

# 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

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- 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**

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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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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.



# Accident contract conditions

01.08

(The conditions on which the application is based can be found in the application)

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03. Special conditions for additional benefits in the event of a degree of disability of 50 percent or more
04. Special conditions for additional benefit in the event of disability (500 percent)
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## 01 General Accident Insurance Conditions (AUB 2008)

You as the policyholder are our contractual partner. You or someone else can be the insured person.  
As the insurer, we provide the contractually agreed benefits.

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#### The scope of insurance

##### 1 What is insured?

- 1.1 We provide insurance cover for accidents that happen to the insured person during the validity of the contract.
  - 1.2 The insurance cover includes accidents all over the world.
  - 1.3 An accident is deemed to have occurred if the insured person involuntarily suffers a health impairment as a result of a sudden external event (accident event).
    - 1.4.1 Increased effort  
An accident is also deemed to have occurred if, as a result of increased exertion on the limbs or spinal column
      - a joint is dislocated or
      - Muscles, tendons, ligaments or capsules are pulled or torn.
    - 1.4.2 Rescue measures  
Accidents also include damage to health suffered by the insured person during lawful defence or efforts to rescue people, animals or property.
    - 1.4.3 Poisoning by gases or vapours  
Poisoning by suddenly escaping gaseous substances shall also be deemed to be an accident if the insured person was unknowingly or inadvertently exposed to the effects for a short period of time (up to a few hours).
    - 1.4.4 Food poisoning  
Consequences of food poisoning are also insured. Alcohol poisoning is excluded.
    - 1.4.5 Drowning and suffocation  
Drowning and suffocation under water is also considered an accident.
    - 1.4.6 Health problems typical of diving  
Illnesses typical of diving, such as caisson diseases or eardrum injuries, are also considered accidents.
  - 1.5 We refer to the regulations on the limitations of benefits (Clause 3), non-insurable persons (Clause 4) and exclusions (Clause 5). They apply to all types of benefits.
- ##### 2 What types of benefits can be agreed?
- The types of benefits you can agree are described below or in additional conditions.  
The types of benefits you have agreed with us and the sums insured are set out in the contract.
- 2.1 Disability benefit
    - 2.1.1 Conditions for performance:
      - 2.1.1.1 The physical or mental capacity of the insured person is permanently impaired as a result of the accident (disability). An impairment is permanent if it is expected to last longer than three years and a change in the condition cannot be expected.  
The invalidity is
        - occurred within one year of the accident and
        - have been established in writing by a doctor within fifteen months of the accident and have been claimed by you from us.
      - 2.1.1.2 There is no entitlement to disability benefits if the insured person dies as a result of the accident within one year of the accident.

<p><b>2.1.2 Type and amount of the benefit:</b></p> <p><b>2.1.2.1</b> We pay the disability benefit as a lump sum.</p> <p><b>2.1.2.2</b> The basis for the calculation of the benefit is the sum insured and the degree of disability caused by the accident.</p> <p><b>2.1.2.2.1</b> In the event of loss or total functional incapacity of the parts of the body and sensory organs listed below, only the following degrees of disability apply:</p> <ul style="list-style-type: none"> <li>• Arm _____ 70%</li> <li>• Arm up to above the elbow joint _____ 65%</li> <li>• Arm below the elbow joint _____ 60%</li> <li>• Hand _____ 55%</li> <li>• Thumb _____ 20%</li> <li>• Index finger _____ 10%</li> <li>• other finger _____ 5%</li> <li>• Leg above mid-thigh _____ 70%</li> <li>• Leg up to the middle of the thigh _____ 60%</li> <li>• Leg to below the knee _____ 50%</li> <li>• Leg up to the middle of the lower leg _____ 45%</li> <li>• Foot _____ 40%</li> <li>• big toe _____ 5%</li> <li>• Other toe _____ 2%</li> <li>• Eye _____ 50%</li> <li>• Hearing in one ear _____ 30%</li> <li>• Sense of smell _____ 10%</li> <li>• Sense of taste _____ 5%</li> </ul>	<p><b>2.3.2 Amount and duration of the benefit:</b></p> <p>The daily allowance is calculated according to the agreed sum insured. It is graduated according to the determined degree of impairment of the occupation or employment.</p> <p>The daily allowance is paid for the duration of the medical treatment, for a maximum of one year, calculated from the day of the accident.</p> <p><b>2.4 Daily hospital allowance</b></p> <p><b>2.4.1 Conditions for performance:</b></p> <p>The insured person is undergoing medically necessary in-patient treatment as a result of the accident.</p> <p>Cures as well as stays in private sanatoria and convalescent homes are not considered medically necessary treatment. However, if the treatment takes place in an institution that serves both curative treatment and rehabilitation, the entitlement to daily hospital allowance does not lapse, at least if it is an emergency admission or the hospital is the only care hospital in the vicinity of the insured person's place of residence.</p> <p>Daily hospital allowance is also paid for an outpatient operation performed as a result of an accident, insofar as a hospital stay would normally be necessary for this operation. You, as the policyholder, must provide proof of this. In these cases, the agreed daily hospital allowance is paid for three days. An entitlement to an insured convalescence allowance within the meaning of Clause 2.5.1 does not arise from this.</p> <p><b>2.4.2 Amount and duration of the benefit:</b></p> <p>The daily hospital allowance is paid in the amount of the agreed sum insured for each calendar day of full inpatient treatment, but for a maximum of two years, calculated from the day of the accident. Hospital daily allowance is paid beyond the second accident year if the stay serves to remove the inserted osteosynthesis material.</p> <p><b>2.4.3 Special features of children's accident insurance</b></p> <p>For children up to the age of 12, the agreed daily hospital allowance is also paid for the inpatient hospital stay of a carer of the insured child.</p> <p><b>2.5 Recovery money</b></p> <p><b>2.5.1 Conditions for performance:</b></p> <p>The insured person has been discharged from full inpatient treatment and was entitled to daily hospital allowance in accordance with Clause 2.4.</p> <p><b>2.5.2 Amount and duration of the benefit:</b></p> <p>The convalescence allowance is paid in the amount of the agreed sum insured for the same number of calendar days for which we pay daily sickness benefits, for a maximum of 28 days.</p> <p><b>2.6 Death benefit</b></p> <p><b>2.6.1 Conditions for performance:</b></p> <p>The insured person died within one year as a result of the accident. We draw your attention to the special obligations pursuant to section 7.5.</p> <p><b>2.6.2 Amount of the benefit:</b></p> <p>The death benefit is paid in the amount of the agreed sum insured.</p> <p><b>3 What effect do illnesses or infirmities have?</b></p> <p>As an accident insurer, we provide benefits for the consequences of accidents. If illnesses or infirmities have contributed to the health impairment caused by an accident event or its consequences, the following shall be reduced</p> <ul style="list-style-type: none"> <li>• in the event of disability, the percentage of the degree of disability,</li> <li>• in the event of death and, unless otherwise specified, in all other cases the benefit</li> </ul> <p>according to the proportion of the illness or infirmity. However, if the share of participation is less than 25%, the reduction shall not apply.</p> <p><b>4 Which persons are not insurable?</b></p> <p><b>4.1</b> Persons who are permanently in need of care as well as mentally or psychologically ill persons whose health disorder is so severe that they can no longer participate in general life but require institutional accommodation or constant supervision are not insurable and are not insured despite payment of premiums. A person is in need of care if he or she requires predominantly outside help to perform the tasks of daily living.</p> <p><b>4.2</b> The insurance cover expires as soon as the insured person within the meaning of 4.1 is no longer insurable. At the same time, the insurance ends.</p> <p><b>4.3</b> If the insured person is not insurable within the meaning of Clause 4.1, we will refund the premium paid from the date of conclusion of the contract or occurrence of the insured incapacity.</p> <p><b>5 In which cases is insurance cover excluded?</b></p> <p><b>5.1</b> No insurance cover is provided for the following accidents:</p> <p><b>5.1.1</b> Accidents suffered by the insured person as a result of mental or consciousness disorders, also insofar as these are due to drunkenness, as well as strokes, epileptic seizures or other seizures affecting the entire body of the insured person. However, insurance cover exists if these faults or incidents were caused by an accident event covered by this contract.</p>
<p>In the event of partial loss or partial impairment of function, the corresponding part of the respective percentage shall apply.</p> <p><b>2.1.2.2.2</b> For other parts of the body and sensory organs, the degree of disability is measured according to the extent to which the normal physical or mental performance capacity is impaired overall. Only medical aspects are to be taken into account.</p> <p><b>2.1.2.2.3</b> If affected body parts or sensory organs or their functions were already permanently impaired before the accident, the degree of disability is reduced by the previous disability. This is to be assessed according to para. 2.1.2.2.1 and para. 2.1.2.2.2.</p> <p><b>2.1.2.2.4</b> If several body parts or sensory organs are impaired by the accident, the degrees of disability determined in accordance with the above provisions shall be added together. However, more than 100% will not be taken into account.</p> <p><b>2.1.2.3</b> If the insured person dies</p> <ul style="list-style-type: none"> <li>• from causes unrelated to the accident within one year after the accident or</li> <li>• whatever the cause, later than one year after the accident,</li> </ul> <p>and a claim for disability benefit had arisen, we will pay according to the degree of disability that would have been expected on the basis of the medical findings.</p>	
<p><b>2.2 Transitional benefit</b></p> <p><b>2.2.1 Conditions for performance:</b></p> <p>The normal physical or mental capacity of the insured person is impaired in the occupational or non-occupational sphere as a result of the accident.</p> <ul style="list-style-type: none"> <li>• after the expiry of six months from the date of the accident and</li> <li>• still impaired by at least 50% without the contribution of illness or infirmity.</li> </ul> <p>This impairment has existed continuously within the six months.</p> <p>You have made a claim against us no later than seven months after the occurrence of the accident and submitted a medical certificate.</p>	
<p><b>2.2.2 Type and amount of the benefit:</b></p> <p>The transitional benefit is paid in the amount of the agreed sum insured.</p>	
<p><b>2.2.3 Improved performance after three months</b></p> <p>The normal physical or mental capacity of the insured person is impaired in the occupational or non-occupational sphere as a result of the accident.</p> <ul style="list-style-type: none"> <li>• after the expiry of three months from the date of the accident and</li> <li>• still impaired by at least 100% without the contribution of illness or infirmity.</li> </ul> <p>This impairment has existed continuously within the three months.</p> <p>You have claimed it from us no later than four months after the occurrence of the accident, submitting a medical certificate.</p> <p>This amount shall be credited against a claim under Clause 2.2.2.</p>	
<p><b>2.2.3.1 Type and amount of the benefit</b></p> <p>One quarter of the insured transitional benefit is paid.</p>	
<p><b>2.3 Daily allowance</b></p> <p><b>2.3.1 Conditions for performance:</b></p> <p>The insured person is accidentally</p> <ul style="list-style-type: none"> <li>• impaired in their ability to work and</li> <li>• in medical treatment.</li> </ul>	

