

Insurance Conditions for the Insurance of Sports Equipment (AVB Sportgeräte 2023)

The content and scope of the insurance cover are determined by the AVB Sportgeräte 2023 and the glossary.

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Section A

1. Object of the insurance contract

- 1.1. Insured are privately used **own sports equipment(*), rented sports equipment(*) and borrowed sports equipment(*)**.
- 1.2. Not insured are
 - 1.2.1. Clothing, such as wetsuits, harnesses, helmets
- 1.3. Without prejudice to the other contractual provisions, insurance cover shall only exist insofar as and as long as there are no economic, trade or financial sanctions or embargoes of the European Union or the Federal Republic of Germany directly applicable to the contracting parties.

2. Scope

Unless otherwise stated in the insurance policy, the insurance is valid worldwide.

3. Prerequisite for insurance cover

The prerequisite for insurance cover is that the driver of the vehicle or sportsman, if this is officially required, has the necessary driving licence.

4. Scope of the insurance cover

- 4.1. The insurer shall pay compensation for loss of or damage to the insured **person's own sports equipment(*)** as a result of the following events:
 - 4.1.1. **Burglary(*)**
 - 4.1.2. **Theft(*)**
 - 4.1.3. **Robbery(*)**
 - 4.1.4. **Accident to the means of transport(*)**
 - 4.1.5. **Fire(*)**
 - 4.1.6. **Storm(*), Hail(*)**
 - 4.1.7. Other **natural hazards (*)**

- 4.1.8. **Force majeure(*)**
- 4.1.9. **Tap water(*)**
- 4.1.10. Loss of and damage to sports equipment in the custody of a transport company (when checked in as sports/travel luggage); accommodation facility or a luggage storage facility.
- 4.1.11. Collision with water sports craft;
- 4.1.12. Stranding, running aground, collision with fixed or floating objects
- 4.1.13. Damage during use, insofar as the event acts from the outside, as well as during loading and unloading, e.g. damage caused by falling or falling, up to the agreed maximum compensation.
- 4.2. The insurer will pay compensation for damage to **rented sports equipment(*) and borrowed sports equipment(*)** as a result of the following events:
- 4.3. Damages occurring during use, provided that the event is caused by external factors.

5. Exclusions/ Limitations of the insurance cover

- 5.1. The following hazards are excluded
 - 5.1.1. of war, civil war or warlike events and those arising, irrespective of the state of war, from the hostile use of implements of war as well as from the presence of implements of war as a consequence of one of these hazards;
 - 5.1.2. of strike, lockout, industrial unrest, terrorist or political acts of violence, irrespective of the number of persons involved therein, riot and other civil commotion, confiscation, seizure or other interference by public authorities(*);
 - 5.1.3. nuclear energy or other ionising radiation* and from the use of chemical, biological, biochemical substances or electromagnetic waves as weapons with a dangerous effect - irrespective of by whom - and regardless of other contributory causes;
- 5.2. The insurer will pay compensation for loss of or damage to the insured **person's own sports equipment(*)** as a result of an insured peril, but for
 - 5.2.1. Damage during transport only if caused by **transport accident(*), fire(*), force majeure(*) or theft(*)**.
- 5.3. The insurer will not pay compensation for damage to **own sports equipment(*), rented sports equipment(*) and borrowed sports equipment(*)** caused by
 - 5.3.1. initial unseaworthiness of the vessel. This also includes the lack of suitability of the water sports craft necessary for the journey undertaken.
 - 5.3.2. Design, manufacturing, assembly, material defects, however loss of or damage to the insured property shall be deemed to be direct consequence of these faults is insured to the extent of these conditions.
 - Wear and tear, machining, damage to paintwork, scratches and scuffs,
 - Age,
 - Rust, oxidation, corrosion, cavitation, osmosis,
 - Frost, ice, sun exposure, rain, snow,
 - Rot,
 - Vermin, rats or mice.
 - 5.3.3. White water rafting above white water stage II or crossing weirs. White water rafting up to and including white water stage II is only covered if the sports equipment is suitable for this.
 - 5.3.4. defective or missing mooring and anchoring
 - 5.3.5. Violations of official regulations, of the regulations of a carrier, furthermore by court order and enforcement;
 - 5.3.6. improper loading and fastening during transport;
- 5.4. The insurer will not pay compensation for damage that occurs while the insured's **own sports equipment(*), rented sports equipment(*) or borrowed sports equipment(*)**
 - 5.4.1. used for purposes other than sports or entertainment.
 - 5.4.2. are used commercially, chartered out or made available to third parties (other than co-insured persons)

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5.5. The insurer shall not pay compensation for

5.5.1. Damage to **own sports equipment(*)** that does not comply with the functional or impair usability (e.g. scratches, optical defects, discolouration, abrasions, reduced value, etc.).

5.5.2. Damage to **own sports equipment(*)** occurring during events of a racing nature/competitions, in each case including training for these.

5.5.3. Damage to **own sports equipment(*)**, **rented sports equipment(*)** and **borrowed sports equipment(*)**

5.5.4. that has exceeded the maximum age according to the **reimbursement table(*)**.

5.5.5. Damage to **own sports equipment(*)**, **rented sports equipment(*)** and **and borrowed sports equipment(*)** by lying, standing or hanging, as well as for loss

5.5.6. Singeing damage to **own sports equipment(*)**; except if caused by an insured peril having materialised in accordance with **fire(*)** No. 1 to No. 4;

5.5.7. Damage caused by rainwater from downpipes; splashing or cleaning water; sponge; tap water from buckets, watering cans or similar mobile containers, water vapour;

5.5.8. Indirect damage (e.g. impairment of racing ability, reduced value, loss of benefits of use).

5.5.9. Damages to borrowed sports equipment and boats if they are borrowed from private individuals.

6. Sum insured - Insured value

6.1. In the event of an insured event, the insurer shall reimburse a maximum of the agreed sum insured.

6.2. The insured value is always the **current value (*)**.

The current value for **rented sports equipment (*)** and **borrowed sports equipment(*)** is determined according to the reimbursement list for **rented sports equipment(*)** and **borrowed sports equipment(*)**.

The **current value(*)** for **own sports equipment(*)** is determined by condition and age.

6.3.1 Deviating from this, in the following cases, the purchase value according to the purchase invoice will be reimbursed for brand-new items:

a) brand-new **own sports equipment(*)** up to 1 year old (up to 3 months for windsurfing sails and kites)

b) brand-new **rented sports equipment(*)** and **borrowed sports equipment(*)** up to 3 months old.

6.3.2 The age of the sports equipment shall be determined by the date of purchase of the brand-new sports equipment according to the purchase invoice.

6.3. The objection of underinsurance is excluded.

7. Compensation

7.1 In the event of a total loss, the insurer shall reimburse the agreed insured value of the respective piece of sports equipment

7.1.1 A total loss occurs when insured **own sports equipment(*)**, **rented sports equipment(*)** and **borrowed sports equipment(*)** are destroyed in their original condition and if the restoration costs exceed the sum insured of the individual item (economic total loss).

7.1.2 Residual values shall be deducted from the indemnity.

7.2. In the event of damage and/or partial loss, the insurer shall reimburse the repair costs of the respective sports equipment without deductions "new for old", but not exceeding the insured value.

7.3. In connection with an insured loss, the costs of necessary transport to and from a repair workshop are also insured, provided they do not exceed the insured value together with the compensation.

7.4. Insofar as compensation for **own sports equipment (*)** can be claimed from other insurance contracts in the event of an insured event, these benefit obligations take precedence (subsidiarity). This also applies if subordinate liability is also agreed in one of these insurance contracts.

7.5. The insurer is entitled, but not obliged, to take over the damaged insured objects against reimbursement of the insured value.

7.6. In the event of a loss and/or total loss, the insurer may pay compensation in kind instead of monetary compensation, subject to the consent of the **insured person (*)**. In the case of compensation in kind, any deductions for current value and the contractually agreed deductible must be taken into account.

7.7. The maximum indemnification per insurance year is limited to the agreed sum insured.

8. Deductible

8.1. The **insured person (*)** must pay the excess agreed in the policy for each claim.

9. Damage mitigation costs

9.1. Expenditure, including unsuccessful expenditure, which the **insured person (*)** may have considered necessary to avert or mitigate the loss shall be reimbursed by the insurer to the extent that, together with the indemnity, it does not exceed the sum insured.

9.2. Expenses incurred on the instructions of the insurer shall also be reimbursed in excess of the sum insured.

10. Due date of the cash benefit

10.1. If the insurer's obligation to pay benefits has been established on the merits and in terms of amount, the compensation shall be paid out **immediately(*)**.

10.2. We will reimburse you in euros for costs you have incurred in a foreign currency. We will use the exchange rate of the day on which you paid the costs.

11. Bringing about the insured event

The insurer is not obliged to pay if the **insured person (*)**, his representative or the driver of the vehicle intentionally causes the insured event. If the **insured person (*)** or his representative causes the insured event through gross negligence, the insurer is entitled to reduce his benefit in proportion to the severity of the fault.

12. Obligations

12.1. Obligations before the occurrence of the insured event:

12.1.1. The **insured person (*)** is responsible for using only vehicles, trailers, cranes, etc. and other equipment (including ropes, belts, etc.) that are in perfect condition and suitable for the respective transport and for loading and securing the insured objects properly.

12.1.2. The **insured person (*)** must ensure proper and safe custody of the insured items, also during transport. Public car parks and places accessible to everyone are not considered to be safekeeping without guarding, unless the insured person's own sports equipment (*) is demonstrably secured against theft.

