

**General Terms and Conditions
For Motor Insurance**

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General Terms and Conditions for Motor Vehicle Insurance

Motor vehicle insurance includes the following insurance types, depending on the contents of the insurance contract:

- Motor liability insurance (A1)
- Own damage insurance (A2)
- Motor assistance cover (A3)
- Vehicle casualty insurance (A4)
- Driver protection insurance (A5)
- Damage protection abroad (A6)
- Motor environmental damage insurance (A7)

The above types of insurance are concluded as legally independent contracts. You can see from your insurance policy which type of cover you have taken for your vehicle.

German legal regulations shall apply. The contract language shall be ~~German~~ English???

A What is covered by your motor insurance?

A.1 Motor Liability Insurance - for damages caused to others by your vehicle

A.1.1 What is insured?

You have caused damage to another person with your car.

A.1.1.1 We shall exempt you from claims for damages if the use of your vehicle

- a causes injury to or the death of a person,
- b damages or destroys property, or such property is lost,
- c causes economic losses which are neither directly or indirectly connected with damage to persons or property (pure economic loss),

and if claims for damages are made towards you or us due to liability conditions of the German Civil Code (BGB) or the Road Traffic Law, or due to other legal liability conditions of private law. Apart from driving, the use of the vehicle also includes, for instance, getting and out of the vehicle, loading and unloading the vehicle.

Justified and unjustified claims for damages

A.1.1.2 If claims for damages are justified, we shall indemnify in money.

A.1.1.3 If claims for damages are unjustified, we shall refuse such claims at our expense. This shall also apply if the claims for damages are unjustifiably high.

Scope of authority for regulation

A.1.1.4 We are, on your behalf, authorized to satisfy or defend claims for damages made against you and to make all declarations appearing expedient within the scope of due assessment. The same shall apply for the refusal of public law claims, in particular fire brigade expenses, as well as declarations necessary required by public law to regulate the damage.

Co-insurance of trailers, semi-trailers and towed vehicles

A.1.1.5 If a trailer or semi-trailer is attached to the insured vehicle the insurance coverage shall also apply to these. The insurance coverage also includes vehicles which are towed or towed away with the insured vehicle, if no own liability insurance is in place for these vehicles.

This shall also apply if the trailer or semi-trailer or the towed or towed away vehicle breaks free from the insured vehicle and is still in motion.

Driving a third-party vehicle abroad (Majorca policy)

A.1.1.6 The insurance of a licensed passenger car, motorcycle or camping vehicle covers damage caused by you or your co-habiting spouse or partner as the driver of such a self-drive rental vehicle during a journey of a maximum of one month within the geographical limits pursuant to A.1.4.1, however, excluding Germany, insofar as there is no coverage provided by a liability insurance concluded for the rental vehicle. If the contract has been concluded with you as a business company or legal entity, the natural person to whom the company car was by contract provided for private and professional use shall step into your place.

Our benefits are limited to the agreed sum insured, at a maximum, however, of

- 2,000,000 EUR flat per loss event in the tariff 'Komfort'.
- 4,000,000 EUR flat per loss event in the tariff 'KomfortPlus'.
- 1,500,000 EUR flat per loss event in the 'Tarif EasySmart Komfort'.
- 3,000,000 EUR flat per loss event in the 'Tarif EasySmart KomfortPlus'.

A.1.2 Who is insured?

The motor liability insurance covers you and the following persons (co-insured persons):

- a holder of the vehicle,
- b the owner of the vehicle,
- c the driver of the vehicle,
- d the co-driver, who in the scope of his work relationship with you or the vehicle holder, regularly accompanies the authorized driver as replacement driver or to assist with loading or other jobs,
- e your employer or official superior, if the vehicle is used for official purposes with your agreement,
- f the bus conductor whose work is within in the scope of his work relationship with you or the vehicle holder,
- g the holder, owner, driver, co-driver and bus conductor of a vehicle co-insured pursuant to A.1.1.5,
- h your spouse, registered life-partner or co-habiting common-law spouse as the driver of a third-party vehicle subject to compulsory insurance pursuant to A.1.1.6.

These persons may independently raise a claim from this insurance contract against us.

A.1.3 How high is our indemnity is (sums insured)?

Highest payment

A.1.3.1 Our payments for a loss shall be limited to the amount of the sums insured for personal injury, property and economic damage. Several losses chronologically related, which have the same cause, shall be regarded as one single loss. The sum insured is stated in the insurance policy.

A.1.3.2 In the case of damage to passengers in a co-insured trailer the following shall apply:

- the sum insured specified in the insurance policy for the tariffs "Komfort" and "KomfortPlus"
- the legal minimum sum insured for the tariffs "EasySmart Komfort" and "EasySmart KomfortPlus"

Exceeding the sum insured

A.1.3.3 Should the claims exceed the sums insured our payments shall be based on the provisions of the Insurance Contract Act and the Motor Vehicle Compulsary Insurance Regulation. In such a case you shall be responsible for an unsatisfied or not completely satisfied claim.

A.1.4 In which countries is there insurance coverage?

Insurance coverage in Europe and the EU

A.1.4.1 You have motor liability insurance coverage within the geographical boundaries of Europe, plus the non-European areas that are included within the scope of the European Union. Your insurance coverage is based on the scope of insurance legally specified by the country you are visiting, however, at least the scope of your insurance-contract.

International insurance card (Green card)

A.1.4.2 If we have issued you an international insurance card your insurance coverage in motor liability shall also include the non-European countries specified therein, provided country names have not been scored out. As far as the scope of your insurance is concerned, A.1.4.1 Sentence 2 shall apply.

A.1.5 What is not insured?

Intent

A.1.5.1 There shall be no insurance coverage for damage caused intentionally and unlawfully.

Motor sport events

A.1.5.2 There shall be no insurance coverage for damage which arises from participation in officially approved motor sport events, where the objective is to achieve a maximum speed. This shall also apply for practice drives for the same. N.B.: taking part in unofficial racing is a gross violation of duties pursuant to D.2.2.

Damage to the insured vehicle

A.1.5.3 There shall be no insurance cover for damage to, the destruction or loss of the insured vehicle.

Damage to trailers or towed vehicles

- A.1.5.4 There shall be no insurance cover for damage to, the destruction or loss of a trailer, semi-trailer or a vehicle towed or towed away by the insured vehicle. If an inoperable vehicle is towed away without any commercial intent, as simple assistance, damages occurring thereby to the towed vehicle shall be covered.

Damage to transported property

- A.1.5.5 There shall be no insurance cover for losses due to damage to, the destruction or loss of property transported with the insured vehicle.

However, there shall be insurance cover for property normally carried by passengers in the motor vehicle (e.g. clothing, spectacles, briefcases). For journeys mainly for passenger transport, there shall also be insurance cover for property that motor vehicle passengers would generally have for their personal use (e.g. luggage, food, personal travel goods). There shall be no insurance coverage for unauthorized passengers.

Your claim for damages against a co-insured person

- A.1.5.6 There shall be no insurance cover for property or economic losses caused to you, the holder or the owner, by a co-insured person in the use of the vehicle. Insurance coverage shall, however, be in place if you are, for instance injured as a passenger in your vehicle.

Non-observation of delivery and transport deadlines

- A.1.5.7 There shall be no insurance cover for pure economic losses arising from non-observation of delivery and transport deadlines.

Contractual claims

- A.1.5.8 There shall be no insurance cover for liability claims, insofar as these according to the contract or a specific agreement are beyond the scope of legal liability.

Damage by nuclear energy

- A.1.5.9 There shall be no insurance cover for damages caused by nuclear energy.

A.2 Collision coverage – for damage to your vehicle

A.2.1 What is insured?

Your vehicle

- A.2.1.1 Your vehicle is insured against damage, destruction, loss or write-off damage following a loss event A.2.2 (Own-damage insurance) or A.2.3 (Comprehensive and Collision insurance). The insurance coverage also includes the vehicle parts specified under A.2.1.2 and A.2.1.3 as co-insured vehicle parts and vehicle accessories, insofar as they are permissible under Road Traffic Law (co-insured parts).

Non-contributory co-insured parts

- A.2.1.2 If not otherwise regulated under A.2.1.3 and/or A.2.1.4, the following vehicle parts and accessories of the insured vehicle shall be co-insured without additional premium:

- a integral or fixed vehicle parts,
- b Integral or fixed vehicle parts or accessories kept under seal that are exclusively used in the operation of the vehicle (e.g. protective covers, tools for breakdown) and which under generally accepted standards is not considered as a luxury,

- c accessories or parts kept under seal in the vehicle for general technical assistance (e.g. fuses and light bulbs)
- d protective helmets (also with intercom systems), as long as they are required by safety provisions or they are connected to the vehicle in such a way that an unauthorized removal is not possible without damage,
- e awnings, convertible top bows for heavy goods vehicles,
- f following parts kept under seal outside the vehicle:
 - an additional set of tires (winter or summer tires),
 - Roof/back racks, hardtops, snow chains and children's seats,
 - Panniers on motorcycles (welded / screwed or attached to the vehicle with an integrated security lock),
- g Road toll collection equipment (on-board unit).

Co-insured parts depending on the total replacement value

A.2.1.3 The parts listed below in a – e are co-insured without any extra premium if they are an integral part of the vehicle or permanently attached to the vehicle:

- for passenger cars, motorcycles and trailers up to a total replacement value of the parts of 5,000 EUR gross (in the tariffs Komfort and EasySmart Komfort) or 8,000 EUR gross (in the tariffs KomfortPlus und EasySmart KomfortPlus)
- for other types of vehicles (e.g. heavy goods vehicles, traction engines) up to a total replacement value of parts of 5,000 EUR (gross)
- a Radio and other audio systems, video, technical communication and control systems (e.g. integral navigation systems (including CD/DVD), integral hands-free telephone system),
- b permitted changes to chassis, engine, exhaust, interior or body (tuning), which serve to increase the motor performance, engine torque or change the driving behaviour or to increase the value of the vehicle,
- c special paintwork or lettering individually made for the vehicle, as well as special surface treatments with a new total value of up to 1,000 EUR,
- d Sidecars and coverings for motorcycles, light motorcycles, mopeds, trikes, quads and vehicles with insurance number plates,
- e special adaptations (e.g. crane, tank, silo-, cooling and thermal superstructures) and special installations (e.g. for repair wagons, measuring vehicles, ambulances).

If the total value of the parts listed in a - e is higher than the specified maximum value, the exceeding value shall only be co-insured if this has been specifically agreed upon. In this case a supplementary premium shall be required. If this excess value is not insured, the compensation for every part or the listed system groups shall comply with the relation of the insured new value without extra premium to the total new value of part or system. If the excess value is not insured to the total, the compensation shall comply with the relation of the insured new value to the total new value of the part or system.

Non-insurable objects

A.2.1.4 All other objects, in particular those whose use does not exclusively serve the utilization of the vehicle (e.g. cellphones and mobile navigation systems, even if attached to the vehicle by a holder or stand, luggage, personal items of passengers).

A.2.2 What events are covered by Comprehensive insurance?

Insurance coverage is in place in the case of damage, destruction, loss or total loss of the vehicle including its co-insured parts in the following events:

Fire and explosion

A.2.2.1 Fire and explosion are insured. Fire is a conflagration with flames which has ~~occured~~ **occurred** without an intended source or has left the source and is in a position to spread by its own means. Singeing and scorching damage shall not be considered as a fire. An explosion is a sudden manifestation of force based on the escape of gas or steam.

Misappropriation

A.2.2.2 Misappropriation is insured, in particular in the case of theft or robbery.

Misappropriation is only insured if the vehicle is not left to the third party in his own interest, as available for sale or under retention of title.

Unauthorized use shall only be insured if the perpetrator is in no way authorized to use the vehicle. Unauthorized use shall not be in place in particular if the perpetrator has been given supervision of the vehicle by the authorized person (e.g. mechanic for repair work, hotel staff). Moreover, there shall be no insurance coverage if the perpetrator is in a close relationship to the authorized person (e.g. employee, family or household member).

Storm, hail, lightning, flood

A.2.2.3 The direct impact of storm, hail, lightning or flooding on the vehicle shall be insured. A storm is defined as a weather-related air movement of a wind force of at least 8 in accordance with the Beaufort scale. This includes damages caused by forces of nature causing objects to be thrown against or on to the vehicle. Damages caused by the driver's behavior due to the forces of nature shall be excluded.

Collision with animals

A.2.2.4 The collision of the moving vehicle with animals of any kind shall be insured.

Breakage of glass

A.2.2.5 Breakage of glass in the vehicle shall be insured. Installation costs including expenses for sealing work shall only be accepted upon presentation of invoices for repair. Glass breakage shall be compensated without deduction of an agreed deductible if the glass is professionally repaired without replacement and the same proved by an invoice. We shall compensate

- up to 50 EUR in the tariffs Komfort and KomfortPlus and
- up to 25 EUR in the tariffs EasySmart Komfort and EasySmart KomfortPlus

for the required and proven expenses for cleaning the interior of the car. Further consequential damages shall not be insured.

Short circuit damages in the wiring

A.2.2.6 Damages in the wiring due to short circuits shall be insured. Further consequential damages are not insured.

Marten bite

A.2.2.7 Damages to wiring, hoses and pipes in vehicles licensed as a passenger car, camping vehicle or motorcycle shall be insured. Consequential damages caused by a marten bite, in particular further damages to the vehicle itself are – only for passenger cars - insured up to 1,500 EUR in the tariffs Komfort and EasySmart Komfort and 2,000 EUR in the tariffs

KomfortPlus and EasySmart KomfortPlus. The prerequisite for compensation of consequential damage (e.g. repair or replacement of control apparatus, steering parts, motor) is that the damage was actually caused by the marten bite.

Avalanche and landslide damages

A.2.2.8 For passenger car contracts in the tariffs KomfortPlus and EasySmart KomfortPlus damages by direct impact of avalanches or landslides shall be insured. Avalanches are snow and ice masses falling from mountain slopes. Landslides are the fall of boulders, mud and rock formations (also with trees). Damages caused by the driver's behavior due to the forces of nature shall be excluded.

A.2.3 What events are covered by Comprehensive and Collision insurance?

Insurance coverage are in place in the case of damage, destruction, loss or total loss of the vehicle including its co-insured parts in the following events:

Comprehensive insurance events

A.2.3.1 Comprehensive insurance events are insured as in A.2.2.

Accident

A.2.3.2 Accidents with the vehicle shall be insured. An accident is defined as a sudden external impact on the vehicle with mechanical force.

Damages caused by braking or operational procedure, or pure breakage damage shall not be considered as accident damage. This shall include e.g. damage to the vehicle caused by an insecure load or due to wear, torsion damage, operating errors or overstress of the vehicle and damage caused between a towing and towed vehicle without an external impact, unless these damages are co-insured in accordance with the insurance premium.

~~Willful~~ **Willful** or malicious actions

A.2.3.3 ~~Willful~~ **Willful** or malicious actions by persons who are in no way authorized to use the vehicle shall be insured. Authorized persons are in particular those who are commissioned with the supervision of the vehicle by the owner (e.g. mechanic for repair, hotel staff) or persons in a close relationship to the authorized person (e.g. employee, family or household member).

Restriction on tire replacement

A.2.3.4 Destroyed or damaged tires shall only be insured if they are damaged or destroyed by an event which at the same time also caused other insured losses to the vehicle.

Ship transport (loss at sea)

A.2.3.5 For passenger car contracts in the tariffs KomfortPlus and EasySmart KomfortPlus losses shall be insured that occur in transport on a ship or ferry if

- a the ship or ferry is stranded, collides, springs leak or sinks, or
- b the vehicle is thrust overboard due to storm or heavy swell, or
- c the vehicle goes overboard on the instructions of the captain if the passenger car has to be sacrificed to save the ship, ferry, passengers or load (general average).

In the case of a loss insofar as a third party is obliged to payment or claims can be made from other insurance contracts, these claims shall be transferred to us.

A.2.4 Who is insured?

The own-damage coverage shall apply for you and, if the contract has also been concluded in the interest of another person, e.g. a lien holder as the owner of the vehicle, also for this person.

A.2.5 In which countries does the insurance coverage apply?

You have own-damage insurance protection within the geographical border of Europe plus the non-European areas that are included within the scope of the European Union.

A.2.6 What shall we pay in the case of a total write-off, destruction or loss?

Replacement value minus residual value

A.2.6.1 In the case of a total write-off, destruction or loss of the vehicle we shall pay replacement value with the deduction of a residual value of the vehicle. If despite total write-off or destruction, you have your vehicle repaired, A.2.7.1. shall apply

Original price compensation in the case of write-off and theft

A.2.6.2.1 In the case of passenger cars (with the exception of hire cars, taxis, self-drive rental cars, vintage cars) we shall pay the original price of the vehicle pursuant to A.2.12,

- under the tariffs Komfort and EasySmart Komfort, if the vehicle is stolen within 15 months of the initial registration or a write-off damage occurs or
- under the tariffs KomfortPlus and EasySmart KomfortPlus, if the vehicle is stolen within 24 months of the initial registration or a write-off damage occurrence.

The prerequisite is that on the occurrence of the loss the vehicle is in the possession of the person that acquired the vehicle from a car dealer or manufacturer (first owner). New vehicles are also passenger cars that were registered in the name of the car trader or manufacturer for up to a period of one month. Moreover, the expert appointed by us must determine that the repair expenses would be at least 80% of the original price. Any residual value of the vehicle shall be deducted.

