



Services for International Travel & Education

GROUP OF
INTERNATIONAL
INSURANCE BROKERS



Insurance Package
for your trip abroad

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What should you do if you have a claim?

1. Health insurance claims

If you want to consult a doctor when you are abroad, first of all please call one of our toll free phone numbers in order to obtain a recommendation for a doctor nearby. Please show the doctor **prior to treatment** your SITE insurance card and this brochure that the doctor can understand the extent of your insurance coverage.

Many doctors and hospitals accept the SITE insurance card and charge us directly. If the doctor has any questions about your insurance protection ask him or her to call our toll-free emergency numbers that are staffed 24 hours a day:

+800-2877-3784

(The "+" sign must be replaced by the dialling code for international telephone calls that is different in each country. For example, in Germany dial 00-800-2877 3784, in France 00-800-2877 3784, in Australia 0011-800-2877 3784. You can find out the codes in other countries when you are there. We do not recommend to call our toll-free numbers from hotel phones or from public payphone shops as surcharges may apply. If you cannot reach us on the toll-free number in exceptional cases or if there are technical problems, please call +49-228-40062-17, charged at the normal rate, to reach SITE customer services.)

Some doctors and hospitals abroad insist on the patient paying the invoice there and then. If this is the case for you, please send the **original invoice (no fax or copies)** together with the completed claim form to one of the addresses on page 3.

If you are admitted to hospital you must call one of our emergency numbers **without undue delay** to inform us that you have been admitted to hospital. Otherwise the insurance cover becomes invalid.

If repatriation is required in the event of especially severe illness abroad or in special cases, you need **prior** approval of SITE for this. This also applies to visits by family members in the event of illness. In such a case please call one of our emergency numbers.

2. Claims for all other insurance policies

If you want to register a claim against your accident and personal liability insurance, please send the completed claim form to one of the addresses below.

All **original** receipts must be enclosed with the claim form. In the case of personal liability, please use a separate piece of paper to describe how the claim came about.

All claims should be submitted within 4 weeks of the damage in order to ensure correct and quick processing.

3. Addresses for **all** claim reports

SITE Assistance International GmbH
P. O. Box 15 01 23
53040 Bonn
Germany
Phone: +800-2877-3784 (toll-free)
Phone: +49-228-40061-0 (normal rate)
Fax: +49-228-40061-99
E-Mail: site-claims@site-insurance.com

How are you insured?

Creative Corners has concluded a combined foreign travel insurance policy for you using the international insurance broker **SITE oHG**. You therefore have comprehensive health, accident and personal liability insurance for damage incurred abroad.

1. Period of coverage

You are insured during your stay abroad for the period reported to SITE by **Creative Corners**. The insurance coverage does not apply in your home country, except during the outward and return journey to or from your place of residence in the host country.

Important: It is your responsibility to extend your insurance coverage if you extend the length of your stay abroad. Please contact **Creative Corners** before your original insurance coverage expires to find out about how to extend the coverage!

2. Scope of the coverage - maximum amounts

Health insurance:

Reimbursement of medical expenses incurred abroad with no upper limit.

Deductible EUR 100 per covered occurrence:

- Medical treatment (inpatient and outpatient), including mileage charge if there is no doctor on site
- Ambulance costs
- Medication and dressings
- X-ray treatment, radiotherapy and diagnosis
- In-patient treatment in the general treatment category (multiple bed wards) without a free choice of services
- Analgesic dental treatment and simple fillings (no crowns or dental prosthesis) limited to EUR 600 per occurrence.
- Emergency treatment in case of pregnancy limited to EUR 500 per lifetime but no delivery costs.
- Psychotherapeutic emergency treatment limited to EUR 500 per occurrence.
- Pre-Existing Conditions are not covered. Expenses incurred for the treatment of such illnesses are covered inasmuch unforeseeable medical aid was required to prevent serious threat to life or to relieve considerable pain.
- Repatriation
 - within Europe: 5.000 EUR
 - worldwide: 10.000 EUR
- Repatriation of mortal remains
 - within Europe: 5.000 EUR
 - worldwide: 10.000 EURRepatriation limits are waived for medically necessary flights with ambulance planes. Medical Evacuation, Repatriation and all Travel Benefits are subject to pre-authorization.

This Table of Benefits is a summary of your customized insurance plan. It is subject to all provisions and exclusions of the General Insurance Conditions (AVB-R). However, in case of differences between the Table of Benefits and the General Insurance Conditions (AVB-R), the Table of Benefits shall supersede the General Insurance Conditions (AVB-R).

Accident insurance:

Accidental Disability:

EUR 100.000

The insurer shall provide Accident Insurance benefits if an accident during the coverage period insured leads to permanent disability of the insured person.

Pre-Existing Conditions:

- Any disease or medical impairment from which the Insured Member was suffering or had a past history at the inception of their cover shall not be covered risk unless the Insured Member declares to Insurers any such impairments and Insurers specifically agree to grant cover in writing.
- Claims arising out of any recurring, chronic or continuing illness, disability or condition of an Insured Member preceding the date from which the Insured Member is first granted cover under the Plan shall not be covered risk, unless Insurers specifically agree to grant cover in writing.

Life insurance:

EUR 10.000

The insurer shall provide Life Insurance benefits if an accident during the coverage period insured leads to the death of the insured person.

Personal liability insurance:

Personal injury / Property damage

EUR 500.000

Deductible per occurrence: EUR 150

The insurer grants coverage to the insured if a claim for damages is asserted against the insured by any third party for activities that have resulted in the death, the injury, or the health impairment of any person (injury to persons) or the damage to or destruction of property (property damage). The insurer will examine liability claims with respect to their validity, reject unjustified claims, and indemnify justified claims up to the maximum coverage as outlined in the policy.

Baggage insurance:

EUR 1.000

Deductible EUR 150

Valuables: 50 % of the insured amount

Gifts and souvenirs: 10 % of the insured amount

Definitions:

All travel baggage of the insured is insured during the **entire stay**. Travel baggage is defined as “all personal travel effects carried during a journey whether carried on the body, in clothing, or conveyed by a conventional means of transportation.” Gifts and souvenirs acquired on the journey are also considered travel baggage. The insurance covers theft, damage resulting from fire, flood, storm, and force majeure. There is a limited compensation for damages to furs, jewelry, objects made of precious metals, photographic and film equipment and portable video systems, including their accessories in each case, as well as damages to gifts and souvenirs.

Exclusions:

Money, securities, tickets, certificates and documents of any kind, objects of predominantly artistic or sentimental value, contact lenses, prostheses of any kind, computers, as well as land, air, and water vehicles, including accessories thereto, including bicycles, hang gliders and windsurfing equipment.

Assistance:

- Toll-free, multi-lingual 24/7 emergency hotlines

Important: This travel insurance policy is secondary to all other insurance policies. Therefore, if you have concluded any other insurance policies, e.g. other health or personal liability insurance policies, that are valid for damage incurred abroad, you must submit your claims there first of all. This policy shall come into play only for damage not accepted by any other insurance you may have.

Insurer:

**CIGNA International
Generali PanEurope via Euro Accident Health & Care Insurance AB
Generali Versicherung AG**



Note: On the previous pages you have read a summary of the most important points of your insurance coverage. Additionally the detailed terms and conditions apply; they are printed in this brochure starting from page 7. The terms and conditions may include further restrictions and exemptions in coverage.

Frequently asked questions:

Where am I covered?

You are covered worldwide except in your home-country which is the country you permanently live in for at least 10 years.

Am I insured for all trips abroad outside the destination country during my travels abroad?

You are insured for all trips to all countries, with the exception of your home country or your country of residence prior to participating in the programme, provided that the trip takes place within the period of insurance cover registered with SITE.

I would like to take my video camera along. Is it insured?

Certain valuable items, e.g. a video camera or cameras, are covered by only 30% of the insurance sum in baggage insurance, i.e. EUR 300.

There is no coverage for laptops. Therefore and for a comprehensive coverage of camcorder and/or cameras we recommend the additional Travel Baggage Insurance. For further information please contact Creative Corners.

Does this policy give me personal liability insurance (third-party insurance) for driving a car abroad?

No, you will have to get separate insurance for this if you need it. This policy does not cover any personal liability risks in connection with driving motor vehicles. However, you do have health and accident insurance as the driver or passenger in a motor vehicle. So, if you have to be admitted into hospital after a car accident, the costs will definitely be paid.

Am I insured for existing conditions, e.g. asthma or diabetes?

Pre-existing conditions are generally not covered under this insurance plan. However, in very exceptional cases expenses for unforeseeable medical treatment are covered if a pre-existing condition causes a serious threat to your life or very severe pain.

Will treatment costs be paid if I injure myself abroad and have to receive medical treatment at home after my return?

Your insurance covers only the treatment costs incurred during your stay abroad. The insurance cover ends with your return to your home country. After your return home your regular insurance will then usually take over the payments.

Am I insured if I injure myself during my work?

You have health insurance cover 24 hours a day during your stay abroad, even during work or a placement. However, in principle your employer is required to insure you against accidents at work through his company insurance.

If you have injured yourself at work, please first of all submit your claim to your employer's company insurance. Only if this company does not cover the damage you may claim against this policy.

Do I have to make any advance payments for visits to doctors or hospitals if I have had an accident or fallen ill?

If you are admitted to hospital please contact SITE on the telephone numbers in this brochure as soon as possible to enable us to settle the costs directly. In some exceptional cases your doctor may ask you to pay the invoice there and then. If you have advanced payment for medical bills please apply for reimbursement of those costs by using the claim form in this brochure.

What do I have to do if I am admitted to hospital?

If you are admitted to hospital you are required to contact SITE on one of the telephone numbers in this brochure without undue delay so that all necessary measures, including repatriation if necessary, can be arranged between the insurance company and the doctor in charge of treatment.

Within what period of time must claims be reported?

You are required to inform SITE in writing (i.e. via letter, fax or e-mail) within 4 weeks after the treatment date regarding the occurrence of a health insurance claim. You can also notify us by sending a physician's invoice. If you or your physician/hospital cannot submit an invoice within 4 weeks after the treatment date, please let us know in any case in writing, that a doctor visit has taken place and please provide us with the name and address of the attending physician, so that we can request the invoice. Health insurance claims that are not reported to SITE in writing within a time period of 4 weeks cannot be reimbursed.

How do I report a claim?

With a minor claim you should pay the invoice yourself and report the claim to SITE according to the instructions in this brochure. Please remember to pick up **all original invoices and receipts** as proof of your treatment in order to pass it on to SITE.

SITE will process the claim immediately upon receipt of your claim and will transfer the costs that are subject to reimbursement under this policy to your bank account. Please retain copies of all invoices for your own records.

Can my parents submit a claim to the insurance company for me while I am still abroad?

Yes. In this case, please use the claim form and submit all **original receipts (no fax or copies)**.

Within what period of time must claims be reported?