12.2. Obligations after the occurrence of the insured event:

12.2.1. The **insured person (*)** is obliged to report any damage to the insurer immediately (*) (by telephone or in text form) and to follow the insurer's instructions.

12.2.2. The insurer shall be given the opportunity to ascertain the nature, extent and cause of the damage before commencing repair work. The **insured person (*)** must therefore answer all questions from the insurer in this regard or provide the requested documents.

12.2.3. In the event of fire and explosion damage, burglary or theft as well as robbery and vandalism, a report must be made immediately to the nearest police station and a list of the lost items must be submitted in all cases. In the event of damage abroad, the incident must also be

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reported to the police station responsible for the place of residence of **the insured person (*)**.

- 12.2.4. In the event of a collision, a record must be made of the course of events and the cause of the accident and submitted to the insurer together with a sketch of the accident and the name and address of the other party or parties involved in the collision together with witnesses. Furthermore, the collision opponent is to be held liable in text form.
- 12.2.5. If other insurance cover exists, this must be notified to the insurer.
- 12.2.6. The **insured person (*)** is responsible for averting imminent damage and mitigating damage that has occurred and for complying with any instructions issued by the insurer.
 - 12.2.6.1. The sale of damaged, insured property is not permitted without the consent of the insurer before the damage has been acknowledged.
 - 12.2.6.2. Even after the claim has passed to the insurer, the **insured person (*)** remains obliged to mitigate the loss.
- 12.2.7. Contrary to other agreements, the **insured person (*)** is not entitled to initiate legal proceedings against third parties that are likely to affect the rights and obligations of the insurer. If such lawsuits are initiated against the **insured person (*)**, he/she must report this immediately.
- 12.2.8. If there is a claim for compensation for the damage against third parties, all information required to assert the claim must be provided. If damage has occurred while the insured items were in the custody of a transport company, accommodation provider or luggage storage facility, the **insured person (*)** must have the circumstances of the damage established, submit the certificate of the transport company, accommodation provider or luggage storage facility immediately and hold them liable in text form.
- 12.2.9. The provisions of the Marine Accident Investigation Act or other relevant provisions shall be observed.
- 12.2.10. The **insured person (*)** must follow the contents of the **Claims Procedure(*)**, which, together with the **reimbursement tables (*)**, form part of the policy conditions.

13. General provisions

The rights of the **insured person (*)** under this contract are not transferable and attachable without the express consent of the insurer.

Section B

1. Commencement of insurance cover, premium

- 1.1. Insurance cover commences at the time stated in the insurance policy if the **insured person (*)** pays the first or single premium immediately after it is due within the meaning of Clause 1.2 Para.1.
- 1.2. The first or single premium is due immediately after conclusion of the contract, but not before the start of insurance as stated in the insurance policy.

If payment of the annual contribution in instalments has been agreed, only the first instalment of the first annual contribution shall be deemed to be the first contribution.

If the **insured person (*)** does not pay the first or single premium on time but at a later point in time, the insurance cover shall only commence from this point in time, provided that the **insured person (*)** was made aware of this legal consequence by separate notification in text form or by a conspicuous notice in the insurance policy. This does not apply if the **insured person (*)** proves that he/she is not responsible for the non-payment.

If the **insured person (*)** does not pay the first or single premium on time, the insurer may withdraw from the contract as long as the premium has not been paid. The insurer cannot withdraw if the **insured person (*)** proves that he/she is not responsible for the non-payment.
- 1.3. The subsequent contributions are due at the respective agreed time.

If a subsequent premium is not paid on time, the **insured person (*)** shall be in default without a reminder unless he is not responsible for the late payment.

The insurer is entitled to claim compensation for the loss it has suffered as a result of the default.

If a subsequent premium is not paid on time, the insurer may set the **insured person (*)** a payment deadline in text form at the latter's expense, which must be at least two weeks. The stipulation is only effective if it quantifies the arrears of the premium, interest and costs in detail and specifies the legal consequences associated with the expiry of the deadline.

If the **insured person (*)** is still in default of payment after the expiry of this payment deadline, there is no insurance cover from this point in time until payment, if this was pointed out to him/her with the payment request.

If the **insured person (*)** is still in default of payment after the expiry of this payment period, the insurer may terminate the contract without notice if it has informed the **insured person (*)** of this fact in the request for payment.

If the insurer has given notice of termination and the **insured person (*)** subsequently pays the premium reminded within one month, the contract shall continue to exist. However, there is no insurance cover for insured events that occurred between the receipt of the notice of termination and the payment.

2. Duration and end of the contract

- 2.1. The contract is concluded for the period stated in the insurance policy.
- 2.2. In the event of a contract term of at least one year, the contract shall be renewed for one year at a time unless the contract partner has received notice of termination at least three months before the expiry of the respective insurance year.
- 2.3. In the case of a contract term of more than three years, the contract may be terminated as early as at the end of the third year or each subsequent year; the notice of termination must be received by the contracting partner no later than three months before the end of the respective insurance year.

3. Pre-contractual notification obligations of the insured person (*)

- 3.1. The **insured person (*)** must notify the insurer of all circumstances of risk known to him/her, which the insurer has asked about in text form and which are relevant to the insurer's decision to conclude the contract with the agreed content, by the time he/she submits his/her contract declaration. The **insured person (*)** is also obliged to notify the insurer if the insurer asks questions in text form within the meaning of sentence 1 after the insured person's contract declaration but before the contract is accepted.

The circumstances that are likely to influence the insurer's decision to conclude the contract at all or with the agreed content are relevant to the risk.

If the contract is concluded by a representative of the **insured person (*)** and the representative is aware of the risk-related circumstance, the **insured person (*)** must allow himself to be treated as if he himself had knowledge of it or fraudulently concealed it.

- 3.2. Incomplete and incorrect information about the risk-related circumstances entitle the insurer to withdraw from the insurance contract.
 - 3.2.1. The insurer has no right of withdrawal if the **insured person (*)** proves that he/she did not provide the incorrect or incomplete information either intentionally or through gross negligence.
 - 3.2.2. The insurer's right of withdrawal due to grossly negligent breach of the duty of disclosure does not exist if the **insured person (*)** proves that the

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insurer would have concluded the contract even if it had known about the non-disclosed circumstances, albeit under different conditions.

3.2.3. In the event of withdrawal, there is no insurance cover.

If the insurer withdraws after the occurrence of the insured event, it may not refuse insurance cover if the **insured person (*)** proves that the incompletely or incorrectly disclosed circumstance was neither the cause for the occurrence of the insured event nor for the determination or the scope of the benefit. In this case, however, there is also no insurance cover if the **insured person (*)** has fraudulently breached the duty of disclosure.

The insurer is entitled to that part of the premium which corresponds to the contract period which has elapsed up to the time the declaration of withdrawal becomes effective.

3.3. If the insurer's right of withdrawal is excluded because the breach of a duty of disclosure was based neither on intent nor on gross negligence, the insurer may terminate the contract by giving one month's written notice.

The right of cancellation is excluded if the **insured person (*)** proves that the insurer would have concluded the contract even if it had known of the undisclosed circumstances, albeit under different conditions.

3.4. If the insurer cannot withdraw from or terminate the contract because he would have concluded the contract even if he had known about the undisclosed circumstances but under different conditions, the other conditions shall become part of the contract retroactively at the insurer's request. If the **insured person (*)** is not responsible for the breach of duty, the other conditions become part of the contract as of the current insurance period.

If the premium increases by more than 10% due to the contract adjustment or if the insurer excludes the risk cover for the non-disclosed circumstance, the **insured person (*)** may terminate the contract without notice in text form within one month after receipt of the insurer's notification.

3.5. The insurer must assert the rights to which it is entitled under sections 3.2 to 3.4 in writing within one month. The period begins at the time when he becomes aware of the breach of the duty of disclosure that gives rise to the right he is asserting. He shall state the circumstances on which he bases his declaration; he may subsequently provide further circumstances to substantiate his declaration if the one-month period for these has not elapsed.

The insurer shall only be entitled to the rights under sections 3.2 to 3.4 if it has informed the **insured person (*)** of the consequences of a breach of the duty of disclosure by means of a separate notification in text form. The Insurer may not invoke the rights set out in Sections 3.2 to 3.4 if he was aware of the undisclosed risk circumstance or the incorrectness of the disclosure.

3.6. The insurer's right to contest the contract due to fraudulent misrepresentation remains unaffected. In the event of a challenge, the insurer shall be entitled to that part of the premium which corresponds to the contract period which has elapsed until the declaration of challenge becomes effective.

4. Increase of risk

4.1. An increase of risk shall be deemed to have occurred if, after the **insured person (*)** has made a contractual declaration, the actually existing circumstances are changed in such a way that the occurrence of the insured event or an increase in the loss or unjustified claim against the insurer would be more likely.

An increase of risk can be present in particular - but not only - if a risk-relevant circumstance changes which the insurer asked about before conclusion of the contract.

An increase of risk according to No. 4.1 Para. 1 does not exist if the risk has only increased insignificantly or is to be considered co-insured according to the circumstances.

4.2. After submitting his contractual declaration, the **insured person (*)** may not increase the risk or allow it to be increased by a third party without the prior consent of the insurer.

If the **insured person (*)** subsequently realises that he has increased or permitted an increase of risk without the prior consent of the insurer, he must notify the insurer immediately. The **insured person (*)** must notify the insurer immediately after becoming aware of an increase in risk that occurs after he has made his contractual declaration, irrespective of his will.