<p>5.1.2</p> <p>5.1.3</p> <p>5.1.4</p> <p>5.1.5</p> <p>5.1.6</p> <p>5.2</p> <p>5.2.1</p> <p>5.2.2</p> <p>5.2.3</p> <p>5.2.4</p> <p>5.2.4.1</p> <p>5.2.4.2</p> <p>5.2.4.3</p> <p>5.2.5</p> <p>5.2.6</p> <p>5.2.7</p> <p>6</p> <p>6.1</p> <p>6.1.1</p> <p>6.1.2</p>	<p>Accidents that occur to the insured person as a result of the insured person intentionally committing or attempting to commit a criminal offence.</p> <p>Accidents caused directly or indirectly by events of war or civil war. However, insurance cover exists if the insured person is unexpectedly affected by events of war or civil war while travelling abroad.</p> <p>This insurance cover expires at the end of the seventh day after the start of a war or civil war on the territory of the state in which the insured person is staying.</p> <p>The extension does not apply to travel to or through states on whose territory war or civil war is already raging. It also does not apply to active participation in war or civil war as well as to accidents caused by NBC weapons and in connection with a war or war-like state between the countries China, Germany, France, Great Britain, Japan, Russia or USA.</p> <p>Accidents suffered by the insured person</p> <ul style="list-style-type: none"> <li>as an aircraft pilot (including an air sports equipment pilot), insofar as he or she requires a permit for this under German law, and as any other crew member of an aircraft;</li> <li>in the case of a professional activity to be carried out with the aid of an aircraft;</li> <li>in the use of spacecraft.</li> </ul> <p>Accidents suffered by the insured person as a result of participating as a driver, passenger or occupant of a motor vehicle in driving events, including the associated practice drives, in which the aim is to achieve maximum speeds.</p> <p>Accidents caused directly or indirectly by nuclear energy.</p> <p>The following impairments are also excluded:</p> <p>Damage to intervertebral discs as well as bleeding from internal organs and brain haemorrhages.</p> <p>However, insurance cover exists if an accident event covered by this contract is the predominant cause in accordance with Clause 1.3.</p> <p>Damage to health caused by radiation.</p> <p>Damage to health due to treatment measures or interventions on the body of the insured person. However, insurance cover exists if the treatment measures or interventions, including radiation diagnostic and therapeutic measures, were caused by an accident covered by this contract.</p> <p>Infections.</p> <p>They are also excluded if they</p> <ul style="list-style-type: none"> <li>by insect bites or stings, or</li> <li>due to other minor skin or mucous membrane injuries caused by which pathogens entered the body immediately or later.</li> </ul> <p>However, insurance cover exists for</p> <ul style="list-style-type: none"> <li>Rabies and tetanus,</li> <li>Damage to health resulting from an infection transmitted by a tick bite (TBE, Lyme disease), as well as for damage to health resulting from a vaccination against rabies, tetanus and TBE tick infections, as well as for</li> <li>Infections in which the pathogen entered the body as a result of accidental injuries which are not excluded in accordance with Clause 5.2.4.1.</li> </ul> <p>For infections caused by curative measures or interventions, subsection 5.2.3 sentence 2 shall apply accordingly.</p> <p>Poisoning due to ingestion of solid or liquid substances through the gullet.</p> <p>However, insurance cover is provided for children who have not yet reached the age of 10 at the time of the accident.</p> <p>Pathological disorders resulting from mental reactions, even if caused by an accident.</p> <p>Abdominal or lower abdominal hernias.</p> <p>However, insurance cover exists if they have arisen as a result of a violent external effect covered by this contract.</p> <p><b>What do you need to bear in mind if the child tariff has been agreed and if there are changes in occupation or employment?</b></p> <p><b>Changeover of the children's tariff</b></p> <p>Until the end of the insurance year in which the child insured under the children's tariff reaches the age of 18, insurance cover is provided at the agreed sums insured. After that, the tariff for adults valid at that time applies. However, you have the following right to choose:</p> <ul style="list-style-type: none"> <li>You pay the previous premium and we reduce the sums insured accordingly.</li> <li>You keep the previous sums insured and we charge a correspondingly higher premium.</li> </ul> <p>We will inform you of your right to choose in good time. If you do not inform us of the result of your choice within two months of the start of the new insurance year, the contract will continue in accordance with the first choice.</p>	<p><b>6.2 Change of occupation or employment</b></p> <p>6.2.1 The amount of the sums insured or the premium depends to a large extent on the occupation or employment of the insured person. The basis for the assessment of the sums insured and premiums is our applicable list of occupational groups, which is printed in the insurance policy. You must therefore inform us immediately of any change in the occupation or employment of the insured person. Compulsory military service, civilian service or military reserve training are not included.</p> <p>6.2.2 If, while the premium remains the same, lower sums insured are calculated according to the tariff valid at the time of the change, these will apply after the expiry of one month from the change. If, on the other hand, higher sums insured are calculated, these will apply as soon as we receive your declaration, but no later than one month after the change. The newly calculated sums insured apply to both occupational and non-occupational accidents.</p> <p>6.2.3 At your request, we will also continue the contract with the previous sums insured at an increased or reduced premium as soon as we receive your declaration.</p> <p><b>The benefit case</b></p> <p><b>7 What must be observed after an accident (obligations)?</b></p> <p>We cannot provide our benefit without your cooperation and that of the insured person.</p> <p>7.1 After an accident that is likely to result in an obligation to pay benefits, you or the insured person must consult a doctor immediately, follow his instructions and inform us.</p> <p>7.2 You or the insured person must truthfully complete the accident report sent by us and return it to us without delay; any relevant information requested by us in addition must be provided in the same way.</p> <p>7.3 If doctors are commissioned by us, the insured person must also be examined by them. We will bear the necessary costs, including any loss of earnings incurred as a result.</p> <p>7.4 The doctors who have treated or examined the insured person - also for other reasons - other insurers, insurance carriers and authorities shall be authorised to provide all necessary information.</p> <p>7.5 If the accident results in death, this must be reported to us within 48 hours, even if the accident had already been reported to us.</p> <p>We shall be granted the right to have a post-mortem examination carried out by a doctor appointed by us, if necessary.</p> <p><b>8 What are the consequences of non-observance of obligations?</b></p> <p>If an obligation under clause 7 is intentionally breached, you will lose your insurance cover. In the event of a grossly negligent breach of an obligation, we are entitled to reduce our benefit in proportion to the severity of your fault. Both only apply if we have informed you of these legal consequences by separate notification in text form.</p> <p>If you prove that you did not breach the obligation through gross negligence, the insurance cover remains in force.</p> <p>The insurance cover shall also remain in force if you prove that the breach of the obligation was neither the cause for the occurrence or determination of the insured event nor for the determination or scope of the benefit. This does not apply if you have fraudulently breached the obligation.</p> <p>These provisions apply irrespective of whether we exercise a right of termination to which we are entitled due to a breach of a pre-contractual duty of disclosure.</p> <p><b>9 When are the benefits due?</b></p> <p>9.1 We are obliged to declare in text form within one month - in the case of a disability claim within three months - whether and to what extent we recognise a claim. The deadlines begin with the receipt of the following documents:</p> <ul style="list-style-type: none"> <li>Proof of the course of the accident and the consequences of the accident,</li> <li>in the case of a disability claim, additionally the proof of the completion of the curative procedure, insofar as it is necessary for the assessment of the disability.</li> </ul> <p>We will pay the medical fees that you incur to substantiate the claim for benefits</p> <ul style="list-style-type: none"> <li>in the event of disability, up to 1% of the sum insured,</li> <li>in the case of transitional benefits, up to 1% of the insured sum,</li> <li>for daily allowance up to a daily allowance rate,</li> <li>for daily hospital allowance up to a daily hospital allowance rate.</li> </ul> <p>We do not cover other costs.</p> <p>9.2 If we acknowledge the claim or have agreed with you on the reason and amount, we will pay within two weeks.</p> <p>9.3 If the obligation to pay benefits has initially only been determined on the merits, we will - at your request - pay appropriate advances.</p> <p>Before completion of the medical treatment, a disability benefit can only be claimed within one year after the accident up to the amount of an agreed death benefit.</p>
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- 9.4 You and we are entitled to have the degree of disability reassessed by a doctor annually, for a maximum of three years after the accident. For children up to the age of 14, this period is extended from three to five years. This right must
- by us together with our declaration of our duty to perform in accordance with clause 9.1,
  - exercised by you before the end of the period.
- If the final assessment results in a higher disability benefit than we have already provided, the additional amount shall bear interest at 5% per annum.
- 9.5 In order to check the conditions for drawing the pension, we are entitled to request life certificates. If the certificate is not sent immediately, the pension payment will be suspended from the next due date.

