights under clause 6.2 to 6.4 within one month in text form. The period starts when we become aware of the breach of the duty of disclosure that justifies our asserted right. We have to name the circumstances our statement is based on. Within one month, we can also subsequently state other circumstances to justify our statement.

We are only entitled to the rights under clause 6.2 to 6.4 if we have drawn your attention to the consequences of a breach of the duty of disclosure in text form by means of a separate notification. We cannot claim our rights under clause 6.2 to 6.4 if we were aware of the non-disclosed risk-related circumstance or the incorrectness of the disclosed information.

6.6 Cessation of our rights

Our rights of withdrawal (clause 6.2), cancellation (clause 6.3) and policy adjustment (clause 6.4) cease with expiry of a period of five years after conclusion of the contract. The period has a duration of ten years if you or your representative intentionally or fraudulently breached the duty of disclosure.

6.7 Rescission

Our right to rescind the contract due to fraudulent misrepresentation remains unaffected.

#### 7 What to do in the event of an increase in risk

7.1 Increase in risk – definition:

7.1.1 An increase in risk occurs when, after you issued your contract statement, the actual circumstances are altered in a way that makes a claim or an increase in damage or unjustified claims against us more likely.

7.1.2 An increase in risk occurs in particular – but not limited to a situation – when there is a change to a risk-related circumstance we asked you about prior to the conclusion of the contract in text form.

7.1.3 No increase in risk in accordance with clause 7.1.1 occurs, when there has only been an immaterial change in the risk or if the risk is to be deemed as included in the policy according to the situation.

7.2 Your obligations and obligations of other insured persons

7.2.1 After issuing your contract statement, neither you nor any other insured person shall be allowed to increase a risk or allow a third party to increase a risk without our prior consent.

7.2.2 Where you or another insured person retrospectively become aware of the fact that a risk has been increased or allowed to increase without our prior consent, either you or another insured person are obliged to inform us immediately about this increase in risk.

7.2.3 You or another insured person need to inform us immediately about any increase in risk that occurs after you issued your contract statement and that is beyond your control, after you or another insured person have become aware of the respective situation.

7.3 Cancellation or adjustment of policy through us

7.3.1 Our right of cancellation

Where you or another insured person breach an obligation under clause 7.2.1, we may cancel the contract without notice if you or another insured person acted with intent or gross negligence when breaching the obligation.

If the breach is based on simple negligence, we can cancel the contract by giving one month's notice. If we become aware of an increase in risk in the cases stipulated in clauses 7.2.2 and 7.2.3, we can cancel the contract by giving one month's notice.

7.3.2 Policy adjustment

Instead of cancelling the policy, we can demand an appropriately raised premium in accordance with our business principles or exclude cover for the increased risk from the time of the increase in risk. If the premium increases by more than 10 % in such a case or if we exclude cover for the increased risk, you may cancel the contract without notice within one month after you received our notification. We have to draw your attention to this right of cancellation in our notification.

#### 7.4 Cessation of our rights

Our rights of cancellation or policy adjustment under clause 7.3 cease if we do not assert them within one month from the date we become aware of the increase in risk or if the condition prior to the increase in risk is restored.

#### 7.5 Exemption from liability to pay due to increase in risk

7.5.1 If an insured event occurs after an increase in risk, we are not liable to pay if you or another insured person intentionally breached the obligations stipulated in clause 7.2.1. In case of a grossly negligent breach of these obligations by you or another insured person, we are entitled to reduce our benefits according to the severity of your or the other insured person's fault. You or another insured person must prove that you or he / she did not act with gross negligence.

7.5.2 In the event of an increase in risk in accordance with clauses 7.2.2 and 7.2.3, we are not liable to pay in case of a grossly negligent breach of your obligations, if the insured event occurs later than one month after we should have received the notification. In case of a grossly negligent breach of the obligations by you or another insured person, clause 7.5.1 sentences 2 and 3 apply accordingly. Our liability to pay continues to apply if we were aware of the increase in risk at the point in time stipulated in sentence 1.

#### 7.5.3 Our liability to pay also continues to apply

7.5.3.1 if you or another insured person prove that the increase in risk was not the reason for the occurrence of the insured event or the extent of the liability to pay; or

7.5.3.2 if at the time of the insured event our period of notice had expired and we did not cancel the policy; or

7.5.3.3 if we, instead of cancelling the policy, demanded an appropriately raised premium in accordance with our business principles from the time of the increase in risk.

### 8 Start, end and area of validity of cover

8.1 Within the agreed contract period, cover starts at the point at which insured objects are removed from your permanent residence for the purpose of immediately embarking on the journey and ends as soon as the insured objects are returned to said permanent residence. If, in the event of a trip taken by motor vehicle, the baggage is not unloaded immediately upon arrival at the permanent residence, then cover shall end upon said arrival.

8.2 In the case of insurance agreements of less than one year's duration, cover shall be extended beyond the agreed contract period up until the end of the journey if the journey is delayed for reasons that are beyond your or another insured person's control and if you and the other insured persons are not in a position to apply for a renewal.

8.3 The insurance cover applies to the agreed area of validity.

8.4 Trips, walks and stays within your permanent place of residence are not deemed as journeys.

### 9 How to calculate the sum insured; definition of the insured value

9.1 The sum insured shall correspond to the insured value of the entire insured baggage according to clause 1. Gifts and souvenirs acquired on the journey are not taken into consideration.

9.2 The insured value shall be the amount that is generally required to procure new items of the same type and quality at your permanent residence minus an appropriate amount to reflect the condition (age, wear, use, etc.) of the insured objects (current value).

### 10 Payment of premiums and duration of contract

#### 10.1 Start of insurance cover

The insurance cover starts on the date stipulated in the insurance policy when you pay the first or single premium immediately after it is due in accordance with clause 10.2.1.

#### 10.2 Payment and consequences of late payment of the first or single premium

10.2.1 The first or single premium is due immediately on taking out the insurance policy, but not prior to the start of insurance cover. If payment of the annual premium in installments was agreed, only the first installment of the first annual premium shall be deemed to be the first premium.

#### 10.2.2 Default

If you do not pay the first or single premium on time, you are considered to be in default 30 days after the expiry of the period stipulated in clause 10.2.1 and after receipt of a request for payment, unless you are not responsible for the delayed payment.

#### 10.2.3 Later start of insurance cover

If neither you nor another insured person pay the first or single premium on time but at a later point in time, the insurance cover only starts from this later point in time if you were informed about this legal consequence by separate written notification or by a prominent notice in the insurance policy. This shall not apply if you prove that you were not responsible for non-payment.

#### 10.2.4 Withdrawal

If neither you nor another insured person pay the first or single premium on time, we are authorized to withdraw from the contract until the payment is made. We are not allowed to withdraw if you prove that you are not responsible for non-payment.

#### 10.3 Due date and consequences of late payment of a renewal premium

#### 10.3.1 Due date and timeliness of payment

A renewal premium is due on the agreed date of the respective insurance period. Payment shall be deemed on time if it is made within the period stipulated in the insurance policy or premium statement. Failure to pay a renewal premium on time shall constitute default without reminder unless you are not responsible for the late payment. We are entitled to request compensation for the loss incurred through the delay.

#### 10.3.2 Request for payment

Failure to pay a renewal premium on time authorizes us to send you a request for payment and set a payment period of at least two weeks in text form and at your expense (reminder). The reminder is only valid if we provide details on the backlog of payments consisting of premium, interest and costs and inform you about the legal consequences – exemption from liability to pay and right of cancellation – of a failure to pay on time.

#### 10.3.3 Loss of insurance cover

If you are still in default of payment after expiry of the deadline, there will be no insurance cover from this point until payment is received (exemption from liability to pay), provided that we informed you respectively in our request for payment according to clause 10.3.2.

#### 10.3.4 Cancellation

If you are still in default of payment after expiry of the deadline, we can cancel the contract without notice provided that we informed you respectively in our request for payment according to clause 10.3.2. If we have cancelled the contract and you pay the requested amount within one month after the cancellation, the contract remains in effect. There is, however, no insurance cover for insured events that occurred between the expiry of the deadline stipulated in clause 10.3.2 and the payment.

#### 10.4 Direct debiting

#### 10.4.1 Your obligations

If you gave us a direct debiting authorization, you have to make sure you have sufficient funds in your account on the due date of the premium.

#### 10.4.2 Change of method of payment

If, through your fault, one or several premiums could not be collected despite repeated attempts to do so, we are authorized to cancel the direct debit agreement in text form. In the cancellation, we have to inform you of your obligation to transfer the due premium and future premiums yourself. You can be invoiced for any service fees charged by the banks for failed direct debit attempts.

#### 10.5 Payment by installments

Where payment by installments has been agreed, any outstanding installments shall be deemed deferred until the agreed payment dates. The deferred installments of the current insurance period are due immediately if you are in default of full or partial payment of an installment or if compensation becomes due.

#### 10.6 Contract duration

10.6.1 The contract is concluded for the period stipulated in the insurance policy.

#### 10.6.2 Automatic renewal

Where a policy period of at least one year is agreed, the policy shall be renewed after expiry of the agreed period for a further year in each case unless you or we have received a cancellation in text form at least three months prior to the expiry of the respective insurance year.

#### 10.6.3 End of contract

#### 10.6.3.1 Policy period of less than one year

Where a policy period of less than one year is agreed, the policy shall end at the stipulated time without any notice of cancellation being required.

#### 10.6.3.2 Cancellation of multi-year contracts

Where a policy period of more than three years is agreed, you may cancel the contract at expiry of the third year or of any subsequent year subject to a period of three months. The notice of cancellation in text form must reach us at least three months prior to the expiry of the respective insurance year.

#### 10.6.4 Premium in case of early cancellation

#### 10.6.4.1 General principle

In case of a cancellation of the insurance contract prior to expiry of the insurance period, we are only entitled to the part of the premium that relates to the period during which insurance cover was in effect.

#### 10.6.4.2 Premium in case of revocation

Where you exercise your right to revoke your contract statement within two weeks, we only need to reimburse the part of the premium that relates to the

period after receipt of the revocation. Prerequisite for this is that we informed you in the notice on the right of revocation about the legal consequences of revocation and about the payable premium and that you agreed that insurance cover will start prior to the end of the revocation period.

If we fail to inform you as stipulated in sentence 2 of this clause, we are obliged to also reimburse the premium paid for the first insurance year; this shall not apply, however, if you made use of benefits under the insurance contract.

10.6.4.3 Premium or fee for out-of-court work in case of revocation and withdrawal

If the insurance contract ends as a result of withdrawal because of a breach of a duty of disclosure (clause 6.2) or if we rescind the contract because of fraudulent misrepresentation (clause 6.7), we are entitled to the premium for the period before the notice of withdrawal or rescission entered into effect.

If we withdraw from contract in accordance with clause 10.2.4 due to delayed payment of the first or single premium, we are entitled to an appropriate fee for out-of-court work.

## 11 Compensation and underinsurance

11.1 We reimburse

11.1.1 the insured value of destroyed and lost objects at the time the damage occurred;

11.1.2 required repair costs and, if applicable, the remaining reduction in value, to a maximum of the insured value, for damaged objects that can be repaired;

11.1.3 only the value of the materials for films, image media, sound media and data media;

11.1.4 the official charges for the replacement of identity cards, passports, motor vehicle documents and other identification documents.