4.3. If the **insured person (*)** breaches his obligation according to section 4.2 para. 1, the insurer may terminate the contract without notice if the **insured person (*)** has breached his obligation intentionally or through gross negligence. If the breach is due to simple negligence, the insurer may terminate the contract with one month's notice. The insurer may not terminate the contract if the **insured person (*)** proves that he is not responsible for the breach of duty.

If the insurer becomes aware of an increase of risk in the cases according to section 4.2 paragraph 2 and 3, he may terminate the contract subject to a notice period of one month.

4.4. Instead of cancellation, the insurer may demand an increased premium in accordance with its business principles from the time of the increase in risk or exclude cover for the higher risk.

If, in this case, the premium increases by more than 10 percent or if the insurer excludes coverage of the higher risk, the **insured person (*)** may terminate the contract without notice within one month after receipt of the insurer's notification. In the notification, the insurer shall inform the **insured person (*)** of this right of termination.

4.5. The insurer's rights to terminate or adjust the contract in accordance with sections 4.3 and 4.4 expire if they are not exercised within one month of the insurer becoming aware of the increase in risk or if the situation that existed before the increase in risk is restored.

4.6. If the insured event occurs after an increase of risk, the insurer is not obliged to indemnify if the **insured person (*)** has intentionally breached his duties according to section 4.2 para. 1. If the **insured person (*)** breaches these obligations through gross negligence, the insurer is entitled to reduce its benefit in proportion to the severity of the fault of the **insured person (*)**. The **insured person (*)** must prove the absence of gross negligence.

4.7. In the event of an increase of risk according to Clause 4.2, Paras. 2 and 3, the insurer is not obliged to indemnify if the insured event occurs later than one month after the date on which the notification should have been received by the insurer in the event of a wilful breach of the obligations of the **insured person (*)**. If the **insured person (*)** breaches his/her obligations through gross negligence, Clause 4.6, Sentences 2 and 3 shall apply accordingly. The insurer's obligation to indemnify shall remain in force if it was aware of the increase in risk at the time specified in sentence 1.

4.8. Furthermore, the insurer's duty to perform shall remain in force,

4.8.1. insofar as the **insured person (*)** proves that the increase in risk was not the cause of the occurrence of the insured event or the scope of the obligation to pay benefits, or

4.8.2. if, at the time of the occurrence of the insured event, the period for giving notice to the insurer had expired and notice had not been given.

5. Legal consequences in the event of a breach of the obligations

5.1. If the **insured person (*)** breaches an obligation arising from this contract which he must fulfil before the insured event occurs, the insurer may terminate the contract without notice within one month of becoming aware of the breach of obligation. The insurer has no right of termination if the **insured person (*)** proves that the breach of obligation was neither intentional nor due to gross negligence.

5.2. If an obligation under this contract is intentionally breached, the **insured person (*)** shall lose the insurance cover. In the event of a grossly negligent breach of an obligation, the insurer is entitled to reduce its benefit in

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proportion to the severity of the fault of the **insured person (*)**. In the event of a breach of an obligation to provide information or clarification after the occurrence of the insured event, the complete or partial lapse of insurance cover requires that the insurer has informed the **insured person (*)** of this legal consequence by means of a separate notification in text form.

If the **insured person (*)** proves that he/she did not breach the obligation through gross negligence, the insurance cover remains in force.

The insurance cover shall also remain in force if the **insured person (*)** proves that the breach of the obligation is neither the cause for the occurrence or determination of the insured event nor for the determination or scope of the insurer's obligation to pay benefits. This does not apply if the **insured person (*)** has fraudulently breached the obligation.

The provisions shall apply irrespective of whether the insurer exercises a right of termination to which it is entitled under Clause 7.1.

- 5.3. The insurer is entitled to take recourse against the **insured person (*)** if
- the **insured person (*)** had intentionally breached his/her obligation to pay premiums, but the insurer is nevertheless obliged to pay benefits to the injured party;
 - the insurer is obliged to indemnify the injured party despite a breach of obligations by the **insured person (*)**.

6. Termination after an insured event

- 6.1. After the occurrence of an insured event, either party may terminate the insurance contract. The notice of termination must be received by the contracting party in text form no later than one month after the conclusion of the negotiations on the indemnity. If the **insured person (*)** gives notice of termination, his or her termination shall take effect immediately upon receipt by the insurer. However, the **insured person (*)** may stipulate that the termination shall take effect at a later date, but no later than the end of the current insurance period.

Termination by the insurer takes effect one month after its receipt by the **insured person (*)**.

- 6.2. In the event of premature termination of the contract, the insurer is only entitled to the part of the premium corresponding to the period during which insurance cover existed, unless otherwise stipulated by law.

7. Competent court

- 7.1. For actions arising from the insurance contract against the insurer, the court of jurisdiction is determined by the insurer's registered office or its branch office responsible for the insurance contract. If the **insured person (*)** is a natural person, the court in whose district the **insured person (*)** has his or her domicile or, in the absence of such, his or her habitual residence at the time the action is brought shall also have local jurisdiction.
- 7.2. If the **Insured Person (*)** is a natural person, actions arising from the insurance contract must be brought against him before the court that has jurisdiction over his place of residence or, in the absence of such, the place of his habitual residence. If the **insured person (*)** is a legal entity, the competent court shall also be determined by the registered office or place of business of the **insured person (*)**. The same applies if the **Insured Person (*)** is a general partnership, limited partnership, civil partnership or registered partnership.
- 7.3. If the domicile or habitual residence of the **insured person (*)** is not known at the time the action is brought, the jurisdiction for actions arising from the insurance contract against the insurer or the **insured person (*)** shall be determined by the registered office of the insurer or its branch responsible for the insurance contract.

8. Applicable law

German law shall apply to this contract.

9. Competent court

Should any provision of this contract be or become invalid or unenforceable or should this contract contain a loophole, the validity of the remaining provisions shall not be affected thereby.

In place of the invalid or unenforceable provision or in order to fill a gap, an appropriate provision shall be made which, within the framework of what is legally permissible and economically reasonable, comes as close as possible to what the contracting parties intended or would have intended if they had considered the point.

Glossary for the AVB Sports Equipment 2023

The terms marked with (*) in the insurance conditions "AVB Sportgeräte 2023" are explained below.

The terms are sorted alphabetically:

- Accident of the means of transport

Accident is an event suddenly acting on the means of transport from the outside with mechanical force; brake damage, operational damage and pure breakage are not accident damage.

- Borrowing

refers to the gratuitous loan of an item for a period of up to one week. The lease agreement obliges the lender of an item to allow the borrower to use the item free of charge.

- Borrowed sports equipment

Only the listed sports equipment, which the insured person has borrowed for private use within the scope of an official trade fair, product presentation, product testing event organized by commercial dealers and/or manufacturers, is considered insured. The below mentioned sports equipment and boats are also considered insured when borrowed from a club for private use, where the insured person is registered as a member and pays membership fees. The insurance for the borrowed sports equipment mentioned below is limited to one week. Taking the sports equipment outside of Europe is not covered. The following are considered insured sports equipment:

- Windsurfing, kitesurfing, snowkiting, wingsurfing equipment, waveboards, and SUP boards, along with accessories such as bars, lines, and paddles.

- Kayaks, rowing boats, canoes, including paddles. The following boats are considered borrowed sports equipment:

- Motorboats up to 60 HP and 49 feet.

- Sailboats/catamarans up to 49 feet.

The operation of the above-mentioned equipment and boats with hydrofoils or an electric propulsion system for surfboards and SUP boards up to 11 kW (15 HP) is covered. Borrowing the aforementioned water sports equipment and boats from private individuals is not covered by insurance.

- Burglary

Burglary occurs when the thief

a) breaks into a room of a building, into a **motor vehicle(*)**, into a **steel cage(*)** or **container(*)** locked on all sides, enters or penetrates by means of a key whose production for the lock was not arranged or approved by a person authorised to do so (false key) or by means of other tools; the use of a false key is not already proven if it is established that insured property has been lost;

b) in a room of a building, in a **motor vehicle(*)**, in a **steel cage(*)** or **container(*)** locked on all sides, breaks open a container or uses false keys (see a) or other tools to open it; the use of a false key is not already proven when it is established that insured property has been lost;

(c) is found in the act of stealing in a room of a building, from a **motor vehicle(*)**, a **steel cage(*)** or **container(*)** locked on all sides and uses one of the means under **robbery(*)**(a) or (b) to obtain possession of the stolen property;

d) enters a room of a building, a **motor vehicle(*)**, a **steel cage(*)** or **container(*)** locked on all sides or opens a container there by means of correct keys which he had obtained inside or outside the place of insurance by **burglary(*)** or outside the place of insurance by **robbery(*)**;

e) enters a room of a building, a **motor vehicle(*)**, a **steel cage(*)** or **container(*)** locked on all sides by means of the correct key which he had obtained - inside or also outside the place of insurance - by **theft(*)**, provided that neither the **insured person(*)** nor the person in custody had made the theft of the keys possible by negligent action.

- Claims Handling Guidelines/Procedure

This contains information and assistance which the **insured person(*)** must observe in the event of a claim. The **reimbursement tables(*)** with the current values and repair flat rates are also included.

- Container

A container is a standardised, permanent transport vessel in goods traffic (container traffic), which is to be securely closed and handled between different means of transport as a loading unit. Usually, these are so-called SEA-/LAND CONTAINERS with a length of 20 to 40 feet. These containers are often used by water sports centres and clubs as storage units for water sports materials. The prerequisite for insurance cover in containers is that they are closed on all sides and secured with a curtain or container lock.