## The insurance period

- 10 **When does the contract begin and end?  
When is insurance cover suspended during military operations?**
- 10.1 **Commencement of the insurance cover**  
Insurance cover commences at the time stated in the insurance policy - noon 12 noon - if you pay the first or single premium immediately after the due date within the meaning of Clause 11.2 pay.  
If, in the event of a change of insurer, 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 is no gap in the insurance cover.
- 10.2 **Duration and end of the contract**  
The contract is concluded for the period stated in the insurance policy. It ends on the specified day at 12 noon.  
In the event of a contract term of at least one year, the contract shall be extended by one year at a time unless you or we have received written notice of termination at least three months before the end of the respective insurance year.  
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.  
In the case of a contract term of more than three years, the contract can be terminated at the end of the third year or each subsequent year; the termination must be received by you or us at least three months before the end of the respective insurance year.  
Since the risk accident insurance is only calculated up to the age of 75, the insurance contract ends without the need for cancellation, at the latest at the end of the insurance year in which the insured person reaches the age of 75.  
If two or more persons are insured under one insurance contract, the insurance cover shall end, without notice of cancellation being required, on the principal due date following the completion of the insured person's 75 years of age of the person to be insured. From this time onwards, the contribution part to be paid for this person shall be waived.
- 10.3 **Termination after an insured event**  
You or we may terminate the contract by giving notice if we have provided a service or you have brought an action against us for a service.  
The notice of termination must be received by you or us in writing no later than one month after performance or - in the event of a legal dispute - after withdrawal of the claim, acknowledgement, settlement or final judgement.  
If you cancel, your cancellation will take effect immediately after we receive it. You can, however, decide that the cancellation will take effect at a later date, but no later than the end of the current insurance period. Cancellation by us will take effect one month after it is received by you.
- 10.4 **Suspension of insurance cover during military deployments**  
The insurance cover will cease for the insured person as soon as he/she is serving in a military or similar formation involved in a war or warlike deployment between the countries China, Germany, France, Great Britain, Japan, Russia or the USA. The insurance cover will be reinstated as soon as we have received your notification of termination of service.

## The insurance premium

- 11 **What do you have to consider when paying contributions?  
What happens if you do not pay a contribution on time?**
- 11.1 **Premium and insurance tax**  
The premium charged includes insurance tax, which you must pay at the rate determined by law.

- 11.2 **Payment and consequences of late payment/First or single contribution**
- 11.2.1 **Due date and timeliness of payment**  
The first or single premium (redemption premium) is to be paid immediately after conclusion of the contract, in deviation from the statutory regulation (§ 33 Para. 1 VVG), but not before the start of insurance agreed with you and 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.
- 11.2.2 **Later commencement of insurance cover**  
If you do not pay the first or single premium on time but at a later point in time, the insurance cover will only commence from this point in time, provided that you were 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 you prove that you are not responsible for the non-payment.
- 11.2.3 **Resignation**  
If you do not pay the first or single premium on time, we can withdraw from the contract as long as the premium has not been paid. We cannot withdraw if you prove that you are not responsible for the non-payment.
- 11.3 **Payment and consequences of late payment/follow-up contribution**
- 11.3.1 **Due date and timeliness of payment**  
The subsequent contributions are due at the respective agreed time.
- 11.3.2 **Delay**  
If a subsequent premium is not paid on time, you will be in default without a reminder unless you are not responsible for the late payment. We will request you to pay at your expense in text form and set you a payment deadline of at least two weeks. This deadline is only effective if we specify in detail the outstanding amounts of the premium as well as the interest and costs and state the legal consequences which are associated with the expiry of the deadline in accordance with sections 11.3.3 and 11.3.4.  
We are entitled to demand compensation for the damage we have suffered as a result of the delay.
- 11.3.3 **No insurance cover**  
If you are still in arrears with payment after the expiry of this payment period, there will be no insurance cover from this point in time until payment is made, if you are not in arrears with the demand for payment in accordance with clause 11.3.2 paragraph 2 have been pointed out.
- 11.3.4 **Cancellation**  
If you are still in arrears with payment after expiry of this payment period, we may terminate the contract without notice if we have pointed this out to you in the payment request in accordance with Clause 11.3.2 Paragraph 2.  
If we have given notice of termination and you subsequently pay the premium reminded within one month, the contract will 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.
- 11.4 **Timeliness of payment for direct debit authorisation**  
If 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 you do not object to a justified collection.  
If the premium due could not be collected by us through no fault of your own, the payment is still on time if it is made immediately after our request for payment in text form.  
If the premium due cannot be collected because you have revoked the direct debit authorisation or if you are responsible for other reasons that the premium cannot be collected repeatedly, we are entitled to demand payment outside the direct debit procedure in the future. You are only obliged to transfer the premium if we have requested you to do so in text form.
- 11.5 **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 you are in arrears with the payment of an instalment.  
Furthermore, we may require annual contribution payments for the future.
- 11.6 **Contribution in the event of premature termination of the contract**  
In the event of premature termination of the contract, we are only entitled to the part of the premium corresponding to the period during which insurance cover existed, unless otherwise stipulated.



<p>11.7</p> <p>11.7.1</p> <p>11.7.2</p> <p><b>Further provisions</b></p> <p>12</p> <p>12.1</p> <p>12.2</p> <p>12.3</p> <p>13</p> <p>13.1</p> <p>13.2</p> <p>13.2.1</p> <p>13.2.2</p> <p>13.2.3</p>	<p><b>Exemption from contributions for the insurance of children</b></p> <p>If you die during the insurance period and</p> <ul style="list-style-type: none"> <li>• you had not yet reached the age of 60 at the start of the insurance,</li> <li>• the insurance had not been cancelled and</li> <li>• Their death was not caused by events of war or civil war,</li> </ul> <p>the following applies:</p> <p>The insurance is continued with the sums insured applicable at that time until the end of the insurance year in which the insured child reaches the age of 18.</p> <p>The child's legal representative becomes the new policyholder unless otherwise agreed.</p> <p><b>What are the legal relationships between the persons involved in the contract?</b></p> <p>If the insurance is taken out against accidents that happen to someone else (third-party insurance), the exercise of the rights arising from the contract is not the responsibility of the insured person, but of you. You are responsible for fulfilling the obligations in addition to the insured person.</p> <p>All provisions applicable to you shall apply accordingly to your legal successor and other claimants.</p> <p>The insurance claims can neither be transferred nor pledged before maturity without our consent.</p> <p><b>What does the pre-contractual duty of disclosure mean?</b></p> <p><b>Completeness and accuracy of information on risk-related circumstances</b></p> <p>Until you submit your contractual declaration, you must notify us in text form of all circumstances of risk of which you are aware and which we have asked you about in text form and which are relevant to our decision to conclude the contract with the agreed content. You are also obliged to notify us in text form if we ask you questions within the meaning of sentence 1 after you have declared the contract but before we accept the contract. Circumstances that are likely to influence our decision to conclude the contract at all or with the agreed content are relevant to the risk.</p> <p>If another person is to be insured, he or she is responsible, in addition to you, for the truthful and complete disclosure of the risk-related circumstances and for answering the questions put to him or her.</p> <p>If the contract is concluded by your representative and he/she is aware of the risk-related circumstance, you must allow yourself to be treated as if you had been aware of it yourself or had fraudulently concealed it.</p> <p><b>Resignation</b></p> <p><b>Conditions and exercise of the right of withdrawal</b></p> <p>Incomplete and incorrect information about the risk-related circumstances entitle us to withdraw from the insurance contract. This only applies if we have informed you of the consequences of a breach of the duty of disclosure by means of a separate notification in text form.</p> <p>We must assert our right of withdrawal in writing within one month. In doing so, we must state the circumstances on which we base our declaration. Within the one-month period, we may also subsequently state further circumstances to substantiate our declaration. The period begins at the time when we become aware of the breach of the duty of disclosure that gives rise to our right of withdrawal.</p> <p>Withdrawal is effected by declaration to you.</p> <p><b>Exclusion of the right of withdrawal</b></p> <p>We cannot invoke our right of withdrawal if we were aware of the undisclosed risk circumstance or the incorrectness of the notification.</p> <p>We have no right of withdrawal if you prove that you or your representative did not provide the incorrect or incomplete information either intentionally or through gross negligence.</p> <p>Our right of withdrawal due to grossly negligent breach of the duty of disclosure does not apply if you prove that we would have concluded the contract even if we had been aware of the non-disclosed circumstances, albeit under different conditions.</p> <p><b>Consequences of the withdrawal</b></p> <p>In the event of withdrawal, there is no insurance cover.</p> <p>If we withdraw after the occurrence of the insured event, we may not refuse insurance cover if you prove that the incomplete or incorrectly disclosed circumstance was neither the cause of the occurrence of the insured event nor of the determination or scope of the benefit. In this case, however, there is also no insurance cover if you have fraudulently breached the duty of disclosure.</p> <p>We are entitled to the part of the premium that corresponds to the contract period that has expired by the time the declaration of withdrawal takes effect.</p>	<p>13.3</p> <p>13.3.1</p> <p>13.3.2</p> <p>13.4</p> <p>14</p> <p>14.1</p> <p>14.2</p> <p>15</p> <p>15.1</p> <p>15.2</p> <p>15.3</p> <p>16</p> <p>16.1</p> <p>16.2</p> <p>17</p> <p><b>Termination or retroactive contract adjustment</b></p> <p>If our right of withdrawal is excluded because your breach of a duty of disclosure was due neither to intent nor to gross negligence, we may terminate the insurance contract in writing subject to a notice period of one month. This only applies if we have informed you of the consequences of a breach of the duty of disclosure by means of a separate notification in text form.</p> <p>In doing so, we must state the circumstances on which we base our declaration. Within the one-month period, we may also subsequently state further circumstances to substantiate our declaration. The period begins at the time when we become aware of the breach of your duty of disclosure.</p> <p>We cannot invoke our right of termination due to breach of the duty of disclosure if we were aware of the undisclosed risk circumstance or the incorrectness of the disclosure.</p> <p>The right of termination is also excluded if you prove that we would have concluded the contract even if we had known about the non-disclosed circumstances, albeit under different conditions.</p> <p>If we cannot withdraw or terminate because we would have concluded the contract even if we had known about the undisclosed circumstances, but under different conditions, the other conditions will become part of the contract retroactively at our request. If you are not responsible for the breach of duty, the other conditions will become part of the contract as of the current insurance period. This only applies if we have informed you of the consequences of a breach of the duty of disclosure by means of a separate notification in text form.</p> <p>We must assert the contract adjustment in writing within one month. In doing so, we must state the circumstances on which we base our declaration. Within the one-month period, we may also subsequently state further circumstances to justify our declaration. The period begins at the time when we become aware of the breach of the duty of disclosure entitling us to adjust the contract.</p> <p>We cannot invoke an adjustment of the contract if we were aware of the non-disclosed risk circumstance or the incorrectness of the disclosure.</p> <p>If the premium increases by more than 10% as a result of the contract adjustment or if we exclude the risk cover for the circumstance not indicated, you can terminate the contract in writing without notice within one month of receipt of our notification.</p> <p><b>Contestation</b></p> <p>Our right to contest the contract on the grounds of fraudulent misrepresentation remains unaffected. In the event of a challenge, we are entitled to the part of the premium that corresponds to the contract period that has elapsed up to the time the declaration of challenge becomes effective.</p> <p><b>When do claims arising from the contract become time-barred?</b></p> <p>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.</p> <p>If a claim arising from the insurance contract has been registered with us, the limitation period is suspended from the time of registration until the time when you receive our decision in text form.</p> <p><b>Which court has jurisdiction?</b></p> <p>For actions against us arising from the insurance contract, the court of jurisdiction is determined by our registered office or the registered office of our branch responsible for the insurance contract. If you are a natural person and reside in Germany, the court in whose district you have your domicile or, in the absence of such, your habitual residence at the time the action is brought shall also have jurisdiction.</p> <p>If you are a natural person and reside in Germany, actions against you arising from the insurance contract must be brought before the court that has jurisdiction for your place of residence or, in the absence of such, the place of your habitual abode. If your place of residence or habitual abode is unknown at the time the action is brought, we may sue you before the court having jurisdiction for our registered office. If you are a legal entity, the competent court is determined by your registered office or your branch office.</p> <p>Other jurisdictions established under German law are not excluded by these agreements.</p> <p><b>What do I have to bear in mind when notifying us? What applies if you change your address?</b></p> <p>All notifications and declarations intended for us should be addressed to our head office or to the office designated as responsible in the insurance policy or its addenda.</p> <p>If you have not notified us of a change of address, it is sufficient for a declaration of intent to be made to you to be sent by registered letter to the last address known to us. The declaration is deemed to have been received three days after the letter is sent. This applies accordingly in the event of a change of your name.</p> <p><b>Which law applies?</b></p> <p>The law of the Federal Republic of Germany shall apply to your contract.</p>
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## 02. Special conditions for additional benefits in the event of a degree of disability of 75 percent or more

