Consumer information
PROVISIT-VISUM
PROVISIT-GRUPPE
PROVISIT-MULTIPASS

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Fact sheet

With the following information, we want to provide you with a first overview of the insurance policy we offer. Please note, however, that this information is not exhaustive. The full content of the contract consists of the application, the insurance policy and the attached insurance conditions. Please make sure to carefully read the entire policy provisions.

1. What type of insurance do we offer?

The products PROVIST-VISUM, PROVISIT-GRUPPE and PROVISIT-MULTIPASS are combinations of legally independent insurance contracts that are offered exclusively by DR-WALTER GmbH or its distribution partners.

We offer insurance coverage for insured events happening abroad (see clause 2 of this document) through the components International Health Insurance, Travel Accident Insurance and Travel Liability Insurance. The contract is based on the following, attached General and Special Insurance Conditions:

- International Health Insurance – General Insurance Conditions (AVB-AR-365/2025)
- Travel Liability Insurance – General Insurance Conditions (AHB-Reise)
- Travel Liability Insurance for Private Individuals – Special Conditions and Risk Descriptions
- Travel Liability Insurance for Persons Covered by PROVISIT-GRUPPE – Additional Special Conditions and Risk Descriptions
- General Accident Insurance Conditions (AUB 2008)
- Travel Accident Insurance – Special Conditions (BB-RUV 2008)
- Accident Insurance with disability classification with an increase in the sum insured in proportion to the degree of disability (225%) – Special Conditions

2. Which risks are covered and which ones are excluded?

In case of an insured event happening abroad, our International Health Insurance provides you with reimbursement for expenses you have to make for necessary medical treatment that cannot be delayed. Insured events are also any medically necessary and return transports ordered by a physician as well as death.

Our private Travel Accident Insurance provides insurance coverage for accidents of insured persons during the validity of the contract. An accident is a situation where you and / or another insured person mentioned in the application get hurt as a result of stumbling, slipping, falling down, etc. or get hurt by others. Not regarded as accidents are diseases and ‘wear and tear’ (e.g. back pain caused by permanent sitting, strokes and heart attacks).

Our Travel Liability Insurance offers you protection against damages resulting from the dangers of everyday life and caused by your own actions and for which you have to compensate others that may have suffered as a result of your actions. In this context, we not only settle the damages but also check if there is an obligation to pay compensation and how much. In addition, we will defend you against unfounded claims for compensation, thereby also providing legal expenses insurance in case of unjustified liability claims.

For the other restrictions of the insurance coverage, please refer to the details in clause 4 of this fact sheet.

Who is covered and where does the insurance coverage apply?

The policy covers all persons mentioned in the insurance policy during their stay in the respective host country. The insurance coverage of an insured person applies worldwide during the agreed contract period. For all persons with a permanent residence in Germany, the term ‘abroad’ applies to all areas outside of Germany. Foreign visitors also receive coverage for stays in EU countries as well as Liechtenstein, Switzerland, Norway, Iceland, Andorra, Monaco, San Marino and Vatikan City, except for their home country or the country where these insured persons have their habitual residence.

For details, please refer to clause 1 and 2 of the General Insurance Conditions for International Health Insurance (AVB-AR-365/2025), clause 1 of the General Insurance Conditions for Travel Liability Insurance (AHB-Reise) in connection with clause 1 of the Special Conditions and Risk Descriptions of Travel Liability Insurance for Private Individuals, as well as the Additional Special Conditions and Risk Descriptions of Travel Liability Insurance for persons covered by PROVISIT-GRUPPE and clause 1 of the Special Conditions for Travel Accident Insurance (BB-RUV-2008) in connection with clause 1 of the General Accident Insurance Conditions (AUB 2008).

3. How high is your premium, when do you have to pay it and what happens in case of delayed payment?

The amount of your insurance premium depends on the selected tariff and term of the insurance. You will find your premium in the following table:

PROVISIT-VISUM up to 64 years	Premium per travel day

Total premium	€ 1.30
International Health Insurance	€ 1.10
Travel Liability Insurance *)**	€ 0.14
Travel Accident Insurance *)**	€ 0.06

PROVISIT-VISUM 65 years and above	**Premium per travel day**
Total premium	€ 6.70
International Health Insurance	€ 6.50
Travel Liability Insurance *)**	€ 0.14
Travel Accident Insurance *)**	€ 0.06

PROVISIT-GRUPPE	**Premium per travel day**
Total premium	€ 0.95
International Health Insurance (AKV)	€ 0.75
Travel Liability Insurance *)**	€ 0.28 (€ 0.14 in combination with AKV)
Travel Accident Insurance *)**	€ 0.12 (€ 0.06 in combination with AKV)
ADDITIONAL COMPONENTS	
Additional Component Home Country Coverage	€ 0.05
Additional Component Liability Insurance for Internships*	€ 0.12

PROVISIT-MULTIPASS	**Premium for 90/180 days**	**Premium for 180/360 days**
Total premium	€ 117.00	€ 234.00
International Health Insurance	€ 99.00	€ 198.00
Travel Liability Insurance *)**	€ 10.00	€ 20.00
Travel Accident Insurance *)**	€ 5.00	€ 13.00
Deportation costs	€ 3.00	€ 3.00

** Liability / Accident Insurance can be excluded on request.

* Includes the current insurance tax

Please pay the single premium immediately after receipt of the insurance policy, but no earlier than the start of insurance as stipulated in the insurance policy. If you give us a direct debiting authorization, please make sure you have sufficient funds in your account. If you are at fault of not paying the single premium in time, we are authorized to withdraw from the contract until you make the payment. In addition, the insurance coverage does not start until we have received the delayed payment.

For details, please refer to the application as well as clause 8 of the General Insurance Conditions for International Health Insurance (AVB-AR-365/2025), clause 9 of the General Insurance Conditions for Travel Liability Insurance (AHB-Reise), and clause 11 of the General Accident Insurance Conditions (AUB 2008).

4. Which benefits are excluded from your policy?

We cannot provide coverage for each and every theoretical case; otherwise the premium for the policy would have to be much higher. Therefore we have excluded some cases from insurance coverage.

International Health Insurance does not include treatments for which it was known at commencement of the trip that they would need to take place in case the trip was carried out as planned, diseases or consequences of an accident that were the reason for medical treatment abroad, and medical treatments as a result of intent, suicide or addiction. Preventive medical examinations and rehabilitation measures are also not covered.

The following exclusions apply for Travel Accident Insurance: accidents caused by driving whilst under the influence of alcohol or drugs, infectious diseases (with few exceptions), poisoning from food or other substances, intervertebral disc degeneration and active participation in motor racing. Furthermore your benefits will be lower when the consequences of an accident were intensified because of diseases.

The following exclusions apply for Travel Liability Insurance: all damages caused by intent, all damages you suffer from actions by relatives or additional insured persons or which result from the use of motor vehicles and their trailers or aircraft.

This list is not exhaustive. For details, please refer to clause 5 of the General Insurance Conditions for International Health Insurance (AVB-AR-365/2025), clause 7 of the General Insurance Conditions for Travel Liability Insurance (AHB-Reise), clause 2 of the Special Conditions and Risk Descriptions of Travel Liability Insurance for Private Individuals as well as the Additional Special Conditions and Risk Descriptions of Travel Liability Insurance for persons covered by PROVISIT-GRUPPE and clause 2 of the Special Conditions for Travel Accident Insurance (BB-RUV-2008) in connection with clause 3 and 5 of the General Accident Insurance Conditions (AUB 2008), which are attached to this document.

5. Which obligations do you have at the conclusion of the contract and what are the potential consequences in case of a breach of these obligations?

You are obliged to fill out the application form correctly and in full, in particular with regard to you being a member of the insured group of people according to your profession and age. Please make sure to always meet these obligations. Depending on the type of breach of obligations, you may lose your insurance coverage in full or in part. Under certain circumstances, we may also cancel the contract in advance. Should the situation arise, we can also adjust the premiums respectively.

For details, please refer to clause 10 of the General Insurance Conditions for International Health Insurance (AVB-AR- 365/2025), clause 23 of the General Insurance Conditions for Travel Liability Insurance (AHB-Reise) and clause 13 of the General Accident Insurance Conditions (AUB 2008), which are attached to this document.

6. What are your obligations during the contract period and what are the potential consequences in case of a breach of these obligations?

Please refer to the details listed under clause 5 of this document and clause 24 of the General Insurance Conditions for Travel Liability Insurance (AHB-Reise).

7. What are your obligations in case of an insured event and what are the potential consequences in case of a breach of these obligations?

You are obliged to avoid anything that would lead to an unnecessary rise in costs. You have to inform us in writing in case of a loss event. In case of inpatient treatment at a hospital and prior to extensive diagnostic and therapeutic measures, you need to contact us to clarify which costs are covered. Where you apply for benefits, you need to provide us with any information (if requested) that is necessary to determine whether an insured event has happened and which benefits need to be covered. This includes handing in invoices and medical reports, for example a waiver of physician-patient privilege, or (if requested by us) the obligation to be diagnosed by a physician of our choice. Fatal accidents must be separately reported within 48 hours. If any of these obligations are not met, the result can be a full or partial loss of the insurance coverage.

This list is not exhaustive. For details, please refer to clauses 9 and 10 of the General Insurance Conditions for International Health Insurance (AVB-AR-365/2025), clauses 25 and 26 of the General Insurance Conditions for Travel Liability Insurance (AHB-Reise) and clauses 7 and 8 of the General Accident Insurance Conditions (AUB 2008), which are attached to this document.

8. When does your insurance coverage start and end?

The insurance coverage starts on the date stipulated in the insurance policy when the payment of the premium was made in time. For the exact data of the start of your insurance coverage as stipulated at the time the present document was published, please refer to your application form.

The contract ends, without need of cancellation, when the respective stay abroad ends, but no later than on the date stipulated in the insurance policy.

For details, please refer to clause 2 and 7 of the General Insurance Conditions for International Health Insurance (AVB-AR-365/2025), clause 16 of the General Insurance Conditions for Travel Liability Insurance (AHB-Reise) and clause 1 of the Special Conditions for Travel Accident Insurance (BB-RUV-2008) in connection with clause 10 of the General Accident Insurance Conditions (AUB 2008), which are attached to this document.

9. How can you cancel your contract in advance?

You can also cancel your contract in advance when we have paid a benefit or when you have filed a claim against us for payment of benefits. The contract can be cancelled until the end of one month after the end of compensation negotiations.

For details, please refer to clause 15 of the General Insurance Conditions for International Health Insurance (AVB-AR-365/2025), clause 19 of the General Insurance Conditions for Travel Liability Insurance (AHB-Reise) and clause 10.3 of the General Accident Insurance Conditions (AUB 2008), which are attached to this document.

Customer information

Insurer

Insurer: Würzburger Versicherungs-AG

Head office: Würzburg

Commercial register: District Court Würzburg HRB 3500

The contract and service management is carried out by:

DR-WALTER GmbH

Eisenerzstr. 34

53819 Neunkirchen-Seelscheid, Germany

Head office: Neunkirchen-Seelscheid

Registration Court: District Court Siegburg HRB 4701.

DR-WALTER GmbH acts as an insurance agent for one or multiple clients in accordance with § 34d par. 1 Industrial Code.

The competent authority is IHK Bonn / Rhein-Sieg, Bonner Talweg 17, 53113 Bonn, T +49 (0) 228 2284 0, F +49 (0) 228 2284 170, info@bonn.ihk.de, www.ihk-bonn.de.

DR-WALTER GmbH is registered in the register of insurance intermediaries under the number D-QAMW-L7N-VQ-57. You can verify this information at any time with the registration body: DIHK | Deutsche Industrie- und Handelskammer, Breite Strasse 29, 10178 Berlin, T 0180-600-585-0, www.vermittlerregister.info.

DR-WALTER GmbH has a direct interest of 100 % in the voting rights of DR-WALTER Versicherungsmakler GmbH. No insurance company or parent company of an insurance company has a direct or indirect interest of more than 10 % in voting rights or capital of DR-WALTER GmbH.

Contact address (for service) and authorized representative

Würzburger Versicherungs-AG, Bahnhofstrasse 11, 97070 Würzburg, Germany, Represented by the Managing Board

DR-WALTER GmbH, Eisenerzstraße 34, 53819 Neunkirchen-Seelscheid, Represented by the Managing director

Main business activity of the insurer and responsible supervisory authority

Würzburger Versicherungs-AG's main business activity is the provision of travel, liability, accident and property insurance for private households.

The responsible supervisory authority is the Bundesanstalt for Finanzdienstleistungsaufsicht (BaFin), Graurheindorfer Strasse 108, 53117 Bonn, Germany.

Guarantee funds or other compensation arrangements

Does not apply for Würzburger Versicherungs-AG.

Contract basis

The insurance contract is based on application, insurance policy and potential supplements. According to your preferred scope of cover, the following conditions apply: General Insurance Conditions, Special Conditions and Additional Conditions regarding the respective products, as well as potential agreements with you and the legal regulations. Relevant for the area of validity of the conditions is the selected scope of coverage according to application, insurance policy and potential supplements. For details about the contract basis, please refer to the fact sheet.

Key features of the benefits

For information on the insured types of benefits, please refer to the application and the insurance policy. The

compensation is due when we have determined that Würzburger Versicherungs-AG has a liability to pay in terms of reason and amount. The compensation will then be paid within two weeks. For details about the insured benefits, please refer to the fact sheet.

Total price and price components

The total price to be paid depends on the scope of the selected insurance coverage and can be found in the application. It includes insurance tax and (where applicable) the installment surcharge. For details about the price and its components, please refer to the fact sheet.

There are no other fees or costs, except potential reminder fees as well as the costs imposed on us in case of dishonor despite an issued direct debit mandate.

We would like to remind you that additional costs arise according to the price lists of your telecommunications provider(s) if you contact us by phone, fax or e-mail.

Payment and performance details

Irrespective of any existing right of withdrawal, the first or single premium will be due immediately after conclusion of the insurance contract, but no earlier than the start of insurance as stipulated in the insurance policy. All other premiums (renewal premiums) are payable on the respectively agreed due date.

Limitation and validity of the provided information

The provided information is valid for an unlimited period of time.

Start of contract, start of insurance coverage, duration of the binding period when filing an application

The insurance contract comes into effect with two mutual declarations of intent. Your declaration of intent is the application or in case of a distance contract, your respective contractual declaration; our declaration of intent is the insurance policy. The contract comes into legal effect when you receive the insurance policy.

The insurance coverage starts with the payment of the premium due (first premium), but no earlier than the agreed start of insurance. If the first premium is not paid in time but at a later date, insurance coverage does not start before this date. This does not apply, however, if you can prove that you are not responsible for default of payment or late payment.

You are bound to your application for two weeks (period during which the application is binding).

Contract period and end of contract, right of cancellation

The potential contract period can be found in the application. The insurance contract will be automatically extended by one year unless you or we receive a written notice not later than three months prior to expiration of the respective insurance year. This shall not apply if both parties have agreed that the contract will end after expiration of the last day of the agreed contract period.

For details about contract period and end of contract, please refer to the fact sheet.

Place of jurisdiction

The contract is governed by German law. Any legal actions against Würzburger Versicherungs-AG can be brought in Würzburg or at the place where you have your permanent residence or, in lack of such, your habitual residence.

Language

The governing language for the contractual relationship and all communication during the contract period is German.

Extra-judicial arbitration and appeal proceedings

In the event of a disagreement, please contact DR-WALTER GmbH.

Our contact data are

DR-WALTER GmbH

Eisenerzstraße 34

53819 Neunkirchen-Seelscheid, Germany

T +49 22 47 91 94 -0

F +49 22 47 91 94 -40

Email: beschwerde@dr-walter.com

We will strive to find an amicable solution as quickly as possible. If this is not successful, you can also contact an out-of-court mediator in writing (e.g., by letter or email):

For complaints that affect your health or long-term care insurance, please contact the

Ombudsmann für private Kranken- und Pflegeversicherungen (ombudsman for private health and long-term care insurance)

Postfach 060222

10052 Berlin

T +49 800 2 55 04 44 (free of charge from German telephone networks)

F +49 30 20 45 89 31

Email: ombudsmann@pkv.de

For more information, please go to www.pkv-ombudsmann.de

The ombudsman also serves as a mediation body for the out-of-court resolution of disputes concerning insurance contracts with consumers and disputes between insurance intermediaries and policyholders. The insurer participates in the dispute resolution process. However, the ombudsman's decisions are not binding for the insurer. The possibility of initiating legal proceedings remains unaffected.

In addition, you can file a complaint with the

Bundesanstalt für Finanzdienstleistungsaufsicht (Federal Financial Supervisory Authority)

Graurheindorfer Straße 108

53117 Bonn

Germany

T +49 228 41080

F +49 228 4108 1550

Email: poststelle@bafin.de

Information on the right of revocation

Section 1

Right to revoke, consequences of revocation and special notes

Right of revocation

You can revoke your contractual declaration in writing (e.g., letter, fax, email) without giving reasons within 14 days after conclusion of the contract.