- Current value

Current value is the replacement price generally required to acquire new items of the same kind and quality after deducting an amount for age, wear and use.

(*) See glossary for explanation

Glossary AVB Sportgeräte EN 2023 new

The current value for **rented sports equipment(*)** results from the percentage reimbursement rates stated in the reimbursement table.

- Fire

The term fire includes the hazards 1 - 4 listed below:

1. Fire

Fire is a fire that has started or left a designated hearth and is capable of spreading under its own power.

2. Lightning strike

Lightning strike is the direct passage of lightning to one's own sports equipment(*).

Overvoltage, overcurrent or short-circuit damage to electrical installations and equipment of insured sports vehicles caused by lightning is also insured.

Traces of a lightning strike to the property on which own sports equipment(*) was located at the time of the damage shall be deemed equivalent to a direct lightning strike.

3. explosion

An explosion is a sudden force due to the expansion of gases or vapours.

An explosion of a vessel (boiler, pipeline, etc.) occurs only if its wall is ruptured to such an extent that there is a sudden equalisation of the pressure difference inside and outside the vessel. If an explosion is caused inside a container by chemical reaction, rupture of its wall is not necessary.

4. implosion

Implosion is a sudden, unpredictable collapse of a hollow body due to external overpressure as a result of an internal underpressure.

5. hint:

The term fire(*) does not include:

a) Singeing damage; unless caused by the realisation of an insured peril in accordance with Fire(*) No. 1 to No. 5;

b) Damage to internal combustion engines caused by explosions occurring in the combustion chamber and damage to the switching elements of electrical switches caused by the gas pressure occurring in them. The exclusions in accordance with no. 5 b) do not apply to damage caused by the fact that an insured peril in accordance with no. 1 to no. 5 has materialised on other property.

- Force majeure

Force majeure is a non-operational event caused by external elementary forces of nature or acts of third parties, which is unforeseeable according to human insight and experience, which cannot be prevented or rendered harmless by economically acceptable means and by the utmost care reasonably to be expected in the circumstances, and which is also not to be accepted by the policyholder due to its frequency.

Note: The events in accordance with AVB Sportgeräte 2019, Clause 5 (Exclusions) are not insured.

- Hail

Hail is solid weather precipitation in the form of ice grains

- Immediately

Means acting without culpable hesitation

- Insured person

Is the person who joined the VDWS SafetyTool group contract via VDWS Service GmbH.

Only the VDWS SafetyTool Plus cover includes the following persons: spouse, partner and children up to the age of 18. The prerequisite is that these co-insured persons live in a domestic community with the insured person.

- Interventions from a high hand

High authority interventions are measures of state power; examples are: Confiscation of exotic souvenirs by customs or refusal of entry due to lack of required entry documents; blocking of public transport.

- Motor vehicle

The motor vehicle also includes attached, locked luggage boxes and motor vehicle trailers, as well as caravans.

- Natural hazards

The term natural hazards includes the perils 1 - 5 listed below:

1. Flooding

Flooding is the inundation of the property on which the **own sports equipment(*)** was located at the time of the damage with significant amounts of surface water due to

Glossary for the AVB Sports Equipment 2023

- a) Overflowing of surface waters (standing or flowing),
- b) Weather precipitation,
- c) Leakage of groundwater to the earth's surface as a result of a) or b)

2. earthquake

a) Earthquake is a natural shaking of the earth's surface caused by geophysical processes in the earth's interior.

b) Earthquake is assumed if the policyholder proves that

- (aa) the natural vibration of the ground in the vicinity where the **own sports equipment(*)** was located at the time of the damage caused damage to buildings in good order or to other property equally resistant; or
- bb) the damage can only have been caused by an earthquake due to the perfect condition of the insured property.

3. subsidence, landslide

a) Ground subsidence is a natural subsidence of the ground beyond natural cavities.

(b) landslide means a natural slipping or falling of masses of earth or rock

4. snow pressure, avalanches

a) Snow pressure is the effect of the weight of snow or ice masses.

b) Avalanches are masses of snow or ice falling on mountain slopes.

5. volcanic eruption

Volcanic eruption is a sudden discharge of pressure when the earth's crust ruptures, associated with lava outpourings, ash eruptions or the escape of other materials and gases.

- Own sports equipment

Only the following sports equipment owned by the insured person (*) is covered: Windsurf, kitesurf, snowkite, wingsurf equipment, surf and SUP boards, kayaks, rowing boats, canoes and accessories such as bar, lines, paddles.

The operation of the above-mentioned devices with hydrofoils or an electric drive of surf and SUP boards up to 11kW (15 HP) is also insured.

- Rented sports equipment

The insurance covers only the following sports equipment which the **insured person(*)** has rented from a commercial lessor for a fee or which has been provided as part of a package tour:

- Windsurf, kitesurf, snowkite, wingsurf equipment, surf and SUP boards and accessories such as bar, lines, paddles,

- Kayaks, rowing boats, canoes, each incl. paddle

The following boats are also considered rented sports equipment:

- Motorboats up to 60 hp and 49 feet,

- Sailboats /Catamarans up to 49 feet

The operation of the above-mentioned devices and boats with hydrofoils or an electric drive of surf and SUP boards up to 11kW (15 HP) is also insured.

- Robbery

Robbery occurs when

a) force is used against the **insured person(*) in order** to eliminate his resistance to the removal of his **own sports equipment(*)**. Violence is not deemed to have occurred if the insured person's **own sports equipment(*)** is taken without overcoming conscious resistance (simple theft/trick theft);

b) the **insured person(*)** surrenders **his/her own sports equipment(*)** or allows it to be taken away because an act of violence involving danger to life or limb is threatened.

c) the **insured person(*)'s own sports equipment(*)** is taken away because his physical condition immediately before the removal is impaired as a result of an accident or as a result of some other cause for which he is not responsible, and his power of resistance is thereby disabled.

- Steel cage

Steel cages must be made of solid steel bars/grids. Depending on the theft potential of the stored items, the cage must be protected against viewing by lateral cladding. The pulling out of insured items and undermining of the cage must be appropriately inhibited, e.g. by the bars of the cage going at least 10 cm below the ground or by an appropriate floor in the cage. The gate or the opening of the steel cage must be locked with a solid padlock protected against bending.

- Storm

Storm is a weather-related air movement of at least wind force 8 according to Beaufort (wind speed at least 63 km/hour).

If the wind force cannot be determined for the place of loss, wind force 8 shall be assumed if the policyholder proves that the air movement in the vicinity of the place of loss caused damage to buildings in perfect condition or to other property equally resistant.

- Tap water

Tap water is water that has escaped unintentionally from

(*) See glossary for explanation

Glossary AVB Sportgeräte EN 2023 new

- a) Pipes of the water supply (supply and discharge lines) or hoses connected to them,
- b) other facilities connected to the water supply pipe system or their water-bearing parts,

Hint:

Not tap water and therefore not insured are damages caused by

- a) Rainwater from downpipes;
- b) Splashing or cleaning water;
- c) Sponge;
- (d) tap water from buckets, watering cans or similar mobile containers
- e) Water vapour

- Theft

Theft is the removal of another's movable property from land (also car roof or trailer),

a) provided that the insured items are demonstrably secured by a steel cable (at least 8 mm thick steel core) or an equivalent chain (at least 5 mm steel core) and are connected with a safety lock to a fixed object secured against removal.

b) if the insured objects are in a trailer, the trailer itself must be secured against removal, analogous to the aforementioned security measures a) or with a coupling lock. In the case of locked trailers with a closed metal case and in the case of caravans, no securing of the **own sports equipment(*)** in the trailer is required.

c) provided that the storage unit itself is secured against removal or can only be removed under difficult conditions using a special vehicle and the value of the storage unit is included in the sum insured.

- Reimbursement table

In the "reimbursement tables", the current value deduction is defined for **rented sports equipment(*) and borrowed sports equipment(*)** in the event of a total loss.

In addition, the reimbursement tables for **own sports equipment(*)**, **rented sports equipment(*) and borrowed sports equipment(*)** set flat rates for repair costs for certain damages.

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Conditions
Scope of the insurance cover

1. Object of the insurance

1.1 Insurance cover exists within the scope of the insured risk in the event that the policyholder, due to a loss event occurring during the validity of the insurance (insured event), which resulted in personal injury, property damage or financial loss arising therefrom, is indemnified on account of

statutory liability provisions under private law

is claimed for damages by a third party. The event giving rise to the damage is the event as a direct result of which the damage to the third party occurred. The point in time of the causation of the damage that led to the event causing the damage is irrelevant.

1.2 No insurance cover is provided for claims, even if they are statutory claims,

- (1) to fulfilment of contracts, subsequent fulfilment, from self-performance, withdrawal, reduction, to compensation for damages instead of performance;
- (2) due to damage caused in order to be able to carry out the supplementary performance;
- (3) due to the failure of the use of the subject matter of the contract or due to the failure of the success owed with the contractual performance;
- (4) to reimbursement of futile expenses in reliance on proper fulfilment of the contract;
- (5) for compensation of pecuniary losses due to delay in delivery;
- (6) due to other substitute performance in lieu of fulfilment.

2. Property damage, loss of property

This insurance cover can be extended by special agreement to the legal liability under private law of the policyholder due to

- 2.1 pecuniary losses that have not been caused by personal injury or property damage;
- 2.2 damage caused by the loss of property; the provisions on property damage shall then apply.