Purchase price compensation in the case of write-off and theft

A.2.6.2.2 In the case of passenger cars (excluded are hire cars, taxis, self-drive rental cars, vintage cars), which were bought as a used car and not older 60 months when first registered in your name, we shall pay the purchase price paid and proven by you with the presentation of a written purchase contract for the vehicle in accordance with A.2.12,

- under the tariffs Komfort and EasySmart Komfort, if the vehicle is stolen or written-off within six months of the first registration in your name, or
- under the tariffs KomfortPlus and EasySmart KomfortPlus, if the vehicle is stolen or written-off within 12 months of the first registration in your name.

The limit of indemnity is 110 % of the replacement value pursuant to A.2.6.6 in the tariffs Komfort and EasySmart Komfort or 120% of the replacement value pursuant to A.2.6.6 in the tariffs KomfortPlus and EasySmart KomfortPlus. Any residual value of the vehicle shall be deducted.

A.2.6.3 We shall pay the original price or purchase price compensation beyond the replacement value only up to the amount ensured that the reimbursement is used for the repair of the vehicle or for the purchase of another vehicle within one year of your determination of the loss.

Deduction if no immobilizer is in place in the case of theft

A.2.6.4 In the case of a write-off, destruction or loss of a passenger car or camping vehicle the compensation shall be reduced by 10 %. This shall not apply if at the time of the theft the vehicle was secured by an automatic immobilizer.
The regulation on deductible according to A.2.13 remains unaffected.

What does write-off, replacement value and residual value mean?

A.2.6.5 A write-off shall be in place if the costs of the necessary repairs to the vehicle exceed the amount of the replacement value.

- A.2.6.6 Replacement value is the price you would have to pay for the purchase of an equal-value used vehicle on the day of the loss.
- A.2.6.7 Residual value is the realizable value of the vehicle in a damaged or destroyed condition.

Reimbursement of licensing costs

- A.2.6.8 In the case of an economic write-off we shall reimburse
- in the tariffs Komfort and KomfortPlus up to 100 EUR
 - in the tariffs EasySmart Komfort and EasySmart KomfortPlus up to 50 EUR
- for licensing expenses for a first vehicle registered in your name proven by an invoice costs, if this vehicle is again insured with us.

A.2.7 What shall we pay in the case of damage?

Repairs

- A.2.7.1 If the vehicle is damaged we shall pay the costs required for repairs to the following upper limits:
- a If the vehicle is completely and professionally repaired we shall pay for the costs required up to the replacement value pursuant to A.2.6.6, if you can prove this by means of an invoice. If this proof is not available we shall pay pursuant to A.2.7.1.b.
 - b If the vehicle is not, not completely or not professionally repaired we shall pay the cost required for a complete repair up to the amount of the replacement value minus the residual value (see A.2.6.6 and A.2.6.7).

Towage

- A.2.7.2 In the case of damage to the vehicle we shall reimburse the costs for towage from the place of damage to the nearest workshop for suitable repair, as long as a third party is not obliged to you to bear the costs. This shall only apply if our benefits due to damage to the vehicle pursuant to A.2.7.1 do not exceed the upper ~~limit~~ **limit** pursuant to A.2.7.1.a.

New-for-old deduction

If the repair entails replacing old parts with new, or the vehicle is completely or partly newly painted, we shall deduct an amount from the costs of the spare parts and paintwork corresponding to the age and wear of the old parts (new-for-old). In the case of passenger cars, motorcycles and omnibuses the new-for-old deduction shall be limited to tires and battery, if the loss event happens in the first eight years of the initial registration. For other types of vehicle the same ~~shall~~ **shall** apply in the first three years.

For the natural gas system and tank there shall be no deduction made according to age and wear in the case of passenger cars which are equipped with a standard natural gas drive by the manufacturer.

For the electric drive motor and generator there shall be no deduction made according to age and wear in the case of passenger cars which are equipped with an electrical hybrid drive by the manufacturer.

Additional costs and surcharges

- A.2.7.3 Costs for the disposal, transport and surcharges on the recommended retail price for spare parts shall only be borne by us if you can prove these by means of an invoice.

A.2.8 Special features in the case of an agreed workshop service

Should you have arranged a workshop service for your car with us, in addition to the provisions of section A.2.7, the following shall also apply:

Selection of workshop

A.2.8.1 You inform us of the repair to be done and we select a workshop from our workshop network where the car shall be repaired. We commission the repair work and bear the costs of the vehicle repair. Here an agreed deductible pursuant to A.2.13 shall be taken into account. This deductible shall be paid to the workshop by you following the repair.

Additional services in the workshop selected by us

A.2.8.2 We shall provide following additional services:

- a the car shall be transported from the place of damage or your home to the selected workshop,
- b for the duration of the repair a replacement vehicle of the lowest class shall be placed at your disposal,
- c the car shall be cleaned (interior and exterior),
- d the return transport of the car shall be free of charge.

Should you not take advantage of these additional services there shall be no compensation entitlement. The additional services a, c, d shall not be provided if the loss event is pure glass breakage.

If you want to select the workshop yourself

A.2.8.3 If you do not contact us before allotting the repair or if you do not allow us to select the workshop, but have the car repaired in another workshop not selected by us, we shall only bear 85 percent of the compensation pursuant to the sections A.2.7 and A.2.12. In such cases the additional service pursuant to A.2.8.2 shall not apply.

If you do not want to have your car repaired

A.2.8.4 If, upon your request, the car is not repaired, we shall pay the compensation calculated pursuant to A.2.7.1 - A.2.7.3, A.2.9 - A.2.14 (without value added tax) as it would have been if the car had been repaired by a workshop from our workshop network close to your home. A.2.8.1 - A.2.8.3 shall not apply.

When the workshop service does not apply

A.2.8.5 The terms and conditions of the workshop service shall not apply if

- a there is a total loss in terms of A.2.6.5,
- b the loss event did not occur in Germany,
- c the vehicle is not repaired.

In these cases the compensation is based on A.2.7 and A.2.12, if repair is dispensed with, A.2.8.4. shall apply.

A.2.9 Adjustor's fees

We shall only reimburse the expenses for an adjustor if we have commissioned him or agreed to his work.

A.2.10 Value added tax

We shall only reimburse value added tax if and as far as this has actually incurred in the damage repair you have selected. We shall not reimburse the value added tax if you are entitled to deduct input tax.

A.2.11 Additional regulations in the case of theft

Retrieval of the vehicle

A.2.11.1 If the vehicle is retrieved within one month of receipt of the notification of loss and if, during this period and with reasonable efforts, you can take repossession of the vehicle, you shall be obliged to take back the vehicle.

A.2.11.2 If the vehicle is found more than 50 km (linear distance) from its regular location we shall pay for its collection up to the amount of a return railway ticket (2nd class) for up to a maximum distance of 1,500 km (rail kilometres) from the regular location of the vehicle to the find location.

Transfer of ownership after theft

A.2.11.3 If pursuant to A.2.11.1 you are not obliged to take repossession of the vehicle, we shall become the owner insofar as we have indemnified pursuant to A.2.6.

A.2.12 Limit of indemnity?

Our indemnity is limited to the original price of the vehicle (insofar as the vehicle was bought as a new vehicle) or the purchase price of the vehicle (insofar as the vehicle was bought as a used vehicle). However, we shall pay a ~~maxim~~ maximum of

- 15,000 EUR for motorcycles, quads and trikes,
- 80,000 EUR for passenger cars,
- 200,000 EUR for other vehicles, insofar as no other contractual agreements have been made.

The original price is the amount that must be spent for the purchase of a new vehicle with the same features as the insured vehicle or – if the insured vehicle is no longer manufactured – a comparable follow-up model on the day of the loss event. A decisive factor for the original price – and also for our indemnity limit – is the manufacturer's recommended retail price minus local, brand-related or other discounts. Sections A.2.6.2.1 and A.2.6.3 shall apply as appropriate.

The purchase price is the amount you paid to the seller in accordance with your purchase agreement. Sections A.2.6.2.2 and A.2.6.3 shall apply as appropriate.

A.2.13 Deductible

If a deductible has been arranged this shall be deducted from the compensation in every loss event. The regulation on glass breakage in A.2.2.5 is an exception. You can see in your insurance policy if and to what extent you have agreed to a deductible. The deductible can be doubled if you have a car insured with us and have made false statements in the application as to the drivers to be insured and/or mileage and we become aware of this in the event of a loss.

A.2.14 What we shall not replace and residual and waste parts

What shall we not replace?

A.2.14.1 We shall not pay for alterations, improvements and wear-and-tear repairs. Nor shall consequential damage be reimbursed such as loss of fuel and drive means (e.g. oil, coolants), depreciation, licensing costs, transportation costs, administrative costs, downtime or costs for a hire vehicle.

Residual and waste parts

A.2.14.2 Residual and waste parts, as well as the unrepaired vehicle shall remain with you and shall be charged at the salvage value against the compensation.

A.2.15 Our due payment, cession

- A.2.15.1 As soon as we have determined our duty of payment and the amount of indemnity, we shall pay this within two weeks at the latest.
- A.2.15.2 If we have determined our duty of payment, but the amount of indemnity cannot be determined within a month of the notification of loss you can demand an adequate advance on the indemnity.
- A.2.15.3 If the vehicle has been stolen, we must wait to see if it is retrieved. For this reason we shall not pay the indemnity until after a month of receipt of the written notification of loss. .
- A.2.15.4 Before the final determination, your claim to indemnity may neither be ceded nor pledged without our explicit consent.

A.2.16 Can we demand our payments back if you personally were not driving?

If a person is legitimately driving the vehicle and a loss event occurs we shall not demand our payments back from this person. This shall not apply if the driver has caused the loss with gross negligence or intent. If the driver has caused the loss with gross negligence A.2.17.1 shall apply. If at the time of the loss the driver lives in the same household as you, we shall not demand our indemnity back, even in the case of gross negligence, only in the case of intent.

Sentences 1 - 4 shall apply if a person co-insured in the motor liability insurance, the renter or the borrower causes the damage insurance pursuant to A.1.2.

A.2.17 What shall not be insured?

Intent and gross negligence

- A.2.17.1 There shall be no insurance coverage for damage you cause intentionally. In the case of gross negligent damage we shall be entitled to reduce our compensation in relation to the seriousness of your fault. In the case of passenger cars, camping vehicles and motorcycles we shall not reduce the compensation towards you or an authorized driver. The exception here is a gross negligence in enabling the theft of the vehicle or parts of the vehicle or causing a loss event under the influence of alcohol or other drugs.

Racing

- A.2.17.2 There shall be no insurance coverage for losses occurring during the participation in driving events where the objective is achieving a maximum speed. This shall also apply for ~~practise~~ practice drives for the same. N.B. The participation in non-authorized races is a breach of duty pursuant to D.2.2.

Tire damage

- A.2.17.3 There shall be no insurance coverage for damaged or destroyed tires. Insurance coverage is, however, in place if the tires are damaged or destroyed due to an event that at the same time caused other damage to the insured vehicle that is covered by the own-damage insurance.

Earthquake, war, civil unrest, state authority measures

- A.2.17.4 There shall be no insurance coverage for damage caused directly or indirectly by earthquake, war, civil unrest or state authority measures.

Damage by atomic energy

- A.2.17.5 There shall be no insurance coverage for damage caused by atomic energy.

A.2.18 Dispute about the loss amount (adjuster process)

- A.2.18.1 A committee of experts shall decide in the case of a dispute about the loss amount plus the determination of the replacement value or the extent of the repair work required.
- A.2.18.2 Both you and we shall appoint an adjuster for the committee. If after two weeks of the request you or we have not appointed an adjuster, the same shall be appointed by the respective other party.
- A.2.18.3 Should there be no agreement of the committee, another adjuster elected as arbitrator before the process began, shall decide. Should the committee not be in agreement on the election of the arbitrator, he shall be appointed by the competent county law court. The decision of the arbitrator must fall between the amounts respectively estimated by the two adjusters.
- A.2.18.4 The costs of the adjuster process shall be borne in proportion to the extent to which the insurer and insured person prevail.

A.2.19 Vehicle parts and vehicle accessories

In the case of damage, destruction or loss of co-insured parts A.2.6 - A.2.18 shall apply accordingly.

A.2.20 GAP coverage for leased passenger cars

What is insured?

- A.2.20.1 If you have concluded a gap coverage for your leased car in addition to Comprehensive and Collision coverage, your leased car and the co-insured parts shall be covered pursuant to A.2.1. You can see whether you have taken out gap coverage in your insurance policy.

What events are insured?

- A.2.20.2 There is insurance coverage for write-off loss, destruction or loss of vehicle including the co-insured parts due to events insured in the Comprehensive and Collision coverage pursuant to A.2.3.1 - A.2.3.5.

Who is insured?

- A.2.20.3 The gap insurance for the leased car covers you and, if the contract is also concluded in the interest of another person, e.g. the lien holder as the owner of the vehicle, also for this person.

In which countries does the insurance coverage exist?

- A.2.20.4 You have insurance coverage within the geographical boundaries of Europe, plus the non-European areas that are included within the scope of the European Union.

What shall we pay in the case of a write-off, destruction or loss?

- A.2.20.5 In the case of a write-off, destruction or loss of the passenger car in addition to the regulations of own-damage insurance pursuant to A.2.6, A.2.9 - A.2.14 we shall reimburse the difference between the replacement value and the leasing remaining balance calculated from the leasing contract on the day of loss, insofar as the lien holder makes an additional claim in writing. The leasing balance is the sum of outstanding discounted instalments and the prepayment not yet used. Instalments due before the loss but not yet paid shall not be taken into account. A further prerequisite is that the repair expenses required exceed the replacement value of the vehicle minus the residual value, and the vehicle is not repaired. The indemnity is limited to market rate interest and periods for leasing contracts.

What is the indemnity limit?

- A.2.20.6 Our indemnity pursuant to A.2.20.5 is limited to 20% of the replacement value of the passenger car on the day of loss. In the case of a loss caused by gross negligence the regulation in A.2.17.1 shall apply.

What shall do not reimburse?

A.2.20.7 Apart from the regulations in A.2.14 we shall not reimburse financing and de-registration costs. In leasing contracts with mileage billing we shall not reimburse any additional claims of the lien holder for exceeding the mileage. The deductible agreed with you in the Comprehensive and Collision insurance shall not be reimbursed.

What shall not be insured?

A.2.20.6 Regulations ~~pursant~~ **pursuant** to A.2.17.1 Sentence 1 and A.2.17.2 - A.2.17.5 shall apply.

A.2.21 Brake, running and breakage coverage (BBB coverage)

What is insured?

A.2.21.1 For your heavy goods vehicle, traction machine, your trailer or semi-trailer or work machine you can take out a brake, running and breakage insurance in addition to your Comprehensive and Collision insurance. You can see in your insurance policy whether you have concluded a brake, running and breakage coverage. Your vehicle plus the co-insured parts are then covered pursuant to A.2.1. Moreover, the following objects are insured if the damage is caused by an event that at the same time also caused other damage to the insured object, which is covered by the insurance:

- a conveyor belts, sieves, hoses, ropes, belts, straps, brushes, tires, chains, tracks, wiring
- b tools of all kinds (z. B. drills, crushing tools, knives, saw blades, grinding wheels)

What events are insured?

A.2.21.2 Insurance coverage is in place in the case of damage, destruction or loss of the vehicle including its co-insured parts, as well as the parts pursuant to A.2.21. a and b caused by sudden, unexpected brake, running or breakage damage.

Who is insured?

A.2.21.3 The BBB-coverage covers you and, if the contract is also concluded in the interest of another person, e.g. the lien holder as the owner of the vehicle, also for this person.

In which countries does the insurance coverage exist?

A.2.21.4 You have the BBB coverage within the geographical boundaries of Europe, plus the non-European areas that are included within the scope of the European Union.

What shall we pay in the case of damage or destruction?

A.2.21.5 We indemnify pursuant to A.2.6.1, A.2.7, A.2.9, A.2.10 and A.2.12. Notwithstanding A.2.7.3 the repair to damage to engines and transmissions, which do not serve to move the vehicle (e. g. compressors), bearings and turntables of any kind, tracks, bulldozer blades, grips, paddles, excavator shovels, buckets, accumulator batteries and other parts, which due to high wear and tear are often changed during the operating life of the vehicle, a corresponding deduction shall be made for the spare parts or paintwork in relation to their age and wear factor (new-for-old).

What is the indemnity limit?

A.2.21.6 Our indemnity limit is the original price of the vehicle. The original price is the amount that must be spent for the purchase of a new vehicle with the same features as the insured vehicle or – if the insured vehicle is no longer manufactured – a comparable follow-up model on the day of the loss event. A decisive factor for the original price – and also for our indemnity limit – is the manufacturer's recommended retail price minus local, brand-related or other discounts.

Deductible

A.2.21.7 If a deductible has been arranged this shall be deducted from the compensation in every loss event. The regulation on glass breakage in A.2.2.5 is an exception. You can see in your insurance policy if and to what extent you have agreed to a deductible.

N.B.: Should a loss occur that effects indemnity in both the Comprehensive and Collision and the BBB coverage the respective deductible shall be calculated on the respective indemnity.

What we do not reimburse

A.2.21.8 Regardless of contributory causes the following shall not be reimbursed:

Damage caused by defects

- a We shall not pay for losses due to defects which were already in place when the insurance contract was concluded or should have been known to you or a person responsible for the use of the insured object or co-insured supplementary equipment.

Losses due to use of objects in need of repair

- b Regardless of the contributory causes we shall not pay damages caused by the use of an object in need of repair, if the damage can be proved to be in connection with the need of repair or if at the time of the damage you had not agreed to at least a repair on a makeshift basis.

