

**Consumer information for the product  
PROTRIP-WORLD-VOLUNTEER**

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**Fact sheet (PWV – 090217)**

The following information is to provide you with a first overview of our product PROTRIP-WORLD-VOLUNTEER, which is a combination of legally independent insurance contracts developed by the LAC Living Abroad Community e.V. and purchased for its members. By entering into this contract, you will be covered within the following insurance conditions.

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-GRUPPE International health insurance of Allianz Worldwide Care SA (hereinafter: AVB-14PW)
  - General Insurance Conditions for Liability Insurance (AHB 0372 01.2009) in combination with the Special Liability Conditions AW-H of Generali Versicherung AG consisting of:
    - Special Conditions and Risk Descriptions for Personal Liability Insurance
    - Special Conditions and Risk Descriptions for Business / Professional Liability Insurance
    - Additional conditions for Business liability insurance for the users of Internet technologies
    - Additional Special Conditions for Personal Liability Insurance
  - General Accident Insurance Conditions including Additional conditions for Group Accident Insurance (AUB) in combination with the Special Accident Insurance Conditions AW-U of Generali Versicherung AG consisting of:
    - Expansions of the AUB 88 Version 2008 of Generali Versicherung AG
    - Special Accident Insurance Conditions
  - General Insurance Conditions for the Insurance of Assistance Services (PROTRIP-WORLD-GRUPPE Zusatzassistance 2014) of Europ Assistance Versicherung-AG

- certificate of enrollment (considered as insurance certificate)
- other written agreements
- your membership application form

**1. Type of insurance contracts**

PROTRIP-WORLD-VOLUNTEER consists of different combinations of international health insurance, liability insurance, accident insurance and assistance insurance for participants of an international volunteer program who want to stay abroad for up to two years.

PROTRIP-WORLD-VOLUNTEER is a group contract consisting of legally independent insurance contracts that members of the LAC Living Abroad Community e.V. (LAC) and participants of affiliate partner companies and organizations can enter into for insuring their stays abroad.

By entering into the contract, you receive a certificate of enrollment with details about the insured persons and range of services.

The product PROTRIP-WORLD-VOLUNTEER is exclusively offered and managed by Dr. Walter GmbH (Dr. Walter) or its distribution partners.

**2. Insurance coverage**

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-VOLUNTEER	
<b>International health insurance</b>	
Inpatient and outpatient treatments, including operations	unlimited
Medicine, remedies and dressing material	unlimited
Dental treatment for pain relief and simple fillings as well as repair of existing dentures and dental prosthesis 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)	unlimited
Return transport to the insured person's place of residence in the home country	unlimited
Transport of the insured person's mortal remains	unlimited
<b>General deductible per insured event</b>	<b>€ 0</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>
Unlimited extension of insurance coverage in case of extended stay abroad for medical reasons	✓
Pre-existing conditions, if treatment could not be anticipated in case the trip was carried out as planned	✓
Home country coverage in case of an interruption of the stay abroad	✓
<b>Liability Insurance</b>	
Professional and personal liability insurance incl. volunteer work with a lump sum for personal injury and/or property damage up to	€ 3,000,000
Property damage to host family's immovable property up to	€ 3,000,000
Damage to rented property covered by the policy up to	€ 1,000,000
Keys for private and professional purposes	€ 30,000
Deductible for liability loss per insured event	€ 0
<b>Accident insurance</b>	
Accidental death benefit	€ 15,500
Disability benefit	€ 51,200
Disability classification	225%
Benefit in case of 100% accidental disability	€ 115,200
Rescue costs	€ 25,000
Plastic surgery as a result of an accident	€ 10,000
<b>Assistance Insurance</b>	
Compensation for loss of means of payment	✓
Compensation for 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

The policy does not cover every possible event; this would require that we demand an extremely high premium.

#### Not covered, for example, are

- **in health insurance:**  
treatments of which the insured person knew at the start of the journey that they would have to take place under normal circumstances (for details see § 12 AVB-14PW).
- **in liability insurance:**  
damage to leased, rented or borrowed equipment (for details see § 7 AHB 0372 01.2009).
- **in accident insurance**  
intentionally caused insured events and damages due to deliberate criminal acts (for details see § 2 AUB 88 version of 2008).
- **in assistance insurance**  
emergency return trip and arrival of a person in a position of trust in case of an emergency in case of chronic mental illnesses, also if they occur in phases, and in case of addiction (for details see § VI PROTRIPWORLD-GRUPPE Zusatzassistance 2014).

#### 3. Premium: Amount, due date and consequences of non-payment (all figures in €)

The total premium consists of the LAC membership fee (LAC amount), health insurance premium (KV amount), liability/accident insurance premium (HU amount) and assistance insurance (AS amount).

The premiums for accident, liability and assistance insurance include 19% German insurance tax. The premiums for international health insurance are free of tax in accordance with § 4 no. 5 Insurance Tax Act (VersStg). The premium is a single premium and is due for the entire term of the insurance after receipt of the certificate of enrollment and after expiry of the revocation period.

**Only in case of accounts in Germany or Austria:** If the term of the insurance exceeds one month, payment of the premium can be made in equal monthly installments which are deemed deferred until the premium installment is due. The first premium installment is due at the start of insurance, the subsequent installments are each due at the start of the following month. If the policyholder defaults the payment of an installment, the deferred premium installments will become immediately due.

#### 4. Benefit exclusions

There is no liability to pay for example

- **in health insurance for:**
  - withdrawal and weaning treatments
  - treatments or rehabilitation measures at a health resort or sanitarium.
  - dentures incl. dental crowns (except basic repairs), inlays and onlays as well as for orthodontics and prophylaxis (for details see § 12 AVB-14PW)
- **in liability insurance for:**
  - damages as a result of keeping or operating motor vehicles
  - intentionally caused damages (for details see § 7 AHB 0372 01.2009)
- **in accident insurance for:**
  - accidents caused directly or indirectly by nuclear power
  - accidents as a result of drug use
  - exempt from insurance coverage are infections; insurance coverage is, however, granted if the pathogens entered the body through a wound due to an injury resulting from an accident covered by the policy (for details see § 2 AUB 88 version of 2008).
- **in assistance insurance:**
  - if the illness is a psychological reaction to war, internal unrest, terror attacks, an aviation accident or fear of war, internal unrest or terror attacks
  - in case of chronic mental disorders, also if they occur intermittently, as well as in case of addiction (for details see § VI PROTRIP-WORLD-GRUPPE Zusatzassistance 2014)

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

You are not required to fulfill any pre-contractual duties of disclosure. To enable us to properly check and process your membership application, please fill in the application correctly and in full. Incorrect information can result in full or partial loss of insurance coverage. For details, see the insurance conditions.

#### 6. Obligations during the contract period

You have no specific obligations – except for payment of premiums – to fulfill during the contract period. Please inform us immediately about any changes in the duration of your stay.

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

To be able to guarantee quick and straightforward processing of claims, we need the cooperation of policyholders.

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

- 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, there are further obligations that you have to fulfill that can help to resolve the insured event or reduce the damage.

Failure to comply with obligations can result in full or partial loss of insurance coverage.

#### 8. Start of insurance coverage

The membership is purchased for an agreed period. Insurance coverage 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 coverage are not covered.

#### 9. Contract cancellation

Insurance coverage 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.

## Customer information

The product PROTRIP-WORLD-VOLUNTEER is an insurance combination 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 Worldwide Care SA  
Registration Court: Registre du Commerce et des Sociétés, Paris  
Number 340,234,962  
Headquarters: 87 rue de Richelieu, 75002 Paris, France  
Postal address: Tour Neptune – 20 place de Seine – 92086 Paris la Défense cedex, France

**Accident and liability insurance is provided by:**

Generali Versicherung AG, Adenauerring 7, 81731 Munich, Germany.  
Headquarters: Munich, Registration Court: District Court Munich HRB 177658

**Assistance insurance is provided by:**

Europ Assistance Versicherungs-AG, Adenauerring 9, 81737 Munich, Germany.  
Headquarters and Registration Court Munich, HRB 61 405

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

Dr. Walter GmbH, Eisenerzstr. 34, 53819 Neunkirchen-Seelscheid, Germany.  
Headquarters: Neunkirchen-Seelscheid, Registration Court: District Court Siegburg HRB 4701

Dr. Walter GmbH has received the permission to act as an insurance broker from the competent Chamber of Industry and Commerce (IHK Bonn/Rhein-Sieg) in accordance with § 34d par. 1 Industrial Code (Gewerbeordnung).  
Competent authority: IHK Bonn/Rhein-Sieg, Bonner Talweg 17, 53113 Bonn, T +49(0)228 2284-0, F +49(0)228 2284-170, info@bonn.ihk.de, www.ihk-bonn.de.

Dr. Walter GmbH is registered in the Register of Insurance Brokers (Versicherungsvermittlerregister) under number D-QAMW-L7NVQ-57. This entry can be reviewed online at [www.vermittlerregister.info](http://www.vermittlerregister.info) or in the Register of Insurance Brokers (Versicherungsvermittlerregister) at Deutscher Industrie- und Handelskammertag (DIHK) e. V., Breite Strasse 29, 10178 Berlin, T +49(0)30 20308-0, F +49(0)30 20308-1000.

Dr. Walter GmbH has no direct or indirect interest of more than 10% in voting rights or capital of any insurance company. 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 coverage provided within accident, liability and assistance insurance.

Whereas in the event of a dispute, French law and place of jurisdiction apply for the insurance coverage 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(0)2247 9194-0  
F +49(0)2247 9194-40  
E-mail: [info@dr-walter.com](mailto:info@dr-walter.com)

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

For complaints that do not affect health insurance, please contact

- **Versicherungs-Ombudsmann (ombudsman for insurance matters), Postfach 080632, 10006 Berlin.**

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. His decisions are not binding for the insurer. The right to take legal action shall remain unaffected hereby.

In addition, you can file a complaint with

- **Bundesanstalt für Finanzdienstleistungsaufsicht (Federal Financial Supervisory Authority)**  
Graurheindorfer Straße 108, 53117 Bonn.

For complaints that affect international health insurance, please send a letter or email to

- **Allianz Worldwide Care SA – Relations Clients**  
Case Courrier BS, 20 place de Seine, 92086 Paris La Défense Cedex.  
Email: clients@allianz.fr  
Allianz Worldwide Care SA is a signatory to the mediation charter of the French Federation of Insurance Companies (FFSA). Therefore, in the event of a persistent and definitive disagreement, and after exhaustion of all domestic remedies listed below, the policyholder association, the member firms or the insured persons have the option to contact the Mediator of the FFSA – without prejudice to other potential remedies – by mail to the following address: BP 290 – 75425 Paris cedex 09.

## 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 permanent residence or had his 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 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 permanent residence or had his 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 permanent residence or had his 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 coverage is provided for the period mentioned in the insurance certificate. Insurance coverage 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-GRUPPE that LAC concluded as the policyholder, thereby providing insurance coverage 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-GRUPPE International Health Insurance (AVB-14PW) of Allianz Worldwide Care SA

### Introduction

The association known as "Living Abroad Community (L.A.C)" has taken out with Allianz Worldwide Care SA a Health Plan on behalf of one of its members, the Member Companies. The purpose of such Plan is to provide reimbursements complementary to the benefits in kind paid by the European Health Insurance Card.

#### The rights and obligations resulting therefrom,

- For the Policyholder Association taking out the policy, hereinafter referred to as the Policyholder Association, or the "L.A.C" Association,
- For the member of the Policyholder Association hereinafter referred to as "the Member Company",
- For the international students and doctorates, language and cultural exchange students; aupairs; interns, volunteers and work and travel participants in worldwide mobility programs who acquire the status of Covered Persons,
- For the Insurer, represented by Allianz Worldwide Care SA and referred to as the Insurer,

are set out in this contract which is governed by the French law.

### Title I – Purpose and bases of the contract

#### Article 1 – Purpose of the contract

This group insurance policy is governed by the French Insurance Code, and more particularly by the provisions stated in Title IV of Book I of the same Code, relating to Group Insurances. The statements from the Policyholder Association, the Member Company and the Covered Persons form its basis.

The purpose of such policy is to provide the international students and doctorates, language and cultural exchange students; aupairs; interns, volunteers and work and travel participants in worldwide mobility programs of the Member Company as defined in this contract with the reimbursements complementary to the benefits in kind paid by the European Health Insurance Card.

The contract consists of:

- The membership certificate completed and signed by the representatives of the L.A.C Association and the Member Company.
- A booklet given to the L.A.C Association which specifies the coverage, its conditions of coming into effect and application, and the formalities to be fulfilled in the event of a claim.

Any and all aforementioned must be covered by this policy.

#### Article 2 – Effective date, duration and renewal date of the contract

This contract shall take effect on June 30<sup>th</sup> 2014 for a period ending on December 31<sup>st</sup> 2014, subject to the Policyholder Association's signature.

It is then renewed by tacit agreement from each 1<sup>st</sup> January for a one-year period, unless terminated by one of the parties by registered letter with acknowledgement of receipt sent on the last 31<sup>st</sup> October at the latest.

The contract may also be terminated on the Insurer's initiative:

- at any time when the number of covered people no longer represents the entire category of international students and doctorates participating in worldwide mobility programs before defined,
- in the event of non-payment of the premium in accordance with the terms defined in Article 21 of this policy,
- on the termination date of the Member Company's membership certificate,
- following a compulsory liquidation (or equivalent proceedings) of the Policyholder Association.

#### Article 3 – Effective date, duration and renewal date of the membership certificate

For the Member Company, the insurance membership is established by a membership certificate, signed by the L.A.C Association and by the Member Company, which includes in particular:

- the membership number,
- the effective date of the policy,
- the person concerned,
- the area of coverage,
- the type and the amount of coverage taken out,
- the premium amount.

For the Member Company, the insurance policy shall take effect on the date specified in the membership certificate, and, at the earliest, on August 1<sup>st</sup> 2014, for a period expiring on 31<sup>st</sup> December of the same year.

It is then renewed by tacit agreement from each 1<sup>st</sup> January for a one-year period, unless terminated by the Member Company by registered letter with

acknowledgement of receipt sent to the Policyholder Association on the last 31<sup>st</sup> October at the latest; the termination shall take effect on 31<sup>st</sup> December of the current year. The Policyholder Association commits to informing the Insurer immediately.

The membership certificate may also be terminated in any of the following cases:

- On the date on which the Company ceases to be a member of the L.A.C Association,
- at any time when the number of covered persons no longer represents the entire category of international students and doctorates participating in worldwide mobility programs as defined in the membership certificate,
- following a recovery plan or a compulsory liquidation of the Member Company.

## Article 4 – Obligations of the Policyholder Association and the Member Company

### Obligations of the Policyholder Association

The L.A.C Association commits to:

- providing the Member Company with the booklet transmitted by the Insurer which summarizes the coverage, its conditions of coming into effect and application, and the formalities to be fulfilled in the event of a claim,
- informing in writing the Member Company of all modifications to be made, where relevant, to its rights and obligations, particularly before any reduction in coverage, any premium change or termination of the policy or the membership certificate.

### Obligations of the Member Company:

The Policyholder Association L.A.C commits to informing the Member Company of the obligations listed below. The Member Company therefore commits:

- 4.1 to enrolling in the insurance all present and future members belonging to the international students and doctorates category defined in this contract and declared as such to the Insurer, for the full range of coverage taken out.
- 4.2 to providing the Insurer with the following documents through the Policyholder Association:
  - 4.2.1 **When applying for membership:**
    - a membership application form signed by the Member Company stating the exchange student to be covered and declared as such to the Insurer, the level and area of selected coverage and the premium rates, enclosing:
    - Individual Applications for Membership by international students and doctorates to be covered, mentioning their countries of study.

The Member Company agrees to support its statements at any time.

**In the event of omission or misstatement by the Policyholder Association or the Member Company, the Insurer is entitled, pursuant to articles L.113-8 and L.113-9 of the French Insurance Code, either to declare the policy null and void, or to continue applying it under new conditions set by it.**

- 4.2.2 **Within 15 days from the day they start to study abroad**
    - Individual Applications for Membership by new eligible members. If this deadline is not met, the membership shall only be effective from the date of receipt by the Insurer of this application for membership, even if premiums have already been paid by the Member Company for the international students and doctorates concerned.
  - 4.2.3 **Within 15 days following the end of each quarter:**
    - The premium payment, as provided for in Article 21, accompanied, when appropriate, by any new changes:
      - in the composition of the covered international students and doctorates, including dates of start or termination of the study abroad
      - in the country of study,
      - in the international students and doctorates' name or address.
  - 4.2.4 **At each annual renewal date and, at the latest, on 31<sup>st</sup> January of the following financial year:**
    - the annual run-off statement, stating the persons covered during the previous financial year and mentioning the dates of start and termination of study abroad.
  - 4.3 To giving to each covered person at the time of membership, pursuant to Article L.141-4 of the French Insurance Code, the booklet drawn up by the Insurer and given to the Policyholder Association specifying the coverage, its conditions of coming into effect and application, and the formalities to be fulfilled in the event of a claim.
  - 4.4 To informing in writing the Covered Persons of the modifications to be made, when appropriate, to their rights and obligations, in particular before any reduction in coverage, any change in the amount of premium or termination of the policy, pursuant to the French Insurance Code.
- The Member Company shall be liable to its students and doctorates in case of non-compliance with the aforementioned obligations (for Paragraphs 4.3 and 4.4 pursuant to Article 12 of the Law no. 89-1009 of 31<sup>st</sup> December 1989 and Article L.141 – 4 of the French Insurance Code).**

## Article 5 – Other provisions

### 5.1 Income statements clause

For each calendar year and all similar contracts to which this policy belongs, the Insurer draws up common income statements according to the resources and costs attributable to it.

### 5.2 Revision

The conditions of this policy take into account the legislative and regulatory provisions in force on the policy's effective date.

However, if these ones are amended during the policy period, the Insurer reserves the possibility to revise the policy, at the earliest from the effective date of the new provisions.

Nevertheless, the Policyholder Association retains the possibility to request the termination of the policy without any notice period within thirty days following the notification by the Insurer.

This termination shall be effective from the first day of the calendar month following the Policyholder Association's request or from the effective date of the proposed modifications if later.

In the last case, the coverage and premium conditions are maintained on the existing basis prior to these modifications until the termination date.

The Policyholder Association shall inform the Member Company of the termination.

### 5.3 Scope of coverage

Unless otherwise stipulated in this policy, the coverage may be invoked 24 hours a day, both in professional and private life, in the event of sickness or accident and in the geographical area as indicated in Article 18.

### 5.4 Claims

Any event that may give entitlement to benefits must occur during the effective period of the coverage concerned and be declared within the periods stipulated therein or, if no period is stipulated, within six months following the effective insurance period.

### 5.5 Limitation of the actions arising from this insurance policy

Provisions relating to the limitation of actions arising from this insurance contract are laid down by Articles L.114-1 to L.114-3 of the French Insurance Code reproduced below:

Article L.114-1 of the French Insurance Code:

All legal actions arising from an insurance contract shall be barred two years as from the event that gave rise thereto.

However, the said period shall run:

1° in the event of non disclosure, omission, fraudulent representation or misrepresentation of the risk incurred, only as from the date on which the Insurer is aware thereof;

2° in the event of a claim, only as from the date the concerned parties are aware thereof, if they prove that they were unaware of such facts until then.

When the Covered Person's action against the Insurer arises from a third party's recourse, the limitation period shall run only from the date on which the said third party brings a legal action against the Covered Person or this one has paid it compensation.

The limitation period shall be increased to ten years for life insurance contract if the beneficiary is another person than the policyholder and, in insurance contracts covering personal injury, if the beneficiaries are the assigns of the deceased Covered Person.

Concerning Life insurance contract, notwithstanding the provisions of paragraph 2, the beneficiary's actions are subject to a maximum limitation period of thirty years from the date of the Covered Person's death.

Article L.114-2 of the French Insurance Code:

The limitation period shall be interrupted by one of the ordinary causes that interrupt the limitation period and by the appointment of experts following a claim. The limitation period of the legal action may also be interrupted by the Insurer sending the Covered Person a registered letter with acknowledgement of receipt in respect of the recovery for payment of the premium and by the Covered Person to the Insurer in respect of the payment of the claim.