Your revocation period starts after you have received

- the insurance policy,
- the policy provisions, including the General Insurance Conditions applicable to the contractual relationship, which in turn include the tariff provisions,
- this information sheet,
- the fact sheet about the insurance products,
- and the other information listed in section 2

in each case in writing.

Timely sending of the revocation statement is sufficient for complying with the revocation period. Please send your revocation to:

Würzburger Versicherungs-AG, c/o DR-WALTER GmbH, Eisenerzstraße 34, 53819 Neunkirchen-Seelscheid

If you wish to send your revocation by fax, please send it to the following fax number: +49 22 47 91 94-40

If you wish to send your revocation by email, please send it to the following email address: vertrag@dr-walter.com

Consequences of revocation

In the event of an effective revocation, the insurance coverage shall end and the insurer shall reimburse you for the portion of the premiums attributable to the period after receipt of the revocation if you have agreed that the insurance coverage shall commence before the end of the revocation period. In this case, the insurer may retain the part of the premiums attributable to the period up to the receipt of the revocation; this is an amount equal to the number of days during which insurance coverage existed multiplied by 1/365 of the annual premium. The insurer shall reimburse any amounts to be repaid without delay, no later than 30 days after receipt of the revocation.

If insurance coverage does not commence before the end of the revocation period, the effective revocation shall result in any benefits received being returned and any benefits derived (e.g., interest) being reimbursed. If you have effectively exercised your right of revocation with regard to the insurance contract, you shall also no longer be bound by any contract related to the insurance contract. A related contract exists if it is related to the revoked contract and concerns a service provided by the insurer or a third party on the basis of an agreement between the third party and the insurer. A contractual penalty may neither be agreed upon nor demanded.

Special notes

Your right of revocation expires if the contract has been completely fulfilled by both you and the insurer at your express request before you have exercised your right of revocation.

Section 2

Further information required for the start of the deadline

With regard to the further information referred to in section 1 sentence 2, the information requirements are detailed below:

Subsection 1

Information requirements for all classes of insurance

The insurer is required to provide you with the following information:

1. the identity of the insurer and of the branch, if any, through which the contract is to be concluded; the commercial register in which the legal entity is registered and the corresponding registration number must also be provided;

2. the address for service of the insurer and any other address relevant to the business relationship between the insurer and you, in the case of legal persons, associations of persons or groups of persons also the name of an authorized representative; insofar as the notification is made by transmitting the contractual provisions including the General Insurance Conditions, the information shall be provided in a prominent and clearly designed form;

3. the insurer's principal business activity;

4. information on the existence of a guarantee fund or other compensation arrangements; the name and address of the guarantee fund must be provided;

5. the essential features of the insurance benefit, in particular information on the type, scope and due date of the insurer's benefit;

6. the total price of the insurance, including all taxes and other price components, with the premiums shown individually if the insurance relationship is to comprise several independent insurance contracts, or, if an exact price cannot be stated, information on the basis of its calculation, enabling you to verify the price;

7. details regarding payment and fulfillment, in particular the method of payment of premiums;

8. the time limit of the validity of the information provided, for example, the validity period of limited offers, especially with regard to the price;

9. information on how the contract was drafted, in particular on the start of the insurance and the insurance coverage, as well as the duration of the period during which the applicant is to be bound by the application;

10. the existence or non-existence of a right of revocation as well as the conditions, details of the exercise, in particular the name and address of the person to whom the revocation is to be declared, and the legal consequences of the revocation, including information on the amount you may have to pay in the event of revocation; insofar as the notification is made by transmitting the contractual provisions, including the General Insurance Conditions, the information shall be provided in a prominent and clearly designed form;

11. a) information on the contract period;
b) information on the minimum term of the contract;

12. information on the termination of the contract, in particular on the contractual terms of termination including any contractual penalties; if the notification is made by transmitting the contractual provisions including the General Insurance Conditions, the information shall be provided in a prominent and clearly designed form;

13. the member states of the European Union whose law the insurer uses as a basis for establishing relations with you before concluding the insurance contract;

14. the law applicable to the contract;

15. the languages in which the terms and conditions of the contract and the advance information referred to in this subsection will be communicated and the languages in which the insurer undertakes, with your consent, to communicate during the term of this contract;

16. possible access for you to an extrajudicial complaint and appeal procedure and, if applicable, the conditions for such access; it must be expressly stated that this does not affect the possibility for you to take legal action;

17. name and address of the competent supervisory authority and the possibility of lodging a complaint with this supervisory authority.

End of information on the right of revocation

General Insurance Conditions for International Health Insurance (AVB-AR-365/2025)

1. What is covered?

1. Würzburger provides insurance coverage for illness, accidents and other events mentioned in the present conditions for the person(s) mentioned in the insurance policy. We will reimburse the costs for urgent necessary medical treatment and other agreed services only on site at the respective whereabouts abroad for insured events that happen abroad. The policy can be purchased for individuals or families. Relatives as defined by this tariff include – unless entered with name in the insurance policy – your partner and any dependent children permanently living in the joint household until they reach the age of 18.

2. Covered as defined herein is the medically necessary treatment of an insured person because of acute and unexpected illnesses or consequences of an accident after the commencement of the insurance policy. The insured event starts with the treatment; it ends if treatment is no longer necessary according to the respective medical findings. Insured events are also return transports that are medically necessary or were ordered by a physician as well as death. If the treatment needs to be extended to include another illness or consequence of an accident not causally related to the previously treated one, this will be regarded as a new insured event.

3. The scope of insurance consists of the insurance policy, the application form, any additional written agreements or special conditions, the General Insurance Conditions as well as the laws and regulations applicable in the Federal Republic of Germany. This is particularly true for the laws listed in the annex, which are part of the insurance contract in accordance with the Insurance Conditions.

4. a) The following applies for travels from Germany:

The insurance coverage applies worldwide for insured events taking place during the insured trip outside of Germany (abroad). All persons with a permanent residence in Germany can be insured.

b) The following applies for travels to Germany:

The insurance coverage applies in EU countries as well as Liechtenstein, Switzerland, Norway, Iceland, Andorra, Monaco, San Marino and Vatikan City. All persons without a permanent residence in Germany can be insured.

5. The insurance coverage applies for the period stipulated in the insurance policy, but not longer than one year for private travels abroad. So-called ‘incentive travels’ are not regarded as business travels abroad. The insurance coverage for foreign companies and trade fair visitors in the Federal Republic of Germany applies for the period stipulated in the insurance policy, but no longer than 30 days. Insured persons can be employees of companies, authorities and associations. Despite paying premiums, persons who carry out physical labor cannot be insured irrespective of their profession.

6. Insurable are persons until they reach the age of 69.

7. This insurance policy is an indemnity insurance with a fix premium.

2. When does the insurance coverage start?

1. The insurance coverage starts on the agreed date (start of insurance), but no earlier than the conclusion of the insurance contract and not until payment of the premium.

a) If a direct debit mandate is granted, the premium is considered paid when Würzburger receives the direct debit mandate and if the debit was collected after being presented to the bank.

b) If the premium is paid by credit card, it is deemed to be paid if positive authorization is received from your credit card company.

2. Insured events that took place prior to the start of the insurance coverage are not covered.

3. If the insurance is taken out before the start of the trip and coverage begins no later than the day of entry into the area of application as per Section 1, Number 4.b, the following applies:

If you travel directly to the area of application, insurance coverage also applies in countries that are not part of the area of application. This applies for a maximum of 48 hours after crossing a border for the first time, provided that transit through these countries occurs.

If you become unable to travel in one of these countries due to illness, the insurance coverage is extended until you are able to travel again, but for a maximum of up to four weeks. The time of border crossing must be proven to the insurer upon request.

A direct route is understood to mean the shortest and/or most efficient path between the starting point and the destination of the trip. The route follows a logical and reasonable course with the goal of reaching the destination as quickly as possible, without unnecessary detours or stopovers.

3. When do I conclude the contract and how long is it valid?

1. a) The insurance contract must be concluded prior to the start of the trip. In case of insurance contracts that were concluded after a trip abroad has already started, insurance coverage only applies if a new trip abroad is started.

b) For travels to Germany, the insurance contract can also be concluded within 10 days after the insured person has entered Germany. In this case the insurance coverage shall commence at the date mentioned in the insurance policy or at the date agreed in the insurance application (insurance start date), but no earlier than the day after the insurer received the insurance application (00:00) and not before conclusion of the insurance contract and payment of the insurance premium.

c) (1) If the initial application was for a shorter insurance period, an extension up to the maximum insurance period can be applied for during the current insurance contract period. The application must be submitted before the insurance contract expires. Our explicit consent is required for an extension.

(2) If the contract is extended, insurance cover will only be provided for insured events, illnesses, complaints and their consequences which have occurred after application for extension.

2. The insurance contract is valid for the duration stipulated in the insurance policy, but no longer than 365 days.

3. The insurance contract ends with the death of the policyholder. In case of a family insurance, however, the insured persons shall be entitled to continue the insurance contract by naming the future policyholder. A respective declaration is to be sent within two months after the death of the policyholder.

4. The insurance contract ends when the insured person moves to a place outside our area of activity, unless otherwise agreed.

5. When an insured person reaches the age of 69, the insurance contract for this person will expire at the end of the current insurance year.

4. Which costs will be reimbursed?

In the event of an insurance claim, we will reimburse the following costs, provided that the insured event occurred after the start of the insurance coverage. Expenses for necessary medical assistance within the scope of coverage will be reimbursed.

Within Germany, we reimburse services as follows:

- Outpatient medical and dental services up to a maximum of 2.3 times the fee schedule for doctors (GOÄ) or dentists (GOZ).
- Predominantly medical-technical services up to a maximum of 1.8 times the GOÄ/GOZ rate.
- Laboratory services up to a maximum of 1.15 times the GOÄ/GOZ rate.
- The costs of inpatient treatment will be reimbursed in accordance with the applicable standard rate of the competent General Local Health Insurance Fund (Allgemeine

Ortskrankenkasse).

Additional optional services and separately chargeable costs for better accommodation (single or double room) are not reimbursed.

1. The insured person is free to choose from physicians and dentists accredited and licensed in the host country.

2. Medicine, dressing materials and remedies need to be prescribed by the treating practitioners mentioned in paragraph 1.

3. In case of medically necessary inpatient treatment, the insured person is free to choose from hospitals which are under constant medical supervision and use methods scientifically recognized in Germany or the country of stay.

4. Refundable are

1. Medically necessary costs for

a) Outpatient medical treatment (excluding treatment by alternative practitioners), including X-ray diagnostics.

b) Medications, dressings, and therapeutic remedies prescribed by a doctor. However, even if prescribed and containing active substances, nutritional supplements, tonics, cosmetic products, and similar items are not considered medications. The costs for therapeutic remedies are reimbursable up to a maximum of €250 during the insurance period. Medications, dressings, and therapeutic remedies must be prescribed by the practitioners specified in Section 4, Paragraph 1.

c) Pain-relieving dental treatments and simple dental fillings as well as adhesive technique fillings. The reimbursement for these services is limited to €500 for the entire insurance period.

d) Repairs of dental prostheses. The reimbursement for this is limited to €200 for the entire insurance period. Additionally, costs for accident-related basic dental prostheses are reimbursable up to €2,000 for the entire insurance period.

e) Inpatient medical treatment, including surgeries and associated surgical costs, in hospitals that are under continuous medical supervision and operate according to generally recognized scientific methods in Germany or the country of residence.

f) Transportation to the nearest suitable hospital for inpatient treatment.

g) Medical aids prescribed by a doctor that become necessary as a result of an accident and serve the medical treatment of accident consequences. The reimbursement for these is limited to €500 for the entire insurance period. Costs for visual aids and hearing aids are not reimbursed.

No claim for compensation can be made if the policyholder or the policyholder's insured can claim compensation from any other own or external insurance contract that was concluded prior to or after the conclusion of this present contract. This is particularly true with regard to general insurance policies such as health insurance or roadside assistance and also if these policies already include a subsidiarity clause. With regard to such policies, our insurance policy is deemed a more specified insurance.

If the other insurance company denies its liability to pay in writing, we will, however, make an advance payment in accordance with the present contract. The policyholder or the policyholder's insured shall make every possible and reasonable effort in helping us to pursue claims against other insurers.

2. Additional expenses

a) or the return transport of an insured person who has fallen ill, if the transport is medically necessary or prescribed by a physician, from abroad to the country where the insured person has his / her permanent residence if sufficient medical treatment is not guaranteed abroad and if the return transport becomes necessary during the course of a medical treatment for which we are obliged to pay. Provided there are no medical reasons against it, the insured person needs to choose the most cost-effective means of transport. The travel expenses saved because of the return transport will be set off against the insurance benefits.

b) for costs arising from transport of the mortal remains of an insured person to his / her home country or burial at the place of death up to € 30,000.

5. What are the benefit exclusions?

1. There is no liability to pay in the following cases:

a) if it was certain prior to the journey that a treatment would have to take place under normal circumstances, unless the death of a spouse or a first degree relative was the reason for the journey;

b) illnesses and their consequences as well as consequences of an accident that were the reason for traveling abroad;

c) treatments due to employment abroad;

d) treatment of mental and emotional disorders and illnesses, psychosomatic treatment (e.g. hypnosis, autogenic training) and psychotherapy;

e) childbirth, abortion as well as examinations and treatments due to pregnancy;

f) costs for the treatment of pre-existing conditions, including chronic diseases, unless there is an acute and unforeseen deterioration in the state of health;

g) health damage and death caused by war and unrest. There is, however, insurance coverage if the insured person faces sudden and unexpected war or civil war. Such insurance coverage expires at the end of the 7th day after the outbreak of war or civil war in the country where the insured person stays;

h) diseases or accidents based on intent, including suicide, attempted suicide and addiction (e.g. alcohol, drugs, etc.), as well as the consequences of such diseases or accidents and detoxification and withdrawal treatments;

i) housing due to need for long-term care or keeping;

j) treatment at a health resort and at a sanitarium as well as rehabilitation measures;

k) examination or treatment methods and medicine that are neither scientifically recognized in the respective country of stay nor in the patient's home country;

l) dental treatment that goes beyond treatment for pain relief, repair of dentures and temporary solutions, like new dentures including dental crowns, dental cosmetics and orthodontics;

m) for medical treatment and other medically prescribed measures where the insured person was aware at the start of the insured stay that they had to take place for medical reasons when the insured stay was scheduled to take place (e.g. dialysis).

2. If a medical treatment or any other measure for which benefits were agreed exceeds the medically necessary amount or if the costs of such treatment are not appropriate according to the circumstances at the travel destination, Würzburger can reduce its benefits to an appropriate amount.

3. Würzburger will refund the costs of medical treatment up to the day until the insured person is suitable for transport, in total up to 90 days from the start of treatment if a return transport is not possible until the end of the insured trip because the insured person is not able to be transported.

6. When will the benefits be paid?

1. Würzburger is obliged to pay if original invoices are provided along with the necessary receipts, documents or proof; they will become property of Würzburger. If original receipts, documents or proof are presented to another insurer for reimbursement, duplicates of the invoices are sufficient if they include notes by the other insurer about its benefits or its refusal to pay. On our request, the insured person has to provide German translations for any foreign language receipt, document or proof relevant for payment of benefits.

2. All receipts, documents or proof need to include: name of the treating physician, first name, surname and date of birth of the treated person as well as the disease name together with the individual medical services and treatment data; the prescriptions need to include exact information about the prescribed medicine, the price and a statement that the payment was received. In case of dental treatment, the documents need to include a description of the treated teeth and the respective treatment.

3. As proof of the medical necessity of the return transport, the insured person has to provide a medical certificate. In addition to the reasons for medical necessity of the return transport, the medical certificate also has to include the exact disease name.

4. Where asserting a claim for transport costs of mortal remains and funeral expenses, the insured person has to provide an official or medical certificate with information about the cause of death.

5. Notwithstanding § 44.2 and § 45.1 German Insurance Contract Act, the insured person may assert claims under the contract without the cooperation of the policyholder.

6. Würzburger is entitled to pay benefits to the messenger or bearer of proper evidence unless Würzburger has good reasons to doubt the legitimacy of the messenger or bearer.

7. The expenses incurred in foreign currency are converted into euro at the exchange rate in effect on the transaction date on which Würzburger receives the receipts, documents or proof. The rate in effect on the transaction date for traded currencies is the official rate of exchange in Frankfurt / Main; for non-traded currencies, the most recent exchange rate quoted in the latest issue of "Currency of the World" published by the German Federal Bank in Frankfurt / Main shall be used, unless it can be verified that the foreign currencies necessary to pay the invoices were acquired at an unfavorable exchange rate caused by a change of currency parities.

8. The transfer of the insurance benefits to the claimant shall be free of charge to an account at a financial institution in the SEPA area. If the insured person requests a transfer to an account outside the SEPA area or a special form of transfer and the insurer complies with this request, the additional costs incurred as a result may be deducted from the benefits.

9. Claims to insurance benefits cannot be pledged.

7. When does the insurance coverage end?

1. The insurance coverage ends – also for pending insured events – when the respective stay abroad or insurance contract ends or at the end of the return transport in accordance with clause 4 par. 4 (2 a), but no later than at the end of the insurance coverage.

