

**General Terms and Conditions of Liability Insurance PRO TRIP-WORLD-H**

**Liability insurance for students, grantees, trainees, doctoral students, language students, and au pairs in Germany and worldwide**

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**General Terms and Conditions of Liability Insurance (AHB)**

**Scope of the insurance cover**

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

- 1.1 The insurer provides the policyholder with insurance cover for claims for compensation brought against him/her by a third party on the basis of civil-law provisions governing third-party liability arising from an insured event occurring during the period of the insurance which has resulted in bodily injury, damage to property, or financial loss. The insured event is the event which resulted directly in the loss to the third party. The time of occurrence of the cause which led to the insured event is immaterial.
- 1.2 Insurance cover does not extend to claims, even statutory liability claims,
  - 1.2.1 for fulfilment of contract, remedial action, work performed by the purchaser or others in lieu of fulfilment of contract, withdrawal from contract, reduction of purchase price, damages paid in lieu of services;
  - 1.2.2 for damage caused in order to be able to perform the remedial action;
  - 1.2.3 for loss of use of the object that is the subject of the contract, or failure of the contractual services to produce the promised success;
  - 1.2.4 for reimbursement of expenditure incurred in vain in expectation of proper fulfilment of the contract;
  - 1.2.5 for reimbursement of pure financial loss suffered due to delays in the performance of the contractual services;
  - 1.2.6 on the grounds of other compensations made in lieu of fulfilment.

**2. Pure financial losses, loss of property**

- Insurance cover may be extended by special agreement to include the policyholder's civil-law liability for
- 2.1 financial losses which have occurred as a result neither of bodily injury nor of property damage;
  - 2.2 the disappearance/loss of property. Insurance cover for the loss of property is subject to the same conditions as the cover for property damage.

**3. Insured risk**

- 3.1 The insurance covers the legal liability of the policyholder arising from
  - 3.1.1 the risks set down in the insurance policy and any endorsements thereto,
  - 3.1.2 any aggravation of or extensions to the risks set down in the insurance policy and its endorsements, provided they do not arise from the possession or operation of aircraft, motor vehicles or watercraft subject to compulsory insurance, or from other risks subject to mandatory insurance,
  - 3.1.3 any new risks which ensue for the policyholder after conclusion of the insurance contract (automatic extension of cover) and which are explained in No. 4 below.
- 3.2 Insurance cover also extends to aggravation of the insured risk arising from amendments to existing laws or the issuing of new legal provisions. In this case, however, the policyholder is entitled to cancel the policy subject to the provisions set down in No. 21 below.

**4. Automatic extension of cover**

- 4.1 New risks arising after conclusion of the insurance contract are automatically insured within the terms of the existing agreement.
  - 4.1.1 However, at the request of the insurer, which may take the form of a printed note on the premium invoice, the policyholder is obliged to notify the insurer, within one month of receiving such a request, of any new risk that has arisen in the meantime. If the policyholder fails to notify the insurer in good time, the insurance cover for that risk shall lapse retroactively from the inception of said risk. If an insured event occurs before the new risk has been notified to the insurer, it is up to the policyholder to prove that the new risk arose after conclusion of the insurance contract but before the time-limit for notification had elapsed.

- 4.1.2 The insurer is entitled to request payment of an appropriate premium for the new risk. If agreement on the amount of the premium is not reached within a month of notification being received, insurance cover for the new risk shall lapse retroactively from the inception of said risk.
- 4.2 Insurance cover for any new risks from their point of origin to the time when agreement is reached in the sense of No. 4.1.2 above is limited to € 500,000 for bodily injury and € 150,000 for property damage, and where agreed, for pure financial losses.
- 4.3 Automatic extension of cover does not extend to risks
  - 4.3.1 arising out of the policyholder's capacity as proprietor, owner, operator or pilot of motor vehicles, aircraft or watercraft if said vehicles are subject to compulsory registration and insurance, and require a license to operate;
  - 4.3.2 arising out of the policyholder's capacity as proprietor, owner or operator of railways;
  - 4.3.3 which are subject to mandatory insurance;
  - 4.3.4 which will exist for less than one year and which must, therefore, be insured via short-term insurance agreements.

**5. Insurance benefits**

- 5.1 The insurance cover comprises investigation of the policyholder's liability, defence against unjustified claims, and indemnification of the policyholder for compensation he/she has been required to pay on the grounds of a legitimate claim.
 

Legitimate claims are those founded on any admission given or approved by the insurer, on any out-of-court settlement concluded or approved by the insurer, or on any judicial ruling. Admissions or out-of-court settlements given or made by the policyholder without the approval of the insurer shall be binding upon the insurer only insofar as the claim would have stood even without the admission or out-of-court settlement.

If the payment obligation of the insurer has been established, the payment must be made within two weeks.
- 5.2 The insurer is authorized to issue, in the policyholder's name, all declarations that he deems expedient in the context of his obligation to settle or defend the claim. If the policyholder becomes involved in a lawsuit with an injured party or the latter's estate over a claim arising out of an insured event, the insurer is entitled to conduct the defence at his own expense in the policyholder's name.
- 5.3 If the insurer desires or approves the retention of defence counsel for the policyholder in criminal proceedings arising from an occurrence which may result in a third-party liability claim covered by the insurance, the insurer shall bear the standard fees of legal representation as laid down in the scale of charges for the legal professions, or such higher defence fees as may have been agreed with the insurer.
- 5.4 If the policyholder or another insured person becomes entitled to avoid or reduce an annuity awarded for an insured event, the insurer is empowered to exercise this right as well.

**6. Benefit limitations**

- 6.1 The limits of indemnity indicated in the insurance policy constitute the maximum amounts payable by the insurer for any one claim. This also applies if the insurance cover extends to several persons liable to pay damages.
- 6.2 Unless otherwise agreed, the aggregate amount which the insurer will pay for all occurrences during any one insurance year is limited to twice the agreed limit of indemnity per occurrence.
- 6.3 Several insured events occurring during the same policy period shall be deemed to be one and the same occurrence if they
  - are attributable to the same cause,
  - are attributable to causes that are intrinsically connected in nature and in time,
  - result from the repeated distribution of goods with the same intrinsic defects.
- 6.4 Subject to special agreement, the policyholder may agree to assume a certain amount, stipulated in the insurance policy and its endorsements, of the compensation payable in respect of a claim (deductible). Unless otherwise agreed, the insurer is obliged, in cases such as these too, to provide defence against unfounded claims.
- 6.5 The insurer's outlay for such expenses does not count towards the limits of indemnity.
- 6.6 If the amount of all legitimate claims arising from an insured event exceed the limit of indemnity, the insurer will pay only that proportion of the costs of legal proceedings that corresponds to the ratio of the limit of indemnity to the total amount of the claim.
- 6.7 If the policyholder is required to pay the claimant a disability pension, the capital value of which exceeds the limit of indemnity or any amount remaining under that limit after all other indemnities in respect of the same occurrence have been paid, the insurer shall reimburse only that proportion of the pension which corresponds to the ratio of the limit of indemnity or the remainder thereof to the capital value of the pension.

The annuity value is calculated on the basis of the provisions set out in the German ordinance on motor third-party liability insurance, as amended, at the time the insured event occurred.

In calculating the sum with which the policyholder must participate in on-going annuity payments, if the capital value of the annuity exceeds the insured sum or

remainder of the insured sum after deduction of other payments, the other payments are deducted in full from the sum insured.

- 6.8 If settlement of a third-party liability claim by admission, satisfaction or compromise, at the discretion of the insurer, is obstructed by the policyholder, the insurer shall not be required to bear any additional settlement, interest, or any other costs incurred as a result of and as of the time of the obstruction.

## 7. Exclusions

Unless otherwise expressly agreed in the insurance policy or the endorsements thereto, insurance cover shall not extend to the following:

- 7.1 Insurance claims made by any persons who have deliberately caused the damage in question.
- 7.2 Insurance claims made by any persons who have
- marketed products, or
  - rendered work or other services
- in full knowledge of the defective nature or harmfulness of said goods or services.
- 7.3 Liability claims on the grounds of a contractual agreement or express warranty that are above and beyond the scope of statutory liability.
- 7.4 Liability claims
- 7.4.1 made by the policyholder himself or the persons named in No.7.5 below against other persons insured under the policy,
- 7.4.2 between two or more policyholders of one and the same insurance contract,
- 7.4.3 between two or more persons insured under the same insurance contract.
- 7.4.4 These exclusions apply to liability claims made by relatives of the above-mentioned person(s) who are members of the latter's household.
- 7.5 Liability claims made against the policyholder
- 7.5.1 based on incidents involving the relatives of the policyholder who are members of the latter's household or who are among the other persons insured under the insurance contract.
- 7.5.2 by the legal representatives of the policyholder if the latter is legally incapacitated or of limited legal capacity;
- 7.5.3 by the legal representatives of the policyholder if the latter is a legal entity under private or public law, or an association without legal status;
- 7.5.4 by the partners of the policyholder if they are personally liable without limitation and the policyholder is a general commercial partnership, a limited partnership or a civil-law association;
- 7.5.5 by his partners, if the policyholder is a registered partnership;
- 7.5.6 by his liquidators and administrators.
- 7.5.7 The exclusion clauses listed under Nos. 7.5.2 to 7.5.6 above also apply to liability claims by relatives of the persons mentioned thereunder if they share a common household.
- 7.6 Claims for damage to third-party effects and all pure financial losses where the policyholder has rented, leased, borrowed this property or acquired it through unlawful acts, or they are subject to a special administration. If the prerequisites for the above exclusion are present in the persons of the employees, workers, officials, authorized representatives or agents of the policyholder, the insurance cover also lapses, both for the policyholder and for any persons co-insured under the policy.
- 7.7 Claims for damage to third-party effects and all pure financial losses where
- 7.7.1 the damage has occurred through business or occupational activities carried out by the policyholder on these effects (processing, repair, transportation, testing, etc.); in the case of immovable effects, this exclusion only applies if the effects or parts thereof were directly affected by the activity;
- 7.7.2 the damage has occurred through the policyholder using these effects to carry out his/her commercial or occupational activities (i.e. as tools, auxiliary agents, material storage area, etc.); in the case of immovable effects, this exclusion only applies if the effects or parts thereof were directly affected by the activity;
- 7.7.3 the damage has occurred through business or occupational activities carried out by the policyholder and the effects – if immovable effects are involved – or parts thereof were in the immediate vicinity of the activity; this exclusion does not apply if the policyholder can prove that, at the time of the activity, he/she had taken all the necessary steps to prevent damage occurring.
- 7.7.4 If the prerequisites for the above exclusion are present in the persons of the employees, workers, officials, authorised representatives or agents of the policyholder, the insurance cover also lapses, both for the policyholder and for any persons co-insured under the policy.
- 7.8 Claims for damage to third-party effects and all pure financial losses to objects manufactured or supplied, or to work performed by the policyholder (or by third parties on his behalf or for his account) as a result of any cause inherent in the manufacture or supply.
- This also applies if the cause of the damage was located in a single, defective component of the object or in one part of the service rendered, and resulted in the impairment or destruction of the object or service as a whole.
- This exclusion applies also if a third party has manufactured or supplied goods, or performed work or rendered any other services on behalf of or for the account of the policyholder.
- 7.9 Liability claims resulting from loss events occurring abroad; however, claims pursuant to Art. 110 of the German social security regulations (Sozialgesetzbuch VII) are covered.
- 7.10.1 Claims for damages brought against the policyholder for environmental damage pursuant to the German Environmental Impairment Act or other national legislation based on EU Environmental Liability Directive (2004/35/EC). This applies also to cases where third parties file claims against the policyholder under private law for damages arising out of such environmental damage.
- Insurance cover shall, however, remain for claims for damages brought against the policyholder by third parties which, even in the absence of the German Environmental Impairment Act or other national
- 7.10.2 legislation based on EU Environmental liability Directive (2004/35/EC), could have been asserted on the basis of statutory liability provisions under private law.
- This exclusion does not apply to the insurance of personal liability risks.
- 7.10.2 Third-party liability claims for losses as a result of environmental damage. These