You have agreed accident insurance with us with additional benefits in the event of disability. The degree of disability is determined in accordance with Clause 2.1 and Clause 3 of the General Accident Insurance Conditions (AUB 2008).

Clause 2.1 AUB 2008 is supplemented as follows:

- 1 If the accident occurred before the insured person reached the age of 65, we will pay:
  - double the disability benefit if the accident results in a degree of disability of at least 75% and
  - three times the disability benefit if the accident results in a degree of disability of 100%.
- 2 The additional benefit is limited to a maximum of 250,000 euros for each insured person.
- 3 If the insured person has other accident insurance policies with the AXA Group, the maximum amount applies to all insurance policies together.

## 03. Special conditions for additional benefits in the event of a degree of disability of 50 percent or more

You have agreed accident insurance with us with additional benefits in the event of disability. The degree of disability is determined in accordance with Clause 2.1 and Clause 3 of the General Accident Insurance Conditions (AUB 2008).

Clause 2.1 AUB 2008 is supplemented as follows:

- 1 If the accident occurred before the insured person reached the age of 65, we will pay:
  - double the disability benefit if the accident results in a degree of disability of at least 50% and
  - three times the disability benefit if the accident results in a degree of disability of at least 90%.
- 1.1 The additional benefit is limited to a maximum of 400,000 euros for each insured person.
- 2 If the accident occurred after the insured person reached the age of 65, we will pay:
  - double the disability benefit if the accident results in a degree of disability of at least 50%.
- 2.1 The additional benefit is limited to a maximum of 250,000 euros for each insured person.
- 3 If the insured person has other accident insurances with the AXA Group, the maximum amount applies to all insurances together.

## 04. Special conditions for additional benefits in the event of disability (500 percent)

You have agreed accident insurance with us with additional benefits in the event of disability. The degree of disability is determined in accordance with Clause 2.1 and Clause 3 of the General Accident Insurance Conditions (AUB 2008).

Clause 2.1 AUB 2008 is supplemented as follows:

- 1 If the accident occurred before the insured person reached the age of 65, we will pay:
  - double the disability benefit if the accident results in a degree of disability of at least 70%,
  - two and a half times the disability benefit if the accident results in a degree of disability of at least 80%,
  - three times the disability benefit if the accident results in a degree of disability of at least 90%,
  - four times the disability benefit if the accident results in a degree of disability of at least 95% and
  - five times the disability benefit if the accident results in a degree of disability of 100%.
- 2 The additional benefit is limited to a maximum of 500,000 euros for each insured person.
- 3 If the insured person has other accident insurance policies with the AXA Group, the maximum amount applies to all insurance policies together.

## 05. Special conditions for accident insurance with progressive disability scale (225 percent)

You have agreed an accident insurance with progressive disability scale with us. The degree of disability is determined in accordance with Clause 2.1 and Clause 3 of the General Accident Insurance Conditions (AUB 2008) and the accident occurred before the insured person reached the age of 65.

Clause 2.1 AUB 2008 is supplemented as follows:

- 1 For each percentage point that exceeds the accident-related degree of disability of 25 percent, we pay an additional 1 percent from the sum insured.
- 2 For each percentage point that exceeds the accident-related degree of disability of 50 percent, we will pay an additional 1 percent from the sum insured.

This addition affects the amount of the disability benefit in detail as follows:

Accident-Condition al inv. degree	Power from the insuran ce sum	Accident-Condition al inv. degree	Power from the insuran ce sum	Accident-Condition al inv. degree	Power from the insuran ce sum	Accident-Condition al inv. degree	Power from the insuran ce sum
%	%	%	%	%	%	%	%
26	27	45	65	64	117	83	174
27	29	46	67	65	120	84	177
28	31	47	69	66	123	85	180
29	33	48	71	67	126	86	183
30	35	49	73	68	129	87	186
31	37	50	75	69	132	88	189
32	39	51	78	70	135	89	192
33	41	52	81	71	138	90	195
34	43	53	84	72	141	91	198
35	45	54	87	73	144	92	201
36	47	55	90	74	147	93	204
37	49	56	93	75	150	94	207
38	51	57	96	76	153	95	210
39	53	58	99	77	156	96	213
40	55	59	102	78	159	97	216
41	57	60	105	79	162	98	219
42	59	61	108	80	165	99	222
43	61	62	111	81	168	100	225
44	63	63	114	82	171		

## 06. Special conditions for the insurance of an enhanced accident annuity

In addition to Clause 2 General Accident Insurance Conditions (AUB 2008), we shall pay an accident annuity in accordance with the following conditions.

### 1. Conditions for performance:

The requirements for a disability benefit are met in accordance with Clause 2.1.1 AUB 2008.

The accident has led to a degree of disability of at least 50 percent as determined in accordance with Clause 2.1 and Clause 3 AUB 2008. Agreed special member rates are not taken into account for the determination of the degree of disability.

### 2. Amount of the benefit:

We pay the accident annuity in the amount of the agreed sum insured.

Agreed progressive disability scales or other additional benefits in the event of disability are not taken into account when determining the amount of the benefit.

### 3. Doubling the power

If the accident results in a degree of disability of at least 75 percent before the insured person reaches the age of 65, we will pay double the accident pension.

### 4. Start and duration of the service

#### 4.1 We pay the accident pension

– retroactively from the beginning of the month in which the accident occurred, – monthly in advance.

#### 4.2 The accident pension is paid until the end of the month in which

– the insured person dies, or

– we inform you that a reassessment carried out in accordance with clause 9.4 AUB 2008 has shown that the degree of disability caused by the accident has fallen below 50 percent.

#### 4.3 The doubling of the accident annuity will cease at the end of the month in which we inform you that a remeasurement carried out in accordance with clause 9.4 AUB 2008 has shown that the degree of disability caused by the accident has fallen below 75 percent.

#### 4.4 We are entitled to request life certificates in order to check the conditions for drawing the pension. If you do not send us these certificates immediately, the pension payment will be suspended from the next due date.