2. If a return journey is not possible due to medical reasons within the period for which we provide insurance coverage, the benefit period is extended by a maximum 90 days from the start of treatment until a return transport no longer poses a health risk to the insured person.

8. How does the payment of premiums work?

The policyholder has to pay the first or single premium immediately after receipt of the insurance policy, but no earlier than the start of insurance as stipulated in the insurance policy. All other premiums (renewal premiums) are payable on the respectively agreed due date. If the first or single premium is not paid in time, the regulations in § 37 German Insurance Contract Act will be applied, i.e. Würzburger can withdraw from the contract.

If a renewal premium is not paid in time, the regulations in § 38 German Insurance Contract Act will apply.

9. What to do in the event of a claim (obligations)?

1. The insured person is obliged to avoid anything that could lead to an unnecessary increase of costs.

2. The policyholder or the insured person has to hand in all receipts, documents or proof by the end of the third month after the end of the journey.

3. At the request of Würzburger, the policyholder or the insured person has to provide any information necessary to determine the occurrence of an insured event or a liability to pay by Würzburger and its extent.

4. At the request of Würzburger, the insured person is obliged to be examined by a physician appointed by Würzburger.

5. At the request of Würzburger, the policyholder or the insured person is obliged to enable us to collect all necessary information. For this purpose, he / she needs to authorize Würzburger to collect information at any time on the following: diseases, consequences of an accident and ailments that the policyholder or the insured person suffered from in the past, is suffering from at present or which started prior to the end of the contract; any personal insurance policies that were applied for, are existing or were completed. For this purpose, Würzburger is authorized to ask physicians, dentists, non-medical practitioners, any kind of hospital, insurance institutions, health authorities and pension offices. They are to be released from their physician-patient privilege and are to be authorized to provide all necessary information to Würzburger.

6. In the event of a claim and at the request of Würzburger, the policyholder or the insured person have to provide evidence about the start and end of every individual trip abroad.

10. What are the consequences of a breach of obligations?

If the policyholder or the insured person intentionally fails to provide information or provides false information contrary to the contractual arrangements or if the policyholder or the insured person fails to provide the insurer

with the requested receipts, documents or proof or if they breach other contractual obligations, the policyholder or the insured person shall lose their right to benefits. If the policyholder or the insured person breaches these obligations with gross negligence, the policyholder or the insured person does not lose their right in full, but the insurer can reduce its performance according to the severity of the breach. There will be no reduction if the policyholder or the insured person proves that the policyholder or the insured person did not breach the obligation with gross negligence. Despite your breach of the obligation to provide information and receipts, documents or proof, the insurer is still liable to pay if the policyholder or the insured person prove that the intentional or grossly negligent breach of obligations was neither the cause for the determination of the insured event nor for the determination or scope of the liability to pay.

The insurer is exempt from performance in full or in part if the obligation to provide information, which has been in place after an insured event takes place, was breached and if the insurer did provide the policyholder or the insured person with a separate written notification about this legal consequence. If the policyholder or the insured person fraudulently breaches the obligation to provide information and receipts, documents or proof, the insurer will be exempt from performance in any case.

11. When is Würzburger exempt from performance?

Würzburger is exempt from performance if the policyholder or an insured person tries to deceive the insurer with regard to circumstances that are relevant for the cause or the amount of the benefits.

12. What happens in case of claims against third parties?

1. If the policyholder or an insured person has claims for compensation against third parties that are not insurance-related, he / she is obliged to assign these claims in writing to the insurer up to the amount that compensation is paid in accordance with the insurance contract, irrespective of the legal subrogation in accordance with § 86 VVG (German Insurance Contract Act). The policyholder or the insured person has to protect his / her claim for compensation or a right to secure this claim considering the existing procedural conditions and time limits under the law and, if necessary, support the insurer to enforce the claim. If the policyholder or the insured person intentionally breaches this obligation, the insurer is not liable to pay since it cannot obtain compensation from third parties as a result of such a breach. In case of a grossly negligent breach of the obligation, the insurer is entitled to reduce its benefits according to the severity of the fault of the policyholder or the fault of the insured person; the burden of proof for the non-existence of a grossly negligent behavior lies with the policyholder or the insured person.

2. If the insured person has received compensation for the expenses incurred to him / her by third parties obliged to pay damages, Würzburger is entitled to set off the compensation against its benefits.

13. When can claims be set off?

The policyholder can only set off against claims by Würzburger if the counterclaim is uncontested or has been legally established.

14. What do I need to keep in mind when I contact Würzburger?

The policyholder or the insured person needs to provide all declarations of intent and notifications to Würzburger in writing. Insurance brokers are not entitled to receive such documents.

15. How can I cancel the contract after a loss event?

1. After the occurrence of an insured event, both parties can cancel the insurance contract. The notice of cancellation needs to be in writing and has to be received not later than one month after the completion of the insured event. Würzburger has to give a one month notice to cancel; our cancellation will never enter into force prior to the end of the ongoing trip. If the policyholder cancels the contract, he / she can decide if his / her cancellation will enter into force immediately or at a later point in time, but no later than the end of the ongoing insurance period.

2. If Würzburger has cancelled the contract, we are obliged to reimburse the respective part of the premium for the insurance period that has not yet ended.

16. Which court is responsible?

For actions against Würzburger arising from the insurance contract, the responsible court depends on the location of Würzburger's head office or its branch offices responsible for the insurance contract. Local responsibility also lies with the court in whose district you have your residence or, in the absence of such, your habitual residence at the time the action is brought. Actions against the policyholder arising from the insurance contract need to be filed with the court responsible for his / her residence or, in the absence of such, his / her habitual residence.

17. Contact address of Würzburger

Würzburger Versicherungs-AG, Bahnhofstr. 11, 97070 Würzburg, Germany

General information

Obligation to mitigate your losses and notice of claim

Please use our 24-hour emergency hotline and consult in time with the insurer responsible for organization, service and claims payments before any cost-incurring measures take place. This way, you can often avoid unnecessary additional expenses and therefore fulfill your obligation to mitigate your losses. If you call to report damage, you also need to provide your insurers with the documents necessary for claims settlement after your return (in accordance with the insurance conditions).

Subsidiarity clause

If a third party is liable to pay in the event of a claim or if compensation can be claimed from other insurance contracts, such liabilities to pay are primary. This applies in particular for benefits from compulsory health insurance and state aid. If compensation can be claimed from other insurance contracts, you are free to choose to which insurer you report the damage.

What is a trip?

A trip is every absence from the permanent residence up to a maximum duration of successive 365 days. Permanent residence is the domestic location where the policyholder is registered and usually resides.

International Health Insurance (BB-AR 2019) – Special Conditions

By way of derogation from the General Insurance Conditions AVB-AR-365/2025, the following conditions apply:

For PROVISIT-VISUM

The maximum term of the insurance is 180 days.

By way of derogation from par. 1.5 of AVB-AR-365/2025, the insurance policy also covers business stays for up to 180 days, except for persons who carry out physical labor.

By way of derogation from par 1.6 of AVB-AR-365/2025, PROVISIT-VISUM offers insurance coverage without age limit.

For PROVISIT-MULTIPASS

According to the respective arrangement, the insurance coverage applies for 90 days within 180 days or 180 days within 360 days.

By way of derogation from par. 1.5 der AVB-AR-365/20235, persons who do not carry out physical labor can be insured for up to 90 days (for any desired number of stays) within 180 days, or for up to 180 days within 360 days.

By way of derogation from par 1.6 of AVB-AR-365/2025, insurance coverage only applies up to 64 years of age.

For PROVISIT-GRUPPE (Special Conditions PROVISIT-GRUPPE (BB-AR-365 / 2019 – GRUPPE)

1. Clauses 3.1 c), 5.1 f) and 5.1 m) of the General Conditions of Insurance for Travel Health Insurance Abroad (AVB-AR-365 / 2025) shall not apply.

2. Contrary to clause 4.4.1. b) of AVB-AR-365 / 2025, non-prescription drugs, bandages and remedies are also insured on the basis of a doctor's prescription.

3. The limit of € 250 for prescribed remedies does not apply.

4. In addition to clause 4.4.1. g), medically necessary crutches and rental of a wheelchair are also reimbursable if they are not prescribed as a result of an accident.

5. The maximum term of the insurance is 365 days.

6. A closed group of travelers consists of at least 10 persons with a joint travel registration/booking and a joint travel date and destination, e.g. clubs, associations, school classes and other closed groups of travelers. In addition to individual groups, companies and organizations can also conclude a framework agreement and then enroll individuals for insurance. Interns who carry out physical labor within their internship can also be insured.

7. In exceptional cases, we also provide insurance to individuals older than 68 years.

8. Extension of cover clause 1.5. (AVB-AR-365/2025): Insurance cover is also provided for persons who will take up employment subject to social insurance in the Federal Republic of Germany. In this case, the insurance cover applies from the time of entry until the commencement of employment subject to social insurance contributions, up to a maximum of 365 days. The insurance cover also applies to further/additional education within this period.

The following professions are excluded from this regulation:

- Demolition workers/helpers
- Employees of the Federal Armed Forces
- Construction workers
- Professional athletes
- Professional divers
- Employees in connection with nuclear risks
- Concrete workers
- Security guards in personal protection
- Bridge builders
- Roofers
- fireworkers/pyrotechnicians

- flying personnel
- Aircraft crews/kite pilots
- scaffolders
- chimney builders
- Explosive ordnance disposal
- Bricklayers
- MEK (mobile task force)
- Ammunition and clearance teams
- Pilot with flight risk
- Police (field service), border guards
- Chimney sweep
- Special police units
- Blaster, blasting personnel
- Steward/stewardess with flight risk
- Search and clearance personnel for ammunition/explosive substances
- Security guard, security personnel
- Carpenter

Additional component: Home Country Coverage for International Health Insurance (only valid for persons covered by PROVISIT GRUPPE with a special agreement)

By way of derogation from or in expansion of the General Insurance Conditions for International Health Insurance (AVB-AR), the following extension of coverage (if agreed) applies:

Temporary stays in the home country up to a total duration of 2 weeks are also deemed insured.

General Insurance Conditions for Travel Liability Insurance (AHB-Reise)

As the policyholder, you are our contract partner. As the insurer, we provide the services as agreed in the contract.

Scope of insurance

1. Subject matter of the insurance, insured event

1.1 Insurance coverage is provided within the frame of the insured risk if a third party makes a claim for damages against you in accordance with statutory liability provisions under private law and because of the occurrence of a loss event (insured event) while the insurance policy was in effect that caused a bodily injury, property damage or a resulting financial loss. Loss event is an event directly causing damage to a third party. The exact point in time, however, when the damage leading to the loss event was caused is not relevant in this context.

1.2 There is no insurance coverage for claims, even if they are statutory claims,

(1) for fulfillment of contracts, subsequent performance, for self-remedy of defects, rescission, reduction, for compensation instead of performance;

(2) because of damages that are caused in order to carry out the subsequent performance;

(3) because of the failure to use the subject matter of the contract or because of the absence of the success owed under the contract;

(4) for compensation of unsuccessful expenses in reliance on proper fulfillment of contract;

(5) for compensation of a financial loss caused by late performance;

(6) because of other compensations replacing the fulfillment of contract.

2. Financial loss, loss of property

By means of a special agreement, this insurance coverage can be extended to your legal liability under private law because of

2.1 financial loss neither caused by bodily injury nor property damages;

2.2 damages because of loss of property; such a case is governed by the conditions on property damage.

3. Insured risk

3.1 The insurance coverage includes the legal liability

(1) from risks stipulated in the insurance policy and its addendums,

(2) from increases or extensions of the risks stipulated in the insurance policy and its addendums. This applies neither for risks from ownership or use of motor vehicles, aircraft or watercraft that are subject to insurance nor for other risks subject to compulsory insurance or the duty to provide for sufficient cover,

(3) from risks that will newly arise for you after conclusion of the insurance contract (automatic extension of cover) and which are regulated in detail in clause 4.

3.2 The insurance coverage also includes an increase of the insured risk as a result of a change in the existing legal regulations or the enactment of new ones. We can, however, cancel the contract in accordance with the requirements of clause 21.

4. Automatic extension of coverage

4.1 Risks that newly arise after the conclusion of the insurance contract are covered within the existing contract with immediate effect until the next premium due date of your contract.

(1) You are obliged, at our request, to inform us about every new risk within one month. This request can also be made together with the premium statement. If you fail to inform us in time, the insurance coverage will be retrospectively cancelled for the new risk starting at the point when it arose. If the insured event takes place before you informed us about the new risk, you will have to prove that the new risk did not arise prior to

conclusion of the insurance and was added at a point where the notification period had not yet expired.

(2) We shall be entitled to demand an appropriate premium for the new risk. If there is no agreement on the amount of the premium within one month after you informed us about the new risk, the insurance coverage will be retrospectively cancelled for the new risk starting at the point when it arose.

4.2 From the point when new risks arose until an agreement in accordance with clause 4.1 (2), the insurance coverage for new risks will be limited to € 300,000 for bodily injury and € 300,000 for property damage and – if agreed – € 50,000 for financial loss, unless lesser sums insured are specified in the insurance policy and its addendums. The stipulated sums insured are only available once per insurance year.

4.3 Automatic extension of cover does not apply for risks

(1) arising from ownership, possession, keeping or operation of motor vehicles, aircraft or watercraft, insofar as these vehicles require a driver's license and are subject to approval and insurance;

(2) arising from ownership, possession, operation or driving of trains;

(3) that are subject to insurance or the duty to provide for sufficient coverage;

(4) that will be in place for less than a year and therefore need to be covered within short-term insurance contracts.

5. Insurance benefits

5.1 The insurance coverage includes determination of liability, the defense against unjustified claims for compensation and your release from justified claims for compensation. Claims for compensation are justified if you are obliged under law, final judgment, acknowledgement or settlement to pay compensation and if we are bound to this. Acknowledgements and settlements that you made or accepted without our consent are only binding for us insofar as the claim would also have been valid without an acknowledgement or settlement. If your obligation to pay damages has been determined with binding effect on us, we have to release you from the third party's claim within two weeks.

5.2 We are authorized to provide any statement we deem necessary to settle or defend against claims for compensation on your behalf. In case of a dispute about claims for compensation against you within the insured event, we are authorized to conduct the case on your behalf and at our expense.

5.3 If the appointment of a defense counsel for you is desired or approved by us in criminal proceedings because of a loss event that might cause a liability claim under the insurance coverage, we will bear the costs of the defense counsel in accordance with the fees regulations or the additional costs separately arranged with such counsel.

5.4 If you or an additional insured person gain the right to demand the cancellation or reduction of a payable annuity, we are authorized to exercise this right.

6. Benefit limitations

6.1 Our compensations are limited for every insured event to the agreed sums insured. This shall also apply if the insurance coverage includes several persons obliged to pay compensations.

6.2 Unless otherwise agreed, our compensations are limited for all insured events within an insurance year to twice the amount of the agreed sums insured.

6.3 Several insured events taking place during the validity of the insurance policy are deemed as a single insured event that took place during the first of these insured events if they are based on

– the same cause,

– the same causes and if there was an internal, in particular material and temporal, coherence or

– the delivery of goods with the same defects.

6.4 Where separately agreed, you will contribute to the compensation in every insured event with an amount stipulated in the insurance policy and its addendums (deductible). Unless otherwise agreed, we are additionally obliged in these cases to carry out the defense against unjustified claims for compensation.

6.5 Our expenses for costs incurred will not be set off against the sums insured.

6.6 If the justified liability claims from one insured event exceed the sum insured, we will bear the legal costs in

the relation the sum insured has to the total amount of these claims.

6.7 If you have to pay annuity to the injured party and if the capital value of the annuity exceeds the sum insured or the rest of the sum insured after deduction of other benefits from the insured event, we will only reimburse the payable annuity in the relation the sum insured or its rest has to the capital value of the annuity. The calculation of the annuity will take place in accordance with the regulation on the insurance coverage in the vehicle liability insurance in its version valid at the time of the insured event. When calculating the amount you need to contribute to ongoing annuity payments, if the capital value of the annuity exceeds the sum insured or the rest of the sum insured after deduction of other benefits from the insured event, any other benefits will be set off against the sum insured in full.

6.8 Where we request the handling of a liability claim and the claim cannot be handled by acknowledgement, satisfaction or settlement because of the insured person's behavior, we are not obliged to pay for the additional expenses in the form of compensations, interest and costs resulting from the insured person's refusal.

7. Exclusions

Unless otherwise agreed in the policy and its addendums, the insurance policy comes with the following exclusions:

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

7.2 Insurance claims of all persons who caused the damage by

– placing goods on the market or

– carrying out works or other services

in knowledge of their defectiveness or harmfulness.

7.3 Liability claims that exceed the scope of your statutory liability because of a contract or pledge.

7.4 Liability claims

(1) of yourself or of the persons listed in clause 7.5 against additional insured persons,

(2) between several policyholders of the same insurance contract,

(3) between several additional insured persons of the same insurance contract.