11.2 Consequential financial loss shall not be reimbursed.

11.3 If the sum insured in accordance with clause 9 is lower than the insured value at the time of the insured event (underinsurance), we shall only be liable in accordance with the proportional relationship between the sum insured and the insured value.

## 12 Occurrence of overinsurance and what to do in such a case

12.1 If the sum insured exceeds the value of the insured objects, both you and we can demand that the sum insured is reduced immediately to remove overinsurance.

12.2 From this point on, the premium will depend on the amount we would have demanded had the contract been concluded with its new content right from the start.

12.3 Where you concluded overinsurance with the intention to obtain an unlawful pecuniary advantage, any contract concluded with this intention is void. In such a case, we are entitled to the premium up to the date when we became aware of the circumstances that caused the contract to be void. Our potential claims for compensation remain unaffected.

## 13 Multiple insurance

13.1 Multiple insurance exists where the same risk is covered under several insurance contracts and where either the total sums insured exceed the insured value or where, for other reasons, the sum of compensation payments, which would have to be paid by each insurer in case there were no other parallel insurance policies, exceed the total damage.

13.2 Where multiple insurance has come about without your knowledge, you can ask for cancellation of the policy that was later arranged. You can also demand a reduction of the sum insured to the amount that is not covered by the policy arranged earlier. In this case, the premium needs to be reduced accordingly.

13.3 The right of cancellation or reduction shall cease if you fail to assert it within one month of becoming aware of the multiple insurance. The cancellation or reduction shall take effect when we receive the declaration in which it is requested.

13.4 Where you concluded multiple insurance with the intention to obtain an unlawful pecuniary advantage, any contract concluded with this intention is void. In such a case, we are entitled to the premium up to the date when we became aware of the circumstances that caused the contract to be void.

## 14 Your obligations and obligations of other insured persons; consequences of a breach of such obligations

14.1 You or another insured person have to

14.1.1 inform us immediately about any insured event;

14.1.2 avert and minimize damage wherever possible, submit claims for compensation against third parties (e. g. railway companies, post offices, shipping firms, airlines, hotel proprietors) properly and in due time or otherwise secure such claims and have to follow our instructions;

14.1.3 do everything in your / his / her power that could help clarify and resolve the matter. All documents that substantiate the reason for and level of the claim for compensation must be submitted by you or another insured person to the extent that the procurement of said documents can reasonably be expected of you or the other insured person. At request, you or the insured person shall also submit a list of all the objects insured according to clause 1 at the time the damage occurred.

14.2 Damage which occurred in the safekeeping of a transport company (including damage resulting from failure to deliver items in due time according to clause 2.3) or of a hotel or other form of lodging must be immediately reported by you or another insured person to said transport company, hotel or other form of lodging. Certification of this shall be submitted to us. In the case of damage that is not visible externally, the transport company shall be requested to view the damage and certify it immediately after its discovery. The relevant deadlines for making complaints in each case shall be observed.

14.3 Damage resulting from criminal acts (e. g. theft, robbery, intentional damage to property) must also be immediately reported by you or another insured person to the responsible police department, including submission of a list of all the objects lost. Your or another insured person need to have your / his / her notification confirmed by the police. In the case of damage resulting from loss (clause 2.2.2), you or another insured person shall make inquiries at the lost property office.

14.4 If you or another insured person intentionally breach an obligation that needs to be fulfilled in the event of a claim, we shall be exempt from the liability to pay. In case of a grossly negligent breach of obligations, we are entitled to reduce our benefits according to the severity of the fault. You must prove that you did not act with gross negligence.

14.5 Except for a case of fraudulent intent, we are obliged to pay if you or another insured person prove that the breach of obligation was neither the cause for the occurrence or determination of the insured event nor for the determination or scope of our liability to pay.

14.6 If you or another insured person breach the duty of disclosure or to provide information after the occurrence of an insured event, we are only exempt from our liability to pay in full or in part if we informed you about this legal consequence in text form by means of a separate notification.

## 15 Further cases of cessation of the liability for compensation

15.1 Where you or another insured person intentionally caused the damage, we are exempt from our liability for compensation.

15.2 Where you or another insured person act with gross negligence in causing the damage, we are entitled to reduce our benefits according to the severity of the fault.

15.3 Where you or another insured person act with fraudulent misrepresentation in trying to deceive us about facts that are relevant for the cause and amount of compensation, we are exempt from our liability for compensation.

## 16 Due date for payment of compensation and interest

16.1 Due date for payment of compensation

Compensation becomes due when our assessment regarding cause and amount of the claim is complete.

You can claim the minimum payable amount according to the respective circumstances as an installment one month after reporting the damage.

16.2 Interest

The following conditions apply for the payment of interest, unless there is any further obligation to pay interest in accordance with current legislation:

16.2.1 Interest on the compensation amount is to be paid from the time the damage is reported, unless compensation is paid within one month after notification of the damage.

16.2.2 The interest rate is 4 %.

16.2.3 Interest is to be paid together with the compensation.

16.3 Suspension

When calculating the deadlines in accordance with clause 16.2, the period during which the compensation could not be assessed or paid due to your fault or the fault of another insured person is not to be taken into account.

16.4 Deferment of payment

We can defer the payment as long as

16.4.1 there are doubts as to your authorization to receive the payment;

16.4.2 any regulatory or criminal proceedings against you or another insured person arising from this insured event are not yet completed.

## 17 Details on date and method of cancelling the contract following an insured event

17.1 Both parties may cancel the contract upon the occurrence of an insured event. Cancellation must be submitted in text form. It must be received by the other contracting party no later than one month after payment or denial of the compensation.

17.2 Cancellation by you

Where you cancel the contract, your cancellation will take effect immediately after being received by us. You may, however, determine that the cancellation shall take effect at a later point in time but not later than at the end of the current insurance period.

17.3 Cancellation by us

Our cancellation shall take effect one month after being received by you.

## 18 Statute of limitations for claims arising from the contract

18.1 Any claims arising from the insurance contract are subject to a limitation period of three years.

18.2 The period is calculated in accordance with the general conditions of the German Civil Code (BGB).

18.3 Where you have reported a claim under the insurance contract to us, the period from the start of the limitation period until you or another claimant

receive our decision in text form is not included in the calculation of the limitation period.

## 19 Subrogation of claims for compensation

### 19.1 Subrogation of claims for compensation

Where you have a claim for compensation against a third party, we are subrogated to this claim if we compensate the damage. This subrogation cannot be asserted to your disadvantage. If your claim for compensation is against a person with whom you lived in cohabitation when the damage occurred, the subrogation cannot be asserted unless this person has intentionally caused the damage.

### 19.2 Obligations to secure claims for compensation

You have to assert your claim for compensation or any right to secure this claim properly and in due time and assist us, as far as necessary, in enforcing such claim for compensation after its subrogation by us. Where you breach this obligation intentionally, we are exempt from our liability to pay insofar as we can consequently not claim compensation from the third party. In case of a grossly negligent breach of obligations, we are entitled to reduce our benefits according to the severity of your fault. You must prove that you did not act with gross negligence.

## 20 Handing over of statements and payments between you and our agent

### 20.1 Regarding your statements

The insurance agent (broker) is authorized to receive your statements on:

20.1.1 conclusion or revocation of an insurance contract,

20.1.2 an existing insurance contract including the cancellation of such contract,

20.1.3 duties of disclosure and to provide information prior to signing the contract and during the validity of the insurance contract.

### 20.2 Regarding our statements

The insurance agent is authorized to forward to you the insurance policies or their addendums issued by us.

### 20.3 Payments to the insurance agent

The insurance agent is authorized to accept payments made by you with regard to the procurement or the conclusion of an insurance contract. You only need to accept restrictions to this authorization if you were aware of the restriction at the time of the payment or if you were not aware of the restriction as a result of gross negligence.

## 21 Notifications to us and consequences of failure to provide information about a change of name or address

### 21.1 Form

If written form is not requested by law and unless otherwise stipulated in the present contract, all notifications and declarations intended for us and affecting the insurance contract and directly addressed to us are to be made in text form. All notifications and declarations intended for us are to be directed to our head office or to the responsible branch office as stipulated in the insurance policy or its addendums. Any legal provisions on the receipt of notifications and declarations remain unaffected.

### 21.2 Failure to notify us about a change of name or address

Where you failed to notify us of a change in your address, the posting of a registered letter to the last address and last name known to us shall suffice for the purposes of submitting any declaration of intent to you. The same applies in case you failed to notify us of a change of your name. The declaration shall be deemed received three days after the letter is sent.

## 22 Competent court

### 22.1 Actions against us

For actions against us arising from the insurance contract, the competent court depends on our head office or branch office responsible for the insurance contract. Where you are a natural person, local responsibility also lies with the court in whose district you have your residence or, in the absence of such, your habitual residence at the time the action is brought.

### 22.2 Actions against you

Where you are a natural person, actions against you arising from the insurance contract need to be brought before the court responsible for your residence or, in the absence of such, your habitual residence. Where the policyholder is a legal entity, the competent court shall also be determined by the registered office or branch office of such entity. The same shall apply if the policyholder is a partnership, limited partnership, civil partnership or registered partner company.

### 22.3 Unknown residence or residence outside the European Union, Iceland, Norway or Switzerland

Where your residence or habitual residence is unknown at the time the action is brought, the competent court for actions arising from the insurance contract against you depends on our registered office or branch office responsible for the insurance contract. If you move your residence to a country outside the European Union, Iceland, Norway or Switzerland, responsibility lies with the courts of the country where we have our office.

## 23 Applicable law

German law applies to this contract.

## 24 Sanction clause

Irrespective of the other contractual provisions, insurance cover only exists if and as long as there are no economic, trade or financial sanctions or embargoes of the European Union or the Federal Republic of Germany that are directly applicable to the contracting parties.

This also applies to economic, trade or financial sanctions or embargoes by the United States of America, provided they do not conflict with the legal provisions of the European Union or the Federal Republic of Germany.

---

# Special conditions for personal liability, baggage and accident insurance of Dialog Versicherung AG PROTRIP-WORLD (2014)

By way of derogation from or in addition to the General Insurance Conditions, the following Special Insurance Conditions apply for the additional package of the product PROTRIP-WORLD:

## I. General information

### 1. Insured persons

Insurance cover can be provided to all persons who are not older than 49 years of age at the start of insurance and who are on a temporary stay abroad.

### 2. Area of validity

Abroad / foreign country /-ies means all countries except the country where the insured person has his / her permanent residence. In case of an interruption of the stay abroad during the contract period for reasons of a temporary stay in the country where the insured person has his / her permanent residence, benefits are provided for immediately occurring claims on site if the insurance contract was concluded for a period of at least 3 months and if the temporary stay in the country of permanent residence, the start of which needs to be proven by the policyholder in the event of a claim, has not yet exceeded a duration of 6 weeks.

### 3. Conclusion of the contract

a) The insurance contract comes into effect upon receipt of the correctly completed application form (e. g. by handing out the insurance policy).

b) If insurance is applied for in the valid application form issued by the insurer for this purpose and if the premium is paid, the contract is already valid (subject to receipt of the correctly completed form by the insurer) on the date of payment or transfer of the premium (date of the postmark or date on the receipt slip of the bank). The copy of the application form remaining with the applicant is deemed as the insurance policy.

c) If insurance is applied for in the valid application form issued by the insurer for this purpose and if the intended direct debit mandate is given, the contract is already valid (subject to receipt of the correctly completed form by the insurer) on the date the application is sent (date of the postmark). The copy of the application form remaining with the applicant is deemed as the insurance policy.

d) If insurance is applied for electronically through the provided online form and if the direct debit mandate is given, the contract is already valid (subject to receipt of the completed online form by the insurer) on the date the application is sent (sending date of the email). The insurance certificate electronically sent to the applicant is deemed as the insurance policy.