You are required to inform SITE in writing (i.e. via letter, fax or e-mail) within 4 weeks after the treatment date regarding the occurrence of a health insurance claim. You can also notify us by sending a physician's invoice. If you or your physician/hospital cannot submit an invoice within 4 weeks after the treatment date, please let us know in any case in writing, that a doctor visit has taken place and please provide us with the name and address of the attending physician, so that we can request the invoice. Health insurance claims that are not reported to SITE in writing within a time period of 4 weeks cannot be reimbursed.

Note:

The information and comments in the questions and answers are merely assistance and do not represent the complete contents of the insurance policy. Please read the detailed insurance terms and conditions printed on the following pages.

General Insurance Conditions (AVB-R) for illness and daily hospital allowance insurance for travel

Part 1: General Conditions

§ 1 Coverage and territory of insurance cover

- I. The Insurer grants insurance cover for disease, illness and accident and other occurrences as detailed in this contract. In case of an unforeseeable insured event occurring abroad the Insurer shall indemnify all and any costs incurred for any medical treatment and shall pay any agreed benefits. For insurance policies with a duration of at least 6 months insurance coverage is also provided for a temporary return of the insured person to the country of origin, limited to a maximum of 4 weeks for all visits per insurance period. The start and end of each visit to the country of origin must be reported and proved by the policyholder in the event of a claim upon request of the insurer. The country of origin under the terms of these insurance conditions is the country of which the insured person has citizenship and/or in which the insured person has permanent residence.
- II. An event insured against is defined as necessary medical treatment of an insured due to illness or consequences of an accident. The insured event commences with medical treatment; and ceases when on medical grounds there is no need for further treatment. Death is also considered to be an insured event.
- III. The scope of the insurance cover is according to the insurance policy, written agreements at a later date, these conditions of insurance as well as the statutory regulations of the Federal Republic of Germany.
- IV. The country where the Insured has permanent residence and/or the country defined by nationality shall not be considered to be a foreign country.
- V. Those persons are insurable who are at least one year of age and have not yet reached their sixtieth year of age at the start of the insurance policy, in so far as other conditions are not agreed in the premium.

§ 2 Commencement of insurance cover

Coverage begins on the agreed date (commencement of insurance cover), however not before the signing of the insurance contract, not before payment and not before the start of travel. There is no indemnity for events insured against which occur prior to the commencement of insurance cover.

§ 3 Inception and duration of the insurance policy

- I. The insurance policy comes into force after the acceptance of an application for insurance by the Insurer. Application is to be made on the application form provided for this purpose. Upon acceptance of the application the insurance policy will be issued. Should application be made on the payment slip provided by the Insurer, then the contract provisionally comes into force upon receipt of the premium (post mark, date stamp of the financial institute or accounts department being valid) until the duly filled application form has been received by the Insurer.
- II. The duration of the insurance policy can be found in the insurance plan. Insurance terminates upon the death of an insured person. The insurance relationship remains unaffected for co-insured persons upon the death of the policy holder.

§ 4 Scope of the Insurance coverage

- I. The Insured is free to choose from certified physicians and dentists authorised to offer medical treatment.
 - (1) Medical treatment costs
The insurer will pay within the maximum limits of the insurance rates agreed in each individual policy case the costs incurred for medically necessary treatment during the stay. The insurer will pay the contractually agreed amount for examinations or treatment methods and pharmaceutical products that are recognized to an overwhelming extent by school medicine. The insurer will in addition pay for methods and pharmaceutical products that have proved themselves with an equal promise of success in practice or that are resorted to because school medicine methods or pharmaceutical products are not available; the insurer has the right, however, to reduce his contribution to that amount that would have been paid had the methods or pharmaceutical products of school medicine been available.
Under the terms of these conditions treatment is considered to be:
 - a) medical treatment including examinations during pregnancy, treatment during pregnancy and treatment for miscarriages (all payments in connection with a pregnancy, however, can only be made in so far as the conception occurred within the insurance period and with a waiting period for deliveries of 8 months from the start of the insurance);
 - b) medically ordered medication, dressing material and medical supplies as prescribed by those administering medical treatment as defined in paragraph I. Not included as medication even where this is medically ordered, are nourishing, strengthening or cosmetic preparations as also contraceptives;
 - c) medically ordered radiation and photo therapy;
 - d) medically ordered surgical apparatus that is necessary as the result of an accident and that serves the treatment of the consequences of accidents;
 - e) X-ray diagnosis;
 - f) in-patient treatment in the general treatment category (multiple bed wards) without a free choice of services. The insured person has free choice among the public and private hospitals or abroad among those institutions that are generally considered to be and are recognized as hospitals in the country and that are continuously run by medical doctors, that have adequate diagnostic and therapeutic possibilities at their disposal and that do not provide health resort cures or sanatorium treatment or admit convalescents;
 - g) Transportation to and from the nearest available hospital or doctor for the treatment.
 - (2) Dental treatment costs
The insurer will pay within the maximum limits of the insurance rates agreed in each individual policy case the costs incurred during a visit for:
 - a) analgesic dental treatment including the filling of teeth in a simple form;
 - b) measures to restore the function of teeth and dental prostheses (repairs) with 50 % of the costs of temporary dental prostheses, when the insurance claims event is the result of an accident after the start of the insurance cover.
 - (3)
 - a) -invalid-
 - b) -invalid-
 - c) -invalid-
 - d) The insurer may direct the insured person to a return transport to the country of origin in the event of exceptionally high treatment costs abroad. In such cases the insurer will pay the costs of transportation home instead of the costs of medical treatment abroad. Should the insured person continue the stay abroad in such cases, despite the decision of the insurer, the person loses all further claims with regard to payments in respect of the illness, on the basis of which the insurers decision was made.
 - (4) Subsequent payment
Should an illness during a stay abroad in accordance with § 1 require medical treatment extending beyond the end of the insurance cover, then the payment obligations exist within the context of these conditions and in accordance with § 4 no. 1 to 3 AVB up to a period of one further month, in so far as the return journey is not possible because of the person being medically unfit to undertake the trip.
- II. The kind and extent of insurance benefits are as stated in the insurance plan. The reimbursement for repatriation and return transportation costs shall depend on the following circumstances:
 - (1) Repatriation of a sick person must be prescribed by a doctor and the destination must be the habitual residence at the inception date of the contract or any appropriate hospital closest to said residence.
 - (2) Transportation charges are the direct costs incurred due to the death of any insured person for the transportation to his place of residence existing at the inception date of the insurance contract. These transportation charges may be replaced by funeral expenses incurred abroad up to the maximum transportation charges as stated in the insurance plan.

§ 5 Restriction of Benefits

- I. There is no obligation for
 - (1) any illness and consequences thereof existing at the inception date of the insurance as well as any illness and consequences thereof treated six months prior to the inception date of the insurance. The same restrictions apply to consequences of any accident. Expenses incurred for the treatment of such illness or consequences of any accident are covered inasmuch as unforeseeable medical aid was required to prevent serious threat to life or to relieve considerable pain;
 - (2) any such illnesses including their consequences, as also for the consequences of accidents and for death resulting from war or caused by active participation in social unrest and which are not expressly included in the insurance policy protection;
 - (3) the intentional illness, accidents and the consequences thereof;
 - (4) withdrawal or detoxification treatment;
 - (5) the treatment of mental or psychological disorder or illness as well as for hypnosis or psychotherapy (deviating from this psychological emergency treatment is covered up to the limits of the insurance plan);

- (6) dental prostheses including crowns and orthodontic treatment;
 - (7) surgical apparatus, even where this is medically ordered, in so far as this is not necessary as the result of an accident and serves the treatment of the consequences of accidents;
 - (8) health resort or sanatorium treatment as well as for rehabilitation procedures
 - (9) out-patient treatment at a health resort or spa. This restriction shall not apply if during the course of temporary stay, treatment is required for an illness or accident independent to the purpose of stay;
 - (10) non scientifically recognised methods of examination or treatment and medications;
 - (11) treatment administered by spouse, parents, or children. Material costs will be reimbursed;
 - (12) accommodation due to the need of care or custody;
 - (13) seeking treatment abroad for illness or accident consequences being the sole reason or one of the reasons for undertaking the journey;
 - (14) termination of pregnancy and medical measures due to sterility or infertility (e.g. artificial insemination);
 - (15) the consequences of the abuse of alcohol, medicines or drugs;
 - (16) venereal diseases;
 - (17) the treatment of AIDS;
 - (18) physical treatments (e.g. massages).
- II. Should medical treatment or other measures agreed to be part of the benefits go beyond the medically necessary requirements or should a compensation claim be unreasonable, then the Insurer shall be entitled to reduce benefits to a reasonable amount.
- III. Where claims exist for payment contributions from the statutory sickness, accident or pension insurance for statutory health care or accident treatment, or from any other insurance, then the insurer only has the obligation to pay necessary costs that remain despite these payments.
- IV. If compensation may be claimed in an insurance claims event from another insurance policy, then this other contract has priority over this contract. Applicable supplementary to this is § 11 of the insurance conditions.

§ 6 Payment of insurance benefits

- I. Under certain circumstances, it is possible that a pre-existing medical condition may be covered in an emergency or life-threatening situation. Payment by the insurer for the initial treatment of a pre-existing medical condition in an emergency or life-threatening situation does not constitute any obligation on behalf of the insurer to pay for any medical claims relating to such pre-existing medical condition in the future.
- II. The Insurer is only obliged to pay benefits if the original invoice, or its duplicate, is presented together with a certificate by another Insurer enumerating the benefits granted and if the required records, especially officially certified translations, have been submitted; these shall then become the property of the Insurer.
- III. All records have to bear the first and surnames of the treated person as well as the illness description and the individual medical services with treatment information; prescriptions have to clearly show the medication prescribed, its price and the receipt stamp. In the case of dental treatment, the records must show the teeth treated and the treatment administered. Proof is required for those benefits or refusals thereof from those Insurers as stated in § 5 paragraph IV.
- IV. The Insurer is entitled to pay benefits to the bearer or sender of adequate records.
- V. The costs in any foreign currency will be converted into EUR at the exchange rate valid on the day the records are received by the Insurer. The exchange rate is considered to be the official foreign exchange rate in Frankfurt, for those currencies which are not traded, the valid rate is that of the latest edition of the "Währungen der Welt" ["Currencies of the World"] publications of the German Bundesbank in Frankfurt, unless the Insured provides bank evidence of a less favourable exchange rate at which the necessary foreign currency was purchased in order to pay the invoices.
- VI. Expenses incurred for the remittal of insurance benefits and translation costs may be deducted from the benefits payable by the Insurer.
- VII. Claims for insurance benefits are not transferable and may not be pledged.
- VIII. In so far as transportation and funeral costs are claimed, an official death certificate and a medical certificate on the cause of death are to be provided to the insurer.
- IX. Additional costs may be deducted from the payments that arise for the insurer having to make transfers of money abroad or using special remittance channels on the request of the policy holder.

§ 7 Expiry of the Insurance Cover

- I. The insurance cover ceases - also for pending claims - at the agreed point of time or, at the latest, at the end of travel.
- II. If the return journey is impossible for medical reasons the liability shall be extended for recoverable claims to a maximum period of one month beyond the agreed date of expiry.