3. Insured risk

3.1 The insurance cover includes the legal liability

- (1) from the risks of the policyholder specified in the insurance policy and its addenda,
- (2) from increases or extensions of the risks specified in the insurance policy and its supplements. This does not apply to risks arising from the keeping or use of motor vehicles, aircraft or watercraft subject to compulsory insurance and to other risks subject to compulsory insurance or coverage,
- (3) from risks which newly arise for the policyholder after conclusion of the insurance (precautionary insurance) and which are regulated in more detail in Clause 4.

3.2 The insurance cover also extends to increases in the insured risk due to changes in existing or the enactment of new legal provisions. However, the insurer may terminate the contract under the conditions of Clause 21.

4. Pension insurance

4.1 Risks that arise after the conclusion of the insurance contract are immediately insured within the framework of the existing contract.

- (1) The policyholder is obliged to notify the insurer of any new risk within one month of being requested to do so. The request can also be made with the premium invoice. If the policyholder fails to notify the insurer in due time, the insurance cover for the new risk shall lapse retroactively as of its occurrence.

If the insured event occurs before the new risk has been notified, the policyholder must prove that the new risk was added after the conclusion of the insurance and at a time when the notification period had not yet expired.

- (2) The insurer is entitled to demand an appropriate premium for the new risk. If an agreement on the amount of the premium is not reached within a period of one month after receipt of the notification, the insurance cover for the new risk shall cease retroactively as of its occurrence.

4.2 Insurance cover is provided for personal injury, property damage and financial loss in the amount of the respective agreed sum insured.

4.3 The provision insurance scheme does not apply to risks,

- (1) from the ownership, possession, holding or driving of a motor vehicle, aircraft or watercraft, insofar as these vehicles are subject to compulsory registration, driving licence or insurance, as well as the practice of hunting;
- (2) from the ownership, possession, operation or running of railways;
- (3) which are subject to the insurance or financial security obligation;
- (4) that will exist for less than one year and are therefore to be insured under short-term insurance contracts;
- (5) associated with the manufacture, processing, storage, transport, use of and trade in explosive substances, insofar as a special official permit is required for this purpose.

5. Insurance benefits

5.1 The insurance cover includes the examination of the liability question, the defence against unjustified claims for damages and the release of the policyholder from justified claims for damages.

Obligations to pay damages are justified if the policyholder is obliged to pay compensation on the basis of a law, a final judgement, an acknowledgement or a settlement and the insurer is bound by this. Acknowledgements and settlements made or entered into by the policyholder without the insurer's consent shall only bind the insurer insofar as the claim would have existed even without an acknowledgement or settlement.

If the policyholder's obligation to pay damages has been established with binding effect for the insurer, the insurer shall indemnify the policyholder against the third party's claim within two weeks.

5.2 The insurer is authorised to make all declarations on behalf of the policyholder that appear expedient for the settlement of the claim or the defence against claims for damages.

If a legal dispute arises in an insured event regarding claims for damages against the policyholder, the insurer is authorised to conduct the legal proceedings. He shall conduct the legal dispute on behalf of the policyholder at his expense.

5.3 If the appointment of a defence counsel for the policyholder is requested or approved by the insurer in criminal proceedings due to a loss event that may result in a liability claim covered by the insurance, the insurer shall bear the costs of the defence counsel in accordance with the fee regulations or the higher costs agreed with the insurer.

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

6. Limitation of benefits

6.1 The compensation paid by the insurer is limited to the agreed sums insured for each insured event. This also applies if the insurance cover extends to several persons liable to pay compensation.

6.2 Unless otherwise agreed, the indemnity payments of the insurer for all insured events of an insured event shall be as follows

The amount of the insurance cover is limited to twice the agreed sums insured in the first year of insurance.

6.3 Several insured events occurring during the validity of the insurance shall be deemed to be one insured event occurring at the time of the first of these insured events if these are

- on the same cause,
- on the same causes with an internal, in particular factual and temporal, connection or
- based on the delivery of goods with the same defects.

6.4 If specifically agreed, the policyholder shall contribute to the compensation for each insured event with an amount specified in the insurance policy (deductible).

Unless otherwise agreed, the insurer is also obliged to defend against unjustified claims for damages in these cases.

6.5 The insurer's expenses for costs are not counted towards the sums insured.

6.6 If the justified liability claims from an insured event exceed the sum insured, the insurer shall bear the litigation costs in proportion to the sum insured to the total amount of these claims.

6.7 If the policyholder has to make annuity payments to the injured party and if the capital value of the annuity exceeds the sum insured or the remaining amount of the sum insured after deduction of any other benefits from the insured event, the annuity to be paid shall only be reimbursed by the insurer in the ratio of the sum insured or its remaining amount to the capital value of the annuity.

For the calculation of the annuity value, the corresponding provision of the Ordinance on Insurance Coverage in Motor Third Party Liability Insurance, as amended from time to time, shall apply at the time of the insured event.

When calculating the amount with which the policyholder must participate in current annuity payments if the capital value of the annuity exceeds the sum insured or the remaining sum insured after deduction of other benefits, the other benefits are deducted in full from the sum insured.

6.8 If the settlement of a liability claim by acknowledgement, satisfaction or settlement demanded by the insurer fails due to the conduct of the policyholder, the insurer shall not be liable for the additional expenses for compensation, interest and costs arising from the refusal.

7. Exclusions

Unless expressly stated otherwise in the insurance policy or its addenda, the following are excluded from the insurance:

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

7.2 Insurance claims of all persons who have caused the damage by knowing of its defectiveness or harmfulness

- Products placed on the market or
- have performed work or other services.

7.3 Liability claims, insofar as they exceed the scope of the statutory liability of the policyholder due to contract or commitments.

7.4 Liability claims

- (1) of the policyholder himself or of the persons named in Clause 7.5 against the co-insured persons,
- (2) between several policyholders of the same insurance contract,
- (3) between several co-insured persons of the same insurance contract.

7.5 Liability claims against the policyholder

- (1) from claims of his relatives who live with him in a domestic community or who belong to the persons co-insured in the insurance contract;

Relatives are spouses, civil partners within the meaning of the Civil Partnership Act or comparable partnerships under the law of other states, parents and children, adoptive parents and children, parents-in-law and children-in-law, stepparents and children, grandparents and grandchildren, siblings as well as foster parents and children (persons who are connected to each other by a family-like, long-term relationship such as parents and children);

- (2) by his legal representatives or guardians if the policyholder is a person who is legally incapacitated, has limited legal capacity or is under guardianship;
- (3) by its legal representatives if the policyholder is a legal entity under private or public law or an unincorporated association;
- (4) by its general partners with unlimited liability if the policyholder is a general partnership, limited partnership or partnership under civil law;
- (5) from its partners if the policyholder is a registered partnership firm;
- (6) by its liquidators, receivers and insolvency practitioners.

The exclusions under Clause 7.4 and Clause 7.5 (2) to (6) also extend to liability claims of relatives of the persons named therein who live with them in a domestic community.

7.6 Liability claims for damage to third party property and all resulting financial losses if the policyholder has rented, leased, rented, borrowed or obtained such property by unlawful interference or if it is the subject of a special custody agreement.

7.7 Liability claims for damage to third-party property and all resulting financial losses if

- (1) the damage was caused by a commercial or professional activity of the policyholder on these objects (processing, repair, transport, testing and the like); in the case of immovable objects, this exclusion only applies insofar as these objects or parts of them were directly affected by the activity;
- (2) the damage was caused by the fact that the policyholder used these objects to carry out his commercial or professional activities (as tools, aids, material storage areas and the like); in the case of immovable objects, this exclusion shall only apply insofar as these objects or parts thereof were directly affected by the use;
- (3) the damage has arisen as a result of a commercial or professional activity of the policyholder and these items or - insofar as immovable property is concerned - the parts of which were in the direct sphere of influence of the activity; this exclusion does not apply if the policyholder proves that at the time of the activity he had taken obviously necessary protective measures to avoid damage.

If the conditions of the exclusions in Clause 7.6 and Clause 7.7 are met in the person of employees, workers, servants, authorised representatives or agents of the policyholder, the insurance cover shall also lapse, both for the policyholder and for any persons co-insured under the insurance contract.

7.8 Liability claims for damage to objects, work or other services produced or delivered by the policyholder as a result of a cause inherent in the production, delivery or service and all resulting financial losses. This also applies if the cause of the damage lies in a defective individual part of the object or in a defective partial performance and leads to the damage or destruction of the object or performance.

This exclusion shall also apply if third parties have undertaken the manufacture or delivery of the items or the work or other services on behalf of or for the account of the policyholder.

7.9 Liability claims arising from loss events occurring abroad; however, claims arising from § 110 of the Social Code VII are also insured.

7.10 (a) Claims asserted against the policyholder for environmental damage under the Environmental Damage Act or other national transposition laws based on the EU Environmental Liability Directive (2004/35/EC). This shall also apply if a claim is made against the policyholder by a third party on the basis of statutory liability provisions under private law for reimbursement of the costs incurred as a result of such environmental damage.

However, insurance cover is maintained for claims that could already be made against the policyholder on the basis of statutory liability provisions under private law even without the existence of the Environmental Damage Act or other national transposition laws based on the EU Environmental Liability Directive (2004/35/EC).

This exclusion does not apply within the framework of the insurance of private liability risks.

(b) liability claims for damage caused by environmental impact.

This exclusion does not apply

- (1) within the framework of the insurance of private liability risks or
- (2) for damage caused by products (including waste) manufactured or supplied by the policyholder, by work or other services after the performance of the service or after completion of the work (product liability).