The following conditions apply for points a) to d): The insurance contract only comes into final effect if you made no use of your right of revocation within the revocation period. For persons who are not insurable, no insurance contract comes into effect even in case of payment or receipt of the premium. If the premium is paid for an uninsurable person nonetheless, the premium is available to the sender (less the expenses of the insurer).

### 4. Payment and due dates of the premiums

The premium is a single premium and is due for the entire term of the insurance after receipt of the insurance policy and after expiry of the revocation period. In case of a term of the insurance of more than one month, the parties can agree on premium payment in monthly installments; such installments are in each case deemed deferred until they are due. The first installment of the premium shall be due at the start of insurance, the subsequent installments at the start of the following month. Any deferred installments are due immediately if the policyholder is in default with the payment of an installment.

### 5. Contract period

The insurance contract is concluded for the single journey. The minimum term of insurance is one month, the maximum term of insurance is five years. The exact duration of the insurance can be found on the insurance policy.

### 6. Cancellation right of the policyholder

After expiry of the term of insurance applied for, insurance cover will end automatically. Please inform us immediately if the insured person returns in advance from his / her trip. It only takes one call. You will then only have to pay the monthly premiums for the period prior to our receipt of this notification. The direct



debit mandate will be stopped and we will pay back any overpaid premiums immediately in full and you do not need to pay any service fees. Where you change your au pair or host family, we will calculate the premium based exactly on the actual number of days spent in the respective family. You only need pay for the actual insurance period and not for the full month. Reimbursement starts from a minimum reimbursement amount of € 10. No service fees will be charged for reimbursement.

## II. Accident insurance

### 1. Scope of services

The insurance policy covers occupational and non-occupational accidents worldwide (24-hour cover)

### 2. Sums insured

The sums insured per person are:

- € 10,000 death benefit,
- € 30,000 disability benefit,
- progression (increase in the sum insured in proportion to the degree of disability) of 350 %,
- € 25,000 for rescue costs,
- € 10,000 for plastic surgery.

### 3. Disability classification

Special conditions for accident insurance with a progressive disability classification of 350 % – if agreed

In amendment of clause 3 § 7 of the agreed General Accident Insurance Conditions, disability benefits will be paid based on the following table:

Degree of disability in % / Payment in % of the basic disability benefits

1 bis 25 / 1 bis 25	44 / 82	63 / 165	82 / 260
26 / 28	45 / 85	64 / 170	83 / 265
27 / 31	46 / 88	65 / 175	84 / 270
28 / 34	47 / 91	66 / 180	85 / 275
29 / 37	48 / 94	67 / 185	86 / 280
30 / 40	49 / 97	68 / 190	87 / 285
31 / 43	50 / 100	69 / 195	88 / 290
32 / 46	51 / 105	70 / 200	89 / 295
33 / 49	52 / 110	71 / 205	90 / 300
34 / 52	53 / 115	72 / 210	91 / 305
35 / 55	54 / 120	73 / 215	92 / 310
36 / 58	55 / 125	74 / 220	93 / 315
37 / 61	56 / 130	75 / 225	94 / 320
38 / 64	57 / 135	76 / 230	95 / 325
39 / 67	58 / 140	77 / 235	96 / 330
40 / 70	59 / 145	78 / 240	97 / 335
41 / 73	60 / 150	79 / 245	98 / 340
42 / 76	61 / 155	80 / 250	99 / 345
43 / 79	62 / 160	81 / 255	100 / 350

## III. Baggage insurance

### 1. Scope of services

With this baggage insurance, the insurer provides you with protection against financial loss in the event of loss of or damage to the insured baggage. This protection is valid for the entire duration of your journey.

### 2. Sums insured

The sum insured per person is € 2,000. Insurance cover is only provided for the person stated in the insurance policy but not for family members, life partners or persons living in cohabitation with the insured person. In the event of damage to furs, jewelry, objects made of precious metals, laptops, photographic and film equipment and portable video systems, including their accessories, the liability for damages per insured event is limited to a maximum of 50 % of the sum insured. The deductible for all damages to baggage is € 50 per insured event.

### 3. Laptops

Laptops are covered within the maximum insurance limits.

### 4. Camping

4.1. By way of derogation from clause 3.2.2 AVB Reisegepäck 2008, insurance cover is also provided for damages that occur during camping on an official camping site (run by authorities, associations or private enterprises).

4.2. Where things are left in the tent or caravan without supervision, insurance cover is only provided for damage as a result of theft, burglary as well as malice or intent by third parties (intentional damage to property) if

4.2.1 in case of tents:

the damage does not occur during nighttime. Nighttime is considered to be the time between 10pm and 6am. The tent must at least be closed with a zipper or buttons;

4.2.2 in case of a caravan:

it is properly secured by being locked.

4.2.3 Furs, jewelry and objects made of precious metals (clause 1.4 AVB Reisegepäck 2008) are not covered if they were kept without supervision in a tent or caravan.

4.2.4 Supervision shall only be deemed as being your constant presence with the object to be safeguarded or the presence of a person of trust appointed by you or another insured person, but not, however, the guarding of a place that is open to general public use or a similar situation.

4.3 Photographic and film equipment and portable video systems, including their accessories, watches, optical devices, hunting weapons, radio and television equipment, sound recording and reproducing devices, including their accessories, are only insured as long as they

4.3.1 are carried securely in personal safekeeping or

4.3.2 are placed with the administration of an official camping site for safekeeping or

4.3.3 are placed in a caravan properly secured by being locked or in a fully enclosed and properly locked motor vehicle on an official camping site.

4.4. Where a camping site other than an official one (see clause 4.1) is used, damages as a result of theft, burglary, robbery, extortion as well as malice or intent by third parties (intentional damage to property) are excluded from cover.

4.5. Where you or another insured person breach an obligation arising from this contract and required to be fulfilled prior to the occurrence of an insured event, we may cancel the contract without notice within one month of becoming aware of the breach of obligation. We have no right of cancellation if you prove that the breach of obligation was neither caused by intent nor by gross negligence. Where an obligation arising from this contract is intentionally breached, you and the other insured persons will lose your / their insurance cover. In case of a grossly negligent breach of obligations, we are entitled to reduce our benefits according to the severity of the fault.

Full or partial loss of insurance cover in case of a breach of a duty of disclosure and to provide information after occurrence of an insured event requires that we provided you or the other insured persons with a separate written notification about this legal consequence. Where you or another insured person prove that the obligation was not breached with gross negligence, insurance cover continues. Insurance cover will also continue if you or another insured person prove that the breach of obligation was neither the cause for the occurrence or determination of the insured event nor for the determination or scope of the benefits we are obliged to pay. This shall not apply if you or another insured person fraudulently breached the obligation.

### 5. Bicycles

5.1. By way of derogation from clause 1.5 AVB Reisegepäck, bicycles shall only be covered while they are not being put to their intended use.

5.2. In case of theft, insurance cover shall only apply if the bicycle was secured with a cable lock or a lock with similar security value (this does regularly not include frame locks) at the time of theft. Clause 2.1 AVB Reisegepäck remains unaffected. Where you or another insured person breach an obligation arising from this contract and required to be fulfilled prior to the occurrence of an insured event, we may cancel the contract without notice within one month of becoming aware of the breach of obligation. We have no right of cancellation if you prove that the breach of obligation was neither caused by intent nor by gross negligence.

Where an obligation arising from this contract is intentionally breached, you and the other insured persons will lose your / their insurance cover. In case of a grossly negligent breach of obligations, we are entitled to reduce our benefits according to the severity of the fault. Full or partial loss of insurance cover in case of a breach of a duty of disclosure and to provide information after occurrence of an insured event requires that we provided you or the other insured persons with a separate written notification about this legal consequence. Where you or another insured person prove that the obligation was not breached with gross negligence, insurance cover continues. Insurance cover will also continue if you or another insured person prove that the breach of obligation was neither the cause for the occurrence or determination of the insured event nor for the determination or scope of the benefits we are obliged to pay. This shall not apply if you or another insured person fraudulently breached the obligation.

5.3. We will only pay compensation for damages to things loosely attached to the bicycle and regularly used for its operation if they were stolen along with the bicycle.

5.4. The compensation per insured event is limited to € 250 if the theft takes place during nighttime. Nighttime is generally considered to be the time between 10pm and 6am.

5.5. You or another insured person have to acquire and keep documents about manufacturer, brand and frame number of the insured bicycles. Where you or another insured person breach this condition, you can only claim compensation if you are otherwise able to provide evidence for these features of the bicycle.

#### **IV. Personal liability insurance – Comfort**

##### **1. Sums insured and scope of services**

The total sum of benefits paid by the insurer for all insured events in one insurance year within personal liability insurance per insured person is twice the amount of the following sums insured:

- € 1,000,000 lump sum for personal injury and property damage;
- € 100,000 for damage to rented property;
- € 10,000 for damage caused during activities carried out as an intern.

Damages to a host family's immovable property are covered.

The deductible for all liability losses is € 100 per insured event.

##### **2. Special conditions for personal liability insurance**

###### **2.1 Insured risk**

2.1.1 Within the agreed General Liability Insurance Conditions (AHB) and the following terms and conditions, the insurance policy covers your compulsory personal liability arising from the dangers of everyday life.

###### **2.1.2 Excluded are the risks**

2.1.2.1 of your own or an external business or commerce, profession, service or post (including honorary posts). This does not apply to a job-specific internship as part of a degree course;

2.1.2.2 of a responsible position in associations of any kind;

2.1.2.3 of unusual or dangerous activities.

###### **2.2 Family, household and sports**

The policy covers your compulsory liability

2.2.1 as head of family and household (e. g. responsibility for minors);

2.2.2 as employer of persons working in your household;

2.2.3 from the use of bicycles;

2.2.4 from practicing sports, except for hunting and taking part in horse, bicycle or motor vehicle racing and the respective preparations (training).

###### **2.3 Vehicles, aircraft or watercraft**

No cover is provided for your liability as the owner, proprietor, holder or operator of motor vehicles, aircraft or watercraft as well as trailers and resulting from damages caused by the use of such vehicle / trailer.

##### **3. Special conditions for the insurance of au pair activities**

Insurance cover includes the compulsory liability of au pairs (professional liability insurance) from activities which the insured person is allowed to carry out due to his / her level of training. This protection also applies for language travelers who live in families with children and carry out activities similar to those of an au pair. The cover also includes personal injuries of the host parents and their children culpably caused by the au pair. Depending on the selected insurance tariff, the policy might also cover damage to immovable property of the host family.

##### **4. Inclusion of damage to rented property**

4.1 By way of derogation from clause 7.6 of the agreed General Liability Insurance Conditions, the cover includes your compulsory liability for property damage and all resulting financial losses to rented buildings, residential property and other rooms in buildings rented for private use.

###### **4.2 No cover is provided for**

###### **4.2.1 liability claims arising from**

- wear and tear as well as excessive use;
- damage to heating installations, machinery, boiler plants and water heating systems, and to electrical and gas appliances as well as all resulting financial losses;
- damage to glass insofar as you are able to take out a separate policy for this purpose;
- damage caused by mold;

4.2.2 rights of recourse that fall under the waiver of recourse in accordance with the agreement of fire insurers for overall insurance claims.

