

**General Terms and Conditions  
For Motor Insurance**

**Status  
01JUN2022**

**VOLKSWOHL BUND Sachversicherung AG  
Südwall 37-41  
44137 Dortmund**

# General Terms and Conditions for the Motor Vehicle Insurance policy- GTCMVIP

As at: 01JUN2022

		policy	11
<b>A</b>	<b>Which insurance benefits does the Motor Vehicle Insurance policy cover?</b>		<b>3</b>
<b>A.1</b>	<b>Motor vehicle third party liability insurance policy - for damage you cause to others with your vehicle</b>		<b>3</b>
A.1.1	What is insured?		3
A.1.2	Who is insured?		3
A.1.3	Up to what amount do we provide cover (sums insured)?		3
A.1.4	In which countries is insurance cover available?		4
A.1.5	What is not insured?		4
<b>A.2</b>	<b>Transport insurance</b>		<b>4</b>
<b>A.3</b>	<b>Motor vehicle insurance cover certificate - help on the road as a service or reimbursement of costs</b>		<b>4</b>
A.3.1	What is insured?		4
A.3.2	Who is insured?		4
A.3.3	Insured vehicles		4
A.3.4	In which countries is insurance cover available?		4
A.3.5	Assistance in case of a breakdown or accident		4
A.3.6	Additional assistance in case of a breakdown, accident or theft		5
A.3.7	Assistance in the event of illness, injury or death while travelling		6
A.3.8	Additional benefits in the event of a trip abroad		6
A.3.9	What is not insured?		8
A.3.10	Offsetting of saved expenses, assignment		8
A.3.11	Third party obligation		8
<b>A.4</b>	<b>Motor vehicle environmental damage insurance policy - for claims under public law in accordance with the Environmental Damage Act</b>		<b>8</b>
A.4.1	What is insured?		8
A.4.2	Who is insured?		8
A.4.3	Sum insured, maximum payment and excess		8
A.4.4	In which countries is insurance cover available?		8
A.4.5	What is not insured?		8
<b>B</b>	<b>Commencement of the insurance contract and provisional insurance cover</b>		<b>9</b>
<b>B.1</b>	<b>When does the insurance cover commence?</b>		<b>9</b>
<b>B.2</b>	<b>Provisional insurance cover</b>		<b>9</b>
<b>C</b>	<b>Payment of premium</b>		<b>9</b>
<b>C.1</b>	<b>Payment of the first or single premium</b>		<b>9</b>
<b>C.2</b>	<b>Payment of the subsequent premium</b>		<b>9</b>
<b>C.3</b>	<b>Failure to pay on time in the case of a change of vehicle</b>		<b>10</b>
<b>C.4</b>	<b>Payment period</b>		<b>10</b>
<b>C.5</b>	<b>Obligation to pay premiums in the event of subsequent liability in the motor vehicle third party liability insurance policy</b>		<b>10</b>
<b>D</b>	<b>What are your obligations when using the vehicle?</b>		<b>10</b>
<b>D.1</b>	<b>In the case of all types of insurance</b>		<b>10</b>
<b>D.2</b>	<b>Additionally in the motor vehicle third party liability insurance policy and environmental damage insurance policy</b>		<b>10</b>
<b>D.3</b>	<b>What are the consequences of a breach of these obligations?</b>		<b>10</b>
<b>E</b>	<b>What are your obligations in the event of a claim?</b>		<b>10</b>
<b>E.1</b>	<b>For all types of insurance</b>		<b>11</b>
<b>E.2</b>	<b>Additionally in the motor vehicle liability insurance</b>		<b>11</b>
<b>E.3</b>	<b>Additionally in the case of a Motor vehicle insurance cover certificate</b>		<b>11</b>
<b>E.4</b>	<b>Additionally in the environmental damage insurance</b>		<b>11</b>
<b>E.5</b>	<b>What are the consequences of a breach of these obligations?</b>		<b>11</b>
<b>F</b>	<b>Rights and duties of the co-insured persons</b>		<b>12</b>
<b>G</b>	<b>Term and notice of termination of the contract, disposal of the vehicle, loss of risk</b>		<b>12</b>
<b>G.1</b>	<b>How long does the insurance contract run for?</b>		<b>12</b>
<b>G.2</b>	<b>When and for what reason can you terminate the insurance contract?</b>		<b>12</b>
<b>G.3</b>	<b>When and for what reason can we terminate the insurance contract?</b>		<b>13</b>
<b>G.4</b>	<b>Termination of individual types of insurance</b>		<b>13</b>
<b>G.5</b>	<b>Form and receipt of the notice of termination</b>		<b>13</b>
<b>G.6</b>	<b>Premium statement following termination</b>		<b>13</b>
<b>G.7</b>	<b>What should be observed when selling the vehicle?</b>		<b>13</b>
<b>G.8</b>	<b>Cessation of risk (e.g. due to scrapping of vehicle)</b>		<b>14</b>
<b>H</b>	<b>Taking the car out of service, seasonal number plates, driving with unstamped number plates</b>		<b>14</b>
<b>H.1</b>	<b>What must be observed if you take the car out of service?</b>		<b>14</b>
<b>H.2</b>	<b>What special features apply to seasonal licence plates?</b>		<b>14</b>
<b>H.3</b>	<b>Driving with unstamped number plates</b>		<b>14</b>
<b>I</b>	<b>No-claims bonus system</b>		<b>14</b>
<b>I.1</b>	<b>Information about your claim history</b>		<b>14</b>
<b>J</b>	<b>Premium adjustments due to tariff measures</b>		<b>15</b>
<b>J.1</b>	<b>Tariff adjustment</b>		<b>15</b>
<b>J.2</b>	<b>Right of termination</b>		<b>15</b>
<b>J.3</b>	<b>Statutory change in the scope of benefits in the motor vehicle third party liability insurance policy</b>		<b>15</b>
<b>K</b>	<b>Premium adjustment due to a circumstance that has occurred in your case</b>		<b>15</b>
<b>K.1</b>	<b>Your notification obligations regarding the characteristics for the calculation of premiums</b>		<b>15</b>
<b>K.2</b>	<b>Change in the type and use of the vehicle</b>		<b>15</b>
<b>L</b>	<b>Disagreements and places of jurisdiction</b>		<b>15</b>
<b>L.1</b>	<b>If you are not satisfied with us at any time</b>		<b>15</b>
<b>M</b>	<b>Amendment to the insurance conditions</b>		<b>16</b>