include damage caused by fire and/or explosion.

This exclusion does not apply

- a) to the insurance of personal liability risks;
- b) to environmental damage caused by products (also waste products) produced or delivered by the policyholder, through work or other activities after implementation or after completion of the work (product liability).

Insurance cover does not, however, extend to environmental damage resulting from the planning, production, delivery, assembly, dismantling, repair or maintenance of

- installations intended for the production, processing, storage, depositing, conveying or disposal of substances harmful to waterbodies (Waterbodies Act [WHG] installations);
  - installations set out in appendices 1 or 2 of the German Environmental Liability Act (UmweltHG installations);
  - installations which, in accordance with environmental protection regulations, must be authorised or declared;
- or other related components which are clearly intended for use in such installations.

- 7.11 Liability claims for damage due to asbestos, or substances or products containing asbestos.
- 7.12 Liability claims for damage directly or indirectly connected to energy-rich ionising radiation (e.g. alpha, beta and gamma radiation emitted from radioactive substances, as well as radiation generated by x-rays).
- 7.13 Liability claims for damage due to
- 7.13.1 genetic engineering,
- 7.13.2 genetically modified organisms („GMOs“),
- 7.13.3 products which
- contain compounds of GMOs,
  - were made from or with the aid of GMOs.
- 7.14 Liability claims for property damage arising from
- 7.14.1 waste water, unless this is domestic waste water,
- 7.14.2 subsidence of sites, or landslides,
- 7.14.3 flooding caused by standing or flowing water.
- 7.15 Liability claims for damage arising from the exchange, transmission or provision of electronic data, unless this damage was caused by
- 7.15.1 data having been deleted, suppressed, rendered unusable or modified,
- 7.15.2 data having not been entered or saved correctly,
- 7.15.3 access to electronic data exchange networks having been interrupted,
- 7.15.4 confidential data or information having been transmitted.
- 7.16 Liability claims due to damage arising from naming or personality rights.
- 7.17 Liability claims due to hostility, mobbing, harassment, unfair treatment, and other forms of discrimination.
- 7.18 Liability claims for personal injury/harm resulting from the transmission of an illness of the policyholder, as well as material/property damage caused by animals belonging to, kept by or sold by the policyholder, unless the policyholder can prove that he has not acted in a malicious or grossly negligent manner.

## Inception of the insurance cover / premium payment

### 8. Inception of the insurance cover

Insurance cover commences at the time stated in the policy document, provided that the policyholder has paid the initial or single premium within the period provided for in No. 9.1. The invoiced premium includes the insurance tax payable by the policyholder at the statutory rate applicable.

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

- 9.1 The initial or single premium is payable immediately upon conclusion of the insurance contract, but no earlier than on the date of inception of cover.
- If the premium for the year is payable in instalments, the initial premium is considered to be the first instalment of the first annual premium.
- 9.2 If the policyholder fails to pay the initial or single premium in good time but at some later date, the insurance cover shall accept at that later date. This does not apply if the policyholder can prove that the non-payment is due to reasons beyond his control. If the premium has not yet been paid when a covered event occurs, the insurer is exempt from his obligation to pay only if he drew the policyholder's attention to the legal consequence of not paying the premium by way of a separate written advice or clear notification in the policy document.
- 9.3 If the policyholder fails to pay the initial or single premium in good time, the insurer can withdraw from the policy for as long as the premium has not been paid. The insurer is not entitled to withdraw if the policyholder can prove that the non-payment is due to reasons beyond his control.
- 9.4 If the first premium is not paid on time, the policyholder is considered as being in default 30 days after the expiry of the objection period of 14 days as set out in the policy document and after receipt of a payment request, unless the policyholder is not responsible for the delayed payment. The insurer is entitled to request compensation for the loss incurred through the delay.

### 10. Payment of premiums and consequences of late payment / renewal premium

- 10.1 Unless otherwise agreed, the renewal premiums are payable on the first day of the first month of the agreed premium-payment period.
- Payment shall be deemed to have been made on time if it is made at the time stated in the policy document or in the premium statement.
- 10.2 If any renewal premium is not paid on time, the policyholder will - without a reminder having been sent - be deemed in arrears, unless the delay in payment is due to reasons beyond his control.
- The insurer is entitled to request compensation for the loss incurred through the delay.
- If any renewal premium is not paid on time, the insurer may, by written notice