However, no insurance cover is provided for damage caused by environmental impact resulting from the planning, manufacture, delivery, assembly, disassembly, maintenance or servicing of

- Installations intended to produce, process, store, deposit, transport or dispose of substances harmful to water (WHG installations);
 - Installations pursuant to Annex 1 or 2 to the Environmental Liability Act (Um- weltHG Installations);
 - Installations that are subject to a permit or notification requirement in accordance with environmental protection regulations;
 - Sewage systems
- or parts which are obviously intended for such installations.

7.11 Liability claims due to damage caused by asbestos, substances or products containing asbestos.

7.12 Liability claims for damage directly or indirectly related to high-energy ionising radiation (e.g. radiation from radioactive substances or X-rays).

7.13 Liability claims due to damage that is attributable to

- (1) genetic engineering work,
 - (2) genetically modified organisms (GMOs),
 - (3) Products that
- contain ingredients from GMOs,
 - have been produced from or with the aid of GMOs.

7.14 Liability claims arising from property damage caused by

- (1) Waste water, as far as it is not domestic waste water,
- (2) Subsidence of land or landslides, (also of a work erected thereon or a part thereof), earth tremors as a result of pile driving,
- (3) Flooding of standing or flowing waters as well as damage to the land caused by grazing livestock and damage caused by game,
- (4) Gradual effect of temperature, gases, vapours or moisture, precipitation (smoke, soot, dust and the like), sponge formation.

7.15 Liability claims for damage arising from the exchange, transmission and provision of electronic data, insofar as it is damage arising from

- (1) Deletion, suppression, rendering unusable or alteration of data,
- (2) Failure to capture or incorrect storage of data,
- (3) Disruption of access to electronic data interchange,
- (4) Transmission of confidential data or information.

7.16 Liability claims for damages arising from infringements of personality or name rights.

7.17 Liability claims for damages arising from hostility, harassment, unequal treatment or other discrimination.

7.18 Liability claims for personal injury resulting from the transmission of an illness of the policyholder. The same applies to property damage caused by illness of animals belonging to, kept by or sold by the policyholder. In both cases, insurance cover exists if the policyholder proves that he/she acted neither intentionally nor with gross negligence.

Commencement of insurance cover/premium payment

8. Commencement of the insurance cover

The insurance cover shall commence at the time stated in the insurance policy if the policyholder pays the first or single premium on time within the meaning of Clause 9.1. The invoiced premium includes the insurance tax which the policyholder has to pay in the amount determined by law.

9. Payment and consequences of late payment/ first or single contribution

9.1 The first or single premium is due immediately upon receipt of the insurance policy.

If payment of the annual contribution in instalments has been agreed, only the first instalment of the first annual contribution shall be deemed to be the first contribution.

9.2 If the policyholder fails to pay the first or single premium on time but at a later date, the insurance cover shall only commence from that date. This does not apply if the policyholder proves that he is not responsible for the non-payment. The insurer is only not obliged to pay benefits for insured events that occur until the premium is paid if he has drawn the policyholder's attention to this legal consequence of non-payment of the premium by separate notification in text form or by a conspicuous notice in the insurance policy.

9.3 If the policyholder does not pay the first or single premium on time, the insurer may withdraw from the contract as long as the premium has not been paid. The insurer cannot withdraw from the contract if the policyholder proves that he is not responsible for the non-payment.

10. Payment and consequences of late payment/follow-up contribution

10.1 The subsequent contributions are due on the first day of the month of the agreed contribution period, unless otherwise specified.

Payment shall be deemed to have been made on time if it is made at the time stated in the insurance certificate or in the premium invoice.

10.2 If a subsequent premium is not paid on time, the policyholder shall be in default without a reminder unless he is not responsible for the late payment.

The insurer is entitled to demand compensation for the loss it has suffered as a result of the delay.

If a subsequent premium is not paid on time, the insurer may set the policyholder a payment deadline in text form at the policyholder's expense, which must be at least two weeks. The provision is only effective if it specifies the arrears of the premium, interest and costs in detail and the legal consequences that are associated with the expiry of the deadline in accordance with Clause 10.3 and Clause 10.4.

10.3 If the policyholder is still in arrears with payment after expiry of this payment deadline, no insurance cover shall exist from this point in time until payment, if the policyholder was informed of this with the payment request in accordance with Clause 10.2 Para. 3.

10.4 If the policyholder is still in default of payment after expiry of this payment period, the insurer may terminate the contract without notice if he has pointed this out to the policyholder with the request for payment in accordance with Clause 10.2 Para. 3.

If the insurer has given notice of termination and the policyholder then pays the dunned amount within one month, the contract shall continue to exist. However, there is no insurance cover for insured events that occurred between the receipt of the notice of cancellation and the payment.

11. Timeliness of payment for direct debit authorisation

If the collection of the premium from an account has been agreed, payment shall be deemed to be on time if the premium can be collected on the due date and the policyholder does not object to a justified collection.

If the premium due could not be collected by the insurer through no fault of the policyholder, the payment is still on time if it is made immediately after the insurer has issued a request for payment in text form.

If the premium due cannot be collected because the policyholder has revoked the direct debit mandate, or if the policyholder has not

If the policyholder is responsible for other reasons that the premium cannot be collected repeatedly, the insurer is entitled to demand payment outside the direct debit procedure in the future. The policyholder is only obliged to submit the premium if he has been requested to do so by the insurer in text form.

12. Partial payment and consequences of late payment

If payment of the annual premium in instalments has been agreed, the outstanding instalments are due immediately if the policyholder is in arrears with the payment of an instalment.

Furthermore, the insurer may demand annual premium payment for the future.

13. Premium regulation

13.1 Upon request, the policyholder must inform the insurer whether and what changes have occurred in the insured risk compared to the previous information. This request can also be made by a note on the premium invoice. The information must be provided within one month of receipt of the request and proof must be provided at the request of the insurer. In the event of incorrect information to the detriment of the insurer, the insurer may demand a contractual penalty from the policyholder in the amount of three times the determined premium difference. This does not apply if the policyholder proves that he is not at fault for the incorrectness of the information.

13.2 Based on the policyholder's notification of change or other findings, the premium will be adjusted from the time of the change (premium adjustment), but in the case of the discontinuation of insured risks only from the time of receipt of the notification by the insurer. The contractually agreed minimum premium may not be undercut as a result. All increases and reductions of the minimum premium occurring in accordance with Clause 15.1 after the conclusion of the insurance policy shall be taken into account.

13.3 If the policyholder fails to notify the insurer in due time, the insurer may demand an additional payment for the period for which the information was to be provided in the amount of the premium already invoiced for this period. If the information is provided in a timely manner, a premium adjustment will take place. Any premium overpaid by the policyholder will only be refunded if the information was provided within two months of receipt of the notification of the increased premium.

13.4 The above provisions also apply to insurance policies with advance premium payment for several years.

14. Contribution in the event of premature termination of the contract

In the event of premature termination of the contract, the insurer is only entitled to the part of the premium corresponding to the period during which insurance cover existed, unless otherwise stipulated by law.

15. Contribution adjustment

15.1 The insurance contributions are subject to premium equalisation. Insofar as the contributions are calculated according to the wage, construction or turnover sum, no premium equalisation takes place. Minimum contributions are subject to contribution equalisation regardless of the way contributions are calculated.

15.2 An independent trustee shall determine annually, with effect for premiums due from 1 July, by what percentage the average of claims payments of all insurers licensed to operate general liability insurance has increased or decreased in the previous calendar year compared to the previous year. The insurer shall round the percentage determined to the next lower whole number divisible by five. Claims payments shall also include the expenses specifically caused by the individual claim for the determination of the reason and amount of the insurance payments.

Average of claims payments in a calendar year is the sum of claims payments made in that year divided by the number of new claims filed in the same period.

15.3 In the event of an increase, the insurer is entitled, and in the event of a decrease, obliged to change the following year's premium by the percentage resulting from Clause 15.2 (premium adjustment). The policyholder will be notified of the changed following year's premium with the next premium invoice.

If the average of the Insurer's claims payments in each of the last five calendar years has increased by a lower percentage than that determined by the Trustee for each of those years in accordance with Clause 15.2, the Insurer may only increase the following year's premium by the percentage by which the average of its claims payments according to its own company figures has increased in the last calendar year; this increase may not exceed that which would result under the preceding paragraph.

15.4 If the change according to para. 15.2 or para. 15.3 is less than 5%, no premium adjustment shall be made. However, this change shall be taken into account in the following years.

Duration and end of the contract/termination

16. Duration and end of the contract

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

16.2 In the event of a contract term of at least one year, the contract shall be extended by one year at a time unless the contractual partner has received notice of termination at least three months before the expiry of the respective insurance year.

16.3 In the event of a contract term of less than one year, the contract shall end at the scheduled time without the need for termination.

16.4 In the event of a contract term of more than three years, the contract may be terminated as early as at the end of the third year or each subsequent year; the notice of termination must be received by the contracting partner no later than three months before the end of the respective insurance year.

17. Cessation of the insured risk

If insured risks cease to exist completely and permanently, the insurance in respect of these risks shall lapse. The insurer is entitled to the premium that it could have charged if the insurance of these risks had only been applied for up to the point in time at which it became aware of the discontinuation.

18. Termination after premium adjustment

If the premium increases due to the premium adjustment in accordance with Clause 15.3 without changing the scope of the insurance cover, the policyholder may terminate the insurance contract with immediate effect within one month of receipt of the insurer's notification, but no earlier than the date on which the premium increase was to take effect.