4.3 The maximum compensation per loss event is stipulated in the insurance policy and amounts to twice the amount of this sum for all insured events of an insurance year. The compensation for damage to rented property is set off against the sum insured for property damage.

##### **5. Subsidiary cover**

Where the insured persons are covered by other personal or professional liability insurance policies, insurance cover is only provided if and insofar as the other insurer is not liable to pay.

#### **V. Personal liability insurance – Plus**

##### **1. Personal third-party liability insurance**

1.1 Within the scope of the German General Terms and Conditions of Liability Insurance (Allgemeine Haftpflichtversicherungsbedingungen, hereinafter referred to as the "AHB") and the following provisions, and applicable to the person cited by name in the insurance policy (hereinafter referred to as the policyholder), coverage shall apply to the statutory liability of the policyholder in his capacity as a private individual arising from everyday perils.

The policy does not cover perils arising from

- the policyholder's or a third party's business or trade, of a profession, duty, or official position (including honorary posts). This does not apply to a period of vocational training undertaken during studies;
- pursuits entailing responsibility in an organization of any kind;
- of unusual and dangerous occupations.

1.2 Contrary to No. 1.1 above, the statutory liability of the policyholder arising from his exercising an honorary post is covered by the insurance.

The liability of the policyholder arising from his holding / exercising an office (full-time position) is not insured.

If another insurance policy exists for the activity described in the first paragraph above, insurance cover in the context of this agreement and the underlying special conditions on personal liability insurance shall extend only to loss / damage for which benefit is not obtainable under the other policy.

##### **2. Other persons insured**

###### **2.1 Spouses**

The insurance also extends to the similar statutory liability of the policyholder's spouse or registered civil partner with regard to the insured activities.

###### **2.2 Unmarried children**

2.2.1 2.2.1 The insurance extends to the similar statutory liability of children who are neither married nor co-habiting with a partner in civil union (including stepchildren, adopted children, and foster children); in the case of children who have come of age, however, only in as far as they are still attending uninterrupted schooling or an uninterrupted period of initial vocational training which followed on immediately from the schooling.

Initial vocational training includes apprenticeships and / or study – or the other way round, not, however, a second apprenticeship or second period of study, a period spent as a trainee lawyer, a period of practical training as a doctor, further training, and the like.

Insurance cover remains in force during a period of military or civilian service (including any additional voluntary service) during or following on from the vocational training.

"Immediately" and "uninterrupted" in the sense of this insurance means a period of up to twelve months' duration.

2.2.2 The insurance extends to the similar statutory liability of mentally handicapped children living in the same household who are neither married nor co-habiting with a partner in civil union (including stepchildren, adopted children, and foster children). The following applies to loss / damage caused by children covered under the insurance:

At the volition of the policyholder and provided that another insurance policy (e. g. a social security institution, hull insurer) is not obliged to pay, the insurer will refrain from citing exemption from criminal liability of minors (who are not responsible for their actions). Contributory fault of the injured party will be taken into consideration.

The insurer retains his rights to recover expenses against a third party liable for damages (e. g. due to failure to supervise), provided said persons are not insured under the policy.

The indemnity payable by the insurer is stated in the policy document.

###### **2.3 Civil partnerships**

Insurance cover extends – where explicitly agreed and stated in the policy and its endorsements – to the similar statutory liability as a private individual of a partner who is co-habiting in civil union with the policyholder, including his / her children within the meaning of No. 2.2 above, provided that neither the policyholder nor the insured partner is married.

###### **2.3.1 Insurance cover does not extend to liability claims**

- brought by the policyholder against other persons insured under the policy;

- brought by other persons insured under the policy against the policyholder;
- brought by other persons insured under the policy among themselves.

Insurance cover does, however, extend to claims of recourse from the transfer of rights from social insurance / social security institutions, private health insurance funds, private and public employers arising from a bodily injury claim.

2.3.2 Insurance cover lapses as from the time when the partners cease to live together in the same household.

2.4 Family members

Insurance cover extends to the similar statutory liability as a private individual of a single family member living together in the same household as the policyholder, such as a mother, father, grandmother, grandfather, grandchild, sibling, niece or nephew, as well as unmarried children who have come of age and have completed their education.

2.5 Family members requiring special nursing care who are living in the same household as the policyholder

Insurance cover extends to the similar statutory liability as a private individual of family members requiring special nursing care and living in the same household who have been rated as requiring at least Care Level 1 by the statutory long-term care insurance authorities.

Family members are the policyholder's parents and children, adoptive parents and children, parents-, sons- and daughters-in-law, step-children and -parents, grandparents and grandchildren, brothers and sisters, and foster-parents and -children (persons who are attached to each other in the manner of parents and children through a family-like relationship of long standing).

2.5.1 Insurance cover begins as from the time when the insured person joins the policyholder's household and ends when he or she leaves, or is no longer entitled to nursing care.

2.5.2 Benefits payable under a personal liability insurance policy of the family member subject to nursing care take precedence over any indemnities payable under this insurance.

2.6 Au-pairs

Insurance cover extends to the similar statutory liability as a private individual of au-pairs (including loss / damage arising from this activity) in respect of third parties who are not insured under this insurance agreement. Cover is subject to the au-pair having received official authorisation to reside in the Federal Republic of Germany and carry out the job of au-pair.

2.6.1 Insurance cover begins as from the time when the au-pair joins the policyholder's household and ends when he or she leaves.

2.6.2 Liability claims brought in respect of bodily injury resulting from industrial accidents or occupational illnesses, as defined in the German social security regulations (Sozialgesetzbuch VII), occurring or contracted on the policyholder's business premises, are excluded from the cover.

2.6.3 Benefits payable under a personal liability insurance policy of the au-pair take precedence over any indemnities payable under this insurance.

2.7 Exchange students

Insurance cover extends to the similar statutory liability as a private individual of exchange students in respect of third parties who are not insured under this insurance agreement.

Cover is subject to the student having received official authorisation to reside in the Federal Republic of Germany and to take part in lessons at school (permission of host school).

2.7.1 Insurance cover begins as from the time when the student joins the policyholder's household and ends when he or she leaves.

2.7.2 Benefits payable under a personal liability insurance policy of the exchange student take precedence over any indemnities payable under this insurance.

2.8 Persons employed in the policyholder's household

Insurance cover extends to the statutory liability of persons employed in the policyholder's household in respect of third parties for loss / damage arising out of this activity. The same applies to persons performing domestic work for the policyholder in the apartments, houses or gardens designated in No. 4.1 below on the basis of a work contract or as a favour, or who take care of winter gritting and salting duties for these premises.

Liability claims brought in respect of bodily injury resulting from industrial accidents or occupational illnesses, as defined in the German social security regulations (Sozialgesetzbuch VII), occurring or contracted on the policyholder's business premises, are excluded from the cover.

2.9 Persons providing nursing care in the policyholder's household

Insurance cover extends to the statutory liability of persons who, on the basis of a work contract, social engagement, or as a favour, provide special nursing care to a member of the policyholder's household, in respect of third parties for loss / damage arising out of said activity.

Liability claims brought in respect of bodily injury resulting from industrial accidents or occupational illnesses, as defined in the German social security regulations (Sozialgesetzbuch VII), occurring or contracted on the policyholder's business premises, are excluded from the cover.

2.10 Corresponding application

The provisions applicable to the policyholder shall apply correspondingly to all other persons covered by this insurance.

### 3. Family, household, and sport

Insurance cover extends to the statutory liability of the policyholder

3.1 as head of the family and household, e. g. arising from the legal obligation to properly supervise minors;

3.2 as a paid or unpaid child-minder (looking after minors both in the home and outside, e. g. while the minors are at play or on excursions, etc.);

3.3 as the principle of persons employed in his household;

3.4 as a cyclist;

3.5 arising from the practice of sport, but not including hunting or taking part in horse, cycle or motor car racing including preparations and training for these activities.

### 4. Apartments, real estate, rooms, building owners

4.1 Insurance cover extends to the statutory liability of the policyholder in his capacity as the owner

4.1.1 of one or more apartments, including holiday apartments.

In the case of apartments, insurance cover is granted in the policyholder's capacity as an "individual owner" under German property law. Also covered is the statutory liability arising from claims brought by the community of apartment owners for damage to property under communal ownership. The obligation to indemnify does not, however, extend to that part of the communal property that the policyholder is entitled to share with other owners.

4.1.2 of a house, provided that the house does not contain more than two separate apartments,

4.1.3 of a weekend / holiday apartment, including the garages and gardens set out in Nos. 4.1.1 to 4.1.3, including any allotments.

4.2 Insurance cover is granted on condition that the named properties

- are located in Germany;
- are used by the policyholder as residential property for at least some of the time;
- are not used by the policyholder for commercial or business purposes.

4.3 Insurance cover extends to the statutory liability of the policyholder

- arising from a breach of the policyholder's obligations as an owner (e. g. house maintenance, lighting, cleaning, salting / gritting and clearing snow from paths, insofar as these duties are set down in the rental agreement);
- arising from the joint ownership of communal facilities belonging to the insured objects set out in Nos. 4.1.2 to 4.1.3 above, e. g. communal access ways to the road, drying areas for clothes, garage forecourts, area for dustbins;
- in his capacity as the operator of a solar-panel system installed on the roof of an insured building according to Nos. 4.1.1 to 4.1.3 above, or on the associated plot of land. Insurance cover remains – to some degree contrary to No. 1.1 – even if electricity is being fed into the national grid.
- in his capacity as the operator of a solar water heating system installed on the roof of an insured building according to Nos. 4.1.1 to 4.1.3 above, or on the associated plot of land. Insurance cover remains – to some degree contrary to No. 1.1 – even if warm water is being provided at a cost to tenants and other third parties in the objects listed.
- arising from the letting of
  - a) individual rooms in the objects according to Nos. 4.1.1 to 4.1.3 above;
  - b) an apartment in an object according to No. 4.1.2;
  - c) an object according to No. 4.1.3;
  - d) garages belonging to the objects according to Nos. 4.1.1 to 4.1.3 above;
- in his capacity as a building-project owner involved in the construction of new buildings, conversions, repair, demolition or excavation work up to the total budgeted construction cost per project set out in the policy document. If this amount is exceeded, the policyholder must take out separate building owners' third-party liability insurance for the entire building project.
- in his capacity as the previous owner pursuant to Art. 836, Para. 2 German Civil Code (BGB) if the insurance cover existed up until the change of owners;
- in his capacity as the administrator in insolvency proceedings.

### 5. Damage to rented property

5.1 Contrary to No. 7.6. AHB, insurance cover extends to the statutory liability of the policyholder for damage to property and all financial losses arising therefrom which is caused to rented buildings, accommodation, and other rooms in buildings rented for private purposes.

5.2 The policy does not cover

5.2.1 liability claims due to

- wear and tear, and excessive usage;
- damage to heating installations, machinery, boiler plants and water heating systems, and to electrical and gas appliances, and all resulting financial losses;
- damage to plate glass, insofar as the policyholder is able to take out a separate policy for this purpose;
- damage caused by the formation of mould.

5.2.2 recourse claims falling under the waiver of rights of subrogation agreed upon among German fire insurance companies for the event of fire spreading to other property (Abkommen der Feuerversicherer bei übergreifenden Schadenereignissen).