7.5 Liability claims against you

(1) from claims of your relatives who live with you in cohabitation or are additional insured persons as named in the insurance contract; relatives are spouses, life partners in accordance with the Law on Civil Partnership or similar partnerships pursuant to the laws of other countries, parents and children, adoptive parents and children, parents-in-law and children-in-law, stepparents and stepchildren, grandparents and grandchildren, siblings as well as foster parents and children (persons connected by a family-like relationship set out for the long term such as parents and children).

(2) of your legal representatives or advisers if you are a legally incompetent person, a person with limited legal capacity or a person under care;

(3) of your legal representatives if the policyholder is a legal entity under private or public law or an association without legal capacity;

(4) of your partners with unlimited liability if the policyholder is a partnership, limited partnership or civil partnership;

(5) of your partners if the policyholder is a registered professional partnership;

(6)
of your liquidators, receivers and insolvency administrators;

Concerning clause 7.4 and clause 7.5:

The exclusions under clause 7.4 and clause 7.5 (2) to (6) also include liability claims of relatives of the persons mentioned therein and living in cohabitation with them.

7.6 Liability claims for damage to third-party property and any resulting financial loss if you rented, leased or

borrowed the property or acquired the property through unlawful interference or if they are the matter of a separate deposit contract.

7.7 Liability claims for damage to third-party property and any resulting financial loss if

(1) the damage was caused because of your commercial or professional work with it (processing, repair, transport, inspection and the like); in case of immovable property; this exclusion only applies if the property or parts thereof were immediately affected by the activity;

(2) the damage was caused because you used the property to enable your commercial or professional activities (as a tool, aid, storage surface for material and the like); in case of immovable property, this exclusion only applies if the property or parts thereof were immediately affected by the use;

(3) the damage was caused by your commercial or professional activity and if the property or – in the case of immovable property – parts thereof were situated in the area directly affected by the activity; this exclusion shall not apply if you can prove that, at the time of the activity, you had taken necessary protective measures to prevent damages.

Concerning clause 7.6 and clause 7.7:

If the requirements for the exclusions in clause 7.6 and clause 7.7 are met in the person of your salaried employees, workers, servants, authorized agents or representatives, the insurance coverage shall likewise cease for both you and for other additional insured persons under the insurance contract.

7.8 Liability claims for damage to goods, works or other services produced, provided or delivered by you as a result of their production, delivery or service and any resulting financial loss. This shall also apply if the damage was caused by a defective part of the object or by a defective partial performance resulting in the object or service being damaged or destroyed. This exclusion is also applied if a third party produced or delivered the objects or carried out the works or other services on your behalf and for your account.

7.9 Liability claims from loss events happening abroad; Claims in accordance with § 110 Social Code VII are also covered.

7.10 a) Claims made against you because of environmental damage in accordance with the Environmental Damage Act or other national environmental laws based on the EU Environmental Liability Directive (2004/35/EG). This shall also apply where, on the basis of statutory liability provisions under private law, a third party makes a claim against you for the reimbursement of costs arising from such environmental damage. The insurance coverage shall, however, continue to apply in respect of claims that could already be made against you on the basis of statutory liability provisions under private law, even if the Environmental Damage Act or other national environmental laws based on the EU Environmental Liability Directive (2004/35/EC) did not exist.

This exclusion shall not apply within the framework of the insurance of personal liability risks.

b) Liability claims for damages from environmental effects.

This shall not apply

(1) within the framework of the insurance of personal liability risks or

(2) for damages arising from products manufactured or supplied by you (including waste), or from work or other services following performance of the service or completion of the work (product liability).

There is, however, no insurance coverage for damages from environmental effects as a result of planning, production, delivery, assembly, dismantling, repair or maintenance of

– installations intended for the production, processing, storage, depositing, conveying or disposal of substances harmful to waterways (Waterways Act [WHG] installations);

– installations in accordance with appendix 1 or 2 to the Environment Liability Law (UmweltHG installations);

– installations which in accordance with environmental protection regulations must be authorized or notified;

– waste water installations

or parts which are evidently intended for such installations.

7.11 Liability claims for damages from asbestos or substances or products containing asbestos.

7.12 Liability claims for damages directly or indirectly connected to energy-rich ionizing radiation (e.g. radiation emitted from radioactive substances or X-ray radiation).

7.13 Liability claims for damages from

(1) genetic engineering,

(2) genetically modified organisms (GMOs),

(3) products that

– contain parts of GMOs,

– were produced from or with the aid of GMOs.

7.14 Liability claims from property damage caused by

(1) sewage, insofar as domestic sewage is not involved,

(2) subsidence of land or landslides,

(3) flooding caused by standing or flowing water.

7.15 Liability claims for damages arising from the exchange, transmission or provision of electronic data, where such damages result in

(1) deletion, suppression, spoiling or alteration of data,

(2) failure to capture or faulty storage of data,

(3) disruption of access to electronic data interchange,

(4) transmission of confidential data or information.

7.16 Liability claims for damages arising from violations of personal rights or name rights.

7.17 Liability claims for damages due to hostility, vexatious harassment, unequal treatment or other discrimination.

7.18 Liability claims for personal injury arising from the transmission of a disease by you. The same applies for property damage arising from the illness of animals you own, keep or sell. In both cases, the insurance coverage applies if you prove that you did not act with intent or gross negligence.

Start of the insurance coverage / Payment of premiums

8. Start of the insurance coverage

The insurance coverage starts on the date stipulated in the insurance policy if you pay the first or single premium in time in accordance with clause 9.1. All premiums invoiced include insurance tax, the respective amount you have to pay being stipulated by law.

9. Payment and consequences of late payment / First or single premium

9.1 The first or single premium is due immediately after receipt of the insurance policy. If payment of the annual premium in installments was agreed, only the first installment of the first annual premium shall be deemed to be the first premium.

9.2 If you fail to pay the first or single premium in time but at a later point in time, the insurance coverage only starts from this point. This shall not apply if you prove that you were not responsible for non-payment. In case of insured events that take place prior to payment of the premium, we are only exempt from our liability to pay if we informed you about this legal consequence of non-payment of the premium by separate written notification or by placing a prominent notice in the insurance policy.

9.3 If you are at fault of not paying the first or single premium in time, we are authorized to withdraw from the contract until you make the payment. We are not allowed to withdraw if you prove that you are not responsible for non-payment.

10. Payment and consequences of late payment / Renewal premium

10.1 If not otherwise agreed, the renewal premiums are due on the first day of the month of the agreed premium period. The payment shall be considered to be made in time if it is made at the point in time stipulated in the insurance policy or the premium statement.

10.2 Failure to pay a renewal premium in time shall constitute default without reminder unless you are not responsible for the late payment. We will send you a written request to pay with a set payment period of at least two weeks. Failure to pay a renewal premium in time authorizes us to set a payment period of at least two weeks in writing and at your expense. This provision is only valid if it provides details on the backlog of payments consisting of premium, interest and costs and informs about the legal consequences of expiration of a period in accordance with clause 10.3 and 10.4.

10.3 If you are still in default of payment after expiry of the deadline, there will be no insurance coverage from this point until payment is received, provided that we informed you respectively in our request for payment according to clause 10.2 par. 2.

10.4 If you are still in default of payment after expiry of the deadline, we can cancel the contract without notice provided that we informed you respectively in our request for payment according to clause 10.2 par. 3. If we have cancelled the contract and you pay the requested amount within one month after the cancellation, the contract remains in effect. There is, however, no insurance coverage for insured events that took place between the receipt of the cancellation and the payment.

11. Timeliness of payment in case of a direct debit mandate

Where you have issued a direct debit authorization, the payment shall be deemed on time if the premium can be collected on the due date and if you do not object to a justified debit. Where we cannot collect the due premium through no fault of yours, the payment shall also be deemed on time if it is made immediately after we have sent you a written request to pay. Where we cannot collect a due premium because you have revoked the direct debit mandate or if you are otherwise responsible that the premium could not be collected, we are authorized to demand future payments be made outside the direct debiting system. You are only obliged to pay the premium when we have sent you a written request to pay.

12. Partial payment and consequences of late payment

Where payment of the annual premium in installments has been agreed, any outstanding installments are due immediately if you are in default with the payment of an installment. We may also require the premium to be paid annually in future.

13. Premium adjustment

13.1 Upon our request, you are obliged to tell us whether and what changes have been made to the insured risk compared with earlier information. This request may also be made by means of a note on the premium statement. The information must be provided within one month after the request was received, with proof being furnished should we so require. Where incorrect information is given to our disadvantage, we shall be entitled to demand from you a contractual penalty of three times the amount of the difference in premium ascertained. This shall not apply where you prove that you are not responsible for the information being incorrect.

13.2 The premium shall be corrected from the time of the change (premium adjustment) on the basis of your change notice or other findings; where insured risks cease to exist, however, the premium will only be adjusted from the time when we receive the notice. The resulting adjusted premium may not fall below the contractually agreed minimum premium. Any increases and reductions in the minimum premium occurring in accordance with clause 15.1 after conclusion of the insurance contract shall be taken into account.

13.3 Should you fail to issue the notice in time, then for the period for which the information was to be given we may demand an additional payment amounting to the premium already charged for that period. Where you subsequently provide the information, a premium adjustment shall take place. Any premium that you have overpaid shall only be reimbursed if the information was supplied within two months following receipt of the notification about the increased premium.

13.4 The above provisions shall also apply to insurance policies for which the premium is paid in advance for several years.

14. Premium in case of early contract cancellation

Where the contract is cancelled early, unless otherwise provided by law, we shall be entitled to only that portion of the premium corresponding to the period during which insurance coverage was in force.

15. Premium rate adjustment

15.1 Insurance premiums are subject to premium rate adjustment. Where premiums are calculated on the basis of payroll, contract price or amount of turnover, there shall be no premium rate adjustment. Regardless of the way in which premiums are calculated, minimum premiums shall be subject to premium rate adjustment.

15.2 An independent trustee shall determine each year, with effect for the premiums due from 1 July, the percentage by which the average of the claims payments made in the past calendar year by all insurers licensed to transact general liability insurance has increased or decreased compared to the previous year. The trustee shall round down the percentage determined to the next lower whole number divisible by five. Where an individual loss leads to special expenses being incurred in order to determine the basis and amount of indemnity, such expenses shall also be deemed to be claims payments. The average of the claims payments made in any one calendar year shall be the sum of the claims payments made in that year, divided by the number of new loss events reported over the same period.

15.3 In the event of an increase we shall be entitled – and in the event of a reduction obliged – to adjust the premium for the following year by the percentage obtained from clause 15.2 (premium rate adjustment). You will be notified of the change to the premium for the following year with the next premium statement. Where the average level of our claims payments has increased in each of the last five calendar years by a lower percentage than that determined by the trustee for any of these years in accordance with clause 15.2, we may increase the premium for the following year only by the percentage by which the average of our claims payments has increased in the last calendar year based on our own company figures; this increase may not exceed the one that would result under the previous paragraph.

15.4 Where the change in accordance with clauses 15.2 or 15.3 is less than five percent, there shall be no premium rate adjustment. This change shall, however, be taken into account in subsequent years.

Duration and end of contract / Cancellation

16. Duration and end of contract

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

16.2 Where a policy period of at least one year is agreed, the policy shall be renewed after expiry of the agreed period for a further year in each case unless the contract partner has received the cancellation at least three months prior to the expiry of the respective insurance year.

16.3 Where a policy period of less than one year is agreed, the policy shall end at the stipulated time without any notice being required.

16.4 Where a policy period of more than three years is agreed, the contract may already be cancelled at expiry of the third year or of any subsequent year; the notice of cancellation must reach the contract partner at least three months prior to the expiry of the respective insurance year.

17. Cessation of the insured risk

Where risks cease to exist completely and permanently, the respective insurance shall cease to apply. In this case, we shall be entitled to the premium that we could have charged if the insurance of these risks had been applied for only up to the time when we became aware of their cessation.

18. Cancellation after a premium rate adjustment

Where the premium increases as a result of the premium rate adjustment in accordance with clause 15.3 without the scope of the coverage altering accordingly, you may cancel the policy within one month of receiving our notification. The cancellation shall be effective immediately, but at the earliest from the time that the premium increase takes effect.

We are obliged to inform you in the notification about the right of cancellation. The notification must reach you at least one month before the premium increase takes effect. An increase in insurance tax shall not establish any right of cancellation.

19. Cancellation following an insured event

19.1 The insurance contract may be cancelled where

– we have made a compensation payment or

– you are served a legal writ in respect of a liability claim falling under the cover.

The notice of cancellation must have reached the contract partner in writing at least one month after the compensation payment or the service of the writ.

19.2 If you cancel the insurance contract, your notice of cancellation will take effect immediately after we receive it. You may, however, stipulate that the cancellation shall take effect at a later date, though no later than the end of the current insurance period. If we cancel the insurance contract, our notice of cancellation shall take effect

one month after you receive it.

20. Cancellation after sale of insured companies

20.1 Where a company for which liability insurance exists is sold to a third party, that party shall for the duration of its ownership be subrogated in your place to the rights and obligations arising from the insurance contract. This shall also apply where a company is taken over by a third party as a result of a beneficial interest, lease agreement or similar relationship.

20.2 In this case, the insurance contract may be cancelled in writing

– by us vis-à-vis the third party, subject to one month's notice,

– by the third party vis-à-vis us, with immediate effect or at the end of the current insurance period.

20.3 The right of cancellation shall lapse when

– we fail to exercise it within one month from the time when we learn of the transfer to the third party;

– the third party fails to exercise it within one month following the transfer, with the right of cancellation continuing to exist for one month from the time when the third party becomes aware of the insurance.

20.4 Where the transfer to the third party happens during the current insurance period and the insurance contract is not cancelled, you as the previous policyholder and the third party shall be jointly and severally liable for the insurance premium for this period.

20.5 Where a company is transferred, you as the existing policyholder or the third party must notify us of this without delay.

Where the disclosure requirement is culpably breached, no coverage shall apply in cases where an insured event occurs more than one month after the time when we ought to have received the notification and we would not have concluded with the purchaser the contract that existed with the seller.

The insurance coverage shall be reinstated and shall apply in respect of all insured events occurring no earlier than one month after the time when we became aware of the sale. This shall apply only where we have not made use of our right of cancellation in that month.

The insurance coverage shall not cease, despite breach of the duty of disclosure, in cases where we were aware of the sale at the time when we ought to have received the notification.

21. Cancellation after increase in risk as a result of a change in the existing legal regulations or the enactment of new ones

Where there is an increase in the insured risk as a result of a change in the existing legal regulations or the enactment of new ones, we shall be entitled to cancel the insurance contract subject to a period of notice of one month. The right of cancellation shall cease if it is not exercised within one month from the time when we become aware of the increase.

22. Multiple insurance

22.1 Multiple insurance exists where the risk is covered under several insurance contracts.

22.2 Where multiple insurance has come about without your knowledge, you can ask for cancellation of the policy that was later arranged.

22.3 The right to cancel shall cease if you fail to assert it within one month of learning of the multiple insurance. The cancellation shall take effect when we receive the declaration in which it is requested.

Your obligations

23. Your pre-contractual duties of disclosure

23.1 Correctness and completeness of the information about material facts

You are obliged, by the time you issue your contract statement, to disclose completely and truthfully all material facts known to you about which we have asked in text form and which are material to our decision to arrange the policy with the agreed content. If we ask questions within the meaning of the first sentence of this paragraph in text form after your contract statement has been issued but before the contract has been accepted, you shall also

be obliged to answer them. Material facts are those circumstances that are material to our decision to arrange the policy at all or with the agreed content. If another person is to be insured, he / she is also obliged to disclose completely and truthfully all material facts and to also answer the questions we asked you. Where a representative is acting for you and is aware of the material fact, you shall be treated as if you yourself had known about it or had fraudulently concealed the fact.

23.2 Withdrawal

(1) Where incomplete and incorrect information about the material facts is given, we shall be entitled to withdraw from the insurance contract. This shall also apply if no information or incorrect information was given on a fact because you fraudulently concealed knowledge of the truth.

This shall only apply if we have drawn your attention to the consequences of a breach of the duty of disclosure in writing by means of a separate notification. We have to assert our right of withdrawal within one month in writing. In doing so, we have to name the circumstances our statement is based on. Within one month, we can also subsequently state other circumstances to justify our statement. The period starts when we become aware of the breach of the duty of disclosure that justifies our right of withdrawal.

The withdrawal will be effected by written notice to you.

(2) We cannot claim our right of withdrawal if we were aware of the non-disclosed material fact or the incorrectness of the disclosed information. We have no right of withdrawal if you prove that you or your representative neither acted with intent nor with gross negligence when providing incorrect or incomplete information. We have no right of withdrawal due to a grossly negligent breach of the duty of disclosure if you prove that we had also concluded the contract, although with different terms and conditions, had we known about the non-disclosed circumstances.

(3) There will be no insurance coverage in case of withdrawal.