§ 8 Premium payments

- I. The premium is a single premium. It is stated in the insurance plan and is to be paid at the latest with the signing of the contract. The insurance plan may require payment by direct debit. Payment is then seen as effected when the Insurer, after having been given this right, could actually directly debit the premium.
- II. A monthly, quarterly or half-yearly term of payment may be arranged should the duration of insurance be in excess of one year.

§ 9 Obligations

- I. Indemnity has to be claimed by the Insured within the period stated in the insurance policy or within six months at the insurance expiry date. Any in-patient treatment has to be notified immediately of its commencement.
- II. The Insured are obliged to give any information required by the Insurer which is deemed necessary to ascertain of the event insured against or the Insurer's liability and the extent of said liability.
- III. At the request of the Insurer, the Insured is obliged to undergo a medical examination carried out by a doctor commissioned by the Insurer.
- IV. Furthermore the Insured is obliged to provide the Insurer access to the required information (especially the exoneration of professional discretion).

§ 10 Consequences of a breach of obligation

- I. The Insurer shall be exempt from the obligation to pay indemnity according to the restriction as defined in § 6 paragraph 3 of the Versicherungsvertragsgesetz (VVG) if one of the obligations as set out in § 9 is violated.
- II. The payment obligations of the insurer are in suspension until the requirements in § 9 paragraph 4 AVB have been fulfilled.
- III. The Insured's knowledge and shortcomings and the policy holder's knowledge and shortcomings are deemed to be equal.

§ 11 Third party claims

Should the policyholder or an insured person have compensation claims of a nature not relating to this insurance against a third party, without prejudice to the legal transmission of claim according to § 67 of the VVG, it is required to transfer these claims to the Insurer in writing for the amount of compensation as stated in the insurance contract. Should the policyholder or an insured person waive such a claim or a right for the purpose of securing such a claim without the agreement of the Insurer, then the Insurer is exonerated from that duty to perform for that amount of compensation that would have been attained from said claim or right.

§ 12 Offsetting

The policy holder may only offset his claims against those of the Insurer inasmuch as the counterclaim is not contested or is legally enforceable.

§ 13 Declarations of intention and notification

Declarations of intention and notification against the Insurer are required in writing. Insurance broker's or are not permitted to accept these on behalf of the Insurer.

§ 14 Jurisdiction

Legal actions may be lodged at the court of the seat of the Insurer's registered office or at the court of that town or city where the agent at the time of the signing of the contract had his commercial establishment, or, failing such establishment, his habitual residence.

§ 15 Concluding agreements

An extract from the German Insurance Policy Act (VVG) that includes stipulations for travel sickness insurance in respect of the AVB in particular, is enclosed with the conditions.

Part 2: Special Conditions

See the insurance plan rate sheet of the appropriate insurance plan as also § 1 paragraph I of the general conditions. In case of differences between the Table of Benefits and the General Insurance Conditions (AVB-R), the Table of Benefits shall supersede the General Insurance Conditions (AVB-R).

Note:

In so far as not otherwise agreed in the general insurance conditions for the Travel Sickness Insurance, the statutory regulations of the Federal Republic of Germany apply, in particular the regulations of the German Insurance Policy Act (VV)

General Conditions Collective Group Schemes

Life Insurance, Accident/Dismemberment Insurance

1. The group policy

The group policy contains conditions of inception date, the policy period, automatic renewal and cancellation. A cancellation made by the employer representative, embraces every insured.

1.1 Termination of insurance

A group insurance expires when the group member reaches the termination age indicated in the group policy or at the end of the month when:

- the group policy expires
- the group member exits the group insurance or no longer is a member of the insurable group under the group policy.

The policy period can not be prolonged by payment of premium after expiry of the insurance.

The method of next birthday is applicable under this set of regulations.

1.2 Claims procedure

In the event of any circumstance, which could give rise to a payable claim, this shall without delay be notified to Euro Accident, or the broker if stated on the claims form. Claim forms can be ordered from Euro Accident or the insurance broker. The documents and other information, which the Insurer, or Euro Accident, considers to be of importance for determination of the entitlement to compensation and the Insurer's responsibility, should be furnished without any cost for the Insurer, or Euro Accident. Approval shall be given if the Insurer requires to collect information from doctors, hospitals, other healthcare centres, national insurance authorities or other insurance establishments, giving the Insurer the possibility to investigate its liability.

A prerequisite for the entitlement to compensation due to illness or accident is that the insured:

- as soon as possible consults a doctor
- during the period of illness is under continuing medical attendance
- follows the prescribed regime
- follows the Insurer's, or Euro Accident's, regulations.

If the Insurer so requests, the insured should undergo a medical examination at a specially assigned doctor. Such examinations are at the Insurer's expense.

1.3 Payment and interest regulations

When the entitlement to compensation has been established and when the claimant has:

- taken all the stated measures required for payment
- presented the investigation which reasonably can be expected to establish the Insurers liability and to whom payment shall be made, payment will be executed at least 1 month thereafter. If payment is executed later, interest on overdue payment will be paid according to the Law of Interest Rate. In addition to this, the Insurer is not liable for any loss, which may occur if an investigation concerning an insured loss or payment is delayed. Interest on overdue payment is not paid if war or political disturbances causes the overdue payment.

1.4 Legal representative

Expenses for a legal representative are not covered under the insurance.

1.5 Validity abroad

All covers under the group policy are valid without limitations regarding the duration of the stay abroad.

1.6 Force Majeure

Excluded is any loss directly or indirectly arising out of, contributed to, caused by, resulting from any delay of investigation of a loss or postponement of payment due to war or political disturbances or due to legal or governmental measures or offensive action in the labour market.

1.7 War, Terrorism and Mass Destruction Exclusion

Notwithstanding any provision to the contrary within this insurance, or any endorsement thereto, it is agreed that this insurance excludes any loss or expense of whatsoever nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss or expense;

- War, hostilities or warlike operations (whether war be declared or not),
- Invasion,
- Act of an enemy foreign to the nationality of the insured person or the country in, or over, which the act occurs,
- Civil war,
- Riot,
- Rebellion,
- Insurrection,
- Revolution,
- Overthrow of the legally constituted government,
- Civil commotion assuming the proportion of, or amounting to, an uprising,
- Military or usurped power,
- Explosions of war weapons,
- Utilisation of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined,
- Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the insured person whether war be declared with that state or not,
- Terrorist activity.

For the purpose of this exclusion;

Terrorist activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s).

Utilisation of Nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals. Utilisation of Chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.

Utilisation of Biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals. Also excluded hereon is any loss or expense of whatsoever nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with any action taken in controlling, preventing, or suppressing any, or all, of (1) to (15) above. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

1.8 Hazardous activity exclusion

Notwithstanding any provision to the contrary within this insurance, or any endorsement thereto, it is agreed that this insurance excludes any loss or expense of whatsoever nature when the insured takes part in hazardous activity such as:

- Activity on oil platforms, church towers or on roofs on similar tall buildings.
- Aviation, except as a passenger in a licenced multiengine aircraft run by a commercial airline under government control.

1.9 Handling of personal information

Euro Accident, or the broker, administers group insurance on behalf of other Insurers. The responsible party for the handling of personal information is Euro Accident which has signed the insurance agreement. The information is used for administration of the agreement and for purposes necessary to conduct the business, premium calculation carried out by the Insurer, claims handling and statistics. The information is handled under secrecy according to the ethical guidelines set up at Euro Accident

1.10 Insurer

Insurer shall throughout this policy wording mean Generali PanEurope Ltd.

Registered Office: 25 - 28 North Wall Quay, Dublin 1, Ireland

Business Address: Navan Business Park, Athlumney, Navan, Co. Meath, Ireland

Generali PanEurope Limited is a limited liability company registered in Ireland (number 311420) and licensed to transact life assurance business by the Irish Financial

Services Regulatory Authority (IFSRA).

Generali PanEurope Limited is part of the Generali Group.

2. Life insurance

The sum payable on death is the sum insured for group life insurance. It will be paid on the death of the insured while insured during the policy period.

The extent of coverage is stated in the group policy and the insurance certificate. The sum insured is fixed at each point in time under the group policy.

3. Accidental death

This benefit is payable in the event of the insured's death where it is caused solely and directly by injuries suffered in an accident and results directly and independently of any other cause in death within 12 calendar months of the date of the accident. If a benefit for Accident/dismemberment insurance is paid for the same accident, this is deducted from the benefit due for death. Indemnification of this benefit will be paid to the insured's beneficiary as soon as the claim is found to be correct. Death will not be presumed solely because of the disappearance of the insured.

4. Accident/dismemberment insurance

4.1 Period of validity

The insurance is valid for an accident/dismemberment, which occurs during the policy period.

Accident/dismemberment means a bodily injury, which the insured suffers from by a sudden, unintentional and unexpected event which occurs at an identifiable

time and place. Accident/dismemberment is ranked in the same category as a bodily injury caused by congelation, heat stroke or sunstroke. The day such an injury appeared is considered to be the time of the accident.

A bodily injury caused by

- overstrain or unhealthy changes, or repetitive movements (wear and tear)
- infection from bacteria or virus, infection or poisoning from eating or drinking
- the use of medicine, surgical operations, treatment or examination not caused by an accident/dismemberment covered under this insurance
- nuclear explosion or nuclear radiation (nuclear reaction) in connection with military activity in which the insured participates.
- the influence of alcohol or drugs is not considered to be an accident/dismemberment.

4.2 Coverage

Disability: Medical disability

The insurance compensates only for disability caused by the accident/dismemberment.

If the insured's state of health deteriorates due to a bodily dysfunction either existing prior to the accident/dismemberment or occurring afterwards with connection with the accident/dismemberment, no compensation is payable for the costs or disability which the dysfunction entails. Bodily dysfunction means illness, unhealthy changes, bodily defect or detriment.

4.3 Compensation for disability

Disability means when an accident/dismemberment has caused a permanent decrease of the insured's bodily function.

Medical disability means a physical or psychological decrease of the bodily function and is determined independent of the profession, working conditions or spare-time hobbies of the insured. The decrease of the bodily function shall be objectively established. Disfiguring scars or the loss of internal organs are considered to be medical disability.

4.3.1 Compensation of medical disability

When the accident/dismemberment has caused a decrease in the insured's bodily function and the condition is permanent, disability compensation is paid, but no sooner than 12 months from the date of the accident/dismemberment.

The accident/dismemberment shall cause a measurable disability within 3 years. The final judgement will however be executed when the degree of disablement is finally established. The determination of the degree of disability is executed according to Standard or Continental Scale as a guideline.