## General Terms and Conditions for the Motor Vehicle Insurance Policy

The motor vehicle insurance policy includes the following types of insurance, depending on the content of the insurance contract:

- Motor vehicle third party liability insurance policy (A.1)
- Transport insurance policy (A.2)
- Motor vehicle insurance cover certificate (Schutzbrief) (A.3)
- Motor vehicle environmental damage insurance policy (A.4)

These types of insurance policies are each concluded as legally independent contracts.

Consult your insurance policy to establish which types of insurance and which scope of insurance you have taken out for your vehicle.

German law applies. The contractual language is German.

### A Which insurance benefits does the Motor Vehicle Insurance policy cover?

#### A.1 Motor vehicle third party liability insurance policy - for damage you cause to others with your vehicle

##### A.1.1 What is insured?

*You have caused damage to another party with your vehicle*

A.1.1.1 We will indemnify you against claims for damages if, as a result of the use of your vehicle

- a people are injured or killed.
- b Items of property are damaged, destroyed or lost,
- c financial losses are caused, which are neither directly nor indirectly related to personal injury or damage to property (pure damage to property/assets),

and claims for damages are therefore asserted against you or us on the basis of the liability provisions of the German Civil Code or the German Road Traffic Act or on the basis of other statutory liability provisions under private law.