Where we withdraw from the contract after the occurrence of an insured event, we are obliged to provide insurance coverage if you prove that the circumstance about which you provided incorrect or incomplete information was not the reason for either the occurrence of the insured event or the ascertainment or extent of the performance. There will be, however, no insurance coverage in such a case if you fraudulently breached the duty of disclosure. We are entitled to the part of the premium that relates to the contract period before the notice of withdrawal entered into effect.

23.3 Premium adjustment or right of cancellation

Where we have no right of withdrawal because your breach of the duty of disclosure was caused neither by intent nor by gross negligence, we shall be entitled to cancel the insurance contract in writing subject to a period of notice of one month. This shall only apply if we have drawn your attention to the consequences of a breach of the duty of disclosure in writing by means of a separate notification.

In doing so, we have to name the circumstances our statement is based on. Within one month, we can also subsequently state other circumstances to justify our statement. The period starts when we become aware of your breach of the duty of disclosure.

We cannot claim our right of cancellation due to breach of the duty of disclosure if we were aware of the non-disclosed material fact or the incorrectness of the disclosed information. We have no right of cancellation if you prove that we had also concluded the contract, although with different terms and conditions, had we known about the non-disclosed circumstances.

Where we cannot withdraw from the contract or cancel the contract because we had also concluded the contract, although with different terms and conditions, had we known about the non-disclosed circumstances, the remaining terms and conditions retrospectively become part of the contract. If you are not responsible for the breach of obligation, the remaining terms and conditions become part of the contract from the current insurance period on. This shall only apply if we have drawn your attention to the consequences of a breach of the duty of disclosure in writing by means of a separate notification. We are obliged to assert the alteration of contract within one month in writing. In doing so, we have to name the circumstances our statement is based on. Within one month, we can also subsequently state other circumstances to justify our statement. The period starts when we become aware of your breach of the duty of disclosure that entitles us to adjust the contract.

We may not invoke an alteration of contract if we were aware of the non-disclosed material fact or the incorrectness of the disclosed information. If we increase the premium by more than 10 % due to alteration of the contract or if we exclude cover for the non-disclosed circumstance, you may cancel the contract in writing and without notice within one month after you received our notification.

23.4 Rescission

Our right to rescind the contract due to fraudulent misrepresentation remains unaffected. In case of rescission,

we are entitled to the part of the premium that relates to the contract period before the declaration of rescission entered into effect

24. Obligations prior to occurrence of the insured event

Upon our request, you must eliminate any particularly hazardous circumstances within a reasonable period of time. This shall not apply where, considering both our interests, elimination would be unreasonable. A circumstance that has led to a loss shall automatically be deemed to be particularly hazardous.

25. Obligations after occurrence of the insured event

25.1 You are obliged to notify us about every insured event without delay, even if no claims for compensation have yet been made.

25.2 You must take steps to avert and minimize loss wherever possible. You must follow our instructions in this respect insofar as it is reasonable for you to do so. You are obliged to provide us with detailed, truthful loss reports and assist us with claims assessment and settlement. We must be notified of all circumstances that in our view are important for processing the claim and any documents requested for this purpose must be forwarded.

25.3 You must likewise notify us without delay if a liability claim is made against you, public prosecution, official or judicial proceedings are instituted against you, a summary notice to pay is issued, or a third party legal notice is served on you.

25.4 You must object to any summary notice to pay or any compensation order issued by the administrative authorities within the time specified, or lodge any other appeals that may be necessary. No instructions from us will be required for this.

25.5 Where a liability claim is asserted against you through court action, you must leave the conduct of the case to us. We will engage a lawyer on your behalf. You must grant the lawyer power of attorney, as well as provide all necessary information and make available the documents requested.

26. Legal consequences in case of breach of obligations

26.1 Where you breach an obligation arising from this contract that you have to fulfill prior to the occurrence of the insured event, we may cancel the contract without notice and within one month after becoming aware of the breach of obligation. We have no right of cancellation if you prove that the breach of obligation was neither caused by intent nor by gross negligence.

26.2 Where you intentionally breach an obligation arising from this contract, you will lose your insurance coverage. In case of a grossly negligent breach of obligations, we are entitled to reduce our benefits according to the severity of your fault.

For you to lose the insurance coverage in full or in part when the breach of the obligation to provide information happened after the occurrence of the insured event, it is necessary that we informed you about this legal consequence by separate written notification.

Where you prove that you did not breach the obligation with gross negligence, the insurance coverage will also continue if you provide evidence that the breach of obligation was neither the cause for the occurrence or determination of the insured event nor for the determination or scope of the benefits.

This shall not apply if you fraudulently breached the obligation.

The above conditions apply irrespective of the question if we make use of the right of cancellation that we are entitled to in accordance with clause 26.1.

Further provisions

27. Additional insured persons

27.1 Where the insurance also extends to liability claims against persons other than yourself, all provisions applying to you shall also be applicable to those insured persons accordingly. The provisions on automatic extension of coverage (clause 4) shall not apply where the new risk arises only for an additional insured.

27.2 You alone shall be entitled to exercise the rights arising from the insurance contract. You shall remain responsible besides the additional insured persons for fulfilling the obligations.

28. Non-assignment

Without our consent, the right of indemnity may be neither assigned nor pledged before it has been finally determined. Assignment to the injured third party is permissible.

29. Notifications, declarations of intent, change of address

29.1 All notifications and declarations intended for us are to be directed to our head office or to the responsible branch office as stipulated in the insurance policy or its addendums.

29.2 Where you have failed to notify us of a change in your address, the posting of a registered letter to the last address known to us under the last name known to us shall suffice for the purposes of submitting any declaration of intent to you. The declaration shall be deemed received three days after the letter is sent. The same shall apply in case of a change of your name.

29.3 Where you have purchased insurance for your business establishment, clause 29.2 shall apply analogously to any relocation of the business establishment.

30. Statute of limitations

30.1 Any claims arising from the insurance contract are subject to a limitation period of three years. The period is calculated in accordance with the general conditions of the German Civil Code (BGB).

30.2 Where you have reported a claim under the insurance contract to us, the limitation period shall be suspended from the report up to the time when the claimant receives our decision in text form.

31. Competent court

31.1 For actions against us arising from the insurance contract, the competent court depends on our head office or branch office responsible for the insurance contract. Where the policyholder is a natural person, local responsibility also lies with the court in whose district the policyholder has his / her residence or, in the absence of such, his / her habitual residence at the time the action is brought.

31.2 Where the policyholder is a natural person, actions against the policyholder arising from the insurance contract need to be brought before the court responsible for his / her residence or, in the absence of such, his / her habitual residence. Where the policyholder is a legal entity, the competent court shall also be determined by the registered office or branch office of the policyholder. The same shall apply if the policyholder is a partnership, limited partnership, civil partnership or registered partner company.

31.3 Where the policyholder’s residence or habitual residence is unknown at the time the action is brought, the competent court for actions arising from the insurance contract against the policyholder depends on the registered office of the insurer or its branch office responsible for the insurance contract.

32. Applicable law

German law applies to this contract.

Special conditions and risk descriptions of Travel Liability Insurance for private individuals

The following special conditions and risk descriptions shall only be part of the contract if they were expressly agreed and documented in your insurance policy and its addendums.

As the policyholder, you are our contract partner. As the insurer, we provide the services as agreed in the contract.

1. What is covered?

Insurance coverage is provided – within the scope of the General Insurance Conditions for Liability Insurance (AHB) and the Special Conditions and Risk Descriptions listed below – for your legal liability as a

Private individual

resulting from the dangers of everyday life – except for the dangers of a business, profession, service, office (including volunteering), a responsible position within associations of any kind or an unusual and dangerous occupation – in particular

1.1 as head of the family or household (e.g. responsibility for minors);

1.2 as employer of persons working in your household (see clause 2.3);

1.3 from ownership and use of bicycles;

1.4 practicing sports, except for hunting, and liability claims for damages as a result of taking part in horse, bicycle or motor vehicle racing, boxing, wrestling and the respective preparations (training);

2. Which provisions apply for vehicles, aircraft or watercraft?

No cover is provided for the liability of the owner, proprietor, holder or operator of motor vehicles, aircraft or watercraft as well as trailers subject to insurance resulting from damages caused by the use of the vehicle / trailer.

Insurance coverage is, however, provided – personal legal liability of the responsible operator and other persons authorized to operate the vehicle being part of the cover – for the liability resulting from damages caused by the use of

2.1 vehicles only used on private roads and spaces (motor vehicles) and motor vehicle trailers regardless of a maximum velocity;

2.2 motor vehicles not subject to insurance with a maximum velocity of 3.73 mph due to their design.

The exclusions in clauses 3.1 (2) AHB and 4.3 (1) AHB or 21 AHB do not apply for these motor vehicles.

We are exempt from performance,

– if the operator of a motor vehicle does not have the required driver's license when an insured event occurs on private roads and spaces;

– if an unauthorized driver used the vehicle.

We remain obliged to provide insurance for you if you could, through no fault of your own, expect the responsible driver to have a driver's license or if you did not knowingly enable the unauthorized driver to use the motor vehicle.

2.3 model aircraft, unmanned balloons and kites,

2.3.1 that are neither powered by engines nor by propulsion and

2.3.2 that have a maximum gross weight of five kilogram (5 kg) and

2.3.3 that are not subject to insurance.

2.4 pleasure craft (including surfboards), except for your own sailboats and your own or other people's pleasure craft with engines – also auxiliary and outboard engines – or propulsion units.

Insurance coverage is, however, provided for liability for damages resulting from the use of your own windsurfing equipment. No cover is provided for liability claims of the holder or owner himself / herself and claims for damage to the pleasure craft / water sports equipment itself.

Other existing insurance policies are primary to this insurance coverage. Where an official approval is necessary for the operation of a pleasure craft, we remain exempt from performance if the responsible operator does not have the officially required authorization when the insured event occurs.

We remain obliged to provide insurance for you if you could, through no fault of your own, expect the responsible driver to have the respective authorization or if you did not knowingly enable the unauthorized driver to use the pleasure craft.

2.5 Remote-controlled model aircraft regardless of a maximum velocity and remote-controlled model aircraft with a maximum velocity of 9.32 mph due to their design.

3. What other insurance contract providers are taken into account

Liabilities to pay from other insurance contracts are primary to Würzburger's liability to pay. This shall apply in particular to similar existing insurance policies in the home country of the traveler.

4. What applies for co-insurance of damages to host family households?

Insurance also covers damages to persons, but not to property of a host family's household, as well as fire damage to household effects and buildings of the host families caused with negligence by the insured person. No cover is and can be provided for claims of the host family for damage to property against the visitors.

5. Which provisions apply for loss events happening abroad?

By way of derogation from clause 7.9 AHB, loss events that happen abroad are also covered.

Additional Special Conditions and Risk Descriptions of Travel Liability Insurance for persons covered by PROVISIT-GRUPPE

By way of derogation from or in expansion of the General Insurance Conditions for Liability Insurance (AHB) and unless otherwise agreed, the following extension of coverage applies:

Does the coverage include loss of key risk?

The coverage includes – in addition to clause 2.2 AHB and by way of derogation from clause 7.6 AHB – your legal liability insurance from the loss of other people's private door keys that were in the legal possession of the insured person.

The insurance coverage includes the costs for a necessary replacement of locks and locking systems as well as temporary security measures (emergency lock) and – if necessary – physical protection of up to 14 days, starting from the moment when the loss of key was noticed.

No cover is provided

• for consequential damages resulting from the loss of key (e.g. burglary);

• in case of apartment owners, for the costs of a replacement of locks under individual ownership and the co-ownership share of the joint ownership (first-party loss); in case of individual ownership, however, coverage is provided for liability claims made by the collective of apartment owners against the insured person that arise from the loss of keys belonging to locks or locking systems under joint ownership;

• for liability from the loss of keys belonging to movable objects (including safe and furniture).

The maximum compensation per loss event and for all claims of an insured person during the contract period is limited to € 1,000. A deductible of € 100 per insured event was agreed.

Coverage includes damage to rented residential property

Insurance coverage includes damage to rented residential property as a result of gross negligence by the insured person.

No coverage is provided for liability claims arising from

• wear and tear as well as excessive use;

• damage to heating installations, machinery, boiler plants and water heating systems, and to electrical and gas appliances;

• damage to glass and all other damage, insofar as the host family is able to take out a separate policy for this purpose.

The maximum compensation per loss event and for all claims of an insured person during the contract period is limited to € 5,000. A deductible of € 100 per insured event was agreed.

Coverage includes damage to residential property or buildings of the host family's household

Insurance coverage includes damage to the residential property or building of the host family as a result of gross negligence by the insured person.

No cover is provided for liability claims arising from

• wear and tear, as well as excessive use;

• damage to heating installations, machinery, boiler plants and water heating systems, and electrical and gas appliances;

• damage to glass and all other damage, insofar as the host family is able to take out a separate policy for this purpose.

The maximum compensation per loss event and for all claims of an insured person during the contract period is limited to € 5,000. A deductible of € 100 per insured event was agreed.

Coverage includes damage to household effects of the host family's household

Coverage includes damage to household effects of the host family as a result of gross negligence by the insured person. Household effects include the furnishing (unless firmly attached to the building) and the objects of everyday use except for consumables (e.g. food, etc.).

No coverage is provided for liability claims arising from

• wear and tear, as well as excessive use;

• damage to heating installations, machinery, boiler plants and water heating systems, electrical and gas appliances, and any kind of electronic device (e.g. desktop PC, mobile phone, netbook, laptop, etc.);

• all other damage, insofar as the host family is able to take out a separate policy for this purpose.

The maximum compensation per loss event and for all claims of an insured person during the contract period is limited to € 1,000. The general deductible per insured event is € 100.

Additional component Special Conditions and Risk Descriptions of Liability Insurance for Internships for Travel Liability Insurance (only valid for persons covered by PROVISIT-GRUPPE with a special agreement)

By way of derogation from or in expansion of the General Insurance Conditions for Liability Insurance (AHB) and unless otherwise agreed, the following extensions of coverage apply:

Special Conditions and Risk Descriptions of Liability Insurance for Internships

Insurance of activities during an internship / during participation in practical teaching

1. During an internship at a school or company and during participation in practical teaching, bodily injury and property damages are covered as follows in accordance with the General Insurance Conditions for Liability Insurance (AHB) and the Special Conditions and Risk Descriptions of Travel Liability Insurance for Private Individuals.

2. Insurance coverage can be provided for employees of universities of applied sciences, comprehensive universities, universities or a technical college or university of cooperative education, as well as for university and other students and interns.

3. What applies for the co-insurance of damages during laboratory work?

Damages during laboratory work are covered within the scope of the agreed sums insured. This includes laboratory work carried out on the premises of universities of applied sciences, comprehensive universities, universities or a technical college or university of cooperative education as stipulated in the respective local legislation. Property damage to laboratory equipment and educational appliances (including machines) of universities of applied sciences, comprehensive universities, universities or a technical college or university of cooperative education is covered up to a sum insured of € 2,500 per loss event.

4. Taking into account other insurance contract providers (subsidiarity)

Where compensation can be claimed from other insurance contracts, such performance obligations are primary to the insurer's liability to pay. This shall apply in particular for existing similar insurance policies in the home country of the traveler.

5. Which provisions apply for loss events happening abroad?

By way of derogation from clause 7.9 AHB, loss events that happen abroad are also covered.

6. The lump sum insured for bodily injury and property damage is € 1,000,000 aggregate exposure. The general deductible per insured event is € 100.

General Conditions for Accident Insurance (AUB 2008)

As the policyholder, you are our contract partner. The insured person can be you or someone else. As the insurer, we provide the services as agreed in the contract.

Scope of insurance

1. Subject matter of the insurance?

1.1 We provide insurance coverage for accidents that happen to the insured person during the validity of the contract.

1.2 The insurance policy covers accidents all around the world.

1.3 An accident shall be deemed to have occurred when the insured person has involuntarily suffered damage to his / her health due to an event (an accident) having a sudden effect on his / her body from the outside.

1.4 An accident shall also be deemed to have occurred when, as a consequence of increased physical exertion to limbs or extremities or the spine,

– a joint is dislocated or

– muscles, tendons, ligaments or capsules are stretched, strained or torn.

1.5 Please note the regulations on restriction of benefits (clause 3), uninsurable people (clause 4) as well as benefit exclusions (clause 5) which apply for all types of benefits.

2. Which types of benefits can be agreed?

The types of benefits that can be agreed are listed below or in the additional terms and conditions. Please refer to the insurance policy and its addendums for the agreed types of benefits as well as the sums insured.

2.1 Disability benefit

2.1.1 Benefit requirements:

2.1.1.1 The physical or mental fitness of the insured person is permanently impaired due to an accident (disability). Impairment is deemed permanent if it can be expected to last more than three years and when a change of the insured person's condition cannot be expected.

Disability

– occurred within one year after the accident and

– was diagnosed in writing by a physician and the claim thereof was asserted to us within 15 months after the accident.

2.1.1.2 Disability benefits cannot be claimed if the insured person dies within one year after the accident as a result of the accident.