4.3.2 Standard scale

Total and incurable insanity	100%
Total loss of sight of both eyes	100%
Complete deafness of both ears	100%
Removal of the whole jaw	100%
Total loss of speech	100%
Total loss of both arms or both hands	100%
Total loss of one arm and one leg	100%
Total loss of one arm and one foot	100%
Total loss of one hand and one leg	100%
Total loss of one hand and one foot	100%
Loss of both legs	100%
Loss of both feet	100%
Loss of one arm or one hand	50%
Considerable loss of osseous substance of the arm (definite and incurable lesion)	50%
Total loss of one leg	50%

4.3.3 Continental scale

Total and incurable insanity	100%
Total loss of sight of both eyes	100%
Complete deafness of both ears	100%
Removal of the whole lower jaw	100%
Total loss of speech	100%
Total loss of both arms or both hands	100%
Total loss of one arm and one leg	100%
Total loss of one arm and one foot	100%
Total loss of one hand and one leg	100%
Total loss of one hand and one foot	100%
Loss of both legs	100%
Loss of both feet	100%
Loss of osseous substance of the skull in all its thickness	40%
Loss of one eye	40%
Complete deafness of one ear	30%
Partial removal of the lower jaw	40%
Loss of one arm or one hand	60%
Considerable loss of osseous substance of the arm (definite and incurable lesion)	50%
Total loss of thumb	20%
Partial loss of thumb	10%
Total amputation of any finger	8%
Amputation of four fingers including thumb	45%
Amputation of a phalanx of any finger	3%
Anchylolysis of the hip	40%
Total loss of one leg	60%
Anchylolysis of the knee	20%
Total loss of one foot	45%
Shortening of a lower limb by at least 5 cm	30%
Shortening of a lower limb from 1 to 5 cm	10%
Amputation (total) of all toes	25%
Amputation of four toes including the big toe	20%
Amputation of the big toe	10%
Amputation of one toe other than the big toe	3%

4.3.4 The size of the disability compensation

The sum insured for disability is the amount agreed in the group policy and stated in the insurance certificate. The sum insured is applicable before the age of 46. If the insured, on the day of the accident/dismemberment, has reached the age of 46, the sum insured is reduced with 2,5 % for medical disability for every year the age exceeds 45 years.

The size of the sum insured corresponds to the degree of disability.

4.3.5 Stabilising and payment of disability compensation

The final settlement of the accident/dismemberment will be executed when the medical disability is determined.

Prior to this, disability compensation can be paid in advance. The advance shall correspond to the minimum expected medical disability. Such advance payment, measured in EUR, will be deducted from the compensation which will be paid when the degree of disability has been established.

4.3.6 Reconsideration of compensation if the disability increases

If the accident/dismemberment causes a considerable deterioration of the bodily function of the insured after final settlement, the insured can ask for reconsideration. Reconsideration is however not approved later than 10 years after the accident/dismemberment.

The deterioration of bodily function shall be determined objectively. The Insurer or Euro Accident decides what additional information to be submitted.

4.3.7 Pre-Existing Conditions

- Any disease or medical impairment from which the Insured Member was suffering or had a past history at the inception of their cover shall not be a covered risk unless the Insured Member declares to Insurers any such impairments and Insurers specifically agree to grant cover in writing.
- Claims arising out of any recurring, chronic or continuing illness, disability or condition of an Insured Member preceding the date from which the Insured Member is first granted cover under the Plan shall not be a covered risk, unless Insurers specifically agree

General Conditions of Insurance for Liability Insurance (AHB)

I. The Insurance Cover (§§ 1-4)

§ 1 Scope of the insurance

- (1) The insurer provides the policyholder with insurance cover for the event that a third party makes a compensation claim against him/her on the basis of statutory liability provisions in private law for an event occurring during the period of the insurance which has resulted in the death, injury or harm to health of persons (personal injury) the damage or destruction of property (material damage).
- (2) The insurance cover extends to the legal liability
 - a) arising from the properties, legal relationships or activities of the policyholder set out in the insurance certificate and its supplements (insured risk)
 - b) arising from increases or expansions of the insured risk insofar as they do not consist in the keeping or operating of aircraft, motor vehicles or water-borne craft (apart from rowing boats). In the event of increases of the assumed risk as a result of changes in existing or the issuing of new legal regulations, the following applies: The insurer is entitled to terminate the insurance relationship observing a period of notice of one month. The right of termination ceases however if it is not exercised within one month of the time at which the insurer becomes aware of the increased risk, or if the situation which existed before the increase is restored.
 - c) arising from risks which newly arise for the policyholder after taking out the insurance, in accordance with §2 (Provident insurance)
- (3) The insurance cover can be extended by special agreement to statutory liability for pecuniary damages which have occurred neither through personal injury nor material damage, as well for mislaid articles. The provisions for material damage apply to mislaid articles.

§ 2 Provident insurance

For provident insurance (§ 1 no. 2 c) the following special conditions apply in addition to the other provisions of the policy:

- (1) The insurance cover begins immediately with the start of a new risk without special notification being required. However, the policyholder must, at the request of the insurer, which can also be in the form of a note attached to the premium invoice, notify every newly occurring risk within one month of receipt of this request. If the policyholder does not notify the new risk in time or if within one month of receipt of the notification by the insurer agreement about the premium for the new risk has not been reached, the insurance cover for this lapses retrospectively as of the start of the risk. In the event of an insurance claim before the new risk has been notified the policyholder must provide evidence that the new risk only occurred after taking out the insurance and at a time at which the notification deadline had not expired.
- (2) The insurance cover is limited to the sum of 500.000 EUR for personal injury and 150.000 EUR for material damage unless lesser insured sums have been set out in the insurance certificate.
- (3) The insurance cover does not extend to risks associated with:
 - a) the ownership, operation of railways, theatres, cinema and film enterprises, circuses and platforms, also of aircraft and water-borne craft of any type (apart from rowing boats) and driving such vehicles as well as hunting
 - b) manufacturing, processing, storing, transporting, using and trading in explosive substances insofar as a separate official licences is required for this
 - c) the keeping or driving of motor vehicles

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

I.

- (1) The insurance cover begins at the time indicated on the insurance certificate if the policyholder has paid the first or one-off premium in time.
- (2) The charged amount includes the insurance tax, which the policyholder has to pay in accordance with the legally stipulated sum.

II.

- (1) Unless otherwise agreed the first or one-off premium is due immediately on taking out the policy. The payment is considered to be on time if it is made immediately after receipt of the insurance certificate and the payment request, as well as at the end of the objection deadline of 14 days set out in the insurance certificate. If payment of the annual premium in instalments is agreed the first premium is considered to be the first instalment of the first annual premium.
- (2) If the policyholder does not pay the first or one-off premium at the due time, but at a later time, the insurance cover only begins as of this time.
- (3) If the policyholder does not pay the first or one-off premium in time, the insurer can withdraw from the policy as long as the premium has not been paid. It is considered as withdrawal if the insurer does not legally claim the first or one-off premium within three months of taking out the policy.
- (4) If the direct debiting of the premium from an account has been agreed the payment is considered as being on time if the premium can be debited on the due date as indicated in the insurance certificate and the policyholder does not object to an authorised debit. If the due premium could not be debited by the insurer through no fault of the policyholder the payment is still on time if it is made immediately after a written payment request by the insurer. If the policyholder is responsible for the premium not being able to be debited on repeated occasions the insurer is entitled to request future payment without direct debit.
- (5) If the first premium is not paid on time the policyholder is considered as being in default 30 days after the expiry of the objection period of 14 days as set out in the insurance certificate and after receipt of a payment request, unless the policyholder is not responsible for the delayed payment. The insurer is entitled to request compensation for the loss incurred through the delay.

III.

- (1) The insurer's payment obligation includes checking the liability question, the rejection of unjustified claims as well as the repayment of compensation which the policyholder has to pay on the basis of an acknowledgment issued or approved by the insurer, a concluded or approved settlement or a judicial decision. If the payment obligation of the insurer has been established the payment must be made within two weeks. If in criminal proceedings based on a damages event which could result in a liability claim covered by the insurance, the appointment of a defence lawyer for the policyholder is requested or approved, the insurer bears the fee-related, possibly specially agreed higher costs of the defence lawyer. If the policyholder has to stand surety in accordance with the law for an annuity owed as a result of the insurance claim or if he/she can defer the implementation of a judicial decision through standing surety or depositing, the insurer must stand surety or deposit in his/her place.
- (2) The insured sums indicated in the insurance certificate constitute the maximum limit per claim for the extent the insurer's payment. This also applies if the insurance cover extends to several persons liable to pay damages. Several claims linked in time due to the same cause or several claims resulting from delivery of the same defective products are considered as one claim. It can be agreed that the policyholder pays an excess in the event of each incident amounting to a sum determined in the insurance certificate.
It can also be agreed that the insurer limits his overall payment for all claims in an insurance year to a multiple of the agreed insured sums.
- (3) If in a claim there is dispute about the entitlement between the policyholder and the injured party or his/her legal successor the insurer conducts the legal dispute on behalf of the policyholder at his expense.

IV.

- (1) If the liability claims exceed the insured sum the insurer only has to bear the cost of the proceedings as a proportion of the insured sum to the overall amount of the claims, even if several proceedings arising out of one incident are involved. In such cases the insurer is entitled to exempt himself from all further payment by paying the insured sum and his share of the costs corresponding to the insured sum.
- (2) If the policyholder has to pay annuity payments to the injured party and if the capital value of the annuity exceeds the insured sum or the remainder of the insured sum after deduction of any other payments arising out of the claim, the annuity to be paid will only be paid by the insurer at the proportion of the insured sum or its residual amount to the capital value of the annuity. The annuity value is calculated on the basis of the general mortality tables for Germany with an endowment nature 1987 R men and women and on the basis of accounting interest which takes the actual capital market interest in Germany into consideration. The arithmetic mean of the public yields of the past 10 years, as published by the German Federal Bank is taken as the basis for this. Subsequent increases and reductions in the annuity are calculated at the time of the original start of the annuity with the cash value of a deferred annuity in accordance with the above calculation principle. For calculating orphan benefits the age of 18 is agreed as the earliest end date. For the calculation of injured party benefits the age of 65 is agreed as the earliest end date in the case of wage-earners, unless otherwise agreed by a judgement, settlement or other decision, or the circumstances forming the basis of the determination change. In calculating the sum with which the policyholder must participate in the on-going annuity payments, if the capital value of the annuity exceeds the insured sum or remainder of the insured sum after deduction of other payments the other payments are deducted to their full amount from the insured sum.
- (3) If the handling of a liability claim through acknowledgment, satisfaction or settlement requested by the insurer fails through the resistance of the policyholder, the insurer is not responsible for the additional costs of the main proceedings, interests and costs incurred by the refusal.

§ 4 Exclusions

I.