The insurer must inform the policyholder of the right of termination in the notification. The notification must reach the policyholder at least one month before the premium increase takes effect.

An increase in the insurance tax does not constitute a right of termination.

19. Termination after an insured event

19.1 The insurance relationship may be terminated if

- a compensation payment has been made by the insurer or
- the policyholder is served with a court action concerning a liability claim covered by the insurance.

The notice of termination must be received by the contracting party in writing no later than one month after the payment of damages or the service of process.

19.2 If the policyholder terminates the contract, the termination shall take effect immediately upon receipt by the insurer. However, the policyholder may stipulate that the termination shall take effect at a later date, but no later than the end of the current insurance period.

Termination by the insurer shall take effect one month after its receipt by the policyholder.

20. Termination after sale of insured companies

20.1 If a company for which liability insurance exists is sold to a third party, the third party shall take the place of the policyholder in the rights and obligations arising from the insurance relationship for the duration of his ownership.

This also applies if a company is taken over by a third party on the basis of a usufruct, a lease agreement or a similar relationship.

20.2 In this case, the insurance relationship can be

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

be terminated in writing.

20.3 The right of termination shall expire if

- the insurer does not exercise it within one month from the time when he becomes aware of the transfer to the third party;
- the third party does not exercise it within one month of the transfer, whereby the right of termination remains in force until the expiry of one month from the time when the third party becomes aware of the insurance.

20.4 If the transfer to the third party takes place during a current insurance period and the insurance relationship is not terminated, the previous policyholder and the third party are jointly and severally liable for the insurance premium for this period.

20.5 The transfer of an enterprise must be notified to the insurer by the previous policyholder or the third party without delay.

In the event of a culpable breach of the duty of disclosure, there is no insurance cover if the insured event occurs later than one month after the time at which the notification should have been received by the insurer and the insurer would not have concluded the existing contract with the seller with the purchaser.

The insurance cover shall be reinstated and shall apply to all insured events that occur at the earliest one month after the time when the insurer becomes aware of the sale. This only applies if the insurer has not exercised its right of cancellation in this month.

The insurance cover does not lapse despite a breach of the duty of disclosure if the insurer was aware of the sale at the time when it should have received the notification.

21. Termination after increase in risk due to amendment or enactment of legal provisions

In the event of increases in the insured risk due to changes in existing legal provisions or the enactment of new legal provisions, the insurer is entitled to terminate the insurance relationship by giving one month's notice. The right of termination expires if it is not exercised within one month from the time when the insurer became aware of the increase.

22. Multiple insurance

22.1 Multiple insurance exists if the risk is insured in several insurance contracts.

22.2 If the multiple insurance came about without the policyholder being aware of this, he/she can demand the cancellation of the contract concluded later.

22.3 The right of cancellation expires if the policyholder does not assert it within one month after becoming aware of the multiple insurance. Cancellation shall become effective at the time when the declaration requesting it is received by the insurer.

Obligations of the policyholder

23. Pre-contractual duties of disclosure of the policyholder

23.1 Completeness and accuracy of information on risk-related circumstances

The policyholder must notify the insurer of all circumstances of risk known to him, which the insurer has asked about in text form and which are relevant for the insurer's decision to conclude the contract with the agreed content. The policyholder is also obliged to notify the insurer if the insurer asks questions in text form within the meaning of sentence 1 after the policyholder's contract declaration but before the contract is accepted.

The circumstances that are likely to influence the insurer's decision to conclude the contract at all or with the agreed content are relevant to the risk.

If the contract is concluded by a representative of the policyholder and the representative is aware of the risk-related circumstance, the policyholder must allow himself to be treated as if he himself had knowledge of it or fraudulently concealed it.

23.2 Resignation

(1) Incomplete and incorrect information about the risk-related circumstances entitle the insurer to withdraw from the insurance contract.

(2) The insurer has no right of withdrawal if the policyholder proves that he or his representative did not provide the incorrect or incomplete information either intentionally or through gross negligence.

The insurer's right of withdrawal due to grossly negligent breach of the duty of disclosure does not exist if the policyholder proves that the insurer would have concluded the contract even if it had known about the undisclosed circumstances, albeit under different conditions.

(3) In the event of withdrawal, there is no insurance cover.

If the insurer withdraws after the occurrence of the insured event, it may not refuse insurance cover if the policyholder proves that the incompletely or incorrectly disclosed circumstance was neither the cause for the occurrence of the insured event nor for the determination or the scope of the benefit. In this case, however, there is also no insurance cover if the policyholder has fraudulently breached the duty of disclosure.

The insurer is entitled to that part of the premium which corresponds to the contract period which has elapsed up to the time the declaration of withdrawal becomes effective.

23.3 Change of premium or right of termination

If the insurer's right of withdrawal is excluded because the breach of a duty of disclosure was neither intentional nor due to gross negligence, the insurer may terminate the contract in writing subject to a notice period of one month.

The right of cancellation is excluded if the policyholder proves that the insurer would have concluded the contract even if it had known about the undisclosed circumstances, albeit under different conditions.

If the insurer cannot withdraw from or terminate the contract because it would have concluded the contract even if it had known about the undisclosed circumstances, but under different conditions, the other conditions shall become part of the contract retroactively at the insurer's request. If the policyholder is not responsible for the breach of duty, the other conditions shall become part of the contract as of the current insurance period.

If the premium increases by more than 10% as a result of the contract adjustment or if the insurer excludes the risk cover for the undisclosed circumstance, the policyholder may terminate the contract in writing without notice within one month of receipt of the insurer's notification. The insurer must assert the rights to which he is entitled under Clauses 23.2 and 23.3 in writing within one month. The period begins at the time when he becomes aware of the breach of the duty of disclosure which gives rise to the right he is asserting. He must state the circumstances on which he bases his declaration; he may subsequently provide further circumstances to substantiate his declaration if the one-month period for these has not elapsed.

The insurer is only entitled to the rights according to Clause 23.2 and Clause 23.3 if he has informed the policyholder of the consequences of a breach of the duty of disclosure by separate notification in text form.

The Insurer cannot invoke the rights set out in Clause 23.2 and Clause 23.3 if he was aware of the undisclosed risk circumstance or the incorrectness of the disclosure.

23.4 Contestation

The insurer's right to contest the contract due to fraudulent misrepresentation of the circumstances of the risk remains unaffected. In the event of a challenge, the insurer is entitled to the part of the premium corresponding to the contract period that has elapsed until the declaration of challenge becomes effective.

24. Obligations before the occurrence of the insured event

At the Insurer's request, the Insured shall remedy any particularly dangerous circumstances within a reasonable period of time.

This does not apply if the removal is unreasonable after weighing the interests of both parties. A circumstance that has led to damage is deemed to be particularly dangerous without further ado.

25. Obligations after the occurrence of the insured event

25.1 Every insured event must be reported to the insurer without delay, even if no claims for compensation have been made yet.

25.2 The policyholder must ensure that the damage is averted and reduced as far as possible. The instructions of the insurer must be followed as far as it is reasonable for the policyholder. The policyholder must provide the insurer with detailed and truthful damage reports and assist the insurer in the investigation and mitigation of the damage.

-The insurer must be informed of all circumstances that are important for the processing of the claim. All circumstances which, in the opinion of the insurer, are important for the processing of the claim must be communicated and all documents requested for this purpose must be sent.

25.3 If a liability claim is made against the policyholder, if public prosecution, official or judicial proceedings are initiated, if a default summons is issued or if a court declares a dispute against the policyholder, the policyholder must also report this immediately.

25.4 The policyholder must lodge an objection or the otherwise required legal remedies against a default summons or an order by administrative authorities for compensation within the time limit. An instruction by the insurer is not required.

25.5 If a liability claim is asserted against the policyholder in court, he must leave the conduct of the proceedings to the insurer. The insurer shall instruct a lawyer on behalf of the policyholder. The policyholder must give the lawyer power of attorney as well as all necessary information and provide the requested documents.

26. Legal consequences in the event of a breach of obligations

26.1 If the policyholder breaches an obligation arising from this contract which he must fulfil before the insured event occurs, the insurer may terminate the contract without notice within one month of becoming aware of the breach of obligation. The insurer has no right of termination if the policyholder proves that the breach of obligation was neither intentional nor due to gross negligence.

26.2 If an obligation under this contract is intentionally breached, the policyholder shall lose his insurance cover. In the event of a grossly negligent breach of an obligation, the insurer is entitled to reduce its benefits in proportion to the severity of the fault of the policyholder.

In the event of a breach of an obligation to provide information or clarification after the occurrence of an insured event, the complete or partial lapse of insurance cover requires that the insurer has informed the policyholder of this legal consequence by means of a separate notification in text form.

If the policyholder proves that he/she did not breach the obligation through gross negligence, the insurance cover remains in force.

The insurance cover shall also remain in force if the policyholder proves that the breach of the obligation was neither the cause for the occurrence or the determination of the insured event nor for the determination or the scope of the indemnification incumbent on the insurer. This does not apply if the policyholder fraudulently breached the obligation.

The above provisions apply irrespective of whether the insurer exercises a right of termination to which it is entitled under Clause 26.1.

Further provisions

27. Co-insured persons

27.1 If the insurance also extends to liability claims against persons other than the policyholder himself, all provisions applicable to him shall be applied accordingly to the co-insured persons. The provisions on the precautionary insurance (No. 4) do not apply if the new risk arises only in the person of an insured person.