## 07. Special conditions for the insurance of an accident pension in the event of a degree of disability of 50 percent or more

In addition to Clause 2 General Accident Insurance Conditions (AUB 2008), we shall pay an accident annuity in accordance with the following conditions.

### 1. Conditions for performance:

The accident has led to a degree of disability of at least 50 percent as determined in accordance with Clause 2.1 and Clause 3 AUB 2008. Agreed special limb rates for certain occupational groups are not taken into account for the determination of the degree of disability.

### 2. Amount of the benefit:

We pay the accident annuity in the amount of the agreed sum insured regardless of the age of the insured person.

Agreed progressive disability scales or other additional benefits in the event of disability are not taken into account when determining the amount of the benefit.

<p><b>3 Start and duration of the service</b></p> <p>3.1 We pay the accident pension</p> <ul style="list-style-type: none"> <li>- retroactively from the beginning of the month in which the accident occurred</li> <li>- monthly in advance.</li> </ul> <p>3.2 The accident pension is paid until the end of the month in which</p> <ul style="list-style-type: none"> <li>- the insured person dies, or</li> <li>- we inform you that a reassessment carried out in accordance with clause 9.4 AUB 2008 has shown that the degree of disability caused by the accident has fallen below 50 percent.</li> </ul>	<p><b>2 Payment of a pension from accident</b></p> <p>In addition to Clause 2 of the General Accident Insurance Conditions (AUB 2008), we will pay an annuity in accordance with the following conditions:</p> <p><b>2.1 Prerequisite for the performance</b></p> <p>The accident has led to a degree of disability of at least 50% as determined in accordance with Clause 2.1 and Clause 3 AUB 2008.</p> <p>Agreed limb rates for certain occupational groups are not taken into account when determining the degree of disability.</p>
<p><b>08. Special conditions for the insurance of an accident combined pension (BB U combined pension)</b></p>	<p><b>2.2 Amount of the benefit</b></p> <p>We pay the annuity in the amount of the agreed sum insured regardless of the age of the insured person.</p>
<p><b>1 Preamble</b></p> <p>The combined accident annuity is an independent benefit type within the framework of accident insurance, which can be concluded alone or in combination with other accident benefit types. This type of benefit - combined accident annuity - is always considered a separate contract.</p> <p>The provisions of the General Accident Insurance Conditions AUB 2008 apply; deviating provisions are described below.</p>	<p><b>2.3 Start and duration of the service</b></p> <p>We pay the pension</p> <ul style="list-style-type: none"> <li>- retroactively from the beginning of the month in which the accident occurred</li> <li>- monthly in advance.</li> </ul> <p>The pension is paid until the end of the month in which</p> <ul style="list-style-type: none"> <li>- the insured person dies, or</li> <li>- the reassessment has shown that the degree of disability caused by the accident has fallen below 50%.</li> </ul>
<p><b>1.1 What is insured and when are the benefits due?</b></p>	<p><b>2.4 Pre-existing conditions</b></p> <p>The provisions of Clause 3 AUB 2008 shall apply.</p>
<p><b>1.1.1 Performance cases</b></p> <p>The combined accident pension distinguishes between four benefit cases:</p> <p>The occurrence of the benefit case</p> <ul style="list-style-type: none"> <li>- after an accident (clause 2),</li> <li>- after defined impairment of the functional capacity of certain organs or defined impairment of physical and mental abilities as a result of individual specific diseases and due to accidents (organ concept (item 3)),</li> <li>- Loss of individual, defined basic abilities (item 4) and</li> <li>- after a care level has been determined in accordance with the Social Code (Clause 5). The benefit is paid as a pension.</li> </ul> <p>The occurrence of the benefit case must be before the main due date following the attainment of the age of 65.</p> <p>A benefit can only be provided once at a time from one of the four benefit cases.</p>	<p><b>3 Payment of a pension in the event of impairment of the functional capacity of certain organs or defined impairment of physical and mental abilities as a result of individual, specific illnesses and accidents (organ concept).</b></p> <p><b>3.1 Impairment of functional capacity according to the organ concept</b></p> <p>In deviation from Clause 1.3 of the General Accident Insurance Conditions (AUB 2008), the occurrence of an irreversible impairment of the functionality of the following described organs as defined in the organ concept or a defined impairment of physical and mental abilities as a result of individual specific illnesses which have arisen during the term of the contract and as a result of an accident shall be deemed to be a benefit case.</p>
<p><b>1.1.2 Dynamisation of the pension benefit</b></p> <p>The recognised benefit (pension) increases by 1.5% per annum as of each</p> <p>1.1. of each year; for the first time on 1.1. of the second year following the start of the pension.</p> <p>The amount of the combined accident annuity is rounded to the nearest euro.</p>	<p><b>3.1.1 Assessment standard</b></p> <p>The impairment of the insured organs and diseases correspond to a disability of more than 50% according to the standards of the assessments on which this contract is based. Only these assessment standards are to be used for the processing of benefits.</p>
<p><b>1.2 Which persons are not insurable?</b></p> <p>In addition to clause 4 AUB 2008, persons who have been granted a care level are also not covered. Sections 4.2 and 4.3 of the AUB 2008 do not apply if the impairments occur during the term of the contract.</p>	<p><b>3.1.1.1 Diseases of the brain and central nervous system</b></p> <p>Impairment of functional capacity is defined as any damage to the brain or spinal cord that leads to complete paralysis of a leg and an arm or half of the body.</p> <p>Complete means that 90% or more of the function of the extremities is lost.</p> <p>All other impairments following damage to the brain or central nervous system are assessed according to the definitions of basic abilities.</p>
<p><b>1.3 When does the contract end?</b></p> <p>The contract for the combined accident annuity ends - in deviation from Clause 10.2 AUB 2008 - without the need for termination, at the latest at the end of the insurance year in which the insured person reaches the age of 65.</p> <p>65 years of age or after payment of the first pension benefit.</p>	<p><b>3.1.1.2 Mental disorders or mental illness</b></p> <p>Insured are all mental or intellectual illnesses that are</p> <ul style="list-style-type: none"> <li>- have led to a permanent guardianship or conservatorship</li> <li>- have led to permanent placement in a closed facility</li> <li>- have led to a permanent loss of temporal and spatial orientation.</li> </ul> <p>However, insurance cover does not apply in the event of permanent closed accommodation due to a criminal offence, an addiction and its consequences or a suicide attempt and its consequences.</p>
<p><b>1.4 What are the requirements for drawing a pension?</b></p> <p>The insurer is entitled to request life certificates in order to check the prerequisites for drawing the pension. If these requested certificates are not sent to us immediately, the pension payment will be suspended from the next due date.</p>	<p><b>3.1.1.3 Heart attack and other heart diseases</b></p> <p>Impairment of functional capacity includes all heart diseases such as heart attacks, heart valve diseases, inflammations of the heart muscle or cardiac arrhythmias that have led to a considerable reduction in the pumping capacity of the heart.</p> <p>A considerable reduction in the pumping capacity is present in the case of:</p> <ul style="list-style-type: none"> <li>- Ejection fraction less than or equal to 30% or</li> <li>- Fractional shortening less than or equal to 15% or</li> <li>- Cardiac enlargement of cardiothoracic ratio greater than or equal to 1.5 or</li> <li>- NYHA (New York Heart Association) III or IV</li> </ul> <p>The condition must be irreversible and cannot be permanently improved beyond the level described above, even by medication.</p> <p>If the functional values are improved by transplantation, the service will continue to be provided.</p>
<p><b>1.5 What additional deadlines must be observed?</b></p> <p><b>1.5.1 Reporting deadlines</b></p> <p>The provisions of Clause 2 apply to the accident pension.</p> <p>2.1.1.1 AUB 2008.</p>	
<p><b>1.5.2 Further deadlines</b></p> <p>The insurer is obliged, either after completion of the treatment - but no later than 3 months after the application for a benefit - to carry out the examination of the prerequisites for benefits. If a claim for benefits is rejected, a new application for benefits may be submitted for the same illness at the earliest after a waiting period of 12 months.</p> <p>However, the insured person may also submit medical documents at shorter intervals at his/her own expense. If the case of benefit is then determined on the basis of the submitted documents, the insurer shall bear the costs incurred for the medical documents up to the amount of one monthly pension on a one-off basis.</p>	