Operational consequential damages

- c Regardless of the contributory causes we shall not pay for damages which are a direct consequence of the permanent impact of operation, excessive formation of rust, scaling, mud or other deposits. If a neighboring vehicle is damaged following such a damage, we shall indemnify only as covered.

Losses for which a third party is liable

- d Regardless of the contributory causes we shall not pay for damages for which a third party, as supplier, contractor or repairer is responsible. If the third party disputes his responsibility for the damage, we shall indemnify according to contract.

Damage due to submergence or silting

- e We shall not pay for losses due to submergence or silting.

Damage due to special use hazards

- f We shall not pay for losses due to special hazards in the use of work machines on hydro-engineering sites, in water areas, on seagoing vessels and in tunnel or mine work.

Engines and transmission systems including parts

- g We shall not pay for engines and transmission systems that serve for the locomotion of the insured object, including the cardan shaft and differential. The engine comprises following parts: starter, exhaust system including holders, motor fuel system, cooling system (water pump, fan, thermostat cables), crankshaft and bearing, alternator, engine block with bushings, engine brake, camshaft and drive, oil pump, oil pan, connecting rod, drive mechanism with pistons, cylinder head with built-in parts. Transmission system includes the following parts: propeller shaft (cardan shaft, including intermediate bearing), manual transmission including drive components, auxiliary gears including shift linkage and fixing brackets.

What is not insured?

A.2.21.9 No insurance coverage is in place for damages,

- caused with intent
- which arise from participation in officially approved motor sport events, where the objective is to achieve a maximum speed. This shall also apply for practice drives for the same. N.B.: taking part in unofficial racing is a gross violation of duties pursuant to D.2.2.

- caused by atomic energy
- caused directly or indirectly by earthquake, war, civil unrest or state authority measures.

When does the BBB-coverage end?

A.2.21.10 Upon termination of the Comprehensive and Collision insurance or the conversion of the Comprehensive and Collision insurance into a Comprehensive insurance the BBB coverage shall automatically expire at the same point in time without a specific cancellation.

The BBB-coverage can be terminated independently from the Comprehensive and Collision insurance.

A.3 Motor assistance coverage – help for on the road as a service or reimbursement

A.3.1 What is insured?

After a loss event as specified in A.3.5 - A.3.8 we provide the benefits detailed there as service or reimburse you for your expenses spent within the scope of these conditions.

A.3.2 Who is insured?

Insurance coverage is in place for you, the authorized driver and the authorized passengers, insofar as nothing else is agreed upon.

A.3.3 Insured vehicles

The motor assistance cover can only be concluded for passenger cars, motorcycles and motor homes with a gross permitted weight of up to four ~~tonnes~~ **tons**. The insurance policy includes in the coverage the specified vehicle plus a camper, luggage or boat trailer.

A.3.4 In which countries is there insurance coverage?

You have the motor assistance coverage within the geographical boundaries of Europe, plus the non-European areas that are included within the scope of the European Union, as far as nothing else has been agreed.

A.3.5 Assistance in the case of breakdown or accident

If after a breakdown or accident the journey cannot be continued with the vehicle we shall provide the following:

Recovery motor service

A.3.5.1 We shall organize a breakdown service vehicle to reinstate the ability to drive at the location of damage (also from your home). All (unlimited) costs incurring here shall be borne by us. In the case of breakdown and accident assistance not organized by us we shall reimburse the costs up to 154 EUR including the small parts provided by the breakdown assistance vehicle.

Towage of the vehicle

A.3.5.2 If the vehicle at the location of damage (also from your home) cannot be made roadworthy we shall organize the towage of the vehicle including any luggage and non-commercial contents to the next suitable workshop and shall bear all costs incurring (unlimited). For towage not organized by us we shall pay a maximum of 154 EUR. If all passengers cannot be transported in the driver cabin of the tow truck we shall reimburse taxi rides (proven by invoice) up to 52 EUR. We shall also bear the costs for separate transport of luggage and contents (no animals, no commercial freight) up to 200 EUR, if one single transport with the vehicle is not possible.

Recovery of the vehicle

A.3.5.3 If the vehicle is off road we shall arrange for its recovery including luggage and non-commercial contents and shall bear the unlimited costs incurring herefrom.

What does breakdown or accident mean?

A.3.5.4 A breakdown means any operational, breakage or braking damage. An accident is a sudden direct forceful mechanical impact on the vehicle from the outside.

A.3.6 Additional assistance in the case of breakdown, accident or theft

In the case of a breakdown at a location in Germany at least 50 km from your first residence (linear distance) or in the case of an accident or theft of the vehicle we shall provide the following services if the vehicle is, neither on the day of the damage nor the day after able to be driven, or the vehicle has been stolen:

Continuing your journey or return journey

A.3.6.1 We shall organize your continuing journey to your first residence in Germany or to your destination. This shall also apply for the return journey to your home from your destination and the collection of your vehicle from the place of damage once it is roadworthy. We shall bear the costs incurring for

- a the journey from the place of damage to your residence in Germany or for the journey from the place of damage to your destination.
- b the return journey from your destination to your home residence,
- c the journey for one person to the place of damage once the roadworthy vehicle can be picked up there.

We shall reimburse the costs for a one-way journey under 800 km by rail up to the cost of the 1st class rail ~~travel~~ **travel** including surcharges. For longer distances we shall book an economy class flight for you and bear all flight costs incurring. Invoiced taxi fares shall be reimbursed up to 52 EUR.

Overnight accommodation

A.3.6.2 Upon request we shall reserve overnight accommodation in a nearby hotel and shall bear the costs for a ~~maximum~~ **maximum** of three nights until the vehicle is repaired or recovered. We shall reimburse up to 77 EUR per overnight accommodation and per accompanying passenger. If you choose to use our benefit pursuant to A.3.6.1 we shall only bear the costs for overnight accommodation for one night.

Hire car

A.3.6.3 We shall organize a replacement vehicle and bear the costs for the car hire until your vehicle is roadworthy again. For this we shall pay a maximum of 77 EUR per day for a maximum of seven days. If the replacement vehicle is organized by us, any emergency expenses incurring shall also be borne by us. If the car rental is not organized by us within the scope of a maximum reimbursement, the costs for the car hire, in addition to emergency expenses, shall be borne by us up to a limit of 77 EUR per day.

In the case of damages abroad replacement vehicle costs for your journey to your permanent residence shall be borne up to 550 EUR, also for fewer rental days. For car rental abroad you require an internationally recognized credit card as the lien holder, as a rule, requires this.

N.B. If you choose to use our benefit pursuant to A.3.6.1 or 3.6.2 we shall not bear any replacement costs.

Storage

A.3.6.4 If the insured vehicle,

- a until its recovery of roadworthiness or until its transport to a workshop or
- b after theft abroad and recovery until the return transport or the customs clearance or scrap

has to be stored, we shall give you assistance here and bear the costs incurring for a maximum of two weeks.

A.3.7 Assistance in the case of illness, injury or death on a journey

If you or a co-insured person unpredictably gets ill or dies on a journey with the insured vehicle at a location that is at least 50 km (as the crow flies) from your permanent residence in Germany, we shall provide the following benefits. An unpredictable illness is defined as such if the illness has not occurred (for the first time or repeatedly) within six weeks before the start of the journey.

Return transport

A.3.7.1 Should you or a co-insured person for reasons of illness have to be transported to your permanent residence we shall arrange for you to be returned and shall bear these costs. The type and point in time of the transport must be necessary on medical grounds. Our benefits shall comprise the attendance of the patient by a doctor or paramedic if this is a statutory provision. We shall bear the expenses for the overnight accommodation for you and the other (not affected) co-insured family members for a maximum of three nights at 77 EUR per night per insured person. If you are not in the position to take care of your baggage we shall ensure that it is returned to your home and bear the costs for this.

Retrieval of children

A.3.7.2

- a If your minor children or children, who are dependent on permanent care, due to a disability, cannot be cared for due to an illness of the adult accompanying them – also in the case of death – we shall arrange for the children to be collected and accompanied to the home selected by an accompanying person selected either by you or us.
- b This shall also apply if the children themselves become ill and cannot be cared for during the continuing journey.
- c In the case of the children being collected we shall also bear the costs incurring for a one-way rail journey (1st class) under 800 km (railway) km including surcharges. For longer distances we shall book an economy class flight for you and bear all flight costs incurring. Invoiced taxi fares shall be reimbursed up to 52 EUR.
- d For a journey within Europe we shall bear the costs of up to 77 EUR per person for a maximum of three nights overnight accommodation incurring until the child is collected.

Vehicle collection

A.3.7.3 If for reasons of an illness lasting longer than three days – or in the case of death – you cannot drive your vehicle back and there is no other co-driver available we shall arrange to have your vehicle returned to your place of residence and shall bear the costs of the replacement driver.

Should you arrange for the return of the vehicle yourself we shall bear the costs – against invoice – at 0.30 EUR per kilometer between the damage location and your place of residence.

How is a journey defined?

- A.3.7.4 A journey is an absence from your permanent place of residence up to six continuous weeks. Your permanent place of residence is the place in Germany where you are officially registered and where you predominantly stay.

A.3.8 Additional services on a journey abroad

If a loss occurs abroad (geographical limits pursuant to A.3.4 without Germany), that is at least 50 km (linear distance) from your permanent residence we shall provide the following additional services:

- A.3.8.1 In the event of breakdown or accident:

Spare parts shipment

- a If spare parts required for the repair of the vehicle cannot be acquired at the place of damage or in its neighborhood we shall arrange that you receive these as soon as possible and also ensure that, if necessary, that replacement parts shall be returned (gears, axles, engines). Here we shall bear all costs incurring for shipment and return, not, however, for the parts themselves.

Car shipment home in the event of breakdown

- b If the vehicle cannot be made roadworthy within three working days at the place of damage or in its neighborhood and the expected repair costs do not exceed the amount that would have to be paid for a similar vehicle of the same age and mileage on the day of the loss in Germany, we shall arrange for the transport of the vehicle to another town. We shall hereby bear the costs incurring up to the amount of a shipment home to Germany.

Hire car

- c In the event of losses abroad costs for a replacement vehicle for the return journey to your permanent place of residence shall be borne up to 550 EUR, also for a lower number of hire days. For car hire abroad you require an internationally recognized credit card, as this is, as a rule, required by the lien holder. If you choose to use our benefit pursuant to A.3.6.1 or 3.6.2 we shall not bear any replacement vehicle costs.

Customs clearance and scrapping

- d If after a breakdown, accident or theft abroad (in Europe) the insured vehicle has to be cleared by customs or scrapped, we shall arrange for this to be done and bear the costs, as well as the costs for transport from the place of damage. Any residual proceeds from the scrapping shall be paid to you. We shall have your luggage and any non-commercial contents transported to your home if the transport of this with the selected means of transport home is not possible. We shall bear the costs of transport up to the value of rail carriage. Beforehand, the release of the Comprehensive and Collision insurance of the lien holder or the registration document holder should be secured. A theft must be certified by the police. Customs clearance or scrapping shall not take place if legal regulations dictate otherwise or if, after theft, the vehicle has changed ownership.

- A.3.8.2 Vehicle theft :

Storage of vehicle

- a If the vehicle stolen abroad is recovered and has to be stored until it is returned, cleared by customs or scrapped, we shall assist you here and bear the costs incurring for a maximum of two weeks.

Hire car

b In the event of losses abroad costs for a replacement vehicle for the return journey to your permanent place of residence shall be borne up to 550 EUR, also for a lower number of hire days. For car hire abroad you require an internationally recognized credit card, as this is as a rule required by the lien holder. If you choose to use our benefit pursuant to A.3.6.1 or 3.6.2 we shall not bear any replacement vehicle costs.

Customs clearance and scrapping

c If after a breakdown, accident or theft abroad (in Europe) the insured vehicle has to be cleared by customs or scrapped, we shall arrange for this to be done and bear the costs, as well as the costs for transport from the place of damage. Any residual proceeds from the scrapping shall be paid to you. We shall have your luggage and any non-commercial contents transported to your home if the transport of this with the selected means of transport home is not possible. We shall bear the costs of transport up to the value of rail carriage. Beforehand, the release of the Comprehensive and Collision insurance of the lien holder or the registration document holder should be secured. A theft must be certified by the police. Customs clearance or scrapping shall not take place if legal regulations dictate otherwise or if, after theft, the vehicle has changed ownership.

A.3.8.3 Deaths occurring abroad (Europe)

If you or a member of your family travelling with you dies in another European country, we shall, after consultation with the relatives, arrange for the interment at the place of death or the transport to your last permanent place of residence in Germany and bear all costs incurring.

A.3.9 What shall not be insured?

Intent and gross negligence

A.3.9.1 There shall be no insurance coverage for damage caused intentionally. In the case of gross negligence we shall be entitled to reduce our indemnity in the relation to the seriousness of your fault.

Racing

A.3.9.2 There shall be no insurance coverage for damage which arises from participation in officially approved motor sport events, where the objective is to achieve a maximum speed. This shall also apply for practice drives for the same. N.B.: taking part in unofficial racing is a gross violation of duties pursuant to D.2.2.

Earthquake, war, civil unrest, state authority measures

A.3.9.3 There shall be no insurance coverage for damage caused directly or indirectly by earthquake, war, civil unrest or state authority measures.

Damage by atomic energy

A.3.9.4 There shall be no insurance coverage for damage caused by atomic energy.

A.3.10 Expenses saved, assignment

A.3.10.1 Should you have saved expenses which you would have had to pay without the loss event, we may deduct these from our payment.

A.3.10.2 Before the final determination your claim to indemnity may neither be ceded nor pledged without our explicit consent.

A.3.11 Third party obligations

A.3.11.1 If in a loss event a third party is obliged to help or perform on the basis of a contract or a membership in an association or club these claims have priority over our service obligations.

A.3.11.2 However, if you contact us first after the loss event we shall be obliged to perform notwithstanding A.3.11.1.

A.4 Motor-casualty insurance – lump-sum system – if passengers are injured or killed

A.4.1 What is insured?

A.4.1.1 If you or one of the persons insured under the motor-casualty insurance has an accident that is in direct relationship to the use of your vehicle or a trailer attached to the same (e.g. driving, getting in and out, loading and unloading the vehicle), we shall provide the agreed insurance benefits under the following conditions:

A.4.1.2 An accident is in place if the insured person involuntarily suffers damage to his health by a sudden external blow to his body.

A.4.1.3 An accident is also in place if through an exertion of the limbs or spinal column a joint is dislocated or muscles, ligaments, tendons, sinews or capsules are strained or torn.

A.4.2 Who is insured?

A.4.2.1 Lump-sum system

With the motor-casualty insurance – lump-sum system - the respective authorized occupants of the vehicle are insured. Professional drivers and co-drivers employed by you are excluded if they use the vehicle in this function.

In the case of two or more authorized occupants the sum insured shall increase by 50 percent and be divided by the total number of occupants, regardless if these are injured or not.

A.4.2.2 Who are authorized occupants?

Authorized occupants are persons (driver and all passengers), who, with the knowledge and will of the person authorized to dispose of the vehicle, are in or on the vehicle or are involved with their transport by use of the vehicle.

A.4.3 In which countries does the insurance coverage exist?

You have motor-casualty insurance coverage within within the geographical boundaries of Europe, plus the non-European areas that are included within the scope of the European Union.

A.4.4 Which services are covered by motor-casualty insurance?

You can see in your insurance policy which of the following services are covered by which sums insured.

A.4.5 Invalidity

Prerequisites

A.4.5.1 Invalidity is in place if

- due to the accident the insured person suffers a permanent impairment to his physical or mental capacity,
- invalidity occurs within one year after the accident and
- within 15 months after the accident invalidity is medically testified by a doctor and you have made your claim with us.

There shall be no invalidity benefit if the insured person dies due to the accident within one year after the accident.

Type of benefit

A.4.5.2 The invalidity benefit shall be paid as a capital sum.

Calculation of the benefit

A.4.5.3 The basis for the calculation of the benefit is the sum insured and the degree of invalidity.

- a In the event of the loss or complete incapacity of the following parts of the body and sensory organs the following invalidity degree shall exclusively apply:

Arm	70 %
Arm above the elbow joint	65 %
Arm below the elbow joint	60 %
Hand	55 %
Thumb	20 %
Index finger	10 %
Other finger	5 %
Leg above the centre of thigh	70 %
Leg to the centre of thigh	60 %
Leg below the knee	50 %
Leg to the centre of lower leg	45 %
Foot	40 %
Big toe	5 %
Other toe	2 %
Eye	50 %
Hearing on one ear	30 %
Sense of smell	10 %
Sense of taste	5 %

In the case of partial loss or partial incapacity the equivalent partial percentage shall apply.

- b For other bodily parts and sense organs the invalidity degree shall be calculated on the basis of the extent to which the normal physical or mental capacity is impaired. Here only medical aspects shall be taken into consideration.
- c If the bodily parts or sense organs or the functions of the same were permanently impaired before the accident, the degree of invalidity shall be reduced by the rate of the previous invalidity. This shall be calculated pursuant to a and b.
- d If several bodily parts or sense organs are impaired by the accident, the invalidity degrees calculated according to a - c shall be ~~totalled~~ **totalled** More than 100 % shall, however, not be taken into consideration.
- e If a person dies within one year after the accident due to something non-related to the accident, or, regardless of the cause, dies later than one year after the accident, and a right to invalidity benefit was in place, we shall pay the benefit for the invalidity degree as would have been calculated on medical grounds.

A.4.6 Death benefit

Prerequisite

A.4.6.1 Prerequisite for the death benefit is that the insured person died as a result of the accident within one year.

Benefit amount

A.4.6.2 We shall pay the sum insured in the event of death.

A.4.7 What impact do existing illness or ailments before the accident have?

