General Insurance Conditions

(including Third Party Liability and Baggage)
Valid from 2007

POLICY CONDITIONS

In accordance with the Danish Insurance Contracts Act.

ART. 1 DATE OF COMMENCEMENT

1.1: The right to reimbursement shall take effect on the commencement date of the insurance. The cover is effective when the insured leaves his/her country of permanent residence and shall cease upon return to the country of permanent residence.
1.2: The maximum duration per trip for each insured person is 24 months.
1.3: If the insurance was initially taken out for less than 24 months, the insurance period can later be extended.
However, any illness or injury which has come into existence, or has shown symptoms, or has been diagnosed in the previous insurance period(s) shall not be covered in the extended insurance period.

ART. 2 WHERE IS COVER PROVIDED?

2.1: The insurance shall provide worldwide cover.
2.2: The insurance does not provide cover in the country where the insured has a permanent residential address.

ART. 3 WHAT IS COVERED BY THE INSURANCE?

3.1: The insurance shall cover expenses incurred by the insured in the insurance period in accordance with the applicable list of cover and benefits.
3.2: In case of hospitalization and in-patient treatment, the insurance shall cover 100% up to the maximum insured amount.
3.3: In case of treatment in an emergency ward which could have taken place in an out-patient facility, the reimbursement shall be reduced by a co-payment of USD 250 / EUR 200 per claim.
3.4: If an elective co-payment for out-patient treatment by a doctor/specialist has been chosen, the reimbursement for each claim shall be reduced by this amount.

ART. 4 MEDICAL EXPENSES

4.1: The insurance shall cover the medical expenses incurred by the insured in case of acute illness and injury.
4.2: Treatment by physiotherapists and chiropractors prescribed by an authorised physician shall be compensated up to the maximum amount stated in the list of cover and benefits.
4.3: Provisional pain-stilling dental treatment by authorised dentists and prescribed medicines in connection herewith shall be compensated up to the maximum amount stated in the list of cover and benefits.
4.4: The insurance shall not cover expenses for treatment of pre-existing, chronic or recurrent illnesses and disorders if the insured:
a) has been hospitalised within 6 months prior to departure and/or start of the insurance period,

b) has been treated by a physician (routine check-ups excepted) within 6 months prior to departure and/or start of the insurance period,
c) has had a change of medication within 6 months prior to departure and/or start of the insurance period,
d) has not received medical treatment, has refused or given up treatment, even though the insured should know that the illness/disorder ought to be treated, or has deteriorated,
e) has reached a state where any attempt of further treatment has been abandoned, or has been refused treatment,
f) is waiting to receive treatment, or has been referred to another place of treatment,
g) has omitted to go to prearranged controls.
The insurance does not cover expenses for control, treatment and medicines in connection with stabilisation and regulation of a pre-existing, chronic or recurrent illness/disorder. The insurance does not cover a need for treatment which was expected before departure.
4.5: Physicians, specialists, dentists, etc. performing the treatment must have authorisation in their country of practice. Furthermore, the method must be approved by the public health authorities in the country where the treatment takes place. Methods of treatment not yet approved by the public health authorities, but under scientific research, will only be covered if approved in advance by the Company's medical consultants.
4.6: The Company has the right to demand that the insured be repatriated in order to receive treatment in the country of permanent residence, if the Company's medical consultant and the treating physician agree that treatment can be postponed until the insured has been transferred to his/her country of permanent residence.

ART. 5 MEDICAL EVACUATION/REPATRIATION
5.1: Reimbursement shall be paid for reasonable additional expenses incurred for the insured's medical evacuation/repatriation in the event of acute serious illness (cf. Art. 4.4), serious injury or death.
5.2: The insurance shall provide cover subject to the treating physician and the Company's medical consultant agreeing on the necessity of transferring the insured and agreeing on whether the insured should be transferred to his/her country of permanent residence or to another
place of treatment.
5.3: Only one transportation is covered in connection with one course of an illness.
5.4: In the event of the insured's death, expenses for home transportation of the deceased and for statutory arrangements such as embalming and a zinc coffin shall be reimbursed. The next-of-kin have the following options:
a) cremation of the deceased and home transportation of the urn or
b) home transportation of the deceased.
Expenses shall be reimbursed for repatriation for any 2 of the summoned relatives or fellow-travellers of the deceased. The Company shall reimburse travel expenses equivalent to the cost of an aeroplane ticket on economy class, as a maximum.
5.5: If the insured is unable to continue the trip due to an acute illness covered by the insurance, additional and reasonable travel expenses shall be covered when the insured is able to travel again, and when accepted by the Company prior to the change of travel itinerary.
5.6: The Company cannot be held liable for any delays or restrictions in connection with the transportation caused by weather conditions, mechanical problems, restrictions imposed by public authorities or by the pilot or any other condition beyond the Company's control.

ART. 6 RETURN TRIP
6.1: The insurance shall cover a return trip to the destination abroad if the insured has been medically evacuated because of illness or injury or if the insured has been repatriated and used the Compassionate Emergency Repatriation cover.
6.2: The incident causing the return trip must be covered by the insurance, and the insurance must still be valid at the time of the return trip.
6.3: The return trip must be made at the latest 2 weeks after the medical/repatriation evacuation or the compassionate emergency repatriation.
6.4: The Company shall compensate travel expenses equivalent to the cost of a return aeroplane ticket on economy class. The destination for the return trip must always be the destination where the insured would have been according to his/her original travel plan at the time of the return trip.

ART. 7 COMPASSIONATE EMERGENCY REPATRIATION
7.1: The insurance shall cover in the event that the insured has to terminate his/her stay abroad prematurely, because a close relative in the insured's country of permanent residence is hospitalised or

dies as a result of serious acute illness or injury occurring after the departure of the insured. In case of doubt, the decision will be left with the Company's medical consultants and if necessary with the treating physician. In the event of death, a death certificate must be submitted to the Company.
A close relative is defined as being a spouse/partner, residing and registered at the same address as the insured, a child, a son or daughter-in-law, a grandchild, a parent, a grandparent, a parent-in-law, a brother or a sister.
7.2: Only one transportation is covered in connection with one course of an illness.
7.3: No compensation shall be paid if the injured in question is a fellow-traveller who has already been repatriated.
7.4: Repatriation shall only be covered if the ensuing time of arrival is at least 12 hours earlier than the insured's originally planned time of arrival.
7.5: Reimbursement shall be paid for reasonable additional travelling expenses equivalent to the cost of an aeroplane ticket on economy class, as a maximum.
7.6: The insured has the right to take 1 fellow-traveller to accompany him/her on emergency repatriation. Compensation includes additional travelling expenses equivalent to the cost of an aeroplane ticket on economy class, as a maximum.

ART. 8 NEXT-OF-KIN ACCOMPANIMENT AND COMPASSIONATE EMERGENCY VISIT
8.1: The insurance shall cover accompaniment in the event of serious acute illness, serious injury, death and/or medical evacuation/repatriation of the insured. It is a condition for cover that the Company's medical consultant and the attending physician agree that the duration of the stay in hospital will be a minimum of 5 days and nights, or that the condition of the insured is life-threatening.
8.2: The insured is entitled to have a maximum of two persons accompanying him/her. The accompanying persons may either be fellow-travellers or relatives who are summoned from the insured's country of permanent residence to accompany the insured.
8.3: The Company shall reimburse additional travel expenses equivalent to the cost of a return aeroplane ticket on economy class per summoned person.
Furthermore, compensation shall be made for a maximum of USD 300 / EUR 250 per day for each summoned person or fellow-traveller for expenses in connection with accommodation, board and local transport.
8.4: The insurance shall only cover a compassionate emergency visit one time in connection with one insured event.