<p><b>3.1.1.4 Kidneys</b></p> <p>Included are all diseases of the kidneys, such as immune diseases, chronic inflammations, injuries, vascular sclerosis, diabetes and hypertension.</p> <p>The service is provided in the case of any kidney disease that permanently and irreversibly reduces the performance of both kidneys to such an extent that the values</p> <ul style="list-style-type: none"> <li>– Glomerular filtration rate 40 ml/min/sqm body surface area resp.</li> <li>– creatinine clearance of 30 ml/min is not exceeded or the</li> <li>– creatinin value does not fall below 4 mg/dl.</li> </ul> <p>Improvement of the condition after kidney transplantation or during dialysis:</p> <p>If the values are improved by dialysis treatment and/or transplantation, the service will continue to be provided.</p>	<p><b>3.2 When is the benefit paid</b></p> <p>There is a waiting period of 6 months from the start of the contract for the provision of a benefit from this organ concept, except in the case of an accident.</p> <p>Benefits are paid from the date of the first determination of the benefit requirements specified in the organisation plan, but no longer than 6 months retroactively after notification to the insurer.</p> <p><b>3.3 Amount of the benefit</b></p> <p>We pay the annuity in the amount of the agreed sum insured regardless of the age of the insured person.</p> <p><b>3.4 Pre-existing conditions</b></p> <p>In amendment of Clause 3 AUB 2008, previous illnesses are not taken into account.</p> <p>Only the consequences of the illness that occurred during the term of the contract are insured.</p>
<p><b>3.1.1.5 Lungs</b></p> <p>Impairment of functional capacity is defined as any lung disease that permanently and irreversibly reduces the capacity of the lungs. Included are all diseases of the lungs, such as z. e.g. asthma, emphysema, chronic inflammation and injury. The power of the lungs is determined as a percentage of the norm.</p> <p>Reduction in function is determined using established guidelines for measuring the lungs. A reduction in lung function is significant if:</p> <ul style="list-style-type: none"> <li>– Forced expiratory volume (FEV1) less than or equal to 40% or</li> <li>– Vital capacity (VC) less than or equal to 40% or</li> <li>– oxygen partial pressure in the arterial blood (pO2) is less than or equal to 50%.</li> </ul> <p>An improvement of the values through the use of an oxygen device or through the artificial supply of oxygen is not considered an improvement of the functional impairment.</p> <p>If the functional values are improved by transplantation, the service will continue to be provided.</p>	<p><b>3.5 Start and duration of the service</b></p> <p>We pay the pension</p> <ul style="list-style-type: none"> <li>– retroactively from the beginning of the month in which the benefit prerequisite occurred</li> <li>– monthly in advance.</li> </ul> <p>The pension is paid until the end of the month in which the insured person dies.</p> <p><b>4 Payment of a pension in the event of loss of individual, defined basic abilities</b></p> <p>In deviation from Clause 1.3 of the General Accident Insurance Conditions (AUB 2008), the insured event occurs if the loss of individual, defined basic abilities due to accident or illness results in a score of at least 100 points according to an assessment scale and these are irreversible and no longer treatable.</p> <p>According to the standards of the assessments on which this contract is based, this corresponds to a disability of more than 50%. Only these valuation standards are to be applied for the processing of benefits.</p> <p>The loss of basic abilities must be proven by a medical certificate.</p> <p>The rating scale is described below.</p>
<p><b>3.1.1.6 Liver disease</b></p> <p>Impaired functioning is defined as any liver damage that significantly reduces the function of the liver. The reduction in the function of the liver is significantly reduced if at least two of the following conditions are met:</p> <ul style="list-style-type: none"> <li>– Occurrence of abdominal fluid (ascites)</li> <li>– Occurrence of varicose veins in the oesophagus</li> <li>– Bilirubin value greater than or equal to 3.0 mg/dl</li> <li>– Albumin value less than or equal to 3.5 g/dl</li> <li>– Quick value less than or equal to 40%</li> </ul> <p>The functional impairment must be irreversible and permanent.</p> <p>The benefit is not waived if the improvement in the function of the liver was due to a transplant.</p>	<p><b>4.1 How is it evaluated?</b></p> <p>The basic skills rating scale distinguishes between two basic skill types: A and B.</p> <p><b>4.1.1 Basic skills category A</b></p> <ul style="list-style-type: none"> <li>– View</li> <li>– Speak</li> <li>– Listen</li> <li>– orientate oneself</li> </ul> <p>Complete loss of one of the basic abilities in category A always results in 100 points.</p> <p><b>4.1.1.1 Loss of vision (blindness)</b></p> <p>Blindness in the sense of the basic abilities is the clinically proven, irreversible and untreatable reduction of the visual ability according to the following definition:</p> <p>The visual acuity in the better eye with the aid of aids is as follows</p>
<p><b>3.1.1.7 Cancer</b></p> <p><b>3.1.1.7.1 Cancer (without lymph nodes and blood cancer)</b></p> <p>A malignant tumour exists when there is uncontrolled growth, the seeding of tumour cells with migration into surrounding tissue and the destruction of healthy tissue.</p> <p>Cancers are described according to the size of the tumour (T) as T 1, T 2, T 3 or T 4, additionally according to the involvement of lymph nodes (N) and the seeding of the tumour (M).</p> <p>The service is provided at:</p> <ul style="list-style-type: none"> <li>– All tumours that have spread to other organs of the body (distant tumours). Metastases, M 1 positive) show</li> <li>– all tumours of size T 2 or stage 2 with lymph node involvement (N positive)</li> <li>– all tumours of size T 3 or stage 3 and above</li> <li>– this also applies in the case of recurrence of this cancer (relapse).</li> </ul> <p>Excluded are:</p> <ul style="list-style-type: none"> <li>– All carcinoma-in-situ</li> <li>– Cervical cancer CIN-1, CIN-2, CIN-3</li> <li>– all tumours of size T 1 and T 2 (without lymph node involvement or N positive)</li> <li>– and all skin cancers.</li> </ul> <p>However, malignant melanomas with a tumour thickness of more than 1.5 mm according to Breslow or Clark Level 3 are insured.</p>	<p>a) not more than 1/50, or</p> <p>b) not more than 1/35 if the visual field of that eye is reduced to 30 degrees or more, or</p> <p>c) not more than 1/20 if the visual field of that eye is reduced to 15 degrees or more, or</p> <p>d) not more than 1/10 if the visual field of that eye is reduced to 10 degrees or more, or</p> <p>e) more than 1/10 to full visual acuity if the visual field of that eye is reduced to 5 degrees or more.</p> <p>A claim for insurance benefit only arises if, according to general medical opinion, the visual acuity or the field of vision cannot be improved by aids, implants or other therapeutic measures to such an extent that blindness within the meaning of this benefit description no longer exists.</p> <p><b>4.1.1.2 Loss of speech</b></p> <p>An insured event is deemed to have occurred if the insured person is unable to pronounce any intelligible word due to irreversible damage to either the central nervous system (brain) or the speech apparatus (larynx, vocal cords, tongue).</p> <p>No benefits are provided for loss of speech due to non-organic causes. Psychogenic speech loss is also excluded from the insurance cover.</p> <p><b>4.1.1.3 hearing loss</b></p> <p>Paid if the person concerned is completely deaf on both sides based on the following definition.</p> <p>This is an irreversible and untreatable loss of hearing for all sound stimuli below 90 decibels.</p> <p>There is no entitlement to insurance benefits if, according to general medical opinion, the hearing ability can be improved by a hearing aid, implant or other aid or by therapeutic measures in such a way that sound stimuli below 90 decibels can also be heard.</p>
<p><b>3.1.1.7.2 Lymph node cancer and blood cancer</b></p> <p>This term covers all forms of tumours of the blood, the blood-forming organs and the lymphatic system, including leukaemia, lymphomas and Hodgkin's disease.</p> <p>Cancers of the blood and lymph nodes are divided into stages depending on their severity.</p> <p>The service is provided at:</p> <ul style="list-style-type: none"> <li>– all blood cancers or lymph node cancers of stage 2 or greater</li> <li>– this also applies in the case of recurrence of this cancer (relapse).</li> </ul>	