2.1.2 Type and amount of benefits:

2.1.2.1
We will make a lump sum payment in case of disability.

2.1.2.2 The calculation of the benefits is based on the sum insured and the degree of disability as result of an accident.

2.1.2.2.1 For loss of or complete loss of use of the body parts and sensory organs listed below, the following degrees of disability apply exclusively:

• Arm 70%

• Arm up until the upper part of the elbow joint 65%

• Arm below the elbow joint 60%

• Hand 55%

• Thumb 20%

• Index finger 10%

• Other finger 5%

• Leg above the mid-thigh 70%

• Leg up to the mid-thigh 60%

• Leg below the knee 50%

• Leg up to the middle of the lower leg 45%

• Foot 40%

• Big toe 5%

• Other toes 2%

• Eye 50%

• Hearing in one ear 30%

• Sense of smell 10%

• Sense of taste 5%

Upon partial loss or partial loss of use, the corresponding portion of the respective percentage rate applies.

2.1.2.2.2 The degree of disability for other body parts and sensory organs depends on how the normal physical or mental fitness is affected as a whole. This determination shall solely be based on medical facts.

2.1.2.2.3 If affected body parts or sensory organs or their functions were already permanently impaired prior to the accident, the degree of disability is reduced by the degree of the disability before the accident which is calculated according to clauses 2.1.2.2.1 and 2.1.2.2.2.

2.1.2.2.4 If several body parts or sensory organs are impaired by the accident, then the degrees of disability determined according to the above provisions shall be added. However, an amount of more than 100 % shall not be taken into account.

2.1.2.3 Not applicable

2.1.2.4 If the insured person dies

– due to causes unrelated to the accident within one year after the accident or

– due to any cause, later than one year after the accident

and if a claim for disability benefit had arisen, then benefit shall be provided according to the degree of disability that would have been the basis for calculation according to the medical findings.

2.2 Transition payment

2.2.1 Benefit requirements:

If

– after the end of a period of six months from the accident and

– without the joint effect of diseases or ailments

there is still accident-related impairment of normal physical or mental fitness both at work and outside work of more than 50% and this impairment has existed within the six months without interruption, the transition payment agreed in the policy is payable. You shall be entitled to claim the transition payment at the latest seven months after the occurrence of the accident, substantiated by a medical report.

2.2.2 Type and amount of benefits

The transition payment shall be made in the amount of the agreed sum insured. A dynamic increase of benefits and premium as agreed for other types of benefits does not apply for this benefit. Where several contracts exist for the insured person, benefits shall only be paid from one of these contracts.

2.3 Daily allowance

2.3.1 Benefit requirements:

If, as a result of the accident, the insured person is

– impaired in his / her ability to work and

– is under medical treatment.

2.3.2 Amount and duration of benefit:

The daily allowance is calculated according to the agreed sum insured. The allowance is graded in accordance with the degree of impairment of the insured person's ability to work. The daily allowance is paid for the duration of the medical treatment and for the maximum of one year, calculated from the day of the accident.

2.4 Hospital allowance

2.4.1 Benefit requirements:

The insured person is receiving fully medically necessary inpatient treatment at a hospital. Stays in sanatoria, rehabilitation centers or health resorts are not deemed necessary medical treatment.

2.4.2 Amount and duration of benefit:

The hospital allowance is calculated according to the agreed sum insured for each calendar day the insured person is receiving fully medically necessary inpatient treatment at a hospital, but only for a maximum of two years calculated from the day of the accident.

2.5 Convalescence allowance

2.5.1 Benefit requirements:

The insured person has been released from fully medically necessary inpatient treatment at a hospital and was entitled to hospital allowance according to clause 2.4.

2.5.2 Amount and duration of benefit:

The convalescence allowance is calculated according to the agreed sum insured for the same number of calendar days that we pay hospital allowance for, but no longer than 100 days as follows:

– Day 1 to 10: 100%

– Day 11 to 20: 50%

– Day 21 to 100: 25%

of the hospital allowance.

2.6 Death benefits

2.6.1 Benefit requirements:

The insured person dies within one year after the accident as a result of the accident. Please note the special obligations stipulated in clause 7.5.

2.6.2 Benefit amount:

Death benefits are paid in the amount of the agreed sum insured.

2.7 Accident benefits

2.7.1 Benefit requirements:

The physical or mental fitness of the insured person is permanently impaired (disability) at least by 50% (degree of disability).

2.7.2 Type and amount of benefits:

We shall pay accident benefits

– depending on the determined degree of disability and

– irrespective of the insured person's age

in the amount of the agreed sum insured.

2.7.2.1 The calculation of the benefits is based on the degree of disability as a result of the accident (degree of disability) and the agreed sum insured for the respective degree of disability.

2.7.2.1.1 The degree of disability depends on the principles stipulated in clauses 2.1.2.2.1 to 2.1.2.2.4 of the AUB 2008. In accordance with clause 9.4 AUB 2008, insured and insurer are entitled to have the degree of disability medically reassessed annually, but no later than three years after the accident. This deadline is extended from three to five years for children under the age of 14.

2.7.2.1.2 Any disability classifications with an increase in the sum insured in proportion to the degree of disability, special schedules of compensation for certain professions or other additional payments in case of disability which the parties agreed on in addition to clause 2.1.2.3 AUB 2008, shall not be taken into account for the accident benefits.

2.7.2.2 The accident benefits will be paid retrospectively starting from the month in which the accident occurred. They shall be paid monthly in advance until the end of the month in which

2.7.2.2.1 the insured person dies or

2.7.2.2.2 we notify you that a medical assessment in accordance with clause 2.7.2.1 AUB 2008 had the result that the degree of disability has decreased to below 50%.

2.8 Plastic surgery

2.8.1 Benefit requirements:

2.8.1.1 As a result of the accident, the insured person's body surface area is damaged or deformed in a way that his / her physical appearance after the end of medical treatment is permanently impaired.

2.8.1.2 The insured person has undergone plastic surgery after the accident. Plastic surgery is defined herein as a separate medical treatment after the end of the regular remedial treatment with the objective to repair an impairment of the insured person's physical appearance that was a result of the accident.

2.8.1.3 Plastic surgery and inpatient treatment at a hospital take place within three years after the accident. The insured person is obliged to inform us about the treatment prior to its start.

2.8.1.4 Where another party liable to pay the compensation must pay, the payable amount will be reduced by such party's advance payment. This shall apply in particular for benefits of a statutory or private insurance company or public institution. Where the insured person has concluded several contracts with us, we shall only pay benefits from one of them.

2.8.2 Type and amount of benefits:

Benefits are paid up to the amount of the agreed sum insured for evidenced

– physician's fees and other surgery expenses

– necessary costs for accommodation and catering in a hospital.

– No payment is made for dental treatment and dentures

– The following costs are excluded from the benefits: costs for food products, beverages and tobacco, for seaside and holiday travel, as well as for nursing care unless the use of professional nursing staff was ordered by a physician.

2.8.2.1 A dynamic increase of benefits and premium as agreed for other types of benefits shall not be applied for this type of benefit.

2.9 Rescue costs / Accident services

2.9.1 Benefit requirements:

The insured person had an accident.

2.9.2 Type and amount of benefits:

We will cover the following costs up to the agreed sum insured:

2.9.2.1 Costs for search, rescue, or recovery operations of rescue services organized in accordance with public law or private law insofar as fees are normally charged for this. The costs will also be reimbursed if the accident was immediately threatening or to be expected due to the specific circumstances.

2.9.2.2 Costs for procurement / provision of information about the possibility of medical treatment and establishing a connection between the insured person's primary care physician and the treating physician or hospital.

2.9.2.3 Costs for transport of the injured person to the nearest hospital or to a special clinic, insofar as this is medically necessary and has been ordered by a physician.

2.9.2.4 Additional expenses in connection with the return of the injured person to the location of his / her permanent residence, insofar as the additional costs arise from what has been ordered by a physician or were unavoidable because of the nature of the injury.

2.9.2.5 Additional expenses for the return journey to the insured person's home country or accommodation costs in case of a holiday abroad for accompanying minors and the accompanying partner of the insured person.

2.9.2.6 Costs for transport of mortal remains of the insured person to his / her permanent residence in case he / she dies in his / her home country. If the insured person dies abroad, the costs for transport of mortal remains to the permanent residence or funeral costs abroad will be reimbursed.

2.9.2.7 Where another party liable to pay the compensation assumes the costs or where compensation can be claimed from other insurance contracts, these liabilities to pay are primary and claims for reimbursement against us can only be made for the remaining costs. This shall apply in particular for the benefits of a statutory or private insurance company or public institution. Where another party liable to pay the compensation disputes its liability to pay, you can contact us directly.

2.9.2.8 Where the insured person has concluded several contracts with us, we shall only pay benefits from one of them.

2.9.2.9 A dynamic increase of benefits and premium as agreed for other types of benefits shall not be applied for this type of benefit.

2.10 Allowance for health resort treatment

2.10.1 Benefit requirements:

After inpatient treatment at a hospital of at least 21 days as a result of an accident, the insured person starts a medically necessary health resort treatment or rehabilitation measures directly connected to the accident and evidenced by a certificate from a medical specialist. The health resort treatment or rehabilitation measures need to start within six months after the end of the inpatient treatment at the hospital and need to last at least 21 days and can have a maximum duration of 28 days.

2.10.2 Type and amount of benefits:

2.10.2.1 We will cover the costs up to the agreed sum insured for medical treatment, medicine and remedies (e. g. medicinal baths, massages and physiotherapy), as well as the costs for visitor's tax, accommodation and catering.

2.10.2.2 Where another party liable to pay the compensation assumes the costs or where compensation can be claimed from other insurance contracts, these liabilities to pay are primary and claims for reimbursement against us can only be made for the remaining costs. This shall apply in particular for the benefits of a statutory or private insurance company or public institution.

2.10.2.3 Benefits can only be claimed once for each accident.

2.10.2.4 Where the insured person has concluded several contracts with us, we shall only pay benefits from one of them.

2.10.2.5 A dynamic increase of benefits and premium as agreed for other types of benefits shall not be applied for this type of benefit.

2.11 Severe injury payment

2.11.1 Benefit requirements:

The insured person is severely injured as a result of an accident. The following injuries are deemed severe:

– Paraplegia after the spinal cord was damaged

– Amputation of an arm or hand

– Amputation of a leg or foot

– Second and third degree burns affecting more than 30% of the body surface

– Blindness in both eyes

– Severe multiple injuries

– Tissue-destroying damage to two internal organs or

– Fractures to long bones in two different extremity sections or

– Combination of at least two of the following injuries

• Tissue-destroying damage to an internal organ,

• Fractures to a long bone,

• Fractured pelvis,

• Fractured spinal cord

2.11.2 Type and amount of benefits:

2.11.2.1 We shall pay the agreed sum insured for death benefits to the insured person as an advance disability payment, if the insured person does not die within 72 hours after the accident.

2.11.2.2 The benefit is limited to a maximum of € 6,000 unless otherwise agreed.

2.11.2.3 This benefit (advance disability payment) shall be set off against later disability benefits.

2.11.2.4 A dynamic increase of benefits and premium as agreed for other types of benefits shall not be applied for this type of benefit.

2.11.2.5 Where the insured person has concluded several contracts with us, we shall only pay benefits from one of them.

3. How do diseases or ailments influence the insurance policy?

As an accident insurer, we provide cover for the consequences of an accident. If any diseases or ailments contributed to the impairment of health or its consequences, caused by an accident, then benefits shall be reduced

– in the event of disability, according to the degree of disability,

– in the event of death and, unless otherwise agreed, in all other cases

according to the proportional contribution of the disease or ailment. Where the contributory effect of other diseases or ailments accounts for less than 25%, benefits shall not be reduced.

4. Uninsurable persons?

4.1 The following persons are not eligible for insurance and are not insured even if premiums are paid:

– Persons permanently in need of care.

A person is permanently in need of care when he / she needs external help for most of the daily activities.

– Persons whose participation in general everyday life is permanently excluded. For the purpose of this classification, mental state and objective standard of life of the person shall particularly be taken into account.

4.2 The coverage expires as soon as the insured person is no longer insurable within the meaning of clause 4.1.

4.3 Any premium that was paid for persons as defined in clause 4.1 since the contract was concluded or since the persons started to be uninsurable shall be paid back.

5. When will there be an exclusion of benefits?

5.1 The following accidents are not covered:

5.1.1 Accidents caused by mental derangement or cognitive disorders, including those due to drunkenness, and strokes or seizures, epileptic fits or other spasmodic fits affecting the whole body of the insured person. Cover shall be granted, however, if such disorders, derangement, fits or paroxysms were caused by an accident under this policy.

5.1.2 Accidents that befall the insured person as a consequence of the insured person intentionally carrying out or attempting to carry out a criminal offence.

5.1.3 Accidents directly or indirectly caused by war or civil war.

There is, however, insurance coverage if the insured person faces sudden and unexpected war or civil war. Such insurance coverage expires at the end of the 7th day after the outbreak of war or civil war in the country where the insured person stays.

This expansion of cover does, however, not apply to trips in or through countries on whose territory war or civil war is already underway when the trip begins. It also does not apply to active participation in the war or civil war or to accidents caused by ABC weapons (atomic, biological or chemical weapons) and in connection with war or warlike events between the following countries: China, Germany, France, United Kingdom, Japan, Russia or USA.

5.1.4 Accidents suffered by the insured person

– as the pilot of an aircraft (including recreational aircraft) to the extent that they require a permit under German law and as a member of the crew of an aircraft

– during professional activities for which an aircraft is necessary;

– when using spacecraft.

5.1.5 Accidents suffered by the insured person as a result of taking part in driving events, including the corresponding practice runs, with the aim of achieving high speeds as a driver, co-driver or passenger of a motor vehicle.

5.1.6 Accidents caused directly or indirectly by nuclear power.

5.2 The following injuries are also excluded:

5.2.1 Damage to spinal discs as well as bleeding from internal organs and cerebral hemorrhage unless directly caused by an accident event covered by this insurance in accordance with clause 1.3.

5.2.2 Health damage caused by radiation.

5.2.3 Health damage caused by therapeutic treatments or surgery. However, this exclusion does not apply if therapeutic treatments or surgery, including radiodiagnostic and radio-therapeutic treatment or surgery, is carried out as the result of an accident covered by this insurance.

5.2.4 Infections.

5.2.4.1. Infections are also excluded if caused by

– insect stings or bites or

– other minor skin or mucous membrane injuries

through which pathogens immediately or at a later point got into the body.

5.2.4.2 However, cover exists for

– rabies and tetanus, as well as for

– infections where the pathogens entered the insured person’s body through accidental injuries not excluded

under clause 5.2.4.1.

5.2.4.3 Infections caused by curative measures or interventions, clause 5.2.3 sentence 2 shall respectively apply.

5.2.5 Poisoning as a result of the oral ingestion of solid or liquid substances. Insurance coverage does, however, exist for children under 10 years at the time of the accident. Food poisoning is, however, excluded.

5.2.6 Pathological disorders caused by psychological reactions, even if they were caused by an accident.

5.2.7 Hernias of the abdomen and lower abdomen.

However, coverage exists if these are caused by one of the violent external influences falling under this contract.

6. What do you need to keep in mind regarding the agreed Children's Tariff and regarding changes in your profession or occupation?

6.1 Change of Children's Tariff

6.1.1 Insurance coverage is provided at the agreed sums insured until the end of the insurance year in which the child insured under the Children's Tariff attains the age of 18. Thereafter, the tariff for adults shall apply that is valid at this time. However, you can choose from the following options:

– You continue to pay the premium you paid so far and we reduce the sums insured respectively.

– You continue to pay the sums insured you paid so far and we will demand a respectively higher premium.

6.1.2 We shall notify you in time about this right to choose. If you fail to inform us about your choice at the latest two months after the start of the insurance year, your premium will continue in accordance with the first of the above-mentioned options.

6.2 Change in your profession or occupation

6.2.1 The amount of the sums insured or of the premium strongly depends on the profession or occupation of the insured person. The sums insured and premiums are calculated on the basis of our currently valid list of professions.

You are therefore obliged to inform us about any change of the insured person's profession or occupation immediately. Compulsory military service, civilian service or military reserve training are not considered to be changes.

6.2.2 If the calculation provides lower sums insured while the premium stays the same, according to the tariff valid at the time of the change, these lower sums insured will be valid after the expiration of one month after the change. If the calculation, however, provides higher sums insured, these shall apply as soon as we receive your notification, but no later than one month after the change. The newly calculated sums insured shall apply for both occupational and non-occupational accidents.

6.2.3 On your request, we will continue the contract with the previous sums also insured in case of increased or reduced premiums, as soon as we receive your notification.

What to do in the event of a claim?

7. What to do after an accident (obligations)?

We need you and the insured person to cooperate with us to be able to provide our services.

7.1 After an accident that is likely to entail a payment obligation, you or the insured person must immediately consult a physician, follow his / her orders and inform us respectively.

7.2 You or the insured person need to fill in correctly and in full the accident report form sent by us and send it back to us immediately; any additional relevant information requested by us must also be truthfully provided.