5.3 The indemnity payable by the insurer is stated in the policy document.

### 6. Animals

Insurance cover extends to the statutory liability of the policyholder

6.1 in his capacity as the keeper or custodian of tame pets, small tame domestic animals and bees, though not of dogs, cattle, horses, other riding animals and draft animals, wild animals, and animals that are kept for commercial or agricultural purposes. Notwithstanding the above, however, insurance cover does extend to the statutory liability of the policyholder in his capacity as the keeper of a trained guide dog, provided that a severely handicapped pass (stamped BI) has been issued by the pension office.

6.2 in his capacity as a rider of horses belonging to a third party for private purposes.

6.3 arising from the minding of dogs belonging to a third party, provided this is not conducted on a commercial basis.

Benefits payable under the animal keeper's liability insurance shall take precedence over any indemnities payable under this insurance.

Coverage does not extend to the minding of dogs, which are kept or owned by other persons insured under this policy.

6.4 in his capacity as the driver of third-party carriages for private purposes.

6.5 This policy does not cover claims on the part of the animal keeper or owner, or the carriage owner unless the claim is for bodily injury and provided that cover does not already exist via a separate animal keeper's liability insurance policy.

#### **7. Motor vehicles, aircraft, and watercraft**

7.1 This policy does not cover the liability of the owner, proprietor, keeper, or driver of a motor vehicle, aircraft, or watercraft due to damage caused by use of the vehicle or craft.

7.2 However, the policy does cover statutory liability due to loss or damage caused through the use

7.2.1 of the following self-propelled land vehicles and trailer, as far as they are not subject to compulsory insurance coverage:

- motor vehicles and trailers with no stipulated maximum speeds, which only operate on non-public ways or areas;
- motor vehicles with a maximum design speed of 6 km / h;
- self-propelled machinery with a maximum design speed of 20 km / h;
- remote-controlled model cars.

7.2.1.1 The exclusions set down in Nos. 3.1.2 and 4.3.1 AHB do not apply to these vehicles.

7.2.1.2 Driving without a licence: The vehicle may be used by authorised drivers only. An authorised driver is someone whom an authorized person has knowingly and willingly granted permission to use the vehicle. The policyholder shall ensure that the vehicle is not driven by an unauthorised person. The driver may use the vehicle on public ways or areas only when in possession of the necessary driving licence. The policyholder shall ensure that the vehicle is not driven by anyone who does not have the necessary driving licence. If the policyholder breaches these duties, the provisions of No. 26 AHB (Legal consequences of a breach of obligations) applies.

7.2.2 of model aircraft, unmanned balloons and kites,

- which are driven neither by engines nor propulsion elements, and
- whose airborne weight does not exceed 5 kg (including attachments such as lines, cords and gear), and
- for whose operation in airspace a licence is not required.

When an insured event occurs, if the insured person is entitled to claim from a separate aircraft owner's insurance, this indemnification shall take precedence over the benefits set out in the terms and conditions of this insurance. This applies also in the event that insurance cover exists in the form of a group insurance policy.

7.2.3 of the following watercraft:

- recreational watercraft, excluding the policyholder's own sailing boats and any own or third-party recreational watercraft with a motor (including auxiliary or outboard motors) or propulsion element (see Section 8, however);
- windsurfing boards / sailboards;
- remote-controlled model cars.

#### **8. Occasional use of motor-assisted boats belonging to third parties**

8.1 Contrary to No. 7.2.3, the policy covers the statutory liability of the policyholder due to loss or damage caused by the use of motor-assisted boats belonging to third parties (including motor-assisted sailboats) with an engine power of up to 55 kW (75 HP), provided that this use is occasional and is only exercised temporarily in each case up to a maximum of four weeks.

Cover shall apply only insofar as the liability insurance of the keeper of the third-party boat is not obliged to grant coverage to the authorised pilot of the boat.

8.2 Coverage does not apply to the use of watercraft, which:

- are kept by or are in the possession of additional insured persons;
- are taken into safekeeping or possession for an uninterrupted period of more than four weeks.

8.3 Operation without a licence

The watercraft may be used by authorised operators only. An authorised operator is someone whom an authorised person has knowingly and willingly granted permission to use the watercraft. The policyholder shall ensure that the craft is not operated by an unauthorised person.

The operator may use the watercraft only when in possession of the necessary licence. The policyholder shall ensure that the craft is not operated by anyone who does not have the necessary operating licence.

If the policyholder breaches these duties, the provisions of No. 26 AHB (Legal consequences of a breach of obligations) applies.

#### **9. Insured events occurring during periods spent abroad**

9.1 Contrary to No. 7.9 AHB, the policy covers the statutory liability of the policyholder arising from insured events (loss and / or damage) occurring outside Europe for a maximum stay of 60 months, and from insured events occurring within Europe for an unlimited stay.

9.2 Supplementary to No. 3, cover extends to the statutory liability of the policyholder arising from the temporary usage or rental (not possession) of houses and apartments located abroad, as well as the possession of houses and apartments set out in No. 4.1 of these special terms and conditions when located in other European countries.

9.3 The insurer shall make all payments in euros. If the place of payment should be situated outside the countries that belong to the European Monetary Union, then the insurer's obligations shall be considered to have been fulfilled at the point at which the sum in euros is remitted to a financial institution situated within the European Monetary Union.

#### **10. Payment of bail in the event of losses occurring abroad**

If payment of bail is imposed on the policyholder by law as security for insurance benefits on the basis of his statutory liability, the insurer will indemnify the policyholder for the required bail amount up to the limit of indemnity per insured event stated in the policy document. The aggregate limit for all insured events of a given policy year is twice this limit of indemnity.

The bail amount will be offset from any damages payable by the insurer.

If the bail amount is higher than the damages payable, the policyholder shall reimburse the insurer for the difference. The same applies if the bail is withheld as a penalty, fine, or for the purpose of enforcing uninsured claims for damages, or if the bail is forfeited.

The insurer shall make all payments in euros. If the place of payment should be situated outside the countries that belong to the European Monetary Union, then the insurer's obligations shall be considered to have been fulfilled at the point at which the sum in euros is remitted to a financial institution situated within the European Monetary Union.

#### **11. Weapons, ammunition and projectiles**

The policy covers the statutory liability of the policyholder arising from the licensed private ownership and from the use of cutting weapons, thrust weapons, and firearms, as well as ammunition and projectiles. Coverage does not apply to the use of the aforementioned weapons for hunting or for criminal offenses.

#### **12. Changes in water quality**

Insurance cover (whereby financial losses are treated the same as damage to property) extends to the statutory liability of the policyholder for the direct or indirect consequences of changes to the physical, chemical or biological properties of a body of water, including the groundwater (damage to waterbodies), with the exception of the policyholder's liability as the owner of facilities used to store substances harmful to water and arising from the use of these stored substances (cover for this purpose is granted exclusively by way of a special acceptance).

12.1 Insured facilities

- Contrary to No. 12, coverage does, however, extend to the policyholder's statutory liability as the owner of facilities for storing substances harmful to water in containers with a capacity of up to 60 litres / kilogrammes (small containers), insofar as the overall capacity of the small containers does not exceed 1,000 litres / kilogrammes, as well as the statutory liability arising from the use of these substances.
- If these quantities are exceeded, coverage no longer applies. No. 3.1.2 AHB (Aggravation and extension of insured risk) and Nos. 3.1.3 and 4 AHB (Automatic extension of cover) do not apply.

12.2 Costs of rescue operations

Any expenditure, whether effective or not, which the insured person might reasonably have supposed to have been necessary in order to prevent or minimize the damage or loss in an insured event (costs of rescue operations), as well as the out-of-court costs of expert appraisers, shall be borne by the insurer to the extent that, when taken together with the compensation, they do not exceed the sum insured for damage to property. The provisions of the AHB shall continue to apply in relation to legal costs and lawyers' fees.

The costs of rescue operations and out-of-court expert appraisals expended in accordance with the insurer's instructions shall also be reimbursed, even to the extent that, when taken together with the compensation, they exceed the sum insured for damage to property. Sanction or endorsement on the part of the insurer of measures taken by the Insured or third parties to prevent or minimise damage or loss shall not be considered to be instructions issued by the insurer.

12.3 Violations / breaches of duty

Cover does not extend to liability claims against persons who have brought about the loss or damage by deliberately breaching the laws and regulations or decrees and official orders directed at the policyholder for the purpose of protecting waters and waterways.

12.4 Dangers to the public

Cover does not include liability claims for loss or damage demonstrably due to events of war or hostilities, riots and civil commotions, general strikes, illegal strikes, or directly due to the actions or orders of public authorities. The same applies to loss or damage through force majeure, as far as natural forces have

operated.

### 13. Loss of private and business keys belonging to third parties

Supplementary to No. 2.2 AHB and contrary to No. 7.6. AHB, cover extends to the policyholder's statutory liability arising from the loss of private keys belonging to third parties (including primary / master keys for central locking systems), which were lawfully in the safekeeping of the policyholder.

Coverage extends to statutory liability claims due to the costs incurred in the necessary replacement of locks and locking systems, as well as to temporary security measures (emergency locking) and protection of property for up to 14 days, calculated from the moment at which the loss of the key was first noticed.

In the case of individual ownership, the insurance covers liability claims lodged by the community of apartment owners.

The obligation to indemnify does not, however, extend to that part of the communal property that the policyholder shares with the other owners.

13.1 The policy does not cover claims arising from

- consequential loss or damage resulting from the loss of a key (e. g. due to a burglary);
- the loss of keys that were relinquished to the policyholder's employer by customers or other third parties;
- the loss of keys to safes and items of furniture and of other keys to moveable property.

13.2 The indemnity payable by the insurer is stated in the policy document.

### 14. Pure financial losses

Cover also extends to the policyholder's statutory liability for pure financial losses within the meaning of No. 2.1. AHB arising from insured events that occur during the policy period.

The policy does not cover claims arising from

- loss or damage arising through work performed, items produced or services rendered by the policyholder (or by third parties on behalf or on account of the policyholder);
- work involving planning, consulting, site supervision, construction supervision, testing, or expert appraisal;
- activities in connection with financial and credit transactions or the conduct of insurance, property, leasing, or other similar commercial business, as well as from payment transactions of all kinds, cash management, and from embezzlement and fraud;
- the infringement of intellectual property rights, as well as copyright and competition laws;
- the granting of licences and patents;
- the failure to adhere to deadlines, time limits, cost estimates, and quotations;
- advice, recommendations, or orders given to economically associated companies;
- any kind of intermediary or brokerage business;
- activities in connection with
  - rationalisation and automation;
  - the capture, storage, backing up and restoring of data;
  - the provision of information, translation, travel arrangements;
- the deliberate breach of statutory or official provisions, from the client's instructions or terms, or from any other deliberate breach of duty;
- the loss of property, e. g. money, securities, valuables, and cheque and credit cards;
- breaches of duty committed by the policyholder in his capacity as former or present member of the management board, the executive board, the supervisory board, the advisory board or any other management or supervisory body.

The indemnity payable by the insurer is stated in the policy document.

### 15. Property damage – acts of favour

The following applies to property damage arising from acts of favour:

The insurer shall not invoke a tacit exclusion of liability in the event of an act of favour on the part of the policyholder or another insured person insofar as this corresponds to the wishes of the policyholder and insofar as another insurer (e. g. via a hull insurance policy) is not liable to pay.