A.4.8.1 We shall only provide benefits for the consequences of the accident. If illnesses or ailments contributed to the health impairments caused by the accident, the benefit shall be reduced by the corresponding proportion of the illness or ailment

- in the event of invalidity the percentage of the invalidity degree,
- in the event of death and in all other events the benefit.

A.4.8.2 If the contributory proportion is less than 25 %, there shall be no reduction.

A.4.8 Our due payment, cession

Examination of your claim

A.4.8.1 Within one month – in the event of an invalidity claim within three months - we are obliged to declare whether and to what extent we recognize a claim. The deadline begins with the receipt of the following documents:

- proof of the circumstances of the accident and its consequences,
- in the event of an invalidity claim also the proof of the completion of the healing process insofar as this is necessary for the calculation of invalidity .

A.4.8.2 In the case of invalidity we shall bear the costs for medical charges incurring to prove your claim for benefits up to 1 ‰ of the sum insured.

Due date of benefit

A.4.8.3 If we recognize your claim and have agreed on the reason and amount we shall pay within two weeks.

Advance payments

A.4.8.4 If initially the reason for obligation to provide indemnity is in place, we shall, if required, effect reasonable advance payments.

A.4.8.5 Before the completion of the healing process an invalidity benefit can within one year of the accident only be claimed up to the amount of the agreed sum insured in the case of death.

New calculation of the degree of invalidity

A.4.8.6 You and we are entitled to have the degree of invalidity newly calculated on a medical basis every year, for a maximum of three years after the accident. For children up to the age of 16 this deadline is increased from three to five years.

This right must be exercised

- by us together with our declaration of recognition of our duty to pay indemnity pursuant to A.4.9.1, and
- by you before the deadline.

Benefit for a co-insured person

A.4.8.7 You can only demand the payment of the sum insured on a co-insured person with his or her agreement.

Cession

A.4.8.8 Before the final determination your claim to indemnity may neither be ceded nor pledged without our explicit consent.

A.4.9 What shall not be insured?

Crime

A.4.9.1 There shall be no insurance coverage for accidents occurring to the insured person which are intentional or attempted criminal offences.

Mental or cognitive disorders / drunkenness

A.4.9.2 There shall be no insurance coverage in the case of accidents caused by an insured person due to mental or cognitive disorders, also if this is caused by drunkenness, as well as strokes, epileptic attacks or other seizures befalling the entire body of the insured person.

Insurance shall, however, be in place if these disorders or attacks are caused by an accident that is an accident under this contract or under a preliminary motor-casualty contract concluded with us for a previous vehicle.

Racing

A.4.9.3 There shall be no insurance coverage for losses occurring during the participation in driving events where the objective is achieving a maximum speed. This shall also apply for ~~practise~~ **practice** drives for the same. N.B. The participation in non-authorized races is a breach of duty pursuant to D.2.2.

Earthquake, war, civil unrest, state authority measures

A.4.9.4 There shall be no insurance coverage for damage caused directly or indirectly by earthquake, war, civil unrest or state authority measures.

Atomic energy

A.4.9.5 There shall be no insurance coverage for damage caused by atomic energy.

Intervertebral discs, internal bleeding

A.4.9.6 There shall be no insurance coverage for damage to intervertebral discs or hemorrhaging to internal organs or cerebral hemorrhages. Insurance coverage shall, however, be in place if the main cause is an accident covered by this contract.

Infections

A.4.9.7 There shall be no insurance coverage in the case of infections. In the case of tetanus or rabies, insurance shall be in place if the pathogenic agents enter the body due to an insured accident event – either immediately or later. In the case of other infections, insurance coverage shall be in place if the pathogenic agents enter the body due to an insured accident event – either immediately or later – that caused not only minor skin and mucous membrane injuries. In the case of infections caused by healing measures, insurance coverage shall be in place if the healing measures was induced by an accident covered by this contract.

Mental reactions

A.4.9.8 There shall be no insurance coverage in the case of pathological disorders due to mental reactions, even if these were caused by an accident.

Stomach and abdominal hernias

A.4.9.9 There shall be no insurance coverage in the case of stomach or abdominal hernias. Insurance coverage shall, however, be in place if they are caused by a violent, external impact covered by this contract.

A.5 Driver protection insurance - if the driver is injured or killed

A.5.1 What is insured?

A.5.1.1 If the authorized driver has an accident pursuant to A.5.1.2 when driving the insured vehicle, we shall provide agreed insurance benefits under the following conditions. Insofar as third parties are obliged to perform, the regulations under A.5.8 shall apply.

A.5.1.2 An accident is in place if the driver suffers damage to health or death by physical sudden direct forceful impact from the outside (accident).

A.5.2 Who is insured?

With the driver insurance the authorized driver is insured. The authorized driver is a person with the knowledge and will of the the person entitled to dispose of the vehicle driving the vehicle at his own responsibility. Only the authorized driver or his surviving **dependants dependents** can **individually individually** make claims against us within the scope of the driver protection insurance.

A.5.3 Insured vehicles

The driver insurance can only be concluded in connection with a motor third party liability insurance and only for a passenger car. You can see in your insurance policy if you have taken out a driver protection insurance.

A.5.4 In which countries does the insurance cover exist?

You have driver protection insurance cover within the geographical boundaries of Europe, plus the non-European areas that are included within the scope of the European Union.

A.5.5 What are the benefits of the driver protection insurance c o v e r ?

Compensation for personal injury

A.5.5.1 The driver insurance compensates personal injury. The benefits of the driver insurance are based on what the driver or his surviving **dependants dependents** could rightly claim under German tort law.

Indemnity

A.5.5.2 Indemnity shall be limited to the sum insured agreed as the upper limit for one person in the existing motor liability insurance for the insured passenger car, however, limited to 12,000,000 EUR.

A.5.6 Our due payment, cession

Due payment

A.5.6.1 If we recognize the claim or have come to an agreement on the reason and amount with you, we shall pay within two weeks of recognition or agreement.

Advance payments

A.5.6.2 If we have first only determined the reason for our duty of payment we shall pay reasonable advance payments, if you should so wish.

Cession

A.5.6.3 Before the final determination your claim to indemnity may neither be ceded nor pledged without our explicit consent.

A.5.7 What shall not be insured?

There shall be no claim to indemnity if or insofar as

- A.5.7.1 the damage occurs while loading or unloading or while getting into or out of the vehicle,
 - A.5.7.2 the damage occurs due to an accident and no safety belt was worn, unless this is an exception permitted by the German Road Traffic Regulations,
 - A.5.7.3 the damage was caused with intent,
 - A.5.7.4 at the time of the damage the driver is not in possession of the required driver's license,
 - A.5.7.5 the damage occurs while **committing committing** a crime or attempting to do the same,
 - A.5.7.6 the damage occurs while the driver was under the influence of alcohol (at least 0.30 mg/l breath-/blood alcohol concentration) or drugs, notwithstanding the causality.
 - A.5.7.7 the driver used the vehicle without the knowledge and will of the person entitled to dispose of the vehicle
 - A.5.7.8 it is a case of claims, which due to the contract or special acceptance go beyond the scope of statutory liability
 - A.5.7.9 it is a case of circumstances which are already excluded pursuant to A.1.5 and A.4.9
- Claims from third parties (e.g. from social security bodies for contribution reimbursement) or their liability insurers are explicitly excluded.

A.5.8 Third-party obligation

- A.5.8.1 Insofar as a driver or his surviving **dependants dependents** can claim benefits due to the accident from another non-life insurer, a social security body, a welfare agency, a private health insurance company or a third party, we shall not pay indemnity.
- A.5.8.2 In relation to indemnity from another non-life insurer or a third party we shall pay in advance after surrendering possible claims if, without your fault or the fault of the driver or his surviving **dependants, dependents** the obligation to compensation on the part of the non-life insurer or the third party is not completely or only partially clarified. The obligation for advance payment does not cover possible claims which have by law been passed to social security bodies or third parties. Should there be a liability for damages from a third party, your existing claim for indemnity against the third party from the driver insurance coverage shall be passed to us.
- A.5.8.3 We shall not be bound by the determination of the amount of the indemnity made by third parties.

A.5.9 Shall the no-claims bonus of your motor liability insurance be affected?

A recoverable FSV damage shall not affect your no-claims bonus in motor liability insurance.

A.6 Damage protection abroad – for accidents abroad for which the other party involved is liable

Prerequisite for the existence of damage protection abroad is that your vehicle is a passenger car and that you have concluded a motor liability insurance with us in the tariffs KomfortPlus or EasySmart KomfortPlus. At the time of the accident this insurance coverage must be in place.

A.6.1 What is insured?

Damage was caused to you by a third party abroad

- A.6.1.1 If you have an accident with your car abroad in which the other party involved is at fault or for which he is **liable, liable** we shall reimburse you for the damage the other party must pay for in such a way, as if the other party were insured for motor liability by us.
- A.6.1.2 The prerequisite for this indemnity is that the accident happened within the geographical limits pursuant to A.6.3. The vehicle that caused the damage must be subject to

compulsory insurance which is registered abroad and is ascertainable for us.

A.6.1.3 You can make your claims to us directly. We shall indemnify to the amount as stated in the insurance policy. Personal injuries are, however, limited to 12,000,000 EUR per injured person.

Which road traffic regulations apply?

A.6.1.4 The road traffic regulations of the country in which the accident occurs shall apply.

Which law applies for our services?

A.6.1.5 Our services are governed by German law.

Will third-party services be taken into account?

A.6.1.6 Third-party services, in particular those of a foreign motor liability insurer shall be taken into consideration.

A.6.2 Who is insured?

Insurance coverage is in place for you, all authorized occupants of the vehicle, the holder and the owner of the insured car. However, only you, as the insured, can make claims from this contract.

A.6.3 In which countries is insurance coverage in place?

Damage protection abroad insurance shall apply within the EU, Iceland, Lichtenstein, Croatia, Norway and Switzerland. No insurance coverage shall be in place within Germany or in one of the countries pursuant to A.6.3 Sentence 1, if you have a place of residence in that country (main or second domicile).

A.6.4 Insured vehicle

The car specified in the insurance policy shall be insured. The insurance coverage shall include luggage and contents. A vehicle that is used for commercial passenger transport or commercial rental purposes shall not be insured.

A.6.5 Time limits

We shall provide insurance coverage for journeys or trips in the geographical scope pursuant to A.6.3 that last up to 12 weeks. Should you be abroad for longer than this period of 12 weeks without interruption, insurance coverage shall only be in place for loss events which occurred in the first 12 weeks of your stay abroad.

A.6.6 What shall not be insured?

Abandonment of rights

A.6.6.1 There shall be no insurance coverage insofar as you abandon claims or the rights to these claims to which you are entitled towards third parties, in particular a foreign motor liability insurer, and we can therefore not demand compensation.

Liability claims against co-insured persons

A.6.6.2 There shall be no insurance coverage for liability claims arising from damage caused to you by a co-insured person.

Liability claims among the co-insured persons

A.6.6.3 There shall be no insurance coverage for liability claims among the co-insured persons.

Gross negligence on account of alcohol or drugs

A.6.6.4 In the event of gross negligent damage on the part of the driver due to the influence of alcohol or other drugs we shall be entitled to reduce our indemnity in relation to the seriousness of the fault of the driver.

Racing

A.6.6.5 There shall be no insurance coverage for damage which arises from participation in officially approved motor sport events, where the objective is to achieve a maximum speed. This shall also apply for practice drives for the same. N.B.: taking part in unofficial racing is a gross violation of duties pursuant to D.2.2.

A.6.7 Shall a claim affect the no-claims bonus of the motor liability insurance?

A recoverable loss shall not affect the no-claims bonus of the motor liability insurance.

A.7 Motor environmental damage insurance – for claims by authorities under public law, the Environmental Damage Act

A.7.1 What is insured?

You have damaged the environment with your vehicle

A.7.1.1 We shall exempt you from claims under public law for the remediation of environmental damages in accordance with the German Environmental Damage Act, which were caused by an accident, a breakdown or a sudden and accident-like malfunction or failure of the intended use of the vehicle.

Claims which, without the existence of the German Environmental Damage Act, can be made against you for reasons of statutory liability provisions of civil law shall be excluded from insurance coverage. N.B. the claims are generally covered by the motor liability insurance.

Justified and unjustified claims

A.7.1.2 If the claims are justified by the German Environmental Damage Act we shall award compensation in money.

A.7.1.3 If the claims are unjustified by the German Environmental Damage Act, we shall avert these at our expense. This shall also apply for unjustifiably high claims.

Regulation authority

A.7.1.4 We shall be authorized at our due discretion to make all declarations we consider appropriate for the settlement of the loss or the aversion of unjustified claims by the authorities or any other third party.

Should it come to an ~~administrative~~ **administrative** procedure or litigation against you we shall be authorized to conduct this procedure or lawsuit. We shall conduct the administrative procedure or the lawsuit on your behalf at our expense.

A.7.2 Who is insured?

Section A.1.2 of the terms and conditions shall apply.

A.7.3 Sum insured, maximum payment and deductible

Sum insured, maximum payment

A.7.3.1 The agreed sum insured for environmental damage is 5,000,000 EUR ~~per loss~~, **per loss** maximum 10,000,000 EUR for all loss events in one year.

Deductible

A.7.3.2 If a deductible has been arranged this shall be deducted from the compensation in every loss event. You can see in your insurance policy if and to what extent you have agreed to a deductible.

A.7.4 In which countries is there insurance coverage?

Geographical limits

You have motor assistance coverage within the geographical boundaries of Europe, plus the non-European areas that are included within the scope of the European Union, ~~insofar~~ **insofar** as nothing else has been agreed.

Insurance coverage pursuant to A.7.1 is in place outside the application area of the German Environmental Damage Act also in the countries of the European Economic Area (EEA) insofar as the EU Liability Directive (2004/35/EG) applies or has relevant application. Insurance coverage in accordance with the respective national legislation shall only be in place if these requirements do not exceed the scope of the EU Directive.

A.7.5 What shall not be insured?

Intent, damage by atomic energy

A.7.5.1 The regulations A.1.5.1 (Intent) and A.1.5.9 (Atomic energy) shall apply respectively.

Unavoidable, necessary or accepted environmental losses

A.7.5.2 Losses arising from operationally unavoidable, necessary or accepted impact on the environment shall not be insured.

Output damage

A.7.5.3 Losses resulting from the delivery, use or release of sewage sludge, slurry, liquid manure, solid manure, herbicides or ~~pesiticides~~ **pesticides** shall not be insured unless these substances get into the environment due to sudden and accident-like improper and unintentional events, or these substances are suddenly washed away by rainfall or drift into other properties.

Deliberate violation of regulations to protect the environment

A.7.5.4 Losses arising from deliberate violation of laws, regulations or instructions or decrees directed at you and which serve the protection of the environment shall not be insured.

Contractual claims

A.7.5.5 Claims which, due to contractual agreement or promise, are beyond your statutory obligation shall not be insured.

Racing

A.7.5.6 There shall be no insurance coverage for damage which arises from participation in officially approved motor sport events, where the objective is to achieve a maximum speed. This shall also apply for practice drives for the same. N.B.: taking part in unofficial racing is a gross violation of duties pursuant to D.2.2.

B Start of the contract and provisional cover

The insurance contract comes into place by our accepting your application. As a rule this takes place by your receipt of the insurance policy.

B.1 When does the insurance cover start?

The insurance cover does not start until you have paid the amount specified in your insurance policy, however, not before the agreed point in time. If you do not pay the the initial or single premium on time, the consequences shall be as set out in C.1.2 and C.1.3.

B.2 Provisional cover

Before the premium is paid you shall have provisional cover under the following conditions:

Motor liability insurance and motor assistance cover

- B.2.1 If we issue you with the confirmation or give you the insurance confirmation number by means of electronic confirmation, you shall have provisional cover in motor liability insurance and motor assistance cover at the time agreed upon, at the latest from the day on which the vehicle is registered using the confirmation of insurance. If the vehicle is already registered in your name the provisional shall begin from the time agreed upon.

Own-damage, motor casualty, driver protection and damage protection abroad

- B.2.2 In own-damage, motor casualty, driver protection and damage protection abroad you shall only have provisional cover if we have explicitly agreed to this. The insurance cover shall begin at the time agreed upon.

Transfer from provisional to final cover

- B.2.3 As soon as you have paid the initial or single premium pursuant to C.1.1 the provisional cover shall be converted to final insurance cover.

Retroactive discontinuation of provisional cover

- B.2.4 The provisional cover shall not apply retroactively if we have accepted your application unchanged and you have not immediately (i.e. at the latest within 14 days) paid the initial or single premium specified in the insurance policy after two weeks of receipt of the insurance policy. You shall then have no cover from the outset; this shall only apply if you are responsible for the untimely payment.

Cancellation of the provisional cover

- B.2.5 You and we are entitled to cancel the provisional cover at any time. Our cancellation shall be effective two weeks after your receipt of our cancellation.

Termination of the provisional cover by revocation

- B.2.6 If you revoke the insurance contract pursuant to § 8 Insurance Contract Act, the provisional cover shall end upon our receipt of your revocation.

Premium for provisional cover

- B.2.7 For the period of provisional cover we shall be entitled to the respective partial premium contribution.

C Payment of premium contributions

C.1 Payment of initial or single premium

Timely payment

- C.1.1 The initial or single premium specified in the insurance policy shall be due two weeks after receipt of the insurance policy. This amount must be paid immediately (i.e. at least within 14 days.)