ART. 9 PERSONAL ACCIDENT
9 .1: If the policyholder has cover for personal accident, compensation shall be paid by the insurance in the event of an accident that directly, and without the influence of any illness, causes the insured's death or results in loss of a limb, loss of sight, loss of extremity, or permanent total disablement.
9.1.1: An accident is defined as follows: A fortuitous event occurring without the insured's intention which has a sudden, external and violent impact on the body, resulting in demonstrable bodily injury.
9.2: Exceptions for compensation:
a) any illness or pre-existing medical condition which occurs, even though the illness or condition recurs as a result of the accident or is aggravated by it,
b) any accident caused by illness,
c) any aggravated consequences of an accident due to a pre-existing condition or any unforeseen illness subsequently contracted,
d) any consequences of medical treatment not necessitated by an accident covered by the insurance,
e) if the insured is under the age of 18, compensation in case of death is limited to USD 3,000 / EUR 2,500,
f) if the insured is over the age of 75, the compensation payable in case of death or disablement is limited to 50% of the insurance sum.
9.3: Compensation in case of death becomes payable at 100% of the insurance sum when an accident directly results in the insured's death within 1 year after the accident.
Unless the Company has received written instructions to the contrary, the insurance sum shall be paid to the insured's immediate family members, defined as the insured's spouse, or, if the insured leaves no spouse, the insured's children or, in the absence of any children, the insured's cohabitee, provided that such cohabite has been registered at the same address as the insured for at least 2 years or, in the absence of a cohabitee, the insured's beneficiaries.
If compensation in the event of disablement was paid as a consequence of the accident, the amount of compensation payable is the amount by which the death benefit exceeds the payment already made.
9.4: Compensation in case of loss of a limb, loss of sight, loss of extremity, or permanent total disablement

becomes payable, provided that the injury causes disablement of the insured within one year after the accident.
a) Loss of a limb shall be loss by separation or the total and irrecoverable loss of use of a hand at or above the wrist or a foot at or above the ankle. Compensation shall be made at 100% of the insurance sum.
b) Loss of sight shall be loss of sight of one or both eyes which is certified as being complete and irrevocable by a qualified practitioner specialising in ophthalmology and approved by the Company. In case of loss of sight of one eye, compensation shall be made at 50% of the insurance sum. In case of loss of sight of two eyes, compensation shall be made at 100% of the insurance sum.
c) Loss of extremity shall be the permanent physical separation or the total and irrecoverable loss of use of a digit or part thereof or an ear, nose or genital organ or part of one of the above. Compensation shall be made at 25% of the insurance sum.
d) Permanent total disablement shall be disablement which inevitably and continuously prevents the insured from carrying out every aspect of his/her normal business or occupation for a period of 12 calendar months and, at the end of such period is certified by two qualified medical practitioners approved by the Company as being beyond hope of improvement. If the insured has no business or occupation, the disablement must confine him/her immediately and continuously to the house and prevent him/her from attending to his/her normal duties. Compensation shall be made at 100% of the insurance sum.
9.5: The insured must be receiving medical treatment and comply with the physician's instructions.
9.6: The Company is entitled to obtain information from any physician who is treating or has been treating the insured, to subject the insured to treatment by a physician chosen by the Company and, in case of death, to demand an autopsy.

ART. 10 EXCEPTIONS FOR COMPENSATION
10.1: The Company shall not be liable to pay reimbursement for expenses which concern, are due to or are incurred as a result of:
a) death, illness, injury, bodily infirmity or physical disability and consequences hereof which have come into existence, or shown symptoms, before each trip abroad (cf. Art. 4.4),
b) cosmetic surgery and treatment and consequences thereof unless medically prescribed and approved by the Company,
c) recreational treatment,
d) pre-existing diseases of the teeth and dental treatment which is not pain-stilling and provisional and can await the insured's arrival home,
e) dentures,
f) venereal diseases, AIDS, AIDS-related diseases and diseases relating to HIV antibodies (HIV positive),
g) medical and maternity assistance arising after the 36th week of pregnancy, and after the 18th week when the pregnancy is the result of any kind of fertility treatment and/or the insured is expecting more than one child,
h) induced abortion which is not medically prescribed,
i) abuse of alcohol, drugs and/or medicines,
j) intentional self-inflicted bodily injury,
k) treatment by naturopaths, naturopathic medicines and other alternative methods of treatment,
l) treatment for sickness or injuries directly or indirectly caused while actively engaging in: war, invasion, acts of a foreign enemy, hostilities (whether war has been declared or not), civil war, terrorist acts, rebellion, revolution, insurrection, civil commotion, military or usurped power, martial law, riots or the acts of any lawfully constituted authority, or army, naval or air service operations (whether war has been declared or not),
m) nuclear reactions or radioactive fallout,
n) treatment performed by the insured, his/her spouse, parents or children or an enterprise owned by one of the aforesaid persons,
o) epidemics which have been placed under the direction of the public authorities,
p) treatment by psychologists, unless prescribed by the treating physician in connection with emergency relief,
q) routine medical check-ups, vaccinations and other preventive treatment,
r) the insured resisting or failing to comply with the medical directions given by the Company's medical consultant and the treating physician,
s) the insured resisting medical evacuation/ repatriation (cf. Art. 4.6),
t) transportation which has not been arranged by the Company. However, expenses equivalent to the amount which the Company would have reimbursed, if it had been notified of the transportation shall be covered,
u) medical treatment and examinations which can await the insured's arrival home,

v) private room in hospital unless medically prescribed and approved by the Company,
x) any treatment which is not necessary or which is not directly related to the diagnosis covered by the insurance,
y) active participation in any motorsport show, race or competition,
z) any illness or injury resulting from active engagement in an illegal act.
10.2: Expenses incurred during trips of which the Company has not been notified prior to the insured's departure, will not be covered by the insurance.

ART. 11 HOW TO REPORT A CLAIM
11.1: Reimbursement shall be paid following the Company's approval of the expenses as being covered by the insurance after a fully completed Claim Form has been submitted to the Company together with the original, receipted and itemised bills and/or other relevant documentation such as medical information and aeroplane tickets/travel documents.
The Company scans original bills upon receipt. Any retrieval of the original invoice is not possible. The scanned bill stamped 'Certified as a true Copy' represents the original.
11.2: In no event shall the amount of reimbursement exceed the amount shown on the bill. If the insured receives reimbursement from the Company in excess of the amount to which he/she is entitled, the insured shall be under the obligation to repay the Company for the excess amount immediately. Subsequent reimbursement made by the Company shall first be written down by any such outstanding amount.
11.3: Reimbursement payments shall be limited to the usual, customary and reasonable charges in the area or country in which the treatment is provided.
11.4: The Company shall be notified immediately in case of death, hospitalisation, emergency repatriation, medical evacuation/repatriation, or accompaniment, and such notification must include medical information about the illness/injury. Notification should be made by telephone or e-mail to the Company's 24-hour emergency service; the Company shall defray all expenses incurred in this connection.
11.5: Claims shall be reported to the Company immediately and no later than 30 days after the expiry of the insurance.
11.6: Complaints regarding the Company's claims handling shall be filed no later than 30 days after receipt of the reimbursement amount.

ART. 12 COVER BY THIRD PARTIES
12.1: Where there is cover by another insurance policy or healthcare plan, this must be disclosed to the Company when claiming reimbursement.
12.2: In these circumstances the Company will coordinate payments with other companies and the Company will not be liable for more than its rateable proportion.
12.3: If the claim has been covered in whole or in part by any scheme, program or similar, funded by any Government, the Company shall not be liable for the amount covered.
12.4: The policyholder and any insured person undertake to co-operate with the Company and to notify the Company immediately of any claim or right of action against third parties.
12.5: Furthermore, the policyholder and any insured person shall keep the Company fully informed and will take any reasonably steps in making a claim upon another party and to safeguard the interests of the Company.
12.6: In any event the Company shall have the full right of subrogation.

ART. 13 NECESSARY INFORMATION TO THE COMPANY
13.1: The policyholder and/or the insured shall be under the obligation to notify the Company of any travel or health insurance cover or a similar cover with another company.
13.2: The policyholder and/or the insured shall also be under the obligation to notify the Company of and provide the Company with all obtainable information required for the Company's handling of the policyholder's and/or the insured's claim against the Company.
13.3: In addition, the Company shall be entitled to seek information about the insured's state of health and to contact any hospital, physician, etc. who is treating or has been treating the insured for physical or mental illnesses or disorders. Furthermore, the Company shall be entitled to obtain any medical records or other written reports and statements concerning the insured's state of health.