Any contributory fault on the part of the injured party shall be taken into consideration.

The indemnity payable by the insurer is stated in the policy document.

### 16. Default risk insurance

#### 16.1 Risk insured

16.1.1 Insurance cover is provided when a policyholder – or another person covered by this personal third-party liability insurance – in his capacity as a private individual,

- has suffered a liability loss,
- and has brought a claim for bodily injury, property damage or financial loss against the tortfeasor or responsible party (= the third party),
- and the third party is unable to compensate the policyholder for damages awarded by a court on the basis of a legally binding writ of execution. With this default risk insurance, the position of the policyholder is as if the third party had taken out the same personal liability insurance cover as he himself. Thus, the insurer will examine the general terms and conditions of liability insurance, the special conditions of personal third-party liability insurance, and all the agreed clauses to see whether the third party would have had insurance cover for this loss event (claim).

Above and beyond the scope of the personal third-party liability insurance, insurance cover is provided even if the third party caused a loss to the policyholder in his capacity as the owner or guardian of an animal.

The following applies in particular:

16.1.2 The claim is brought on the basis of legal liability under private law.

16.1.3 The incident which led to the claim for bodily injury, property damage or financial loss must have happened during the effective term of the default risk insurance.

#### 16.2 Conditions for payment of benefits

16.2.1 The policyholder must have been awarded damages by a German court on the basis of a legally binding writ of execution.

A legally binding writ of execution within the meaning of these terms and conditions is a judgment, enforcement order, court decision or notarised admission of guilt with confession of judgment clause stating that the third party personally agrees to the immediate execution of his entire assets.

16.2.2 An attempt to enforce the writ against the third party must have failed.

This is the case if

- judicial execution has not resulted in the policyholder's claim for damages being paid in full or in part;
- circumstances suggest that the likelihood of even part of the claim being paid is futile, e. g. because the third party has already signed a statutory declaration to this effect.

#### 16.3 Amount of indemnity payable

The insurer will indemnify the policyholder for the amount of damages determined on the basis of the legally binding writ of execution, up to the limits of indemnity set out in this insurance contract. Agreements concerning deductibles which apply in personal third-party liability insurance to loss and damage caused by the policyholder to third parties do not apply to default risk insurance.

#### 16.4 Duties

16.4.1 The policyholder must submit an application for indemnification.

16.4.2 The policyholder must prove that the attempt at enforcing the writ failed.

To this end, the policyholder must provide the insurer with the following documents:

- the original copy of the legally binding writ of execution and
- the enforcement protocol of a bailiff or
- documents indicating that the likelihood of even part of the claim being paid is futile.

16.4.3 The claim for damages brought by the policyholder against the third party shall be assigned to the insurer provided that the latter has agreed to indemnify the policyholder. To this end, the policyholder must sign a written declaration of assignment prepared by the insurer in the case of a claim.

16.4.4 The policyholder must provide the insurer with detailed and accurate loss reports, inform the insurer of all facts relevant to the claim, and submit to the insurer all the documents which, in the latter's opinion, are material to the assessment of the claim. The insurer must explain to the policyholder that he may also request documents that are material to the original liability claim.

#### 16.5 Consequences of a breach of duties

In terms of granting insurance cover, it is important that the duties stated in No. 16.4 above are observed.

If the policyholder fails to comply with these obligations, the provisions of No. 26 AHB will apply. If the corresponding requirements exist, the insurer may be entitled to cancel the policy or be exempted, either in full or in part, from his obligation to indemnify the policyholder.

#### 16.6 Exclusions

The insurer will not indemnify if

16.6.1 the permanent place of residence of the third party is located in a country outside the European Union;

16.6.2 compensation for loss or damage suffered is payable via other insurance policies taken out by the policyholder or another insured person. If these sums are not sufficient, insurance cover for the remaining amount will be granted via the default risk insurance;

16.6.3 a social security institution or benefits authority is obliged to pay the claim of the policyholder or another person insured under the policy.

### 17. Loss / damage arising out of the exchange of data or use of the Internet

17.1 Contrary to Nos. 7.15 and 7.16 AHB, the policy covers the statutory liability of the policyholder for loss / damage arising from the exchange, transfer and provision of electronic data, e. g. in the Internet, via e-mail, or on data storage media, provided that the loss was caused by

17.1.1 data of a third-party system being deleted, suppressed, rendered unusable or modified (data manipulation) by a computer virus and / or other malware;

17.1.2 data of a third-party system being manipulated for other reasons, and data not having been entered or not saved correctly, in respect of

- any consequential bodily injury or property damage, but not other forms of data manipulation, and
- the cost of restoring the manipulated data, or re-capturing or correctly storing data that had either not been backed up or not backed up correctly;

17.1.3 a third party being temporarily unable to access data exchange networks.

The following applies to Nos. 17.1.1 to 17.1.3:

The policyholder is obliged to ensure that the electronic data to be exchanged, transferred or provided is safeguarded or has been checked by state-of-the-art security measures and / or facilities (e. g. virus scanners, firewalls). These measures may be carried out also by a third party.

If the policyholder fails to comply with these obligations, the provisions of No. 26 AHB (Legal consequences of a breach of duties) will apply.

17.1.4 the infringement of personality rights, including claims arising from intellectual property rights, but not the violation of copyrights;

17.1.5 the infringement of rights to a name, including claims arising from intellectual property rights.

The following applies to Nos. 17.1.4 and 17.1.5:

Supplementary to No. 1.1 AHB, the insurer will indemnify the policyholder for

- the legal costs of court proceedings in which a temporary injunction has been issued against the policyholder, even if this involves retraction or revocation;
- the legal costs of a retraction or revocation suit brought against the policyholder.

17.2 The limit of indemnity per insured event is stated in the policy document. The aggregate limit for all insured events of a given policy year is twice this limit of indemnity.

The limit of indemnity for losses within the meaning of No. 17.1.5 above within the aforementioned limit of indemnity is stated in the policy document.

Several insured events occurring during the same policy period shall be deemed to be one and the same occurrence if they

- are attributable to the same cause,
- are attributable to causes that are intrinsically linked in nature and in time,
- result from the exchange, transmission or provision of electronic data with the same intrinsic defects.

No. 6.3 AHB is void.

17.3 Insurance cover for loss events occurring abroad Contrary to No. 7.9 AHB, insurance cover extends to loss events occurring abroad provided that the insured liability claims are asserted in a European country in accordance with the laws of European countries.

17.4 Insurance cover does not extend to liability claims arising from work and services conducted in the following areas:

- the generation, trading, implementation and maintenance of software;
- IT analysis, organisation, instruction, and training;
- network planning, installation, integration, and maintenance;
- provision of third-party contents (e. g. access, host, full-service providing);
- the operation of databases.

17.5 Excluded from the insurance cover are liability claims

17.5.1 arising from loss / damage caused by the policyholder consciously

- gaining unauthorised access to data processing systems / networks (e. g. hacker attacks, denial-of-service attacks),
- employing software capable of destroying or modifying the organisation of the data (e. g. software viruses, Trojan Horses, etc.);

17.5.2 that are closely related to

- the mass mailing of unsolicited electronic information (e. g. spamming),
- files (e. g. cookies) used to illegally to gather specific information about Internet users;

17.5.3 brought against the policyholder or any other insured person who has caused a loss through deliberately failing to comply with statutory or official regulations (e. g. participation in illegal online file sharing services) or through any other deliberate breach of duty.

## 18. Claims made in the USA and in Canada

In the case of claims occurring in the USA / US territories (U.S. territories abroad, including, but not limited to Puerto Rico, the Virgin Islands, and Guam) or Canada or brought before the courts in the USA / US territories or Canada, the following applies:

18.1 Claims for damages imposed by way of sanctions, in particular punitive or exemplary damages, are excluded from the cover.

18.2 Contrary to No. 6.5 AHB, the insurer's outlay for expenses does not count towards the limit of indemnity.

Costs are defined as:

lawyers' and experts' fees, witnesses' expenses and court costs; expenses for the prevention or mitigation of loss during or after the occurrence of the insured event; also loss investigation costs, including travel expenses not incurred by the insurer himself. This applies even if these costs were incurred on the insurer's instructions.

## 19. Continuation of personal liability insurance cover after the death of the policyholder

In the event of the policyholder's death, the other persons insured under the policy will remain covered in accordance with the terms and conditions of the policy up until the next premium due date. If the following premium is then paid by the surviving spouse, the registered civil partner or the civil partner insured under the policy, that person will become the new policyholder.

## VI. Additional Special Conditions for Personal Liability Insurance – Plus

### PREFACE

For the professional and personal liability insurance apply – based on the General Liability Insurance Conditions (AHB) in connection with the Special Conditions and Risk Description of Personal Liability Insurance – the following additional special conditions:

#### § 1 Insurable group of people and scope of insurance

Insurance for students, scholarship holders, interns, trainees, doctoral students, language students, and au pairs for their stays abroad as participant of educational and cultural exchange programs; also covered are their accompanying spouses or partners as well as their unmarried children.

The insured person is insured as a private person against the risks of everyday life, against risks resulting from his / her working as an au pair, and against risks resulting from his / her internship if the internship is part of studies or of an Erasmus Plus program.

#### § 2 limits of indemnity

##### General limits of indemnity

€ 5,000,000 lump sum for personal injury, property damage and financial loss

The aggregate limit for all insured events of a given policy year is twice this limit of indemnity.

#### § 3 Area of validity

Coverage exists for the professional and personal liability insurance worldwide.

This insurance also covers countries for which the German Federal Foreign Office has issued a current travel warning, with the exception of areas which are in a state of war. In this case, the following war clause applies: "The insurance cover shall not apply if at least two of the following five great powers participate in the events: the USA, Great Britain, France, Red China or the UNO. If the UNO participates in the events, coverage will not automatically be excluded. However, coverage shall not apply if the UNO participates in the events and if one of the parties participating is declared 'aggressor'."

For insured persons from the Federal Republic of Germany, the insurance cover, with the exception of professional liability insurance for doctors, also applies to a temporary domestic stay of up to 12 months. For insured persons with a permanent residence outside Germany, the insurance cover does not apply in countries whose nationality the insured person has or where he / she has a permanent residence.

However, insurance cover exists for private and professional liability during a study-related internship, which is done in the home country (country of permanent residence).

#### § 4 Special regulations for professional liability insurance

Insured are damages occurring during internships, which are part of studies or an Erasmus Plus program in the amount of the agreed sum insured.

Damages occurring during internships, which are not part of university studies or an Erasmus Plus program, are covered in the amount of € 10,000. In the latter case, a deductible of € 100 per damage case applies.

Excluded are claims for compensation from accidents by persons who work directly or indirectly for the policyholder, as far as such accidents are considered to be occupational accidents according to German Social Security Acts or foreign laws.

Excluded are liability claims arising from personal injuries, which are occupational accidents and occupational diseases in the policyholder's company in accordance with the Social Security Code (SGB VII). The same applies to accidents at work in accordance with the civil service regulations which are caused to members of the same department in the course of or as a result of their work.

#### § 5 Damage to the host family's property

Contrary to section 7.6 of the General Liability Insurance Conditions (AHB) and section 5 of the Special Conditions and risk descriptions for personal liability insurance, damage to the host family's property is also insured.

#### § 6 Special regulations for insurance cases in the USA, Canada and countries with US legislation

In the event of insurance cases in the USA, Canada and countries where US legislation is applied, the insurer's costs will be charged as benefits to the sum insured.