Untimely payment

- C.1.2 If you do not effect timely payment of the initial or single premium you shall have no cover, unless you are not responsible for the non-payment or delayed payment. If you are not responsible for the untimely payment, the cover shall be in place with effect of the payment.
- C.1.3 Moreover, we can rescind from the contract as long as the premium is not paid. The rescission shall be excluded if you are not responsible for the non-payment. After the rescission we can demand an expense charge. This shall be 10% of the annual premium for every month started as of the start of the cover applied for until our rescission, however, maximum 40% of the annual premium, however, without insurance tax.

C.2 Payment of subsequent premium contribution

Timely payment

C.2.1 The payment of a subsequent premium contribution shall be due at the time specified in the insurance policy or premium statement.

Untimely payment

C.2.2 If you do not pay a subsequent premium on time, we shall request you to pay the outstanding premium plus damages for the delay (expenses and interest) within two weeks of receipt of our request.

C.2.3 If there is a loss occurrence after the two-week deadline and at this point these amounts – including any expenses and interest – have not been paid, you shall have no cover. However, we shall be obliged to perform if you are not responsible for the untimely payment.

C.2.4 If you are still in arrears of payment of these amounts after the two-week deadline, we may cancel the contract with immediate effect. Our cancellation shall become ineffective if you pay these amounts within one month of our cancellation. If we have effected the cancellation in combination with a reminder the cancellation shall become ineffective if you pay within one month of the expiry of the reminder.

For loss events which occur in the time after expiry of the two-week payment deadline up until your payment you shall have no insurance cover. Insurance cover shall only be in place for loss events after your payment.

C.3 Untimely payment upon change of vehicle liability

If you insure a vehicle with us other than the vehicle already insured with us (change of vehicle), for the new contract in the event of untimely payment of the initial or single premium we shall apply the more favourable regulations for subsequent premium contributions pursuant to C.2.2 - C.2.4. Moreover, we shall not refer to the retroactive discontinuation of provisional cover pursuant to B.2.4. For this the following prerequisites must be given:

- More than six months have not passed between the end of the insurance of the former vehicle and the start of the insurance of the other vehicle,
- Type and use of vehicle remain the same.

If we cancel the insurance relationship for reasons of non-payment we shall be entitled to demand an expense charge pursuant to C.1.3.

C.4 Payment period

Premium contributions for your insurance must be paid in accordance with the payment period agreed upon. The payment period is the period of insurance ~~pursant~~ pursuant to § 12 ~~Insurance~~ **insurance** Contract Act. Which payment period you have arranged with us can be seen in your insurance policy.

The period of the contract that can differ to the payment period is regulated in Section G.

C.5 Obligation to premium contribution in secondary liability in motor ~~liability~~ **liability insurance**

If despite the termination of the insurance contract we remain obliged to perform in motor liability insurance due to § 117 Section 2 Insurance Contract Act towards a third party, we shall be entitled to the premium contribution for this period of obligation. Our rights pursuant to § 116 Section 1 Insurance Contract Act shall remain unaffected.

D Your obligations when using the vehicle

D.1 For all types of insurance

Intended purpose

D.1.1 The vehicle may only be used for the intended purpose specified in the insurance policy, see also Appendix 3 for the definition of type and use of vehicle.

Authorized driver

D.1.2 The vehicle may only be driven by an authorized driver. An authorized driver is a person who uses the vehicle with the knowledge and will of the ~~the~~ person entitled to dispose of the vehicle. Moreover, you, as the holder or owner of the vehicle, may not permit an unauthorized driver to use the vehicle.

Driving with a driving license

D.1.3 The driver of the vehicle may only drive on public highways or places with the required driving license. Moreover, you, as the holder or owner of the vehicle, may not allow the vehicle to be used by a driver without the required driving license.

D.2 Supplementary to motor liability insurance and environmental damage insurance

Alcohol and other drugs

D.2.1 The vehicle may not be driven if the driver, under the influence of alcohol or other drugs, is not in a position to drive the vehicle safely.

Moreover, you, as the holder or owner of the vehicle, may not allow the vehicle to be used by a driver who, under the influence of alcohol or other drugs, is not in a position to drive the vehicle safely.

N.B.: In own-damage, motor assistance, motor casualty insurance, driver protection insurance and protection abroad insurance the regulations pursuant to A.2.17.1, A.3.9.1, A.4.9.2, A.5.7.6 shall also apply.

Unauthorized racing

D.2.2 The vehicle may not be used for the participation in driving events or ~~practise~~ **practice** drives where the objective is achieving a maximum speed and these are not officially authorized.

N.B.: Officially authorized motor sport events are excluded from insurance cover pursuant to A.1.5.2. Also in own-damage, motor assistance, motor casualty insurance, driver protection insurance and protection abroad insurance there shall, pursuant to A.2.17.2, A.3.9.2, A.4.9.3 and A.7.5.6, be no insurance cover in place for drives where the objective is achieving a maximum speed.

D.3 What are the consequences of violation of these obligations?

Release from obligation to perform or reduction in indemnity

D.3.1 If you deliberately violate one of your obligations regulated by D.1 and D.2 you shall have no insurance cover. In the case of gross negligence we shall be entitled to reduce our indemnity in the relation to the seriousness of your fault. If you can prove that you did not gross negligently violate the obligation the insurance cover shall remain in place.

In the event of a violation of obligation in motor insurance pursuant to D.2.1 Sentence 2 we shall not be released from the obligation to perform insofar as you, as a vehicle occupant, who did not drive the vehicle, suffered a personal injury.

D.3.2 Notwithstanding D.3.1, we shall be obliged to perform insofar as the violation of obligation is not causal for the occurrence of the loss event or the scope of our obligation to perform. This shall apply if you fraudulently violate the obligation.

Limitation of release from obligation to perform in motor liability insurance

D.3.3 In motor liability insurance the release from obligation to perform or reduction of indemnity towards you and the co-insured persons resulting from D.3.1 shall be limited to a maximum of 5,000 EUR per person. Moreover, instead of the insured sums agreed upon, the minimum sums insured applicable in Germany shall apply.

Sentence 1 and 2 shall apply mutatis mutandis, if we are completely or partially released from obligation to perform due to an increased risk undertaken by you (§§ 23, 26 Insurance Contract Act).

D.3.4 We shall be completely released from our obligation to perform towards a driver who has acquired the vehicle by committing an intentional crime.

E What are your obligations in the event of loss?

E.1 For all types of insurance

Obligation of notification

E.1.1 You are obliged to notify us of any loss event that can lead to an indemnity on our part. The deadline for the notification is

- in the tariffs Komfort and KomfortPlus ten days
- in the tariffs EasySmart Komfort and EasySmart KomfortPlus seven days

E.1.2 Should the police, the public prosecutor or another authority be investigating the loss event, you shall be obliged to communicate the procedure of the process (e.g. penalty order, demand for a fine) to us immediately, even if you have already notified us of the loss.

Duty of disclosure

E.1.3 You shall be obliged to do everything that can solve the loss occurrence. This means that you must answer our questions as to the circumstances of the loss event truthfully and in their entirety and may not leave the place of accident without making the necessary determinations. You must follow our instructions which are necessary to clarify the loss occurrence.

Duty to avert, minimize or mitigate loss

E.1.4 In the event of damage you shall be obliged, if possible, to avert or minimize the loss. In such a case you must follow our instructions.

E.2 Supplementary to motor liability insurance

Claims made out of court

E.2.1 If claims are made against you, you shall be obliged to notify us. The deadline for notification shall be:

- in the tariffs Komfort and KomfortPlus ten days
- in the tariffs EasySmart Komfort and EasySmart KomfortPlus seven days

Notification of minor losses

E.2.2 If you regulate or want to regulate a property damage that shall presumably not amount to more than

- 750 EUR in the tariffs Komfort and KomfortPlus
- 500 EUR in the tariffs EasySmart Komfort and EasySmart KomfortPlus

you only have to notify us of the claim if the self-regulation is not successful.

Judicially enforced claims

- E.2.3 If a claim against you is judicially enforced (e.g. legal action, court order), you must notify us immediately.
- E.2.4 You must allow us to conduct the legal action. We shall be authorized to appoint a lawyer on your behalf, to whom you must award power of attorney and provide with all information necessary and requested documentation.

Impending expiry of deadline

- E.2.5 If, at the latest two days before the expiry of the deadline, you have not received any instructions from us you shall have to lodge an appeal against the court order or a notification from an authority in due time.

E.3 Supplementary to Comprehensive and Collision insurance

Notification of the loss in the event of theft of the vehicle

- E.3.1 In the event of theft of the vehicle or co-insured parts you shall be obliged, notwithstanding E.1.1, to notify us immediately in writing. Your notification of loss must be signed by you.

Receipt of instructions

- E.3.2 Insofar as the circumstance allow it, you must obtain our instructions before disposing of or having the vehicle repaired, and follow these as far as these are reasonable. This shall also apply for co-insured parts.

Report to police

- E.3.3 If the damage by theft, fire or game exceeds 600 EUR, you shall be obliged to report this to the police immediately

.Answering our questions as to mileage and driver

- E.3.4 If we ask you about the mileage of your vehicle at the time of loss and/or who was driving the vehicle at the time of loss, you shall be obliged to answer these questions.

E.4 Supplementary to motor assistance

Receipt of instructions

- E.4.1 Before claiming one of our services you should await instructions from us, insofar as the circumstances allow this and follow these instructions, insofar as that is reasonable.

Examination, documents, medical confidentiality

- E.4.2 You shall allow us every reasonable examination of the cause and amount of damage and the scope of our obligation to perform, present original documentation to prove the claims amount and to release the attending doctors from their confidentiality pursuant to § 213 Insurance Contract Act.

E.5 Supplementary to motor casualty insurance and in driver protection insurance

Notification of death within 48 hours

- E.5.1 If the accident has caused the death of one of the insured persons, the beneficiaries of the insurance contract must notify us within 48 hours, even if the accident has already been reported. We should have the right to have an autopsy carried out by a doctor appointed by us.

Medical examination, reports, release from medical confidentiality

- E.5.2 After an accident you shall be obliged
- a to consult a doctor,
 - b follow the doctor's orders,
 - c to diminish the consequences of the accident as much as possible,
 - d ensure that the reports and testimonies required by us are drawn up as soon as possible,
 - e to be examined by a doctor appointed by us, whereby we shall bear the necessary costs including any loss of earnings,
 - f to release doctors treating you for other reasons, other insurers, health funds and authorities from confidentiality pursuant to § 213 Insurance Contract Act and to allow them to provide us with all information required.

Deadline for the determination and assertion of invalidity

- E.5.3 Please note the 15-month deadline for the determination and assertion of invalidity pursuant to A.4.5.1.

E.6 Supplementary to damage protection abroad insurance

Support in the assertion of claims towards third parties

- E.6.1 You shall support us in the assertion of claims vis-à-vis third parties and follow our instructions herein.

Police documentation of the accident

- E.6.2 You shall be obliged to have the accident documented by the police.

Receipt of our instructions

- E.6.3 Insofar as the circumstances allow it, you must obtain our instructions before disposing of or having the vehicle repaired and follow these as far as these are reasonable.

Medical examination, reports, release from medical

- E.6.4 To determine compensation claims due to personal injury you shall be obliged to be examined by a doctor appointed by us. We shall bear the costs necessary. You shall be obliged to release doctors treating you for other reasons, other insurers, health funds and authorities from confidentiality pursuant to § 213 Insurance Contract Act and to allow them to provide us with all information required.

E.7 Supplementary to environmental damage insurance

Particular obligation of notification

- E.7.1 You shall be obliged to immediately notify us of any damage event that could lead to indemnity pursuant to the Environmental Damages Act, even if no remedial or cost claims have been made.

Immediate and comprehensive information

E.7.2 You shall also be obliged to inform us immediately and comprehensively on the following:

- the information you have pursuant to § 4 Environmental Damages Act given to the authority responsible,
- a legal third-party complaint,
- official action due to the avoidance or remediation of environmental damage towards you,
- issue of a court order,
- claims for compensation for the avoidance, limitation or remediation of environmental damage caused to a third party,
- institution of public prosecution, official or legal proceedings. .

Support in clarification

E.7.3 As far as this is reasonable, you must ensure the prevention and reduction of the damage and follow our instructions. You must inform us in detail and truthfully of the damage and support us in the damage investigation and claim adjustment. You must inform us of all circumstances that are important for processing the claim and provide us with the documents requested by us.

Coordination of obligations

E.7.4 You must coordinate all measures and obligations connected with environmental damage with us.

Objection

E.7.5 You must make a timely appeal against a court order or an administrative act connected with environmental damage. In such a case you need not wait for our instructions.

Litigation

E.7.6 You shall cede litigation or opposition proceedings to us. We shall be entitled to appoint a lawyer on your behalf to whom you shall give the power of attorney and provide with all information necessary and documentation required.

E.8 What are the consequences of violation of these obligations?

Release from obligation to perform or reduction in indemnity

E 8.1 If you deliberately violate one of your obligations regulated by E.1 - D.2 you shall have no insurance cover. In the case of gross negligence we shall be entitled to reduce our indemnity in the relation to the seriousness of your fault. If you can prove that you did not gross negligently violate the obligation the insurance cover shall remain in place.

E 8.2 Notwithstanding E.8.1, we shall be obliged to perform insofar as the violation of obligation is not causal for the occurrence of the loss event or the scope of our obligation to perform. This shall not apply if you fraudulently violate the obligation.

Limitation of release from obligation to perform in motor liability insurance

E.8.1 In motor liability insurance the release from obligation to perform or reduction of indemnity towards you and the co-insured persons resulting from E.8.1 shall be limited to a maximum of 2,500 EUR per person.

E.8.2 If you have deliberately and seriously violated the obligation to assist and reduce damage pursuant to E.1.3 and E.1.4 (in particular leaving the scene of the accident, failure to render assistance, deliberate false statements to us), our payment release shall be extended to a limit of

maximum of 5,000 EUR.

Complete release from obligation to perform in motor liability insurance

E.8.3 If you violate your obligations with the intention of gaining an illegal pecuniary advantage for yourself or a third party we shall be completely released from our obligation to perform as far as the pecuniary gain is concerned.

Particularities in motor liability insurance and motor environmental damage insurance in legal disputes

E.8.4 If you deliberately violate your duty of notification pursuant to E.2.1 or E.2.3, E.7.1 or E.7.2. or your obligation pursuant to E.2.4 or E.7.6 and this leads to a binding decision which goes substantially beyond the scope of the indemnity due in accordance with the factual and legal situation, we shall also be completely released from our obligation to perform regarding the excess to be paid by us. In the case of gross negligence we shall be entitled to reduce our indemnity in the relation to the seriousness of your fault.

Minimum sums insured in motor liability insurance

E.8.5 Should you violate the motor liability insurance obligations pursuant to E.1 and E.2 the minimum sums insured applicable in Germany shall apply instead of the insurance sums agreed upon.

F Rights and obligations of co-insured persons

Obligations of co-insured persons

F.1 The regulations for the obligations of co-insured persons shall apply mutatis mutandis.

Exercising rights

F.2 You, as the insured person, shall only be permitted to exercise the rights of co-insured persons from the insurance contract insofar as nothing else has been agreed upon. Other regulations, in particular for asserting claims in motor liability insurance are specified in A.1.2, for driver protection insurance in A.5.2 and motor environmental damage A.7.2.

Effects of neglect of duty on co-insured persons

F.3 If we are released from our obligation to perform towards you this shall also apply in the case of co-insured persons.

An exception shall apply in motor liability insurance: we can only refer to release of obligation to perform towards co-insured persons if the circumstances responsible for the release from obligation to perform are in this co-insured person or if these circumstances were known to the co-insured person, or in the case of gross negligence unknown. If we are obliged to perform, instead of the agreed sums insured, the statutory minimum sums insured applicable in Germany shall apply. The same shall apply if we, despite termination of the insurance relation, still have to indemnify an injured third party. Regress against you shall also remain in place in these exceptions.

G Duration and cancellation of the contract, sale of the vehicle, lapse of interest

G.1 Duration of insurance contract

Duration of contract

G.1.1 The duration of your contract is specified in the insurance policy.

Automatic renewal

G.1.2 If the contract is concluded with a duration of one year it shall be renewed upon expiry for a further year, if you or we do not cancel the contract. This shall also apply if the first term upon conclusion of the contract is agreed upon as less than one year, so that the following insurance years can begin at a certain calendar date, e.g. 1st January of any year.

Contracts with aduration of less than one year

- G.1.3 If the duration is explicitly agreed upon as less than one year the contract shall end at the date and time agreed upon without any cancellation necessary.

G.2 When and for what reasons can you cancel the insurance contract?

Cancellation to the end of the insurance year

- G.2.1 You can cancel the contract at the end of the insurance year. The cancellation shall only be effective if we receive notification of the cancellation at least one month before expiry (end of the insurance year).

Cancellation of provisional insurance cover

- G.2.2 You are entitled to cancel a provisional insurance cover. The cancellation shall be effective upon our receipt of cancellation.

Cancellation after a loss event

- G.2.3 You can cancel the contract after a loss event. You can only cancel motor liability insurance if

- we have confirmed our obligation to perform, or
- we have incorrectly refused our obligation to perform, or
- we have informed you to pursue a legal dispute on a claim by a third party, or
- if a final judicial decision is taken in a legal dispute over the indemnity with a third party.

The cancellation of the motor liability insurance must be received by us within one month of your receiving grounds for giving notice.

In the other lines of insurance business, a cancellation must be received by us within one month after the negotiations on indemnity have been completed.

- G.2.4 You can determine whether the cancellation is immediately effective or at a later date, however, at the latest at the expiry of the contract.