ART. 14 ASSIGNMENT, CANCELLATION AND EXPIRY
14.1: Without the prior written consent of the Company, no party shall be entitled to create a charge on or assign the rights under the insurance.
14.2: The Company's liability automatically ceases at the end of the insurance period. Upon expiry of the insurance, the right to compensation ceases.
14.3: The insurance period may be extended up to 48 hours with no extra premium charge, if the return of the insured is delayed without the insured being responsible for the delay.
14.4: Where upon taking out the insurance or subsequently, the policyholder or the insured has fraudulently disclosed incorrect information or withheld facts which may be regarded as being of importance to the Company, the insurance contract shall be void and shall not be binding on the Company.

ART. 15 DISPUTES, VENUE, ETC.
15.1: Any disputes arising out of or in connection with the insurance contract shall be settled in accordance with Danish law, with Copenhagen as the agreed venue.
The Company is affiliated to Ankenævnet for Forsikring,
Anker Heegaards Gade 2, 1572 Copenhagen V, Denmark
(The Insurance Appeals Board).

General Conditions of Insurance for Liability Insurance

I. The Insurance Cover (§§ 1-4)

§ 1 Scope of the insurance

1. The insurer provides the policyholder with insurance cover for the event that a third party makes a compensation claim against him/her on the basis of statutory liability provisions in private law for an event occurring during the period of the insurance which has resulted in the death, injury or harm to health of persons (personal injury) the damage or destruction of property (material damage).

2. The insurance cover extends to the legal liability
a) arising from the properties, legal relationships or activities of the policyholder set out in the insurance certificate and its supplements (insured risk)
b) arising from increases or expansions of the insured risk insofar as they do not consist in the keeping or operating of aircraft, motor vehicles or water-borne craft (apart from rowing boats). In the event of increases of the assumed risk as a result of changes in existing or the issuing of new legal regulations, the following applies: The insurer is entitled to terminate the insurance relationship observing a period of notice of one month. The right of termination ceases however if it is not exercised within one month of the time at which the insurer becomes aware of the increased risk, or if the situation which existed before the increase is restored.
c) arising from risks which newly arise for the policyholder after taking out the insurance, in accordance with §2 (Provident insurance)

3. The insurance cover can be extended by special agreement to statutory liability for pecuniary damages which have occurred neither through personal injury nor material damage, as well for mislaid articles. The provisions for material damage apply to mislaid articles.

§ 2 Provident insurance

For provident insurance (§ 1 no. 2 c) the following special conditions apply in addition to the other provisions of the policy:
1. The insurance cover begins immediately with the start of a new risk without special notification being required. However, the policyholder must, at the request of the insurer, which can also be in the form of a note attached to the premium invoice, notify every newly occurring risk within one month of receipt of this request. If the policyholder does not notify the new risk in time or if within one month of receipt of the notification by the insurer agreement about the premium for the new risk has not been reached, the insurance cover for this lapses retrospectively as of the start of the risk. In the event of an insurance claim before the new risk has been notified the policyholder must provide evidence that the new risk only occurred after taking out the insurance and at a time at which the notification deadline had not expired.

2. The insurance cover is limited to the sum of 500,000 EUR for personal injury and 150,000 EUR for material damage unless lesser insured sums have been set out in the insurance certificate.

3. The insurance cover does not extend to risks associated with:
a) the ownership, operation of railways, theatres, cinema and film enterprises, circuses and platforms, also of aircraft and water-borne craft of any type (apart from rowing boats) and driving such vehicles as well as hunting
b) manufacturing, processing, storing, transporting, using and trading in explosive substances insofar as a separate official licences is required for this
c) the keeping or driving of motor vehicles

§ 3 Start and extent of the insurance cover, payment of the first premium

I.

1. The insurance cover begins at the time indicated on the insurance certificate if the policyholder has paid the first or one-off premium in time.

2. The charged amount includes the insurance tax, which the policyholder has to pay in accordance with the legally stipulated sum.

II.

1. Unless otherwise agreed the first or one-off premium is due immediately on taking out the policy. The payment is considered to be on time if it is made immediately after receipt of the insurance certificate and the payment request, as well as at the end of the objection deadline of 14 days set out in the insurance certificate. If payment of the annual premium in instalments is agreed the first premium is considered to be the first instalment of the first annual premium.

2. If the policyholder does not pay the first or one-off premium at the due time, but at a later time, the insurance cover only begins as of this time.

3. If the policyholder does not pay the first or one-off premium in time, the insurer can withdraw from the policy as long as the premium has not been paid. It is considered as withdrawal if the insurer does not legally claim the first or one-off premium within three months of taking out the policy.

4. If the direct debiting of the premium from an account has been agreed the payment is considered as being on time if the premium can be debited on the due date as indicated in the insurance certificate and the policyholder does not object to an authorised debit. If the due premium could not be debited by the insurer through no fault of the policyholder the payment is still on time if it is made immediately after a written payment request by the insurer. If the policyholder is responsible for the premium not being able to be debited on repeated occasions the insurer is entitled to request future payment without direct debit.

5. 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 insurance certificate 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.

III.

1. The insurer's payment obligation includes checking the liability question, the rejection of unjustified claims as well as the repayment of compensation which the policyholder has to pay on the basis of an acknowledgment issued or approved by the insurer, a concluded or approved settlement or a judicial decision. If the payment obligation of the insurer has been established the payment must be made within two weeks. If in criminal proceedings based on a damages event which could result in a liability claim covered by the insurance, the appointment of a defence lawyer for the policyholder is requested or approved, the insurer bears the fee-related, possibly specially agreed higher costs of the defence lawyer. If the policyholder has to stand surety in accordance with the law for a annuity owed as a result of the insurance claim or if he/she can defer the implementation of a judicial decision through standing surety or depositing, the insurer must stand surety or deposit in his/her place.

2. The insured sums indicated in the insurance certificate constitute the maximum limit per claim for the extent the insurer's payment. This also applies if the insurance cover extends to several persons liable to pay damages. Several claims linked in time due to the same cause or several claims resulting from delivery of the same defective products are considered as one claim. It can be agreed that the policyholder pays an excess in the event of each incident amounting to a sum determined in the insurance certificate.
It can also be agreed that the insurer limits his overall payment for all claims in an insurance year to a multiple of the agreed insured sums.

3. If in a claim there is dispute about the entitlement between the policyholder and the injured party or his/her legal successor the insurer conducts the legal dispute on behalf of the policyholder at his expense.

IV.

1. If the liability claims exceed the insured sum the insurer only has to bear the cost of the proceedings as a proportion of the insured sum to the overall amount of the claims, even if several proceedings arising out of one incident are involved. In such cases the insurer is entitled to exempt himself from all further payment by paying the insured sum and his share of the costs corresponding to the insured sum.

2. If the policyholder has to pay annuity payments to the injured party and if the capital value of the annuity exceeds the insured sum or the remainder of the insured sum after deduction of any other payments arising out of the claim, the annuity to be paid will only by paid by the insurer at the proportion of the insured sum or its residual amount to the capital value of the annuity. The annuity value is calculated on the basis of the general mortality tables for Germany with an endowment nature 1987 R men and women and on the basis of accounting interest which takes the actual capital market interest in Germany into consideration. The arithmetic mean of the public yields of the past 10 years, as published by the German Federal Bank is taken as the basis for this.
Subsequent increases and reductions in the annuity are calculated at the time of the original start of the annuity with the cash value of a deferred annuity in accordance with the above calculation principle. For calculating orphan benefits the age of 18 is agreed as the earliest end date. For the calculation of injured party benefits the age of 65 is agreed as the earliest end date in the case of wage-earners, unless otherwise agreed by a judgement, settlement or other decision, or the circumstances forming the basis of the determination change. In calculating the sum with which the policyholder must participate in the 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 to their full amount from the insured sum.

3. If the handling of a liability claim through acknowledgment, satisfaction or settlement requested by the insurer fails through the resistance of the policyholder, the insurer is not responsible for the additional costs of the main proceedings, interests and costs incurred by the refusal.

§ 4 Exclusions

I.