7.3 Where physicians are commissioned by us, the insured person is obliged to let such physicians examine him / her. We shall bear the necessary costs including a resulting loss of earnings.

7.4 The physicians who treated or examined the insured person – also for other reasons – as well as other insurers, insurance institutions and authorities are to be authorized to provide all necessary information.

7.5 In case of a fatal accident, we must be informed of the death within 48 hours, even if we had already been notified about the accident itself. We must be granted the right to have a post-mortem carried out by a physician

commissioned by us.

8. What are the consequences of a failure to comply with obligations?

If any obligation according to clause 7 is breached deliberately, you shall lose your insurance coverage.

In the event of a grossly negligent breach of an obligation, we shall be entitled to reduce the benefit according to the severity of your fault. Both conditions shall only apply if we have informed you by separate written notification about these legal consequences.

If you prove that you did not breach the obligation due to gross negligence, then insurance coverage shall continue to apply.

Insurance coverage shall also continue to apply if you prove that the breach of the obligation was not causal in terms of the occurrence or the determination of the insured event or for the determination or the scope of benefit. This shall not apply if you fraudulently breached the obligation. The above terms and conditions apply irrespective of whether we exercise our right of cancellation due to breach of a pre-contractual duty of disclosure.

9. When will the benefits be paid?

9.1 We are obliged to declare within one month – in the case of disability claims within three months – in writing whether and to what extent we acknowledge a claim. These periods shall commence upon receipt of the following documents:

– proof of the circumstances and consequences of an accident,

– in case of disability claims also proof of conclusion of the medical and curative treatment insofar as it is necessary for the assessment of the disability.

The medical fees incurred by you for the substantiation of the claim shall be paid by us

– in case of disability up to 1 per mille of the sum insured,

– in case of transition payment up to 1 percent of the sum insured,

– in case of daily allowance up to 1 daily allowance,

– in case of hospital allowance up to 1 hospital allowance.

We will not pay for any further costs.

9.2 If we acknowledge the claim or if you and we have agreed on the reason and the amount of the claim, we shall pay the benefit within two weeks.

9.3 If the liability to pay is initially ascertained only in terms of reason, we shall make appropriate advance payments upon request. Before curative and medical treatments have been completed, disability benefits may only be claimed up to the amount of an agreed death benefit within one year of the accident.

9.4 You and we are entitled to have the degree of disability medically reassessed annually up to three years after the accident. This period is extended from three to five years in the case of children under the age of fourteen. This right must be exercised

– by us together with providing our declaration regarding liability to pay under clause 9.1,

– by you before the deadline expires.

If the final evaluation produces a higher disability benefit than we have already paid, an interest of 5 percent per year shall be applied to the additional amount.

9.5 In order to examine the requirements for payment of accident benefits, we shall be entitled to demand life certificates. Where a certificate is not immediately sent, the payment of accident benefits will be suspended from the next time payment is due.

Term of the insurance

10. When does the contract start and end? When will the insurance coverage be suspended in case of military action?

10.1 Start of insurance coverage

The insurance coverage starts on the date stipulated in the insurance policy when you pay the first or single premium immediately after it is due in accordance with clause 11.2.

10.2 Duration and end of contract

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

With a contract period of at least one year, the policy shall be renewed by one year at a time if no notice of cancellation has been received by you or us three months before the end of the relevant insurance year at the latest.

With a contract period of less than one year, the policy shall end at the planned time with no notice of cancellation required.

With a contract period of more than three years, the contract can already be cancelled at the expiration of the third year or of any of the following years; the cancellation must be received by you or us no later than three months prior to the expiration of the respective insurance year.

10.3 Cancellation following an insured event

You and we can cancel the contract if we have paid benefits or if you have made a claim for benefits against us. The cancellation must have been received by you or us in writing no later than one month after the payment of benefit or – in the event of a legal dispute – after the discontinuance of the action, the acknowledgement, the settlement or the final judgment by the court. If you cancel the contract, your cancellation shall take effect immediately after we receive it.

You can, however, stipulate that the cancellation take effect at a later time, but no later than the end of the current insurance period. Cancellation by us shall take effect one month after notice thereof is received by you.

10.4 Suspension of insurance coverage in case of military action

The insurance coverage shall be suspended for the insured when he / she fulfills his / her service in a military or likewise formation that participates in a war or warlike operations between the countries China, Germany, France, United Kingdom, Japan, Russia or USA. The insurance coverage will continue to apply as soon as we receive your notification about the end of such service.

Insurance premium

11. What do you need to keep in mind regarding payment of premiums? What will happen if you fail to pay a premium in time?

11.1 Premium and insurance tax

The invoiced premium includes insurance tax that you are entitled to pay in accordance with the respective national regulations.

11.2 Payment and consequences of late payment / First or single premium

11.2.1 Due date and timeliness of payment

The first or single premium shall be due immediately after receipt of the insurance policy, but not before the start of insurance as specified in the insurance policy. If payment of the annual premium in installments was agreed, only the first installment of the first annual premium shall be deemed to be the first premium

11.2.2 Later start of insurance coverage

If you fail to pay the first or single premium in time but at a later point in time, the insurance coverage starts at this point, but only if we have informed you about this legal consequence by separate written notification or by placing a prominent notice in the insurance policy. This shall not apply if you can prove that you are not responsible for the default of payment.

11.2.3 Withdrawal

If you fail to pay the first or single premium in time, we shall be entitled to withdraw from the contract until the premium is paid. We shall not be entitled to withdraw if you prove that you are not responsible for the default of payment.

11.3 Payment and consequences of late payment / Renewal premium

11.3.1 Due date and timeliness of payment

The renewal premiums shall be due on the respectively agreed dates.

11.3.2 Default

Failure to pay a renewal premium in time shall constitute default without reminder unless you are not responsible for the late payment. We will request payment at your cost in writing and set you a deadline of at least two weeks.

This specification is only valid if it specifies the overdue amounts of the premium, as well as the interest and costs in detail and states the legal consequences following an expiry of the deadline according to clauses 11.3.3 and 11.3.4. We shall be entitled to claim compensation for the loss incurred through the default of payment.

11.3.3 No insurance coverage

If you are still in default of payment after expiry of the deadline, there will be no insurance coverage from this point until payment is received, provided that we informed you respectively in our request for payment according to clause 11.3.2 par. 2

11.3.4 Cancellation

If you are still in default of payment after expiry of the deadline, we can cancel the contract without notice provided that we informed you respectively in our request for payment according to clause 11.3.2 par. 2.

If we have cancelled the contract and you pay the requested amount within one month after the cancellation, the contract remains in effect. There is, however, no insurance coverage for insured events that took place between the receipt of the cancellation and the payment.

11.4 Timeliness of payment in case of a direct debit mandate

Where you have issued a direct debit authorization, the payment shall be deemed on time if the premium can be collected on the due date and if you do not object to a justified debit. Where we cannot collect the due premium through no fault of yours, the payment shall also be deemed on time if it is made immediately after we have sent you a written request to pay. Where we cannot collect a due premium because you have revoked the direct debit mandate or if you are otherwise responsible that the premium could not be collected, we are authorized to demand future payments be made outside the direct debiting system. You are only obliged to pay the premium when we have sent you a written request to pay.

11.5 Partial payment and consequences of late payment

Where payment of the annual premium in installments has been agreed, any outstanding installments are due immediately if you are in default with the payment of an installment. We may also require the premium to be paid annually in future.

11.6 Premium in case of early contract cancellation

Where the contract is cancelled early, unless otherwise provided by law, we shall be entitled to only that portion of the premium corresponding to the period during which insurance coverage was in force.

11.7 Waiver of premiums when insuring children

If you die during the term of the insurance and

– were under 45 years at the start of insurance,

– the insurance policy was not cancelled and

– your death was not caused by war or civil war,

the following conditions apply:

11.7.1 The insurance policy continues to apply free of charge and with the sums insured that are effective at the time of death until the end of the insurance year in which the insured child reaches the age of 18.

11.7.2 Unless otherwise agreed, the legal representative of the child becomes the new policyholder.

Further provisions

12. What is the legal relationship between the contracting parties?

12.1 If the insurance was taken out to cover accidents that happen to others (insurance for the benefit of third parties), then you and not the insured person is entitled to exercise the rights arising from the contract. Along with the insured person, you are responsible for fulfilling the obligations

12.2 All terms and conditions applicable to you must be applied analogously to your legal successor and other claimants.

12.3 Insurance claims may be neither transferred nor pledged before they are due without our consent.

13. What is the pre-contractual duty of disclosure?

13.1 Correctness and completeness of information about material facts

You are obliged, by the time you issue your contract statement, to disclose completely and truthfully all material facts known to you about which we have asked in text form and which are material to our decision to arrange the policy with the agreed content. If we ask questions within the meaning of the first sentence of this paragraph in text form after your contract statement has been issued but before the contract has been accepted, you shall also be obliged to answer them. Material facts are those circumstances that are material to our decision to arrange the policy at all or with the agreed content.

If another person is to be insured, he / she is also obliged to disclose completely and truthfully all material facts and to also answer the questions we asked you.

Where a representative is active for you and is aware of the material fact, you shall be treated as if you yourself had known about it or had fraudulently concealed the fact.

13.2 Withdrawal

13.2.1 Requirements and exercise of withdrawal

Where incomplete and incorrect information about the material facts is given, we shall be entitled to withdraw from the insurance contract. This shall only apply if we have drawn your attention to the consequences of a breach of the duty of disclosure in writing by means of a separate notification.

We have to assert our right of withdrawal within one month in writing. In doing so, we have to name the circumstances our statement is based on. Within one month, we can also subsequently state other circumstances to justify our statement. The period starts when we become aware of the breach of the duty of disclosure that justifies our right of withdrawal.

The withdrawal will be effected by written notice to you.

13.2.2 Exclusion of the right of withdrawal

We cannot claim our right of withdrawal if we were aware of the non-disclosed material fact or the incorrectness of the disclosed information. We have no right of withdrawal if you prove that you or your representative neither acted with intent nor with gross negligence when providing incorrect or incomplete information. We have no right of withdrawal due to a grossly negligent breach of the duty of disclosure if you prove that we had also concluded the contract, although with different terms and conditions, had we known about the non-disclosed circumstances.

13.2.3 Consequences of withdrawal

There will be no insurance coverage in case of withdrawal.

Where we withdraw from the contract after the occurrence of an insured event, we are obliged to provide insurance coverage if you prove that the circumstance about which you provided incorrect or incomplete information was not the reason for either the occurrence of the insured event or the ascertainment or the extent of the performance. There will be, however, no insurance coverage in such a case if you fraudulently breached the duty of disclosure. We are entitled to the part of the premium that relates to the contract period before the notice of withdrawal entered into effect.

13.3 Cancellation or retroactive adjustment of policy

13.3.1 Where we have no right of withdrawal because your breach of the duty of disclosure was caused neither by intent nor by gross negligence, we shall be entitled to cancel the insurance contract in writing subject to a period of notice of one month. This shall only apply if we have drawn your attention to the consequences of a breach of the duty of disclosure in writing by means of a separate notification.

In doing so, we have to name the circumstances our statement is based on. Within one month, we can also subsequently state other circumstances to justify our statement. The period starts when we become aware of your breach of the duty of disclosure.

We cannot claim our right of cancellation due to breach of the duty of disclosure if we were aware of the non-disclosed material fact or the incorrectness of the disclosed information. We have no right of cancellation if you prove that we had also concluded the contract, although with different terms and conditions, had we known about the non-disclosed circumstances.

13.3.2 Where we cannot withdraw from the contract or cancel the contract because we had also concluded the contract, although with different terms and conditions, had we known about the non-disclosed circumstances, the remaining terms and conditions retrospectively become part of the contract. If you are not responsible for the breach of obligation, the remaining terms and conditions become part of the contract from the current insurance period. This shall only apply if we have drawn your attention to the consequences of a breach of the duty of disclosure in writing by means of a separate notification.

We are obliged to assert the alteration of contract within one month in writing. In doing so, we have to name the circumstances our statement is based on. Within one month, we can also subsequently state other circumstances to justify our statement. The period starts when we become aware of your breach of the duty of disclosure that entitles us to adjust the contract.

We may not invoke an alteration of contract if we were aware of the non-disclosed material fact or the incorrectness of the disclosed information. If we increase the premium by more than 10 % due to alteration of the contract or if we exclude coverage for the non-disclosed circumstance, you may cancel the contract in writing and without notice within one month after you received our notification.

13.4. Rescission

Our right to rescind the contract due to fraudulent misrepresentation remains unaffected. In case of rescission, we are entitled to the part of the premium that relates to the contract period before the declaration of rescission entered into effect

14. How can you avoid a loss of claims?

(not applicable)

15. What is the statute of limitations for individual claims arising from the contract?

15.1 Any claims arising from the insurance contract are subject to a limitation period of three years. The period is calculated in accordance with the general conditions of the German Civil Code (BGB).

15.2 Where you have reported a claim under the insurance contract to us, the limitation period shall be suspended from the report up to the time when the claimant receives our decision in text form.

16. Competent court

16.1 For actions against us arising from the insurance contract, the competent court depends on our head office or branch office responsible for the insurance contract. Where the policyholder is a natural person, local responsibility also lies with the court in whose district the policyholder has his / her residence or, in the absence of such, his / her habitual residence at the time the action is brought.

16.2 Actions against you arising from the insurance contract need to be filed with the court responsible for your residence or, in the absence of such, your habitual residence.

17. What do you need to keep in mind regarding notifications?

17.1 All notifications and declarations intended for us are to be directed to our head office or to the responsible branch office as stipulated in the insurance policy or its addendums.

17.2 Where you have failed to notify us of a change in your address, the posting of a registered letter to the last address known to us under the last name known to us shall suffice for the purposes of submitting any declaration of intent to you. The declaration shall be deemed received three days after the letter is sent. The same shall apply in case of a change of your name

18. Applicable law

The contract is governed by German law.

Travel Accident Insurance (BB-RUV 2008) – Special Conditions

1. What is covered?

By way of derogation from clause 1.1 AUB 2008, the insurance policy covers only accidents that happen to the insured person during the insured period of time (180 days maximum) and on a trip undertaken for non-business reasons (touristic trip).

2. In which cases will there be no insurance coverage?

In expansion of clause 5 AUB 2008, there will be no insurance coverage for the following events:

Exclusion clause for terrorist damage

The following exclusion clause for terrorist damage shall be applied to the following expansions of the General Accident Insurance Conditions (AUB):

– Poisoning as a result of poison, vapors, gases and insect bites

– Food poisoning

– Infections

Notwithstanding any other provisions or agreements in the contract or its addendums, the coverage does not include damages, costs or expenses of any kind that are the result of, are directly or indirectly caused by or are connected with acts of terrorism or sabotage.

Acts of terrorism or sabotage are acts committed by persons or groups of persons for political, religious, ideological or similar purposes with the objective to have an influence on a government or a state entity or to spread fear and panic among the population or parts of the population.

This agreement also includes damages, costs or expenses of any kind that are the result of, are directly or indirectly caused by or are connected with any kind of activities that aim to control, prevent, suppress or otherwise inhibit acts of terrorism or sabotage.

In the event of a claim, the burden of proof for showing that any damages or asserted expenses are not affected by this exclusion lies with the policyholder. Where individual provisions under this clause are or should become invalid in full or in part, the legal effectiveness of the contract as a whole shall remain unaffected. The parties are obliged to cooperate to substitute the invalid or impracticable provision with a valid and practicable one that comes as close as possible to the economic purpose of the invalid or impracticable provision.

Special conditions for Accident Insurance that has a disability classification with an increase in the sum insured in proportion to the degree of disability (225%)

Clause 2.1 of the General Accident Insurance Conditions (AUB 2008) is expanded as follows:

The calculation for the part that exceeds 25% shall be carried out according to the table below.

Table for the calculation of benefits:

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

Additional Special Conditions and Risk Descriptions for Accident Insurance

For the products PROVISIT-VISUM, PROVISIT-GRUPPE and PROVISIT-MULTIPASS, the following sums insured apply within the General and Special Insurance Conditions:

- Accidental death benefit € 5,000
- 100% accidental disability benefit € 67,500
- Disability benefit € 30,000
- Progression (increase in the sum insured in proportion to the degree of disability) 225%
- Accident Service (rescue costs) € 3,000
- Plastic Surgery € 3,000

Law excerpts

GERMAN INSURANCE CONTRACT ACT (VVG)

§ 8 Policyholder's right of revocation

(1) The policyholder may revoke his contractual agreement within 14 days. The policyholder shall declare his revocation to the insurer in writing, but need not state any reason; timely dispatch shall suffice for compliance with the time limit.

(2) The revocation period shall begin at such time as the policyholder receives the following documents in writing:

1. the insurance policy and the terms of contract, including the general terms and conditions of insurance, as well as the other information in accordance with section 7 (1) and (2), and

2. a clearly worded instruction regarding the right of revocation and the legal consequences of the revocation which makes clear to the policyholder his rights commensurate with the requirements of the means of communication employed, and the names of the person to whom the revocation is to be declared, with an address at which documents may be served, as well as a note making reference to the commencement of the revocation period and to the rules set out in subsection (1), second sentence.