Unless otherwise expressly set out in the insurance certificate the insurance cover does not extend to:

- (1) Liability claims which on the basis of agreement or special consent go beyond the statutory liability of the policyholder
- (2) Claims for salaries, pensions, wages and other stipulated payments, care, medical treatment in the event of inability to work, benefit claims (cf. for example §§ 616, 616 Federal Code, 63 Commercial Code, 39 and 49 Seamen's law and the appropriate provisions of the business order of the Social Welfare Code VII and the Federal Social Welfare law) as well as claims on the basis of tumult claims laws.
- (3) Liability claims on the basis of incidents occurring abroad, though claims on the basis of §110 Social Welfare Code VII are, however, covered.
- (4) Liability claims as a result of participation in horse, cycle or motor vehicle races, boxing or wrestling as well as the preparations therefor (training).
- (5) Liability claims based on material damage due to the gradual effect of temperature, gases, vapours or moisture, precipitation (smoke, soot, dust and suchlike), also waste water, mould formation, subsidence of land (also of works or parts thereof erected thereon), landslides, vibrations due to pile-driving work, floods or stationary or flowing waterways as well as damage to land by grazing animals and wild animals.
- (6) Claims for damage to third-party effects and all pecuniary damage arising therefrom
 - a) the policyholder has rented, leased, borrowed this property or acquired them through unlawful acts, or they are subject to a special administration agreement
 - b) the damage
 - has occurred through business or occupational activities of the policyholder on these effects (processing, repair, transportation, testing etc); in the case of immovable effects this exclusion only applies if these effects or parts thereof were directly affected by the activity,
 - has occurred through the policyholder using these effects to carry out his/her commercial or occupational activities (as tools, auxiliary agents, material storage area etc); in the case of immovable effects this exclusion only applies if these effects or parts thereof were directly affected by the use.
 - has occurred through a business or occupational activity of the policyholder and the effects – if immovable effects are involved – or parts thereof were in the immediate area of influence of the activity; this exclusion does not apply if the policyholder can prove that at the time of the activity he/she had taken all the necessary measures to prevent damage.If the prerequisites for the above exclusion are present in the persons of the employees, workers, officials, authorised representatives or agents of the policyholder the insurance cover also lapses, both for the policyholder and for any persons coinsured through the policy.
 - c) There is no insurance cover for claims:
 - relating to the fulfilment of contracts, subsequent fulfilment, self-undertaking, withdrawal, reduction, compensation instead of payment
 - relating to damage caused in order to implement improvement
 - due to failure of use of the subject matter of the policy or absence of success of the contractual obligation
 - relating to the reimbursement of futile expenses in anticipation of correct contract fulfilment
 - relating to compensation for pecuniary losses due to delayed performance
 - relating to substitute performance in place of fulfilment

This also applies if statutory claims are involved.

- (7) Liability claims for damages directly or indirectly connected to energy-rich ionising radiation (e.g. alpha, beta and gamma radiation emitted from radioactive substances, as well as neutrons or radiation generation in particle accelerators), as well as laser and maser radiation *
- (8) Liability claims for damages due to environmental effects and all further damage resulting from this. This also includes damage caused by fire and/or explosion. This does not apply
 - a) as part of the insurance of private liability risks or
 - b) if liability claims are made against the policyholder for damage due to environmental effects as a result of products (also waste) produced or delivered by the policyholder, through work or other activities after implementation or after completion of the work (product liability) unless this is a result of the planning, production, delivery, assembly, dismantling, repair or maintenance of
 - installations intended for the production, processing, storage, depositing, conveying or disposal of substances harmful to waterways (Waterways Act [WHG] installations)
 - installations in accordance with appendix 1 or 2 to the Environment Liability Law (UmweltHG installations)
 - installations which in accordance with environmental protection regulations must be authorised or notified, insofar as they are not WHG or UmweltHG installations,
 - waste water installations of part which are evidently intended for such installations
- (9) Claims relating to damages due to asbestos, substances or products containing asbestos

II.

Excluded from the insurance are:

- (1) Insurance claims by all persons who have deliberately caused the damage. In the case of delivery or manufacturing of goods, products or work, knowledge of the defective nature or harmfulness of the goods etc is the equivalent of malicious intent.
- (2) Liability claims
 - a) based on incidents involving relatives of the policyholder, who live in a joint household or who are persons coinsured in the insurance policy
 - b) between several policyholders of the same insurance policy
 - c) by legal representatives of persons incapable or incapable to a limited extent of managing their own affairs
 - d) by partners of companies without legal status who are personally liable without limitation
 - e) by legal representatives of juridical persons in private or public law as well as associations without legal status
 - f) by liquidatorsRelatives are spouses, partners in accordance with the cohabiting partnership law or equivalent partnerships in accordance with the law of other countries, parents and children, adopted parents and children, parents and children in law, step-parents and children, grandparents and grandchildren, siblings as well as foster parents and children (persons who are associated with each other through a family-like, long-term relationship as parents and children). The exclusions under b) to f) also extend to liability claims by relatives of the persons cited therein if they live in a joint household.
- (3) Liability claims based on the fact that the policyholder has not within an appropriate period rectified particularly dangerous circumstances which the insurer can by rights request, and has requested, to have eliminated. A circumstance which had resulted in damage continues to be considered as particularly risky.
- (4) Liability claims for personal harm resulting from the transmission of an illness of the policyholder, as well as material damage caused by animals belonging to, kept by or sold by the policyholder, unless the policyholder has not acted in a malicious or in a grossly negligent manner.
- (5) Liability claims for damage caused to work or effects produced or supplied by the policyholder (or third parties acting on his/her instructions or behalf) as a result of a cause lying in the production or supply and all pecuniary losses arising there from.

II. In the event of a claim (§§ 5, 6)

§ 5 Obligations of the policyholder, procedure

- (1) A claim in accordance with this policy is the incident, which could result in liability claims against the policyholder.
- (2) Every claim must be notified in writing to the insurer (§14) immediately, within one week at the latest. If investigation proceedings are initiated or a notice of prosecution or a warning is issued the policyholder must notify the insurer immediately, even if the claim has already been notified. If the injured party enforces his/her claim against the policyholder, he/she must notify this within one week of making the claim. If a claim is judicially made against the policyholder, if assistance with the proceedings costs is applied for or if the action is judicially notified, he/she must also notify this immediately. The same applies in the case of an arrest, a restraining order or evidence collection proceedings.
- (3) The policyholder must if possible, observing the directions of the insurer, ensure avoidance and reduction of the claim and do everything to clarify the incident if nothing undue is assumed of him/her. He/she must support the insurer in avoiding the claim and in assessing and settling the claim, submit comprehensive and truthful damage reports, inform him of all circumstances relating to the claim and forward all documents which in the view of the insurer are of relevance to assessing the claim.
- (4) If the liability claims results in a lawsuit the policyholder must leave the conduct of the case to the insurer, grant power of attorney to the lawyer appointed or designated by the insurer and provide all explanations deemed necessary by the this person or the insurer. Without awaiting the insurer's instructions, the policyholder must object in time to warning notices or orders relating to compensation from administration authorities or make use of the required legal remedies.
- (5) The policyholder is not entitled, without the prior consent of the insurer, to accept or satisfy a liability claim in full or in part or to agree a compromise. In the event of infringement the insurer is exempted from payment obligations, unless the policyholder could not in accordance with the circumstance refuse the satisfaction or acceptance without evident prejudice.
- (6) If as a result of changed circumstances the policyholder acquires the right to request the cancellation or reduction of a payable annuity, he/she must have the insurer exercise this right in his/her name. The provisions of numbers 3 to 5 apply accordingly.

* The compensation of damage caused by nuclear energy is determined by the Nuclear Act. The operators of nuclear installations are liable for cover provision and taking out liability insurance for this.

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

§ 6 Legal consequences of breach of obligations

I.

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

II.

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

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

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

- (1) If the insurance extends to liability claims against persons other than the policyholder himself/herself, all the provisions in the insurance policy relating to the policyholder apply to these persons accordingly. Exercising the rights arising out of the insurance policy is the exclusive responsibility of the policyholder, who remains responsible for fulfilling the obligations along with the insured person.
- (2) Claims by the policyholder himself/herself or the persons named in § 4 number II.2 against the insured persons as well as claims among the insured persons are excluded from the insurance.
- (3) Before having been definitively established, the insurance claims cannot be transferred without the express consent of the insurer.

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

I.

- (1) Unless otherwise agreed the subsequent premiums are due on the first of the month of the agreed premium payment period. The payment is considered to be on time if it has been made at the time indicated on the insurance certificate or in the premium invoice. The charged premium includes the insurance tax which the policyholder has to pay at the statutory rate.
- (2) If the direct debiting of the premium from an account has been agreed the payment is considered as being on time if the premium can be debited on the due date as indicated in the insurance certificate and the policyholder does not object to an authorised debit.
If the due premium could not be debited by the insurer through no fault of the policyholder the payment is still on time if it is made immediately after a written payment request by the insurer.
If the policyholder is responsible for the premium not being able to be debited on repeated occasions the insurer is entitled to request future payment without direct debit.
- (3) If the subsequent premium is not paid on time the policyholder is in default without a reminder, unless he/she is not responsible for the late payment. The insurer will request payment in writing and set a payment deadline of at least two weeks. The insurer is entitled to claim compensation for the loss incurred by the delay.
- (4) If the policyholder is still in default on expiry of this payment deadline, no insurance cover exists as of this time until payment is made if this has been indicated to him/her in the payment request.
- (5) If on expiry of this payment period the policyholder is still in default with the payment, the insurer can cancel the policy without notice if he has pointed this out to the policyholder in the payment request. Cancellation can also be announced when determining the payment deadline. In this case the cancellation takes effect on expiry of the payment period if the policyholder is still in default with the payment at this time. This must be pointed out to the policyholder in the payment request. If the insurer has cancelled the policy and the policyholder pays the outstanding sum within one month of the cancellation, or if the cancellation is linked to the deadline determination within one month of expiry of the payment deadline, the policy is continued. For claims arising between the receipt of the cancellation and the payment there is, however, no insurance cover.
- (6) If payment of the annual premium in instalments has been agreed the still outstanding instalments become due immediately if the policyholder is in arrears with the payment of one instalment. The insurer can also demand annual premium payment in future.

II.

- (1) The policyholder must, when requested by the insurer, which can be by way of a notice printed on the premium invoice, indicate whether and what changes to the insured risk have occurred in the details given for the purpose of assessing the premium. This information must be provided within one month of receipt of the request. At the request of the insurer these details must be verified by way of the business books or other evidence. Incorrect details to the detriment of the insurer entitle the insurer to impose on the policyholder a contractual penalty amounting to three times the amount of the determined premium difference if the policyholder cannot prove that the incorrect details were provided through no fault of his/her own.
- (2) On the basis of the notification of changes or other findings the premium is corrected in accordance with the time of the change. However, it may not be less than the minimum premium that applied in accordance with the insurer's prices at the time of taking out the policy. All increases occurring in accordance with § 8 number III after taking out the insurance, or reductions in the minimum premium are taken into account. In the event of a risk ceasing to exist any reduced premium is calculated as of the time of notification.
- (3) If the policyholder does not submit the above notification in time, the insurer can, for the period for which the details were to be given, demand a subsequently payable sum amounting to the premium already paid for this period instead of premium regulation (number II.1). If the details are subsequently provided, but still within two months of receipt of the request for subsequent payment, the insurer must repay any premium sum paid in excess.
- (4) The above provisions also apply to insurance policies with premiums paid in advance for several years.