Unless otherwise expressly set out in the insurance certificate the insurance cover does not extend to:
1. Liability claims which on the basis of agreement or special consent go beyond the statutory liability of the policyholder

2. Claims for salaries, pensions, wages and other stipulated payments, care, medical treatment in the event of inability to work, benefit claims (cf. for example §§ 616, 616 Federal Code, 63 Commercial Code, 39 and 49 Seamen's law and the appropriate provisions of the business order of the Social Welfare Code VII and the Federal Social Welfare law) as well as claims on the basis of tumult claims laws.

3. Liability claims on the basis of incidents occurring abroad, though claims on the basis of §110 Social Welfare Code VII are, however, covered.

4. Liability claims as a result of participation in horse, cycle or motor vehicle races, boxing or wrestling as well as the preparations therefore (training).

5. Liability claims based on material damage due to the gradual effect of temperature, gases, vapours or moisture, precipitation (smoke, soot, dust and suchlike), also waste water, mould formation, subsidence of land (also of works or parts thereof erected thereon), landslides, vibrations due to pile-driving work, floods or stationary or flowing waterways as well as damage to land by grazing animals and wild animals.

6. Claims for damage to third-party effects and all pecuniary damage arising therefrom if
a) the policyholder has rented, leased, borrowed this property or acquired them through unlawful acts, or they are subject to a special administration agreement
b) the damage
- has occurred through business or occupational activities of the policyholder on these effects (processing, repair, transportation, testing etc); in the case of immovable effects this exclusion only applies if these effects or parts thereof were directly affected by the activity, has occurred through the policyholder using these effects to carry out his/her commercial or occupational activities (as tools, auxiliary agents, material storage area etc);
- in the case of immovable effects this exclusion only applies if these effects or parts thereof were directly affected by the use;

- has occurred through a business or occupational activity of the policyholder and the effects – if immovable effects are involved – or parts thereof were in the immediate area of influence 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 measures to prevent damage. 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 coinsured through the policy.
There is no insurance cover for claims:
- relating to the fulfilment of contracts, subsequent fulfilment, self-undertaking, withdrawal, reduction, compensation instead of payment
- relating to damage caused in order to implement improvement
- due to failure of use of the subject matter of the policy or absence of success of the contractual obligation
- relating to the reimbursement of futile expenses in anticipation of correct contract fulfilment
- relating to compensation for pecuniary losses due to delayed performance
- relating to substitute performance in place of fulfilment
This also applies if statutory claims are involved.

7. Liability claims for damages directly or indirectly connected to energy-rich ionising radiation (e.g. alpha, beta and gamma radiation emitted from radioactive substances, as well as neutrons or radiation generation in particle accelerators), as well as laser and maser radiation *

8. Liability claims for damages due to environmental effects and all further damage resulting from this. This also includes damage caused by fire and/or explosion.
This does not apply
a) as part of the insurance of private liability risks
or
b) if liability claims are made against the policyholder for damage due to environmental effects as a result of products (also waste) produced or delivered by the policyholder, through work or other activities after implementation or after completion of the work (product liability) unless this is a result of 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 waterways (Waterways Act [WHG] installations)
- installations in accordance with appendix 1 or 2 to the Environment Liability Law (UmweltHG installations)
- installations which in accordance with environmental protection regulations must be authorised or notified, insofar as they are not WHG or UmweltHG installations,
- waste water installations of part which are evidently intended for such installations

9. Claims relating to damages due to asbestos, substances or products containing asbestos

II.

Excluded from the insurance are:

1. Insurance claims by all persons who have deliberately caused the damage. In the case of delivery or manufacturing of goods, products or work, knowledge of the defective nature or harmfulness of the goods etc is the equivalent of malicious intent.

2. Liability claims
a) based on incidents involving relatives of the policyholder, who live in a joint household or who are persons coinsured in the insurance policy
b) between several policyholders of the same insurance policy
c) by legal representatives of persons incapable or incapable to a limited extent of managing their own affairs
d) by partners of companies without legal status who are personally liable without limitation
e) by legal representatives of juridical persons in private or public law as well as associations without legal status
f) by liquidators

Relatives are spouses, partners in accordance with the cohabiting partnership law or equivalent partnerships in accordance with the law of other countries, parents and children, adopted parents and children, parents and children in law, step-parents and children, grandparents and grandchildren, siblings as well as foster parents and children (persons who are associated with each other through a family-like, long-term relationship as parents and children). The exclusions under b) to f) also extent to liability claims by relatives of the persons cited therein if they live in a joint household.

3. Liability claims based on the fact that the policyholder has not within an appropriate period rectified particularly dangerous circumstances which the insurer can by rights request, and has requested, to have eliminated. A circumstance which had resulted in damage continues to be considered as particularly risky.

4. Liability claims for personal harm resulting from the transmission of an illness of the policyholder, as well as material damage caused by animals belonging to, kept by or sold by the policyholder, unless the policyholder has not acted in a malicious or in a grossly negligent manner.

5. Liability claims for damage caused to work or effects produced or supplied by the policyholder (or third parties acting on his/her instructions or behalf) as a result of a cause lying in the production or supply and all pecuniary losses arising there from.

§ 5 Obligations of the policyholder, procedure

1. A claim in accordance with this policy is the incident, which could result in liability claims against the policyholder.

2. Every claim must be notified in writing to the insurer (§14) immediately, within one week at the latest. If investigation proceedings are initiated or a notice of prosecution or a warning is issued, the policyholder must notify the insurer immediately, even if the claim has already been notified. If the injured party enforces his/her claim against the policyholder, he/she must notify this within one week of making the claim. If a claim is judicially made against the policyholder, if assistance with the proceedings costs is applied for or if the action is judicially notified, he/she must also notify this immediately. The same applies in the case of an arrest, a restraining order or evidence collection proceedings.

3. The policyholder must if possible, observing the directions of the insurer, ensure avoidance and reduction of the claim and do everything to clarify the incident if nothing undue is assumed of him/her. He/she must support the insurer in avoiding the claim and in assessing and settling the claim, submit comprehensive and truthful damage reports, inform him of all circumstances relating to the claim and forward all documents which in the view of the insurer are of relevance to assessing the claim.

4. If the liability claims results in a lawsuit the policyholder must leave the conduct of the case to the insurer, grant power of attorney to the lawyer appointed or designated by the insurer and provide all explanations deemed necessary by this person or the insurer. Without awaiting the insurer's instructions, the policyholder must object in time to warning notices or orders relating to compensation from administration authorities or make use of the required legal remedies.

5. The policyholder is not entitled, without the prior consent of the insurer, to accept or satisfy a liability claim in full or in part or to agree a compromise. In the event of infringement the insurer is exempted from payment obligations, unless the policyholder could not in accordance with the circumstance refuse the satisfaction or acceptance without evident pre-justice.

6. If as a result of changed circumstances the policyholder acquires the right to request the cancellation or reduction of a payable annuity, he/she must have the insurer exercise this right in his/her name. The provisions of numbers 3 to 5 apply accordingly.

7. The insurer is considered as being authorised to give on behalf of the policyholder all declarations he deems expedient to settle or avoid the claim.

§ 6 Legal consequences of breach of obligations

I.

If one of the obligations set out in § 5 or if another obligation to be fulfilled in the event of or following a claim is breached the policyholder loses his/her insurance cover, unless he/she has breached the obligation neither in a malicious or grossly negligent manner. In the event of a grossly negligent breach the policyholder retains his/her insurance cover if the breach has had no effect on the establishment of the claim or on the assessment of the performance. If the breached obligation is intended to avoid or reduce the claim, the policyholder retains his/her insurance cover in the event of gross negligence if the scope of the claim would not have been any less if the obligation had been fulfilled. In the event of a negligent breach the policyholder retains his/her insurance cover only if the breach would not have seriously impaired the interests of the insurer, or if no great blame is being apportioned to the policyholder.

II.

If an obligation is breached which must be fulfilled vis-à-vis the insurer before the claim or to avoid/reduce risk, the policyholder has no insurance cover if the insurer exercises his right to cancel the policy without notice within one month of becoming aware of the breach of obligation. The insurer has no right of cancellation and the insurance cover remains intact if no blame could be attached to the breach of obligation. If the breached obligation was intended to reduce the risk or prevent an increase in risk, the policyholder does not lose his/her insurance cover if the breach has had no effect on the occurrence of the claim or the extent of the insurer's payment obligations.