Cancellation in the event of sale or compulsory auction of the vehicle

- G.2.5 If you sell the vehicle or it is subject to a compulsory auction, the contract shall be transferred to the purchaser pursuant to G.7.1 or G.7.6. The purchaser shall be entitled to cancel the contract within one month after purchase, if he is unaware of the existence of the insurance within one month of his knowledge. The purchaser can determine whether the contract shall end immediately or with the expiry of the contract.

- G.2.6 If the purchaser concludes a new insurance for the vehicle and presents confirmation of insurance to the licensing ~~authorities~~ **authorities** this shall automatically be valid as a cancellation of the transferred contract. The cancellation shall be effective with the start of the new insurance.

Cancellation in the event of premium increase

- G.2.7 If we increase the premium contribution on the grounds of our premium adjustment right pursuant to J.1 - J.3, you may cancel the contract within one month of receipt of notification of the premium adjustment. The cancellation shall be effective immediately, however, at the earliest at the date when the premium adjustment would have become effective. We shall inform you of premium adjustments at least one month before the adjustment comes into effect and shall refer to your right to cancellation. In addition, in the case of an adjustment pursuant to J.3 we shall indicate the difference between the premium to date and the new premium.

Cancellation in the event of a change of the use of the vehicle

- G.2.8 If the type and use of the vehicle is changed pursuant to K.5 and the premium contribution increases by more than 10 %, you can cancel the contract within one month after receipt of our notification without complying with a deadline.

Cancellation in the event of tariff structure alterations

- G.2.9 If we alter our tariffs pursuant to J.6, you can cancel the contract within one month after receipt of our notification of the alteration, even if there is no increase in the premium contribution. The cancellation shall be effective immediately, however, at the earliest at the date when the premium adjustment becomes effective. We shall inform you of the alteration at least one month before the alteration comes into effect and shall refer to your right to cancellation. The cancellation can refer to the insurance line affected or to the entire contract.

Cancellation in the event of alterations in terms and conditions

- G.2.10 If we exercise our right to the alteration of conditions pursuant to Section N, you can cancel the contract within six weeks of receipt of our notification. The cancellation shall be effective immediately, however, at the earliest at the date when the alteration to the conditions becomes effective. We shall inform you of the alteration at least six weeks before the alteration comes into effect and shall refer to your right of cancellation.

Cancellation of discount protection

- G.2.11 You can cancel the discount protection pursuant to I.3.5 at the end of the insurance year. This cancellation can be effected regardless of the cancellation of an insurance line. The cancellation shall be effective if we receive notification thereof at least one month before the end of the insurance year. A cancellation of the discount protection of one type of insurance shall also terminate the discount protection of another type of insurance. In the case of a termination of the motor liability insurance or the Comprehensive and Collision insurance the existing discount protection shall also end, without a separate cancellation being required.

Cancellation of gap cover or the BBB cover

- G.2.12 You can cancel gap cover pursuant to A.2.20 or the BBB cover pursuant to A.2.21 at the end of the insurance year. The gap cover can also be cancelled at the expiry of the leasing contract. This cancellation can be effected independent of the insurance business line. The cancellation shall be effective if we receive it at least one month before expiry of the insurance year. In the event of the termination of Comprehensive and Collision insurance the gap and BBB cover shall also end, without a separate cancellation being required.

G.3 When and for what reasons can you we cancel the insurance contract?

Cancellation at expiry

- G.3.1 We can cancel the contract at the end of the insurance year. The cancellation shall only be effective if you receive notification of cancellation at least one month before expiry (end of the insurance year).

Cancellation of provisional insurance cover

- G.3.2 We are entitled to cancel a provisional insurance cover. The cancellation shall be effective two weeks after your receipt of notification.

Cancellation after a loss event

- G.3.3 After a loss event we can cancel the contract.
We can only cancel motor liability insurance if we have confirmed our obligation to perform, or if a final judicial decision has been taken in a legal dispute over indemnity with a third party.

In motor liability insurance the cancellation must be effected within one month of our recognition of obligation to perform or within one month of the final judicial decision has been taken in a legal dispute over the indemnity with a third party.

In the other types of insurance you must receive the cancellation within one month after the conclusion of negotiations on the indemnity.

Our cancellation shall be effective one month upon your receipt.

Cancellation in the event of non-payment of subsequent premium contribution

- G.3.4 If within the two week deadline you have not paid the outstanding subsequent premium contribution plus expenses and interest despite our request pursuant to C.2.2, we may cancel the contract with immediate effect. Our cancellation shall be ineffective if you pay these amounts within one month of the receipt of the cancellation (see also C.2.4).

Cancellation in the event of violation of your obligation in the use of the vehicle

- G.3.5 If you have violated one of your obligations in the use of the vehicle pursuant to D, we can, within a month of our knowledge of this violation, cancel the contract with immediate effect. This shall not apply if you have proved that the violation was neither with intent nor with gross negligence.

Cancellation in the event of a change of use of the vehicle

- G.3.6 If the type and use of the vehicle is changed pursuant to K.5, we can cancel the contract immediately. If you can prove that the change was neither due to intent nor gross negligence the cancellation shall be effective after one month of your receipt of the cancellation.

Cancellation in the event of sale or compulsory auction of the vehicle

- G.3.7 If vehicle is sold or subject to compulsory auction pursuant to G.7 we can cancel the insurance cover for the buyer. We must effect cancellation within one month of our knowledge of the sale or compulsory auction. Our cancellation shall be effective one month after the buyer has received our cancellation.

Cancellation of discount protection

- G.3.8 We can cancel the discount protection pursuant to I.3.5 at the end of the insurance year. This cancellation can be effected regardless of the cancellation of an insurance line. The cancellation shall be effective if you receive notification thereof at least one month before the end of the insurance year. A cancellation of the discount protection of one type of insurance shall also terminate the discount protection of another type of insurance. In the case of a termination of the motor liability insurance or the Comprehensive and Collision insurance the existing discount protection shall also end, without a separate cancellation being required.

Cancellation of the GAP cover or the BBB cover

- G.3.9 We can cancel the gap cover pursuant to A.2.20 or the BBB cover pursuant to A.2.21 at the end of the insurance year. We can also cancel the gap cover at the expiry of the leasing contract. This cancellation can be effected independent of the insurance business line. The cancellation shall be effective if you receive it at least one month before expiry of the insurance year. In the event of the termination of Comprehensive and Collision insurance the gap and BBB cover shall also end, without a separate cancellation being required.

G.4 Cancellation of individual types of insurance

- G.4.1 The motor liability, Comprehensive and Collision, motor assistance, damage protection abroad and motor-casualty insurance are all legally independent contracts.

The cancellation of one of these contracts does not affect the continuation of others.

Notwithstanding this, with the cancellation of motor liability insurance the driver protection, damage protection abroad and motor environmental protection insurance shall also end.

- G.4.2 If there is a reason for cancellation in the case of one of these insurance contracts you and we shall be entitled to cancel the entire motor insurance for the vehicle.
- G.4.3 If we cancel only one of several contracts concluded for the vehicle and you inform us within two weeks of our cancellation that you do not agree to the continuation of the other non-cancelled contracts, the entire motor insurance for the vehicle shall be considered cancelled. The same shall apply for us if you only cancel one of several contracts.
- G.4.4 G.4.1 and G.4.2 shall apply if several vehicles are insured under one contract.

G.5 Method and submission of cancellation

Any cancellation must be made in writing and shall only be effective if it is received within the respective deadline. The cancellation submitted by you must bear your signature.

G.6 Premium statement after cancellation

In the case of a cancellation before the end of the insurance year we shall be entitled to the proportional premium amount corresponding to the term of insurance.

G.7 What must to be considered upon the sale of the vehicle?

Transfer of insurance to the buyer

- G.7.1 If you sell your vehicle the insurance shall be transferred to the buyer. This does not apply to motor casualty insurance.
- G.7.2 We shall be entitled and obliged to adjust the premium contribution in accordance with the details given by the purchaser, as we would in the case of a new contract. This shall also apply to the no-claims bonus of the purchaser which is calculated according to his claims history. The new premium shall apply as of the day of transfer of the insurance.
- G.7.3. We can demand the premium contribution for the current payment period either from you or from the purchaser.

Notification of sale

- G.7.4 You and the purchaser are obliged to immediately notify us of the sale of the vehicle. If there is no notification there a risk of loss of insurance cover under the conditions of § 97 Insurance Contract Act.

Cancellation of the contract

- G.7.5 In the case of sale the purchaser can cancel the contract pursuant to G.2.5 and G.2.6 or we may cancel pursuant to G.3.7. In such a case we can only demand the premium contribution from you.

Compulsory auction

- G.7.6 The regulations G.7.1 - G.7.5 shall apply if your vehicle is subject to compulsory auction.

G.8 Lapse of interest (e.g. due to vehicle being scrapped)

If the insured risk no longer exists, we shall be entitled to the premium contribution until we are informed of the lapse of interest.

H Immobilization, seasonal license plates, driving with unregistered license plates

H.1 What should be considered when immobilizing the vehicle?

Waiver of insurance

- H.1.1 If the vehicle is immobilized and is to be re-licensed at a later date the contract shall not be terminated.
- H.1.2 The contract shall be converted into a non-contributory insurance when the licensing authority informs us of the immobilization, unless the delicensing is for less than a period of two weeks or you demand an unrestricted continuation of the insurance cover to date.
- H.1.3 The regulations pursuant to H.1.1 and H.1.2 shall not apply for camper trailers or for contracts with explicitly shorter terms than one year.

Scope of the waiver of insurance

- H.1.4 With the non-contributory waiver of insurance we shall grant you during the period of immobilization limited insurance cover:
The waiver of insurance protection comprises
- motor liability insurance,
 - motor environmental damage insurance,
 - Comprehensive insurance if a Comprehensive and Collision or Comprehensive insurance was in place at the time of immobilization.

Your obligations in the case of waiver of insurance

- H.1.5 For the term of waiver of insurance you shall be obliged to park the vehicle – not only temporarily in a garage (e.g. single or common garage) or in an enclosed parking space (e.g. a closed courtyard) and not to use the vehicle outside these premises. If you violate this obligation we shall, under these circumstances, be released from our obligation to perform pursuant to D.3.

Re-licensing

- H.1.6 If the vehicle is re-licensed (end of immobilization), the original insurance cover shall be reinstated. You must inform us of the end of the immobilization immediately.

End of the contract and immobilization

- H.1.7 The contract and with that the waiver of insurance shall end 18 months after the immobilization without a cancellation being necessary.
- H.1.8 If you re-register the vehicle during the waiver of insurance with an insurance certificate of another insurer we shall have the right to continue our contract and demand the other insurer to discontinue his contract.

H.2 What special conditions apply with seasonal license plates?

- H.2.1 For vehicles insured with seasonal license plates we shall warrant the agreed insurance cover for the period documented on the official license plate (season).
- H.2.2 Outside the season you shall have cover under a waiver of insurance according to H.1.4 and H.1.5.
- H.2.3 For journeys outside the season you shall have motor liability insurance cover within the licensing district applicable for the holder plus a bordering district if these journeys are carried out for licensing reasons or for the purpose of a general inspection, safety test or an exhaust emission check.

H.3 Driving with unregistered license plates

Insurance cover in motor liability insurance and in motor assistance cover

- H.3.1 In motor liability insurance and motor assistance insurance cover shall be in place for driving to license the vehicle with unregistered license plates. This shall not apply for runs in which a red special license plate or a short-term plate is necessary.

What are licensing runs?

- H.3.2 Licensing runs are runs which are effected within the licensing district (and neighboring neighboring districts) of the holder for licensing purposes. These include return drives from the licensing authority after the removal of the official sticker. Moreover, runs to the general inspection or registration are also insured, if the licensing authority has in advance issued an unregistered number plate.

I No claims bonus system

I.1 No-claims bonus categories classification (NCB)

In motor liability and Comprehensive and Collision insurance the classification of your contract in a no-claims bonus category and the resulting premium contribution rate is based on your claims history. The premium contribution for the driver protection insurance is proportionally dependent on the premium contribution of the motor liability insurance. Therefore, if the contribution rate changes in motor liability, it shall also change in driver protection insurance. This shall only apply for the vehicle specified in the tables in Appendix 1; the regulations for the premium contribution in driver protection refer only to passenger cars.

There shall be no no-claims bonus classification for trailers, buses, trikes, quads, taxis, hire cars, agricultural tractors, special special vehicles, self-drive rental cars and self-drive work machines, as well as all kinds of vehicle that have an export license plate, a permanent special license plate or temporary license plate.

I.2 Initial classification

I.2.1 Initial classification in NCB category 0

If your contract starts without a claims history pursuant to I.6 it shall be classified in the NCB category 0.

I.2.2 Special classification of a passenger in NCB category ½ or NCB category 2

Special classification in NCB category ½

- I.2.2.1 If your contract for a passenger car, motorcycle or motor home starts without a claims history pursuant to I.6 it shall be classified in the NCB category ½, if
- in your name a passenger car, motorcycle or motor home is already registered at this time classified in motor liability insurance in at least the NCB category ½, or
 - in your name or in that of your spouse, registered life partner or co-habiting common-law spouse a passenger car, motorcycle or motor home is already registered at this time and is classified in motor liability insurance in at least the NCB category ½, and you have had a valid driving license for passenger cars for at least one year issued by a member state of the European Economic Area (EEA) or this is an equivalent license pursuant to I.2.6, or
 - you prove that due to a valid driving license issued by a member state of the European Economic Area (EEA) or an equivalent license pursuant to I.2.6 you have been permitted to drive a passenger car, motorcycle or motor home for at least three years.

The special classification in the NCB category ½ shall not apply for passenger cars, motorcycles or motor homes with an export license plate, temporary license plate or red license plate.

Special classification in in NCB category 2

- I.2.2.2 If your contract for a passenger car, motorcycle or motor home starts without a claims history pursuant to I.6 it shall be classified in the NCB category 2, if
- in your name or in that of your spouse, registered life partner or co-habiting common-law spouse a passenger car, motorcycle or motor home is already registered and insured with us, and is classified in motor liability insurance in at least the NCB category 2, and
 - **and** you have had a valid driving license for passenger cars for at least one year issued by a member state of the European Economic Area (EEA) or an equivalent license pursuant to I.2.6, and
 - you and the respective driver are at least 25 years old

The special classification in the NCB category 2 shall not apply for passenger cars, motorcycles or motor homes with an export license plate, temporary license plate or red license plate.

I.2.3 Special classification of a passenger car or motorcycle under partner discount

Explanation of partner discount

- I.2.3.1 If your contract for a passenger car or motorcycle starts without a claims history pursuant to I.6 it can maximally be classified in the same NCB category as the existing first contract with us if
- a in your name or in that of your spouse, registered life partner or co-habiting common-law spouse a passenger car (if your vehicle is a passenger car) or motorcycle (if your vehicle is a motorcycle) is registered and insured with us and this (first contract) is at this time at least classified in a NCB category in motor liability insurance, and
 - b you are the holder of the vehicle, and
 - c you and your spouse, registered life partner or co-habiting common-law spouse have the identical place of residence, and
 - d the contract of your spouse, registered life partner or co-habiting common-law spouse and a possible preliminary contract existing in your name has not had any claims in the last two years or – in the case of a shorter term - during that term, and
 - e and you have a valid driving license for passenger cars or motorcycles issued by a member state of the European Economic Area (EEA) or an equivalent license pursuant to I.2.6.

The first contract is the contract of your spouse, registered life partner or co-habiting common-law spouse, which must exist with us or will be concluded at the **4th** January of the following year.

The NCB category for the partner contract is determined on one hand by the length of time you have had a valid driving license (with proof) and on the other hand by the NCB category of the first contract (e.g. first contract in NCB 20, you have had a valid driving license for 8 years: a maximum of NCB 7 is possible in partner contract).

The partner discount can only be granted as long as the first contract exists with us. The conclusion of a discount protection pursuant to I.3.5 is not possible for a partner contract.

Use of the vehicle

- I.2.3.2 a A vehicle insured under partner discount may only be used by authorized drivers who are at least 25 years old.
- b The use of a vehicle insured under partner discount by users under the age of 25 is only permitted in emergency situations or if the user is a hotel employee, potential buyer, a repair workshop employee or a representative of the institution responsible for the general inspection in the line of his duty. The inability of the insured person to drive due to the influence of alcohol or drugs shall not apply as an emergency situation.
- c If the vehicle is used by a driver under the age of 25 and it is not an exception as specified in b, the partner discount shall be cancelled retroactively to the beginning of the current insurance year and we shall charge a contractual penalty of a year's premium.
- d The special classification in partner discount shall not apply for passenger cars and motorcycles with an export license plate, temporary license plate or red license plate.

I.2.4 Account of the claims history of motor liability insurance in Comprehensive and Collision insurance

If the insured vehicle is a passenger car, motorcycle or camping vehicle and, along with motor liability insurance, you also conclude a Comprehensive and Collision motor insurance with a term of one year (see G.1.2), you can request that the classification be effected according to the claims history of the motor liability insurance. This shall not apply if a Comprehensive and Collision insurance for the insured vehicle or for a previous vehicle in terms of I.6.1 has been in place in the last 12 months; in such a case we shall assume the claims history pursuant to I.6.

I.2.5 Driving license special regulations

If your contract for a passenger car or motorcycle starts in the NCB category 0, we shall upgrade your application as soon as you have had a driving license for a passenger car or motorcycles for three years and the following prerequisites are given:

- the contract has had no claims and
- your valid driving license for passenger cars or motorcycles is issued by a member state of the European Economic Area (EEA) or an equivalent license pursuant to I.2.6.