III.

- (1) On 1st July of each year an independent trustee determines by which percentage the average claims payments which insurers approved for providing general liability insurance have made in the past calendar year have increased or decreased compared to the previous year. The determined percentage is rounded down to the next lowest whole number divisible by five. Claims payments are also considered to be costs arising through individual claims for damage investigation which have been incurred in order to determine the basis and amount of the insurance payments. The average of the claims payments in a calendar year is the sum of the claims payments made during the year divided by the number of newly registered claims within the same period.
- (2) In the event of an increase the insurer is entitled, and in the event of a decrease obliged to adjust the following year's premium by the percentage resulting from number 1 paragraph 1 clause 2 (premium adjustment). If the average of the insurer's claims payments has increased in each of the last five calendar years by a percentage lower than that determined by the trustee for each of these years in accordance with number 1 paragraph 1 clause 1, the insurer may only increase the premium for the following year by the percentage by which his claims payments have increased in the previous calendar year in accordance with his internal company figures, this increase must not exceed that which would result in accordance with the above paragraph.
- (3) If the change in accordance with number 1 paragraph 1 or number 2 paragraph 2 is under 5 percent, premium adjustment does not take place. However, this change must be taken into consideration in the following years.
- (4) The premium adjustment applies to the following year's premiums due after 1st July. It is notified to the policyholder with the premium invoice.
- (5) If the following year's premium is calculated on the basis of a salary, building or turnover sum no premium adjustment takes place. This does not apply to minimum premiums.

IV.

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

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

I.

- (1) The policy is taken out for the period indicated on the insurance certificate.
- (2) With a policy duration of at least one year the policy is extended by one year at the end of the agreed period unless the other party has received written notice of cancellation at least three months before expiry.
- (3) In the case of a policy duration of less than one year the policy ends at the envisaged time without notice being required.

- II.
- (1) If the premium increases on the basis of the premium adjustment in accordance with § 8 number III.2 without the scope of the insurance cover changing, the policyholder can cancel the insurance policy with immediate effect within one month of notification by the insurer, but at the earliest at the time at which the premium increase was to take effect. An increase in insurance tax does not constitute a cancellation right.
 - (2) The insurance relationship can also be cancelled if the insurer has made a compensation payment on the basis of a claim or the liability claim is pending in court or the insurer has refused to pay the due insurance.
 - (3) The cancellation notice must be received by the other party within one month of the claim payment or liability claim becoming pending in court or the payment refusal by the insurer.
 - (4) If the policyholder cancels his/her cancellation becomes effective immediately on receipt by the insurer. However, the policyholder can determine that the cancellation should take effect at a later point in time, but at the latest at the end of the current insurance year.
 - (5) If the policy is cancelled the insurer is only entitled to the portion of the premium which corresponds to the elapsed policy period.
 - (6) In the case of a policy duration of more than five years the policy can be cancelled at the end of the fifth year or each following year, notice of cancellation must be received by the other party at least three months before the end of the insurance year in question.
- III.
- (1) If a company for which company liability insurance exists is sold to a third party, this third party assumes the rights and obligations of the policyholder arising for the duration of ownership from the insurance relationship. This also applies if a company is taken over by a third party on the basis of a usufruct, lease agreement or a similar relationship.
 - (2) In this event the insurance relationship can be cancelled
 - a) by the insurer vis-à-vis the third party with a period of notice of one month
 - b) by the third party vis-à-vis the insurer with immediate effect of at the end of the current insurance period.
 - (3) The right of cancellation lapses
 - a) if the insurer does not exercise it within one month of the time of becoming aware of the transfer to the third party
 - b) if the third party does not exercise it within one month of the transfer, whereby the cancellation right remains in existence to the end of one month from the time the third party became aware of the insurance.
 - (4) If the transfer to a third party takes place during a current insurance period, the former policyholder and the third party are jointly liable for the insurance premium for this period.
 - (5) The transfer of a company must be notified to the insurer immediately by the former policyholder or the third party. In the event of a culpable breach of the notification obligation there is no insurance cover if the claim arises more than one month after the time at which the insurer should have been notified, unless this legal consequence is out of proportion to the severity of the breach.
The insurance cover does not cease despite breach of the notification obligation if the insurer was aware of the sale at the time he should have been notified.
The insurance cover is restored and applies to all claims which arise at least one month after the time the insurer becomes aware of the sale. This only applies if the insurer has not exercised his right of cancellation during this month.
- IV.
- If insured risks completely and permanently cease to exist the insurance relating to these risks lapses.
- V.
- (1) Double insurance is present if an interest is insured against the same risk in several insurance policies.
 - (2) If double insurance has come about without the knowledge of the policyholder, he/she can request the cancellation of the policy taken out later.
 - (3) The right of cancellation lapses if the policyholder does not exercise it immediately he/she becomes aware of the double insurance. The cancellation takes effect on expiry of the insurance period during which it is requested.

§ 10 Expiry, claim limitation

- (1) Claims arising from the insurance policy expire in two years. The period begins at the end of the year in which the claim can be made. If a claim by the policyholder has been registered with the insurer, the period from the claim notification to the receipt of the written decision by the insurer is not included when determining the deadline.
- (2) If the insurer has rejected the insurance cover, insurance cover cannot be claimed if the policyholder does not judicially enforce this within six months. The deadline begins with receipt of the written rejection by the insurer. The legal consequences of missing the deadline only come into force if the insurer has pointed out the necessity of timely judicial enforcement.

§ 11 Precontractual notification obligations of the policyholder

- I.
- (1) The policyholder or his/her authorised representative are obliged to notify the insurer at the time of taking out the policy of all known risk-relevant circumstances in writing, truthfully and completely, and, in particular, to answer the questions in the insurance application in the same manner. Risk-relevant are circumstances which could have an influence on the insurer's decision to conclude the policy at all or conclude it with the agreed contents. In cases of doubt a circumstance which the insurer has expressly asked about in writing is considered as being of relevance to the risk.
 - (2) If the policy is taken out by an authorised representative of the policyholder or by a representative without representative authority and if this person is aware of the risk-relevant circumstance, the policyholder must be treated as if he/she was aware of it or has deliberately concealed it.
- II.
- (1) Incomplete and incorrect details relating to risk-relevant circumstances entitle the insurer to withdraw from the insurance policy. This also applies if a circumstance has been incorrectly or incompletely notified because the policyholder has deliberately concealed knowledge of the truth. Withdrawal can only take place within one month. The deadline begins at the time the insurer becomes aware of the breach of the notification obligation. Withdrawal takes place by way of a declaration vis-à-vis the policyholder.
 - (2) The insurer is not entitled to withdraw if he did not know about the unnotified risk-relevant circumstances or their incorrect notification. The same applies if the policyholder proves that neither he/she nor his/her authorised representative deliberately provided incorrect or incomplete details. If the policyholder had to notify the risk-relevant details on the basis of written questions posed by the insurer, the insurer can only withdraw due to omission to notify a circumstance that was not expressly asked about if this circumstance was deliberately concealed by the policyholder or his/her authorised representative.
 - (3) In the event of withdrawal there is no insurance cover.
If the claim has already arisen the insurer may not refuse insurance cover if the policyholder can prove that the incompletely or incorrectly notified circumstance has had no influence on the occurrence of the claim or the extent of the payment. In the event of withdrawal the insurer and the policyholder must return the received payments; interest is payable on a sum of money from the time of receipt. However, the insurer retains his entitlement to the part of the premium which corresponds to the policy period that had elapsed at the time of withdrawal.
- III.
- If the insurer's right of withdrawal is ruled out because a policyholder's notification obligation was breached through no fault of the policyholder, the insurer is entitled to this premium as of the start of the current insurance period if a higher premium is appropriate for the increased risk. The same applies if on taking out the policy a circumstance of greater relevance to assuming the risk has not been notified to the insurer because the policyholder was not aware of it. If the increased risk in accordance with the principles governing the insurer's business is not assumed even for a higher premium, the insurer can cancel the insurance policy with a period of notice of one month of the insurer becoming aware of the breach of obligation. The cancellation comes into effect one month after notice has been received by the policyholder.
The right to increase premiums or cancellation lapses if it is not exercised within one month of the time at which the insurer becomes aware of the breach of the notification obligation or the unnotified circumstance.
- IV.
- The right of the insurer to dispute the policy due to wilful deception with regard to the risk circumstances remains unaffected.

§ 12 Applicable law

German law applies to the policy.

§ 13 Places of jurisdiction

- (1) For complaints against the insurer arising out of the insurance policy the legal jurisdiction is determined on the basis of the domicile of the insurer or the subsidiary of the insurer responsible for the insurance policy. If an insurance agent has been involved in bringing about the policy the court of the location in which insurance agent has his/her business premises for brokering or concluding policies, or in the absence of commercial premises, his/her place of residence, is also responsible.
- (2) Claims by the insurer against the policyholder can be lodged with the competent court at the place of residence of the policyholder. If the insurance policy involves company insurance the insurer can also enforce the claims at the court responsible for the company domicile or subsidiary of the policyholder.

§ 14 Notifications and declarations of intention

- (1) All notifications and declarations intended for the insurer must be submitted in writing. They should be addressed to the insurer's head office or to the office designated on the insurance certificate or its appendices.
- (2) If the policyholder has changed his/her address but has not informed the insurer, for a declaration of intention to be delivered to the policyholder it is sufficient to send a registered letter to last address known to the insurer. The declaration becomes effective at the time it would have been delivered to the policyholder by normal means of conveyance if the address had not changed.
- (3) If the policyholder has taken out company insurance, the provisions of number 2 apply accordingly in the event of relocation of the company

Special Terms and Descriptions of Risk Relating to Liability Insurance for Travelers - AH 0800

1. Personal Liability Insurance

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

The policy does not cover perils:

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

2. Family/Sports

The insurance includes cover for legal liability:

- 2.1 as a head of the family and household, e.g., resulting from the legal obligation to exercise proper supervision of minors;
- 2.2 as a cyclist;
- 2.3 arising from the practice of sport, including the practice of hunting, if no compulsory insurance is mandated during the practice of hunting in the respective country.

3. Damage to Rented Property

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

3.2 Coverage does not apply to:

3.2.1 liability claims due to:

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

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

3.3 Sum insured 50.000 EUR.

Overall coverage for all losses for each year of coverage is limited to twice this sum.

4. Sewage

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

5. Gradual Damage

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

6. Animals

Coverage also applies to legal liability:

- 6.1 arising as the keeper or custodian of tame pets, small tame domestic animals and bees, though not of dogs, cattle, horses, other riding animals and draft animals, wild animals, and animals that are kept for commercial or agricultural purposes;
- 6.2 arising as a rider when using horses belonging to a third party for private purposes;
- 6.3 arising from the minding of dogs belonging to a third party, provided this is not conducted on a commercial basis.
Obligations under the animal keeper's liability insurance shall take precedence over this policy coverage.
Coverage does not extend to the minding of dogs, which are kept or owned by additional insured persons.
- 6.4 This policy does not cover any claims on the part of the animal keeper or owner.