III. The insurance relationship (§§ 7-14)

§ 7 Insurance on behalf of others, transfer of the insurance claim

1. If the insurance extends to liability claims against persons other than the policyholder himself/herself, all the provisions in the insurance policy relating to the policyholder apply to these persons accordingly. Exercising the rights arising out of the insurance policy is the exclusive responsibility of the policyholder, who remains responsible for fulfilling the obligations along with the insured person.

2. Claims by the policyholder himself/herself or the persons named in § 4 number II.2 against the insured persons as well as claims among the insured persons are excluded from the insurance.

3. Before having been definitively established, the insurance claims cannot be transferred without the express consent of the insurer.

§ 8 Premium payment, premium regulation, premium adjustment, premium in the event of early termination of the policy

I.

1. Unless otherwise agreed the subsequent premiums are due on the first of the month of the agreed premium payment period. The payment is considered to be on time if it has been made at the time indicated on the insurance certificate or in the premium invoice. The charged premium includes the insurance tax which the policyholder has to pay at the statutory rate.

2. If the direct debiting of the premium from an account has been agreed the payment is considered as being on time if the premium can be debited on the due date as indicated in the insurance certificate and the policyholder does not object to an authorised debit.
If the due premium could not be debited by the insurer through no fault of the policyholder the payment is still on time if it is made immediately after a written payment request by the insurer. If the policyholder is responsible for the premium not being able to be debited on repeated occasions the insurer is entitled to request future payment without direct debit.

3. If the subsequent premium is not paid on time the policyholder is in default without a reminder, unless he/she is not responsible for the late payment.
The insurer will request payment in writing and set a payment deadline of at least two weeks. The insurer is entitled to claim compensation for the loss incurred by the delay.

4. If the policyholder is still in default on expiry of this payment deadline, no insurance cover exists as of this time until payment is made if this has been indicated to him/her in the payment request.
* The compensation of damage caused by nuclear energy is determined by the Nuclear Act. The operators of nuclear installations are liable for cover provision and taking out liability insurance for this.

5. If on expiry of this payment period the policyholder is still in default with the payment, the insurer can cancel the policy without notice if he has pointed this out to the policyholder in the payment request. Cancellation can also be announced when determining the payment deadline. In this case the cancellation takes effect on expiry of the payment period if the policyholder is still in default with the payment at this time. This must be pointed out to the policyholder in the payment request. If the insurer has cancelled the policy and the policyholder pays the outstanding sum within one month of the cancellation, or if the cancellation is linked to the deadline determination within one month of expiry of the payment deadline, the policy is continued. For claims arising between the receipt of the cancellation and the payment there is, however, no insurance cover.

6. If payment of the annual premium in instalments has been agreed the still outstanding instalments become due immediately if the policyholder is in arrears with the payment of one instalment. The insurer can also demand annual premium payment in future.

II.

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 by way of the business books or other evidence. 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 if the policyholder cannot prove that the incorrect details were provided through no fault of his/her own.

2. On the basis of the notification of changes or other findings the premium is corrected in accordance with the time of the change. However, it may not be less than the minimum premium that applied in accordance with the insurer's prices at the time of taking out the policy. All increases occurring in accordance with § 8 number III after taking out the insurance, or reductions in the minimum premium are taken into account. In the event of a risk ceasing to exist any reduced premium is calculated as of the time of notification.

3. If the policyholder does not submit the above notification in time, the insurer can, for the period for which the details were to be given, demand a subsequently payable sum amounting to the premium already paid for this period instead of premium regulation (number II.1). If the details are subsequently provided, but still within two months of receipt of the request for subsequent payment, the insurer must repay any premium sum paid in excess.

4. The above previsions also apply to insurance policies with premiums paid in advance for several years.

III.

1. On 1st July of each year an independent trustee determines by which percentage the average claims payments which insurers approved for providing general liability insurance have made in the past calendar year have increased or decreased compared to the previous year. The determined percentage is rounded down to the next lowest whole number divisible by five. Claims payments are also considered to be costs arising through individual claims for damage investigation which have been incurred in order to determine the basis and amount of the insurance payments. 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.

2. 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 number 1 paragraph 1 clause 2 (premium adjustment). 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 number 1 paragraph 1 clause 1, the insurer may only increase the premium for the following year 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.

3. If the change in accordance with number 1 paragraph 1 or number 2 paragraph 2 is under 5 percent, premium adjustment does not take place. However, this change must be taken into consideration in the following years.

4. The premium adjustment applies to the following year's premiums due after 1st July. It is notified to the policyholder with the premium invoice.

5. If the following year's premium is calculated on the basis of a salary, building or turnover sum no premium adjustment takes place. This does not apply to minimum premiums.

IV.

In the event or early termination of the policy unless otherwise agreed the insurer is only entitled to the portion of the premium which corresponds
to the expired policy period. In the event of full or partial cessation of insured risk the following applies: The insurer is entitled to the premium
which he could have charged if the insurance of these risks had only be applied for up to the time at which he became aware of the cessation.

§ 9 Duration of the policy, notice, transfer of company, cessation of the insured risk, double insurance

I.

1. The policy is taken out for the period indicated on the insurance certificate.

2. With a policy duration of at least one year the policy is extended by one year at the end of the agreed period unless the other party has received written notice of cancellation at least three months before expiry.

3. In the case of a policy duration of less than one year the policy ends at the envisaged time without notice being required.

II.

1. If the premium increases on the basis of he premium adjustment in accordance with § 8 number III.2 without the scope of the insurance cover changing, the policyholder can 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. An increase in insurance tax does not constitute a cancellation right.
2. The insurance relationship can also be cancelled if the insurer has made a compensation payment on the basis of a claim or the liability claim is pending in court or the insurer has refused to pay the due insurance.

3. The cancellation notice must be received by the other party within one month of the claim payment or liability claim becoming pending in court or the payment refusal by the insurer.

4. If the policyholder cancels, his/her cancellation becomes effective immediately on receipt by the insurer. However, the policyholder can determine that the cancellation should take effect at a later point in time, but at the latest at the end of the current insurance year.

5. If the policy is cancelled the insurer is only entitled to the portion of the premium which corresponds to the elapsed policy period.

6. In the case of a policy duration of more than five years the policy can be cancelled at the end of the fifth year or each following year, notice of cancellation must be received by the other party at least three months before the end of the insurance year in question.

III.

1. If a company for which company liability insurance exists is sold to a third party, this third party assumes the rights and obligations of the policyholder arising for the duration of ownership from the insurance relationship. This also applies if a company is taken over by a third party on the basis of a usufruct, lease agreement or a similar relationship.

2. In this event the insurance relationship can be cancelled
- by the insurer vis-à-vis the third party with a period of notice of one month
- by the third party vis-à-vis the insurer with immediate effect of at the end of the current insurance period.

3. The right of cancellation lapses
- if the insurer does not exercise it within one month of the time of becoming aware of the transfer to the third party
- if the third party does not exercise it within one month of the transfer, whereby the cancellation right remains in existence to the end of one month from the time the third party became aware of the insurance.

4. If the transfer to a third party takes place during a current insurance period, the former policyholder and the third party are jointly liable for the insurance premium for this period.

5. The transfer of a company must be notified to the insurer immediately by the former policyholder or the third party. In the event of a culpable breach of the notification obligation there is no insurance cover if the claim arises more than one month after the time at which the insurer should have been notified, unless this legal consequence is out of proportion to the severity of the breach.
The insurance cover does not cease despite breach of the notification obligation if the insurer was aware of the sale at the time he should have been notified.
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 if the insurer has not exercised his right of cancellation during this month.

IV.

If insured risks completely and permanently cease to exist the insurance relating to these risks lapses.

V.

1. Double insurance is present if an interest is insured against the same risk in several insurance policies.

2. If double insurance has come about without the knowledge of the policyholder, he/she can request the cancellation of the policy taken out later.