Article L.114-3 of the French Insurance Code:

By way of derogation from Article 2254 of the French Civil Code, under no circumstance shall the limitation period be amended or further causes of suspension or interruption be added by the contracting parties, even if agreed by mutual agreement.

**Further information:**

The ordinary causes of interruption of the limitation period are set out in Articles 2240 et seq. of the French Civil Code; these ones include in particular: the debtor's acknowledgement of the right of the person against whom he was prescribing, a service of process, even for interim relief, enforcement proceedings. For more information about the completeness of the ordinary causes of interruption of the limitation period, see the aforementioned articles of the French Civil Code.

### 5.6 Recourse

Pursuant to the French Insurance Code, the Insurer may be subrogated to the right of the person entitled to benefits in order to exercise any recourse proceedings against any liable third party.

**The Insurer waives its right of recourse proceedings against the Policyholder Association and the Member Company.**

### 5.7 Complaint

In the event of a disagreement with the Insurer, the Policyholder Association, the Member Company or the Covered Persons shall first contact the usual representative at Allianz Life.

If the proposed solution does not meet the Covered Persons, the Policyholder Association or the Member Company's expectations, they can submit a complaint by ordinary letter or email to:

**Allianz Worldwide Care SA – Relations Clients, Case Courrier BS, 20 place de Seine, 92086 Paris La Défense Cedex.  
Email: clients@allianz.fr**

Allianz Worldwide Care 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, and after exhaustion of all domestic remedies listed below, the Policyholder Association, the Member Company or the Covered Persons have the option to call for the **Mediator of the French Federation of Insurance Companies**, who can be contacted by post at: BP 290 – 75425 Paris cedex 09,

and without prejudice to other possibilities of legal actions.

### 5.7 Administrative agreement

A management transfer protocol specifies the operations relating to this policy that the Insurer delegates to the Policyholder Association, and in particular the latter's obligations to the Insurer with respect to acceptance, statement, repayment of premium and compilation of statistics.

### 5.8 Clause relating to the French National Commission for Information Technology and Civil Liberties (CNIL)

All information concerning the Policyholder Association, the Member Company or the Covered Persons are used for contracts management.

The Member Company, the Policyholder Association or the Covered Persons have the right of access, rectification and opposition to their data, pursuant to Act n°78-17 of 6th January 1978 on Information Technology, Data Files and Civil Liberties.

### 5.9 Limitation of liability – Prior statement

In the event that several claims are caused by a same single event and subject to the provisions of the following paragraph, the accumulation of benefits

provided by the Insurer in this regard for all Life & Disability group insurance policies taken out by the member Policyholder Association cannot exceed 60 million Euro. If this sum is reached, it shall be apportioned between all affected Covered Persons in proportion to the respective amounts of insured benefits before limitation.

## Title II – The covered persons

### Article 6 – Category of persons to be enrolled

All members belonging to the category of international students and doctorates, language and cultural exchange students; aupairs; interns, volunteers and work and travel participants in worldwide mobility programs, of the Member Company are members of this Group Insurance Plan.

A covered person should not have reached his/her 40th birthday at the start date of the insurance policy.

### Article 7 – Membership conditions

The members of the aforementioned category to be covered must, at the time of their application for membership:

- Fill out and sign an Individual Application for Membership.

The Insurer reserves the right, on the basis of the aforementioned documents and information, to limit the coverage or to reassess the policy's premium stated in the application for membership, or even to refuse the Company's membership.

During the policy period, if the international students and doctorates category is joined by new eligible persons who present an aggravated risk, the Insurer may also reassess the premium rates on 1<sup>st</sup> January of the following financial year.

The Insurer shall inform the Policyholder Association of the new premium rates applicable to **new members only** by sending it an endorsement.

The Policyholder Association may refuse this increase and terminate the policy by sending the Insurer a registered letter with acknowledgement of receipt within thirty days from the date of receipt of the endorsement sent 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 Company of the termination.

In the event the Policyholder Association fails to terminate the policy within thirty days, the increase shall be deemed to have been accepted

### Article 8 – Effective date of coverage

Once the policy has come into effect, the coverage becomes effective for each student and doctorate, who acquires the status of Covered Person, on the following dates:

#### 8.1. Students enrolled on the effective date of the policy:

- from this date, subject to the compliance with Article 4.2.1.

#### 8.2. Students enrolled after the effective date of the policy:

- on the date they join the category of international students and doctorates to be covered if their Individual Applications for Membership have been received within fifteen days following this date.
- otherwise, on the date of receipt of such application.

### Article 9 – Termination or suspension of coverage

#### 9.1 Except in the event of concealment, omission or misstatement made in bad faith, the Covered Person, once accepted, cannot be excluded from the Insurance against his/her will as long as he/she belongs to the category of international students and doctorates to be covered, subject to the provisions of Article L.141-3 of the French Insurance Code.

In any case, the coverage ceases to be effective:

##### 9.1.1 For each Covered Person:

- as soon as he/she ceases to belong to the category of international students and doctorates, language and cultural exchange students; aupairs; interns, volunteers and work and travel participants to which this policy applies,
- The insurance period is longer than 24 months.

##### 9.1.2 For all Covered Persons belonging to the aforementioned international students and doctorates category:

- on the policy termination date,
- or on the termination date of the Member Company's membership certificate.

The termination (or suspension) of the coverage results in the cancellation of the right to benefits for all medical care provided after the termination date, even if they have started or have been prescribed before this date.

## Title III – Medical coverage

### Article 10 – Coverage beneficiaries

The Covered Persons alone.

### Article 11 – Medical Benefits

#### 11.1 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 in each case up to a maximum of 42 days, home holidays are covered.

#### 11.2 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 1,500.00 €.

e) in-patient emergency medical treatment for mental and psychological disorders occurring for the first time, up to a total of 20,000.00 €

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 medical return transport is required by the end of the insured stay because it is not possible to move the insured person, the Insurer will pay the costs of medical treatment up until the day when it is possible to move the insured person.

##### 4. Telephone costs

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

#### 11.3 Pregnancy /Labour

##### 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 labour. 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.

#### 11.4 Medical transport/Repatriation

The Insurer will pay the costs for

- a) medically necessary transport abroad for hospitalization or initial out-patient 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, 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 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.

#### 11.5 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.

#### 11.6 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.

#### 11.7 limitation to actual costs

Pursuant to Article 9 of the Act no. 89-1009 of 30<sup>th</sup> August 1990 and the Decree no. 90-769 of 30<sup>th</sup> August 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 12 – 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 or the Member Company.

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 Company of the termination.

## Article 13 – Excluded benefits related to medical coverage

It is specified that the following benefits are not covered by this policy, except benefits specified as covered in the coverage table attached to the policy:

- costs for the treatment of prior illnesses including chronic illnesses, unless there is an acute and unforeseeable deterioration in health;
- 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);
- 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;
- psychoanalytical and psychotherapy treatment, if not covered under aforementioned details of benefits and hypnosis;
- payments for pregnancy and labour, 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.

Insurance is provided during home holidays as follows:

- 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 in Title VI, provided the treatment was practised by a general or specialised practitioner or the hospitalisation was a necessity owing to the emergency and took place within twenty-four hours,
- in all other cases, after express approval by the Insurer.

## Title IV – 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 Centre 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 his/her 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.

### Interruption of the insured stay

Where the insured person is obliged to interrupt the insured stay, due to

1. a parent or guardian of the insured person being hospitalised for more than five days due to an unexpected severe illness or a serious accident;
  2. the death of a parent, guardian or sibling
- insurer will make the travel arrangements for the insured person to the hospital or the place of the funeral and the return journey to the residence, and will bear the costs thereof.

### 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 Centre 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 V – Table of benefits – Area of coverage

### Article 14 – Table of benefits

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

Medical cover	
In-patient and out-patient treatment including operations	unlimited
Drugs, medicines and bandages	unlimited
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 recognised emergency medical services	unlimited
Medically effective and reasonable evacuation of the insured person to his or her place of residence	unlimited
Repatriation of the insured person in case of death	unlimited
General excess per case	€ 0
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

Medical emergency assistance and full assistance coverage	
Information about medical care	service
Dispatch of medicines	costs of dispatch
Hospital visit of a person close to the insured person if hospitalisation 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 15 – 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
  - Zone 2: Worldwide – Worldwide
  - Zone 3: Worldwide – U.S.A 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 in Title VI, provided the treatment was practised by a general or specialised practitioner or the hospitalisation was a necessity owing to the emergency and took place within twenty-four hours,
- in all other cases, after express approval by the Insurer.

## Title VI – Premiums

### Article 16 – Rates and calculation basis

#### 16.1 Premiums

The net daily premiums amount are as agreed in the contract.

#### 16.2 Indexation

Premiums are automatically indexed on each 1<sup>st</sup> January, according to the annual consumption of medical care and medical goods, the costs of which are borne by households and supplementary insurance companies (amount in Euro of the medical care and goods included in the national health accounts under the headings "Household expenditure", "Mutual insurances and private insurances").

#### 16.3 Revision in case of modification of the legislative and regulatory provisions

The premiums may be revised according to the provisions of Article 5.2.

#### 16.4 Revision according to technical results

Pursuant to Article 5.1, the rates may be revised each 1<sup>st</sup> January according to the technical results of contracts of the same type.

In case of disagreement, the Policyholder Association may request the termination of the policy by registered letter within one month from the date of notification by the Insurer. The termination shall take effect on the first day of the month following the receipt of the registered letter by the Insurer.

**The Policyholder Association commits to informing the Member Company of the termination.**

The Insurer shall receive the premium proportion of the 1<sup>st</sup> January on the termination date, calculated on the basis of the premium rates previously in force.

**Necessary Premium adjustments are implemented at each 1<sup>st</sup> day of the year but only for new memberships. The conditions for concluded individual Memberships shall not change during the contracted period**

### Article 17 – Premiums payment

**The premiums are due by the Covered Person immediately after conclusion of the insurance and must be paid when the insurance certificate is issued,**

The premium is then due monthly to the Insurer directly by the Policyholder Association which is solely responsible for their payment.

For that purpose, the Policyholder Association shall complete, according to the indications they contain, the quarterly statements and the annual run-off statements addressed to it.

If the premium has not been paid when the first event occurs, the Insurer will be released from the obligation to make payment. The policyholder is responsible for non-payment.

### Article 18 – Non-payment of the premiums

**Should the Policyholder Association fail to pay all the premiums within the month following their due date, the coverage is suspended THIRTY days after issuance by the Insurer of a registered letter enclosing the formal notice provided for in Article L.113-3 of the French Insurance Code.**

**If, beyond that period, the Policyholder Association has not made the requested payment, the policy may be terminated without any further formality within the ten following days.**

## General Liability Insurance Conditions (AHB)

### Scope of insurance

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

1.1 Insurance coverage 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 coverage 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 coverage can be extended to the legal liability of the policyholder 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 Insurance coverage includes the legal liability

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

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

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

3.2 The insurance coverage 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 Section 21.

#### 4. Automatic extension of coverage

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 coverage will be retrospectively canceled 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 coverage will be retrospectively canceled 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 Section 4.1.2, the insurance coverage for new risks will be limited to € 500,000 for personal injury and € 150,000 for property damage.

4.3 Automatic extension of coverage does not apply for risks

4.3.1 arising from ownership, possession, keeping or operation of motor vehicles, aircraft or water vehicles, insofar as these vehicles require a driver's license or 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 coverage;

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

5.1 Insurance coverage 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, acknowledgment or settlement to pay compensation and if the insurer is bound to this. Acknowledgments 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 acknowledgment 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 coverage, 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 coverage 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 addenda (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 credited to 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 coverage 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 credited to the sum insured in full.
- 6.8 Where the insurer requests the handling of a liability claim by acknowledgment, 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 legal liability because of a contract or pledge.
- 7.4 Liability claims
- 7.4.1 of the policyholder or of the persons listed in Section 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.
- 7.4.4 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 Sections 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 coverage 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 industrial 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 industrial 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 industrial 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 had taken necessary protective measures to prevent damages.
- 7.7.4 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 coverage 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 (SGB VII) are, however, covered.
- 7.10.1 Claims asserted against the policyholder because of environmental damage in accordance with the Environmental Damage Act (USchadG) or other national implementation acts based on the Environmental Liability Directive (2004/35/EC). This also applies if a third party makes a claim against the policyholder for damages caused by such environmental damage in accordance with statutory liability provisions under private law. Insurance coverage remains in place for claims that could be asserted against the policyholder even without the existence of the Environmental Damage Act or other national implementation acts based on the Environmental Liability Directive (2004/35/EC) but because of statutory liability provisions under private law. This exclusion does not apply for insurance coverage of personal liability risks.
- 7.10.2 Liability claims for damages from environmental impact. This also includes damage caused by fire and/or explosion. This exclusion shall not apply
- a) within insurance of personal liability risks;
  - b) for 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 coverage for damages from environmental impacts 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 infringements of personal rights or naming 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 to property damage arising from the illness of animals the policyholder owns, keeps or sells. In both cases, insurance coverage is provided if the policyholder proves that he did not act with intent or gross negligence
- Start of insurance coverage / Payment of premium**
- 8. Start of insurance coverage**
- The insurance coverage starts on the date stipulated in the insurance policy if the policyholder pays the first or single premium on time in accordance with Section 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 coverage. 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 at a later point in time, the insurance coverage only starts from this later point in time. This shall not apply if the policyholder proves that he 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 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 is entitled to request compensation for the loss incurred through the delay. Failure to pay a renewal premium on time authorizes the insurer to set a payment period of at least two weeks in writing 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 Sections 10.3 and 10.4.
- 10.3 If the policyholder is still in default of payment after expiry of the deadline, there will be no insurance coverage from this point until payment is received, provided that the insurer informed the policyholder respectively in his request for payment according to Section 10.2 par. 3.
- 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 Section 10.2 par. 3. 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. This must be pointed out to the policyholder in the request for payment in accordance with Section 10.2 par. 3.  
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 coverage 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 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 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 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 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 Section 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 coverage 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 1 July, 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 Section 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 Section 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 Sections 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.
- 16. Duration and end of contract/Cancellation**
- 16.1 The contract is concluded for the agreed period.
- 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 canceled at expiry of the third year or of any subsequent year by the policyholder; the written 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 Section 15.3, without a change in the insurance coverage, 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 canceled 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 coverage.
- The notice of cancellation must have reached the contract partner in writing at least one month after the compensation payment or the service of the writ.
- 19.2 If the policyholder cancels the insurance contract, his 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. A notice of cancellation by the insurer comes into effect one month after being received by the policyholder.
- 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 canceled in writing
- 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 canceled, 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 coverage 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 coverage 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 coverage 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 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 issues his contract statement, to provide complete and true information in written form about all risk-related circumstances known to him about which the insurer has asked him 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 himself 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.
- 23.2.2 The insurer has no right of withdrawal if the policyholder proves that the he or his 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 had also 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 coverage in case of withdrawal. Where the insurer withdraws from the contract after the occurrence of an insured event, he is obliged to provide insurance coverage if the policyholder proves that the circumstance about which he provided incorrect or incomplete information was not the reason for either the occurrence of the insured event or the ascertainment or the extent of the benefits. There will be, however, no insurance coverage 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 writing subject to a period of notice of one month.

The insurer has no right of cancellation if the policyholder proves that the insurer had also 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 had also 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 coverage for the non-disclosed circumstance, the policyholder may cancel the contract without notice within one month after he received our notification. The insurer has to assert his rights in accordance with Section 23.2 and 23.3 within one month in writing.

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 Sections 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 writing by means of a separate notification. The insurer cannot invoke the rights stipulated in Sections 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 Sections 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 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 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, public prosecution, official or judicial proceedings are instituted against him, 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 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 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 will lose his insurance coverage. 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 coverage 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 did not breach the obligation with gross negligence, the insurance coverage will continue. Insurance coverage 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 Section 26.1.

## Further provisions

### 27. 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 coverage (Section 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 addenda.
- 29.2 Where the policyholder has failed to notify the insurer of a change in his 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 business establishment, Section 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 residence or, in the absence of such, his 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 residence or, in the absence of such, his 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.

## Special conditions and risk descriptions for personal liability insurance

### 1. Personal liability insurance

1.1 When stipulated in the insurance policy, the insurance policy covers the compulsory personal liability of the policyholder as a private individual arising from the dangers of everyday life within the General Liability Insurance Conditions (AHB) and the following terms and conditions for the person mentioned by name (hereinafter referred to as policyholder).

Excluded are the risks

- of a policyholder's own or an external business or commerce, profession, service or post (including honorary posts). This does not apply for a professional internship as part of a course of study;
- a responsible position in any kind of association;
- of unusual or dangerous activities.

1.2 In deviation from 1.1, the insurance policy covers the legal liability of the policyholder arising from an honorary post. The policy does not cover the liability arising from holding an office (full-time). Where the policyholder's activity described in the first paragraph is covered by another insurance policy, the insurance coverage resulting from the present contract and the underlying Special Conditions for Personal Liability Insurance only applies to damages for which no benefits can be claimed under the other existing insurance policy.

### 2. Insured persons

#### 2.1 Spouses

The equivalent legal liability of the policyholder's spouse or life partner<sup>1</sup> is included in the policy.

#### 2.2 Unmarried children

2.2.1 The equivalent legal liability of their children is included in the policy if such children are unmarried and not living in a registered civil partnership<sup>1</sup> (including stepchildren, adoptive children and foster children). In case of adult children this does only apply as long as they are not yet in an continuous school education or an immediately ensuing and continuous initial vocational training. Initial vocational training means an apprenticeship and/or course of study – also in reverse order – but not a follow-up vocational training or second degree studies, practical legal or teaching training (Referendariat), physician internship, further education and similar programs. Insurance coverage remains in effect during compulsory military and alternative civilian service (including additional voluntary military service) prior to, during or following vocational training. Immediate or continuous within the meaning of this Section means a period of up to twelve months.

2.2.2 The equivalent legal liability of their mentally handicapped children, if they are unmarried, living in cohabitation and not in a registered civil partnership (including stepchildren, adoptive children and foster children), is included in the policy. The insurer will not refer to children included in the policy being under the age of criminal responsibility if called for by the policyholder and if another insurer (e.g. a social insurance agency, provider of comprehensive insurance) is not liable to pay. A contributory negligence by the injured party is taken into account. The insurer reserves a right of recourse against third parties liable for damages because of his expenses (e.g. due to violation of supervisory duties) if they are not insured persons under this contract. Sum insured see insurance policy.

#### 2.3 Life partners

If explicitly agreed and mentioned by name in the insurance policy or its addenda, the equivalent personal legal liability of the policyholder's life partner living in extra-marital cohabitation with the policyholder as well as the liability of the life partner's children within the meaning of Section 2.2 are included in the policy if both the policyholder and the partner are unmarried.

2.3.1 No coverage is provided for liability claims

- by the policyholder against co-insured persons;

<sup>1</sup> Life partner is a person living in a registered civil partnership in accordance with the Law on Civil Partnership (LPartG) or a similar partnership under the laws of other countries. The term registered civil partnerships also includes partnerships under the laws of other countries that are similar/comparable to partnerships within the meaning of the Law on Civil Partnership (LPartG).

- co-insured persons against the policyholder;
- co-insured persons against each other.

The policy does, however, include rights of recourse for personal injury from the subrogated right of social insurance and welfare agencies, private health insurance providers, private and public employers.

2.3.2 Co-insurance ceases when the extra-marital cohabitation is dissolved.

### 2.4 Co-insured relatives

The equivalent personal legal liability of an unmarried relative living in cohabitation with you, such as mother/father/grandmother/grandfather/grandchild/sibling/niece or nephew or adult unmarried children after completion of their professional training is included in the policy.

### 2.5 Relatives in need of care and living in the policyholder's household

The equivalent personal legal liability of relatives in need of care and living in the policyholder's household who are classified by long-term care insurance as having at least long-term care level 1 is included in the policy. Relatives are 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 like parents and children).