7. Motor Vehicles, Aircraft, and Watercraft

7.1 This policy does not cover the liability of the owner, proprietor, keeper, or driver of a motor vehicle, aircraft, or watercraft due to damage caused by use of the vehicle or craft.

7.2 However, the policy does cover legal liability due to loss or damage caused through the use

7.2.1 of the following self-propelled land vehicles, as far as they are not subject to compulsory insurance coverage:

- motor vehicles, with no stipulated maximum speeds, which only operate on non-public ways or areas;
- motor vehicles with a design-based maximum speed of no more than 6 km/h;
- remote-controlled model cars.

7.2.2 of the following watercraft:

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

7.3 The insurer is released from the obligation to pay if, upon the occurrence of the insured event, the driver of a vehicle listed under Section 7.2:

- does not have the mandatory official driver's license;
- was not authorized to be driving the vehicle.

The obligation to pay shall continue to apply with respect to the Insured, if the Insured, through no fault of his/her own, might have assumed that the authorized driver was in possession of the required driver's license, or if an unauthorized person was in charge of the vehicle.

8. Occasional Use of Motor-Assisted Boats Belonging to Third Parties

Contrary to Section 9.2.3, the policy covers legal liability due to loss or damage caused by the use of motor-assisted boats belonging to third parties (including motor-assisted sailboats) with an engine power of up to 55 kW (75 HP), as far as this use is occasional and is only exercised temporarily in each case up to a maximum of four weeks.

Coverage shall apply only insofar as the liability insurance of the keeper of the third-party boat is not obliged to grant coverage to the authorized driver of the boat.

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

- are kept by or are in the possession of additional insured persons;
- are taken into safekeeping or possession for an uninterrupted period of more than four weeks.
- The insurer is exempt from the obligation to pay if, upon the occurrence of the insured event, the driver of the vehicle:
- does not have the mandatory official driver's license;
- was not authorized to be driving the vehicle.

The obligation to pay shall continue to apply with respect to the Insured, if the Insured, through no fault of his/her own, might have assumed that the authorized driver was in possession of the required driver's license, or if an unauthorized person was in charge of the vehicle.

9. Insured Events during Periods Spent Abroad

- 9.1 Contrary to § 4 (I) (3) of the AHB, coverage includes legal liability arising from insured events occurring abroad during a period spent abroad.
- 9.2 Coverage also applies to legal liability arising from temporary usage or rental (not possession) of houses and apartments situated abroad.
- 9.3 The insurer shall make all payments in euros. If the place of payment should be situated outside the countries that belong to the European Monetary Union, then the insurer's obligations shall be considered to have been fulfilled at the point at which the sum in euros is remitted to a financial institution situated within the European Monetary Union.

10. Weapons, Ammunition, and Projectiles

Coverage also applies to legal liability arising from the licensed private ownership and from the use of cutting weapons, thrust weapons, and firearms, as well as ammunition and projectiles, including the practice of hunting, if no compulsory insurance is mandated during the practice of hunting in the respective country. Coverage shall not apply to the use of the aforementioned weapons for criminal offenses.

11. Changes in Water Quality

Coverage (including the handling of economic loss and damage to property) applies to the Insured's legal liability for the direct or indirect consequences of changes to the physical, chemical, or biological conditions of a body of water, including the groundwater (damage done to waterways), with the exception of the Insured's liability as the owner of facilities used to store water-endangering substances and arising from the use of these stored substances (coverage for this purpose is exclusively granted through a separate agreement).

11.1 Insured Facilities

- Contrary to Section 14, coverage does, however, apply to the Insured's legal liability as the owner of facilities for storing water-endangering substances in containers with a capacity of up to 50 liters/kilograms (small containers), insofar as the overall capacity of the available small containers does not exceed 500 liters/kilograms, as well as the legal liability arising from the use of these substances.
- If these quantities are exceeded, then coverage shall no longer apply. § 1 (2) of the AHB (Increase and Extension of Insured Risk) and § 2 of the AHB (Insurance of Future Risks) do not apply.

11.2 Costs of Rescue Operations

Any expenditure, whether effective or not, which the Insured might reasonably have supposed to have been necessary in order to prevent or minimize the damage or loss in an insured event (costs of rescue operations), as well as the out-of-court costs of expert appraisers, shall be borne by the insurer to the extent that, when taken together with the compensation, they do not exceed the sum insured for damage to property. The provisions of the AHB shall continue to apply in relation to legal costs and lawyers' fees.

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

11.3 Violations/Breaches of Duty

Coverage excludes liability claims against persons who have brought about the loss or damage through deliberate deviation from the laws and regulations or decrees and official orders directed at the Insured for the purpose of protecting waters and waterways.

11.4 Dangers to the Public

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

12. Loss of Private Keys Belonging to Third Parties

Supplementing § 1 (3) of the AHB and contrary to § 4 (I) (6) a) of the AHB, coverage includes legal liability arising from the loss of private keys belonging to third parties (including primary/master keys for central locking systems), which were lawfully in the safekeeping of the Insured.

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

In the case of individual owners, the insurance covers liability claims of the community of condominium owners. Liability to pay does not extend, however, to the co-ownership share in the joint property.

12.1 The policy excludes claims arising from:

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

12.2 Sum insured 20.000 EUR. Overall coverage for all losses for each year of coverage is limited to twice this sum.

13. Economic Loss

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

The policy excludes claims arising from:

- loss or damage arising through work performed or items produced or delivered by the Insured (or by third parties on behalf or on account of the Insured);
- loss or damage caused by the harmful effects of the continuous impact of air pollution, noise, odor, vibrations, and similar phenomena;
- work involving planning, consulting, site supervision, construction supervision, testing, or expert appraisal;
- activities in connection with financial and credit transactions or the conduct of insurance, property, leasing, or other similar commercial business, as well as from payment transactions of all kinds, cash management, and from embezzlement and fraud;
- the infringement of intellectual property rights and copyright;
- failure to adhere to deadlines, time limits, cost estimates, and quotations;
- advice, recommendations, or orders given to economically linked companies;
- rationalization and automation, provision of information, translation, travel agency, and travel arrangements;
- deliberate deviation from statutory or official provisions, from the client's instructions or terms, or from any other deliberate breach of duty;
- the loss of property, including money, securities, and valuables, for example.

Sum insured 200.000 EUR. Overall coverage for all losses for each year of coverage is limited to twice this sum.

14. Material Damage – Acts of Kindness

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

The insurer shall not invoke a tacit exclusion of liability in the event of acts of kindness on the part of the Insured or additional insured persons, as far as this satisfies the wishes of the Insured and as far as a different insurer (e.g., an insurer providing comprehensive insurance) is not liable to pay.

Contributory negligence of the injured party shall be taken into account.

Insured sum: see insurance policy.

15. Restrictions on Location of Insurance Cover

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

General Terms of Insurance for Baggage (AVB Reisegepäck 1992)

§ 1 Insured Objects and People

- (1) The insurance policy covers the entire baggage of the insured person, of family members traveling with the insured person, and of his/her common law spouse and any spouse's children listed in the insurance policy, as long as these individuals live with the policyholder in a joint household.
Persons living in a joint household with the policyholder who undertake travel alone or separately shall only be covered by the policy if a special agreement has been made.
- (2) All objects pertaining to personal travel requirements taken on a trip, carried on the body or in clothing, or conveyed by a conventional means of transportation shall be deemed to be baggage. Gifts and souvenirs acquired on the trip shall also be considered to be baggage. Objects that are usually only carried for professional purposes shall only be insured if a special agreement has been made.
Objects that are permanently kept in a place that is not the policyholder's principal residence (e.g., in second homes, boats, trailers/mobile homes) shall only be deemed to be baggage in the event that they are taken from this place on trips, journeys, or walks.
- (3) Collapsible boats, folding canoes, inflatables, and other sports equipment, including accessories hereto, shall only be covered while they are not being put to their intended use. Outboard motors are always excluded regardless of the situation.
- (4) Furs, jewelry, objects made of precious metals, photographic and film equipment and portable video systems, including their accessories in each case, shall only be insured – notwithstanding the compensation limit specified in § 4 (1) – if they:
 - a) are carried/used properly,
 - b) are carried securely in personal safekeeping,
 - c) are handed over to a hotel or other form of lodging for safekeeping, or
 - d) are located in a properly locked room of a building, passenger ship, or guarded check room (however, this shall only apply to objects made of precious metals if, in addition, they are accommodated in a sealed container, which offers an increased level of security that also protects against removal of the container itself).Furs, photographic and film equipment and portable video systems, including their accessories in each case, shall also be covered if they are placed in a properly sealed container, which does not allow the contents to be seen, belonging to a transport company or baggage room/checkroom.
- (5) The following are not insured: money, securities, tickets, certificates and documents of any kind, objects of predominantly artistic or sentimental value, contact lenses, prostheses of any kind, as well as land, air, and water vehicles, including accessories thereto, including bicycles, hang-gliders and windsurfing equipment (however, see (3) in relation to collapsible boats and inflatables). However, the insurance does cover identification papers (§ 9 (1) d).

§ 2 Insured Risks and Damage

- Insurance coverage shall apply:
- (1) if insured objects are lost, destroyed, or damaged while the baggage is in the safekeeping of a transport company, a hotel or other form of lodging, a porter, or a baggage room/check room;
 - (2) during the remainder of the journey for the forms of damage listed in (1) caused by:
 - a) theft, burglary, robbery, extortion with robbery, willful destruction, or maliciousness on the part of third parties (malicious damage to property);
 - b) loss – not including leaving something behind – up to the limit of compensation stipulated in § 4 (2);
 - c) an accident involving a means of transportation or an accident on the part of an insured party;
 - d) the nonintentional effects of water, including rain and snow;
 - e) storms, fires, lightning strikes, or explosions;
 - f) force majeure;
 - (3) if baggage is not handed over in due time (if baggage does not reach the destination on the same day as the insured).

The substantiated cost of replacement purchases up to 10 percent of the sum insured shall be reimbursed to a maximum of EUR 400.

§ 3 Exclusions

- (1) Excluded Risks
The following risks are excluded:
 - a) war, civil war, warlike events, or civil unrest;
 - b) nuclear energy *;
 - c) confiscation, deprivation or removal, or other interventions by the authorities.
- (2) Damage Not Subject to Compensation
The insurer shall not compensate for damage that:
 - a) is caused by the natural or deficient properties of the insured objects, or by wear and tear;
 - b) occurs during camping within the area utilized for this purpose, unless a special agreement has been made in this respect.

§ 4 Damage Subject to Limited Compensation

- (1) Damage to furs, jewelry, objects made of precious metals, photographic and film equipment and portable video systems, including their accessories in each case (§ 1 (4)), are covered to a maximum total of 50 percent of the insured sum per insured event. This does not affect § 5 (1) d) and the second sentence of (2).
- (2) Damage:
 - a) as a result of loss (§ 2 (2) b)
 - b) to gifts and souvenirs acquired on the trip is in each case covered to a maximum total of 10 percent of the insured sum, up to a maximum of EUR 400 per insured event.