In addition to driving, the use of the vehicle includes, for example, getting in and out of the vehicle as well as loading and unloading it.

*Justified and unjustified claims for damages*

A.1.1.2 If claims for damages are justified, we shall pay money compensation.

A.1.1.3 If claims for damages are unjustified, we shall oppose them at our expense. This also applies insofar as claims for damages are unfounded in terms of their amount.

*Regulatory power of attorney*

A.1.1.4 We are authorised to fulfil or oppose claims for damages asserted against you on your behalf and to issue all declarations deemed expedient for this purpose within the scope of our dutiful discretion.

The same applies to the opposing of claims under public law, in particular fire brigade cost notices, as well as to the issuing of necessary declarations under public law which are required for the settlement of the claim.

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

A.1.1.5 If a trailer or semi-trailer is connected with the insured motor vehicle, the insurance cover also extends to this. The insurance cover also includes vehicles that are towed or hauled with the insured motor vehicle if there is no separate liability insurance cover for them.

This also applies if the trailer or semi-trailer or the towed or hauled vehicle becomes detached from the insured motor vehicle during use and is still in motion.

*Driving other vehicles abroad (Mallorca policy)*

A.1.1.6 The insurance of a passenger car, motorcycle or camping vehicle also includes motor vehicle third party liability claims that you cause as the driver of a vehicle rented by you and that is subject to insurance while travelling in the countries in which insurance cover is provided under A.1.4.1 in the motor vehicle third party liability insurance policy. Germany is excluded.

Insurance cover also applies if the rented vehicle is not driven by you, but by your spouse or partner living with you in a domestic community.

The insurance cover only applies to the legal liability arising from the use of a rented car, camping vehicle or motorbike and insofar as there is no insurance cover from the motor vehicle third party liability insurance policy of the rented vehicle or another insurance policy.

The insurance cover is valid from the time of hire for a maximum duration of one month.

Our benefits for a loss event are limited in each case to the amount of the sums insured that you have agreed with us in the motor vehicle third party liability insurance policy for your vehicle. You can establish the amount of your sums insured in the insurance certificate.

##### A.1.2 Who is insured?

The cover provided by the motor vehicle third party liability insurance policy applies to you and to the following persons (co-insured persons):

- a the holder of the vehicle,
- b the owner of the vehicle,
- c the driver of the vehicle,
- d the co-driver who, within the scope of his employment relationship with you or with the holder, accompanies the authorised driver more than occasionally to relieve him/her or to carry out loading and auxiliary work,
- e your employer or public employer if the vehicle is used for business purposes with your consent,
- f the bus conductor working in accordance with his employment relationship with you or with the holder of the insured vehicle,
- g the holder, owner, driver, passenger and bus conductor of a vehicle co-insured in accordance with A.1.1.5,
- h your spouse, your registered partner or your partner living with you in a domestic community as the driver of a third-party vehicle that is liable to insurance in accordance with A.1.1.6,

These persons may independently file claims against us under the insurance contract.

##### A.1.3 Up to what amount do we provide cover (sums insured)?

*Maximum payment*

A.1.3.1 Our payments for a loss event are limited in each case to the amount of the insured sums agreed for personal injury, property damage and financial loss. Several claims occurring at the same time and having the same cause shall be deemed to be a single loss event. You can establish the amount of your sums insured in the insurance certificate.

A.1.3.2 In the event of injuries to passengers in a co-insured trailer, the sum insured documented in the insurance certificate shall apply.

*Exceedance of the sums insured*

A.1.3.3 If the claims exceed the sums insured, our payments shall be governed by the provisions of the Insurance Contract Act and the Compulsory Motor Insurance Ordinance. In this case, you must be liable for any claim

for damages that is not satisfied or not satisfied in full.