2.5.1 Co-insurance starts when they become part of the policyholder's household. It ends when they are no longer in need of care or no longer live the policyholder's household.

2.5.2 Benefits from personal liability insurance of relatives in need of care prevail over this insurance coverage.

### 2.6 Au pairs

The equivalent personal legal liability of au pairs (including damages resulting from their position as an au pair) towards third parties not co-insured under this contract is included in the policy. For the co-insurance to be valid, it is necessary that the legally required authorizations for a stay in the Federal Republic of Germany and the work as an au pair were given by the appropriate authorities.

2.6.1 Co-insurance starts when they become part of the policyholder's household. It ends when they no longer live the policyholder's household.

2.6.2 No coverage is provided for liability claims resulting from personal injuries classified as occupational accidents or diseases in the policyholder's company in accordance with the Social Code (SGB, VII).

2.6.3 Benefits from personal liability insurance of au pairs prevail over this insurance coverage.

### 2.7 Exchange students

The equivalent personal legal liability of exchange students towards third parties not co-insured under this contract is included in the policy. For the co-insurance to be valid, it is necessary that the legally required authorizations for a stay in the Federal Republic of Germany and school attendance were given (e.g. by the school in question).

2.7.1 Co-insurance starts when they become part of the policyholder's household. It ends when they no longer live in the policyholder's household.

2.7.2 Benefits from personal liability insurance of exchange students prevail over this insurance coverage.

### 2.8 Persons working in the household

The legal liability of persons working in the policyholder's household (e.g. domestic helps or household employees) towards third parties and arising from their work is included in the policy. The same applies to persons who take care of the apartments, houses or gardens stipulated in Section 4.1 of the Special Conditions for Personal Liability Insurance, or who carry out snow removal and sanding regarding these locations, under an employment contract or as a favor. No coverage is provided for liability claims resulting from personal injuries classified as occupational accidents or diseases in the policyholder's company in accordance with the Social Code (SGB, VII).

### 2.9 Nursing staff working in the household

The legal liability of nursing staff working in the policyholder's household under an employment contract, as a social commitment or as a favor and taking care of co-insured persons in need of care and living in the policyholder's household towards third parties not co-insured under this contract is included in the policy. No coverage is provided for liability claims resulting from personal injuries classified as occupational accidents or diseases in the policyholder's company in accordance with the Social Code (SGB, VII).

### 2.10 Analogous application

The provisions applied to the policyholder shall apply accordingly for the co-insured persons.

## 3. Family, household and sports

The policy includes the legal liability

3.1 as head of family and household, arising e.g. from the responsibility for minors;

3.2 arising from the paid or unpaid work as childminder (taking care of minors in the childminder's own home but also outside, e.g. on playgrounds, during walks and excursions, etc.);

3.3 as employer of persons working in his household;

3.4 as a cyclist;

3.5 from practicing sports, except for hunting and taking part in horse, bicycle or motor vehicle racing and the respective preparations (training)

## 4. Apartments, real estate, rooms, building owner

4.1 The policy includes the legal liability as owner

4.1.1 of one or several apartments – including holiday apartments –.

In case of condominium, insurance coverage is granted in the function as owner of estate in severalty. The policy includes legal liability from claims for damages to the common property by the group of apartment owners. The liability to pay, however, does not apply for the policyholder's share of the common property.

4.1.2 of a house as long as it does not contain more than two separate apartments,

4.1.3 of a weekend/holiday home, including the associated garages, gardens and community gardens as stipulated in Sections 4.1.1 to 4.1.3.

- 4.2 For the insurance coverage to apply, it is required that the mentioned objects
- are located in Germany;
  - are used at least in part for residential purposes by the policyholder;
  - do not contain a business establishment of the policyholder.
- 4.3 The policy includes the legal liability
- from the breach of obligations the policyholder is required to fulfill (e.g. building maintenance, lighting, cleaning, sanding and snow removal on sidewalks, also insofar as they are part of the rental contract);
  - of the policyholder from co-ownership of the community installations associated to the insured objects as stipulated in Sections 4.1.2 to 4.1.3, e.g. joint access to a public road, space for laundry drying, garage courts, space for garbage cans;
  - as operator of a PV system on the roof of an insured building as stipulated in Sections 4.1.1 to 4.1.3 or on the associated land. Insurance coverage does also apply – partly deviating from Section 1.1 – if the produced electricity is fed into the public grid for a consideration.
  - as operator of a solar heating system on the roof of an insured building as stipulated in Sections 4.1.1 to 4.1.3 or on the associated land. Insurance coverage does also apply – partly deviating from Section 1.1 – if the hot water from the system is provided to tenants or other third parties for a consideration.
  - from the letting of
    - a) single rooms in the objects as stipulated in Sections 4.1.1 to 4.1.3;
    - b) an apartment in an object as stipulated in Section 4.1.2;
    - c) an object as stipulated in Section 4.1.3;
    - d) garages associated to the objects as stipulated in Sections 4.1.1 to 4.1.3;
  - as building owner as well as from construction works carried out by the building owner (new buildings, modifications, repairs, demolition and excavation works) up to the estimated construction costs per construction project as mentioned in the insurance policy. If the estimate exceeds this amount, a building owner's liability insurance needs to be purchased for the entire construction project;
  - as former owner in accordance with § 836 par. 2 German Civil Code (BGB) if the insurance policy was valid until the change in ownership;
  - of the insolvency administrators in such capacity.
- 5. Damage to rented property**
- 5.1 in deviation from Section 7.6 of the agreed General Liability Insurance Conditions (AHB), the coverage includes legal liability for property damage and all resulting financial losses to rented buildings, residential property and other rooms in buildings rented for private use.
- 5.2 No coverage is provided for
- 5.2.1 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 the policyholder is able to take out a separate policy for this purpose;
  - damage caused by mold;
- 5.2.2 rights of recourse that fall under the waiver of recourse in accordance with the agreement of fire insurers for overall insurance claims.
- 5.3 Sum insured see insurance policy.
- 6. Animals**
- The policy includes the legal liability
- 6.1 as owner or keeper of tame pets, domesticated small animals and bees – but not of dogs, cattle, horses, other riding and draft animals, wild animals as well as animals kept for industrial or agricultural purposes. The legal liability as a keeper of a trained guide dog is, however, included in the policy. For this, a valid disabled person's pass issued by the social welfare office because of a visual impairment and labeled with the code "Bl" is required.
- 6.2 as
- rider when riding third-party horses.
  - driver when driving third-party carriages for private purposes.
- Benefits from liability insurance of the animal owner prevail over this insurance coverage.
- 6.3 from the keeping of third-party dogs or horses, unless this is done in an industrial fashion.
- Benefits from liability insurance of the animal owner prevail over this insurance coverage.
- No coverage is provided for the keeping of dogs kept by or belonging to co-insured persons.
- 6.5 The policy does not cover claims of owners or keepers of animals as well as carriage owners except in case of personal injury.
- 7. Land, air and water vehicles**
- 7.1 For the owner, proprietor, holder or operator of land, air or water vehicles or motor vehicle trailers, the policy does not cover the liability for damages caused by the use of the vehicle.
- 7.2 The policy does, however, include the legal liability for damages caused by the use
- 7.2.1 of the following self-propelled land vehicles and trailers unless compulsory insurance is required for them:
- motor vehicles and trailers regardless of a maximum speed, which operate only on private roads and spaces;
  - motor vehicles up to 6 km/h maximum design speed;
  - self-propelled working machines with a maximum design speed of 20 km/h;
  - remote-controlled model vehicles.
- 7.2.1.1 The exclusions in Section 3.1.2 and 4.3.1 AHB do not apply for these vehicles.
- 7.2.1.2 Driving without official permit. Only authorized drivers are allowed to drive the vehicle. An authorized driver is a person whom the authorized holder knowingly and willingly allowed to use the vehicle. The policyholder is obliged to make sure that the vehicle is not used by an unauthorized driver. The driver of the vehicle is allowed to drive the vehicle on public roads and spaces only with the required driving license. The policyholder is obliged to make sure that the vehicle is not used by a driver who doesn't have the required driving license. If the policyholder breaches one of these obligations, Section 26 AHB (legal consequences of a breach of obligations) shall apply.
- 7.2.2 of model aircraft, unmanned balloons and kites,
- that are powered neither by engines nor propellants and
  - with a flying weight not exceeding 5 kg (incl. accessories like ropes, strings, harness) and
  - that do not require an official permit for the use of airspace.
- If benefits can be claimed under a separate aircraft liability insurance in case of an insured event, such performance obligations prevail over this insurance coverage. This also applies if such insurance coverage is provided through a group insurance policy.
- 7.2.3 of the following water vehicles:
- pleasure craft, except own sailing boats and own or another's motorized pleasure crafts (including auxiliary and outboard engines) or propellants (but see Section 8);
  - windsurfing boards;
  - remote-controlled model vehicles.
- 8. Occasional use of third-party motorized boats**
- 8.1 The policy includes – in deviation from Section 7.2.3 – the legal liability for damages caused by the use of third-party motorized boats (including sailing boats with auxiliary engine) up to an engine power of 55 kW (75 hp), insofar as this use only takes place occasionally and in each case is only temporary for up to 4 weeks. Insurance coverage is only given insofar as the liability insurance policy of the owner of the third-party boat is obliged to provide insurance coverage to the authorized driver.
- 8.2 No coverage is provided for the use of water vehicles that
- are held or owned by co-insured persons;
  - are held or taken in possession for an uninterrupted period of more than 4 weeks.
- The insurer is exempt from the liability to pay if - at the time the insured event occurs - the driver of the vehicle
- does not have the required official driving license;
  - used the vehicle without authorization.
- The liability to pay benefits to the policyholder remains in effect if he could reasonably assume that the authorized driver had a driving license or if an unauthorized person drove the vehicle.
- 8.3 Driving without mandatory official permit
- Only authorized drivers are allowed to drive the pleasure craft. An authorized driver is a person whom the authorized holder knowingly and willingly allowed to use the pleasure craft. The policyholder is obliged to make sure that the pleasure craft is not used by an unauthorized driver. The driver of the pleasure craft is allowed to drive the pleasure craft only with the required official permit. The policyholder is obliged to make sure that the pleasure craft is not used by a driver who doesn't have the required official permit. If the policyholder breaches one of these obligations, Section 26 AHB (legal consequences of a breach of obligations) shall apply.
- 9. Insured events during a temporary stay abroad**
- 9.1 During a temporary stay abroad up to a maximum duration of 60 months outside Europe and unlimited duration within Europe, the policy – in deviation from Section 7.9 AHB – includes the legal liability from insured events taking place abroad.
- 9.2 The policy – in amendment of Section 3 – includes the legal liability from the temporary use or rent (not ownership) of apartments and houses abroad and from the ownership of apartments and houses in other European countries in accordance with Section 4.1 of these Special Conditions.
- 9.3 The insurer's services are paid in euros. Whenever the place of payment is outside a member state of the European Monetary Union, the obligations of the insurer shall be deemed having been met on the date the euro amount is remitted to a financial institution located within the European Monetary Union.
- 10. Security deposit in case of damages occurring abroad**
- If the policyholder is required by the authorities abroad to pay a security deposit to guarantee the payment of benefits under his legal liability, the insurer will provide the policyholder with the required amount up to the sum insured stipulated in the insurance policy per insured event and for all insured events of an insurance year up to twice the amount of that sum. The security deposit is credited to a compensation to be paid by the insurer. If the security deposit exceeds this compensation, the policyholder is obliged to pay back the difference. The same applies if the security deposit is kept as a penalty, fine or to enforce uninsured claims for compensation or if the security deposit forfeited. The insurer's services are paid in euros. Whenever the place of payment is outside a member state of the European Monetary Union, the obligations of the insurer shall be deemed having been met on the date the euro amount is remitted to a financial institution located within the European Monetary Union.
- 11. Weapons, ammunition and projectiles**
- The policy includes the legal liability from the permitted private ownership and use of hacking weapons, thrusting weapons and firearms as well as ammunition and projectiles, except when used for hunting purposes or for criminal acts.
- 12. Changes to water bodies**
- The policy includes – provided that financial losses are treated like property damages – the legal liability of the policyholder for direct or indirect consequences of changes to the physical, chemical and biological quality of a water body including groundwater (damage to water bodies) except for liability as the owner of installations for the storage of water-polluting substances and from the use of these stored substances (insurance coverage for this will exclusively be granted by a separate contract).

## 12.1 Insured installations

- In deviation from Section 12, the policy includes, however, the legal liability as owner of installations for the storage of water-polluting substances in containers with a capacity of up to 60 liters/kilograms (small containers) if the total capacity of all available small containers does not exceed 1,000 liters/kilograms and from the use of such substances.
- If these amounts are exceeded, co-insurance is no longer valid. Section 3.1.2 AHB (increase in and extension of the insured risk), Sections 3.1.3 and 4 AHB (automatic extension of coverage) do not apply.

## 12.2 Rescue costs

Expenses, even if they fail to succeed, that are deemed necessary by the policyholder to prevent or reduce damage in case of an insured event (rescue costs) as well as extrajudicial expert's fees are only paid by the insurer insofar as they – when added to the compensation – don't exceed the sum insured for property damage. All court costs and attorney fees continue to be governed by the AHB. Rescue costs and extrajudicial expert's fees paid on instruction from the insurer are also to be compensated if they – when added to the compensation – exceed the sum insured for property damage. The insurer's approval of measures by the policyholder or a third party to prevent or reduce the damage is not deemed an insurer's instruction.

## 12.3 Breaches of duty/violations

No coverage is provided for liability claims against persons (policyholder or any co-insured person) who caused the damage by deliberate contravention of the law, regulations, administrative orders or decrees to the policyholder intended to protect water bodies.

## 12.4 Collective dangers

No coverage is provided for liability claims for damages which are demonstrably based on war events, other hostile acts, turmoil, internal unrest, general strikes, illegal strikes or are the direct result of decrees or measures adopted by public authorities. The same applies to damages from force majeure insofar as they result from elemental forces of nature.

## 13. Loss of third-party private or professional keys

In amendment of Section 2.2 AHB and in deviation from Section 7.6 AHB, the policy includes the legal liability from the loss of third-party keys (including master keys or code cards for a locking system) that were legally kept in the policyholder's safekeeping. Insurance coverage includes legal liability claims because of costs for the necessary replacement of locks and locking systems as well as for temporary protective measures (e.g. emergency lock) and property protection up to 14 days starting from the point when the loss of keys was noticed. In case of individual ownership, liability claims of the community of owners are included in the policy. The liability to pay, however, does not apply for the policyholder's share of the common property.

## 13.1 No coverage is provided for liability claims from

- consequential damages of a loss of key (e.g. because of burglary);
- the loss of keys that were handed to the policyholder during a training, working or employment relationship;
- the loss of safe or furniture keys as well as other keys to movable objects.

## 13.2 Sum insured see insurance policy.

## 14. Financial loss

The policy includes the legal liability because of financial loss within the meaning of Section 2.1 AHB from insured events that occurred during the validity of the insurance policy.

No coverage is provided for liability claims for damages

- resulting from goods produced or delivered by the policyholder (or on his behalf or by third parties on his account), works or other services carried out or provided by the policyholder;
- from activities as planner, counselor, site or assembly supervisor, auditor or expert;
- from activities related to investment, credit, insurance, land, leasing or similar commercial transactions, from all kinds of payments, cash management as well as from breach of trust and misappropriation;
- from the infringement of personal and naming rights, industrial property rights and copyrights as well as of antitrust and competition laws;
- from the granting of licenses and patents;
- from the non-compliance with deadlines, dates, quotations and estimates of cost;
- from advice, recommendations or instructions to economically-linked undertakings;
- from all kinds of agency transactions;
- from activities in connection with
  - rationalization and automation;
  - data collection, storage, backup and recovery;
  - provision of information, translation as well as tour operation;
- from deliberate contravention of the law and administrative regulations, instructions or conditions of the principal or other kind of deliberate breach of duty;
- from the loss of property including, for example, money, securities and valuables as well as bank and credit cards;
- from breaches of duty in connection with a former or present position as member of board, management, supervisory board, advisory board or other comparable governing or supervisory bodies/institutions. Sum insured see insurance policy.

## 15. Property damage – Favor

The following applies to property damage as a result of a favor:

The insurer will not refer to the implied disclaimer in case of favors by the policyholder or co-insured persons if called for by the policyholder and if another insurer (e.g. provider of comprehensive insurance) is not liable to pay. A contributory negligence by the injured party is taken into account. Sum insured see insurance policy.

## 16. Bad debt losses (Loss coverage)

### 16.1 Insured risk

- 16.1.1 Insurance coverage applies if the policyholder or any of the co-insured persons under this liability insurance policy (as a private individual)
- suffers a liability loss,
  - and the policyholder – or another co-insured person under this personal liability insurance policy – can make a claim for personal injury, property damage or financial loss against the responsible party (= third party),
  - and if a third party is unable to pay compensation from a legally enforceable judgment to the policyholder.

As a result of this coverage for bad debt loss, the policyholder is treated as if the third party had purchased the same personal liability insurance policy like the policyholder. This means that the insurer examines, based on the General Insurance Conditions for Liability Insurance, the Special Conditions for Personal Liability Insurance and the agreed Sections applying for the policyholder, whether the third party would have been covered in the event of a claim. In addition to the scope of the personal liability insurance policy, insurance coverage is also provided if the third party causes damage to the policyholder in his role as owner or keeper of animals.

The following applies in particular:

- 16.1.2 The claim derives from statutory liability provisions under private law.
- 16.1.3 The insured event that caused the personal injury, property damage or financial loss must occur during the validity of the bad debt loss coverage.
- 16.2 Benefit requirements
- 16.2.1 The policyholder must have won a legally enforceable judgment against the third party at a German court. A legally enforceable judgment within the meaning of these terms and conditions is a judgment, enforcement proceedings, settlement or a notarized acknowledgment of debt with submission to execution clause stating that the third party personally submits to the immediate foreclosure of its entire assets.
- 16.2.2 The attempt to execute the judgment against the third party must have failed. This is the case when
- a foreclosure did not result in the full or partial payment of the policyholder's claims for compensation;
  - even partial payment is deemed futile as a result of the verified circumstances, e.g. because the third party has made an oath of disclosure.
- 16.3 Amount of compensation

The insurer pays the compensation amount stipulated in the enforceable judgment, limited to the sums insured under this contract. Potentially agreed deductibles within personal liability insurance for damages caused by the policyholder to third parties do not apply in the coverage for bad debt loss.

### 16.4 Your obligations

- 16.4.1 The policyholder must file an application for compensation.

- 16.4.2 The policyholder must prove that the attempt at enforcement failed.

For this purpose, the following documents must be provided to the insurer:

- the legally enforceable judgment in the original and
  - the minutes of the enforcement by a bailiff or
  - documents showing that even partial payment can be deemed futile.
- 16.4.3 The insurer shall be subrogated to the policyholder's claims for compensation against the third party. This subrogation takes place on the deferrable condition that the insurer pays the compensation to the policyholder. For this purpose, the policyholder must sign a written letter of subrogation prepared by the insurer in the event of a claim.
- 16.4.4 The policyholder must provide the insurer with comprehensive and truthful reports about the circumstances of the loss. He must provide information on all circumstances relevant to the claim and send all documents that are relevant for the assessment of the case. The insurer points out that also documents can be requested that are significant for the assessment of the liability loss.

### 16.5 Consequences of a breach of obligations

It is essential for the provision of insurance coverage that the obligations under Section 16.4 are fulfilled. If the policyholder breaches these obligations, the provisions under Section 26 AHB apply. In accordance with these provisions, the insurer is entitled - where the respective prerequisites have been met - to cancel the policy or be exempt in full or in part from the liability to pay.

### 16.6 Exclusions

The insurer shall not pay compensation if

- 16.6.1 the third party does not have its permanent residence in a member state of the European Union;
- 16.6.2 the damage can be compensated through benefits from other insurance contracts that the policyholder or a co-insured person has purchased. Where these amounts are not sufficient, insurance coverage is granted for the remaining amount by means of the coverage for bad debt loss;
- 16.6.3 a social insurance agency or a welfare agency is liable to pay for claims of the policyholder or co-insured persons.