- and at the policyholder's expense, set a period of grace of at least two weeks, within which the premium must be paid. This provision is effective only if it contains a breakdown of the individual amounts outstanding, the interest, and the costs, and explains the legal consequences in accordance with Nos. 10.3 and 10.4 that are associated with the expiry of this period.
- 10.3 If the policyholder is still in arrears with the payment upon expiry of this period, insurance cover will be suspended until such time as the payment is made, provided that the policyholder was informed of this consequence in the payment request as per No. 10.2, paragraph 3 above.
- 10.4 If the policyholder is still in arrears with the payment upon expiry of this period, the insurer may serve notice to terminate the insurance contract without a period of grace, provided that the policyholder was informed of this consequence in the payment request as per No. 10.2, paragraph 3 above.
- This notice of termination may be served even at the time when the period of grace is set if the policyholder is still in default with payment at that time; this fact shall be brought to the attention of the policyholder expressly in the payment request as per No. 10.2, paragraph 3 above.
- If the insurer exercises this right of termination but the policyholder pays the outstanding amount within one month, the contract is re-instated.
- However, insurance cover is not re-instated for insured events which may occur between expiry of the period of grace as per No. 10.3 and payment of the outstanding amount.
11. **Timeliness of payments in the case of direct debiting**
- If payment of the premium by direct debit from a bank account has been agreed, payment shall be deemed to have been made on time if the premium can be debited on the due date and the policyholder does not revoke an authorised debit.
- If the insurer is unable to debit a due premium through no fault of the policyholder, payment shall be deemed to have been made on time if it is made without delay upon receipt of the insurer's written request for payment.
- If the amount due cannot be drawn because the policyholder has revoked the direct debit authorisation or for other reasons for which the policyholder is responsible, the insurer may insist on future payments being made by a procedure other than by direct debit. The policyholder is not obliged to transfer the premium amount until the insurer requests him in writing to do so.
12. **Payment by instalment and consequences of late payment**
- If the premium for the year is payable in instalments, the remaining instalments become due immediately if the policyholder falls into arrears on any one instalment. The insurer may insist on annual advance payments in the future.
13. **Premium adjustment**
- 13.1 The policyholder must, when requested by the insurer, which can be by way of a notice printed on the premium invoice, indicate whether and what changes to the insured risk have occurred in the details given for the purpose of assessing the premium. This information must be provided within one month of receipt of the request. At the request of the insurer, these details must be verified. Incorrect details to the detriment of the insurer entitle the insurer to impose on the policyholder a contractual penalty amounting to three times the amount of the determined premium difference, unless the policyholder can prove that the incorrect details were provided through no fault of his own.
- 13.2 On the basis of the notification of changes or other findings, the premium is corrected in accordance with the time of the change (premium adjustment). In the event of a risk ceasing to exist, any reduction in premium is calculated as of the time the insurer received notification. However, the new premium calculated may not be less than the minimum premium agreed in the insurance contract. Any increases or reductions in minimum premium that occurred in accordance with No. 15.1 after taking out the insurance, will be taken into account.
- 13.3 If the policyholder fails to submit the above notification in good time, the insurer can, for the period for which the details were to be given, demand payment of an additional premium amounting to the premium already paid for this period. If the details are subsequently provided, the premium will be adjusted accordingly. In this case, the insurer is obliged to reimburse the policyholder for any excess premium paid only if the details are provided within two months of notification of the increase in premium being received.
- 13.4 The above provisions also apply to insurance contracts for which the premiums are paid for several years in advance.
14. **Premiums in the case of premature termination**
- If the insurance contract is terminated before the expiry of the insurance period, the insurer is entitled, unless otherwise stipulated by law, only to that part of the premium corresponding to the period actually covered.
15. **Premium alignment**
- 15.1 Insurance premiums are subject to alignment. If premiums are calculated on the basis of a salary, building or turnover sum, premium adjustment does not take place. Minimum premiums are subject to alignment irrespective of the way in which they were calculated.
- 15.2 On 1st July each year, an independent trustee determines the percentage by which average claims payments made in the past calendar year by insurers authorised to provide general liability insurance has increased or decreased compared to the previous year. The figure calculated is then rounded down to the next lowest whole number divisible by five. Claims payments are also considered to be costs incurred in individual claims for determining the basis and amount of the insurance benefits payable. The average of the claims payments in a calendar year is the sum of the claims payments made during the year divided by the number of newly registered claims within the same period.
- 15.3 In the event of an increase the insurer is entitled, and in the event of a decrease obliged to adjust the following year's premium by the percentage resulting from No. 15.2 above (premium alignment). The change in premium for the following year is notified to the policyholder with the premium invoice. If the average of the insurer's claims payments has increased in each of the last five calendar years by a percentage lower than that determined by the trustee for each of these years in accordance with No. 15.2 above, the insurer may increase the premium for the following year only by the percentage by which his claims payments have increased in the previous calendar year in accordance with his internal company figures; this increase must not exceed that which would result in accordance with the above paragraph.
- 15.4 If the change in accordance with Nos. 15.2 or 15.3 above is under 5 percent, premium adjustment does not take place.
16. **Policy period, termination of the insurance/cancellation of the insurance**
- 16.1 The insurance is concluded for the period indicated in the policy document.
- 16.2 With a policy period of at least one year, the policy renews automatically by one year at the end of the agreed period unless the other party has received written notice of termination at least three months prior to expiry.
- 16.3 In the case of a policy period of less than one year, the policy ends at the envisaged time without notice being required.
- 16.4 In the case of a policy duration of more than three years, the policyholder may cancel the policy at the end of the fifth year or each following year; written notice of cancellation must be received by the other party at least three months before the end of the insurance year in question.
17. **Insured risk ceases to exist**
- If insured risks cease to exist either in part or in full, the insurer is entitled to the premium which he could have charged if the insurance cover for these risks had been applied for only up to the point in time at which he became aware of the cessation.
18. **Cancellation due to premium alignment**
- If the premium increases as a result of the premium alignment in accordance with No. 15.3 above without the scope of the insurance cover changing, the policyholder may cancel the insurance policy with immediate effect within one month of notification by the insurer, but at the earliest at the time at which the premium increase was to take effect.
- The insurer must point out the right of cancellation to which the policyholder is entitled upon notifying him of the premium increase. The policyholder must receive this notification no later than one month before the premium increase becomes effective.
- An increase in insurance tax does not constitute a cancellation right.
19. **Cancellation due to an insured event**
- 19.1 Notice of cancellation can be served on the insurance policy if
- the insurer has paid a claim, or
  - a lawsuit concerning a liability claim insured under the policy has been served to the policyholder (to the insurer in the case of compulsory insurance).
- The written cancellation notice must be received by the other party within one month of the claim being paid or the lawsuit being served.
- 19.2 Cancellation by the policyholder becomes effective immediately on receipt by the insurer. However, the policyholder can stipulate that the cancellation should take effect at a later date, but at the latest at the end of the current insurance period.
- Cancellation on the part of the insurer becomes effective one month after it was received by the policyholder.
20. **Cancellation due to the sale of insured entities**
- 20.1 If a company which has taken out third party liability insurance is sold to a third party, the latter will assume the rights and obligations of the policyholder arising from the insurance relationship for the duration of ownership.
- This also applies if a company is taken over by a third party (new owner) on the basis of a usufruct, lease agreement or similar relationship.
- 20.2 In this event, the insurance relationship may be cancelled in writing
- by the insurer vis-à-vis the third party with one month's notice,
  - by the third party vis-à-vis the insurer with immediate effect or to the end of the current insurance period.
- 20.3 The right of cancellation lapses
- if the insurer fails to exercise his right within a month of becoming aware of the transfer to the third party;
  - if the third party fails to exercise his right within one month of the transfer, whereby the cancellation right remains in existence for one month from the time the third party became aware of the insurance.
- 20.4 If the transfer to the third party takes place during a current insurance period, the former policyholder and the third party are jointly and severally liable for paying the insurance premium for this period.
- 20.5 The former policyholder or the third party must notify the insurer of the transfer of the company without delay.
- In the event of a culpable breach of the obligation to notify, insurance cover will lapse if the insured event occurs later than one month after the time at which the insurer should have been notified, and the insurer failed to conclude the insurance treaty presently in force with the seller with the new owner.
- The insurance cover is restored and applies to all claims which arise at least one month after the time the insurer becomes aware of the sale. This only applies, however, if the insurer has not exercised his right of cancellation during this month.
- The insurance cover will not lapse despite breach of the obligation to notify if the insurer was aware of the sale at the time he should have been notified.
21. **Cancellation due to aggravation of risk or new legislation coming into effect**
- If the insured risk is aggravated due to new or amended legislation, the insurer may cancel the insurance contract with one month's notice. This right to cancellation lapses if the insurer fails to exercise it within one month of becoming aware of the aggravation of the risk.
22. **Double insurance coverage**
- 22.1 Double insurance coverage is said to exist when one and the same interest is insured against the same risk in several different insurance policies.
- 22.2 If double insurance has come about without the policyholder's knowledge, he may request that the more recently concluded contract be annulled.
- 22.3 The right to annulment lapses if not exercised by the policyholder within a month of becoming aware of the double insurance. The annulment takes effect on the date on which the annulment request reaches the insurer.



## Policyholder's duties

### 23. Duty of precontractual disclosure

#### 23.1 Completeness and accuracy of material facts and circumstances

Up to the time when he submits his declaration, the policyholder shall render to the insurer a faithful and complete account, in writing, of all material facts and circumstances known to him that might influence the insurer's decision to conclude the contract with the proposed content, and, in particular, to answer the questions the insurer has set down in writing. Further, the policyholder shall provide answers to questions set down by the insurer in writing within the meaning of sentence 1 above after the declaration has been submitted but before the proposal has been accepted.

A material fact is a circumstance that would influence the insurer's decision to accept or decline the insurance contract.

If the policy is taken out by an authorised representative of the policyholder and if this person is aware of the material facts and circumstances, the policyholder must submit to being treated as if he had himself had such knowledge or had concealed such circumstances with intent to deceive.

#### 23.2 Withdrawal from the insurance contract

##### 23.2.1 Incomplete or inaccurate declarations concerning material facts and circumstances entitle the insurer to withdraw from the insurance contract.

##### 23.2.2 The insurer does not have the right to withdraw from the contract if the policyholder can prove that the incomplete or inaccurate material facts and circumstances were not submitted deliberately or as a result of gross negligence.

The insurer's right to withdraw from the contract due to a grossly negligent breach of precontractual duty to disclose does not apply if the policyholder can prove that the insurer would have concluded the insurance contract anyway, even if he had been aware of the undeclared facts and circumstances, albeit with different terms and conditions.

##### 23.2.3 If the insurer withdraws from the contract, the insurance cover lapses.

If the insurer withdraws from the contract after a loss event has already occurred, he may not refuse cover if the policyholder can prove that the incomplete or inaccurate information disclosed influenced neither the loss event occurring nor the size or scale of the payment obligation. In this case too, however, insurance cover will lapse if the policyholder breached the duty of disclosure with malicious intent.

However, the insurer retains his entitlement to the part of the premium which corresponds to the policy period that had elapsed at the time the declaration of withdrawal became effective.

#### 23.3 Premium adjustment or right to cancel the contract

If the insurer is unable to withdraw from the contract because the policyholder can prove that the incorrect or incomplete declarations were made through no fault of his own, the insurer is entitled to cancel the insurance policy with one month's written notice.

The insurer's right to cancel does not apply if the policyholder can prove that the insurer would have concluded the insurance contract anyway, even if he had been aware of the undeclared facts and circumstances, albeit with different terms and conditions.

If the insurer is not entitled to withdraw or cancel because it has been proved that he would have concluded the insurance contract even if he had been aware of the undeclared facts and circumstances, albeit with different terms and conditions, he may request for these amended terms and conditions to be incorporated into the insurance contract with retroactive effect. If the policyholder was not responsible for the breach of duty, the amended terms and conditions will be incorporated into the insurance contract as from the current period of insurance.

If, as a result of the contract amendment, the insurer increases the premium by more than 10 % or excludes the hitherto undeclared circumstance from insurance cover, the policyholder is entitled to cancel the insurance contract without notice within a month of receiving the notification from the insurer.

The insurer must exercise the rights to which he is entitled in accordance with Nos. 23.2 and 23.3 above in writing within one month of the time at which he became aware of the breach of duty of disclosure upon which his rights are founded. He must state the circumstances on which his claim is based and may submit further circumstances justifying his case at a later date provided that the one-month deadline has not passed. The insurer is entitled to exercise his rights under Nos. 23.2 and 23.3 above only if he has drawn the policyholder's attention to the legal consequences of a breach of duty of precontractual disclosure.

The insurer is not entitled to exercise his rights under Nos. 23.2 and 23.3 above if he was aware of the undeclared material circumstance the inaccurate disclosure.

#### 23.4 Lapsing of the insurer's rights

The insurer's rights under Nos. 23.2 and 23.3 above lapse five years after the insurance contract was concluded. This does not apply to insured events that occurred before this period ended. The period extends to 10 years if the policyholder or his authorised representative deliberately or fraudulently breached the duty of disclosure.

#### 23.5 Avoidance

The insurer's right to avoid the contract on the grounds of fraudulent misrepresentation of material circumstances remains unaffected. In the event of avoidance, the insurer retains his entitlement to the part of the premium which corresponds to the policy period that had elapsed at the time the declaration of avoidance became effective.

### 24. Duties before the occurrence of an insured event

The policyholder is obliged to rectify, within a reasonable time, any circumstances that represent a particular hazard and which the insurer has reasonably required to be rectified. This does not apply if rectification of the hazards is deemed unreasonable in consideration of both parties' interests. Any circumstances that have already given rise to a claim are deemed per se to represent a particular hazard.

### 25. Duties after the occurrence of an insured event

#### 25.1 The insurer must be informed of any insured event within a week of it occurring, even if claims have yet to be made.