3. The right of cancellation lapses if the policyholder does not exercise it immediately he/she becomes aware of the double insurance. The cancellation takes effect on expiry of the insurance period during which it is requested.

§ 10 Expiry, claim limitation

1. Claims arising from the insurance policy expire in two years. The period begins at the end of the year in which the claim can be made. If a claim by the policyholder has been registered with the insurer, the period from the claim notification to the receipt of the written decision by the insurer is not included when determining the deadline.

2. If the insurer has rejected the insurance cover, insurance cover cannot be claimed if the policyholder does not judicially enforce this within six months. The deadline begins with receipt of the written rejection by the insurer. The legal consequences of missing the deadline only come into force if the insurer has pointed out the necessity of timely judicial enforcement.

§ 11 Precontractual notification obligations of the policyholder

I.

1. The policyholder or his/her authorised representative are obliged to notify the insurer at the time of taking out the policy of all known risk-relevant circumstances in writing, truthfully and completely, and, in particular, to answer the questions in the insurance application in the same manner. Risk-relevant are circumstances which could have an influence on the insurer's decision to conclude the policy at all or conclude it with the agreed contents. In cases of doubt a circumstance which the insurer has expressly asked about in writing is considered as being of relevance to the risk.

2. If the policy is taken out by an authorised representative of the policyholder or by a representative without representative authority and if this person is aware of the risk-relevant circumstance, the policyholder must be treated as if he/she was aware of it or has deliberately concealed it.

II.

1. Incomplete and incorrect details relating to risk-relevant circumstances entitle the insurer to withdraw from the insurance policy. This also applies if a circumstance has been incorrectly or incompletely notified because the policyholder has deliberately concealed knowledge of the truth. Withdrawal can only take place within one month. The deadline begins at the time the insurer becomes aware of the breach of the notification obligation. Withdrawal take place by way of a declaration vis-à-vis the policyholder.
2. The insurer is not entitled to withdraw if he did not know about the unnotified risk-relevant circumstances or their incorrect notification. The same applies if the policyholder proves that neither he/she nor his/her authorised representative deliberately provided incorrect or incomplete details.
If the policyholder had to notify the risk-relevant details on the basis of written questions posed by the insurer, the insurer can only withdraw due to omission to notify a circumstance that was not expressly asked about if this circumstance was deliberately concealed by the policyholder or his/her authorised representative.
3. In the event of withdrawal there is no insurance cover.
If the claim has already arisen the insurer may not refuse insurance cover if the policyholder can prove that the incompletely or incorrectly notified circumstance has had no influence on the occurrence of the claim or the extent of the payment. In the event of withdrawal the insurer and the policyholder must return the received payments; interest is payable on a sum of money from the time of receipt. However, the insurer retains his entitlement to the part of the premium which corresponds to the policy period that had elapsed at the time of withdrawal.

III.

If the insurer's right of withdrawal is ruled out because a policyholder's notification obligation was breached through no fault of the policyholder, the insurer is entitled to this premium as of the start of the current insurance period if a higher premium is appropriate for the increased risk. The same applies if on taking out the policy a circumstance of greater relevance to assuming the risk has not been notified to the insurer because the policyholder was not aware of it. If the increased risk in accordance with the principles governing the insurer's business is not assumed even for a higher premium, the insurer can cancel the insurance policy with a period of notice of one month of the insurer becoming aware of the breach of obligation. The cancellation comes into effect one month after notice has been received by the policyholder.
The right to increase premiums or cancellation lapses if it is not exercised within one month of the time at which the insurer becomes aware of the breach of the notification obligation or the unnotified circumstance.

IV.

The right of the insurer to dispute the policy due to wilful deception with regard to the risk circumstances remains unaffected.

§ 12 Applicable law

German law applies to the policy.

§ 13 Places of jurisdiction

1. For complaints against the insurer arising out of the insurance policy the legal jurisdiction is determined on the basis of the domicile of the insurer or the subsidiary of the insurer responsible for the insurance

policy. If an insurance agent has been involved in bringing about the policy the court of the location in which the insurance agent has his/her business premises for brokering or concluding policies, or in the absence of commercial premises, his/her place of residence, is also responsible.

2. Claims by the insurer against the policyholder can be lodged with the competent court at the place of residence of the policyholder. If the insurance policy involves company insurance the insurer can also enforce the claims at the court responsible for the company domicile or subsidiary of the policyholder.

§ 14 Notifications and declarations of intention

1. All notifications and declarations intended for the insurer must be submitted in writing. They should be addressed to the insurer's head office or to the office designated on the insurance certificate or its appendices.

2. If the policyholder has changed his/her address but has not informed the insurer, for a declaration of intention to be delivered to the policyholder it is sufficient to send a registered letter to last address known to the insurer. The declaration becomes effective at the time it would have been delivered to the policyholder by normal means of conveyance if the address had not changed.

3. If the policyholder has taken out company insurance, the provisions of number 2 apply accordingly in the event of relocation of the company

Special terms and descriptions of risk relating to liability insurance for travellers.

Insured are those persons who are being enrolled by the policyholder. The insured receives a confirmation issued by the policyholder. The insured person is not considered a policyholder.

1. Personal Liability Insurance

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 Insured), coverage shall apply to the legal liability of the Insured in his/her capacity as a private individual arising from everyday perils.

The policy does not cover perils:

- of the Insured's or a third party's business or trade, of a profession, duty, or official position (including honorary posts);
- of pursuits entailing responsibility in an organization of any kind;
- of unusual and perilous occupations.

2. Family/Sports

The insurance includes cover for legal liability:

2.1 as a head of the family and household, e.g., resulting from the legal obligation to exercise proper supervision of minors;

2.2 as a cyclist;

2.3 arising from the practice of sport, including the practice of hunting, if no compulsory insurance is mandated during the practice of hunting in the respective country.

3. Damage to Rented Property

3.1 Contrary to § 4 (I) (6) a) of the AHB, the policy covers legal liability for damage to property and all economic loss arising therefore, which is caused to rented buildings, accommodation, and other spaces in buildings rented for private purposes.

3.2 Coverage does not apply to:

3.2.1 liability claims due to:

- wear and tear, loss in value from normal use, and excessive usage;
- damage to heating installations, machinery, boiler plants and water heating systems, and to electrical and gas appliances;
- damage to glass, insofar as the Insured is able to take out a separate policy for this purpose;

3.2.2 claims of recourse that fall under the waiver of recourse according to the German Fire Underwriters' Agreement for overall loss events [*Abkommen der Feuerversicherer bei übergreifenden Schadenereignissen*].

3.3 Sum insured EUR 50,000. Overall coverage for all losses for each year of coverage is limited to twice this sum.

4. Sewage

In partial derogation of § 4 (I) (5) of the AHB, coverage includes liability claims due to damage to property caused by domestic sewage.

5. Gradual Damage

In partial derogation of § 4 (I) (5) of the AHB, coverage includes liability claims due to property damage arising through the gradual effects of temperature, gases, vapors or moisture, and precipitations (smoke, soot, dust, and the like).

6. Animals

Coverage also applies to legal liability:
6.1 arising 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;
6.2 arising as a rider when using 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.
Obligations under the animal keeper's liability insurance shall take precedence over this policy coverage.
Coverage does not extend to the minding of dogs, which are kept or owned by additional insured persons.
6.4 This policy does not cover any claims on the part of the animal keeper or owner.