#### **A.1.4 In which countries is insurance cover available?**

##### *Insurance cover in Europe and in the EU*

A.1.4.1 You enjoy insurance cover in the motor vehicle third party liability insurance policy within the geographical borders of Europe as well as the non-European areas that belong to the scope of application of the European Union. Your insurance cover is based on the scope of insurance prescribed by law in the country you are visiting, but at least on the scope of your insurance contract.

##### *International insurance card*

A.1.4.2 If we have given you the international insurance card, the following applies: Your insurance cover in the motor vehicle third party liability insurance policy also extends to the non-European countries named therein, insofar as country designations are not crossed out. With regard to the scope of insurance, A.1.4.1 sentence 2 applies.

#### **A.1.5 What is not insured?**

##### *Intent*

A.1.5.1 No insurance cover is provided for damage that you cause intentionally and unlawfully.

##### *Motor sport events*

A.1.5.2 No insurance cover is provided for damage occurring during participation in officially approved motor sport events in which the aim is to achieve top speeds. This also applies to practice drives which form part of this.

Please note: Participation in races not authorised by the authorities constitutes a breach of duty according to D.2.2.

##### *Damage to the insured vehicle*

A.1.5.3 No insurance cover is provided for damage to, destruction or loss of the insured vehicle.

##### *Damage to trailers or towed vehicles.*

A.1.5.4 No insurance cover is provided for damage to, destruction or loss  
- of a trailer or semi-trailer connected to the insured vehicle, or  
- of a vehicle towed or hauled by the insured vehicle.

However, insurance cover is provided if an inoperable vehicle is towed away with the insured motor vehicle within the scope of usual assistance without commercial intent and damage is caused to the towed vehicle in the process.

##### *Damage to transported goods*

A.1.5.5 No insurance cover is provided in the event of claims for damages due to damage, destruction or loss of property transported by the insured vehicle.

However, insurance cover is provided for items that passengers of a motor vehicle usually carry with them (e.g. clothing, glasses, wallet). In the case of journeys which predominantly serve to transport passengers, insurance cover is also provided for items which passengers normally carry for personal use (e.g. luggage, provisions). No insurance cover is provided for property belonging to unauthorised passengers.

##### *Your claim for damages against a co-insured person*

A.1.5.6.1 No insurance cover is provided for property damage or financial loss caused by a co-insured person to you, the vehicle holder or the owner through the use of the vehicle. However, insurance cover is provided for personal injuries if, for instance, you are injured as a passenger in your vehicle.

A.1.5.6.2 Notwithstanding A.1.5.6.1, insurance cover is provided for property damage caused by you or co-insured persons with your passenger car, truck or motorbike to other cars, trucks or motorbikes registered to you - so-

called own damage. There is only an obligation to provide if the obligation to provide cover would also apply in the case of third-party damage.

A prerequisite for our provision of cover is that the damage did not occur on your property. Furthermore, you will have to pay an excess of € 500.00 per claim in the event of such damage. Our indemnity cover amounts to a maximum of € 100,000.00 per insurance year.

##### *Failure to observe delivery and transport deadlines*

A.1.5.7 No insurance cover is provided for pure financial losses resulting from the failure to observe delivery and transport deadlines.

##### *Contractual claims*

A.1.5.8 No insurance cover is provided for liability claims insofar as they exceed the scope of statutory liability on the basis of a contract or special undertaking.

##### *Damage caused by nuclear energy*

A.1.5.9 No insurance cover is provided for damage caused by nuclear energy

## **A.2 Transport insurance**

The international transport of your insured vehicle between locations in the insured area (according to your International Insurance Card) and overseas territories including the USA is co-insured. The insurance cover is subsidiary, other existing covers take precedence over this cover. An excess of USD 250 is deemed to have been agreed.

The bearer of the risk for the transport insurance is Alte Leipziger Versicherung Aktiengesellschaft.

## **A.3 Motor vehicle insurance cover certificate - help on the road as a service or reimbursement of costs**

### **A.3.1 What is insured?**

After the occurrence of the loss events specified in A.3.5 to A.3.8, we will provide the benefits listed in detail as a service or reimburse the costs incurred by you within the scope of these conditions.