Costs are: lawyer's fees, expert's fees, witness fees, and court fees; expenses to avoid or minimize the damage in case of a claim or after a claim is made as well as costs to calculate the damage and travel expenses not accruing to the insurer himself. This also applies if the costs resulted from an instruction by the insurer.

Compensation claims with a penal character are excluded from coverage.

#### § 7 Liability claims among co-insured persons

Any claims among co-insured persons are covered.

#### § 8 Payment of indemnification

Payments of indemnification of both the policyholder and the insurer shall be made exclusively in euros, even if the policyholder is obliged to pay the claimant's compensation in a foreign currency. The insurer's obligations shall be considered to have been fulfilled at the point at which the equivalent amount (according to the conversion table) is remitted to a foreign trade bank.

#### § 9 Subsidiary coverage

If other private liability insurance exists for the named persons, insurance coverage shall only apply if and insofar as the other insurer is not liable to pay.

---

## Law excerpts

### GERMAN INSURANCE CONTRACT ACT (VVG)

#### § 8 Policyholder's right of revocation

(1) The policyholder may revoke his contractual agreement within 14 days. The policyholder shall declare his revocation to the insurer in writing, but need not state any reason; timely dispatch shall suffice for compliance with the time limit.

(2) The revocation period shall begin at such time as the policyholder receives the following documents in writing:

1. the insurance policy and the terms of contract, including the general terms and conditions of insurance, as well as the other information in accordance with section 7 (1) and (2), and

2. a clearly worded instruction regarding the right of revocation and the legal consequences of the revocation which makes clear to the policyholder his rights commensurate with the requirements of the means of communication employed, and the names of the person to whom the revocation is to be declared, with an address at which documents may be served, as well as a note making reference to the commencement of the revocation period and to the rules set out in subsection (1), second sentence.

(3) The right of revocation shall not apply

1. to contracts of insurance with a term of less than one month,

2. to contracts of insurance for provisional cover, unless they are distance contracts within the meaning of section 312b (1) and (2) of the German Civil Code, [...]

#### § 14 Due date of the payment

(1) Payments of the insurer are due after the end of the assessment required to determine the occurrence of an insured event and the amount of compensation payable by the insurer.

(2) If such assessment is not finished after expiry of one month since the notification of the insured event, the policyholder can request payment by installments amounting to the minimum that the insurer can be expected to be required to pay. The period shall be suspended as long as the assessment cannot be finished due to a fault of the policyholder.

(3) Any agreement under which the insurer is exempt from his obligation to pay default interest shall be invalid.

#### § 19 Duty of disclosure

(1) The policyholder shall disclose to the insurer before making his contractual acceptance the risk factors known to him which are relevant to the insurer's decision to conclude the contract with the agreed content and which the insurer has requested in writing. If, after receiving the policyholder's contractual acceptance and before accepting the contract, the insurer asks such questions as are referred to in the first sentence, the policyholder shall also be under the duty of disclosure as regards these questions.

(2) If the policyholder breaches his duty of disclosure under subsection (1), the insurer may withdraw from the contract.

[...]

#### § 28 Breach of a contractual obligation

(1) In case of a breach of a contractual obligation towards the insurer that the policyholder needs to fulfill prior to the occurrence of the insured event, the insurer may cancel the contract without notice within one month from the time he becomes aware of the breach, unless the breach is not the result of intention or gross negligence.

(2) Where the contract stipulates that the insurer is exempt from its liability to pay in case of a breach of a contractual obligation that the policyholder needs to fulfill, the insurer is only exempt from its liability to pay if the policyholder has deliberately breached the obligation. In the event of a grossly negligent breach of the obligation, the insurer shall be entitled to reduce his benefits according to the severity of the fault of the policyholder; the burden of proof for the non-existence of a grossly negligent behavior lies with the policyholder.

(3) By way of derogation from paragraph 2, the insurer is obliged to pay if the breach of the obligation was neither the cause for the occurrence or determination of the insured event nor for the determination or scope of the insurer's liability to pay. Sentence 1 shall not apply if the policyholder has fraudulently breached the obligation.

(4) Where an obligation to provide information is breached after the occurrence of the insured event, the insurer's full or partial exemption from performance according to paragraph 2 requires that the insurer has informed the policyholder in writing by separate notification about this legal consequence.

(5) An agreement based on which the insurer is entitled to withdraw from the contract in the event of the non-observance of an incidental obligation shall be void.

#### § 37 Delayed payment of first insurance premium

(1) If the single premium or the first premium is not paid in good time, the insurer shall be entitled to withdraw from the contract as long as the payment has not been made, unless the policyholder is not responsible for the non-payment.

(2) If the single premium or first premium has not been paid when the insured event occurs, the insurer shall not be obligated to effect payment, unless the policyholder is not responsible for the non-payment. The insurer shall only be released from liability if he had informed the policyholder of the legal consequence of non-payment of the premium in writing in a separate communication or by means of a conspicuous note in the insurance policy.

#### § 38 Delayed payment of subsequent premium

(1) If a subsequent premium is not paid in good time, the insurer may set the policyholder a payment deadline of no less than two weeks at his expense and in writing. The setting of the deadline shall only be effective if it details the individual amounts of the premium which are in arrears, the interest and costs, as well as quoting the legal consequences associated in accordance with subsections (2) and (3) with expiry of the time limit; in the case of consolidated contracts, the amounts must be quoted separately.

(2) If the insured event occurs after the deadline expires, and if the policyholder is in arrears as regards the payment of the premium or of the interest or costs, the insurer shall not be obligated to effect payment.

(3) The insurer may, after the deadline expires, terminate the contract without prior notice insofar as the policyholder is in arrears as regards the payment of the due amounts. The termination can be linked to the setting of the payment deadline in such a way that it becomes effective once the deadline expires if the policyholder is in arrears as regards the payment at that point in time; the policyholder must be explicitly informed of this in the termination. The termination shall become void if the policyholder makes the payment within one month after the contract has been terminated or, if it has been linked to the setting of a deadline, within one month after the deadline expires; subsection (2) shall remain unaffected.

#### § 86 Subrogation of claims for compensation

(1) Where the policyholder has a claim for compensation against a third party, the insurer is subrogated to this claim if he compensates the damage. This subrogation cannot be asserted to the policyholder's disadvantage.

(2) The policyholder has to assert his / her claim for compensation or any right to secure this claim properly and in due time and assist the insurer, as far as necessary, in enforcing such claim for compensation. Where the policyholder breaches this obligation intentionally, the insurer is exempt from his liability to pay insofar as he can consequently not claim compensation from the third party. In case of a grossly negligent breach of obligations, the insurer is entitled to reduce his benefits according to the severity of the policyholder's fault. The burden of proof for the non-existence of a grossly negligent behavior lies with the policyholder.

(3) If the policyholder's claim for compensation is against a person with whom he / she lived in cohabitation when the damage occurred, the subrogation in accordance with paragraph 1 cannot be asserted unless this person has intentionally caused the damage.

#### § 193 Insured person; obligatory insurance

(1) The health insurance may be taken out for the policyholder or for another person. The insured person shall be that person for whom the insurance is taken out.

(2) Where the knowledge and the conduct of the policyholder are of legal significance under this Act, in the case of insurance for another person, account shall also be taken of the knowledge and conduct of that person.

(3) Each person with a place of residence in Germany shall be obligated to conclude and maintain with an insurance company licensed to operate in Germany for himself and for the persons legally represented by him, insofar as they are not themselves able to conclude contracts, a cost-of-illness insurance which comprises at least a cost refund for outpatient and inpatient treatment and in which the absolute and percentage excesses for outpatient and inpatient treatment which have been agreed for services covered by the respective tariff for each person to be insured are limited to an amount of Euro 5,000 per calendar year; for persons entitled to medical expenses assistance, the possible excesses emerge through the analogous application of the percentage not covered by the rate of medical expenses assistance to the maximum amount of Euro 5,000. The obligation in accordance with the first sentence shall not apply to persons who

1. are insured or subject to obligatory insurance in statutory health insurance, or

2. have a right to free treatment, to medical expenses assistance or to comparable rights to the extent of the respective entitlement, or

3. have a right to benefits in accordance with the Asylum-Seekers Benefits Act, or

4. are recipients of recurrent benefits in accordance with the Third, Fourth and Seventh Chapters of Social Code Book XII, and recipients of benefits in accordance with Part 2 of Social Code Book IX, for the duration of the receipt of such benefits and during periods of an interruption of the receipt of benefits of

less than one month if the receipt of benefits commenced prior to 1 January 2009.

A cost-of-illness insurance contract agreed prior to 1 April 2007 shall be deemed to meet the requirements of the first sentence.

#### § 194 Applicable provisions

(1) Insofar as the insurance cover is granted in accordance with the principles of indemnity insurance, sections 74 to 80 and sections 82 to 87 shall apply. Sections 23 to 27 and section 29 shall not apply to health insurance. Section 19 (4) shall not apply to health insurance if the policyholder is not responsible for the breach of the duty of disclosure. Notwithstanding section 21 (3), first sentence, the time limit for asserting the insurer's rights shall be three years.

(2) If the policyholder or an insured person is entitled to the repayment of remuneration paid without legal basis to the provider of services for which the insurer has paid compensation on the basis of the contract of insurance, section 86 (1) and (2) shall apply mutatis mutandis.

(3) Sections 43 to 48 shall apply to health insurance with the proviso that only the insured person may demand payment of the insurance benefit if the policyholder has designated him in writing to the insurer as the beneficiary of the insurance benefit; such designation may be revocable or irrevocable. Where this condition is not met, only the policyholder may demand payment of the insurance benefit. The insurance policy need not be presented.

#### § 195 Period of insurance

(1) Health insurance which may wholly or partially substitute for health and long-term nursing care insurance cover provided for in the statutory social insurance system (substitutive health insurance) shall be for an indefinite period, unless subsections (2) and (3) and sections 196 to 199 provide otherwise. Where the non-substitutive health insurance cover is provided in the manner of life insurance, the first sentence shall apply mutatis mutandis.

(2) In the case of vocational training, overseas, travel and residual debt health insurance, a period of contract may be agreed.

(3) In the case of health insurance for a person with a temporary residence permit for Germany, agreement may be reached to the effect that the insurance will expire after five years at the latest. If a shorter term has been agreed, a similar new contract may only be concluded with a maximum term that does not exceed five years when added to the term of the expired contract; this shall also apply if the new contract is concluded with another insurer.

#### § 205 Termination of the contract by the policyholder

(3) If the contract of insurance provides that when the policyholder reaches a certain age or when other preconditions referred to therein are met the premium for another age or another age group applies or the premium is calculated taking old age reserves into account, the policyholder may terminate the insurance agreement with regard to the affected insured person within two months after the change with effect from the time it became effective if the premium increases as a result.

(4) If the insurer increases the insurance premium or reduces a benefit on account of an adjustment clause, the policyholder may terminate the insurance policy with regard to the affected insured person within two months after receipt of the communication of the change with effect from such time as the increase in the premium or the reduction of the benefits is to take effect.

#### § 213 Collection of personal health data from third parties

(1) The insurer is only allowed to collect personal health data from the following third parties: physicians, any kind of hospitals, nursing homes and staff, other personal insurance providers and providers of compulsory health insurance as well as employers' liability insurance associations and authorities; such collection of data is only allowed if knowledge of said data is necessary to assess the insured risk or the liability to pay and if the affected party has given his / her declaration of consent.