I.2.6 Equivalent driving licenses

Within the scope of NCB classification driving licenses from states outside the European Economic Area (EEA) are equivalent to ~~driving~~ **driving** licenses from a member state of the EEA if these, according to the provision of the Driving Licensing ~~Regualtions~~ **Regulations**, can be converted without any further theoretical or practical driving test or has been converted after fulfilling the requirements.

I.2.7 Special classification of a passenger car under single driver discount

Explanation of the single driver discount

- I.2.7.1 If your contract for a passenger car starts without a claims history pursuant to I.6., it can maximally be classified in the same NCB category as the existing passenger car first contract, if
- a a passenger car is already registered in your name and insured with us and this (first contract) is at this time at least classified in a NCB category in motor liability insurance, and
 - b you are the holder of the vehicle and are at least 25 years old, and
 - c your first contract and a possible preliminary contract existing in your name has not had any claims in the last two years or – in the case of a shorter term - during that term, and
 - d you have a valid driving license for passenger cars or motorcycles issued by a member state of the European Economic Area (EEA) or an equivalent license pursuant to I.2.6

The first contract is the contract that already exists with us or shall have to be concluded at 1 January of the following year.

The NCB category for the single driver discount contract is determined on the one hand by the length of time you have had a valid driving license (with proof) and on the other hand by the NCB category of the first contract (e.g. first contract in NCB 20, you have had a valid driving license for 8 years: a maximum of NCB 7 is possible in the partner contract).

The single driver discount can only be granted as long as the first contract exists with us. The conclusion of a discount protection pursuant to I.3.5 is not possible for a single driver discount contract.

Use of vehicle and sanctions in the case of breach of contract

- I.2.7.2
- a. A vehicle insured under single driver discount may only be driven by you.
 - b. The use of a vehicle insured under single driver discount by other users is only permitted in emergency situations or if the user is a hotel employee, potential buyer, a repair workshop employee or a representative of the institution responsible for the general inspection in the line of his duty. The inability of the insured person to drive due to the influence of alcohol or drugs shall not apply as an emergency situation.
 - c. If the vehicle is used by another driver and it is not an exception, as specified in b, the single driver discount shall be cancelled retroactively to the beginning of the current insurance year and we shall charge a contractual penalty of a year's premium.
 - d. The special classification in single driver discount shall not apply to passenger cars and motorcycles with an export license plate, temporary license plate or red license plate.
 - e. The annual mileage of the passenger car insured under single driver discount may not exceed 15,000 km. If this contractually agreed maximum annual mileage is exceeded the single driver discount shall be cancelled retroactively to the beginning of the current insurance year and we shall charge a contractual penalty of a year's premium

I.3 Annual re-classification

We shall re-classify your contract at 1 January of every year in accordance with the claims history of the last calendar year. The re-classification shall apply as of the first premium contribution due date.

I.3.1 Upgrade in the case of no claims

If your contract is claims-free for a calendar year and the insurance cover has been continuously in place your contract shall be upgraded to the next NCB category according to the respective table in Appendix 1.

I.3.2 Upgrade for seasonal license plates

If the insured vehicle registered with a seasonal license plates (see H.2), we shall only effect an upgrade in the case of no-claims pursuant to I.3.1 if the season is at least six months.

I.3.3 Upgrade for contracts with NCB categories 2, ½, S, 0 or M

If the insurance cover has been continuously in place for the entire calendar year we shall in the case of no-claims upgrade your contract from the NCB category ½, S, 0 or M to the NCB category 1.

If your contract started in the period from 2 January to 1 July of a calendar year with a classification in the NCB category 2, ½ or 0 and at least six months' insurance cover was in place until 31 December, it shall in the case of no-claims be classified at 1 January of the following calendar year as follows:

From NCB category 2 to NCB category 3, from NCB category ½ to NCB category 1, from NCB category 0 to NCB category ½.

I.3.4 Downgrade in case of claims

If you have made a claim against the contract in a calendar year, it shall be downgraded as specified in the respective table in Appendix 1. The day of the notification of claim to us shall be the relevant date.

I.3.5 Discount protection for motor liability and Comprehensive and Collision insurance

Insured vehicles

I.3.5.1 You may only conclude discount for passenger cars.

The discount protection cannot be concluded for contracts which

- a are based on the regulations pursuant to I.2.3 (partner discount), or
- b are based on flat-rate or fleet agreements, or
- c are based on fictitious NCB categories,
- d were concluded on the basis of the regulations pursuant to I.2.2.2
- e were concluded on the basis of the regulations pursuant to I.2.7 (single driver discount).

You can see whether you have concluded discount protection in your insurance policy.

Classification in the case of one claim

- I.3.5.2 For passenger cars for which discount protection was agreed pursuant to I.3.5.1, the following shall apply: per calendar year you can report one claim in terms of I.4.2. without this affecting the discount in motor liability or Comprehensive and Collision insurance.

Instead of that, in the following calendar year an upgrade shall be made into the next NCB category. Attention should be paid to the regulations in I.3.1 and I.3.2.

Classification in the case of more than one claim

- I.3.5.3 For passenger cars for which discount protection was agreed pursuant to I.3.5.1, the following shall apply: if in a calendar year you report us more than one claim in motor liability or Comprehensive and Collision insurance in the terms of I.4.2, the contract shall be downgraded in the respective insurance line in accordance with the respective applicable table in Appendix 1. The first claim affecting your discount shall not be taken into account.

Prerequisites for concluding discount protection

- I.3.5.4 If you have concluded motor liability and Comprehensive and Collision insurance for your passenger car you can at the same time apply for discount protection only for both types of insurance.
- I.3.5.5 The contract for motor liability and, if in place, the Comprehensive and Collision insurance, must upon conclusion of the discount protection, be classified at least in the NCB category 5.
- I.3.5.6 In order to conclude the discount protection you and all drivers of the passenger car must at the beginning of the term of insurance be at least 25 years old.
- I.3.5.7 In the last 12 months before the first conclusion of discount protection a claim in terms of I.4.2 may not have been reported to us or to any other insurer.

Non-fulfillment or non-observation of the prerequisites

- I.3.5.8 If, after conclusion of the contract, it turns out that one of the prerequisites under I.3.5.4 to I.3.5.7 was not fulfilled or observed, we shall downgrade your contract from the point in time when the prerequisites fail to be fulfilled to the NCB category it would have been in without a discount protection, as set out in Appendix 1.
- I.3.5.9 If the prerequisites under I.3.5.4 to I.3.5.7 were culpably not fulfilled or not observed we shall exclude the discount protection from the beginning of the current insurance year. Should you have concluded the discount protection during the current insurance year we shall exclude this as of this date.
- I.3.5.10 If the passenger car is driven by a driver who is not yet 25 years old and it comes to a claim, the regulations pursuant to I.3.5.8 and I.3.5.9 shall not apply if the run took place due to an emergency situation for health reasons or the driver is a hotel employee or a car mechanic carrying out his line of duty. Your inability to drive due to the influence of alcohol or drugs shall not be considered an emergency situation.
- I.3.5.11 If you inform us during the current insurance year that the passenger car is also driven by drivers who are not yet 25 years old, the discount protection shall end at the date when the alteration comes into effect. The discount protection shall, however, end at the end of the year in which the alteration comes into effect if in the time before the alteration at least one claim that falls under the regulations of the discount protection was reported. In this case the discount protection shall not end until the end of the insurance year, even if the discount protection does not apply for claims caused by drivers under the age of 25.

End of discount protection

- I.3.5.12 If you cancel the discount protection pursuant to G.2.11 in one type of insurance then this cancellation shall apply for the other type of insurance. If the discount protection only ends in the Comprehensive and Collision insurance the discount protection in motor liability insurance can remain in place if so required and no other reasons are in conflict with this.
- I.3.5.13 With the termination of motor liability or Comprehensive and Collision insurance the discount protection shall also be terminated without a separate notice of cancellation. If only the Comprehensive and Collision insurance is terminated the discount protection can remain in place in the motor liability insurance if no other reasons are in conflict with this.

I.4 What does a loss-free claims history or loss record history mean?

I.4.1 Loss-free claims history

- I.4.1.1 A loss-free claims history of the contract shall be in place if the insurance cover continuously existed from the beginning to the end of the calendar year and no notification of a loss event has been reported to us in this time, for which we had to indemnify or make reserves. This does include expenses for adjusters, legal advice and lawsuits.
- I.4.1.2 Despite the notification of a loss event the contract shall still be considered loss-free if
- a we have to pay indemnity or make reserves only due to an agreement among the insurance companies themselves or with social security institutions or due to contribution and indemnity on the grounds of cumulative insurance, or
 - b we dissolve reserves for the loss event in the three years following the notification of loss without having paid indemnity, or
 - c the causer of the damage or his/her liability insurance has compensated our indemnity to the full extent, or
 - d we pay indemnity or make reserves for a loss event in the Comprehensive and Collision insurance that falls under the scope of own-damage, or
 - e you claim against your Comprehensive and Collision insurance only because a person with a legally required liability insurance is in fact fully liable for the loss event, but you have no claims on the liability insurer because the same has completely or partially failed, or
 - f it is a loss that falls under driver protection cover.

I.4.2 Loss record history

- I.4.2.1 A loss record history of the contract shall be in place if during one calendar year you notify us of one or more loss events, for which we have to pay indemnity or make reserves. Exceptions here are the cases pursuant to I.4.1.2.
- I.4.2.2 Should the contract, despite the notification of loss, still be considered loss-free we shall effect indemnity or form reserves in a following calendar year and downgrade your contract at ~~4.~~ 1st January of the following calendar year.

I.5 How to avoid a downgrade

You can avoid a downgrade in motor liability and Comprehensive and Collision insurance if you voluntarily, i.e. without contractual or statutory obligation, reimburse us our indemnity. In order to give you this opportunity we shall, after the completion of the claim settlement of a motor liability loss, inform you of the amount of our indemnity if this does not exceed 1,000 EUR.

If you have concluded the tariffs Komfort or EasySmart Komfort for your passenger car, or your insured vehicle is not a passenger car and you reimburse us the indemnity within six months after our notification, your motor liability or Comprehensive and Collision insurance shall be treated as loss-free.

If you have concluded the tariffs KomfortPlus or EasySmart for your passenger car, or your insured vehicle is not a passenger car and you reimburse us the indemnity within twelve months after our notification, your motor liability or Comprehensive and Collision insurance shall be treated as loss-free.

If we have informed you of the completion of the claim settlement and the amount of the refund and have to, in the course of the resumption of claim settlement, effect further indemnity, this shall not lead to an increase in the refund.

I.6 Assumption of a claims history

I.6.1 In which cases shall a claims history be assumed?

The claims history of another contract – even if this contract was with another insurer – shall be assumed in the contract of the insured vehicle under the ~~conditions~~ **conditions** pursuant to I.6.2 and I.6.3 in the following cases:

Change of vehicle

I.6.1.1 You have acquired the insured car in place of another vehicle.

Discount exchange

I.6.1.2 Apart from the insured vehicle you also own another vehicle and sell or immobilize this without a waiver of insurance and apply for the assumption of the claims history.

Claims history of another person

I.6.1.3 The vehicle of another person was predominantly driven by you and you apply for the assumption of the claims history.

Change of insurance

I.6.1.4 With your ~~vehcle~~ **vehicle** you have changed from another insurer to us.

I.6.2 What are the prerequisites for the assumption of claims history?

For the assumption of claims history the following prerequisites apply:

Vehicle groups

I.6.2.1 The vehicles between which the claims history can be transferred belong to same group of vehicles, or the vehicle of which the claims history is assumed, belongs to a higher group of vehicles than the vehicle it is to be transferred to.

a Lower vehicle group:

passenger car, light motorcycles, motorcycles, camping vehicles, heavy goods vehicles with a permissible maximum weight of up to 3.5 tonnes, forklifts, ambulances and hearses.

b Middle vehicle group:

Taxis, hire cars, heavy goods vehicles with a permissible maximum weight of more than 3.5 tonnes and towing vehicle for private haulage

c Upper vehicle group:

Heavy goods vehicles regardless of their permissible weight and towing vehicles in commercial haulage, omnibuses and tow trucks.

A transfer is also possible

- from a heavy goods vehicle with a permissible maximum weight of up to 3.5 tonnes to a heavy goods vehicle with a permissible maximum weight of up to 7.5 tonnes.

Joint assumption of claims history in motor liability and Comprehensive and Collision insurance

I.6.2.2 We shall assume the claims history in motor liability and Comprehensive and Collision insurance only jointly.

Additional regulation for the assumption of the claims history from another person pursuant to I.6.1.3

I.6.2.3 We shall accept the claims history from another person only for the term in which the vehicle of the other person was predominantly driven by you, and under the following conditions:

- a. The other person is your spouse, your registered life partner, your cohabiting common-law spouse, a parent, your child or your employer;
- b. You can show credibly the period of time in which the vehicle of the other person was predominantly driven by you, this includes in particular
 - a written declaration by you and the other person. If the other person is since deceased your declaration shall suffice, however, a copy of the death certificate of the third party must be presented,
 - presentation of a copy of your driving license to prove that during the respective period you were in possession of a valid driving license;
- c. The other person agrees to the transfer of claims history to you and herewith gives up the no-claims discount completely;
- d. Your use of the vehicle of the other person is not more than
 - 15 months ago in the tariffs Komfort and KomfortPlus
 - 12 months ago in the tariffs EasySmart Komfort and EasySmart KomfortPlus
- e. The insured vehicle is registered in your name (insured person / holder identity).

I.6.3 How does an interruption in the insurance cover affect the claims history?

In the year of assumption

- I.6.3.1 After an interruption of the insurance cover (immobilization, seasonal license plates outside the season, termination of contract, sale or lapse of interest) the following shall apply:
- a. If the interruption does not exceed six months we shall assume the claims history as if there had been no interruption
 - b. If the interruption is more than six but a maximum of twelve months we shall assume the claims history as before the interruption.
 - c. If the interruption is more than twelve months we shall deduct a loss-free year for every calendar year started since the interruption.
 - d. If the interruption is longer than seven years we shall not assume the no-claims history.

- e If the interruption is longer than twelve months but shorter than seven years we shall assume the claims history that was applicable before the interruption if, during the interruption, you were continuously in the possession of a valid driving license and can prove this to us.

Insofar as a downgrade is effected due to an interruption of more than one year and at the same time a downgrade due to a notification of loss, the downgrade shall be effected first due to the loss and then due to the interruption.

In the year after the assumption

- I.6.3.2 In the calendar year following the assumption the classification of the contract is based on its claims history and how long the insurance cover has been in place in the calendar year:
 - a If the insurance cover was in place for six months of the calendar year of assumption the contract shall be classified according to its claims history as if it had been in place for a full calendar year.
 - b If the insurance cover was in place for less than six months of the calendar year of assumption an upgrade shall not be made despite no claims.

I.6.4 Assumption of claims history after business transition

If you have taken over a business and the vehicles belonging to this, we shall assume the claims history of these vehicles under the following conditions:

- The previous business proprietor agrees to the assumption of the claims history by you, and in doing so, relinquishes the no-claims discount in its entirety,
- You make it plausible that the business transition shall not change the risk situation to date.

I.7 Classification after surrendering the claims history

- I.7.1 The claims histories in motor liability and Comprehensive and Collision insurance may only be surrendered together.
- I.7.2 After the surrender of the claims history of your contract we shall classify this in the NCB category, which you would have had at the initial classification of your contract according to I.2. If your contract was in the NCB category M or S, this classification shall remain in force.
- I.7.3 We shall be entitled to charge an increased premium due to the conversion of your contract.

I.8 Details on claims history

- I.8.1 Upon assumption of claims history we shall be entitled to receive the following information from the previous insurer:
 - Type and use of the vehicle,
 - Start and end of the contract for the vehicle,
 - Claims history of the vehicle in motor liability and Comprehensive and Collision insurance,
 - Interruptions in insurance cover of the vehicle that have not yet affected its last re-classification,

- if reserves for a loss event have been liquidated within three years of their formation without payments of indemnity and
- whether you or another insurer has already been provided this information.

I.8.2 If after the termination of your contract in motor liability and Comprehensive and Collision insurance you insure your vehicle with another insurer, we shall be entitled and obliged, upon request, to provide information on your contract and the insured vehicle pursuant to I. 8.1 to this other insurer.

Our information shall only refer to the actual claims history. Special classifications, in particular the classification in the NCB category 2 (I.2.2.2), partner discount (I.2.3), single driver discount (I.2.7) and discount protection (I.3.5) – with the exception of the regulation pursuant to I.2.2.1 – shall not be taken into account.

J Change of premium contribution due to tariff measures

J.1 Type category

If the insurance premium contribution is determined by the type of your vehicle, at the start of the contract your insurance policy shall specify which type category your vehicle has been assigned to.

An independent trustee calculates every year whether and to what extent the claims expectancy of your vehicle type has increased or decreased in relation to that of all vehicle types. If the claims expectancy of your vehicle has changed in relation to that of all vehicle types this can mean the assignment to another type category. The alteration to the premium contribution shall become effective at the beginning of the next insurance year.

J.2 Regional category

If the insurance premium contribution is determined by the place of residence of the holder the vehicle shall be assigned to a regional category. The place of residence and postal code given to us by the licensing authority on your vehicle shall be decisive. Your insurance policy specifies which regional category your vehicle is assigned to at the beginning of the contract.

An independent trustee calculates every year whether and to what extent the claims expectancy of your region, in which the place of residence / postal code of the holder, has increased or decreased in relation to that of all other regions. If the claims expectancy of your region has changed in relation to that of all regions this can mean the assignment to another regional category. The alteration to the premium contribution shall become effective at the beginning of the next insurance year.