## 17. Damages from data exchange or Internet use

- 17.1 The policy includes – in this respect in deviation from Section 7.15 and 7.16 AHB – the legal liability of the policyholder for damages from exchange, transmission and provision of electronic data, e.g. via Internet, email or data carrier, if the damages involve
- 17.1.1 deletion, suppression, alteration of data (data alteration) or rendering data useless at a third party by a computer virus and/or other malware;
- 17.1.2 data alteration for other reasons as well as non-collection and incorrect storage of data at a third party for reason of
- resulting personal injury and property damage but not, however, further data alterations as well as
  - costs for recovery of altered data or data collection/correct storage of data that was not collected or collected incorrectly;
- 17.1.3 disruption of a third party's access to electronic data interchange, The following applies to Sections 17.1.1 to 17.1.3:

The policyholder is obliged to make sure that his data – that is to be exchanged, transmitted, provided – is or has been protected or inspected by state-of-the-art security measures and/or technologies (e.g. virus scanner, firewall). These measures can also be carried out by third parties.

If the policyholder breaches this obligation, Section 26 AHB (legal consequences of a breach of obligations) shall apply.

- 17.1.4 infringement of personal rights – including intangible claims –, but not of copyrights;
- 17.1.5 infringement of naming rights – including intangible claims.  
The following applies to Sections 17.1.4 and 17.1.5:  
In extension of Section 1.1 AHB, the insurer compensates
- court and legal fees of legal proceedings in which the claimant applies for a preliminary injunction against the policyholder, even if the proceedings were about claims for injunction or revocation;
  - court and legal fees of an action for injunction or revocation against the policyholder.
- 17.2 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. Maximum compensation for damages within the meaning of Section 17.1.5 within the above-mentioned sum insured: see insurance policy. 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 exchange, transmission and provision of electronic data with the same defects. Section 6.3 AHB is deemed deleted.
- 17.3 Insurance coverage for insured events that occur abroad  
Insured events that occur abroad – in this respect in deviation from Section 7.9 AHB – are covered. However, this applies only insofar as the insured liability claims are asserted in European states and in accordance with the laws of European states<sup>2</sup>.
- 17.4 Claims for the following activities and services are not insured:
- software development, trade, implementation, maintenance;
  - IT consulting, organization, instruction, training;
  - network planning, installation, integration, operation, maintenance, servicing;
  - supplying third-party content, such as provision of access, hosting, and full-service;
  - operation of data centers and databases.
- 17.5 No coverage is provided for claims
- 17.5.1 for damages resulting from the policyholder's deliberate
- and unauthorized interference in third-party data processing systems/data networks (e.g. hacking attacks, denial of service attacks),
  - use of software suitable to destroy or alter the data system (e.g. software viruses, Trojan horses);
- 17.5.2 that are closely connected to
- bulk sending of electronically transmitted information unwanted by the recipient (e.g. spamming),
  - data files (e.g. cookies) used to illegally collect certain information about Internet users;
- 17.5.3 against the policyholder or any co-insured person if they caused the damage by deliberate contravention of the law and administrative regulations (e.g. unlawful participation in online file sharing platforms) or other kind of deliberate breaches of duty;

## 18. Damages in the USA and Canada

The following applies to insured events occurring in or claims made in the USA, US territories<sup>2</sup> and Canada:

- 18.1 No coverage is provided for punitive claims for compensation, in particular punitive or exemplary damages.
- 18.2 Expenses of the insurer for costs will be – in deviation from Section 6.5 AHB – credited to the sum insured as benefits.  
Costs are:  
Attorney, expert, witness and court costs; expenses for damage prevention or reduction in or after the event of a claim as well as damage assessment costs (including travel costs) incurred to third parties instead of the insurer. This also applies if the costs resulted from an instruction of the insurer.

## 19. Continuation of personal liability insurance after the death of the policyholder

Insurance coverage in accordance with these terms and conditions continues for the co-insured persons after the death of the policyholder until the next premium due date. If the next premium statement is paid by the surviving spouse, the registered life partner or the co-insured life partner, he becomes the new policyholder.

## 20. Personal liability insurance for animal owners

If specified in the insurance policy, the policy includes the legal liability as owner of the animals stipulated in the insurance policy and its addenda and their young up to the age of 6 months within the General Insurance Conditions for Liability Insurance (AHB) and the following provisions. Where this period of 6 months is exceeded, the provisions of Section 3.1.2 AHB (increase in and extension of the risk) apply.

### 20.1 Co-insured persons

The policy includes the legal liability of the keeper unless his activities are of commercial nature.

<sup>2</sup> Member states of the European Union as well as countries whose territory is at least in parts deemed part of the European continent (e.g. Russia, Turkey).

<sup>3</sup> Sub-national administrative divisions directly overseen by the United States federal government. They include e.g. Puerto Rico, the Virgin Islands and Guam.

## 20.2 Insured events during a temporary stay abroad

During a temporary stay abroad up to a maximum duration of 60 months, the policy – in deviation from Section 7.9 AHB – includes the legal liability from insured events taking place abroad. The insurer's services are paid in euros. Whenever the place of payment is outside a member state of the European Monetary Union, the obligations of the insurer shall be deemed having been met on the date the euro amount is remitted to a financial institution located within the European Monetary Union.

## 20.3 Damage to rented property

20.3.1 in deviation from Section 7.6 of the agreed General Liability Insurance Conditions (AHB), the coverage includes legal liability for property damage and all resulting financial losses to rented buildings, residential property and other rooms in buildings rented for private use.

### 20.3.2 No coverage is provided for

#### 20.3.2.1 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 the policyholder is able to take out a separate policy for this purpose;
- damage caused by mold;

20.3.2.2 rights of recourse that fall under the waiver of recourse in accordance with the agreement of fire insurers for overall insurance claims.

20.3.3 Sum insured see insurance policy.

## 20.4 Financial loss

The policy includes the legal liability because of financial loss within the meaning of Section 2.1 AHB from insured events that occurred during the validity of the insurance policy.

No coverage is provided for liability claims for damages

- resulting from goods produced or delivered by the policyholder (or on his behalf or by third parties on his account), works or other services carried out or provided by the policyholder;
- from activities as planner, counselor, site or assembly supervisor, auditor or expert;
- from activities related to investment, credit, insurance, land, leasing or similar commercial transactions, from all kinds of payments, cash management as well as from breach of trust and misappropriation;
- from the infringement of personal and naming rights, industrial property rights and copyrights as well as of antitrust and competition laws;
- from the granting of licenses and patents;
- from the non-compliance with deadlines, dates, quotations and estimates of cost;
- from advice, recommendations or instructions to economically-linked undertakings;
- from all kinds of agency transactions;
- from activities in connection with
  - rationalization and automation;
  - data collection, storage, backup and recovery;
  - provision of information, translation as well as tour operation;
- from deliberate contravention of the law and administrative regulations, instructions or conditions of the principal or other kind of deliberate breach of duty;
- from the loss of property including, for example, money, securities and valuables as well as bank and credit cards;
- from breaches of duty in connection with a former or present position as member of board, management, supervisory board, advisory board or other comparable governing or supervisory bodies/institutions. Sum insured see insurance policy.

## Special Conditions and Risk Descriptions for Business/Professional Liability Insurance

### Part I General Provisions

#### 1. Insurance coverage

Based on the General Insurance Conditions for Liability Insurance (AHB) and the following agreements, the policy includes the legal liability of the policyholder under private law from all his characteristics, legal relationships and activities in accordance with the business description.

##### Contract parts:

The contract contains provisions on

- business and professional liability insurance in part I and II, part V and, for product liability, also part III
- environmental liability in part I (unless stipulated otherwise) and part IV

#### 2. Errors and omissions clause

The policy also includes risks that were accidentally not reported and occur after the start of insurance and that are part of the course of operations and are neither exempt from insurance coverage according to the General Conditions nor according to the Special Conditions of the contract. The policyholder is obliged, as soon as he notices the failure to report, to immediately notify the insurer accordingly and to pay the premium that the parties need to agree on as a result of this, starting at the point in time when the risk occurs. The provisions of the Errors and omissions clause do not apply for environmental liability insurance.

### 3. Co-insured persons (for schools and kindergartens only PPart V, Section 1.2 applies)

Under the insurance contract, the policy includes the personal legal liability

1. of the legal representatives of the policyholder and such persons he hired to manage or supervise the insured business or parts thereof;
2. of all other employees and employees of third-party companies incorporated into the company by contract for damages they cause while carrying out their work.

No coverage is provided for liability claims resulting from personal injuries classified as occupational accidents or diseases in the policyholder's company in accordance with the Social Code (SGB, VII). The same applies to such occupational accidents in accordance with civil service law caused during or as a result of the work to members of the same agency.

3. Insurance coverage in accordance with Section 1 and 2 also applies if
  - the above-mentioned persons act for the insured company – including the provision of “First Aid” outside the company's premises – e.g. as experts for occupational safety, safety officers (including emission control, radiation protection, water protection and waste disposal), data protection officers, works council members, company physicians and their assistants.
  - the above-mentioned persons are used by the insured company due to their former occupation.
4. of the respectively employed “responsible site manager” within the meaning of the building regulations of the individual (federal) states but also if his tasks exceed the actual area of responsibility for the policyholder.

### 4. Subcontractors

Within the contract and the business description included in the insurance policy, the policy includes the legal liability of the policyholder from hiring third-party companies, including transport companies (in this respect in deviation from part I Section 6.2.1), to carry out works in the interest of the insured company. No coverage is provided for the personal liability of third-party companies and their staff.

### 5. Extensions of coverage

#### 5.1 Automatic extension of coverage

Risks (not including environmental liability insurance – see part IV Section 2.1) that newly arise for the policyholder after the conclusion of the insurance contract are covered within the contract. Coverage begins immediately when the risks occur without the need for separate notification. The sums insured that the parties agreed on in the contract apply for the automatic extension of coverage.

#### 5.2 Foreign insurance coverage (for schools and kindergartens only part V, Section 1.3 applies, for showmen part V, Section 14 and for environmental liability insurance part IV, Section 8)

The policy includes – in deviation from Section 7.9 AHB – the legal liability of the policyholder from insured events that occur abroad in European countries

- due to construction, assembly, maintenance and repair works (including inspection and customer service) or due to other services;
- due to products that the policyholder delivered or had delivered there and, in addition, due to insured events occurring abroad
- due to business trips or participation in exhibitions, congresses, fairs and markets. Construction, assembly, maintenance and repair works (including inspection and customer service) or other services are not deemed business trips;
- due to products that got abroad without the policyholder delivering them or ordering someone to deliver them.

A special agreement needs to be made for insuring the liability of business premises located abroad (e.g. production or distribution facilities, warehouses and the like) as well as an extension of export, occupational and performance risks to countries outside of Europe.

No coverage is provided for claims from occupational accidents and diseases of persons that were hired abroad by the policyholder or were given the task to carry out works. The policy includes, however, liability claims against the policyholder and the persons mentioned under Section 3.1 from occupational accidents and diseases that are subject to the Social Code (SGB VII) (see Section 7.9 AHB). Expenses of the insurer for costs will be – in deviation from Section 6.5 AHB – credited to the sum insured as benefits.

Costs are:

Attorney, expert, witness and court costs; expenses for damage prevention or reduction in or after the event of a claim as well as damage assessment costs (including travel costs) incurred to third parties instead of the insurer. This also applies if the costs resulted from an instruction of the insurer. The insurer's services are paid in euros. Whenever the place of payment is outside a member state of the European Monetary Union, the obligations of the insurer shall be deemed having been met on the date the euro amount is remitted to a financial institution located within the European Monetary Union. In case of insured events occurring in the USA and Canada as well as in their territories or claims made in the USA and Canada as well as in their territories, a potentially agreed deductible (see insurance policy) does not apply for business travel and participation in exhibitions, congresses, fairs and markets. Particular attention is drawn to the risk definitions (Section 6).

#### 5.3 Subsequent liability

If the insurance contract is canceled only for reasons of a final and complete stop or end of operation and/or production and delivery or end of professional practice (not for any other reasons such as change of legal form, cancellation by a contract partner), insurance coverage is provided – except for environmental liability insurance – for insured events that were caused prior to and occurred after the end of the insurance contract. The subsequent liability period corresponds to the expired policy period of this insurance contract; it is limited, however, to a maximum of 5 years. Insurance coverage is provided for the entire subsequent liability period within the insurance coverage valid at the end of the insurance contract, amounting to the unspent part of the sum insured of the insurance year in which the contractual relationship ends.

#### 5.4 Waste water damage

The policy includes – partially in deviation from Section 7.14.1 AHB – the legal liability of the policyholder from property damage caused by waste water. No

coverage is, however, provided for damages to drainpipes through contamination and blockage and all resulting financial losses. Section 7.10.2 AHB remains unaffected. Sum insured and/or deductible see insurance policy.

### 5.5 Arbitration agreements

The agreement of arbitration proceedings prior to the occurrence of an insured event does not affect the insurance coverage if the arbitration court fulfills the following minimum requirements:

- The arbitration court consists at least of three arbitrators. The presiding arbitrator must be a jurist and must have the qualifications for judicial office. If the parties have their headquarters in different countries, he cannot be from one of the parties' countries.
- The arbitration court decides in accordance with substantive law and not only at its discretion (except in case of a settlement if the insurer was allowed to participate in the proceedings). The applicable substantive law must be determined at the end of the arbitration agreement.
- The arbitration ruling shall be in writing and justified. In its justification, the court needs to specify the legal norms that form the basis of its decision.

The policyholder is obliged to immediately notify the insurer about the initiation of arbitration proceedings and to enable the insurer to participate in such proceedings in accordance with the latter's right to participate in proper legal proceedings. With regard to the policyholder's selection of the arbitrator, the insurer must be significantly involved in the decision.

### 5.6 Extended legal expenses coverage

Section 5.3 AHB will read as follows: “In criminal proceedings because of an event that can result in a liability claim under the insurance coverage, the insurer shall pay the court costs as well as the defense costs in accordance with fees regulations and – if applicable – also the higher defense costs agreed with the insurer.” The following applies instead of Sections 6.5 and 6.6 AHB: “The expenses of the insurer in accordance with paragraph 1 will not be credited to the sum insured as benefits.” No coverage is provided for penalties, fines and costs for the execution of a sentence.

### 5.7 Claim for compensation for work (if separately agreed, see insurance policy)

5.7.1 The insurer shall pay – in amendment of Sections 5 and 6 AHB – the costs in accordance with fees regulations for the legal enforcement of the policyholder's claims for compensation for work against his principal, insofar as

- the principal of the policyholder has declared to credit them to claims for compensation as a result of an alleged liability claim that would be covered by the insurance coverage of this contract (claim for compensation in tort) and
- the principal is not a contracting authority (e.g. cities, municipalities, communities, state government) and
- the claim for compensation for work is undisputed in its full amount. As proof that the claim for compensation for work is undisputed, the policyholder has to provide a written acceptance protocol for the factory where the compensation for work was withheld.

This does not apply if and insofar as the principal made claims for fulfillment of contract or warranty claims.

5.7.2 The insurer bears the costs at the same ratio the claims for compensation are made against the claim for compensation for work.

5.7.3 Insurance coverage lapses retroactively if it is decided by judgment that the claim for compensation for work is unfounded in full or in part for different reasons than the ones stipulated under Section 5.7.1.

5.7.4 If the proceedings end with a settlement, the insurer bears the costs proportionate to the settlement ratio.

5.7.5 Insurance coverage is only provided if the withheld compensation for work per factory does not exceed the maximum amount stipulated in the insurance policy. If it exceeds this maximum amount, insurance coverage ceases for the entire assignment that caused the maximum amount to be exceeded.

5.7.6 No coverage is provided for withheld compensation for work lower than the minimum amount stipulated in the insurance policy.

### 5.8 Claims of the policyholder's legal representatives

The policy also includes – partially in deviation from Section 7.5 AHB – claims of the policyholder's legal representatives and their relatives if the damage was caused by circumstances outside the competence of the respective legal representative.

### 5.9 Claims between co-insured persons

The policy also includes – in deviation from Section 7.4.3 AHB – liability claims between co-insured individuals for

- property damage
- personal injuries that are not occupational accidents or diseases occurring in the company where the person works who caused the damage.

### 5.10 Ancillary costs for remedy (explanation)

Insurance coverage includes property damages resulting from a defective factory and also includes the costs necessary to make the defective works and services accessible to remedy the damage and restore the previous state. No coverage is provided for these costs if they are only used for repair without the occurrence of consequential damages as well as for the policyholder's costs for remedying the defective works and services.

## 6. Risk definitions

### 6.1 No coverage is provided for the liability

from activities that can neither be attributed to the insured company or profession nor to the insured risk

- for damage to goods on consignment;
- from the production, processing and transport of explosives or from their bulk storage for wholesale purposes; also from the use or burning of fireworks;
- for mining damage (within the meaning of § 114 Federal Mining Act (BBergG)) if it involves damage to land, parts thereof and attached fixtures and fittings;
- for damages during mining operations (within the meaning of § 114 Federal Mining Act (BBergG)) by firedamp, water and carbonic acid penetrations as well as coal dust explosions;

- for damages caused by deliberately improper safeguarding of the edges of sandpits, quarries and the like;
- for damages due to demolition works as long as they not only take place as part of new building and reconstruction measures.  
No coverage is provided for property damage in an area whose radius corresponds to the height of the building to be demolished. Deductible see insurance policy.
- for damages caused by detonations of any kind as long as no separate agreement with the insurer was entered into on this matter. Even if such an agreement was entered into, no coverage is provided in any case for property damage to real estate in an area of less than 150m;
- for damages caused by tunneling, tunnel excavation works and subway tunnel construction (also in case of open cut tunneling);
- for damages caused by changes in groundwater conditions;
- for damages in connection with electromagnetic fields;
- from claims against the persons (policyholder or any co-insured person) causing the damage by deliberately handling explosive substances in an illegal or improper manner or a manner that otherwise represents a breach of duty;
- for property damage and financial loss;
- to data, data carriers and programs through data processing, in particular due to incorrect or defective data, programs or hardware:
  - because of software developed, delivered, modified or installed by the policyholder
 and all further damage as a result thereof,
- for damages due to ownership, possession or operation of plants and facilities for temporary or final storage of waste materials, as long as it is not a short-term temporary storage on the company's premises;
- for damages from environmental impacts as a result of substances
  - without approval of the owner or operator of the landfill/waste management plant;
  - through deliberate contravention of the law, regulations, administrative orders or decrees to the policyholder intended to protect water bodies;
  - through deliberate non-compliance with requirements and instructions of the owner or operator of the landfill/waste management plant or his staff;
  - through deliberately incorrect or insufficient declaration;
 being temporarily or finally stored or otherwise disposed of.  
 No coverage is provided for damages caused by substances that were not stored (temporary or final storage) at an officially authorized landfill or an otherwise officially approved area;
- from ownership or operation of trains for the transport of people or goods as well as from the independent and non-independent participation in the railway operation;
- from personal injury by drugs provided to consumers in the area of validity of the German Drug Law (AMG) for which the policyholder, in his capacity as a pharmaceutical entrepreneur, has the duty to provide for sufficient coverage within the meaning of the AMG;
- for damages from infections with the pathogens of Acquired Immune Deficiency Syndrome (AIDS) and their consequences;
- for damages which are demonstrably based on war events, other hostile acts, turmoil, internal unrest, general strikes, illegal strikes or directly the result of decrees or measures adopted by public authorities; the same applies to damages from force majeure insofar as they result from elemental forces of nature;
- from punitive claims for compensation, in particular punitive or exemplary damages.
- from claims in accordance with Articles 1792 ff. and 2270 and the connected rights of recourse in accordance with Article 1147 of the French Code Civil or equivalent provisions of other countries.