(2) The declaration of consent in accordance with paragraph 1 can be given prior to issuing the contract statement. The affected person must be informed about data collection as stipulated in paragraph 1 and may object to the collection.

(3) The affected person can request at any time that a collection of data is only carried out if he / she gave his / her consent for each individual data collection.

(4) The affected person must be informed about his / her rights, in particular about the right of objection in accordance with paragraph 2 when being informed about data collection.

#### GERMAN INSURANCE SUPERVISION ACT (VAG)

##### § 153 Hardship tariff

(1) Non-payers within the meaning of section 193 (7) of the German Insurance Contract Act form a tariff within the meaning of section 155 (3) sentence 1. The hardship tariff provides for the reimbursement of expenses solely in connection with benefits necessary for the treatment of serious illness and pain and those associated with pregnancy and maternity. By way of derogation from the above provision, expenses for insured children and young persons, in particular expenses for preventive medical examinations aimed at the early discovery of illnesses under statutory programmes and for immunisation recommended by the German Standing Committee on Vaccination (Ständige Impfkommission – STIKO) at the Robert Koch Institute under section 20 (2) of the German Protection against Infection Act (Infektionsschutzgesetz – IfSG) must be reimbursed.

(2) A standard premium must be calculated for all insured persons under the hardship tariff; section 146 (1) nos. 1 and 2 applies in all other respects. In the case of insured persons whose insurance contract only provides for the reimbursement of a percentage of the expenses incurred, the hardship tariff provides benefits equivalent to 20, 30 or 50 per cent of the insured treatment costs. Section 152 (3) applies, with the necessary modifications. The calculated premiums under the hardship tariff must not exceed the amount required to cover the claims expenditures under the tariff. Additional expenses that arise in connection with guaranteeing the limitations specified in sentence 3 must be allocated equally to all the insurer's policyholders with an insurance contract that satisfies an obligation under section 193 (3) sentence 1 of the German Insurance Contract Act. The provision for increasing age must be offset against the premium to be paid under the hardship tariff such that up to 25 per cent of the monthly premium is covered by a withdrawal from the provision for increasing age.

#### GERMAN CRIMINAL CODE (STGB)

##### § 218a Exemption from punishment for abortion

(2) A termination which is performed by a physician with the consent of the pregnant woman is not unlawful if, considering the pregnant woman's present and future circumstances, the termination is medically necessary to avert a danger to the life of or the danger of grave impairment to the pregnant woman's physical or mental health and if the danger cannot be averted in another manner which is reasonable for her to accept.

(3) The conditions of subsection (2) are also deemed fulfilled with regard to a termination performed by a physician with the consent of the pregnant woman if, according to medical opinion, an unlawful act under sections 176 to 178 has been committed against the pregnant woman, there are cogent reasons to support the assumption that the pregnancy was caused by the act and no more than 12 weeks have elapsed since conception.

#### GERMAN CIVIL CODE (BGB)

##### § 195 Regular limitation period

The regular limitation period is three years.

---

## Data protection notice

### a) Data protection principles of DR-WALTER GmbH (hereinafter referred to as DR-WALTER)

The protection of your privacy and of your personal data is paramount to us. We guarantee that we will always treat your data with the utmost confidentiality. Nowadays, insurance companies can only carry out their tasks with the aid of electronic data processing (EDP). Our state-of-the-art EDP enables us to handle contractual relationships correctly, quickly and in a cost-effective manner.

Both our behavior and our tools are in accordance with the General Data Protection Regulation (GDPR), the Federal Data Protection Act (BDSG) as well as with other specific regulations for online data protection. Our data protection officer ensures that our data protection principles and any relating regulations are fully met.

For further information, please go to <https://www.dr-walter.com/en/data-protection.html>.

### b) Information about the use of your data by DR-WALTER

We need your personal data to process your applications and contracts, for claims handling and for individual supervision and consultancy. Collection, processing and use of your data are regulated by law. We have adopted a code of conduct for the handling of personal data that complies with the code of conduct of the German Insurance Association (GDV). Our code of conduct is based on data protection regulations of the German Insurance Contract Act (VVG), the General Data Protection Regulation (GDPR), the Federal Data Protection Act as well as other significant laws but also on further measures to strengthen data protection. For more information, go to <https://www.dr-walter.com/en/data-protection/personal-data.html> to learn about our code of conduct with regard to handling your personal data.

DR-WALTER cooperates with several service providers in the use of health data and other data protected under § 203 German Criminal Code (StGB). At <https://www.dr-walter.com/en/data-protection/list-of-service-providers.html>, we provide you with an overview of the service providers we work with. At your request, we can send you a printed list of the service providers as well as our code of conduct. Please contact:

DR-WALTER GmbH  
Eisenerzstr. 34  
53819 Neunkirchen-Seelscheid, Germany  
P +49 2247 9194-0  
F +49 2247 9194-40

### c) Responsible body

Collection of your personal data is carried out by DR-WALTER GmbH, Eisenerzstr. 34, Germany, 53819 Neunkirchen-Seelscheid (responsible body).

### d) Your rights

You have the right to obtain information free of charge about your data stored by us. You also have the right to withdraw any granted consent to the collection, processing and use of your personal data at any time and with future effect as well as the right to correct any incorrect data or to delete or block any impermissible or no longer needed data.

You can assert these rights to the above address directly against DR-WALTER. For further questions with regard to data protection, please contact our data protection officer at DR-WALTER, Eisenerzstr. 34, Germany, 53819 Neunkirchen-



## List of service providers

In accordance with „Verhaltensregeln für den Umgang mit personenbezogenen Daten durch die deutsche Versicherungswirtschaft“ (Code of Conduct Data Protection)

German insurers have issued a Code of Conduct for the protection of your personal data and your privacy. We, DR-WALTER, comply with this Code of Conduct and would like to provide you with a list of service providers (companies and private individuals) with whom we work together during order processing when it comes to data processing and assignment of functions. The list also includes service providers with whom we cooperate in the use of health data and other data protected under § 203 German Criminal Code (StGB). We also work together with service providers who collect, process and use health data and other data protected under § 203 StGB.

<b>Insurers and reinsurers</b>	
<b>Assigned functions:</b> Collection, processing or use of personal data to establish, carry out or end an insurance contract (e.g. application processing, risk assessment, policy management, determination of the liability to pay)	<b>Involved bodies / organizations:</b> insurers mentioned in the insurance certificate <ul style="list-style-type: none"> <li>• Generali Deutschland Krankenversicherung AG,</li> <li>• Dialog Versicherung AG,</li> <li>• Würzburger Versicherungs-AG,</li> <li>• HanseMerkur Reiseversicherung AG,</li> <li>• ERGO Reiseversicherung AG,</li> <li>• ERGO Versicherung AG,</li> <li>• Allianz Partners – AWP Health &amp; Life SA,</li> <li>• Inter Krankenversicherung AG,</li> <li>• Hiscox SA,</li> <li>• Barmenia Krankenversicherung AG,</li> <li>• Techniker Krankenkasse,</li> <li>• BDAE Holding GmbH,</li> <li>• Foyer Santé S.A.,</li> <li>• Globality S.A.,</li> <li>• BD24 Berlin Direkt Versicherung AG</li> </ul>
<b>Assistance companies</b>	
<b>Assigned functions:</b> Assistance services	<b>Involved bodies / organizations:</b> <ul style="list-style-type: none"> <li>• MD Medicus Assistance Service GmbH,</li> <li>• GMMI, Inc.,</li> <li>• Europ Assistance SA, Niederlassung für Deutschland,</li> <li>• International SOS B.V.,</li> <li>• International SOS GmbH,</li> <li>• Global Excel Management Inc.</li> </ul>
<b>Doctors, dentists, psychologists, psychiatrists, experts, other healthcare professionals, institutions for medical examinations, hospitals</b>	
<b>Assigned functions:</b> Information on treatment and diseases, expert opinions on medical issues	<b>Involved bodies / organizations:</b> Individual assignments
<b>Banks</b>	
<b>Assigned functions:</b> Premium payments, payments in the event of a claim	<b>Involved bodies / organizations:</b> <ul style="list-style-type: none"> <li>• Postbank Köln – eine Niederlassung der DB Privat- und Firmenkundenbank AG,</li> <li>• Kreissparkasse Köln, Mündelsichere Anstalt des öffentlichen Rechts</li> </ul>
<b>Lawyers</b>	
<b>Assigned functions:</b> Legal advice, collections management, legal representation at court.	<b>Involved bodies / organizations:</b> Individual assignments
<b>Market and opinion researchers</b>	
<b>Assigned functions:</b> Customer satisfaction surveys, market and opinion research	<b>Involved bodies / organizations:</b> <ul style="list-style-type: none"> <li>• TÜV NORD CERT GmbH,</li> <li>• Shopauskunft.de GmbH &amp; Co. KG</li> </ul>
<b>Consulting companies</b>	
<b>Assigned functions:</b> Support and advice e.g. in claims and billing matters (Germany and abroad), fraud detection, health programs; IT services	<b>Involved bodies / organizations:</b> Individual assignments
<b>IT and telecommunication companies</b>	
<b>Assigned functions:</b> Service providers for IT, network and telephone services	<b>Involved bodies / organizations:</b> <ul style="list-style-type: none"> <li>• AssFINET AG,</li> <li>• ikt Grommitza GmbH &amp; Co. KG,</li> <li>• Trevedi IT-Consulting GmbH,</li> <li>• IBExpert GmbH,</li> <li>• NETGO GmbH,</li> <li>• DATEV eG,</li> <li>• i42 Informationsmanagement GmbH</li> </ul>
<b>Online support</b>	
<b>Assigned functions:</b> Service providers for web hosting, internet portals, online policy procurement, email marketing and live chat	<b>Involved bodies / organizations:</b> <ul style="list-style-type: none"> <li>• Host Europe GmbH,</li> <li>• 1&amp;1 Internet AG,</li> <li>• JMC Technologieberatung GmbH,</li> <li>• united-domains AG,</li> <li>• STRATO AG,</li> <li>• ALL-INKL.COM,</li> <li>• COREER GmbH,</li> <li>• Einmahl WebSolution GmbH,</li> <li>• emarsys eMarketing Systems GmbH,</li> <li>• bplUSD Agenturgruppe GmbH,</li> <li>• Adspert Bidmanagement GmbH,</li> <li>• Sistrix GmbH,</li> <li>• KCS Internetlösungen Kröger GmbH,</li> <li>• Userlike UG,</li> <li>• aveta   David Cürten,</li> <li>• consentmanager GmbH,</li> <li>• SIX Payment Services (Europe) S.A.,</li> <li>• OMQ GmbH,</li> <li>• Macaw Germany Cologne GmbH</li> </ul>
<b>Credit bureaus, address brokers</b>	
<b>Assigned functions:</b> Collection of information during the application stage, claims management	<b>Involved bodies / organizations:</b> Individual assignments
<b>Disposal companies</b>	

**Assigned functions:**

Disposal of files and data media, document destruction

**Involved bodies / organizations:**

Individual assignments

If required we will send you all contact details of our service providers.

© DR-WALTER GmbH, Eisenerzstr. 34, 53819 Neunkirchen-Seelscheid, Germany,  
P +49 2247 9194 -0, [www.dr-walter.com/en](http://www.dr-walter.com/en), [info@dr-walter.com](mailto:info@dr-walter.com)