4.1.1.4	<b>Loss of orientation</b> Is provided if the person concerned: - is no longer able to orientate themselves in time, place and to their own person. This condition must be permanent and irreversible.	4.1.2.4	<b>Mobility</b>
4.1.2	<b>Basic skills category B</b> Category B distinguishes four assessment groups to which individual basic skills are assigned with corresponding point scores.	4.1.2.4.1	<b>Driving a car</b> The driving licence of the insured person has been withdrawn for medical reasons. Loss by misdemeanour is excluded. The driving authorisation is a driving licence of class "B" - status 2005 - (old: driving licence class III) Professional driving authorisations are not covered by these Regulation. <b>30 points</b>
4.1.2.1	<b>Upper extremities</b>	4.2	<b>When is the benefit paid?</b> There is a waiting period of 6 months from the start of the contract for the provision of a benefit from this basic capability concept. Benefits are paid from the date of the first determination of the benefit requirements specified in the basic capability concept, but no longer than 6 months retroactively after notification to the insurer.
4.1.2.1.1	<b>Hand functions</b> The insured person is no longer able to use a writing pen with either the left or right hand or to operate a keyboard <b>25 points</b> or cannot use knife and fork at the same time <b>25 points</b> or cannot pick up small parts such as a pencil from the floor. pick up <b>25 points</b> or cannot perform a twisting and lifting movement with a dumbbell of 2 kg with either the right or left hand. <b>25 points</b>	4.3	<b>Amount of the benefit</b> We pay the annuity in the amount of the agreed sum insured regardless of the age of the insured person.
4.1.2.1.2	<b>Lifting and carrying</b> The insured person is not able to move an object weighing 2 kg with either the right or the left arm from a table and carry it 5 m away. <b>25 points</b>	4.4	<b>Start and duration of the service</b> - We pay the pension retroactively from the beginning of the month in which the benefit condition occurred - monthly in advance. The pension is paid until the end of the month in which the insured person dies.
4.1.2.1.3	<b>Move arms</b> It is not possible for the insured person to put on a jacket or coat without assistance. This means: it is not possible to reach back to put on a coat or jacket with each arm. - "Reaching backwards" here means the upward and backward as well as the downward and backward movement (neck grip and apron tie grip) of both arms. "Jacket or coat" here means normal garments with sleeves. "Both arms" means that both the left and the right arm are restricted in the same way. <b>25 points</b>	4.5	<b>Pre-existing conditions</b> In amendment of Clause 3 AUB 2008, previous illnesses are not taken into account. Only the consequences of the illness that occurred during the term of the contract are insured.
4.1.2.2	<b>Lower extremities</b>	5	<b>Payment of a pension from care level according to the Social Code (SGB)</b> In addition to Clause 2 of the General Accident Insurance Conditions (AUB 2008), we will pay an annuity in accordance with the following conditions.
4.1.2.2.1	<b>Climb stairs</b> The insured person cannot go up or down stairs with 12 steps without pausing for at least one minute or holding on to the banister. The height of the steps should not be less than 18 cm: - Going up stairs <b>15 points</b> - Going down stairs <b>15 points</b>	5.1	<b>Prerequisite for the performance</b> The insured person receives a classification of care level I, II or III according to the German Social Code (SGB) due to an accident or due to an illness occurring for the first time during the term of the contract. According to the standards of the assessments on which this contract is based, this corresponds to a disability of more than 50%. Only these assessment standards are decisive for the processing of services.
4.1.2.2.2	<b>Not being able to walk</b> The insured person is no longer able to walk a distance of 200 m over a level floor without stopping, without supporting himself and/or without having to sit down. The duration of the distance should not exceed 10 minutes. Prescribed aids must be used. <b>30 points</b>	5.2	<b>Amount of the benefit</b> We pay the annuity in the amount of the agreed sum insured regardless of the age of the insured person.
4.1.2.2.3	<b>Standing</b> The insured person cannot stand for 10 minutes without supporting himself. Prescribed aids must be used. <b>30 points</b>	5.3	<b>Start and duration of the service</b> We pay the pension - retroactively from the beginning of the month in which care level I, II or III was awarded - monthly in advance. The pension is paid until the end of the month in which - the insured person dies, or - there is no longer a care level. The insured person is obliged to report the discontinuation of the care level within one month. However, if the pension has been paid for more than 3 years, it will continue to be paid even if the care level has ceased to exist after this period.
4.1.2.2.4	<b>Kneeling and bending</b> The insured person is no longer able to kneel down or bend down far enough to pick up a light object from the ground and then stand up again. <b>30 points</b>	5.4	<b>Pre-existing conditions</b> In amendment of Clause 3 of the General Accident Insurance Conditions AUB 2008, previous illnesses are not taken into account.
4.1.2.3	<b>Spine and pelvis</b>		
4.1.2.3.1	<b>Sitting and rising</b> Definition of "sitting" The insured person is no longer able to sit upright in an armchair for 30 minutes without touching the backrest with the body and using the armrests. <b>20 points</b> Definition of "rising": The insured person is no longer able to get up from an armchair without using his or her hands or arms. <b>20 points</b> "Without the use of the hands and arms" means: Without using the armrests of the chair and without the help of other people, aids or other objects.		
4.1.2.3.2	<b>Bend</b> The insured person is no longer able to pick up an object weighing 2 kg from a height of 40 cm and set it down on a 1 m high table. <b>30 points</b>		
			<b>09. Infection clause</b> In amendment to clause 5.2.4 AUB 2008 the following applies: Infections are also insured 1. through animal bites including consequences of infection 2. due to infectious diseases The following infectious diseases are insured: Lyme disease, brucellosis, cholera, diphtheria, three-day fever, echinococcosis (fox tapeworm), epidemic polio (poliomyelitis), TBE (early summer meningoencephalitis), typhus, yellow fever, meningitis, whooping cough, leprosy, malaria, measles, mumps, plague, rubella, sleeping sickness, rabies, tularemia (rabbit plague), tetanus (tetanus). and 3. Vaccine damage in the case of protective vaccinations against the aforementioned infectious diseases. 4. The insurance does not cover death due to infection following the events listed under 1 to 3.

## 10. Special conditions for premium waiver insurance in the event of unemployment

### § 1 Subject matter of this supplementary insurance

### § 2 The concept of involuntary unemployment

### § 3 Insurability

### § 4 Benefit requirements, waiting period

### § 5 Duration of benefits

### § 6 End of insurance

### § 7 Obligations in the event of an insured event

### § 1 Subject matter of this supplementary insurance

We grant exemption from contributions for periods in which you, as our contractual partner of the BBA, receive unemployment benefits from the Federal Employment Agency due to involuntary unemployment through no fault of your own.

### § 2 The concept of involuntary unemployment

(1) Involuntary and involuntary unemployment occurs when the employment relationship is terminated for reasons instigated by the employer, which are not the result of culpable conduct on the part of the employee (policyholder).

(2) We will not pay benefits if you were aware of the impending termination of your employment relationship when you concluded the contract.

### § 3 Insurability

Insurance cover is only provided for employees who are not younger than 20 and not older than 49 years of age at the time of taking out this supplementary insurance and who have been employed for at least two years in an employment relationship which has not been terminated and is of indefinite duration, which is subject to the obligation to pay contributions by the Federal Employment Agency and whose working hours amount to at least 22 hours per week. Training relationships are not employment relationships.

### § 4 Benefit requirements, waiting period

- (1) A prerequisite for benefits is that all contributions due have been paid.
- (2) Insurance cover only arises if the unemployment lasts for more than six weeks, but then retroactively from the beginning of the unemployment.
- (3) The insurance cover comes into effect 12 months after the start date specified in the insurance policy or addendum (waiting period).
- (4) Premium instalments that have already been paid when the insured event occurs will be offset against future premium claims.

### § 5 Duration of benefits

- (1) The maximum duration of benefits per insured event is 24 months.
- (2) The duration of benefits is graduated according to the number of uninterrupted insurance years of a property, accident, liability or motor vehicle contract existing for you with us (affiliation). If you have several insurance contracts, the longest membership counts.

Affiliation:	Benefit duration in months:
until end3 . PY	6
from 4. VJ	12
as of 6. vj	18
as of 8. vj	24

- (3) If you have already received benefits from the BBA within the last three years, these will be taken into account in a new benefit case.

### § 6 End of insurance

This premium waiver insurance ends - without the need for cancellation - with the main due date following the completion of your 55th year of life.

### § 7 Obligations in the event of an insured event

When the insured event occurs, you have given us

- Immediately notify the beginning and end of unemployment in writing
- submit the letter of dismissal with reasons for dismissal or a certificate from the employer stating the reason for dismissal
- immediately submit the benefit notification from the Federal Employment Agency.

If you intentionally or grossly negligently breach one of these obligations, we may be exempt from paying benefits in accordance with Section 28 of the German Insurance Contract Act (VVG).

## 11. Special conditions for the assessment of the degree of disability for health care professions

You have agreed accident insurance with us with improved benefits in the event of disability.

- 1 Notwithstanding Clause 2.1.2.2.1 of the General Accident Insurance Conditions (AUB 2008), the following degrees of disability apply exclusively in the event of loss or total functional incapacity of the body parts and sensory organs listed below:

Arm or hand _____	100%
thumb or index finger _____	60%
other finger _____	20%
Leg or foot _____	70%
big toe _____	8%
Other toe _____	3%
Eye _____	80%
Hearing in both ears _____	70%

- 2 In the event of partial loss or partial functional impairment of the aforementioned body parts and sensory organs, the corresponding part of the respective percentage shall apply.

## 12. Special conditions for the insurance of the costs of cosmetic surgery in accident insurance

In addition to No. 2 of the General Accident Insurance Conditions (AUB 2008), we will pay compensation for the costs of cosmetic operations caused by an accident.

### 1 Requirements for the benefits

The insured person has undergone cosmetic surgery following an accident covered by the contract.

Cosmetic surgery is defined as medical treatment carried out after completion of the medical treatment with the aim of remedying an impairment of the external appearance of the insured person caused by an accident.

- 1.2 Cosmetic surgery is performed within three years after the accident, in the case of accidents involving minors at the latest before the age of 21.

- 1.3 A third party is not obliged to perform or denies its obligation to perform.

### 2 Type and amount of the benefit

- 2.1 We shall pay compensation in total up to the amount of the agreed sum insured for proven

- Medical fees and other operation costs,
- necessary costs for accommodation and meals in a hospital,
- Dental treatment and denture costs incurred as a result of an accidental loss or partial loss of incisors and canines.

## 13. special conditions for accident insurance with an increase in benefits and premiums of at least 5 percent

You have agreed an accident insurance policy with us, the sums and premium of which will be adjusted.

- 1 We increase the sums insured in each case by the percentage by which the maximum contribution to the statutory pension insurance for employees is increased, but at least by 5 per cent. The increase shall take effect at the beginning of the insurance year following or coinciding with the effective date of the increase of the maximum contribution.
- 2 The sums insured are rounded up as follows:
  - for disability and death to a full 500 euros,
  - for the transitional benefit as well as the insurance of the costs of cosmetic surgery to a full 50 euros,
  - for the accident pension to a full 25 euros,
  - for daily allowance, hospital daily allowance and convalescence allowance to a full 0.50 euro.
- 3 The increased sums insured apply to all claims occurring after the increase date.
- 4 The premium increases in the same proportion as the sums insured.
- 5 You will receive written notification of the increase before the increase date. The increase will not apply if you object in writing within six weeks of our notification. We will inform you of the deadline.
- 6 You and we can also revoke this supplementary agreement for the entire remaining term of the contract. The revocation must be made in writing no later than three months before the end of the insurance year.
- 7 The dynamic of the entire contract ceases at the end of the insurance year in which one of the insured persons reaches the age of 65.

## 14. Special conditions for the temporary non-contributory insurance of newborns in the general accident insurance (Baby Plus 01/2006)

1. You, as the policyholder, already have insurance with the AXA Group.
2. If you apply for children's accident insurance within six months of the birth of the child and we accept this application, the newborn child will also be insured - free of premium - for the sums insured specified under No. 3. This applies until the day of the main maturity of the contract (12 noon) following the child's first birthday.
3. The additional - non-contributory - sums insured are as follows: Accident hospital daily allowance \_\_\_\_\_ 15 Euro  
convalescence allowance - 28 days \_\_\_\_\_ 15 euros  
Disability \_\_\_\_\_ 45,000 euros  
Transitional benefit \_\_\_\_\_ 1,250 euros  
Death benefit \_\_\_\_\_ 10,000 euros
4. If several accident insurance policies are or have been taken out with the AXA Group for the insured child, the sums stated in Clause 3 shall only apply once.