## 6.2 Motor vehicles, aircraft, spacecraft and water vehicles

- 6.2.1 The following applies to the liability from ownership and use of motor vehicles and water vehicles:
- 6.2.1.1 The policy does not include liability for damages resulting from the use of a motor vehicle or trailer by the policyholder, a co-insured person or a person appointed or assigned by them (however, see part II Section 3).
- 6.2.1.2 The policy does not include liability for damages resulting from the use of a water vehicle by the policyholder, a co-insured person or a person appointed or assigned by them or for which they are held liable in their capacity as keeper or owner of a water vehicle.
- 6.2.1.3 Where no insurance coverage is provided for an insured person (policyholder or co-insured person) under these provisions, this shall also apply to all other insured persons.
- 6.2.1.4 An activity of the persons mentioned under Sections 6.2.1.1 and 6.2.1.2 on a motor vehicle, trailer and water vehicle is not deemed as use of the vehicle within the meaning of these provisions if none of the persons is the keeper or owner of the vehicle and if the vehicle is not started during that activity.
- 6.2.2 The following applies to the liability from ownership and use of aircraft and spacecraft:
- 6.2.2.1 The policy does not include liability for damages resulting from the use of an aircraft or spacecraft by the policyholder, a co-insured person or a person appointed or assigned by them or for which they are held liable in their capacity as keeper or owner of an aircraft or spacecraft.
- 6.2.2.2 Where no insurance coverage is provided for an insured person (policyholder or co-insured person) under these provisions, this shall also apply to all other insured persons.
- 6.2.2.3 No coverage is provided for the liability from
- planning or construction, production or delivery of aircraft and spacecraft or parts for aircraft and spacecraft as long as these parts are clearly intended for the construction of aircraft and spacecraft or the installation in aircraft and spacecraft,
  - activities (e.g. assembly, maintenance, inspection, overhaul, repair, transport) on aircraft and spacecraft or their parts

resulting from damages to aircraft and spacecraft, to objects transported by them, to the passengers and from any resulting financial loss as well as from other damages caused by aircraft and spacecraft.

## 6.3 Work or supply associations

The policy includes the legal liability from the participation in work or supply associations also if the liability claim is directed against the work or supply association itself. The following provisions apply for the participation in work or supply associations irrespective of the other contractual conditions (particularly the sums insured):

- 6.3.1 The insurer's liability for damages remains restricted to the ratio that corresponds to the policyholder's percentage in the work or supply associations. It is immaterial in this context to which partner company the persons or objects (working machines, construction machinery, building materials, etc.) belong.
- 6.3.2 No coverage is provided for claims from damages to the objects that the individual partners brought into the work or supply association or that were procured by the work or supply association as well as from any resulting financial loss, irrespective of the fact who caused the damages.
- 6.3.3 Claims between the partners of the work or supply association as well as claims of the work or supply association against the partners and vice versa are also exempt from insurance coverage.
- 6.3.4 The insurer's liability for damages is extended within the agreed sums insured beyond Section 6.3.1 for the event that insolvency proceedings were opened on the assets of a partner or if opening such insolvency proceedings was rejected due to lack of assets and if no insurance coverage is granted to this partner as a result of non-payment of his premium. The policyholder is compensated for the share accrued to him if he is faced with a deficit following the withdrawal of the partner and the resulting necessary dispute.
- 6.3.5 Insurance coverage within Section 6.3.1 to 6.3.3 is also provided to the work or supply association itself.
- ## 6.4 Domestic insured events for which claims are asserted abroad
- The following applies to claims which are asserted abroad:
- 6.4.1 Expenses of the insurer for costs will be – in deviation from Section 6.5 AHB – credited to the sum insured as benefits. Costs are: Attorney, expert, witness and court costs; expenses for damage prevention or reduction in or after the event of a claim as well as damage assessment costs (including travel costs) incurred to third parties instead of the insurer. This also applies if the costs resulted from an instruction of the insurer.
- 6.4.2 The insurer's services are paid in euros. Whenever the place of payment is outside a member state of the European Monetary Union, the obligations of the insurer shall be deemed having been met on the date the euro amount is remitted to a financial institution located within the European Monetary Union.

## 7. Accumulation clause

If insurance coverage is provided for several insured events

- that have the same cause or
- that have the same causes between which there is an internal and, in particular, a factual and temporal link,

both in accordance with this business/professional liability insurance, environmental liability insurance as well as with environmental damage insurance (no matter whether as part of this liability insurance or by separate contract), insurance coverage is only provided for each of these insured events within the sum insured that was agreed for such an event. In case of an equal sum insured, this sum is only available once for all these insured events. In case of different sums insured, only the higher sum insured is available for all insured events taking into account the allocation in accordance with sentence 1. If the insured events covered by business/professional liability insurance or environmental liability insurance or environmental damage insurance occur in different insurance years, the insurance year in which the first covered insured event occurred is decisive for determining the maximum sum insured.

## Part II General Operational Risk

### 1. Insurance coverage

Insurance coverage for damages resulting from the operation of the company or from professional practice is subject to the General Insurance Conditions for Liability Insurance (AHB), part I and the following agreements.

### 2. Co-insurance of incidental risks

The policy includes – even without separate notification – the legal liability of the policyholder from all operational or customary incidental risks, in particular

1. as owner or holder (e.g. as tenant, leaseholder, beneficiary or lessee) of land – not, however, of airfields –, buildings or premises that are exclusively used for the insured company or for residential purposes of the policyholder or his employees. The letting/leasing to third parties is covered up to the gross annual rent or lease stipulated in the insurance policy. If this amount is exceeded, the respective premium rate shall be paid for the surplus that is to be reported at the end of the insurance year. The policy includes damages resulting from violations of the policyholder's obligations in accordance with the above-named capacities (e.g. building maintenance, lighting, cleaning, sanding the sidewalks in winter, removing snow from sidewalks and roads). With regard to this land, these buildings and premises, the policy also includes the corresponding legal liability
  - of the policyholder in his capacity as building owner or contractor of construction works (new buildings, modifications, repairs, demolition and excavation works).

If the construction costs paid in one insurance year exceed the sum stipulated in the insurance policy, the respective premium rate shall be paid for the surplus that is to be reported at the end of the insurance year;

- of the policyholder in his capacity as operator of PV systems on his own company premises. Insurance coverage does also apply if the produced electricity is fed into the public grid for a consideration.
- of the policyholder in his capacity as operator of solar heating systems on his own company premises. Insurance coverage does also apply if the hot water from the system is provided to tenants or other third parties in the above-mentioned objects for a consideration.
- of the policyholder as former owner in accordance with § 836 par. 2 German Civil Code (BGB) if the insurance policy was valid until the change in ownership;



- of persons instructed by employment contract to carry out tasks such as administration, cleaning, lighting and supervision of the land for claims that are made against them as a result of their execution of these tasks.

No coverage is provided for liability claims resulting from personal injuries classified as occupational accidents or diseases in the policyholder's company in accordance with the Social Code (SGB, VII). The same applies to such occupational accidents in accordance with civil service law caused during or as a result of the work to members of the same agency.

- of the insolvency administrators in such capacity.

The policy includes – in deviation from Sections 7.14.2 and 7.10.2 AHB – liability claims for subsidence of land as a result of landslides.

**If the above inclusion also contains damages through environmental impact, no insurance coverage is provided under the environmental liability insurance policy.**

The policy includes – in deviation from Section 7.14.1 AHB – liability claims by third parties for property damage caused by backwater flooding from sewers. Section 7.10.2 AHB remains unaffected. This extension of coverage is not applied for environmental liability insurance.

2. as animal owner including the legal liability
  - of the animal keeper in such capacity if he does not carry out this activity in a commercial fashion
  - and as carriage owner.

Insurance coverage does not include the legal liability of dog owners for dogs that are classified as dangerous or as fighting dogs in accordance with the regulations and laws of the corresponding Federal State where the dogs are kept or for which the existence of a liability insurance policy must be proven.

3. from electrical wires and the release of electrical energy.
4. from the participation in exhibitions and trade fairs including the presentation of products and production methods. The policy includes the distribution of promotional materials, giveaways, samples, product samples as well as hospitality services towards the visitors during such events.
5. from advertising installations (e.g. banners, billboards, neon signs and the like).
6. from company events (e.g. company parties and exhibitions, open days as well as from factory tours, building site visits and inspections). The policy includes the personal legal liability of company employees from activities in the interest of the event unless such activities or omissions are private in nature.
7. from the employment of full-time or part-time company physicians and their assistants for the provision of medical services and examinations for company employees, first aid and monitoring of hygiene standards within the company.

Insurance coverage includes the legal liability from the use of sanitary installations, medically approved apparatuses and devices as well as from the distribution of medically approved drugs to company employees.

In amendment of Sections 7.12 and 7.10.2 AHB, the policy includes risks in connection with the ownership and use of X-ray machines exempt from the duty to provide for sufficient coverage for the purpose of medical examinations by company physicians and their assistants. This extension of coverage is not applied for environmental liability insurance.

The policy includes the personal legal liability of physicians and their assistants in the course of their duties within the company. In amendment of Section 7.4.3 AHB, the policy includes claims for compensation by company employees against the company physicians. No coverage is provided for liability claims resulting from personal injuries classified as occupational accidents or diseases in the policyholder's company in accordance with the Social Code (SGB, VII). The same applies to such occupational accidents in accordance with civil service law caused during or as a result of the work to members of the same agency.

8. from maintaining and deploying an industrial or plant fire brigade, also in case of assistance services and drills outside the company.
9. from social facilities for company employees (e.g. canteens, baths, recreation homes, kindergartens and the like), also if they are used occasionally by external visitors, as well as from having company sports clubs and letting them use the respective grounds, rooms and equipment. The policy includes the legal liability of such company sports clubs as well as the personal legal liability of their members from their activities within such company sports clubs unless such activities or omissions are private in nature.
10. from the permitted ownership and use of hacking weapons, thrusting weapons and firearms and from handing them to company staff assigned with the task to protect the company.

The policy includes the personal legal liability of armed personnel from the use of weapons in the course of their duties within the company. The policy does not include liability claims for personal injuries deemed as occupational accidents and diseases in the policyholder's company in accordance with Social Code (SGB VII); the same applies to such occupational accidents in accordance with civil service law caused during or as a result of the work to members of the same agency.

The policy does not include the ownership and use of weapons when used for hunting purposes or for criminal acts.

11. from ownership and use of cable, suspension and light railways only used for the transport of objects.
12. from ownership and use of non-self-propelled working machines, cranes, winches and scaffolding as well as their temporary transfer to third parties.
13. from the use of rail connections and the use of installations of Deutsche Bahn AG.
 

The policy includes – in deviation from Section 7.3 AHB – the legal liability under private law of Deutsche Bahn AG in accordance with the General Conditions for Private Rail Connections (PAB) (not, however, an agreed additional liability) contractually assigned to the policyholder as well as – in deviation from Section 7.7 AHB – the liability for damages to wagons unless the damages result from loading and unloading (for loading and unloading damages, see part II, Section 4.4)
14. as owner of points of sale for purposes of the insured company.

15. from the ownership and maintenance of car workshops and filling stations, also if used by company employees and occasionally by external visitors. This includes the provision of fuel to company employees and occasionally to external visitors.

Section 7.10.2 AHB remains unaffected.

In case of damage to vehicles and their contents, the exclusions in accordance with Sections 7.6 and 7.7 AHB remain in effect.

### 3. Vehicles not subject to authorization and insurance

(if separately agreed, see insurance policy)

The policy includes the legal liability of the policyholder from ownership, holding and using own and rented or borrowed motor vehicles / construction machines and trailers if they are listed below as well as from occasional renting or lending of such motor vehicles/construction machines and trailers (the personal legal liability of the borrower or renter is not covered by the policy), such as

- motor vehicles and trailers regardless of a maximum speed, which operate only on private roads and spaces (see reference 4);
- motor vehicles with a maximum design speed of 6 km/h;
- lift and forklift trucks as well as self-propelled working machines (see reference 5) with a maximum speed of 20 km/h.

The exclusions in Section 4.3.1 AHB do not apply for these vehicles. Only authorized drivers are allowed to drive the vehicle. An authorized driver is a person whom the authorized holder knowingly and willingly allowed to use the vehicle. The policyholder is obliged to make sure that the vehicle is not used by an unauthorized driver.

The driver of the vehicle is allowed to drive the vehicle on public roads and spaces only with the required driving license. The policyholder is obliged to make sure that the vehicle is not used by a driver who doesn't have the required driving license. If the policyholder breaches this obligation, Section 26 AHB (legal consequences of a breach of obligations) shall apply.

### 4. Extensions of coverage

#### 4.1 Financial loss/breach of data protection laws

4.1.1 The policy includes the legal liability because of financial loss within the meaning of Section 2.1 AHB from insured events that occurred during the validity of the insurance policy. No coverage is provided for liability claims for damages

- resulting from goods produced or delivered by the policyholder (or on his behalf or by third parties on his account), works or other services carried out or provided by the policyholder;
- from activities as planner, counselor, site or assembly supervisor, auditor or expert;
- from activities related to investment, credit, insurance, land, leasing or similar commercial transactions, from all kinds of payments, cash management as well as from breach of trust and misappropriation;
- from the infringement of personal and naming rights, industrial property rights and copyrights as well as of antitrust and competition laws;
- from the granting of licenses and patents;
- from the non-compliance with deadlines, dates, quotations and estimates of cost;
- from advice, recommendations or instructions to economically-linked undertakings as well as from incorrect and / or omitted monitoring activity;
- from all kinds of agency transactions;
- from activities in connection with
  - data collection, storage, backup and recovery;
  - exchange, transmission or provision of electronic data;
  - rationalization and automation;
  - provision of information, translation as well as tour operation;
- from deliberate contravention of the law and administrative regulations, instructions or conditions of the principal or other kind of deliberate breach of duty;
- from the loss of property including, for example, money, securities and valuables as well as bank and credit cards;
- from breaches of duty in connection with a former or present position as member of board, management, supervisory board, advisory board or other comparable governing or supervisory bodies/institutions.

4.1.2 The policy includes – in deviation from Section 7.16. AHB – the legal liability because of financial loss within the meaning of Section 2.1 AHB from insured events that occurred during the validity of the insurance policy, from the breach of data protection laws by the misuse of personal data.

4.1.3 Sum insured (and/or deductible) see insurance policy.

#### Important notes:

4. Company land and parts thereof that is/are accessible to visitors, customers or suppliers are so-called limited public traffic areas. Motor vehicles with a maximum speed of more than 6 km/h and lift and forklift trucks as well as self-propelled working machines with a maximum speed of more than 20 km/h, which are exclusively or occasionally operated on such company land or construction sites, are subject to insurance; this means that motor vehicle liability insurance must be purchased. Even in case of an officially issued exemption from the obligation to obtain authorization – exceptional permission in accordance with § 70 par. 1 Section 2 StVZO –, the obligation to insure remains in effect.
5. Lift and forklift trucks are motor vehicles that are designed and suited for picking up, lifting, moving and positioning of loads. Self-propelled working machines are motor vehicles that are designed and suited, due to their special fittings firmly attached to the vehicle, to carry out works but not transport persons or objects and that belong to a category of such vehicles as stipulated by the Federal Ministry of Transport. Although exempt from the obligation to obtain authorization, lift and forklift trucks as well as working machines must be fitted with a license plate when operated on public roads if their maximum design speed is more than 20 km/h. Motor vehicle liability insurance must be purchased for these vehicles. The policy also includes – in deviation from Section 7.4 AHB – legal liability claims between co-insured individuals.

#### 4.2 Employees' and visitors' personal effects

The policy includes – within the meaning of Section 2.2 AHB and in deviation from Section 7.6 AHB – the legal liability of the policyholder from the loss of property (including motor vehicles and bicycles with accessories) of employees and visitors and all resulting financial losses if the items in question were located on the company's premises (see Section 2.2 AHB).

For motor vehicles and bicycles with accessories, it is a prerequisite that the sites where they are stored are either permanently monitored or protected through adequate safety measures against the use by or entry of unauthorized persons.

The policy does not cover money, securities, bank books, checkbooks, checks and credit cards, documents, treasures and other valuables.

Sum insured (and/or deductible) see insurance policy.

#### 4.3 Damage to rented property

The policy includes – in deviation from Sections 7.6 and 7.10.2 – the legal liability for property damage and all resulting financial losses

- to rented premises as a result of business travel;
- to rented buildings and/or rooms (not, however, to land).

Exempt from insurance coverage are

- claims for damage to leasing objects.
- claims for which the policyholder is covered by another insurance policy or if the policyholder is able to insure himself against such claims. This does not apply if no benefits can be obtained from another purchased insurance policy.
- claims for wear and tear as well as excessive use.
- claims for damage to heating installations, machinery, boiler plants and water heating systems, and to electrical and gas appliances.
- damages claimed by companies which are majority-connected to the policyholder or his partners by capital or which are under a single management as well as claims by the policyholder's legal representatives and / or their relatives (see also Sections 7.4 and 7.5 par. 2 AHB).
- rights of recourse that fall under the waiver of recourse in accordance with the agreement of fire insurers for overall insurance claims.

and all resulting financial losses

Sum insured (and/or deductible) see insurance policy.

If the above inclusion also contains damages through environmental impact, no insurance coverage is provided under the environmental liability insurance policy.

#### 4.4 Loading and Unloading Damage

Included are – in deviation from Sections 7.7 and 7.10.2 of the General Insurance Conditions (AHB) – the legal liability and the liability contractually assumed from Deutsche Bahn AG from the damage of land and water vehicles as well as containers by or during loading and unloading, and all resulting property damages.

There is also insurance coverage for damage to containers, if these arise when taking them off or lifting them on land or water vehicles by cranes or winches for the purpose of loading and unloading. In the case of damage to third-party cargo, these are insured within the scope of the sum insured for activity damage, provided that

- the cargo is not intended for the policyholder,
- it is not the products of the policyholder or goods supplied by him, on his behalf, or for his account by third parties, or
- the transport of the cargo was not taken over by the policyholder, on his behalf, or for his account by third parties.

Damage to containers which themselves are the subject of transport contracts (freight, forwarding or storage contracts), are excluded. Sum insured (and/or deductible): see insurance policy.

Insofar as the above inclusion also includes damage caused by environmental impact, there is no coverage from environmental liability insurance.

#### 4.5 Line Damage

Included is – in deviation from AHB Sections 7.7 and 7.10.2 – the legal liability of the policyholder in relation to damage to the ground connection (cables, underground ducts, water pipes, gas pipes and other pipes), as well as to any electrical and/or overhead lines including the resulting financial losses. The provisions under AHB Sections 1.2 (claims to fulfillment) and 7.8 (damage to manufactured or delivered goods or work) shall remain. Sum insured (and/or deductible): see insurance policy. Insofar as the above inclusion also includes damage caused by environmental influences, there is no insurance coverage from environmental liability insurance.

#### 4.6 Activity Damage

Included – in deviation from AHB Sections 7.7 and 7.10.2 – is the legal liability of the policyholder for damage to third-party property and all resulting financial losses, if such damage

- arose on the basis of an industrial or professional activity of the policyholder;
- arose from the fact that the policyholder used the goods to carry out his commercial and professional activities;
- arose through an industrial or professional activity of the policyholder while the goods had been directly in the area of activity.

Excluded are claims due to

- damage to land and water vehicles and containers during loading and unloading, as well as those being related to the loading of such vehicles. For containers, this exclusion also applies if the damage occurs when taking them off or lifting them on land or water vehicles by cranes or winches for the purpose of loading and unloading.
- line damage as defined in Part II, Section 4.5.
- damage to items that are at the policyholder's premises for processing or repair, or for any other purpose, or that have been taken over by him.
- damage to property caused by undercutting and underpinning within the meaning of Part II, Section 4.14.

The provisions under AHB Sections 1.2 (claims to fulfillment) and 7.8 (damage to manufactured or delivered goods or work) shall remain.

Sum insured (and/or deductible): see insurance policy.

Insofar as the above inclusion also includes damage caused by environmental impact, there is no coverage from environmental liability insurance.

#### 4.7 Damage to Third-Party Loading and Unloading Devices

In deviation from AHB Sections 7.6, 7.7 and 7.10.2, the insurance coverage also extends to liability claims for damages to third-party self-propelled working machines and other equipment and devices that are made available to the policyholder on third parties' premises for short-term loading and unloading work for respectively by customers, or that are used by him.