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 legal liability due to loss or damage caused through the use
7.2.1 of the following self-propelled land vehicles, as far as they are not subject to compulsory insurance coverage:
- motor vehicles, with no stipulated maximum speeds, which only operate on non-public ways or areas;
- motor vehicles with a design-based maximum speed of no more than 6 km/h;
- remote-controlled model cars.
7.2.2 of the following watercraft:
- recreational watercraft, excluding the Insured's own sailboats 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.
7.3 The insurer is released from the obligation to pay if, upon the occurrence of the insured event, the driver of a vehicle listed under Section 7.2:
- does not have the mandatory official driver's license;
- was not authorized to be driving the vehicle.
The obligation to pay shall continue to apply with respect to the Insured, if the Insured, through no fault of his/her own, might have assumed that the authorized driver was in possession of the required driver's license, or if an unauthorized person was in charge of the vehicle.
8. Occasional Use of Motor-Assisted Boats Belonging to Third Parties
Contrary to Section 9.2.3, the policy covers legal liability 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), as far as this use is occasional and is only exercised temporarily in each case up to a maximum of four weeks.
Coverage shall apply only insofar as the liability insurance of the keeper of the third-party boat is not obliged to grant coverage to the authorized driver of the boat.
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.
The insurer is exempt from the obligation to pay if, upon the occurrence of the insured event, the driver of the vehicle:
- does not have the mandatory official driver's license;
- was not authorized to be driving the vehicle.
The obligation to pay shall continue to apply with respect to the Insured, if the Insured, through no fault of his/her own, might have assumed that the authorized driver was in possession of the required driver's license, or if an unauthorized person was in charge of the vehicle.
9. Insured Events during Periods Spent Abroad
9.1 Contrary to § 4 (I) (3) of the AHB, coverage includes legal liability arising from insured events occurring abroad during a period spent abroad.
9.2 Coverage also applies to legal liability arising from temporary usage or rental (not possession) of houses and apartments situated abroad.
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. Weapons, Ammunition, and Projectiles
Coverage also applies to legal liability arising from the licensed private ownership and from the use of cutting weapons, thrust weapons, and firearms, as well as ammunition and projectiles, including the practice of hunting, if no compulsory insurance is mandated during the practice of hunting in the respective country. Coverage shall not apply to the use of the aforementioned weapons for criminal offences.
11. Changes in Water Quality
Coverage (including the handling of economic loss and damage to property) applies to the Insured's legal liability for the direct or indirect consequences of changes to the physical, chemical, or biological conditions of a body of water, including the groundwater (damage done to waterways), with the exception of the Insured's liability as the owner of facilities used to store water-endangering substances and arising from the use of these stored substances (coverage for this purpose is exclusively granted through a separate agreement).
11.1 Insured Facilities
- Contrary to Section 14, coverage does, however, apply to the Insured's legal liability as the owner of facilities for storing water- endangering substances in containers with a capacity of up to 50 liters/kilograms (small containers),

insofar as the overall capacity of the available small containers does not exceed 500 liters/kilograms, as well as the legal liability arising from the use of these substances.
- If these quantities are exceeded, then coverage shall no longer apply. § 1 (2) of the AHB (Increase and Extension of Insured Risk) and § 2 of the AHB (Insurance of Future Risks) do not apply.
11.2 Costs of Rescue Operations
Any expenditure, whether effective or not, which the Insured 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 minimize damage or loss shall not be considered to be instructions issued by the insurer.
11.3 Violations/Breaches of Duty
Coverage excludes liability claims against persons who have brought about the loss or damage through deliberate deviation from the laws and regulations or decrees and official orders directed at the Insured for the purpose of protecting waters and waterways.
11.4 Dangers to the Public
Coverage 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.

12. Loss of Private Keys Belonging to Third Parties

Supplementing § 1 (3) of the AHB and contrary to § 4 (I) (6) a) of the AHB, coverage includes legal 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 Insured.
Coverage extends to legal 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 detected.
In the case of individual owners, the insurance covers liability claims of the community of condominium owners. Liability to pay does not extend, however, to the co-ownership share in the joint property.
12.1 The policy excludes claims arising from:
- consequential loss or damage resulting from loss of a key (e.g., due to a burglary);
- the loss of keys that were relinquished to the Insured's employer by customers or other third parties;
- the loss of keys to safes and items of furniture and of other keys to personal property.
12.2 Sum insured EUR 20,000. Overall coverage for all losses for each year of coverage is limited to twice this sum.

13. Economic Loss

Coverage also includes legal liability due to economic loss within the meaning of § 1 (3) of the AHB arising from insured events that occur during the policy period.

The policy excludes claims arising from:

- loss or damage arising through work performed or items produced or delivered by the Insured (or by third parties on behalf or on account of the Insured);
- loss or damage caused by the harmful effects of the continuous impact of air pollution, noise, odor, vibrations, and similar phenomena;
- 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 and copyright;
- failure to adhere to deadlines, time limits, cost estimates, and quotations;
- advice, recommendations, or orders given to economically linked companies;
- rationalization and automation, provision of information, translation, travel agency, and travel arrangements;
- deliberate deviation from statutory or official provisions, from the client's instructions or terms, or from any other deliberate breach of duty;
- the loss of property, including money, securities, and valuables, for example.

Sum insured EUR 200,000. Overall coverage for all losses for each year of coverage is limited to twice this sum.

14. Material Damage – Acts of Kindness

The following applies to property damage arising from acts of kindness:
The insurer shall not invoke a tacit exclusion of liability in the event of acts of kindness on the part of the Insured or additional insured persons, as far as this satisfies the wishes of the Insured and as far as a different insurer (e.g., an insurer providing comprehensive insurance) is not liable to pay.
Contributory negligence of the injured party shall be taken into account.
Insured sum: see insurance policy.

15. Restrictions on Location of Insurance Cover

Coverage shall not apply in countries in which the traveler's permanent residence is situated or in countries to whose nationality the traveler belongs.

General Terms of Insurance for Baggage

§1 Insured Objects and People

(1) The insurance policy covers the entire baggage of the insured person, of family members traveling with the insured person, and of his/her common law spouse and any spouse's children listed in the insurance policy, as long as these individuals live with the policyholder in a joint household.
Persons living in a joint household with the policyholder who undertake travel alone or separately shall only be covered by the policy if a special agreement has been made.

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

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

(4) Furs, jewellery, objects made of precious metals, photographic and film equipment and portable video systems, including their accessories in each case, shall only be insured – notwithstanding the compensation limit specified in § 4 (1) – if they:
a) are carried/used properly,
b) are carried securely in personal safekeeping,
c) are handed over to a hotel or other form of lodging for safekeeping, or
d) are located in a properly locked room of a building, passenger ship, or guarded check room (however, this shall only apply to objects made of precious metals if, in addition, they are accommodated in a sealed container, which offers an increased level of security that also protects against removal of the container itself).
Furs, photographic and film equipment and portable video systems, including their accessories in each case, shall also be covered if they are placed in a properly sealed container, which does not allow the contents to be seen, belonging to a transport company or baggage room/checkroom.

(5) The following are not insured: money, securities, tickets, certificates and documents of any kind, objects of predominantly artistic or sentimental value, contact lenses, prostheses of any kind, as well as land, air, and water vehicles, including accessories thereto, including bicycles, hang-gliders and windsurfing equipment (however, see (3) in relation to collapsible boats and inflatables).
However, the insurance does cover identification papers (§ 9 (1) d).

§ 2 Insured Risks and Damage
Insurance coverage shall apply:
(1) if insured objects are lost, destroyed, or damaged while the baggage is in the safekeeping of a transport company, a hotel or other form of lodging, a porter, or a baggage room/check room;

(2) during the remainder of the journey for the forms of damage listed in (1) caused by:
a) theft, burglary, robbery, extortion with robbery, wilful destruction, or maliciousness on the part of third parties (malicious damage to property);
b) loss – not including leaving something behind – up to the limit of compensation stipulated in § 4 (2);
c) an accident involving a means of transportation or an accident on the part of an insured party;
d) the no intentional effects of water, including rain and snow;
e) storms, fires, lightning strikes, or explosions;
f) force majeure;

(3) if baggage is not handed over in due time (if baggage does not reach the destination on the same day as the insured).
The substantiated cost of replacement purchases up to 10 percent of the sum insured shall be reimbursed to a maximum of EUR 400.

§ 3 Exclusions
(1) Excluded Risks
The following risks are excluded:
a) war, civil war, warlike events, or civil unrest;
b) nuclear energy *;
c) confiscation, deprivation or removal, or other interventions by the authorities.

(2) Damage Not Subject to Compensation
The insurer shall not compensate for damage that:
a) is caused by the natural or deficient properties of the insured objects, or by wear and tear;
b) occurs during camping within the area utilized for this purpose, unless a special agreement has been made in this respect.
* In the Federal Republic of Germany, compensation for loss or damage resulting from nuclear energy is governed by the Atomic Energy Act. Operators of nuclearfacilities are obliged to provide coverage and conclude liability insurance policies for this purpose.