## 15. Additional condition for the improved convalescence allowance

You have agreed accident insurance with us with improved convalescence benefits.

Clause 2.5.2 of the General Accident Insurance Conditions (AUB 2008) is amended as follows:

The convalescence allowance is paid in the amount of the agreed sum insured for the same number of calendar days for which we pay daily hospital allowance, for a maximum of 100 days.

## 16. Additional conditions for spa cost allowance

In addition to Clause 2 of the General Accident Insurance Conditions (AUB 2008), we offer insurance cover for stays at a health resort in accordance with the following regulation:

### 1 Prerequisites for the benefits:

#### 1.1 The insured person has

- following an accident covered by the contract within the meaning of Clause 1 AUB 2008
- due to the damage to health caused by the accident or its consequences
- within three years from the date of the accident
- a medically necessary cure for a continuous period of at least three weeks.

You must provide evidence of these requirements in the form of a medical certificate.

#### 1.2 Inpatient treatment in which the medical treatment of the consequences of the accident is the main focus is not considered to be a cure.

### 2 Type and amount of the benefit:

The health cure allowance is paid once per accident up to the amount of the sum insured stated in the insurance policy. In this case, no. 3 AUB 2008 taken into account.

If several accident insurance policies exist with the AXA Group for the insured person, the agreed spa cost allowance can only be claimed from one of these policies.

### 3 Exclusion of dynamics

The sum insured does not participate in any increase in benefits and premiums agreed for other types of benefits.

## 17. Supplementary conditions for the inclusion of assistance benefits in the event of accidents

### § 1 Services

- I. Our assistance services are basically a service, and in certain cases costs are also reimbursed.
- II. An assistance service provider commissioned by us is responsible for services.

### § 2 General services

The assistance service provider accepts your reports at any time, even outside normal business hours, notifies us and provides you with assistance.

- (1) The assistance service provider gives you, as the policyholder, medical information about your destination country, before you start your journey;
- (2) gives you information about childcare placement and childminders;
- (3) advises you in cases of severe disability following an accident.

### § 3 Assistance in the event of domestic accidents

#### I. The assistance service provider

- (1) helps you with information about the possibilities of medical care and, at your request, establishes the necessary contacts between the insured person's family doctor and the attending doctor or hospital;
- (2) organises the repatriation of the insured person who has died as a result of an accident to his/her last permanent residence in Switzerland.

#### II. We will reimburse a total of up to 25,000 euros of the necessary costs incurred for

- (1) Search, rescue or recovery operations by rescue services, insofar as they are necessary because of an imminent accident, an accident that can be assumed under the circumstances or an actual accident involving the insured person;
- (2) the transport of the insured person to the nearest hospital or a special clinic, insofar as this is medically necessary and medically ordered;
- (3) the return transport of the insured person to his/her permanent place of residence in Germany, but only to the extent that the transport costs exceed the travel costs that would have been incurred for the return journey without the accident (additional costs), insofar as the additional costs were necessary due to the nature of the injuries sustained and are based on medical orders and are not covered by other service providers;

- (4) the repatriation of the insured person who has died as a result of an accident to his or her permanent place of residence in Germany.

#### III. Cost absorption for ambulance transports

For ambulance transport due to an accident, we will pay the statutory co-payment up to the amount of 15 euros.

### § 4 Assistance in the event of accidents abroad

Foreign countries within the meaning of the following conditions are all at least 50 km (as the crow flies) from the insured person's place of residence in Germany outside the Federal Republic of Germany.

Entitlement to benefits only exists for events during the first six weeks of a temporary stay abroad.

#### I. The assistance service provider organises for you

- (1) Search, rescue or recovery operations by rescue services, insofar as they are necessary because of an imminent accident, an accident that can be assumed under the circumstances or an actual accident involving the insured person;
- (2) the transport of the insured person to the nearest hospital or a special clinic, insofar as this is medically necessary and medically ordered;
- (3) the return transport of the insured person to his/her permanent place of residence in the home country;
- (4) the repatriation of the insured person who has died as a result of an accident to his/her last permanent residence in the country or his/her burial in the country in which the accident occurred, after consultation with the relatives;
- (5) notification of the accident to a person close to the insured person and, if the insured person so wishes, to his/her employer;
- (6) the payment of an advance on the daily hospital allowance by us, provided there is a claim to it; an advance payment does not imply any acknowledgement of the obligation to pay benefits;
- (7) the dispatch of necessary prescription medicines to the insured person's place of residence abroad, insofar as an authorisation for import or export can be obtained.

The necessity of sending medicines will be decided after consultation with the doctor treating the insured person abroad or the insured person's family doctor.

No medicines will be sent if a substitute preparation can be named that is available in the country where the insured person is receiving medical treatment for an accident or if the medicine is considered to be an addictive substance.

#### II. The assistance service provider will help you with information about known

- (1) institutions that can support the insured person;
- (2) diplomatic and consular representations of the Federal Republic of Germany;
- (3) Doctors, specialists and qualified hospitals;
- (4) German- or English-speaking lawyers or interpreters and establishes necessary contacts.

#### III. We replace

- (1) a total of up to 25,000 euros for rescue and transport measures after § 4 I. (1) - (4) of the necessary costs incurred; in the event of a return transport of the insured person to his permanent place of residence in Germany (§ 4 I. (3)) only the additional costs in accordance with § 3 II. (3); subsidiary to health and travel insurance.

### § 5 Multiple insurance

If other accident insurance policies exist with the AXA Group, the assistance benefits can only be claimed once.

### § 6 Reimbursement of costs by third parties

If costs are reimbursed to the insured person on another legal basis, claims can only be asserted against us for remaining costs.

### § 7 Exclusion of dynamics

The maximum premium of the assistance benefits does not participate in any increase in benefits and premiums agreed for other types of benefits.

## 18. Supplementary conditions for group accident insurance

The group accident insurance can be concluded with or without indication of the names of the insured persons. The agreed form results from the contract.

### 1 Insurances without name

- 1.1 Insurance cover is provided for the persons who belong to the group designated in the contract.
- 1.2 The persons to be insured must be named and identified by you in such a way that no doubts can arise as to whether the injured person belongs to the group of insured persons.
- 1.3 We will regularly ask you to inform us within one month of the number of persons insured in the previous period. This information must be provided by month and according to the highest level of each month. An average calculation is not permissible.  
If several groups of people are insured, we require this information separately for each group.
- 1.4 Based on the information you provide, we will calculate the premium payable for the past period and you will receive a statement from us.
- 1.5 The insurance cover of the individual insured person shall cease if he/she leaves the employment relationship existing with you or leaves the association.

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## **2 Insurances with name**

- 2.1 Insurance cover is provided for the persons named.
- 2.2 You can register uninsured persons for insurance at any time if their profession or occupation and the sums insured are the same as those of the already insured persons. For the persons added, insurance cover exists to the agreed extent from the time we receive your registration.
- 2.3 Persons in other professions or with other employment or with higher sums insured are only insured after you have agreed with us on sums insured and premium.
- 2.4 We have the right to refuse to insure the individual after assessing the risk. If we refuse, the insurance cover will expire one month after we have issued our declaration.
- 2.5 For insured persons who are to withdraw from the contract, the insurance cover expires at the earliest on the date on which we receive your notification.

## **3 Duration of contract (addition to No. 10 AUB 2008)**

- 3.1 We or you may terminate the insurance cover of the individual insured person by written notification if we have provided a benefit for him/her following an accident or if a claim for a benefit has been filed against us. The notification must be received by you no later than one month after the benefit was paid or - in the event of a lawsuit - after the action has been withdrawn, acknowledged, settled or the judgement has become final. The insurance cover expires one month after receipt of the notification.
- 3.2 The insurance contract ends when the business is discontinued or the association is dissolved. A transfer of business is not a cessation of business.
- 3.3 We are entitled to terminate the insurance relationship with one month's notice if insolvency proceedings are opened against your assets or the opening of such proceedings is rejected for lack of assets.

## **19. Special conditions for co-insurance of salvage costs in the general accident insurance**

In addition to Clause 2 of the General Accident Insurance Conditions (AUB 2008), we provide the following benefits.

### **1 Type of services**

- 1.1 Following an accident, we will reimburse the necessary costs incurred for search, rescue or recovery operations carried out by public-law or rescue services organised under private law, insofar as fees are usually charged for this.  
We will also reimburse these costs if the accident was imminent or if an accident was to be suspected according to the specific circumstances.
- 1.2 We will reimburse the costs for the medically ordered transport of the injured person to the nearest hospital or to a special clinic.
- 1.3 We will reimburse the additional expenses incurred when the injured person returns to his or her permanent place of residence, insofar as the additional costs are due to medical orders or were unavoidable due to the nature of the injury.
- 1.4 In the event of death due to an accident, we will reimburse the costs of repatriation to the last permanent residence.

### **2 Amount of benefits**

- 2.1 The total amount of benefits is limited to the amount stated in the insurance policy.
- 2.2 If other accident insurance policies exist with the AXA Group, the salvage costs can only be claimed once.
- 2.3 The maximum amount for the reimbursement of costs specified in the insurance policy does not participate in any increase in benefits and premiums (dynamic) agreed for other types of benefits.

### **3 Reimbursement of costs by third parties**

- 3.1 If another party is liable to pay compensation, you may only assert a claim for reimbursement against us for the remaining costs.
- 3.2 If another party liable to pay compensation disputes its obligation to pay benefits, you can contact us directly.