Sum insured and/or deductible: see insurance policy.

Insofar as the above inclusion also includes damage caused by environmental impact, there is no coverage from environmental liability insurance.

#### 4.8 Radiation Damage

Included is – in deviation from AHB Sections 7.12 and 7.10.2 – the legal liability of the policyholder in relation to

- the handling of radioactive substances exempted from financial security;
- the possession and use of x-ray equipment and stray radiation.

If products, work or other services supplied by the policyholder are used in connection with energy-rich ionized radiation not apparent to the policyholder, the insurer will not point out AHB Section 7.12.

This does not apply to damages

- caused by or emanated from the operation of a nuclear installation;
- caused by the transport of nuclear materials, including their associated storage.

Excluded are claims

- from damage caused by the modification of genetic heritage (genome) occurring from the second generation;
- from personal injury to persons who – regardless for whom or on whose behalf – are carrying out an activity on the professional or scientific grounds in the business of the policyholder and who have to accept the dangers arising from energetic ionizing radiation.
- against any policyholder or insured person who caused damage by deliberately deviating from radiation protection laws, regulations, official decrees or orders.

Insofar as the above inclusion also includes damage caused by environmental impact, there is no coverage from environmental liability insurance.

#### 4.9 Contractual Liability

Included is – in deviation from AHB Section 7.3 – the legal liability under private law of the respective contracting party (landlord, lender, lessor) in this capacity, contractually assumed by the policyholder as tenant, borrower, lessee. Contracts concluded with Deutsche Bahn AG are excluded from this extension. An explicit agreement is required for their inclusion.

#### 4.10 Key Damage

In addition to AHB Section 2.2, and in deviation from Section 7.6, the legal liability for costs arising from the loss of third-party keys (including locking system key or code cards) that have legally been in the custody of the insured person is included.

The insurance coverage is limited to legal liability claims due to the costs required for the exchange of locks and as well as for temporary security measures (e.g. emergency lock) and property protection up to 14 days, calculated from the date when the key was lost. Excluded shall remain liability claims resulting from consequential damages caused by loss of a key (e.g. due to burglary). The liability is excluded from the loss of safe and furniture keys as well as other keys to movable objects.

Sum insured (and/or deductible): see insurance policy.

Included is the legal liability due to the loss of liquids or gases, insofar as they are losses resulting from a defective plant of those plants, which are created, serviced or maintained by the policyholder (see AHB Section 2.2). Only the value of the lost gases or liquids – but not consequential damage – is replaced. Co-insured are, in deviation from AHB Section 2.1, legal liability claims in relation to financial losses in terms of Part II, Section 4.1 of this contract resulting from increased energy consumption and energy costs due to the installations inadequately completed by the policyholder. Excluded are claims due to the ineffectiveness of energy-saving measures. The insurer waives the objection of loss and of claim for performance of contractual obligations.

Sum insured and/or deductible: see insurance policy.

#### 4.12 Data Deletion Resulting From Faulty Electrical Installation

(insofar as specifically agreed upon, see insurance policy)

In deviation from AHB Section 2.1, co-insured are legal liability claims due to financial losses in terms of Part II, Section 4.1 of this contract resulting from the costs of recovering stored data material deleted due to faulty electrical installation.

Sum insured and/or deductible: see insurance policy.

#### 4.13 Subsidence and Landslide Damage

Included – in deviation from AHB Sections 7.14.2 and 7.10.2 – are liability claims due to subsidence of land or landslides. Excluded are property damage and all resulting financial losses to the building site itself and/or the structures or installations located thereon.

Sum insured and/or deductible: see insurance policy.

Insofar as the above inclusion also includes damage caused by environmental impact, there is no coverage from environmental liability insurance.

#### 4.14 Undercutting and Underpinning

Included – partly in deviation from AHB Sections 7.14.2, 7.7 and 7.10.2 – is the legal liability due to damage to property on the land, buildings, structures and facilities that have to be undercut and underpinned, and all consequential financial losses within the scope of the agreed upon sum insured (see insur-

ance policy) for damage caused by activity. The provisions of AHB Sections 1.2 and 7.8 shall remain in force.

Sum insured (and/or deductible): see insurance policy.

Insofar as the above inclusion also includes damage caused by environmental impact, there is no coverage from environmental liability insurance.

### Part III Product Liability Risk

#### 1. Subject of Insurance Coverage

Insured is the legal liability of the policyholder for personal injury, property damage and any resulting subsequent damages, insofar as such are caused by the policyholder with respect to

- a) products he obtained or delivered, and
- b) any work or other services he performed.

This insurance coverage begins on the date the policyholder has placed the products on the market, completed the work or carried out the services.

#### 2. Insured Risk

The insurance coverage for the product liability risk refers to the scope of production and/or activity stated in the operating description.

#### 3. Definition and Extension of Insurance Coverage

Personal Injury or Property Damage due to Material Defects Resulting from the Absence of Agreed Upon Characteristics

Included are – in this respect in deviation from AHB Sections 1 and 7.3 – to the legal extent third-party damage claims based on material defects due to personal injury, property damage and any further damage resulting therein, if the policyholder – on the basis of an agreement with his customer on specific characteristics of his products work or performance – has to take responsibility that these characteristics exist regardless of culpability at the moment of risk transfer.

#### 4. Extensions of Coverage

Sale and Delivery Conditions

Insofar as an agreement on the general terms of sale and delivery of the policyholder between the policyholder and a claimant is legally effective, the insurer will not invoke an exclusion of liability for further damages, if expressly called for by the policyholder, and if obligated to assume liability under the statutory provisions.

### Part IV Environmental Liability Insurance

#### 1. Subject and Scope of Insurance

- 1.1 The insurance coverage is based on the following special conditions and risk descriptions for environmental liability insurance as well as under the terms of this contract.
- 1.2 Covered is – in deviation from AHB Section 7.10.2 – the legal liability under private law of the policyholder in relation to damage to persons and property caused by environmental impact, for the insured risks (if agreed upon) according to Sections 1.2.1 to 1.2.7.

The insurance coverage refers exclusively to those installations listed in the insurance policy, which are assigned the following risk components:
- 1.2.1 Installations of the policyholder intended to produce, process, store, deposit, transport or divert water-damaging substances (WHG plants – Wasserhaushaltsgesetz/Federal Water Act). Excluded are those WHG plants listed in Annex 1 or 2 to the Environmental Liability Act, wastewater systems, impact on water bodies and damage caused by sewage.
- 1.2.2 Installations of the policyholder according to Annex 1 of the Environmental Liability Act (Environmental home installations). Exceptions are sewage systems, impact on water bodies, and damage caused by sewage water.
- 1.2.3 Installations of the policyholder that are subject to an authorization or notification requirement under environmental protection, insofar as they are not WHG or environmental home installations (other installations subject to declaration). Exceptions are sewage systems, impact on water bodies, and damage caused by sewage water.
- 1.2.4 Sewage systems of the insured person, or the introduction or discharge of substances into or impact on a body of water in such a way that the physical, chemical or biological nature of the water is altered by the policyholder (sewage system and exposure risk). The exclusion of damage caused by sewage pursuant to AHB Section 7.14.1 is not applicable.
- 1.2.5 Installations of the policyholder pursuant to Annex 2 of the Environmental Liability Act (environmental water treatment plants/mandatory insurance).
- 1.2.6 Planning, production, delivery, assembly, disassembly, maintenance and servicing of installations as per Sections 1.2.1 to 1.2.5, or parts which are clearly intended for such installations if the policyholder is not the owner of the installation. In this respect, the exclusion of damage by sewage in accordance with AHB Section 7.14.1 does not apply (environmental liability recourse coverage). Expenses incurred prior to the occurrence of the insured event shall be reimbursed pursuant to the conditions set out in Section 4, insofar as recourse claims of the plant owner exist against the policyholder.

Included are – in this respect in deviation from AHB Sections 1 and 7.3 – to the legal extent third-party damage claims based on material defects due to personal injury, property damage and, according to Section 1.4, co-insured financial losses, if the policyholder – on the basis of an agreement with his customer on specific characteristics of his products work or performance – has to take responsibility that these characteristics exist regardless of culpability at the moment of risk transfer.
- 1.2.7 Environmental impacts which are associated with the risk described in the insurance policy, insofar as these environmental effects do not originate nor have emanated from plants or activities which fall within the scope of the risk components listed in Sections 1.2.1 to 1.2.6, irrespective, whether these have been agreed upon or not (environmental liability – basic coverage).
- 1.3 Insurance coverage is also provided if stored substances – when used in a spatial and tangible context within an insured facility as described in the insurance policy pursuant to Sections 1.2.1 to 1.2.5 and 1.2.7 – reach soil, air or water (including water bodies) without having been introduced or discharged

there. Insurance, however, does not cover the use of sewage sludge, manure, solid stubble, pest control, plant protection and fertilizers. This does not apply to liability claims due to damage to third-party plants and crops by the application of these substances – except, in principle, sewage sludge – if these are caused by airborne transmission (so-called drifting or refuse damage) or by sudden and accidental flooding. Excluded are damage to water bodies and their consequential damage (e.g. fish ponds, etc.), as well as damage to treated material and damage caused by spraying from the air.

The insurance coverage pursuant to AHB Sections 1.2.1 to 1.2.7 also applies to liability due to damage of a third party arising from the fact that substances are discharged into sewage water, and thus reach water bodies.

- 1.4 In accordance with AHB Section 2.1, co-insured are financial losses resulting from the infringement of right of appropriation, the right to established and exercised commercial activity, or rights of usage or entitlements under water law. They are treated as property damage.
2. Automatic Extension of Coverage/Increases and Extensions
  - 2.1 The provisions of AHB Section 3.1.3 and 4 – Automatic Extension of Coverage – shall not apply to the risk components under Sections 1.2.1-1.2.6. In this respect, insurance coverage for new risks requires a special agreement.
  - 2.2 AHB Sections 3.1.2 and 3.2 – Increases and Extensions – also do not apply to the risk components specified in Sections 1.2.1-1.2.6. Regarding the risks insured under Section 1.2., quantitative changes of substances remain unaffected.
3. Definition of an Insured Event

In deviation from AHB Section 1.1, an insured event is defined as the first verifiable determination of personal injury (death, injury or damage to human health), property damage (destruction or damage to property), or co-insured financial loss in accordance with Section 1.4 by the injured party, another third party or the policyholder. The insured event must have occurred during the insurance policy's validity. In this respect, it is not relevant whether the cause or extent of the damage or the possibility of imposing liability claims were already apparent at that time.
4. Expenses Before Insured Event Occurrence
  - 4.1 The insurer shall replace, even without an insured event having occurred,
    - after a disruption in the operationor
    - on the basis of an official orderthe expenses of the policyholder for measures to prevent or reduce the otherwise unavoidable occurrence of personal injury, property damage or co-insured financial loss insured under AHB Section 1.4. The determination of the disruption of operation or the official orders must fall into the effective period of the insurance, whichever date is earlier.
  - 4.2 Expenditure on the basis of official orders as per Section 4.1 shall be assumed under the conditions set out therein, without prejudice to the fact that the measurements are carried out by the policyholder or via substitution from the authorities.
  - 4.3 The policyholder is obliged
  - 4.3.1 to notify the insurer immediately of any such disruption of operation or an official order and to perform all measures necessary towards limiting the expenses that are required and objectively suitable for preventing loss or to adjust the extent of the damage and – upon the insurer's request – to lodge an objection against official orders within the prescribed period, or
  - 4.3.2 to agree on the measures with the insurer.
  - 4.4 If the policyholder deliberately violates one of the objections set out in Section 4.3, he will only be refunded with the necessary and objectively appropriate expenses within the scope of the total agreed upon amount for expenses pursuant to Section 4.

If the policyholder violates one of the obligations stated in Section 4.3 due to gross negligence, the insurer is entitled to reduce any expenses exceeding the necessary and objectively appropriate expenses in proportion to the severity of the fault of the policyholder. The burden of proof for the non-existence of gross negligence lies with the policyholder.

In deviation from paragraphs 1 and 2, the insurer shall be obliged to reimburse any costs exceeding expenses deemed necessary and objectively appropriate, insofar as the breach of obligation is not causal for the scope of the insurer's liability.
  - 4.5 In any event, expenses – including expenses for the purposes spelled out in Section 4.1 – shall not be eligible for the maintenance, repair, renewal, retrofitting, safeguarding or rehabilitation of operating facilities, land or property (including leased, rented, and/or the like) of the policyholder; this also applies to those formerly owned or held by the policyholder. Expenses, however, for the prevention or reduction of otherwise unavoidably personal or property damage insured in accordance with Section 1.4 are replaced, if the operating facilities, land or objects of the policyholder that are affected by environmental impact will be impaired. Any increases in value shall be deducted.
5. Uninsured Events

Uninsured – wherein expenses before the occurrence of the insured event within the meaning of Section 4 are treated as claims – are:
- 5.1 Claims for damages that arise or have arisen from the fact that these substances are spilled, drip, run off, vaporize, evaporate or get into the soil or a body of water by similar processes in the handling of water-endangering substances. This does not apply when such events result from a company interruption of service.
- 5.2 Claims for damage resulting from unavoidable, necessary or accepted environmental impact resulting from operations. This does not apply if the policyholder proves that – according to state-of-the-art measures – he could not have known the possibility of such damages under the individual circumstances when the environmentally damaging effects occurred (see Section 5.13).
- 5.3 Claims for damages already incurred at the beginning of the contract.
- 5.4 Claims for damages for which coverage exists under previous insurance contracts or could have been applied for.
- 5.5 Claims for damages resulting from the fact that the policyholder acquires or takes possession of land after the start of the insurance contract, which during this time had already been affected by an environmental impact.

- 5.6 Claims for damages arising from the ownership, possession or operation of plants or facilities for the intermediate or final disposal of waste, insofar as this is not a short-term, temporary storage of proprietary, operating site waste.
- 5.7 Claims for damages caused by the waste produced or delivered by the policyholder after delivery.
- 5.8 Claims for damage caused by products made or delivered by the policyholder, by work or other services after performance of the service or completion of the work (product liability). This exclusion shall not apply insofar as insurance coverage is taken in accordance with Section 1.2.6.
- 5.9 Claims against the persons (policyholder or co-insured) who cause the damage by deliberately deviating from laws, ordinances, or official regulations and decrees addressed to the policyholder that serve for protection of the environment.
- 5.10 Claims against the persons (policyholder or co-insured) who cause damage by deliberately omitting to observe the manufacturers or state-of-the-art guidelines or instructions for use, periodic checks, inspections or maintenance or willfully neglect required repairs.
- 5.11 Claims for genetic damage.
- 5.12 Claims for damages which are demonstrably based on war events, other hostile acts, turmoil, internal unrest, general strikes, illegal strikes or directly the result of decrees or measures adopted by public authorities; the same applies to damage caused by elemental forces of nature.
- 5.13 Claims for normal operational damages (see Section 5.2) caused by
- aromatic hydrocarbons, such as BTEX, phenols or biphenyls;
  - heavy metals;
- 5.14 in addition, claims in general for damages caused
- by halogenated hydrocarbons (HKW – Halogenalkan/Haloalkane);
  - in connection with electromagnetic fields.
- 5.15 Claims arising from demolition and tearing, as well as explosions – unless a special agreement has been reached on their inclusion. Even if an agreement was reached, property damages are excluded
- in cases of demolition and tearing work in a perimeter whose radius corresponds to the height of the building to be torn down;
  - in cases of building implosions within a radius of less than 150 meters.
- 5.16 Claims against the persons (policyholder or any other co-insured) who cause the damage through deliberate legal and regulatory violations or unauthorized handling of combustible or explosive substances.
- 6. Sums Insured/ Annual Compensation Limit/Deductible/Serial Damage**
- 6.1 Sums Insured**
- For the scope of the insurer's benefits, the sums insured indicated in the insurance certificate form the maximum payout for each insured event. This also applies if the insurance coverage extends to several persons' liability compensation. Expenses within the meaning of Section 4 shall be reimbursed within the agreed sum insured up to the total amount stated in the insurance policy per each disruption in business or company operations. Please refer to the maximum payout mentioned in the insurance policy. If damage occurs despite implementation of measures for which expenses are reimbursed in accordance with Section 4, the costs reimbursed by the insurer will be added to constitute part of the amount of compensation payable for the insured event, unless the reimbursement of these costs under the terms of the annual maximum limit of indemnity actually reduced the compensation payable for insured events occurring during a previous insurance year.
- 6.2 Deductible**
- The deductible is declared on the insurance policy. It also applies to expenses before the insured event occurs.
- 6.3 Serial Damage**
- Several insured events occurring during the insurance period
- by the same environmental impact,
  - by a number of environmental impacts directly resulting from the same cause or similar causes, if there is an internal – in particular, factual and temporal – relationship that exists between the causes, shall be regarded, irrespective of their actual occurrence, as an insured event occurring at the time of the first of these events. AHB Section 6.3 is not applicable.
- 7. Subsequent Liability**
- 7.1 If the insurance relationship ends due to the complete or permanent loss of the insured risk or by the termination by the insurer or policyholder, the insurance coverage shall continue to exist for those personal injuries, property damages and financial losses in accordance with Section 1.4 that occurred during the period of validity, but had not yet been established at the time the insurance contract was terminated; the following provision shall apply:
- The insurance coverage is valid for a period of 3 years from the date of termination of the insurance contract.
  - The insurance coverage for the entire period of subsequent liability under the terms of the scope of insurance applicable at the end of the insurance agreement and namely to the amount of the unused part of the insured amount of the insurance year in which the insurance agreement ended.
- 7.2 Section 7.1 applies accordingly in the event that an insured risk part is not used during the insurance policy's effectiveness, provided that the date of the partial loss of the insured risk is to be taken into account.
- 8. Foreign Insurance Coverage**
- 8.1 In the scope of Section 1 of these Terms and Conditions – deviating from the provisions in Part I, AHB Sections 5.2 and 7.9 – only those insurance claims incurred abroad are covered
- when attributable to the operation of a domestic installation or to an activity within the territory of the country as defined in Sections 1.2.1 to 1.2.7. This applies to activities as defined in Section 1.2.6 only if the installations or parts clearly appear not being intended for the foreign country;
  - in connection with business trips or participation in exhibitions, congresses, fairs and markets, if insurance coverage has been agreed upon in accordance with Section 1.2.7. Construction, assembly, maintenance and repair work (including inspections and customer service) or other services are not considered as business travel.
- 8.2 In addition, insurance coverage extends to insurance claims occurring in other European countries,
- that are attributable to the planning, production or delivery of installations or parts as defined in Section 1.2.6, if the installations or parts were apparently intended for the foreign country;
  - that are attributable to assembly, disassembly, maintenance or servicing of installations or parts as defined in Section 1.2.6, if these activities are carried out abroad;
  - that are attributable to any other assembly, disassembly, maintenance or servicing, if these activities are carried out abroad;
- The insurance only covers those personal injury and property damage – financial losses as defined in Section 1.4 are not insured – that result from a sudden, accidental and non-gradual disturbance which deviates from regular operations. In accordance with Section 4, expenses prior to the occurrence of the insured event shall not be reimbursed.
- 8.3 The insurer's services are paid in euros. Whenever the place of payment is outside a member state of the European Monetary Union, the obligations of the insurer shall be deemed having been met on the date the euro amount is remitted to a financial institution located within the European Monetary Union.
- 8.4 Excluded are claims for occupational accidents and diseases of persons who have been hired abroad by the policyholder or have been entrusted with the execution of work. Liability claims against the policyholder and the persons referred to in Part I Section 3.1 from occupational accidents and diseases, which are subject to the provisions of the Social Code (SGB VII) (see AHB Section 7.9), remain, however, included.
- 8.5 Expenses of the insurer for costs are charged to the sum insured as benefits on the sum insured, in deviation from AHB Section 6.5. Costs are: attorney, expert, witness and court costs; expenses for the avoidance or reduction of the damage at or after the occurrence of the insured event, as well as costs for the ascertainment of damages, including travel expenses, which do not arise for the insurer himself. This also applies if the costs have been incurred by the insurer's instructions.
- 8.6 For insured events in the USA and Canada, as well as their territories, or for claims asserted in the USA, Canada and their territories, a possible deductible agreed upon (see insurance certificate) for business travel, as well as participation in exhibitions, congresses, fairs and markets does not apply.
- Clarification of Section 8:**
- German law shall prevail for the definition of the concept of facilities.
- Part V Special Agreements For Specific Types of Business**
- 1. For Schools and Kindergartens**
- 1.1 Subject of Insurance Coverage**
- In addition to Part I, Section 1:
- The insurance covers the legal liability under private law of the policyholder of all characteristics, legal relationships and activities arising from his business resp. profession as described.
- In particular, from
- the giving of lessons (also experiment-based lessons with/ without radioactive materials) as well as education and supervision;
  - school events that do not go beyond usual standards (e.g. parents' meetings, school festivals, holidays);
  - the use of sports and exercise equipment for educational purposes in one's own school operation;
  - the organization of student or class travel as well as school trips and related accommodation in hostels and homes, as well as on a temporary stay abroad of up to one year (see Section 1.3).
- In addition:
- In boarding schools, the legal liability relating to the provision of accommodation and meals is included in coverage.
- 1.2 Co-insured Persons**
- Instead of Part I, Section 3:
- Included in the insurance coverage is – in the context of the contract – the personal legal liability of
1. school board and board of trustees members, in those capacities;
  2. teachers, supervisors or other employed or engaged persons for liability claims for damages caused while executing their work; that applies also on a temporary stay abroad of up to one year (see Section 1.3).
- Excluded from coverage: Liability claims from personal injuries, which are occupational accidents in school or office departments pursuant to the civil service law or Social Code (SGB VII).
- Included, however, is the liability for personal injuries from the occupational accidents of children and students.
- 1.3 Extension of Coverage – Foreign Insurance Coverage**
- Instead of Part I, Section 5.2:
- Included is – in deviation from AHB Section 7.9 – the legal liability of the policyholder due to accidents occurring abroad
- in connection with temporary student or class travel as well as school trips and related accommodation in hostels and homes, as well as on a temporary stay abroad of up to one year;
  - in connection with temporary occupational stays/activities of up to one year;
  - by products that the policyholder has delivered or arranged for delivery;
  - in connection with a temporary commercial activity of up to one year. This applies also for a claim as owner or keeper of co-insured animals;
  - in connection with business trips or the attendance at exhibitions, congresses, fairs and markets. Construction, assembly, maintenance and repair work (as well as inspection and service) or other services do not count as business trip;
  - by products that reached a foreign country without having been delivered there or delivery arranged by the policyholder.