§ 5 Insurance Coverage in Motor Vehicles and Recreational Watercraft

- a) a) Coverage only extends to theft or burglary from motor vehicles or trailers parked without supervision on condition that the baggage is located in a fully enclosed and properly locked interior or trunk.
- b) The insurer shall only be liable for the full insured sum if it can be proven that:
 - the damage took place between 6 a.m. and 10 p.m., or
 - the motor vehicle or trailer was parked in a locked garage (parking lots and underground car parks for public use are not sufficient), or
 - the damage occurred during a break in the journey of no longer than two hours.
- c) If the policyholder is unable to demonstrate any of the conditions cited under b), then compensation shall be limited to EUR 250 per insured event.
- d) Furs, jewelry, objects made of precious metals, photographic and film equipment and portable video systems, including their accessories in each case, are **not** insured in motor vehicles or trailers parked without supervision.
- (2) With regard to unsupervised recreational watercraft, the policy only covers theft, burglary, and willful destruction or maliciousness on the part of third parties (malicious damage to property) if the objects are located in a fully enclosed interior of the watercraft, which is secured with a security lock (cabin, box, or similar). Furs, jewelry, objects made of precious metals, photographic and film equipment and portable video systems, including their accessories in each case, are not covered in unsupervised recreational watercraft.
- (3) Supervision shall only be deemed as being the constant presence with the object to be safeguarded of an insured person or a person of trust appointed by the insured, not, however, the guarding of a place that is open to general public use or a similar situation.
- (4) Should the policyholder or the insured neglect one of these obligations, then the insurer shall be entitled to terminate the agreement or refuse to pay for claims to the extent stipulated in § 6 (1) and (2) of the German Insurance Act ["VVG" – *Versicherungsvertragsgesetz*].

* In the Federal Republic of Germany, compensation for loss or damage resulting from nuclear energy is governed by the Atomic Energy Act. Operators of nuclear facilities are obliged to provide coverage and conclude liability insurance policies for this purpose.

§ 6 Commencement and End of Coverage, Scope

- (1) Within the agreed term of the agreement, coverage commences at the point at which insured objects are removed from the permanent residence of the insured for the purpose of immediately embarking on the journey and ends as soon as the insured objects are returned to said permanent residence. If, in the event of a trip taken by motor vehicle, the baggage is not unloaded immediately upon arrival at the permanent residence, then coverage shall end upon said arrival.
- (2) In the case of insurance agreements of less than one year's duration, coverage shall be extended beyond the agreed term up until the end of the journey, if this is delayed for reasons that fall outside the scope of the insured's responsibility and if the insured is not in a position to apply for a renewal.
- (3) However, insurance agreements of at least one year's duration are automatically renewed from one year to the next unless they are cancelled by one of the parties in writing at least three months prior to their expiration.
- (4) The insurance coverage applies to the agreed region.
- (5) Trips, walks, and stays within the insured's permanent place of residence are not deemed to be travel.

§ 7 Insurable Value, Sum Insured

- (1) The sum insured should correspond to the insurable value of the entire insured baggage according to § 1. Gifts and souvenirs acquired on the journey are not taken into consideration.
- (2) The insurable value shall be the amount that is generally required to procure new items of the same type and quality at the permanent residence of the insured, minus an appropriate amount to reflect the condition (age, wear, use, etc.) of the insured objects (current value).

§ 8 Premium

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

§ 9 Compensation, Underinsurance

- (1) In the event of a claim, the insurer shall reimburse:
 - a) the agreed value at the time the damage occurred for destroyed and lost objects;
 - b) required repair costs and, if applicable, the remaining reduction in value, to a maximum of the insurable value, for damaged objects that can be repaired;
 - c) only the value of the materials for films, image media, sound media, and data media;
 - d) official charges for the replacement of identity cards, passports, motor vehicle documents, and other identification documents.
- (2) Consequential financial loss shall not be reimbursed.
- (3) If the insured sum according to § 7 is lower than the insurable value of the insured event (underinsurance), then the insurer shall only indemnify in line with the proportional relationship between the insured sum and the insurable value.

§ 10 Obligations

- (1) The policyholder or insured party shall
 - a) report all cases of damage to the insurer without delay;
 - b) avert and minimize damage wherever possible, in particular, by submitting claims against third parties for compensation properly and in due time (e.g., against railway companies, mail forwarding companies, shipping firms, airlines, or hotel proprietors) or securing these claims in another manner and by following the insurer's instructions;
 - c) do everything in their power that could help clarify and resolve the matter. All documents that substantiate the reason for and level of the claim for compensation must be submitted, to the extent that the procurement of said documents can reasonably be expected of the policyholder or the insured. On request, the policyholder or the insured shall also submit a list of all the objects insured according to § 1 at the point at which the damage occurred.
- (2) Damage that occurs in the safekeeping of a transport company (including damage resulting from failure to deliver items in due time according to § 2 (3)) or of a hotel or other form of lodging must be reported to said transport company, hotel, or other form of lodging without delay. Certification of this shall be submitted to the insurer. In the case of damage that is not visible externally, the transport company shall be requested to view the damage and certify it immediately after its discovery. The relevant deadlines for making complaints in each case shall be observed.
- (3) Damage resulting from criminal action (e.g., theft, robbery, and malicious damage to property) must in addition, be reported to the competent police station without delay, including submission of a list of all the objects lost. The insured shall ensure that this is officially certified by the police. In the case of damage resulting from loss (§ 2 (2) b), the insured shall make inquiries at the lost and found.
- (4) If the policyholder or insured violates one of the above obligations, the insurer shall be exempt from the duty to pay, unless said violation was neither deliberate nor due to gross negligence. In the case of gross negligence with regard to the obligations stipulated in sections (1) a) and c), (2), and (3), the insurer shall remain obliged to pay as long as the violation has had no influence on the determination or scope of the indemnification. In the case of gross negligence with regard to the obligations stipulated in section (1) b), the insurer remains obliged to pay to the extent that the scope of the damage would not have been reduced even if the obligation had been properly fulfilled. This does not affect § 6 of the German Insurance Act.
- (5) If a deliberate violation of an obligation has no influence, either on the assessment of the claim or the determination or scope of the compensation, then the right to refuse to pay according to (4) shall not apply if the violation was not of a nature that would seriously impair the interests of the insurer and if, in addition, no major blame lies with the policyholder or the insured.

§ 11 Special Reasons for Forfeiture

- (1) The insurer shall be exempt from the obligation to pay if the policyholder or insured have caused the insurance claim deliberately or through gross negligence or if, as a result of the claim, they deliberately make untrue statements, particularly in reporting the damage, even if this has no disadvantageous impact on the insurer.
- (2) If no legal action is taken to enforce the claim for compensation within six months of receiving a written refusal from the insurer that includes details of the legal consequences, then the insurer shall be exempt from the obligation to pay.

§ 12 Payment of Compensation

- (1) If the insurer's obligation to pay has been established in terms of the reasons and the level of compensation payable, then payment of the compensation shall be made within two weeks. However, one month after the damage has been reported, the minimum amount to be paid according to the situation may be demanded as payment on account.
- (2) The compensation shall be paid interest of one percent below the German Bundesbank discount rate from the date on which the damage is reported to a minimum of 4 percent and a maximum of 6 percent per year. There shall be no obligation to pay interest if the compensation is paid within one month of the damage being reported. Interest shall only become due when the compensation is due.
- (3) The right to payment on account and the start of interest payments shall be deferred by the amount of time by which the determination of the reasons behind or level of the insurer's obligation to pay has been delayed through the fault of the policyholder.
- (4) If official investigations or criminal proceedings against the insured have been commenced in connection with the insurance claim, the insurer may defer payment until the final and absolute conclusion of these proceedings.

§ 13 Termination in the Event of a Claim

- (1) Both parties to the insurance agreement may terminate the agreement upon the occurrence of an insured event. Termination must be submitted in writing. It must be received no later than one month after conclusion of the negotiations regarding the compensation. The insurer shall give one month's notice; the insurer's termination shall in no case take effect prior to conclusion of the journey that is currently ongoing. If the policyholder decides to terminate the agreement, the policyholder may stipulate whether the termination takes effect immediately or at a later point in time, though no later than the end of the current period of coverage.
- (2) If the insurer terminates the agreement, then the insurer is obliged to refund the corresponding portion of the premium for the period of coverage that has not yet expired.

Claim Form

Creative Corners (No. 01107 00035)

Only if you are in the USA. Please mail to:

SITE Assistance International GmbH
P.O. Box 1301
St. Petersburg, FL 33731 • USA

Tel: 1-866-593-7962 (toll-free in USA)
Fax: 1-866-696-3465
Email: site-claims@site-insurance.com

If you are in other countries. Please mail to:

SITE Assistance International GmbH
P.O. Box 15 01 23
53040 Bonn • Germany

Tel: +800-287 737 84 (toll-free)
Tel: +49-228-40061-0 (normal rate)
Fax: +49-228-40061-99
Email: site-claims@site-insurance.com



Services for International Travel & Education

GROUP OF
INTERNATIONAL
INSURANCE BROKERS

Please print! Insured Person

Last Name

First Name

Date of Birth (day, month, year)

IMPORTANT! Claims can only be dealt with if the claim form is filled in completely and if it is accompanied by **original** bills.
All claims should be submitted within 4 weeks of the damage in order to ensure correct and quick processing.

This insurance policy is subsidiary to all other insurance policies. Therefore, if you have effected any other insurance, e. g. other health or personal liability insurances that are valid for damage incurred abroad, you must submit your claims there first. This policy shall come into play only for damage not accepted by any other insurance you may have.

Address in home country (street, city, zip code, country)

Temporary address abroad (street, city, zip code, country)

Telephone or Email

Start of insurance coverage (day, month, year)

End of insurance coverage (day, month, year)

It concerns a claim of: **Health Insurance** **Accident Insurance** **Liability Insurance** **Baggage Insurance**

Are you additionally insured with other insurance companies? (If so, please quote the name of the company and your insurance number.)

yes

no

If yes: Do you receive benefits from the other insurance company? (If not please send us the refusal in writing.)

yes

no

(If yes: Other insurance company and your insurance number)

Who is to receive the compensation?

Bank, place of bank

Holder of the bank account

Routing code

Account number

(Please contact your Bank for detailed information concerning a foreign bank transfer)

IBAN

Swift- / BIC-Code

Please send: A check to my home address. A check to my address abroad. A money wire

I hereby confirm that all information given above and on the attached description of the damage is complete and truthful.

Place, date, signature

For liability and baggage claims please use an extra sheet of paper to describe exactly how the damage occurred. In case of a baggage claim please enclose the report of the local police office or of the airline (if your baggage was lost or damaged in transit).

Please use only this claim form accompanied by original bills and do not send photocopies, fax or e-mails but retain copies for your own records.