### **A.3.2 Who is insured?**

Insurance cover is provided for you, the authorised driver and the authorised passengers, unless otherwise stipulated below.

### **A.3.3 Insured vehicles**

The motor vehicle insurance cover certificate can be taken out for passenger cars, motorbikes and caravans with a total permissible weight of up to four tonnes and trucks with a total permissible weight of up to 3.5 tonnes for own-account transport as well as for connected trailers up to a total weight of 7.5 tonnes.

The insurance covers the vehicle specified in the insurance policy and any connected caravan, luggage or boat trailer.

Luggage, tools, working materials or cargo carried for commercial purposes are not insured.

### **A.3.4 In which countries is insurance cover available?**

With the motor vehicle insurance cover certificate you enjoy insurance cover within the geographical boundaries of Europe as well as the non-European areas that belong to the scope of application of the European Union, unless otherwise stipulated.

### **A.3.5 Assistance in case of a breakdown or accident**

If the vehicle cannot continue the journey under its own power after a breakdown or accident, we will provide the following services:

#### *Restoration of roadworthiness*

- A.3.5.1 We will organise a breakdown assistance vehicle to restore the car's roadworthiness at the damage site (right from the front door). We shall bear the resulting costs to an unlimited extent. In the event of a breakdown and accident assistance not organised by us, we will reimburse the costs up to a maximum amount of € 154.00, including the small parts carried by the breakdown assistance vehicle.

In the case of lorries with a permissible total mass of up to 3.5 tonnes, the maximum amount is € 200.00.

#### *Towing away of the vehicle*

- A.3.5.2 If the vehicle cannot be made roadworthy again at the place of damage (directly from the front door), we shall arrange for the towing away of the vehicle including luggage and non-commercially transported loads to the next suitable workshop/specialist garage and shall bear the costs incurred in doing so to an unlimited extent.

In the case of towing services not organised by us, we will reimburse the costs up to a maximum amount of € 154.00. In the case of lorries with a permissible total mass of up to 3.5 tonnes, the maximum amount is € 200.00.

If it is not possible to take all passengers in the driver's cabin of the tow truck, we will reimburse proven taxi journeys up to a maximum amount of € 52.00.

In addition, we will assume the costs for the separate transportation of the luggage and cargo (no animals, no commercially transported goods) up to an amount of € 200.00 if their transport in the vehicle is not possible.

#### *Recovery of the vehicle*

- A.3.5.3 If the vehicle has left the road, we shall arrange for its recovery, including luggage and non-commercially transported cargo, and shall bear the costs incurred as a result, up to an unlimited amount.

#### *What is meant by the term breakdown or accident?*

- A.3.5.4 Breakdown means any operational damage, breakage or brake damage. In addition, in the case of electric vehicles, the unintentional discharging of the drive battery is considered a breakdown. An accident is an event that directly and suddenly affects the outside of the vehicle with mechanical force.

#### *Additional cover in the event of misfuelling*

- A.3.5.5 If you have filled your vehicle with unsuitable fuel or used unsuitable operating materials, we will reimburse the costs of removing these materials from all affected components of the vehicle up to a total amount of € 500.00 in addition to the cover provided in the event of a breakdown.

Consequential damages are not insured:

#### **A.3.6 Additional assistance in case of a breakdown, accident or theft**

In the event of a breakdown at a location at least 50 km as the crow flies from your permanent residence or place of business in Germany or in the event of an accident or theft of the vehicle, we will provide the following cover if the vehicle's roadworthiness cannot be restored either on the day of the loss or on the following day or if it has been stolen:

#### *Onward or return journey*

- A.3.6.1 We will organise the onward journey to your permanent residence or place of business within the country or to your destination. This also applies to the return journey from the destination to your place of residence or company headquarters in Germany as well as the collection of the vehicle, which can be driven again, from the place of damage. We shall assume the resulting costs for

- a the journey from the place of damage to your residence or place of business in Germany or for the journey from the place of damage to the destination,
- b the return journey from your destination to your residence or place of business,
- c the journey to the place of damage for one person, if the vehicle, which is ready to drive again, is to be collected there.