#### 25.2 The policyholder must ensure that the loss/damage is averted and/or minimised as far as possible.

The policyholder must observe all reasonable instructions given by the insurer. In particular, the policyholder must supply the insurer with detailed and accurate loss reports and assist him in investigating and settling the claim. He must inform him of all material facts relevant to the claim, and must submit to the insurer all the documents which, in the latter's opinion, are material to the assessment of the claim.

#### 25.3 If a liability claim is made against the policyholder, a judicial inquiry instituted or a payment order issued, or if he is served with court notice, the policyholder shall likewise notify the insurer immediately.

#### 25.4 He must, within the prescribed time limits and without waiting for instruction from the insurer, enter formal appeal against any payment order or any order by a public authority requiring him to make compensation and must avail himself of all legal remedies at his disposal.

#### 25.5 If legal proceedings ensue with regard to a claim, the policyholder must entrust the conduct of the case to the insurer, grant the lawyer appointed or designated by the insurer power of attorney, and submit to such lawyer all information and documents considered necessary by the lawyer or the insurer.

### 26. Legal consequences of a breach of duties

#### 26.1 If the policyholder breaches a contractual duty he should have fulfilled before the insured event occurred, the insurer is entitled to cancel the policy without notice within one month of becoming aware of the breach of duty. The insurer does not have the right to withdraw from the contract if the policyholder can prove that the breach of duty was committed neither deliberately nor as a result of gross negligence.

#### 26.2 If the policyholder breaches a contractual duty deliberately, insurance cover will be lost. If the policyholder breaches a contractual duty through gross negligence, the insurer is entitled to reduce the benefits payable in proportion to the degree of culpability of the policyholder.

Full or partial loss of insurance cover due to a breach of contractual duty after the insured event is subject to the insurer having notified the policyholder in writing of the legal consequences of such a breach. If the policyholder can prove that the breach of duty was not the result of a grossly negligent act, insurance cover will remain intact.

Likewise, insurance cover will remain intact if the policyholder can prove that the breach of duty influenced neither the loss event occurring nor the size or scale of the insurer's payment obligation. This does not apply, however, if the policyholder breached the duty with malicious intent.

The above provisions apply regardless of whether the insurer exercises his right under No. 26.1 above to cancel the contract.

## Other provisions

### 27. Other persons insured

#### 27.1 Insofar as insurance cover extends to liability claims against persons other than the policyholder himself, all the provisions of the insurance contract referring to the policyholder shall apply correspondingly to such other persons.

The provisions governing the automatic extension of cover (No. 4) do not apply if the new risk arises solely on the basis of a co-insured person.

#### 27.2 The policyholder alone may exercise the rights deriving from the insurance contract; he is jointly responsible with the insured persons for the fulfilment of the contractual obligations.

### 28. Prohibition of assignment

Rights or benefits under the insurance contract may not, except with the express consent of the insurer, be assigned or pledged to others before their final verification. Assignment of rights to the injured third party is permitted.

### 29. Notifications, declarations of intent, and changes of address

#### 29.1 All notifications or declarations of intent to the insurer must be sent to the insurer's head office or to the branch office designated as competent in the insurance document or any endorsements thereto.

#### 29.2 If the policyholder fails to inform the insurer of a change of business address, any declaration of intent to be made to the policyholder may be sent by registered letter to the last address known to the insurer. The declaration will be deemed as having been received three days after the letter was dispatched. The same applies to any change of name on the part of the policyholder.

#### 29.3 If the policyholder has taken out the insurance for his company, the provisions of No. 29.2 above will apply in the event of any relocation of the company headquarters.

### 30. Time limits

#### 30.1 Claims arising from this insurance contract are subject to a limitation period of three years as set down in the general provisions of the German Code of Civil Law.

#### 30.2 If the policyholder has reported a claim to the insurer, the limitation period is suspended until the policyholder has received a decision in writing from the insurer.

### 31. Legal venue

#### 31.1 The venue for legal actions brought against the insurer on the basis of the insurance contract rests with the competent court at the domicile of the insurer or of his branch office in charge of the insurance contract. If the policyholder is a natural person, the court of the policyholder's place of abode at the time the claim was lodged or, in the absence thereof, his normal place of residence, is also responsible.

#### 31.2 If the policyholder is a natural person, claims made against him arising from the insurance contract must be brought before the court of the location of his place of abode or, in the absence thereof, his normal place of residence. The same applies if the policyholder is a general commercial partnership, a limited partnership, a civil-law association or an incorporated society.

#### 31.3 If neither the policyholder's place of abode nor his normal place of residence are known at the time the claim is lodged, the legal venue for actions brought against the policyholder on the basis of the insurance contract rests with the competent court at the domicile of the insurer or of the relevant branch office in charge of the insurance contract.

### 32. Applicable law

This contract is governed by German law.

# Special Conditions and Risk Descriptions for Personal Third-Party Liability

## 1. Personal third-party liability insurance

1.1 Within the scope of the German General Terms and Conditions of Liability Insurance (Allgemeine Haftpflichtversicherungsbedingungen, hereinafter referred to as the "AHB") and the following provisions, and applicable to the person cited by name in the insurance policy (hereinafter referred to as the policyholder), coverage shall apply to the statutory liability of the policyholder in his capacity as a private individual arising from everyday perils.

The policy does not cover perils arising from

- the policyholder's or a third party's business or trade, of a profession, duty, or official position (including honorary posts). This does not apply to a period of vocational training undertaken during studies;
- pursuits entailing responsibility in an organization of any kind;
- of unusual and dangerous occupations.

1.2 Contrary to No. 1.1 above, the statutory liability of the policyholder arising from his exercising an honorary post is covered by the insurance.

The liability of the policyholder arising from his holding/exercising an office (full-time position) is not insured.

If another insurance policy exists for the activity described in the first paragraph above, insurance cover in the context of this agreement and the underlying special conditions on personal liability insurance shall extend only to loss/damage for which benefit is not obtainable under the other policy.

## 2. Other persons insured

### 2.1 Spouses

The insurance also extends to the similar statutory liability of the policyholder's spouse or registered civil partner with regard to the insured activities.

### 2.2 Unmarried children

2.2.1 The insurance extends to the similar statutory liability of children who are neither married nor co-habiting with a partner in civil union (including stepchildren, adopted children, and foster children); in the case of children who have come of age, however, only in as far as they are still attending uninterrupted schooling or an uninterrupted period of initial vocational training which followed on immediately from the schooling.

Initial vocational training includes apprenticeships and/or study – or the other way round, not, however, a second apprenticeship or second period of study, a period spent as a trainee lawyer, a period of practical training as a doctor, further training, and the like.

Insurance cover remains in force during a period of military or civilian service (including any additional voluntary service) during or following on from the vocational training.

"Immediately" and "uninterrupted" in the sense of this insurance means a period of up to twelve months' duration.

2.2.2 The insurance extends to the similar statutory liability of mentally handicapped children living in the same household who are neither married nor co-habiting with a partner in civil union (including stepchildren, adopted children, and foster children). The following applies to loss/damage caused by children covered under the insurance:

At the volition of the policyholder and provided that another insurance policy (e.g. a social security institution, hull insurer) is not obliged to pay, the insurer will refrain from citing exemption from criminal liability of minors (who are not responsible for their actions). Contributory fault of the injured party will be taken into consideration.

The insurer retains his rights to recover expenses against a third party liable for damages (e.g. due to failure to supervise), provided said persons are not insured under the policy.

The indemnity payable by the insurer is stated in the policy document.

### 2.3 Civil partnerships

Insurance cover extends – where explicitly agreed and stated in the policy and its endorsements – to the similar statutory liability as a private individual of a partner who is co-habiting in civil union with the policyholder, including his/her children within the meaning of No. 2.2 above, provided that neither the policyholder nor the insured partner is married.

2.3.1 Insurance cover does not extend to liability claims

- brought by the policyholder against other persons insured under the policy;
- brought by other persons insured under the policy against the policyholder;
- brought by other persons insured under the policy among themselves.

Insurance cover does, however, extend to claims of recourse from the transfer of rights from social insurance/social security institutions, private health insurance funds, private and public employers arising from a bodily injury claim.

2.3.2 Insurance cover lapses as from the time when the partners cease to live together in the same household.

### 2.4 Family members

Insurance cover extends to the similar statutory liability as a private individual of a single family member living together in the same household as the policyholder, such as a mother, father, grandmother, grandfather, grandchild, sibling, niece or nephew, as well as unmarried children who have come of age and have completed their education.

### 2.5 Family members requiring special nursing care who are living in the same household as the policyholder

Insurance cover extends to the similar statutory liability as a private individual of family members requiring special nursing care and living in the same household who have been rated as requiring at least Care Level 1 by the statutory long-term care insurance authorities.

Family members are the policyholder's parents and children, adoptive parents and children, parents-, sons- and daughters-in-law, step-children and -parents, grandparents and grandchildren, brothers and sisters, and foster-parents and -children (persons who are attached to each other in the manner of parents and children through a family-like relationship of long standing).

2.5.1 Insurance cover begins as from the time when the insured person joins the policyholder's household and ends when he or she leaves, or is no longer entitled to nursing care.

2.5.2 Benefits payable under a personal liability insurance policy of the family member subject to nursing care take precedence over any indemnities payable under this insurance.

### 2.6 Au-pairs

Insurance cover extends to the similar statutory liability as a private individual of au-pairs (including loss/damage arising from this activity) in respect of third parties who are not insured under this insurance agreement. Cover is subject to the au-pair having received official authorisation to reside in the Federal Republic of Germany and carry out the job of au-pair.

2.6.1 Insurance cover begins as from the time when the au-pair joins the policyholder's household and ends when he or she leaves.

2.6.2 Liability claims brought in respect of bodily injury resulting from industrial accidents or occupational illnesses, as defined in the German social security regulations (Sozialgesetzbuch VII), occurring or contracted on the policyholder's business premises, are excluded from the cover.

2.6.3 Benefits payable under a personal liability insurance policy of the au-pair take precedence over any indemnities payable under this insurance.

### 2.7 Exchange students

Insurance cover extends to the similar statutory liability as a private individual of exchange students in respect of third parties who are not insured under this insurance agreement.

Cover is subject to the student having received official authorisation to reside in the Federal Republic of Germany and to take part in lessons at school (permission of host school).