§ 4 Damage Subject to Limited Compensation
(1) Damage to furs, jewellery, objects made of precious metals, photographic and film equipment and portable video systems, including their accessories in each case (§ 1 (4)), are covered to a maximum total of 50 percent of the insured sum per insured event. This does not affect §5 (1) d) and the second sentence of (2).

(2) Damage:
a) as a result of loss (§ 2 (2) b)
b) to gifts and souvenirs acquired on the trip
is in each case covered to a maximum total of 10 percent of the insured sum, up to a maximum of EUR 400 per insured event.

§ 5 Insurance Coverage in Motor Vehicles and Recreational Watercraft
(1)
a) Coverage only extends to theft or burglary from motor vehicles or trailers parked without supervision on condition that the baggage is
located in a fully enclosed and properly locked interior or trunk.
b) The insurer shall only be liable for the full insured sum if it can be proven that:
aa) the damage took place between 6 a.m. and 10 p.m., or
bb) the motor vehicle or trailer was parked in a locked garage (parking lots and underground car parks for public use are not sufficient),
or
cc) the damage occurred during a break in the journey of no longer than two hours.
c) If the policyholder is unable to demonstrate any of the conditions cited under b), then compensation shall be limited to EUR 250 per insured event.

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

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

(3) Supervision shall only be deemed as being the constant presence with the object to be safeguarded of an insured person or a person of trust appointed by the insured, not, however, the guarding of a place that is open to general public use or a similar situation.

(4) Should the policyholder or the insured neglect one of these obligations, then the insurer shall be entitled to terminate the agreement or refuse to pay for claims to the extent stipulated in § 6 (1) and (2) of the German Insurance Act [“VVG” – Versicherungsvertragsgesetz].

§ 6 Commencement and End of Coverage, Scope
(1) Within the agreed term of the agreement, coverage commences at the point at which insured objects are removed from the permanent residence of the insured for the purpose of immediately embarking on the journey and ends as soon as the insured objects are returned to said permanent residence. If, in the event of a trip taken by motor vehicle, the baggage is not unloaded immediately upon arrival at the permanent residence, then coverage shall end upon said arrival.

(2) In the case of insurance agreements of less than one year's duration, coverage shall be extended beyond the agreed term up until the end of the journey, if this is delayed for reasons that fall outside the scope of the insured's responsibility and if the insured is not in a position to apply for a renewal.

(3) However, insurance agreements of at least one year's duration are automatically renewed from one year to the next unless they are cancelled by one of the parties in writing at least three months prior to their expiration.

(4) The insurance coverage applies to the agreed region.

(5) Trips, walks, and stays within the insured's permanent place of residence are not deemed to be travel.

§ 7 Insurable Value, Sum Insured
(1) The sum insured should correspond to the insurable value of the entire insured baggage according to § 1.
Gifts and souvenirs acquired on the journey are not taken into consideration.

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

§ 8 Premium
The policyholder shall pay the first premium upon the insurance policy being issued; in the case of agreements extending over several years, the policyholder shall pay the subsequent premiums in each case upon the first day of the month in which the year of coverage commences.

§ 9 Compensation, Underinsurance
(1) In the event of a claim, the insurer shall reimburse:
a) the agreed value at the time the damage occurred for destroyed and lost objects;
b) required repair costs and, if applicable, the remaining reduction in value, to a maximum of the insurable value, for damaged objects that can be repaired;
c) only the value of the materials for films, image media, sound media, and data media;
d) official charges for the replacement of identity cards, passports, motor vehicle documents, and other identification documents.

(2) Consequential financial loss shall not be reimbursed.

(3) If the insured sum according to § 7 is lower than the insurable value of the insured event (underinsurance), then the insurer shall only indemnify in line with the proportional relationship between the insured sum and the insurable value.

§ 10 Obligations
(1) The policyholder or insured party shall
a) report all cases of damage to the insurer without delay;
b) avert and minimize damage wherever possible, in particular, by submitting claims against third parties for compensation properly and in due time (e.g., against railway companies, mail forwarding companies, shipping firms, airlines, or hotel proprietors) or securing these claims in another manner and by following the insurer's instructions;
c) do everything in their power that could help clarify and resolve the matter. All documents that substantiate the reason for and level of the claim for compensation must be submitted, to the extent that the procurement of said documents can reasonably be expected of the policyholder or the insured. On request, the policyholder or the insured shall also submit a list of all the objects insured according to § 1 at the point at which the damage occurred.

(2) Damage that occurs in the safekeeping of a transport company (including damage resulting from failure to deliver items in due time according to § 2 (3)) or of a hotel or other form of lodging must be reported to said transport company, hotel, or other form of lodging without delay.
Certification of this shall be submitted to the insurer. In the case of damage that is not visible externally, the transport company shall be requested to view the damage and certify it immediately after its discovery. The relevant deadlines for making complaints in each case shall be observed.

(3) Damage resulting from criminal action (e.g., theft, robbery, and malicious damage to property) must in addition, be reported to the competent police station without delay, including submission of a list of all the objects lost.
The insured shall ensure that this is officially certified by the police. In the case of damage resulting from loss (§ 2 (2) b), the insured shall make inquiries at the lost and found.

(4) If the policyholder or insured violates one of the above obligations, the insurer shall be exempt from the duty to pay, unless said violation was neither deliberate nor due to gross negligence. In the case of gross negligence with regard to the obligations stipulated in sections (1) a) and c), (2), and (3), the insurer shall remain obliged to pay as long as the violation has had no influence on the determination or scope of the indemnification. In the case of gross negligence with regard to the obligations stipulated in section (1) b), the insurer remains obliged to pay to the extent that the scope of the damage would not have been reduced even if the obligation had been properly fulfilled. This does not affect § 6 of the German Insurance Act.

(5) If a deliberate violation of an obligation has no influence, either on the assessment of the claim or the determination or scope of the compensation, then the right to refuse to pay according to (4) shall not apply if the violation was not of a nature that would seriously impair the interests of the insurer and if, in addition, no major blame lies with the policyholder or the insured.

§ 11 Special Reasons for Forfeiture
(1) The insurer shall be exempt from the obligation to pay if the policyholder or insured have caused the insurance claim deliberately or through gross negligence or if, as a result of the claim, they deliberately make untrue statements, particularly in reporting the damage, even if this has no disadvantageous impact on the insurer.

(2) If no legal action is taken to enforce the claim for compensation within six months of receiving a written refusal from the insurer that includes details of the legal consequences, then the insurer shall be exempt from the obligation to pay.

§ 12 Payment of Compensation
(1) If the insurer's obligation to pay has been established in terms of the reasons and the level of compensation payable, then payment of the compensation shall be made within two weeks. However, one month after the damage has been reported, the minimum amount to be paid according to the situation may be demanded as payment on account.

(2) The compensation shall be paid interest of one percent below the German Bundesbank discount rate from the date on which the damage is reported to a minimum of 4 percent and a maximum of 6 percent per year.
There shall be no obligation to pay interest if the compensation is paid within one month of the damage being reported. Interest shall only become due when the compensation is due.

(3) The right to payment on account and the start of interest payments shall be deferred by the amount of time by which the determination of the reasons behind or level of the insurer's obligation to pay has been delayed through the fault of the policyholder.

(4) If official investigations or criminal proceedings against the insured have been commenced in connection with the insurance claim, the insurer may defer payment until the final and absolute conclusion of these proceedings.

§ 13 Termination in the Event of a Claim
(1) Both parties to the insurance agreement may terminate the agreement upon the occurrence of an insured event. Termination must be submitted in writing. It must be received no later than one month after conclusion of the negotiations regarding the compensation. The insurer shall give one month's notice; the insurer's termination shall in no case take effect prior to conclusion of the journey that is currently ongoing. If the policyholder decides to terminate the agreement, the policyholder may stipulate whether the termination takes effect immediately or at a later point in time, though no later than the end of the current period of coverage.

(2) If the insurer terminates the agreement, then the insurer is obliged to refund the corresponding portion of the premium for the period of coverage that has not yet expired.