We will reimburse the costs up to the amount of the 1st class rail fare including supplements for one-way journeys of less than 800 kilometres by rail. For longer distances, we will book an economy class flight for you and pay the flight costs incurred for this. We will reimburse proven taxi costs up to a maximum of € 52.00.

If you make use of our services in accordance with A.3.6.7 Passenger transport (pick-up), we will not organise any onward or return journey.

#### *Overnight stay*

- A.3.6.2 Upon request, we will reserve overnight accommodation at the nearest hotel and pay the accommodation costs for a maximum of three nights up to the day on which the vehicle was recovered or found. We reimburse up to € 80.00 per overnight stay and accompanying passenger

If you make use of our service in accordance with A.3.6.1, we will only pay the accommodation costs for one night.

#### *Hire car*

- A.3.6.3 We will arrange a replacement vehicle for you and pay the costs for the hire (including the costs for winter tyres, emergency service fees and delivery costs) until you are ready to drive again. In this case we pay a maximum of € 77.00 per day for a maximum of seven days. In the case of lorries with a permissible total mass of up to 3.5 tonnes, a maximum amount of € 100.00 per day.

If we arrange the replacement vehicle, any emergency service fees incurred will also be paid.

If the hire is not arranged by us, the costs of the hire plus emergency service fees shall be borne within the framework of the maximum compensation up to an amount of € 77.00 per day. In the case of lorries with a permissible total mass of up to 3.5 tonnes, a maximum amount of € 100.00 per day.

In the event of claims abroad, replacement vehicle costs for the journey to your permanent place of residence are covered up to an amount of € 550.00, even for a lower number of hire days.

In the cases of lorries with a permissible total mass of 3.5 tonnes we cover the replacement vehicle costs for the journey to your company headquarters up to an amount of € 700.00, even for a lower number of hire days.

If you make use of our services in accordance with A.3.6.1 or A.3.6.2 or 3.6.7 then we will not cover any replacement vehicle costs.

#### *Vehicle placement*

- A.3.6.4 If the insured vehicle has to be transported to a workshop until the roadworthiness is restored or until the transportation is performed

- a after theft abroad and recovery, the insured vehicle has to be stored until the return transport or customs clearance or scrapping is performed, we will help you with this and bear the costs incurred, for a maximum of two weeks.

#### *Caring for a pet*

- A.3.6.5 If you are unable to care for your dog or cat after a breakdown, accident or theft and there are no other

passengers available, we will organise and pay for the transport of the pet home. In addition, we cover the costs for any necessary aids (e.g. transport box for pet). Furthermore, we will organise accommodation and care for the animal at your place of residence, if this is necessary, and cover the costs arising from this for a maximum of 2 weeks.

#### *Short trips*

- A.3.6.6 If you have to make additional journeys by public transport or taxi, we will cover the costs incurred up to a maximum amount of € 52.00.

#### *Passenger transport (pick-up)*

- A.3.6.7 Vehicle transport for motorbikes, passenger cars and caravans in accordance with A.3.3 (pick-up service)

We will arrange for the vehicle to be transported back to your permanent place of residence within Germany (if possible together with the co-insured persons) and will cover the resulting costs incurred if

- the vehicle cannot be made roadworthy within three working days and
- the expected repair costs are not higher than the purchase price for an equivalent second-hand vehicle in Germany.

Upon request, transport to the destination will also be performed, provided that this does not result in higher costs and the repair is possible there.

If this insurance cover is claimed in accordance with A.3.6.7 Vehicle transport (pick-up service), we will pay for a maximum of one overnight stay of up to € 80.00 per person, in deviation from the overnight stay cover in accordance with A.3.6.2.