2.7.1 Insurance cover begins as from the time when the student joins the policyholder's household and ends when he or she leaves.

2.7.2 Benefits payable under a personal liability insurance policy of the exchange student take precedence over any indemnities payable under this insurance.

### 2.8 Persons employed in the policyholder's household

Insurance cover extends to the statutory liability of persons employed in the policyholder's household in respect of third parties for loss/damage arising out of this activity. The same applies to persons performing domestic work for the policyholder in the apartments, houses or gardens designated in No. 4.1 below on the basis of a work contract or as a favour, or who take care of winter gritting and salting duties for these premises.

Liability claims brought in respect of bodily injury resulting from industrial accidents or occupational illnesses, as defined in the German social security regulations (Sozialgesetzbuch VII), occurring or contracted on the policyholder's business premises, are excluded from the cover.

### 2.9 Persons providing nursing care in the policyholder's household

Insurance cover extends to the statutory liability of persons who, on the basis of a work contract, social engagement, or as a favour, provide special nursing care to a member of the policyholder's household, in respect of third parties for loss/damage arising out of said activity.

Liability claims brought in respect of bodily injury resulting from industrial accidents or occupational illnesses, as defined in the German social security regulations (Sozialgesetzbuch VII), occurring or contracted on the policyholder's business premises, are excluded from the cover.

### 2.10 Corresponding application

The provisions applicable to the policyholder shall apply correspondingly to all other persons covered by this insurance.

## 3. Family, household, and sport

Insurance cover extends to the statutory liability of the policyholder

3.1 as head of the family and household, e.g. arising from the legal obligation to properly supervise minors;

3.2 as a paid or unpaid child-minder (looking after minors both in the home and outside, e.g. while the minors are at play or on excursions, etc.);

3.3 as the principle of persons employed in his household;

3.4 as a cyclist;

3.5 arising from the practice of sport, but not including hunting or taking part in horse, cycle or motor car racing including preparations and training for these activities.

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

4.1 Insurance cover extends to the statutory liability of the policyholder in his capacity as the owner

4.1.1 of one or more apartments, including holiday apartments.

In the case of apartments, insurance cover is granted in the policyholder's capacity as an "individual owner" under German property law. Also covered is the statutory liability arising from claims brought by the community of apartment owners for damage to property under communal ownership. The obligation to indemnify does not, however, extend to that part of the communal property that the policyholder is entitled to share with other owners.

4.1.2 of a house, provided that the house does not contain more than two separate apartments,

4.1.3 of a weekend/holiday apartment, including the garages and gardens set out in Nos.4.1.1 to 4.1.3, including any allotments.

4.2 Insurance cover is granted on condition that the named properties

- are located in Germany;
- are used by the policyholder as residential property for at least some of the time;
- are not used by the policyholder for commercial or business purposes.

4.3 Insurance cover extends to the statutory liability of the policyholder

- arising from a breach of the policyholder's obligations as an owner (e.g. house maintenance, lighting, cleaning, salting/gritting and clearing snow from paths, insofar as these duties are set down in the rental agreement);
- arising from the joint ownership of communal facilities belonging to the insured objects set out in Nos. 4.1.2 to 4.1.3 above, e.g. communal access ways to the road, drying areas for clothes, garage forecourts, area for dustbins;

- in his capacity as the operator of a solar-panel system installed on the roof of an insured building according to Nos. 4.1.1 to 4.1.3 above, or on the associated plot of land. Insurance cover remains – to some degree contrary to No. 1.1 – even if electricity is being fed into the national grid.
- in his capacity as the operator of a solar water heating system installed on the roof of an insured building according to Nos. 4.1.1 to 4.1.3 above, or on the associated plot of land. Insurance cover remains – to some degree contrary to No. 1.1 – even if warm water is being provided at a cost to tenants and other third parties in the objects listed.
- arising from the letting of
  - a) individual rooms in the objects according to Nos. 4.1.1 to 4.1.3 above;
  - b) an apartment in an object according to No. 4.1.2;
  - c) an object according to No. 4.1.3;
  - d) garages belonging to the objects according to Nos. 4.1.1 to 4.1.3 above;
- in his capacity as a building-project owner involved in the construction of new buildings, conversions, repair, demolition or excavation work up to the total budgeted construction cost per project set out in the policy document. If this amount is exceeded, the policyholder must take out separate building owners' third-party liability insurance for the entire building project.
- in his capacity as the previous owner pursuant to Art. 836, Para. 2 German Civil Code (BGB) if the insurance cover existed up until the change of owners;
- in his capacity as the administrator in insolvency proceedings.

## 5. Damage to rented property

- 5.1 Contrary to No. 7.6. AHB, insurance cover extends to the statutory liability of the policyholder for damage to property and all financial losses arising therefrom which is caused to rented buildings, accommodation, and other rooms in buildings rented for private purposes.
- 5.2 The policy does not cover
- 5.2.1 liability claims due to
- wear and tear, and excessive usage;
  - damage to heating installations, machinery, boiler plants and water heating systems, and to electrical and gas appliances, and all resulting financial losses;
  - damage to plate glass, insofar as the policyholder is able to take out a separate policy for this purpose;
  - damage caused by the formation of mould.
- 5.2.2 recourse claims falling under the waiver of rights of subrogation agreed upon among German fire insurance companies for the event of fire spreading to other property (Abkommen der Feuerversicherer bei übergreifenden Schadeneignissen).
- 5.3 The indemnity payable by the insurer is stated in the policy document.

## 6. Animals

- Insurance cover extends to the statutory liability of the policyholder
- 6.1 in his capacity as the keeper or custodian of tame pets, small tame domestic animals and bees, though not of dogs, cattle, horses, other riding animals and draft animals, wild animals, and animals that are kept for commercial or agricultural purposes. Notwithstanding the above, however, insurance cover does extend to the statutory liability of the policyholder in his capacity as the keeper of a trained guide dog, provided that a severely handicapped pass (stamped BI) has been issued by the pension office.
- 6.2 in his capacity as a rider of horses belonging to a third party for private purposes.
- 6.3 arising from the minding of dogs belonging to a third party, provided this is not conducted on a commercial basis.
- Benefits payable under the animal keeper's liability insurance shall take precedence over any indemnities payable under this insurance.
- Coverage does not extend to the minding of dogs, which are kept or owned by other persons insured under this policy.
- 6.4 in his capacity as the driver of third-party carriages for private purposes.
- 6.5 This policy does not cover claims on the part of the animal keeper or owner, or the carriage owner unless the claim is for bodily injury and provided that cover does not already exist via a separate animal keeper's liability insurance policy.

## 7. Motor vehicles, aircraft, and watercraft

- 7.1 This policy does not cover the liability of the owner, proprietor, keeper, or driver of a motor vehicle, aircraft, or watercraft due to damage caused by use of the vehicle or craft.
- 7.2 However, the policy does cover statutory liability due to loss or damage caused through the use
- 7.2.1 of the following self-propelled land vehicles and trailer, as far as they are not subject to compulsory insurance coverage:
- motor vehicles and trailers with no stipulated maximum speeds, which only operate on non-public ways or areas;
  - motor vehicles with a maximum design speed of 6 km/h;
  - self-propelled machinery with a maximum design speed of 20 km/h;
  - remote-controlled model cars.
- 7.2.1.1 The exclusions set down in Nos. 3.1.2 and 4.3.1 AHB do not apply to these vehicles.
- 7.2.1.2 Driving without a licence: The vehicle may be used by authorised drivers only. An authorised driver is someone whom an authorized person has knowingly and willingly granted permission to use the vehicle. The policyholder shall ensure that the vehicle is not driven by an unauthorised person. The driver may use the vehicle on public ways or areas only when in possession of the necessary driving licence. The policyholder shall ensure that the vehicle is not driven by anyone who does not have the necessary driving licence. If the policyholder breaches these duties, the provisions of No. 26 AHB (Legal consequences of a breach of obligations) applies.
- 7.2.2 of model aircraft, unmanned balloons and kites,
- which are driven neither by engines nor propulsion elements, and
  - whose airborne weight does not exceed 5 kg (including attachments such as lines, cords and gear), and
  - for whose operation in airspace a licence is not required.

When an insured event occurs, if the insured person is entitled to claim from a separate aircraft owner's insurance, this indemnification shall take precedence over the benefits set out in the terms and conditions of this insurance. This applies also in the event that insurance cover exists in the form of a group insurance policy.

## 7.2.3 of the following watercraft:

- recreational watercraft, excluding the policyholder's own sailing boats and any own or third-party recreational watercraft with a motor (including auxiliary or outboard motors) or propulsion element (see Section 8, however);
- windsurfing boards/sailboards;
- remote-controlled model cars.

## 8. Occasional use of motor-assisted boats belonging to third parties

- 8.1 Contrary to No. 7.2.3, the policy covers the statutory liability of the policyholder due to loss or damage caused by the use of motor-assisted boats belonging to third parties (including motor-assisted sailboats) with an engine power of up to 55 kW (75 HP), provided that this use is occasional and is only exercised temporarily in each case up to a maximum of four weeks.

Cover shall apply only insofar as the liability insurance of the keeper of the third-party boat is not obliged to grant coverage to the authorised pilot of the boat.

## 8.2 Coverage does not apply to the use of watercraft, which:

- are kept by or are in the possession of additional insured persons;
- are taken into safekeeping or possession for an uninterrupted period of more than four weeks.

## 8.3 Operation without a licence

The watercraft may be used by authorised operators only. An authorised operator is someone whom an authorised person has knowingly and willingly granted permission to use the watercraft. The policyholder shall ensure that the craft is not operated by an unauthorised person.

The operator may use the watercraft only when in possession of the necessary licence. The policyholder shall ensure that the craft is not operated by anyone who does not have the necessary operating licence.

If the policyholder breaches these duties, the provisions of No. 26 AHB (Legal consequences of a breach of obligations) applies.