A special agreement is required for the liability insurance of business premises located abroad (manufacturing or sales subsidiary, warehouses, etc.) and for an expansion of the export, work and performance risk to countries outside Europe).

Excluded from coverage: Claims arising from occupational accidents and diseases of persons employed abroad by the policyholder or entrusted there with the performance of work.

Included, however, are liability claims against the policyholder and the persons mentioned in Section 1.2.1 arising from occupational accidents and diseases according to the regulations of the Social Code (SGB VII) (see AHB Section 7.9).

The insurer's costs will – in deviation from AHB Section 6.5 – be credited as benefits to the insured value.

Costs are:

Legal and expert costs; expenses for avoiding or reducing damage at the time of or after an insured event, and ascertainment of damage costs, as well as travel costs that do not incur for the insurer.

This also applies, if the costs incurred on instruction of the insurer. All insurer benefits are paid in euro.

Provided that the place of payment is outside a member state of the European Monetary Union, the obligations of the insurer shall be deemed having been met on the date the euro amount is remitted to a financial institution located within the European Monetary Union.

Particular attention is drawn to the risk limitations (Part I, Section 6).

#### 1.4 Risk Definition

In addition to Part I, Section 6.1, insurance coverage is not extended to the legal liability in relation to

- research and expert activities;
- unusual and particularly dangerous activities;

Insurance coverage is not extended to the legal liability of students.

#### 1.5 Co-Insurance of Associated Risks

1.5.1 Part II, Section 2.2 (animal owner liability insurance), is deemed invalid for riding schools, horse rental and horse pension business.

1.5.2 In addition to Part II, Section 2, the legal liability of the policyholder is co-insured according to the use of

- model aircraft, unmanned balloons and kites,
  - a) that are powered neither by engines nor propellants,
  - b) with a flying weight not exceeding 5 kg (incl. accessories like ropes, strings, harness) and
  - c) that do not require an official permit for the use of airspace.

Insofar that benefits can be claimed for an insured event from independently owned aviation liability insurance, these contractual obligations shall be given priority. This also applies in cases of group insurance.

- Pleasure crafts, with the exception of own sailing boats (as well as surfboards), and proprietary or third-party pleasure crafts with engines – including auxiliary or outboard motors – or propellants.

Co-insured is the occasional use of third-party pleasure crafts with engines, if an official permit is not required for their use.

#### 2. Storage, Freight Forwarding, Stowing, Transport and Cold Storage Business and Carriers

Risk Definition

In addition to Part I, Section 6.1, insurance coverage is not extended to the legal liability in relation to damages to the stored goods.

#### 3. Transport Companies (Storage, Freight Forwarding, Transport Services, etc. and Morticians)

##### 3.1 Extensions of Coverage – Foreign Insurance Coverage

Also included, as extension of Part I, Section 5.2 – in deviation from AHB Section 7.9 – is the legal liability of the policyholder for insurance claims in relation to trips conducted in European countries. The other provisions of Section 5.2 remain unaffected.

##### 3.2 Co-Insurance of Associated Risks

In addition to Part II, Section 2, the legal liability of the policyholder is co-insured related to

1. the possession and maintenance of a car repair workshop for personal requirements. The liability related to the occasional repair or maintenance of external vehicles is co-insured as well – however, not damages to these vehicles.
2. the possession, use or rental of containers – not, however, of droppings, garbage and debris containers, etc. Containers that are mounted to a carrier or are transported by a motor vehicle are covered only via relevant motor vehicle liability insurance.
3. the possession and use of parked interchangeable hitches for trucks, truck trailers and semi-trailers, that means as long as these structures are not mounted to a carrier. Interchangeable hitches that are mounted to a carrier are only covered by the motor vehicle liability insurance for the carrier.

##### 3.3 Extensions of Coverage

In addition to Part II, Section 4, the following extensions of coverage apply: Maneuvering Damage Caused by Third-party Vehicles

Included – in deviation from AHB Sections 7.7 and 7.10.2 – is the damage of third-party vehicles moved on one's own or external business premises (not on public paths, streets and squares).

For these vehicles the exclusions in AHB Sections 3.1.2 and 4.3.1 do not apply. The vehicle may only be used by an authorized driver.

The authorized driver is that person who may use the vehicle with knowledge or in accordance with the intention of the authorized party.

The policyholder is obliged to ensure that the vehicle is not used by an unauthorized driver.

The driver may use the vehicle on public roads and places only with the required driver's license.

The policyholder is obliged to ensure that the vehicle is not used by a driver without the required driver's license.

If the policyholder violates this obligation, AHB Section 26 (legal consequences in case of breach of obligations) applies.

The provisions of AHB Sections 1.2 AHB (claim for performance) and 7.8 (damage to manufactured or delivered work or objects) remain unchanged.

Sum insured: see insurance policy.

Insofar as the above inclusion also covers damage caused by environmental impact, there is no coverage via environmental liability insurance.

#### 4. Property Developer and General Contractors

##### 4.1 Subject of Insurance Coverage

In addition to Part I, Section 1:

The insurance covers the legal liability under private law of the policyholder of all characteristics, legal relationships and activities arising from the description of his business resp. occupation.

In particular

- the maintenance of an office or information and sales offices;
- the planning of construction projects by own personnel according to HOAI § 15 (German Fee Structure for Architects and Engineers);
- the supervision of construction projects by own personnel – technical and business management, local construction supervision, in each case within the framework of the service specifications of HOAI § 15 – but not from the assumption of the responsible construction management according to the relevant provisions of the respective national building authorities;
- the commissioning of independent entrepreneurs (primary and secondary construction businesses, etc.), specialists (heating, air-conditioning, ventilation, plumbing, etc.) as well as independent architects and civil engineers;
- as administrator/owner of the land to be developed and the houses to be built, residential units with community area;
- possession of model residences and model houses as well as the related demonstrations;
- the property of already built houses and apartments that have not been sold yet.

The insurance coverage ends with the final acceptance by purchasers or other successors, but no later than six months after completion of the construction work for the individual project;

- as the owner of all construction projects carried out under his direction (proprietary, transferable, administered building). The prerequisite for this is that the construction work is contracted to a third party (independent company). Insofar as the policyholder has taken over the legal liability of a client (customer) in this capacity under the contract, insurance coverage is also provided for under this contract. The legal liability of the policyholder as landowner is also insured during the construction work according to the provisions of the contract. However, this insurance coverage ends when the houses (apartments) are occupied.

Explanation

- Proprietary Constructions are projects that the policyholder first built for himself for the purpose of the subsequent lease.
- Transferable Constructions are projects that the policyholder first creates for himself for the purpose of a later sale.
- Administered Constructions are the projects of external builders, who are technically and economically supervised by the policyholder.

##### 4.2. Risk Definition

In addition to Part I, Section 6.1, insurance coverage is not extended to the legal liability in relation to

- warranty claims and damages/deficiencies in the construction objects and any resulting financial losses, irrespective of whether the claim for compensation is due to the responsibility of the policyholder or an assigned contractor or specialist
- damage caused by deliberate contravention of the law, official regulations and instructions;
- damage caused by the policyholder or his employees failing to see mistakes that are contained in invoices, itemizations, estimates, quotations or in measurements of drawings, the review of which was passed on to the policyholder;
- losses incurred by affiliates, subsidiaries or other companies and architects involved with the policyholder's capital, profit and/or personnel.

The liability of contractors, architects, civil engineers and experts assigned by the policyholder is not insured.

#### 5. Agricultural Contractors and Agricultural Machinery Contractors, Agricultural Cooperatives and Syndicates

Risk Definition

In addition to Part I, Section 6.1, insurance coverage is not extended to the legal liability in relation to damage caused by members/associates and their dependents, to whom machines had been entrusted.

#### 6. Landscaping, Pest Control Business (including Plant Protection Business)

Risk Definition

In addition to Part I Section 6.1, insurance coverage is not extended to the legal liability in relation to the use of plant protection products, pesticides and fertilizers and resulting damage

- on treated property and all resulting property damage,
- by conscious deviation from instructions for use and official regulations,
- by pest control from the air.

#### 7. Feed Business

Risk Definition

In addition to Part I, Section 6.1, insurance coverage is not extended to the legal liability of the policyholder in relation to personal injury resulting from

the transmission of diseases/epidemics to humans (e.g. BSE – a.k.a. mad cow disease). The exclusion provisions of AHB Section 7.18 AHB remain unaffected.

## 8. Commercial and Livestock Farming and Trade

### 8.1 Extensions of Coverage – Foreign Insurance Coverage

Included as extension of Part I, Section 5.2 – in deviation from AHB Section 7.9 – is the legal liability of the policyholder for insurance claims occurring in other European countries on the occasion of a temporary commercial activity for a period of up to one year. This also applies to the use as a owner or keeper of co-insured animals.

### 8.2 Co-insurance of Incidental Risks

Part II, Section 2. 2 (animal owner liability insurance) shall be omitted.

### 8.3 Dog Breeding, Training and Trade

Risk Definition

In addition to Part I Section 6.1, insurance coverage is not extended to the legal liability of the policyholder in relation to damages to decoys.

### 8.4 Migratory Sheep Farming

#### 8.4.1 Risk Definition

In addition to Part I, Section 6.1, insurance coverage is not extended to the legal liability of the policyholder in relation to crop damage.

#### 8.4.2 Crop Damage (if specially agreed upon, see insurance policy)

In a partial deviation from Section 8.4.1, the legal liability of the policyholder is also covered in relation to crop damage on the occasion of sheep flocks breaking out of the pen.

### 8.5 Commercial Fattening and Breeding Farms and Cattle Breeding Associations

Risk Definition

In addition to Part I, Section 6.1, liability claims of members/associates and their dependents are excluded due to damage caused by intentional or accidental mating by housed breeding animals.

## 9. Boat Rental Companies

Co-Insurance of Associated Risks

In addition to Part II, Section 2:

Co-insured is

- the legal liability of the policyholder in relation to the holding, possession and use of pleasure crafts that are exclusively used for rental – without professional crews – and whose location is within the country.
- the personal legal liability of the responsible driver and the persons usually authorized to operate the vehicle;
- the legal liability resulting from the pulling of water skiers and kite surfers.

Not insured is

- the personal liability of the water skiers and kite surfers;
- the liability for damages resulting from the participation in motor boat races or during the related practice runs.

Claims against the persons (policyholder or any co-insured person) who are responsible for the damage caused by deliberate illegal, improper or other unauthorized handling of combustible or explosive substances are not insured.

In addition:

- In extension to Part I, Section 5.2 (damage abroad):
  - a) Included is – in deviation from AHB Section 7.9 – the legal liability of the policyholder due to insurance claims occurring abroad.
  - b) In case of the provisional seizure of a pleasure craft in a foreign port, the necessary security or deposit is the sole responsibility of the policyholder.
- Guidance without prescribed official permission

The pleasure craft may only be used by an authorized driver. The authorized driver is a person who may use the vehicle with knowledge or in accordance with the intention of the authorized party.

The policyholder is obliged to ensure that the pleasure craft is not used by an unauthorized person.

The pleasure craft may only be used with the required official permission. The policyholder is obliged to ensure that the vehicle is not used by a driver who does not have the required official authorization.

If the policyholder violates this obligation, AHB Section 26 (legal consequences in case of breach of obligations) shall apply.

## 10. Meat Inspectors

Extensions of Coverage – Financial Losses

Included are in addition to Part II, Section 4.1.1, financial losses (2. indent is not applicable) due to negligent misjudgment or labeling of meat.

## 11. Forges

Extensions of Coverage

In addition to Part II Section 4:

Damage to Animals by Means of Horse Shoeing

(if specially agreed upon: see insurance policy)

Included are – in deviation from AHB Section 7.7 – liability claims due to damage to animals by means of horse shoeing or hoof care (e.g. trimming of the hoof horn) and all consequential financial losses.

Excluded from coverage are claims for medical treatment of animals. The provisions of AHB Sections 1.2 and 7.8 AHB remain unaffected.

Sum insured and/or deductible: see insurance policy

## 12. Restaurant and Accommodation Business

### 12.1 Subject of Insurance Coverage

In addition to Part 1, Section 1:

The insurance covers the legal liability under private law of the policyholder from all characteristics, legal relationships and activities arising from the description of his business resp. occupation.

In particular, from

- possession and operation of guesthouses, hotel swimming pools, saunas, solariums, fitness rooms, shooting ranges, bowling alleys, halls for events, playgrounds including supervision, miniature golf courses, sports facilities (e.g. tennis courts) on-site;
- rental of bicycles, wicker beach chairs, skis and sleighs to hotel guests;
- the organization of on-site events;
- external delivery of food and drinks.

### 12.2 Extensions of Coverage

#### 12.2.1 Employees' and visitors' personal effects

Part II, Section 4.2, does not apply to accommodation and restoration guests.

#### 12.2.2 In addition to Part II, Section 4:

##### 12.2.2.1 Damage Caused by Moving Third-Party Motor Vehicles On-site

Included in the insurance coverage is the legal liability in relation to the movement of third-party motor vehicles on the business premises without damage to the moving motor vehicle (see, however, Section 12.2.2.4). The exclusions in AHB Sections 3.1.2 and 4.3.1 do not apply to these motor vehicles. The vehicle may only be used by an authorized driver. The authorized driver is one who can use the vehicle with the knowledge and will of the authorized person. The policyholder is obliged to ensure that the vehicle is not used by an unauthorized driver. The driver of the vehicle may only use the vehicle on public roads and places with the required driver's license.

The policyholder is obliged to ensure that the vehicle is not used by a driver who does not have the required driver's license.

If the policyholder violates this obligation, AHB Section 26 (legal consequences in case of breach of obligations) shall apply.

Sum insured (and/or deductible): see insurance policy.

##### 12.2.2.2 Damage to Items Handed Over by Restoration Guests for Storage

The insurance covers the legal liability from damage, destruction or loss of things (except animals, motor vehicles of all kinds with accessories and contents) that have been handed over by restoration guests for storage.

Sum insured and/or deductible: see insurance policy.

##### 12.2.2.3 Damage to Goods Brought in by Accommodated Guests

(If specifically agreed upon: see insurance policy)

The insurance covers the legal liability from the damage, destruction or loss of the goods brought in by the guests (except animals, vehicles of all kinds with accessories and contents).

Among the items brought in are also stored items and those whose storage was unjustly refused.

Sum insured and/or deductible: see insurance policy.

##### 12.2.2.4 Damage to Motor Vehicles Parked by Accommodated Guests and to Personal Luggage in These Vehicles

(If specifically agreed upon: see insurance policy)

Included is – in deviation from AHB Section 7.7, and in addition to AHB Section 2.2 – the legal liability in relation to damage, destruction, theft, loss, or unauthorized use of the parked cars, their accessories and the personal luggage (excluding other contents and cargo) of the occupants and all resulting financial losses.

Insurance cover shall be granted only provided that the car is located in lockable garages, in courtyards or in enclosed parking spaces.

Claims against the persons (policyholder or co-insured persons) who stole the vehicle or luggage or used it without authorization are not covered.

When moving third-party motor vehicles on the company's premises, the following applies: For these motor vehicles, the exclusions in AHB Sections 3.1.2 and 4.3.1 do not apply.

The vehicle may only be used by an authorized driver. The authorized driver is who may use the vehicle with the knowledge and will of the authorized person. The policyholder is obliged to ensure that the vehicle is not used by an unauthorized driver. The driver may only use the vehicle on public roads and places with the required driver's license. The policyholder is obliged to ensure that the vehicle is not used by a driver who does not have the required driver's license. If the policyholder violates this obligation, AHB Section (legal consequences in case of breach of obligations) shall apply.

Sum insured and/or deductible: see insurance policy

##### 12.2.2.5 Damage to Third-party Motor Vehicles During Delivery and Retrieval

(If specifically agreed upon: see insurance policy)

Included is – in deviation from AHB Section 7.7 – the legal liability and all resulting financial losses arising from damage and destruction of third-party motor vehicles and their accessories (excluding contents and cargo) during their delivery and retrieval outside the company's premises. Particular attention shall be paid to the risk definitions.

The vehicle may only be used by an authorized driver. The authorized driver is who may use the vehicle with the knowledge and will of the authorized person. The policyholder is obliged to ensure that the vehicle is not used by an unauthorized driver.

The driver may only use the vehicle on public roads and places with the required driver's license.

The policyholder is obliged to ensure that the vehicle is not used by a driver who does not have the required driver's license.

If the policyholder violates this obligation, AHB Section 26 AHB (legal consequences in case of breach of obligations) shall apply.

Sum insured and/or deductible: see insurance policy.

##### 12.2.2.6 Contractual Liability

For train station restaurants and train station hotels, the following shall also apply:

Included is in addition to Part II, Section 7.3 of – in deviation from AHB Section 7.3 – the contractual liability assumed for the Deutsche Bahn AG as a result of the General Contract Terms for Subsidiaries of the DB (AVN).

The damage to the leased objects shall be excluded (Section 7.6).

### 13. For Freelance Engineers/Architects, State and Municipal Civil Construction Servants, Public Authority Surveyors

Extensions of Coverage – Financial Losses, Data Protection Act Violation  
Part II, Section 4.1 shall be omitted.

### 14. Showmen

Extension of Coverage – Foreign Insurance Coverage

Instead of Part II, Section 5.2, the following shall apply:

Included is – in deviation from AHB Section 7.9 – the legal liability of the policyholder for insurance claims occurring in other European countries in relation to

- the participation in exhibitions, congresses, trade fairs, markets and fairs with personal rides and/or (sales) booths.