The benefits of onward or return journey in accordance with A.3.6.1 and hire car in accordance with A.3.6.3 do not apply.

#### *Car key service*

- A.3.6.8 If you have lost the keys to your vehicle, we will help you to obtain replacement keys. We cover the costs of the dispatch of the replacement keys.

We do not cover the cost of the replacement keys themselves.

If the key is locked in the vehicle, we will assist you in finding a service provider to open the vehicle and cover any costs incurred up to an amount of € 200.00.

### **A.3.7 Assistance in the event of illness, injury or death while travelling**

If you or a co-insured person unexpectedly fall ill or if the driver dies while travelling in the insured vehicle at a location at least 50 km as the crow flies from your permanent residence or place of business in Germany, we will provide the following benefits.

An illness is considered unforeseeable if it has not already occurred (for the first time or repeatedly) within the last six weeks before the start of the trip.

#### *Return transport of sick persons*

- A.3.7.1 If you or a co-insured person have to be transported back to your permanent place of residence or company headquarters in Germany as a result of illness, we will arrange for the return transport and cover these costs. The type and timing of the return transport must be medically reasonable and justifiable. Our insurance cover also extends to the accompaniment of the sick person by a doctor or paramedic if this is stipulated by the authorities. We will cover the additional costs for overnight stays for you and the co-insured family members who are not ill for a maximum of three nights up to a maximum of € 80.00 per night and insured person arising from the illness until the return transport. If

you are unable to take care of your luggage, we will arrange for it to be transported back to your place of residence or company headquarters in Germany and will cover the resulting costs.

#### *Retrieval of children*

- A.3.7.2 If minor children travelling with you cannot be looked after by you or another insured person due to the illness or death of their escort on a trip with the insured vehicle, we will arrange for them to be picked up and returned to your place of residence with an escort. We cover the resulting costs.

This also applies if the children themselves fall ill and can no longer be cared for due to your onward journey.

In addition we will cover the costs resulting from the retrieval up to the amount of the 1st class rail fare including supplements for one-way journeys of less than 800 kilometres by rail. For longer distances, we will book an economy class flight for you and pay the flight costs incurred for this. We will reimburse proven taxi costs up to a maximum amount of € 52.00.

In the case of a trip within Europe, we will pay the accommodation costs incurred up to the time of collection, for a maximum of three nights up to a maximum amount of € 80.00 per person.

#### *Sick calls*

- A.3.7.3 If you have to stay in hospital for more than two weeks, we will organise a visit by someone close to you. We pay the travel and accommodation costs of up to € 600.00 per claim event for visits by persons close to you.

#### *Caring for a pet*

- A.3.7.4 If you are unable to care for your dog or your cat that travelled with you and there are no other passengers available, we will organise and pay for the transport of the pet home. In addition, we cover the costs for any necessary aids (e.g. transport box for pet). Furthermore, we will organise the accommodation and care for the animal at your place of residence, if this is necessary, and cover the costs arising from this for a maximum of 2 weeks.

#### *Vehicle pick-up*

- A.3.7.5 If you are unable to drive your vehicle back as a result of illness of more than three days' duration - or in the event of death - and if no other passenger is available to do so, we will arrange for the vehicle to be picked up from your permanent place of residence and cover the costs of the replacement driver.

If you arrange the collection yourself, we will cover the proven costs at a rate of up to € 0.30 per kilometre between your permanent residence and the place of damage.

In the case of a lorry with a permissible total mass of up to 3.5 tonnes, we will cover the proven costs at a rate of up to € 0.50 per kilometre between your company headquarters and the place of damage.

#### *What is meant by the term Journey?*

- A.3.7.6 A journey is any absence from your permanent residence or place of business in Germany up to a maximum continuous period of six weeks. Your permanent residence is deemed to be the place in Germany where you are officially registered and where you predominantly reside. Your company headquarters are deemed to be the place in Germany where the vehicle is predominantly used.