## 9. Insured events occurring during periods spent abroad

- 9.1 Contrary to No. 7.9 AHB, the policy covers the statutory liability of the policyholder arising from insured events (loss and/or damage) occurring outside Europe for a maximum stay of 60 months, and from insured events occurring within Europe for an unlimited stay.
- 9.2 Supplementary to No. 3, cover extends to the statutory liability of the policyholder arising from the temporary usage or rental (not possession) of houses and apartments located abroad, as well as the possession of houses and apartments set out in No. 4.1 of these special terms and conditions when located in other European countries.
- 9.3 The insurer shall make all payments in euros. If the place of payment should be situated outside the countries that belong to the European Monetary Union, then the insurer's obligations shall be considered to have been fulfilled at the point at which the sum in euros is remitted to a financial institution situated within the European Monetary Union.

## 10. Payment of bail in the event of losses occurring abroad

If payment of bail is imposed on the policyholder by law as security for insurance benefits on the basis of his statutory liability, the insurer will indemnify the policyholder for the required bail amount up to the limit of indemnity per insured event stated in the policy document. The aggregate limit for all insured events of a given policy year is twice this limit of indemnity.

The bail amount will be offset from any damages payable by the insurer.

If the bail amount is higher than the damages payable, the policyholder shall reimburse the insurer for the difference. The same applies if the bail is withheld as a penalty, fine, or for the purpose of enforcing uninsured claims for damages, or if the bail is forfeited.

The insurer shall make all payments in euros. If the place of payment should be situated outside the countries that belong to the European Monetary Union, then the insurer's obligations shall be considered to have been fulfilled at the point at which the sum in euros is remitted to a financial institution situated within the European Monetary Union.

## 11. Weapons, ammunition and projectiles

The policy covers the statutory liability of the policyholder arising from the licensed private ownership and from the use of cutting weapons, thrust weapons, and firearms, as well as ammunition and projectiles. Coverage does not apply to the use of the aforementioned weapons for hunting or for criminal offenses.

## 12. Changes in water quality

Insurance cover (whereby financial losses are treated the same as damage to property) extends to the statutory liability of the policyholder for the direct or indirect consequences of changes to the physical, chemical or biological properties of a body of water, including the groundwater (damage to waterbodies), with the exception of the policyholder's liability as the owner of facilities used to store substances harmful to water and arising from the use of these stored substances (cover for this purpose is granted exclusively by way of a special acceptance).

## 12.1 Insured facilities

- Contrary to No. 12, coverage does, however, extend to the policyholder's statutory liability as the owner of facilities for storing substances harmful to water in containers with a capacity of up to 60 litres/kilogrammes (small containers), insofar as the overall capacity of the small containers does not exceed 1,000 litres/kilogrammes, as well as the statutory liability arising from the use of these substances.
- If these quantities are exceeded, coverage no longer applies. No. 3.1.2 AHB (Aggravation and extension of insured risk) and Nos. 3.1.3 and 4 AHB (Automatic extension of cover) do not apply.

## 12.2 Costs of rescue operations

Any expenditure, whether effective or not, which the insured person might reasonably have supposed to have been necessary in order to prevent or minimize the damage or loss in an insured event (costs of rescue operations), as well as the out-of-court costs of expert appraisers, shall be borne by the insurer to the



extent that, when taken together with the compensation, they do not exceed the sum insured for damage to property. The provisions of the AHB shall continue to apply in relation to legal costs and lawyers' fees.

The costs of rescue operations and out-of-court expert appraisals expended in accordance with the insurer's instructions shall also be reimbursed, even to the extent that, when taken together with the compensation, they exceed the sum insured for damage to property. Sanction or endorsement on the part of the insurer of measures taken by the Insured or third parties to prevent or minimise damage or loss shall not be considered to be instructions issued by the insurer.

#### 12.3 Violations/breaches of duty

Cover does not extend to liability claims against persons who have brought about the loss or damage by deliberately breaching the laws and regulations or decrees and official orders directed at the policyholder for the purpose of protecting waters and waterways.

#### 12.4 Dangers to the public

Cover does not include liability claims for loss or damage demonstrably due to events of war or hostilities, riots and civil commotions, general strikes, illegal strikes, or directly due to the actions or orders of public authorities. The same applies to loss or damage through force majeure, as far as natural forces have operated.

### 13. Loss of private and business keys belonging to third parties

Supplementary to No. 2.2 AHB and contrary to No. 7.6. AHB, cover extends to the policyholder's statutory liability arising from the loss of private keys belonging to third parties (including primary/master keys for central locking systems), which were lawfully in the safekeeping of the policyholder.

Coverage extends to statutory liability claims due to the costs incurred in the necessary replacement of locks and locking systems, as well as to temporary security measures (emergency locking) and protection of property for up to 14 days, calculated from the moment at which the loss of the key was first noticed.

In the case of individual ownership, the insurance covers liability claims lodged by the community of apartment owners.

The obligation to indemnify does not, however, extend to that part of the communal property that the policyholder shares with the other owners.

#### 13.1 The policy does not cover claims arising from

- consequential loss or damage resulting from the loss of a key (e.g. due to a burglary);
- the loss of keys that were relinquished to the policyholder's employer by customers or other third parties;
- the loss of keys to safes and items of furniture and of other keys to moveable property.

#### 13.2 The indemnity payable by the insurer is stated in the policy document.

### 14. Pure financial losses

Cover also extends to the policyholder's statutory liability for pure financial losses within the meaning of No. 2.1. AHB arising from insured events that occur during the policy period.

The policy does not cover claims arising from

- loss or damage arising through work performed, items produced or services rendered by the policyholder (or by third parties on behalf or on account of the policyholder);
- work involving planning, consulting, site supervision, construction supervision, testing, or expert appraisal;
- activities in connection with financial and credit transactions or the conduct of insurance, property, leasing, or other similar commercial business, as well as from payment transactions of all kinds, cash management, and from embezzlement and fraud;
- the infringement of intellectual property rights, as well as copyright and competition laws;
- the granting of licences and patents;
- the failure to adhere to deadlines, time limits, cost estimates, and quotations;
- advice, recommendations, or orders given to economically associated companies;
- any kind of intermediary or brokerage business;
- activities in connection with
  - rationalisation and automation;
  - the capture, storage, backing up and restoring of data;
  - the provision of information, translation, travel arrangements;
- the deliberate breach of statutory or official provisions, from the client's instructions or terms, or from any other deliberate breach of duty;
- the loss of property, e.g. money, securities, valuables, and cheque and credit cards;
- breaches of duty committed by the policyholder in his capacity as former or present member of the management board, the executive board, the supervisory board, the advisory board or any other management or supervisory body.

The indemnity payable by the insurer is stated in the policy document.

### 15. Property damage - acts of favour

The following applies to property damage arising from acts of favour:

The insurer shall not invoke a tacit exclusion of liability in the event of an act of favour on the part of the policyholder or another insured person insofar as this corresponds to the wishes of the policyholder and insofar as another insurer (e.g. via a hull insurance policy) is not liable to pay.

Any contributory fault on the part of the injured party shall be taken into consideration.

The indemnity payable by the insurer is stated in the policy document.

### 16. Default risk insurance

#### 16.1 Risk insured

##### 16.1.1 Insurance cover is provided when a policyholder – or another person covered by this personal third-party liability insurance – in his capacity as a private individual,

- has suffered a liability loss,
- and has brought a claim for bodily injury, property damage or financial loss against the tortfeasor or responsible party (= the third party),
- and the third party is unable to compensate the policyholder for damages awarded by a court on the basis of a legally binding writ of execution. With this default risk insurance, the position of the policyholder is as if the third party had taken out the same personal liability insurance cover as he himself. Thus, the insurer will examine the general terms and conditions of liability insurance, the special conditions of personal third-party liability insurance, and all the agreed clauses to see whether the third party would have had insurance cover for this loss event (claim).

Above and beyond the scope of the personal third-party liability insurance, insurance cover is provided even if the third party caused a loss to the policyholder in his capacity as the owner or guardian of an animal.

The following applies in particular:

##### 16.1.2 The claim is brought on the basis of legal liability under private law.

##### 16.1.3 The incident which led to the claim for bodily injury, property damage or financial loss must have happened during the effective term of the default risk insurance.

#### 16.2 Conditions for payment of benefits

##### 16.2.1 The policyholder must have been awarded damages by a German court on the basis of a legally binding writ of execution.

A legally binding writ of execution within the meaning of these terms and conditions is a judgment, enforcement order, court decision or notarised admission of guilt with confession of judgment clause stating that the third party personally agrees to the immediate execution of his entire assets.

##### 16.2.2 An attempt to enforce the writ against the third party must have failed.

This is the case if

- judicial execution has not resulted in the policyholder's claim for damages being paid in full or in part;
- circumstances suggest that the likelihood of even part of the claim being paid is futile, e.g. because the third party has already signed a statutory declaration to this effect.

#### 16.3 Amount of indemnity payable

The insurer will indemnify the policyholder for the amount of damages determined on the basis of the legally binding writ of execution, up to the limits of indemnity set out in this insurance contract. Agreements concerning deductibles which apply in personal third-party liability insurance to loss and damage caused by the policyholder to third parties do not apply to default risk insurance.

#### 16.4 Duties

##### 16.4.1 The policyholder must submit an application for indemnification.

##### 16.4.2 The policyholder must prove that the attempt at enforcing the writ failed.

To this end, the policyholder must provide the insurer with the following documents:

- the original copy of the legally binding writ of execution and
- the enforcement protocol of a bailiff or
- documents indicating that the likelihood of even part of the claim being paid is futile.

##### 16.4.3 The claim for damages brought by the policyholder against the third party shall be assigned to the insurer provided that the latter has agreed to indemnify the policyholder. To this end, the policyholder must sign a written declaration of assignment prepared by the insurer in the case of a claim.

##### 16.4.4 The policyholder must provide the insurer with detailed and accurate loss reports, inform the insurer of all facts relevant to the claim, and submit to the insurer all the documents which, in the latter's opinion, are material to the assessment of the claim. The insurer must explain to the policyholder that he may also request documents that are material to the original liability claim.

#### 16.5 Consequences of a breach of duties

In terms of granting insurance cover, it is important that the duties stated in No. 16.4 above are observed.

If the policyholder fails to comply with these obligations, the provisions of No. 26 AHB will apply. If the corresponding requirements exist, the insurer may be entitled to cancel the policy or be exempted, either in full or in part, from his obligation to indemnify the policyholder.