J.3 Tariff alterations

We shall be entitled to adjust the premium contribution for motor insurance to the claims experience, to ensure a reasonable ratio between insurance premium contribution and benefits. The new premium contribution may not be higher than the tariff contribution for a new motor insurance with the same features for premium calculation and the same cover limit, as well as with unchanged General Insurance Terms and Conditions (AVB).

An increase of the premium contribution to date to the amount of the premium contribution resulting from the new tariff shall only be effective if we inform you of the premium increase, identifying the difference between the previous and the new premium contribution at least one month within the effective date and we inform you in writing of your right to cancel pursuant to G.2.7.

If the tariff contribution to date is decreased we shall be obliged to reduce the premium contribution at the beginning of the next insurance year to the amount of the new tariff contribution. Deviating agreements (e.g. contractual loadings or discounts) shall remain unaffected.

J.4 Cancellation rights

If an alteration leads to an increase in premium contribution pursuant to J.1 - J.3, you shall have the right to cancellation pursuant to G.2.7. If several alterations come into effect simultaneously you shall only have the right to cancellation if the sum of the alterations means an increase in premium contribution.

J.5 Statutory alterations to the scope of indemnity of motor liability insurance

In motor liability insurance we shall be entitled to increase the premium contribution as soon as we are obliged to increase our scope of indemnity or sums insured due to a statutory act, legal ordinance or an EU directive.

J.6 Alterations to the no-claims bonus system

We shall be entitled to change the provisions for the NCB categories pursuant to Section I and Appendix 1, if an independent trustee confirms that the altered provisions correspond to the recognized principles of actuarial mathematics and practice. The changed provisions shall become effective at the the beginning of the next insurance year.

In this case you have the right to cancellation pursuant to G.2.9.

K Premium contribution change due to your altered circumstances

K.1 Change of no-claims bonus

Your premium contribution can change due to the regulations of the no-claims bonus system pursuant to Section I.

K.2 Change of premium calculation features and their consequences

Which changes are taken into account?

K.2.1.1 If during the term of a contract a premium calculation feature is changed, we shall recalculate the premium contribution. This can cause either an increase or decrease in premium contribution.

Term of insurance and claims history with the previous insurer

K.2.1.2 If you have a passenger car or a motorcycle insured with us the premium contribution shall be determined by the length of time you with your vehicle or previous vehicle were insured at the insurer from whom we shall take into account the no-claims history pursuant to I.6.1.4. A condition for the reduction of the premium contribution is that you were insured there for a term determined by us and that in that period there were no claims made. If a motor liability and Comprehensive and Collision insurance is in place with us both insurance types must have had a no-claims history with the previous insurer so that we can reduce the premium contribution accordingly.

What do we check in a loss event?

K.2.2 In a loss event we check the mileage of your vehicle and ask you who was driving the vehicle at the time of the loss. You shall be obliged to answer our questions truthfully.

Effect on the premium contribution

K.2.3 The new premium contribution shall pursuant to K.2.1.1 apply as of the day of alteration.

K.2.4 If the annual mileage specified in the insurance policy differs to K.2.3 the new premium contribution shall apply retroactively as of the beginning of the current insurance year.

Doubling the deductible in an own-damage loss event with a driver who is too young

K.2.5 If we determine that in a loss event the vehicle was driven by a driver who has not reached the age stated in your application we shall double the agreed deductible. This

regulation shall not apply in emergency situations. or if the user is a hotel employee, potential buyer, a repair workshop employee or a representative of the institution responsible for the general inspection in the line of his duty. The inability of the insured person or another authorized driver to drive due to the influence of alcohol or drugs shall not apply as an emergency situation.

- K.2.6 Likewise, if in answer to our question, you do not inform us who was driving the vehicle at the time of damage, we shall double the agreed deductible.

Doubling the deductible in an own-damage loss event in the case of too high mileage

- K.2.7 If we determine that in a loss event the annual mileage reported is already exceeded on the day of the loss we shall double the agreed deductible.

If we determine that in a loss event the mileage of the vehicle on the day of the loss is less than the mileage stated in the application at the time of application, we shall double the agreed deductible.

- K.2.8 If, in answer to our question, you do not inform us of the mileage of your vehicle on the day of loss, we shall double the agreed deductible.

Doubling the deductible in an own-damage loss event in the case of a non-named driver

- K.2.9 If we determine that in a loss event the vehicle was driven by a driver who was not included in the named drivers in the application, we shall double the agreed deductible. This regulation shall not apply in emergency situations. or if the user is a hotel employee, potential buyer, a repair workshop employee or a representative of the institution responsible for the general inspection in the line of his duty. The inability of the insured person or another authorized driver to drive due to the influence of alcohol or drugs shall not apply as an emergency situation.

- K.2.10 If, in answer to our question, you do not inform us who was driving the vehicle at the time of the loss we shall double the agreed deductible.

What happens if you have an own damage insurance without a deductible?

- K.2.11 In the cases where we have to deduct the double deductible we shall reduce the indemnity by 300 EUR if you have an own-damage insurance without a deductible.

Do the regulations apply for hail damage or glass breakage?

- K.2.12 The regulations specified in K.2.5. - K.2.11 shall not apply in cases of hail damage or pure glass breakage.

K.3 Change in regional category due to change of residence

If the holder changes his residence and your vehicle is assigned to another regional category, the premium contribution is determined in accordance with the new regional category with effect from the re-registration at the licensing authority.

K.4 Your duty of notification on the features of premium calculation

Notification of changes

- K.4.1 You must immediately notify us of any change in a premium calculation feature specified in the insurance policy.

Check of premium calculation features

- K.4.2 We shall be entitled to check whether the premium calculation features taken into account are valid. Upon request you must present appropriate confirmation or proof.

Consequences of incorrect statements

- K.4.3 If you have made incorrect statements on the premium calculation features or have not notified us of changes and a lower premium contribution has been calculated, the amount which corresponds to the actual premium calculation features shall apply retroactively as of the beginning of the current insurance year.
- K.4.4 If you have deliberately made incorrect statements on the premium calculation features or have deliberately not notified us of changes and a lower premium contribution has been calculated you shall have to pay a contractual penalty of a year's premium in addition to the premium increase.

Consequences of non-disclosure

- K.4.5 If you culpably do not follow our request to present confirmation or proof within one month, the premium contribution shall be calculated for this premium calculation feature under the most unfavourable assumptions for you retroactively as of the beginning of the current insurance year.

K.5 Change in the type and use of vehicle

You must notify us if the type and use of vehicle changes in comparison to that stated in the insurance policy. In the assignment of use of vehicle the towing vehicle and trailer are considered as one unit, whereby the higher risk is relevant.

In this case we may cancel the insurance contract pursuant to G.3.6 or adjust the premium with effect of the change. If we increase the premium by more than 10 % we shall have a right to cancellation pursuant to G.2.8.

L Conflicts and places of jurisdiction

L.1 If you are not satisfied with our services

Insurance ombudsman

- L.1.1 If you, as a consumer, are not satisfied with our decision or negotiations with us have not led to the result you had envisaged, you can contact the insurance ombudsman (Ombudsmann e.V., P.O. Box 080632, 10006 Berlin, e-mail: beschwerde@versicherungsombudsmann.de; Tel.: 0800 3696000, Fax 0800 3699000). The insurance ombudsman is an independent arbitrator free of charge. The prerequisite for the arbitration is that you have already given us the possibility of reviewing our decision.

Insurance supervision

- L.1.2 If you are not satisfied with our service, or if conflicts arise in the contract **fulfilment** you can also contact the supervisory authority responsible for us. As an insurance company we are subject to the supervision of the Federal Financial Supervisory Authority (BAFin), Sector Insurance Supervision, Graurheindorfer Straße 108, 53117 Bonn; e-mail: poststelle@bafin.de; Tel.: 0228 4108-0; Fax 0228 4108 – 1550. Please note that the BAFin is not an arbitrator and cannot decide on individual disputes.

Legal action

- L.1.3 Moreover, you also may also take legal proceedings. N.B.: In the case of conflicts about the scope of damage in own-damage insurance please pay attention to the expertise procedure pursuant to A.2.18.

L.2 Places of jurisdiction

If you sue us

- L.2.1 Claims from your insurance contract can be made at the following courts:
- the local court responsible for your place of residence

- the court that is responsible for the registered office of our company or your local branch.

If we sue you

L.2.2 We can make claims from the insurance contract at the following courts:

- the local court responsible for your place of residence,
- the court responsible for the registered office of your business or a branch of the same if you have concluded the insurance contract for your business or trade.

You have moved your place of residence or registered office abroad.

L.2.3 If you have moved your place of residence, registered business office or habitual abode outside Germany or your place of residence, registered business office or habitual abode is unknown at the commencement of a law suit, notwithstanding regulations pursuant to L.2.2, the court for our ~~registered~~ registered office shall apply.

M Methods of payment

A monthly payment period is only possible if you allow us to debit the premium contributions from an account with a bank in Germany. If we cannot debit the premium contributions during the term of contract we shall convert to a quarterly payment period.

Since the payment of premium contributions has a positive effect on premium due to a direct debit procedure, the premium contribution during the term of contract shall increase if the method of payment is changed to another means (bank transfer).

N Alterations to insurance conditions

We can alter, extend or replace individual conditions affecting existing insurance contracts,

- If a legal provision is introduced or modified which affects these conditions or the conditions these are based upon
- in the case of new or modified highest judicial decision affecting these conditions,
- if a court declares individual conditions as legally ineffective,
- if, by means of an administrative act the Federal Financial Supervisory Authority objects to these conditions as incompatible in accordance with the applicable law and demands the insurer to change the same.

This shall only apply for conditions in the following areas:

- Scope of the insurance cover,
- Cover exclusions,
- Obligations of the policy holder or the person insured

The modified conditions may not, as an individual regulation or in combination with other contractual conditions, place the policy holder in a worse situation than the original regulation.

The modified, supplemented or replaced conditions shall be notified in writing by us and the content and reason for modification given. You shall agree to these modified conditions if you do not object to these in text form within two months of notification.

Your attention shall be expressly drawn to this in the notification. To meet the deadline the objection must be sent on time. In the case of timely objection the alterations shall not come into effect.

Indemnity guarantee in the tariffs KomfortPlus and EasySmart KomfortPlus

If the General Terms and Conditions of Motor Insurance on which the contract is based are altered exclusively to your advantage and without an increase in premium contribution the new conditions shall apply with immediate effect also for your contract if your contract is for a passenger car and you have insured it with the tariffs KomfortPlus or EasySmart KomfortPlus.

Appendix 2: Occupation groups (Tariff groups)

1 Occupation group A

The premium contributions of the occupation group A shall apply for motor liability insurance for passenger cars for

- a *Farmers and horticultural businesses*
Agricultural entrepreneurs in terms of § 123 Section 1 No. 1 German Social Code VII, who are members of the Statutory Accident Insurance Institution of the Agricultural Sector or the Horticultural Sector, whose business comprises at least ½ ha – in the horticultural sector, however, at least 2 ha - and actually cultivate this land themselves
- b *Former farmers*
Former agricultural entrepreneurs if they fulfill the conditions specified in 1.a directly before the transfer of the business and are not otherwise in gainful employment;
- c *Widows and widowers*
Non-gainfully employed widows/widowers of persons who fulfilled the conditions specified in 1.a or 1.b upon their death.

2 Occupation group B

The premium contributions of the occupation group B shall be limited in motor liability, Comprehensive and Collision and own-damage insurance to passenger cars, camping vehicles, motorcycles, light motorcycles, heavy goods vehicles (transport operations) and traction machines (transport operations) – for insurance contracts of vehicles registered in the name of

- a Regional authorities, government bodies, public agencies and foundations under public law
- b Legal persons governed by private law, if their primary purpose is to carry out functions that would otherwise be in the public hand, and if
 - legal persons under public law hold at least 50% of their share capital or
 - they receive more than half of their budget from public funds (§ 23 Federal Budget Law or the corresponding budgetary provision of the States);
- c Charity and church institutions (§§ 53, 54 Tax Code);
- d Recognized non-profit facilities (§ 52 Tax Code), whose primary purpose is in health or general care, or in youth welfare and geriatric care or whose primary purpose is the promotion of science, art, religion, education or vocational training on a material, intellectual or ethical level;
- e Self-help institutions for members of the civil service;
- f Civil servants, judges, employees of the legal persons and institutions specified under 2.a - 2.e, insofar as their employment and activity subject to income tax makes up at least 50 % of their normal working time and insofar as they are remunerated by them, also persons in a recognized apprenticeship with these legal persons and institutions, furthermore professional and regular soldiers (not persons obliged to military or social service and volunteers);
- g Civil servants and employees of inter- or supra-state institutions; the same shall apply for these as for the civil servants and employees specified in 2.f;

- h Retirees, pensioners and members of the civil service on leave of absence if they fulfilled the conditions of 2.f or 2.g directly before their retirement or leave of absence and are not otherwise in gainful employment, as well as non-gainfully employed widows/widowers of civil servants, judges, employees, professional and regular soldiers, retirees and pensioners who fulfilled the conditions of 2.f, 2.g or 2.h on their death;
- i Family members of civil servants, judges, employees, professional and regular soldiers, retirees and pensioners who fulfill conditions of 2.f, 2.g or 2.h. The prerequisite for this is that the family members live in the same household as the aforementioned persons as ~~dependants~~ dependents.

Appendix 3: Type and use of vehicles

1 < - not applicable - >

2 **Light motorcycles**

Light motorcycles are motorcycles and motor scooters with a capacity of more than 50 ccm and not more than 125 ccm and

- a rated power capacity of not more than 11 kW and a maximum speed of not more than 80 km/h or
- a rated power capacity of not more than 11 kW and a maximum speed of more than 80 km/h or

3 < - not applicable - >

4 **Motorcycles**

Motorcycles are all motorcycles and motor scooters that must have a license plate, with the exception of light motorcycles.

5 **Passenger cars**

Passenger cars are private passenger vehicles registered as such, with the exception of hire cars, taxis and self-drive rental vehicles.

6 **Hire cars**

Hire cars are passenger cars for commercially operated non-scheduled services subject to authorization (excluded are taxis, motor buses and self-drive rental cars).

7 **Taxis**

Taxis are passenger cars, which the entrepreneur has available at officially authorized locations and with which he carries out the transport to a particular destination determined by the guest either at the company office or during the journey.

8 **Self-drive rental vehicles**

Self-drive rental vehicles are vehicles and trailers that are commercially rented without a driver.

9 **Leasing vehicles**

Leasing vehicles are vehicles and trailers that are commercially rented without a driver and registered in the renter's name or in the case of registration in the lien holder's name the renter has the utilization of the vehicle for at least six months vehicle by contract.

10 **Motor buses**

Motor buses are vehicles and trailers which by virtue of their construction and equipment are suitable for carrying not more than nine persons (including the driver).

10.1 Regular services provide a traffic connection between a certain starting and destination point, where passengers can embark or disembark at certain stops, as well as the transport of passengers, to the exclusion of other passengers, to markets and theatres.

10.2 Non-scheduled services are excursions and trips to holiday destinations, as well as bus rental traffic.

10.3 10.1 and 10.2 shall not apply for other buses, in particular hotel buses, works buses, school buses and invalid buses.

11 Camping vehicles

Camping vehicles are mobile homes registered as other vehicles.

12 Transport operations

Transport operations are the transport of goods by vehicles, trailers or semi-trailers for own purposes by own employees of a business – in the event of illness - up to four weeks by an external employee.

13 Commercial goods traffic

Commercial goods traffic is the business transport of goods for others against payment by vehicle, trailers and semi-trailers.

14 Removal transport

Removal transport is the exclusive transport of removal goods.

15 Interchangeable constructions

Interchangeable constructions are constructions of vehicle, trailers and semi-trailers determined for goods transport and that can be interchanged on these vehicles.

16 Agricultural traction machines

Agricultural traction machines or trailers are traction machines and caterpillar tractors or trailers that, due to their use in agriculture and forestry, are exempt from road tax and have an official green license plate.

17 Milking vehicle and milk collection tanker

Milking vehicle and milk collection tankers are vehicles used for mechanical milking and the transport of milk from the pastures and farmsteads to local dairies.

18 Other agricultural vehicles

Other agricultural vehicles are vehicles which are registered as special vehicles for agriculture or forestry and have an official green license plate.

19 Milk tankers

Milk tankers are vehicles for the transport of milk between the dairies or from the dairies to the distributor or consumer. These are not agricultural special vehicles, but goods vehicles.

20 Self-drive work machines

Self-drive machines are vehicles which ~~which~~ by virtue of their construction and permanently installed equipment are suitable for work – not for the transport of persons or goods – and are categorized as such by the Federal Ministry for Transport (e.g. truck with hydraulic loader arm, excavator, gripper, crane truck, as well as bulldozers and rescue vehicles, even if they are used for tow-away purposes).

21 Delivery vehicles

Delivery vehicles are vehicles registered as trucks with an overall mass (or total weight) of up to 3.5 ~~tonnes~~ **tons**.

22 Heavy goods vehicles

Heavy goods vehicles are trucks with an overall mass (or total weight) of more than 3.5 ~~tonnes~~ **tons**.

23 Traction machines

Traction machines are vehicles which are exclusively or mainly constructed to tow trailers or semi-trailers, with the exception of agricultural traction machines.

24 Trikes

Trikes are three-wheeled vehicles with a capacity of more than 50 ccm or a maximum speed of more than 50 km/h, which must have an official license plate.

25 Quads

Quads are four-wheeled vehicles with a motor capacity of up to 11 kW and a power-to-weight ratio of up to 400 kg for transport of persons, or up to 500 kg for goods transportation, which must have an official license plate.