27.2 The policyholder is exclusively entitled to exercise the rights arising from the insurance contract. He is responsible for the fulfilment of the obligations alongside the insured persons.

28. Prohibition of assignment

The indemnity claim may not be assigned or pledged before its final determination without the consent of the insurer. 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 should be addressed to the insurer's head office or to the office designated as responsible in the insurance policy or its addenda.

29.2 If the policyholder has not notified the insurer of a change of address, the dispatch of a registered letter to the last address known to the insurer is sufficient for a declaration of intent to be made to the policyholder. The declaration is deemed to have been received three days after the letter was sent. This applies accordingly in the event of a change of name of the policyholder.

29.3 If the policyholder has taken out the insurance for his commercial enterprise, the provisions of Clause 29.2 shall apply accordingly in the event of a relocation of the commercial establishment.

30. Limitation

30.1 Claims arising from the insurance contract are subject to a limitation period of three years. The period of limitation is calculated in accordance with the general provisions of the German Civil Code.

30.2 If a claim under the insurance contract has been filed with the insurer, the limitation period is suspended from the time of filing until the time when the decision of the insurer is received by the claimant in text form.

31. Competent court

31.1 For actions arising from the insurance contract against the insurer, the court of jurisdiction is determined by the insurer's registered office or its branch office responsible for the insurance contract. If the policyholder is a natural person, the court in whose district the policyholder has his domicile or, in the absence of such, his habitual residence at the time the action is brought shall also have local jurisdiction.

31.2 If the policyholder is a natural person, actions arising from the insurance contract must be brought against him/her before the court that has jurisdiction over his/her domicile or, in the absence of such, the place of his/her habitual residence. If the policyholder is a legal entity, the competent court shall also be determined by the registered office or the branch office of the policyholder. The same applies if the policyholder is a general partnership, limited partnership, civil partnership or registered partnership.

31.3 If the domicile or habitual residence is not known at the time the action is brought, the jurisdiction for actions arising from the insurance contract against the policyholder is determined by the insurer's registered office or its branch office responsible for the insurance contract.

32. Applicable law

German law shall apply to this contract.

33. Start and end of the insurance

33.1 The insurance begins at noon on the day shown in the insurance certificate as the start of the insurance and ends at noon on the day shown in the insurance certificate as the end of the insurance.

33.2 If, in the case of a change of insurance, the previous insurance ends at the end of the day before the day of the start of insurance shown in the insurance policy, the insurance begins at the start of the day so that there are no gaps in the insurance cover.

Liability Contract Conditions for Water Sports Vehicle Liability Insurance (11/01)

A Within the framework of the General Insurance Conditions for Liability Insurance (AHB) and the following provisions, the insurance covers the legal liability of the policyholder arising from the keeping, possession and use of water sports vehicles which

- exclusively for private purposes and/or
- are used for occasional hire without a professional crew and are located within the country.

B Co-insured

1. is the personal legal liability of the skipper (master) in this capacity;
2. is the personal legal liability of the ship's crew and other employees and workers arising from the performance of their official duties for the policyholder;

Excluded are liability claims arising from bodily injuries that are occupational accidents and occupational diseases in the policyholder's business or during the performance of temporary business activities on a joint business premises in accordance with the Social Code Part VII (SGB VII). The same applies to such service accidents in accordance with the civil service law regulations which are inflicted on members of the same service in the exercise of or as a result of the service.

3. is the legal liability arising from the keeping, possession and use of the dinghies belonging to the water sports craft;

4. is the legal liability arising from the towing of water skiers, parasailors and sports equipment (e.g. board, banana);

5. are liability claims between the persons authorised to operate the watercraft due to personal injury and property damage. The insurer will not invoke the exclusion provisions of section 7.5 in conjunction with sections 27 and 28 AHB. However, insurance cover shall only exist insofar as the private liability insurance of the persons concerned does not have to take effect;

The exclusion provisions of para. 7.5 (1) AHB (claims of relatives among themselves) shall continue to apply.

6. the legal liability due to pecuniary loss within the meaning of No. 2 AHB within the scope of the liability contract conditions for pecuniary loss liability insurance.

C Not insured

1. is the personal liability of the water skier, the paraglider and the users of the sports equipment;

2. is the liability for damage occurring during participation in motorboat races or during the associated practice trips;

3. are liability claims against the persons (policyholder or any co-insured person) who cause the damage by deliberately handling flammable or explosive substances in breach of the law, regulations or other duties.

D In addition, the following special conditions apply:

1. For damages abroad

(1) Notwithstanding Section 7.9 AHB, the legal liability of the policyholder due to insured events occurring abroad is included.

(2) Excluded are claims against the policyholder and the skipper named in letter B, section 1 arising from occupational accidents and occupational diseases of persons employed by the policyholder abroad or entrusted with the performance of work there. However, liability claims arising from accidents at work and occupational diseases which are subject to the provisions of the German Social Code, Part VII, remain included (see Clause 7.9 AHB).

(3) In the event of insured events in the USA and Canada, the expenses of the insurer for costs shall be offset against the sum insured as benefits - in deviation from Clause 6.5 GTCLI.

Costs are: Lawyers', experts', witnesses' and court costs, expenses incurred to avert or mitigate the damage at or after the occurrence of the insured event as well as damage investigation costs, including travel expenses not incurred by the insurer itself. This also applies if the costs were incurred on the instructions of the insurer.

Claims for compensation of a punitive nature, in particular punitive or exemplary damages, are excluded from the insurance cover.

(4) The benefits of the insurer shall be paid in euros. If the place of payment is outside the countries that belong to the European Monetary Union, the obligations of the insurer shall be deemed to have been fulfilled at the time when the euro amount is transferred to a financial institution located in the European Monetary Union.

(5) Notwithstanding Section 5.1 GTCLI, in the event of the provisional boarding of a water sports craft in a foreign port, any security or deposit required shall be the sole responsibility of the policyholder.

2. For rental property damage

Included is - in deviation from No. 7.6 AHB - the legal liability from damage to rented storage rooms (without contents) and pier facilities rented for private purposes for the accommodation or storage of the water sports vehicle and all resulting financial losses.

Excluded are:

1. Liability claims due to

- a) wear and tear and excessive stress;
- b) Damage to heating, machinery, boiler and hot water systems as well as electrical and gas appliances;
- c) Glass damage, insofar as the policyholder can take out special insurance against this.

2. the recourse claims covered by the waiver of recourse under the Fire Insurers' Agreement in the case of comprehensive insured events.

The maximum compensation - within the framework of the contract sums insured - is 100,000 euros per insured event, in each case limited to twice this amount for all insured events in an insurance year.

The policyholder has to pay 150,- Euro of each damage himself.

3. For collision damage

Excluded from the insurance cover are liability claims for damage to watercraft and other floating or fixed objects that occur as a result of a collision or navigational negligence if and insofar as a hull insurer of the policyholder is obliged to pay compensation.

4. When driving without the prescribed official permit

- (1) The insurer is released from the obligation to pay,
 - if the responsible driver of the water sports craft does not have the prescribed official permit when the insured event occurs;
 - if an unauthorised driver has used the water sports craft.
- (2) The obligation to pay benefits remains with respect to the policyholder if the latter
 - the existence of the official permit without fault;
 - did not knowingly enable the use of the water sports craft by the unauthorised driver.

5. For water damage

(1) The insurance covers the policyholder's legal liability for direct or indirect consequences of changes in the physical, chemical or biological quality of a body of water, including groundwater (water damage), to the extent of the contract, whereby financial losses are treated as property damage,

with the **exception of** water damage

- a) by discharging or introducing substances harmful to waters into waters or by otherwise deliberately affecting waters. This shall also apply if the discharge or impact is necessary to save other legal interests;
- b) due to operational dripping or leaking of oil or other liquids from tank closures, fuelling systems or mechanical equipment of the ship.

(2) Rescue costs

- a) Expenses, including unsuccessful expenses, which the policyholder may consider necessary in the insured event to avert or reduce the damage (rescue costs), as well as out-of-court expert's fees shall be borne by the insurer insofar as they do not exceed the standard sum insured together with the indemnity.

For court costs and lawyers' fees, the provisions of the General Insurance Conditions for Liability Insurance (AHB) shall apply.

- b) Rescue and extrajudicial expert costs incurred on the instructions of the insurer are also to be reimbursed insofar as they exceed the standard sum insured together with the compensation. Approval by the insurer of measures taken by the policyholder or third parties to avert or minimise the damage shall not be deemed to be instructions by the insurer.

(3) Excluded are liability claims against the persons (policyholder or any co-insured person) who have caused the damage by deliberately deviating from laws, ordinances, official orders or decrees directed at the policyholder.

(4) Excluded are liability claims for damages that are demonstrably based on acts of war, other hostile acts, riots, civil unrest, general strikes, illegal strikes or directly on orders or measures of higher authorities. The same applies to damage caused by force majeure, insofar as elementary forces of nature have had an effect.

(5) The Special Conditions for the Insurance of Liability from Water Damage (Residual Risk) are not valid.

Explanation:

Rescue costs within the meaning of letter D, section 5 (2) of these conditions already arise if the occurrence of the insured event could be regarded as unavoidable without the initiation of rescue measures.

For the reimbursement of rescue costs, it is irrelevant on what legal grounds (public or private law) the policyholder is obliged to pay these costs.

Rescue costs are also expenses for restoring the condition of the land and parts of the building - also of the policyholder - as it existed before the start of the rescue measures. Improvements in value or costs that would have been incurred anyway for the maintenance, repair or renewal of the system itself are to be deducted.