#### 16.6 Exclusions

The insurer will not indemnify if

##### 16.6.1 the permanent place of residence of the third party is located in a country outside the European Union;

##### 16.6.2 compensation for loss or damage suffered is payable via other insurance policies taken out by the policyholder or another insured person. If these sums are not sufficient, insurance cover for the remaining amount will be granted via the default risk insurance;

##### 16.6.3 a social security institution or benefits authority is obliged to pay the claim of the policyholder or another person insured under the policy.

### 17. Loss/damage arising out of the exchange of data or use of the Internet

#### 17.1 Contrary to Nos. 7.15 and 7.16 AHB, the policy covers the statutory liability of the policyholder for loss/damage arising from the exchange, transfer and provision of electronic data, e.g. in the Internet, via e-mail, or on data storage media, provided that the loss was caused by

##### 17.1.1 data of a third-party system being deleted, suppressed, rendered unusable or modified (data manipulation) by a computer virus and/or other malware;

##### 17.1.2 data of a third-party system being manipulated for other reasons, and data not having been entered or not saved correctly, in respect of

- any consequential bodily injury or property damage, but not other forms of data manipulation, and

- the cost of restoring the manipulated data, or re-capturing or correctly storing data that had either not been backed up or not backed up correctly;

##### 17.1.3 a third party being temporarily unable to access data exchange networks.

**The following applies to Nos. 17.1.1 to 17.1.3:**

The policyholder is obliged to ensure that the electronic data to be exchanged, transferred or provided is safeguarded or has been checked by state-of-the-art security measures and/or facilities (e.g. virus scanners, firewalls). These measures may be carried out also by a third party.

If the policyholder fails to comply with these obligations, the provisions of No. 26 AHB (Legal consequences of a breach of duties) will apply.

17.1.4 the infringement of personality rights, including claims arising from intellectual property rights, but not the violation of copyrights;

17.1.5 the infringement of rights to a name, including claims arising from intellectual property rights.

**The following applies to Nos. 17.1.4 and 17.1.5:**

Supplementary to No. 1.1 AHB, the insurer will indemnify the policyholder for

- the legal costs of court proceedings in which a temporary injunction has been issued against the policyholder, even if this involves retraction or revocation;
- the legal costs of a retraction or revocation suit brought against the policyholder.

17.2 The limit of indemnity per insured event is stated in the policy document. The aggregate limit for all insured events of a given policy year is twice this limit of indemnity.

The limit of indemnity for losses within the meaning of No. 17.1.5 above within the aforementioned limit of indemnity is stated in the policy document.

Several insured events occurring during the same policy period shall be deemed to be one and the same occurrence if they

- are attributable to the same cause,
- are attributable to causes that are intrinsically linked in nature and in time,
- result from the exchange, transmission or provision of electronic data with the same intrinsic defects.

No. 6.3 AHB is void.

17.3 Insurance cover for loss events occurring abroad Contrary to No. 7.9 AHB, insurance cover extends to loss events occurring abroad provided that the insured liability claims are asserted in a European country in accordance with the laws of European countries.

17.4 Insurance cover does not extend to liability claims arising from work and services conducted in the following areas:

- the generation, trading, implementation and maintenance of software;
- IT analysis, organisation, instruction, and training;
- network planning, installation, integration, and maintenance;
- provision of third-party contents (e.g. access, host, full-service providing);
- the operation of databases.

17.5 Excluded from the insurance cover are liability claims

17.5.1 arising from loss/damage caused by the policyholder consciously

- gaining unauthorised access to data processing systems/networks (e.g. hacker attacks, denial-of-service attacks),
- employing software capable of destroying or modifying the organisation of the data (e.g. software viruses, Trojan Horses, etc.);

17.5.2 that are closely related to

- the mass mailing of unsolicited electronic information (e.g. spamming),
- files (e.g. cookies) used to illegally to gather specific information about Internet users;

17.5.3 brought against the policyholder or any other insured person who has caused a loss through deliberately failing to comply with statutory or official regulations (e.g. participation in illegal online file sharing services) or through any other deliberate breach of duty.

**18. Claims made in the USA and in Canada**

In the case of claims occurring in the USA/US territories\* or Canada or brought before the courts in the USA/US territories or Canada, the following applies:

18.1 Claims for damages imposed by way of sanctions, in particular punitive or exemplary damages, are excluded from the cover.

18.2 Contrary to No. 6.5 AHB, the insurer's outlay for expenses does not count towards the limit of indemnity.

Costs are defined as:

lawyers' and experts' fees, witnesses' expenses and court costs; expenses for the prevention or mitigation of loss during or after the occurrence of the insured event; also loss investigation costs, including travel expenses not incurred by the insurer himself. This applies even if these costs were incurred on the insurer's instructions.

**19. Continuation of personal liability insurance cover after the death of the policyholder**

In the event of the policyholder's death, the other persons insured under the policy will remain covered in accordance with the terms and conditions of the policy up until the next premium due date. If the following premium is then paid by the surviving spouse, the registered civil partner or the civil partner insured under the policy, that person will become the new policyholder.

**20. Personal Third-Party Liability Insurance for Animal Owners**

Within the scope of the German General Terms and Conditions of Liability Insurance (AHB) and the following provisions, and applicable to the person named in the insurance policy, coverage shall apply to the statutory liability of the policyholder in his capacity as the owner of the animals and their young (up to the age of six months) as described in the policy document and the endorsements hereto. If the 6-month time period is exceeded, the provisions of No. 3.1.2 AHB (Aggravation and extension of insured risk) applies.

**20.1 Other persons insured**

Also insured is the statutory liability of the keeper or custodian of the animals, provided this is not conducted on a commercial basis.

\* U.S. territories abroad, including, but not limited to Puerto Rico, the Virgin Islands, and Guam

**20.2 Insured events occurring during periods spent abroad**

Contrary to No. 7.9 AHB, the policy covers the statutory liability of the policyholder arising from insured events occurring abroad for a maximum stay of 60 months.

The insurer shall make all payments in euros. If the place of payment should be situated outside the countries that belong to the European Monetary Union, then the insurer's obligations shall be considered to have been fulfilled at the point at which the sum in euros is remitted to a financial institution situated within the European Monetary Union.

**20.3 Damage to rented property**

20.3.1 Contrary to No. 7.6 AHB, insurance cover extends to the statutory liability of the policyholder for damage to property and all financial losses arising therefrom which is caused to rented buildings, accommodation, and other rooms in buildings rented for private purposes.

20.3.2 The policy does not cover

20.3.2.1 liability claims due to

- wear and tear, and excessive usage;
- damage to heating installations, machinery, boiler plants and water heating systems, and to electrical and gas appliances, and all resulting financial losses;
- damage to plate glass, insofar as the policyholder is able to take out a separate policy for this purpose;
- damage caused by the formation of mould.

20.3.2.2 recourse claims falling under the waiver of rights of subrogation agreed upon among German fire insurance companies for the event of fire spreading to other property (Abkommen der Feuerversicherer bei übergreifenden Schadenereignissen).

20.3.3 The indemnity payable by the insurer is stated in the policy document.

**20.4 Pure financial losses**

Cover also extends to the policyholder's statutory liability for pure financial losses within the meaning of No. 2.1 AHB arising from insured events that occur during the policy period. The policy does not cover claims arising from

- loss or damage arising through work performed, items produced or services rendered by the policyholder (or by third parties on behalf or on account of the policyholder);
- work involving planning, consulting, site supervision, construction supervision, testing, or expert appraisal;
- activities in connection with financial and credit transactions or the conduct of insurance, property, leasing, or other similar commercial business, as well as from payment transactions of all kinds, cash management, and from embezzlement and fraud;
- the infringement of intellectual property rights, as well as copyright and competition laws;
- the granting of licences and patents;
- the failure to adhere to deadlines, time limits, cost estimates, and quotations;
- advice, recommendations, or orders given to economically associated companies;
- any kind of intermediary or brokerage business;
- activities in connection with
  - rationalisation and automation;
  - the capture, storage, backing up and restoring of data;
  - the provision of information, translation, travel arrangements;
- the deliberate breach of statutory or official provisions, from the client's instructions or terms, or from any other deliberate breach of duty;
- the loss of property, e.g. money, securities, valuables, and cheque and credit cards;
- breaches of duty committed by the policyholder in his capacity as former or present member of the management board, the executive board, the supervisory board, the advisory board or any other management or supervisory body.

The indemnity payable by the insurer is stated in the policy document.

**Additional Special Conditions for Personal Liability Insurance**

**Preface**

For the professional and personal liability insurance apply – based on the General Liability Insurance Conditions (AHB) in connection with the Special Conditions and Risk Description of Personal Liability Insurance – the following additional special conditions:

**§1 Insurable group of people and scope of insurance**

Insurance for students, scholarship holders, interns, trainees, doctoral students, language students, and au pairs for their stays abroad as participant of educational and cultural exchange programs; also covered are their accompanying spouses or partners as well as their unmarried children.

The insured person is insured as a private person against the risks of everyday life, against risks resulting from his/her working as an au pair, and against risks resulting from his/her internship if the internship is part of studies or of an Erasmus Plus program.