(3) The right of revocation shall not apply

1. to contracts of insurance with a term of less than one month,

2. to contracts of insurance for provisional cover, unless they are distance contracts within the meaning of section 312b (1) and (2) of the German Civil Code,

[…]

§ 14 Due date of the payment

(1) Payments of the insurer are due after the end of the assessment required to determine the occurrence of an insured event and the amount of compensation payable by the insurer.

(2) If such assessment is not finished after expiry of one month since the notification of the insured event, the policyholder can request payment by installments amounting to the minimum that the insurer can be expected to be required to pay. The period shall be suspended as long as the assessment cannot be finished due to a fault of the policyholder.

(3) Any agreement under which the insurer is exempt from his obligation to pay default interest shall be invalid.

§ 19 Duty of disclosure

(1) The policyholder shall disclose to the insurer before making his contractual acceptance the risk factors known to him which are relevant to the insurer's decision to conclude the contract with the agreed content and which the insurer has requested in writing. If, after receiving the policyholder's contractual acceptance and before accepting the contract, the insurer asks such questions as are referred to in the first sentence, the policyholder shall also be under the duty of disclosure as regards these questions.

(2) If the policyholder breaches his duty of disclosure under subsection (1), the insurer may withdraw from the contract.

[…]

§ 28 Breach of a contractual obligation

(1) In case of a breach of a contractual obligation towards the insurer that the policyholder needs to fulfill prior to the occurrence of the insured event, the insurer may cancel the contract without notice within one month from the time he becomes aware of the breach, unless the breach is not the result of intention or gross negligence.

(2) Where the contract stipulates that the insurer is exempt from its liability to pay in case of a breach of a contractual obligation that the policyholder needs to fulfill, the insurer is only exempt from its liability to pay if the policyholder has deliberately breached the obligation. In the event of a grossly negligent breach of the obligation, the insurer shall be entitled to reduce his benefits according to the severity of the fault of the policyholder; the burden of proof for the non-existence of a grossly negligent behavior lies with the policyholder.

(3) By way of derogation from paragraph 2, the insurer is obliged to pay if the breach of the obligation was neither

the cause for the occurrence or determination of the insured event nor for the determination or scope of the insurer's liability to pay. Sentence 1 shall not apply if the policyholder has fraudulently breached the obligation.

(4) Where an obligation to provide information is breached after the occurrence of the insured event, the insurer's full or partial exemption from performance according to paragraph 2 requires that the insurer has informed the policyholder in writing by separate notification about this legal consequence.

(5) An agreement based on which the insurer is entitled to withdraw from the contract in the event of the non-observance of an incidental obligation shall be void.

§ 37 Delayed payment of first insurance premium

(1) If the single premium or the first premium is not paid in good time, the insurer shall be entitled to withdraw from the contract as long as the payment has not been made, unless the policyholder is not responsible for the non-payment.

(2) If the single premium or first premium has not been paid when the insured event occurs, the insurer shall not be obligated to effect payment, unless the policyholder is not responsible for the non-payment. The insurer shall only be released from liability if he had informed the policyholder of the legal consequence of non-payment of the premium in writing in a separate communication or by means of a conspicuous note in the insurance policy.

§ 38 Delayed payment of subsequent premium

(1) If a subsequent premium is not paid in good time, the insurer may set the policyholder a payment deadline of no less than two weeks at his expense and in writing. The setting of the deadline shall only be effective if it details the individual amounts of the premium which are in arrears, the interest and costs, as well as quoting the legal consequences associated in accordance with subsections (2) and (3)with expiry of the time limit; in the case of consolidated contracts, the amounts must be quoted separately.

(2) If the insured event occurs after the deadline expires, and if the policyholder is in arrears as regards the payment of the premium or of the interest or costs, the insurer shall not be obligated to effect payment.

(3) The insurer may, after the deadline expires, terminate the contract without prior notice insofar as the policyholder is in arrears as regards the payment of the due amounts. The termination can be linked to the setting of the payment deadline in such a way that it becomes effective once the deadline expires if the policyholder is in arrears as regards the payment at that point in time; the policyholder must be explicitly informed of this in the termination. The termination shall become void if the policyholder makes the payment within one month after the contract has been terminated or, if it has been linked to the setting of a deadline, within one month after the deadline expires; subsection (2) shall remain unaffected.

§ 86 Subrogation of claims for compensation

(1) Where the policyholder has a claim for compensation against a third party, the insurer is subrogated to this claim if he compensates the damage. This subrogation cannot be asserted to the policyholder's disadvantage.

(2) The policyholder has to assert his / her claim for compensation or any right to secure this claim properly and in due time and assist the insurer, as far as necessary, in enforcing such claim for compensation. Where the policyholder breaches this obligation intentionally, the insurer is exempt from his liability to pay insofar as he can consequently not claim compensation from the third party. In case of a grossly negligent breach of obligations, the insurer is entitled to reduce his benefits according to the severity of the policyholder's fault. The burden of proof for the non-existence of a grossly negligent behavior lies with the policyholder.

(3) If the policyholder's claim for compensation is against a person with whom he / she lived in cohabitation when the damage occurred, the subrogation in accordance with paragraph 1 cannot be asserted unless this person has intentionally caused the damage.

§ 193 Insured person; obligatory insurance

(1) The health insurance may be taken out for the policyholder or for another person. The insured person shall be that person for whom the insurance is taken out.

(2) Where the knowledge and the conduct of the policyholder are of legal significance under this Act, in the case of insurance for another person, account shall also be taken of the knowledge and conduct of that person.

(3) Each person with a place of residence in Germany shall be obligated to conclude and maintain with an insurance company licensed to operate in Germany for himself and for the persons legally represented by him, insofar as they are not themselves able to conclude contracts, a cost-of-illness insurance which comprises at least a cost refund for outpatient and inpatient treatment and in which the absolute and percentage excesses for outpatient and inpatient treatment which have been agreed for services covered by the respective tariff for each

person to be insured are limited to an amount of Euro 5,000 per calendar year; for persons entitled to medical expenses assistance, the possible excesses emerge through the analogous application of the percentage not covered by the rate of medical expenses assistance to the maximum amount of Euro 5,000. The obligation in accordance with the first sentence shall not apply to persons who

1. are insured or subject to obligatory insurance in statutory health insurance, or

2. have a right to free treatment, to medical expenses assistance or to comparable rights to the extent of the respective entitlement, or

3. have a right to benefits in accordance with the Asylum-Seekers Benefits Act, or

4. are recipients of recurrent benefits in accordance with the Third, Fourth and Seventh Chapters of Social Code Book XII, and recipients of benefits in accordance with Part 2 of Social Code Book IX, for the duration of the receipt of such benefits and during periods of an interruption of the receipt of benefits of less than one month if the receipt of benefits commenced prior to 1 January 2009.

A cost-of-illness insurance contract agreed prior to 1 April 2007 shall be deemed to meet the requirements of the first sentence.

§ 194 Applicable provisions

(1) Insofar as the insurance cover is granted in accordance with the principles of indemnity insurance, sections 74 to 80 and sections 82 to 87 shall apply. Sections 23 to 27 and section 29 shall not apply to health insurance. Section 19 (4) shall not apply to health insurance if the policyholder is not responsible for the breach of the duty of disclosure. Notwithstanding section 21 (3), first sentence, the time limit for asserting the insurer's rights shall be three years.

(2) If the policyholder or an insured person is entitled to the repayment of remuneration paid without legal basis to the provider of services for which the insurer has paid compensation on the basis of the contract of insurance, section 86 (1) and (2) shall apply mutatis mutandis.

(3) Sections 43 to 48 shall apply to health insurance with the proviso that only the insured person may demand payment of the insurance benefit if the policyholder has designated him in writing to the insurer as the beneficiary of the insurance benefit; such designation may be revocable or irrevocable. Where this condition is not met, only the policyholder may demand payment of the insurance benefit. The insurance policy need not be presented.

§ 195 Period of insurance

(1) Health insurance which may wholly or partially substitute for health and long-term nursing care insurance cover provided for in the statutory social insurance system (substitutive health insurance) shall be for an indefinite period, unless subsections (2) and (3) and sections 196 to 199 provide otherwise. Where the non-substitutive health insurance cover is provided in the manner of life insurance, the first sentence shall apply mutatis mutandis.

(2) In the case of vocational training, overseas, travel and residual debt health insurance, a period of contract may be agreed.

(3) In the case of health insurance for a person with a temporary residence permit for Germany, agreement may be reached to the effect that the insurance will expire after five years at the latest. If a shorter term has been agreed, a similar new contract may only be concluded with a maximum term that does not exceed five years when added to the term of the expired contract; this shall also apply if the new contract is concluded with another insurer.

§ 205 Termination of the contract by the policyholder

(3) If the contract of insurance provides that when the policyholder reaches a certain age or when other preconditions referred to therein are met the premium for another age or another age group applies or the premium is calculated taking old age reserves into account, the policyholder may terminate the insurance agreement with regard to the affected insured person within two months after the change with effect from the time it became effective if the premium increases as a result.

(4) If the insurer increases the insurance premium or reduces a benefit on account of an adjustment clause, the policyholder may terminate the insurance policy with regard to the affected insured person within two months after receipt of the communication of the change with effect from such time as the increase in the premium or the reduction of the benefits is to take effect.

§ 213 Collection of personal health data from third parties

(1) The insurer is only allowed to collect personal health data from the following third parties: physicians, any kind of hospitals, nursing homes and staff, other personal insurance providers and providers of compulsory health insurance as well as employers' liability insurance associations and authorities; such collection of data is only allowed if knowledge of said data is necessary to assess the insured risk or the liability to pay and if the affected party has given his / her declaration of consent.

(2) The declaration of consent in accordance with paragraph 1 can be given prior to issuing the contract statement. The affected person must be informed about data collection as stipulated in paragraph 1 and may object to the collection.

(3) The affected person can request at any time that a collection of data is only carried out if he / she gave his / her consent for each individual data collection.

(4) The affected person must be informed about his / her rights, in particular about the right of objection in accordance with paragraph 2 when being informed about data collection.

GERMAN INSURANCE SUPERVISION ACT (VAG)

§ 153 Hardship tariff

(1) Non-payers within the meaning of section 193 (7) of the German Insurance Contract Act form a tariff within the meaning of section 155 (3) sentence 1. The hardship tariff provides for the reimbursement of expenses solely in connection with benefits necessary for the treatment of serious illness and pain and those associated with pregnancy and maternity. By way of derogation from the above provision, expenses for insured children and young persons, in particular expenses for preventive medical examinations aimed at the early discovery of illnesses under statutory programmes and for immunisation recommended by the German Standing Committee on Vaccination (Ständige Impfkommission – STIKO) at the Robert Koch Institute under section 20 (2) of the German Protection against Infection Act (Infektionsschutzgesetz – IfSG) must be reimbursed.

(2) A standard premium must be calculated for all insured persons under the hardship tariff; section 146 (1) nos. 1 and 2 applies in all other respects. In the case of insured persons whose insurance contract only provides for the reimbursement of a percentage of the expenses incurred, the hardship tariff provides benefits equivalent to 20, 30 or 50 per cent of the insured treatment costs. Section 152 (3) applies, with the necessary modifications. The calculated premiums under the hardship tariff must not exceed the amount required to cover the claims expenditures under the tariff. Additional expenses that arise in connection with guaranteeing the limitations specified in sentence 3 must be allocated equally to all the insurer's policyholders with an insurance contract that satisfies an obligation under section 193 (3) sentence 1 of the German Insurance Contract Act. The provision for increasing age must be offset against the premium to be paid under the hardship tariff such that up to 25 per cent of the monthly premium is covered by a withdrawal from the provision for increasing age.

GERMAN CRIMINAL CODE (STGB)

§ 218a Exemption from punishment for abortion

(2) A termination which is performed by a physician with the consent of the pregnant woman is not unlawful if, considering the pregnant woman's present and future circumstances, the termination is medically necessary to avert a danger to the life of or the danger of grave impairment to the pregnant woman's physical or mental health and if the danger cannot be averted in another manner which is reasonable for her to accept.

(3) The conditions of subsection (2) are also deemed fulfilled with regard to a termination performed by a physician with the consent of the pregnant woman if, according to medical opinion, an unlawful act under sections 176 to 178 has been committed against the pregnant woman, there are cogent reasons to support the assumption that the pregnancy was caused by the act and no more than 12 weeks have elapsed since conception.

GERMAN CIVIL CODE (BGB)

§ 195 Regular limitation period

The regular limitation period is three years.

Data protection notice and list of service providers Hallesche

The data protection information and the list of service providers of Hallesche Krankenversicherung AG are only available in the German version.

List of service providers

Service providers commissioned by DR-WALTER GmbH

In accordance with „Verhaltensregeln für den Umgang mit personenbezogenen Daten durch die deutsche Versicherungswirtschaft“
(Code of Conduct Data Protection)

German insurers have issued a Code of Conduct for the protection of your personal data and your privacy. We, DR-WALTER, comply with this Code of Conduct and would like to provide you with a list of service providers (companies and private individuals) with whom we work together during order processing when it comes to data processing and assignment of functions. The list also includes service providers with whom we cooperate in the use of health data and other data protected under § 203 German Criminal Code (StGB). We also work together with service providers who collect, process and use health data and other data protected under § 203 StGB.

Insurers and reinsurers	
Assigned functions: Collection, processing or use of personal data to establish, carry out or end an insurance contract (e. g. application processing, risk assessment, policy management, determination of the liability to pay)	Involved bodies / organizations: insurers mentioned in the insurance certificate • Generali Deutschland Krankenversicherung AG, • Dialog Versicherung AG, • Würzburger Versicherungs-AG, • HanseMerkur Reiseversicherung AG, • ERGO Reiseversicherung AG, • ERGO Versicherung AG, • Allianz Partners – AWP Health & Life SA, • Inter Krankenversicherung AG, • Hiscox SA, • Barmenia Krankenversicherung AG, • Barmenia Allgemeine Versicherungs-AG, • Techniker Krankenkasse, • BDAE Holding GmbH, • Foyer Santé S.A., • Globality S.A., • BD24 Berlin Direkt Versicherung AG, • Hallesche Krankenversicherung a. G.
Assistance companies	
Assigned functions: Assistance services	Involved bodies / organizations: • MD Medicus Assistance Service GmbH, • GMMI, Inc., • Europ Assistance SA, Niederlassung für Deutschland, • International SOS B.V., • International SOS GmbH, • Global Excel Management Inc.
Doctors, dentists, psychologists, psychiatrists, experts, other healthcare professionals, institutions for medical examinations, hospitals	
Assigned functions: Information on treatment and diseases, expert opinions on medical issues	Involved bodies / organizations: Individual assignments
Banks	
Assigned functions: Premium payments, payments in the event of a claim	Involved bodies / organizations: • Postbank Köln – eine Niederlassung der DB Privat- und Firmenkundenbank AG, • Kreissparkasse Köln, Mündelsichere Anstalt des öffentlichen Rechts, • Revolut Bank UAB

Lawyers	
Assigned functions: Legal advice, collections management, legal representation at court.	Involved bodies / organizations: Individual assignments
Market and opinion researchers	
Assigned functions: Customer satisfaction surveys, market and opinion research	Involved bodies / organizations: • TÜV NORD CERT GmbH, • eKomi Holding GmbH
Consulting companies	
Assigned functions: Support and advice e.g. in claims and billing matters (Germany and abroad), fraud detection, health programs; IT services	Involved bodies / organizations: Individual assignments
IT and telecommunication companies	
Assigned functions: Service providers for IT, network and telephone services	Involved bodies / organizations: • AssFINET AG, • Trevedi IT-Consulting GmbH, • IBExpert GmbH, • NETGO GmbH, • DATEV eG, • i42 Informationsmanagement GmbH, • Air Doctor Ltd., • enthus GmbH, • Telekom Deutschland GmbH, • mySolution Software & Consulting GmbH, • Pipedrive OÜ, • D.F.H.E. ADVISORS, • Calypso Verlag GmbH
Online support	
Assigned functions: Service providers for web hosting, internet portals, online policy procurement, email marketing and live chat	Involved bodies / organizations: • Host Europe GmbH, • 1&1 Internet AG, • JMC Technologieberatung GmbH, • united-domains AG, • STRATO AG, • ALL-INKL.COM, • COREER GmbH, • Einmahl WebSolution GmbH, • emarsys eMarketing Systems GmbH, • Sistrix GmbH, • KCS Internetlösungen Kröger GmbH, • Userlike UG, • aveta | David Cürten, • consentmanager GmbH, • SIX Payment Services (Europe) S.A., • OMQ GmbH, • Flixcheck GmbH, • igroup Internetagentur GmbH & Co. KG
Credit bureaus, address brokers	
Assigned functions: Collection of information during the application stage, claims management	Involved bodies / organizations: Individual assignments
Disposal companies	

Assigned functions: Disposal of files and data media, document destruction	Involved bodies / organizations: Individual assignments

If required we will send you all contact details of our service providers.

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