This extension does not replace any possible compulsory insurance concluded on the spot;

- on the occasion of construction, assembly, maintenance and repair work (including inspection and after-sales service) or other services;
- by products delivered or allowed to be delivered by the policyholder.

And, in addition for insurance claims occurring abroad

- on the occasion of business trips or the attendance at exhibitions, congresses, fairs and markets. Construction, assembly, maintenance and repair work (including inspection and customer service) or other services are not considered to be business trips;
- by means of products which have been exported abroad without the policyholder having delivered them or initiated their delivery there.

A special agreement is required for the insurance of liability for foreign companies (e.g. production or sales offices, warehouses, etc.) and the expansion of the export, labor or benefit risk to countries outside Europe.

Excluded are claims for occupational accidents and diseases of persons who have been employed by the policyholder abroad or have been entrusted with the execution of work there.

Liability claims against the policyholder and the persons referred to in Section 3.1 from occupational accidents and diseases, which are subject to the provisions of the Social Code (SGB VII) (see AHB Section 7.9), remain, however, included.

Expenses of the insurer for costs – in deviation from AHB Section 6.5 – will be credited to the insured sum as benefits.

Costs are:

Attorney, expert, witness and court costs; expenses for the avoidance or reduction of the damage at or after the occurrence of the insured event, as well as costs for the ascertainment of damage, including travel expenses, which do not arise for the insurer himself. This also applies if the costs have been incurred by the insurer's instructions.

All insurer's services are paid in euros. Whenever the place of payment is outside a member state of the European Monetary Union, the obligations of the insurer shall be deemed having been met on the date the euro amount is remitted to a financial institution located within the European Monetary Union.

For insured events in the USA and Canada as well as their territories, or for claims asserted in the USA and Canada and their territories, a possible agreed upon deductible (see insurance policy) for business trips and participation in exhibitions, congresses, fairs and markets does not apply.

Particular attention shall be paid to the risk definitions (Part I, Section 6).

- court and attorney costs of action for an injunction or revocation against the policyholder.

### 2. Co-insured Persons

Co-insured is the personal legal liability for

- the legal representatives of the policyholder and such persons they employed to manage or supervise the insured business or a part thereof, in this capacity;
- all other employees and employees of foreign companies included in the operation of the policyholder by contract, for damages which they cause to the policyholder in the course of their official duties.

Excluded are liability claims from personal injuries, which are occupational accidents and diseases in the company of the policyholder pursuant to the Social Code (SGB VII).

The same shall apply to such occupational accidents in accordance with the provisions of the civil service law, which happen to employees of the same office during or as a consequence of the service.

### 3. Sum insured / Sublimit / Serial Damage / Crediting of Costs

The sums insured for this supplementary insurance are available within the scope of the basic sums insured shown in the insurance policy.

For the maximum compensation rate: see insurance policy.

3.2 The maximum rate of compensation for damages as defined in Section 1.5 within the aforementioned sums insured can be found in the insurance policy.

3.3 Several insured events occurring during the period of the insurance shall be regarded as one insured event occurring at the time of the first of these insured events, if these are based

- on the same cause,
- on the same causes with an internal, in particular factual and temporal context, or
- on the exchange, transmission and provision of electronic data with the same defects.

AHB Section 6.3 shall be omitted.

3.4 Expenses of the insurer for costs are – in deviation from AHB Section 6.5 – credited to the insured sum as a benefit.

Costs are:

Attorney, expert, witness and court costs; expenses for the avoidance or reduction of the damage at or after the occurrence of the insured event, as well as costs for the ascertainment of damage, including travel expenses, which do not arise for the insurer. This also applies if the costs have been incurred by the insurer's instructions.

All insurer's services are paid in euros. Whenever the place of payment is outside a member state of the European Monetary Union, the obligations of the insurer shall be deemed having been met on the date the euro amount is remitted to a financial institution located within the European Monetary Union.

### 4. Damages Abroad

Insurance coverage exists – in deviation from AHB Section 7.9 – for insurance claims abroad.

However, this applies only insofar as the insured liability claims are asserted in European states and in accordance with the laws of European states.

### 5. Uninsured Risks

Claims for the following activities and services are not insured:

- software development, trading, implementation, maintenance;
- IT consulting, analysis, organization, introduction, training;
- network planning, installation, integration, operation, maintenance, servicing;
- supplying third-party content, such as provision of access, hosting, and full-service;
- operation of data centers and databases;
- operation of telecommunication networks;
- provision of certification services pursuant to SigG/SigV (Federal Regulations and Parameters for Electronic Signatures);
- activities for which a statutory obligation exists to conclude a pecuniary loss liability insurance.

### 6. Exclusions / Risk Definitions

Excluded from the insurance coverage are claims

- 6.1 which are related to
  - bulk sending of electronically transmitted information unwanted by the recipient (e.g. spamming),
  - data files (e.g. cookies) used to illegally collect certain information about Internet users;
- 6.2 damages claimed by companies which are majority-connected to the policyholder or his partners by capital or which are under a single management;
- 6.3 against the policyholder or any co-insured, insofar as they have caused the damage by deliberate contravention of the law or official regulations, as well as from written instructions or conditions of the client or by other deliberate breaches of duty;
- 6.4 for punitive claims for compensation, in particular punitive or exemplary damages;
- 6.5 according to Articles 1792 et seq. and 2270 and the related recourse claims under Article 1147 of the French Civil Code or similar provisions of other countries.

## Supplementary Conditions for Business Liability insurance for Users of Internet Technologies

### 1. Subject of Insurance Coverage

On the basis of the General Insurance Conditions for Liability Insurance (AHB) – in this respect in deviation from Sections 7.7, 7.15 and 7.16 – and the following agreements, the policy includes the legal liability of the policyholder for damages arising from the exchange, transmission or provision of electronic data, e.g. via Internet, computer viruses or data carriers,

where such damages result from

- 1.1 deletion, suppression, spoiling or alteration of data (data alteration) at third parties from computer viruses and/or other malicious programs;
- 1.2 data alteration for other reasons as well as failure to capture or faulty storage of data at third parties in relation to
  - resulting personal and property damage, but not further data changes, and
  - the cost of restoring the modified data or capturing/correctly storing non-recorded or incorrectly captured data;
- 1.3 the disruption of third-party access to the electronic data exchange.

For Section 1.1 to 1.3, the following applies:

The policyholder is responsible that the data he exchanges and communicates are or have been secured or tested according to state-of-the-art safety measures and/or techniques (e.g. virus scanner, firewall). These measures may also be carried out by third parties. If the policyholder violates this obligation, AHB Section 26 (legal consequences in case of breach of obligations) applies.

- 1.4 the infringement of personality rights; in this respect, insurance coverage is also provided for non-material damage, but not for infringement of copyright;
- 1.5 the infringement of naming rights, insofar there is also insurance coverage provided for non-material damage.

For Sections 1.4 and 1.5, the following applies:

In extension of AHB Section 1.1, the insurer shall replace

- court and attorney costs of proceedings which seek the injunction to be issued against the policyholder, even if they relate to claims for injunction and revocation;

# Supplementary Special Conditions for Personal liability Insurance

## Introduction

For professional and personal liability insurance – based on the General Insurance Conditions (AHB), the special conditions and risk descriptions for personal liability insurance, the special conditions and risk descriptions for occupational liability insurance and the supplementary conditions for occupational liability insurance for users of Internet technologies –, the following special conditions apply:

### §1 Insured group of persons

Volunteers, aid workers, specialists and other helpers, who are resident abroad in the context of development cooperation, as well as their dependents are eligible for insurance.

### §2 Sums insured

(Overview of the concept of coverage – optional extensions)

#### Basic sums insured

€ 3,000,000 for personal injury; € 3,000,000 for property damage; € 3,000,000 for financial losses.

Professional and Personal liability Insurance	
Voluntary Work	●
Coverage of damages caused by children under the age of criminal responsibility	€ 10,000 *
Co-insurance of the partner: co-insured are claims for reimbursement by social insurance institutions of non-marital, domestic life cohabitations.	●
Equal legal liability of dependent family members	●
Equal legal liability of other family members	●
Equal legal liability of au pairs and exchange students	●
The legal liability of persons working in the household and active nursing staff	●
Activity as a childminder (paid and free of charge)	●
House and land ownership for, e.g. a self-occupied dwelling house with no more than two separate apartments	●
PV and solar heating systems, provided that the installations are located on the enclosed property and land	●
Builders' liability insurance up to € 100,000 per building project	●
Rent damages	€ 1,000,000 *
Dog owner's liability insurance for trained guide dogs if the insured person has a disabled person's pass labeled with the code "Bl"	●
Temporary care of foreign dogs, if carried out as a favor	●
Occasional use of foreign boats with an engine up to 55 KW/75 hp	●
Use of motor vehicles up to 6 km/h (e.g. medical vehicles, children's vehicles)	●
Use of trailers, insofar as no insurance obligation exists and they are not linked to a motor vehicle	●
Use of self-propelled working machines up to 20 km/h (e.g. riding lawn mowers, snow removal machines)	●
Use of motor vehicles and trailers without insurance obligation on non-public roads and places	●
Damages abroad within Europe	unlimited duration of stay
Damages abroad outside Europe	length of stay of up to 60 months
Security deposit for damages abroad	€ 25.000 *
WHG residual risk and WHG plant coverage for small containers (single container up to 60 l) up to max. of 1,000 l total capacity. The insurance coverage expires if the quantity limit is exceeded.	●
Key loss risk (foreign private and professional key)	€ 30,000 *
Property damages on the occasion of a courtesy act	€ 10,000 *
Bad debt losses	●
Damage caused by data exchange and Internet use	€ 1.000.000 *
Maximum compensation for infringement of naming and personality rights	€ 200.000

\* Submit within the basic sum insured

Note: The maximum compensation rate for all insured events in an insurance year is twice the amounts reported.

### §3 Scope of Application

Insurance coverage exists for private and professional activities worldwide.

Insurance is also valid in countries for which a travel warning has been issued by the Federal Foreign Office.

There is no coverage only for areas which are at war, with the following "war clause" being used:

"The insurance shall not apply if at least two of the following five major powers – the United States, Great Britain, France, the CIS, Red China or the United Nations – are involved in such events;

in the case of a participation of the United Nations in the arbitration of unrest, the coverage shall not be excluded, but only then if during the participation of the United Nations one of the parties involved in the unrest is declared an 'aggressor'."

For insured persons from the Federal Republic of Germany, the insurance coverage is valid for temporary domestic stays – with the exception of professional liability insurance for doctors – up to 12 months.

For insured persons who are permanently resident outside the Federal Republic of Germany, insurance coverage is not applicable in the countries of which the insured person is a national or in which he is permanently resident.

### §4 Special Regulations for Professional Liability Insurance

Compensation claims from accidents involving persons directly or indirectly working for the policyholder are excluded, insofar they are regarded as occupational accidents according to the General Social Security Act (ASVG) or foreign laws.

Claims pursuant to § 640 (1) of the RVO (National Social Insurance Code (RVO)) are covered by the fact that they are levied in this capacity against the legal representatives of the policyholder and those persons whom he has employed to manage or supervise the insured enterprise or a part thereof.

### §5 Special Regulations for Insurance Claims in the USA, Canada and Countries with US Law

For insurance claims in the USA and Canada, as well as in countries where US law applies, the expenses of the insurer for costs are credited to the sum insured.

Costs are:

Attorney, expert, witness and court costs; expenses for the avoidance or reduction of the damage at or after the occurrence of the insured event, as well as costs for the ascertainment of damage, including travel expenses, which do not arise for the insurer himself. This also applies if the costs have been incurred at the insurer's behest.

The deductible for the policyholder for the aforementioned costs is 10%.

Excluded from the insurance coverage are claims for compensation of a criminal nature.

### §6 Liability Claims Among Co-insured Persons

The claims of insured persons among themselves are also insured.

### §7 Payment of Insurance

The benefits of the policyholder and the insurer are paid exclusively in euros, even if the policyholder himself is obliged to pay the claimant against the loss in foreign currency.

The obligations of the insurer shall be deemed as met as soon as the counter value (according to the conversion table) is transferred to an external bank.

### §8 Subsidiary cover

Where the insured persons are covered by other personal liability insurance policies, insurance cover is only provided if and insofar as the other insurer is not liable to pay.

## General Accident Insurance Conditions of Generali 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. Uninsurable are persons who predominantly require the help of others in managing their daily life. These requirements are met by persons who at least classify as long-term care level II in accordance with German compulsory long-term care insurance (§ 15 par. 1 no. 2 German Social Code (SGB) XI in its version of 14 June 1996).
- II. Cover and insurance policy expire as soon as the insured person is no longer insurable within the meaning of I.
- 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 writing 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 had also 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 or 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.

## II.

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 writing 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 had also 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 had also 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 writing 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 writing. 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 written notification 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 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 writing 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 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 clause III. 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 clause III. 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 policy-

holder 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 writing 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 1. 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.

## 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 writing 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 1. (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 travelling 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 Generali 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 Kriegeerisiko 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 warzone 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 II (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 II (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 writing 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 have 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 fulfilment 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 Generali 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 writing within this period and where you have asserted this claim against us 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 Generali 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 fulfil 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.

**Special conditions for accident insurance with a progressive disability classification of 225 % Model – if agreed**

In amendment of § 7 I 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 / 63	63 / 114	82 / 171
26 / 27	45 / 65	64 / 117	83 / 174
27 / 29	46 / 67	65 / 120	84 / 177
28 / 31	47 / 69	66 / 123	85 / 180
29 / 33	48 / 71	67 / 126	86 / 183
30 / 35	49 / 73	68 / 129	87 / 186
31 / 37	50 / 75	69 / 132	88 / 189
32 / 39	51 / 78	70 / 135	89 / 192
33 / 41	52 / 81	71 / 138	90 / 195
34 / 43	53 / 84	72 / 141	91 / 198
35 / 45	54 / 87	73 / 144	92 / 201
36 / 47	55 / 90	74 / 147	93 / 204
37 / 49	56 / 93	75 / 150	94 / 207
38 / 51	57 / 96	76 / 153	95 / 210
39 / 53	58 / 99	77 / 156	96 / 213
40 / 55	59 / 102	78 / 159	97 / 216
41 / 57	60 / 105	79 / 162	98 / 219
42 / 59	61 / 108	80 / 165	99 / 222
43 / 61	62 / 111	81 / 168	100 / 225

## Special Accident Insurance Conditions

### Introduction

The following special conditions apply to the group accident insurance under the aforementioned supplementary conditions:

#### §1 Scope of Coverage

The insurance policy covers occupational and non-occupational accidents worldwide (24-hour cover). Insurance is also valid in countries for which a travel warning has been issued by the Federal Foreign Office (Auswärtiges Amt). There is no coverage only for areas which are at war, with the following "war clause" being used: "The insurance shall not apply if at least two of the following five major powers – the United States, Great Britain, France, the CIS, Red China or the United Nations – are involved in such events; in the case of a participation of the United Nations in the arbitration of unrest the coverage shall not be excluded, but only then if during the participation of the United Nations one of the parties involved in the unrest is declared an 'aggressor'."

#### Sums Insured

The Sums insured for the respective insured person can be found in the insurance confirmation or billing.

#### §2 Infection and Tropical Clause – if Agreed Upon

Re § 2 II. (3) AUB (General Accident Insurance Conditions)

In addition to the general accident insurance conditions, the insurance coverage for invalidity also extends to the effects of infectious and tropical diseases. However, the insurance does not cover:

- (A) the diseases, state of illness and their consequences which the insured was already afflicted with at the time of entry into force of the insurance.
- (B) those diseases which occur either in the first eight days after the commencement or re-entry of the insurance policy or after its termination, unless the insured proves that he has contracted the illness during the period of insurance.

The infection and tropical clause is not fundamentally co-insured. The inclusion of the infection and tropical clause is possible for each insured person for an additional premium on registration.

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

In amendment of §2 I (3) of the agreed General Accident Insurance Conditions (AUB), the insurance cover extends to accidents suffered by the insured person through war-related events without him 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.

The following are excluded from the insurance cover:

- a) Accidents as a result of the use of ABC weapons (atomic, biological or chemical weapons)
- b) Accidents in connection with a war or warlike situation between world powers (China, France, Great Britain, Japan, Russia, USA)
- c) 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.

Insurance coverage under these conditions can be terminated by the insurer within a period of seven days.

For this purpose, an authorized representative shall be named with residence in a state of the European Community, which may legally effect such termination. This does not apply to countries with a particularly high risk of war, which are defined by the insurer.

## General Insurance Conditions for the Insurance of Assistance Services (PROTRIP-WORLD Zusatz-assistance 2014) of Europ Assistance AG

### I. Compensation for 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. Compensation for 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 travelling 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 travelling 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.

## Law excerpts

### §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.

### §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 its 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.

[...]

## §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.

## §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.

## Excerpts from the 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 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 [www.dr-walter.com/datenschutz](http://www.dr-walter.com/datenschutz).

### 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 Federal Data Protection Act as well as other significant laws but also on further measures to strengthen data protection. For more information, go to [www.dr-walter.com/datenschutz/personenbezogenedaten](http://www.dr-walter.com/datenschutz/personenbezogenedaten) 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 [www.dr-walter.com/datenschutz/dienstleisterliste](http://www.dr-walter.com/datenschutz/dienstleisterliste), 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, Eisenerzstrasse 34, 53819 Neunkirchen-Seelscheid, Germany  
T +49(0)2247 9194-0, F +49(0)2247 9194-40.

### c) Responsible body

Collection of your personal data is carried out by Dr. Walter GmbH, Eisenerzstrasse 34, 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, Eisenerzstrasse 34, 53819 Neunkirchen-Seelscheid, T +49(0)2247 9194-0.

## Right of revocation

You can revoke your contractual declaration in writing (e.g. letter, fax, e-mail) without giving reasons within two weeks after conclusion of the contract. Timely sending of the revocation statement is sufficient for complying with the revocation period. Please send your revocation to

PROTRIP-WORLD-VOLUNTEER  
Dr. Walter GmbH  
Eisenerzstrasse 34  
53819 Neunkirchen-Seelscheid  
Germany

In case of an effective revocation, you are no longer bound to the contract. If insurance cover was provided prior to the end of the revocation period, the insurer is entitled to the part of the premium attributable to the time until the revocation is received. Any premiums paid in addition to that shall be reimbursed by the insurer.

**You can use the following text sample for your revocation:**

*I hereby revoke the contract I concluded.*

*Insurance policy number:*

*Concluded on:*

*Name of the policyholder:*

*Address of the policyholder:*

*Signature of the policyholder (in case of written notification)*

*Date:*

## 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, the Dr. Walter GmbH, 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 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.

Insurers and reinsurers	
<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, including <ul style="list-style-type: none"> <li>• Central Krankenversicherung AG,</li> <li>• Generali Versicherung AG,</li> <li>• Würzburger Versicherungs-AG,</li> <li>• Hanse Merkur Reiseversicherung,</li> <li>• ERV AG,</li> <li>• AGA International S.A.,</li> <li>• Chubb European Group</li> </ul>
Assistance companies	
<b>Assigned functions:</b> Assistance services	<b>Involved bodies/organizations:</b> including <ul style="list-style-type: none"> <li>• MD-Medicus,</li> <li>• GMMI,</li> <li>• Europ Assistance</li> </ul>
Doctors, dentists, psychologists, psychiatrists, experts, other healthcare professionals, institutions for medical examinations, hospitals	
<b>Assigned functions:</b> Information on treatment and diseases, expert opinions on medical issues	<b>Involved bodies/organizations:</b> Individual assignments
Banks	
<b>Assigned functions:</b> Premium payments, payments in the event of a claim	<b>Involved bodies/organizations:</b> including <ul style="list-style-type: none"> <li>• Postbank Köln,</li> <li>• Kreissparkasse Köln</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>• HAUBNER IT GmbH,</li> <li>• NETGO GmbH,</li> <li>• DATEV eG</li> </ul>
<b>Online support</b>	
<b>Assigned functions:</b> Service providers for webhosting, internet portals, online policy procurement and email marketing	<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 AG</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>	
<b>Assigned functions:</b> Disposal of files and data media, document destruction	<b>Involved bodies/organizations:</b> Individual assignments