**§2 limits of indemnity**

(overview of the cover concept – optional extensions)

**General limits of indemnity**

- € 5,000,000 for bodily injury
- € 5,000,000 for property damage
- € 1,000,000 for financial loss



<b>Professional and personal liability insurance</b>	
Damages occurring during internships, which are part of university studies or an Erasmus Plus program	●
Damages occurring during internships, which are not part of university studies or an Erasmus Plus program	€ 10,000* with a deductible of € 100
Volunteering	●
Indemnification of damages caused by co-insured children under the age of criminal responsibility	€ 10,000*
If the policyholder's civil partner is insured: recourse claims brought by social security institutions in the case of unmarried couples living together in the same household are covered.	●
The similar statutory liability of family members requiring special nursing care	●
The similar statutory liability of other family members	●
The similar statutory liability of au-pairs and exchange students	●
The statutory liability of persons employed in the policyholder's household and persons providing nursing care in that household	●
Work as a child-minder (paid or unpaid)	●
Ownership of real estate, e.g. for a house inhabited by the policyholder himself containing no more than two separate apartments	●
Photovoltaic and solar water heating systems, provided that the systems are located on the premises included in the insurance	●
Third-party liability insurance for building-project owners of up to € 100,000 total budgeted construction costs per project	●
Damage to rented property	€ 1,000,000*
Third-party liability insurance for keepers of a trained guide dog, provided that the insured person is in possession of a pass for the severely handicapped (stamped "Bl")	●
Occasional minding of a third party's dog, where this is done as a favour	●
Occasional use of motor-assisted boats belonging to third parties with an engine power of up to 55 kW (75 HP)	●
Use of motor vehicles with a maximum design speed of 6 km/h (e.g. invalid cars, children's cars)	●
Use of trailers, provided they are not subject to compulsory insurance coverage and are not attached to a motor vehicle	●
Use of self-propelled machinery with a maximum design speed of 20 km/h (e.g. lawn mowers, snow-clearing equipment)	●
Use of motor vehicles and trailers not subject to compulsory insurance coverage when on non-public ways or areas	●
Loss or damage occurring in a foreign country within Europe	Unlimited stay
Loss or damage occurring in a foreign country outside Europe	Stay of up to 60 months
Bail payment in the case of loss or damage occurring in a foreign country	€ 25,000
WHG residual risk and WHG plant cover for small containers (individual capacity of up to 60 litres) up to a total max. capacity of 1,000 litres. Insurance cover no longer applies if these limits are exceeded.	●
Loss of private and business keys belonging to third parties	€ 30,000*
Damage to property arising from an act of favour	€ 10,000*
<b>Bad debt losses</b>	●
Damage arising from data exchange and use of the Internet	€ 1,000,000*
Limit of indemnity in the case of violation of naming or personality rights	€ 200,000

\* Submit within the basic sum insured

**Note:** The aggregate limit of indemnity for all insured events of a given policy year is twice the sums stated.

### §3 Area of validity

Coverage exists for the professional and personal liability insurance worldwide. This insurance also covers countries for which the German Federal Foreign Office has issued a current travel warning, with the exception of areas which are in a state of war. In this case, the following war clause applies: "The insurance cover shall not apply if at least two of the following five great powers participate in the events: the USA, Great Britain, France, Red China or the UNO. If the UNO participates in the events, coverage will not automatically be excluded. However, coverage shall not apply if the UNO participates in the events and if one of the parties participating is declared 'aggressor'."

For insured persons from the Federal Republic of Germany, the insurance cover, with the exception of professional liability insurance for doctors, also applies to a temporary domestic stay of up to 12 months. For insured persons with a permanent residence outside Germany, the insurance cover does not apply in countries whose nationality the insured person has or where he/she has a permanent residence.

### §4 Special regulations for professional liability insurance

Insured are damages occurring during internships, which are part of studies or an Erasmus Plus program in the amount of the agreed sum insured.

Damages occurring during internships, which are not part of university studies or an Erasmus Plus program, are covered in the amount of € 10,000. In the latter case, a deductible of € 100 per damage case applies.

Excluded are claims for compensation from accidents by persons who work directly or indirectly for the policyholder, as far as such accidents are considered to be occupational accidents according to German Social Security Acts or foreign laws.

Claims from § 640 par. 1 National Social Insurance Code (RVO) are covered as long as they are made against the legal representative of the policyholder and persons he/she hired to lead or monitor the insured company or part of it.

### §5 Special regulations for insurance cases in the USA, Canada and countries with US legislation

In the event of insurance cases in the USA, Canada and countries where US legislation is applied, the insurer's costs will be charged as benefits to the sum insured.

Costs are: lawyer's fees, expert's fees, witness fees, and court fees; expenses to avoid or minimize the damage in case of a claim or after a claim is made as well as costs to calculate the damage and travel expenses not accruing to the insurer himself. This also applies if the costs resulted from an instruction by the insurer.

Compensation claims with a penal character are excluded from coverage. prei

### §6 Liability claims among co-insured persons

Any claims among co-insured persons are covered.

### §7 Payment of indemnification

Payments of indemnification of both the policyholder and the insurer shall be made exclusively in euros, even if the policyholder is obliged to pay the claimant's compensation in a foreign currency. The insurer's obligations shall be considered to have been fulfilled at the point at which the equivalent amount (according to the conversion table) is remitted to a foreign trade bank.

### §8 Subsidiary coverage

If other private liability insurance exists for the named persons, insurance coverage shall only apply if and insofar as the other insurer is not liable to pay.

## Law excerpts

### Excerpt from the law on the insurance contract (VVG) (German Insurance Contract Act)

#### §14 Due date of cash benefit

- (1) The insurer shall be liable to pay a cash benefit when enquiries necessary to establish the occurrence of the insured event and the extent of the insurer's liability have been concluded.
- (2) If these enquiries have not been concluded one month after notification has been given of the occurrence of the insured event, the policyholder may demand part payment in the amount which the insurer will at least be expected to pay. The time limit shall be suspended for as long as the enquiries cannot be concluded on account of the fault of the policyholder.
- (3) An agreement on account of which the insurer is released from the obligation to pay interest on arrears shall be void.

#### §28 Non-observance of an incidental obligation

- (1) In the event of the non-observance of an incidental obligation which the policyholder must fulfil vis-à-vis the insurer prior to the occurrence of an insured event, the insurer may terminate the contract without prior notice within one month after learning of the non-observance, unless the non-observance was not intentional or based on gross negligence.
- (2) Where the contract provides that the insurer is not obligated to effect payment in the event of the non-observance of an incidental obligation on the part of the policyholder, he shall be released from the liability if the policyholder intentionally breached the obligation. In the case of grossly negligent non-observance of the obligation, the insurer shall be entitled to reduce any benefits payable commensurate with the severity of the policyholder's fault; the burden of proof that there was no gross negligence shall be on the policyholder.
- (3) Notwithstanding subsection (2), the insurer shall be liable insofar as the non-observance of the obligation neither caused the occurrence or the establishment of the insured event nor the establishment or the extent of the insurer's obligation to effect payment. The first sentence shall not apply if the policyholder fraudulently breached the obligation.
- (4) The condition on which the insurer's entire or partial release from liability in accordance with subsection (2) is based shall, in the event of a violation of an existing duty to provide information or duty of disclosure after the occurrence of an insured event, be the fact that the insurer instructed the policyholder in separate correspondence and in writing of this legal consequence.

#### §86 Assignment of claims

- (1) If the policyholder is entitled to claim damages from a third party, this claim shall be assigned to the insurer insofar as the insurer compensates for the loss. The claim may not be assigned to the detriment of the policyholder.
- (2) The policyholder shall safeguard his claim for damages or a right serving to safeguard this claim in accordance with the applicable form and time requirements, and shall assist the insurer wherever necessary in asserting them. If the policyholder intentionally breaches this obligation, the insurer shall not be obligated to effect payment insofar as he cannot as a result claim compensation for it from a third party. In the event of a grossly negligent breach of the obligation, the insurer shall be entitled to reduce the benefits payable commensurate with the severity of the policyholder's fault; the burden of proof that there was no gross negligence is on the policyholder.
- (3) If the policyholder claims compensation from a person with whom he is sharing a common household when the loss occurs, assignment in accordance with subsection (1) cannot be asserted, unless that person intentionally caused the loss.

### Excerpt from the German Civil Code (BGB)

#### §195 Standard limitation period

The standard limitation period is three years.

## Data protection notice

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### a) Data protection principles of Dr. Walter GmbH (hereinafter referred to as Dr. Walter)

The protection of your privacy and of your personal data is paramount to us. We guarantee that we will always treat your data with the utmost confidentiality. Nowadays, insurance companies can only carry out their tasks with the aid of electronic data processing (EDP). Our state-of-the-art EDP enables us to handle contractual relationships correctly, quickly and in a cost-effective manner.

Both our behavior and our tools are in accordance with the Federal Data Protection Act (BDSG) as well as with other specific regulations for online data protection. Our data protection officer ensures that our data protection principles and any relating regulations are fully met.

For further information, please go to [www.dr-walter.com/datenschutz](http://www.dr-walter.com/datenschutz)

### b) Information about the use of your data by Dr. Walter

We need your personal data to process your applications and contracts, for claims handling and for individual supervision and consultancy. Collection, processing and use of your data are regulated by law. We have adopted a code of conduct for the handling of personal data that complies with the code of conduct of the German Insurance Association (GDV). Our code of conduct is based on data protection regulations of the German Insurance Contract Act (VVG), the Federal Data Protection Act as well as other significant laws but also on further measures to strengthen data protection. For more information, go to [www.dr-walter.com/datenschutz/personenbezogeneDaten](http://www.dr-walter.com/datenschutz/personenbezogeneDaten) to learn about our code of conduct with regard to handling your personal data.

Dr. Walter cooperates with several service providers in the use of health data and other data protected under § 203 German Criminal Code (StGB). At [www.dr-walter.com/datenschutz/dienstleisterliste](http://www.dr-walter.com/datenschutz/dienstleisterliste), we provide you with an overview of the service providers we work with.

At your request, we can send you a printed list of the service providers as well as our code of conduct. Please contact:

Dr. Walter GmbH, Eisenerzstrasse 34, 53819 Neunkirchen-Seelscheid, Germany  
T +49 (0) 22 47 91 94 -0, F +49 (0) 22 47 91 94 -40.

### c) Responsible body

Collection of your personal data is carried out by Dr. Walter GmbH, Eisenerzstrasse 34, 53819 Neunkirchen-Seelscheid (responsible body).

### d) Your rights

You have the right to obtain information free of charge about your data stored by us. You also have the right to withdraw any granted consent to the collection, processing and use of your personal data at any time and with future effect as well as the right to correct any incorrect data or to delete or block any impermissible or no longer needed data.

You can assert these rights to the above address directly against Dr. Walter. For further questions with regard to data protection, please contact our data protection officer at Dr. Walter, Eisenerzstrasse 34, 53819 Neunkirchen-Seelscheid, T +49 (0) 22 47 91 94 -0.

## Right of revocation

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

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

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

You can use the following text sample for your revocation:

*I hereby revoke the contract I concluded.*

*Insurance policy number:*

*Concluded on:*

*Name of the policyholder:*

*Address of the policyholder:*

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

*Date:*