### **A.3.8 Additional benefits in the event of a trip abroad**

If the damage occurs at a location abroad (area of validity in accordance with A.3.4 excluding Germany) which is at least 50 km away from your permanent place

of residence in Germany as the crow flies, we will also provide the following benefits:

#### A.3.8.1 In the event of a breakdown and accident

##### *Shipping of spare parts*

- a If spare parts for the restoration of the vehicle's roadworthiness cannot be procured at or in the vicinity of a foreign place of damage, we will ensure that you receive them by the fastest possible means and, if necessary, that replacement parts (gearboxes, axles, engines) are transported back. To this end, we will cover all shipping and collection costs incurred, but not the costs of the spare parts themselves.

##### *Return transport of the vehicle following vehicle breakdown*

- b If the vehicle's roadworthiness cannot be restored at or near the place of damage within three working days and the estimated repair costs do not exceed the amount that would have to be spent on an equivalent second-hand vehicle in Germany on the day of damage, we will arrange for the vehicle to be transported to a workshop at a different location. We cover the resulting costs up to the amount of the costs for a return transport to your permanent place of residence or company headquarters in Germany.

##### *Hire car*

- c In the event of a claim abroad, replacement vehicle costs for the journey to your permanent place of residence are covered up to an amount of € 550.00, even for a lower number of hire days.
- In the cases of lorries with a permissible total mass of up to 3.5 tonnes we cover the replacement vehicle costs for the journey to your company headquarters up to an amount of € 700.00, even for a lower number of hire days.
- If you make use of our services in accordance with A.3.6.1 or 3.6.7 then we will not cover any replacement vehicle costs.

##### *Vehicle customs clearance and scrapping*

- d If the insured vehicle has to be cleared through customs or scrapped in another European country following a breakdown, accident or theft, we will cover the costs of this and the costs of transport from the place of damage to the place of storage.
- Any residual earnings resulting from the scrapping process will be paid out to you. We will arrange for luggage and non-commercial cargo to be transported to your place of residence or company headquarters in Germany if their transport together with the chosen means of travel home is not possible. We will cover the costs of transport up to the value of the rail freight. The approval of the comprehensive insurance company, the lessor or the vehicle registration certificate holder must be obtained in advance.
- A theft must be proven by police confirmation.
- Customs clearance or scrapping will not be performed if this is contrary to statutory provisions or if the vehicle has become the property of a third party following theft.

#### A.3.8.2 In the event of vehicle theft:

##### *Vehicle placement*

- a If the stolen vehicle is found again abroad after theft and if it has to be stored until the return transport or customs clearance or scrapping is performed, we will help you with this and cover the costs incurred, for a maximum period of two weeks.

##### *Hire car*

- b In the event of a claim abroad, replacement vehicle costs for the journey to your permanent place of residence are covered up to an amount of € 550.00,

even for a lower number of hire days.

In the cases of lorries with a permissible total mass of up to 3.5 tonnes we cover the replacement vehicle costs for the journey to your company headquarters up to an amount of € 700.00, even for a lower number of hire days.

If you make use of our services in accordance with A.3.6.1 or A.3.6.2 or 3.6.7 then we will not cover any replacement vehicle costs.

##### *Vehicle customs clearance and scrapping*

- c If the insured vehicle has to be cleared through customs or scrapped in another European country following a breakdown, accident or theft, we will cover the costs of this and the costs of transport from the place of damage to the place of storage.

Any residual earnings resulting from the scrapping process will be paid out to you. We will arrange for luggage and non-commercial cargo to be transported to your place of residence or company headquarters in Germany if their transport together with the chosen means of travel home is not possible. We will cover the costs of transport up to the value of the rail freight. The approval of the comprehensive insurance company, the lessor or the vehicle registration certificate holder must be obtained in advance. A theft must be proven by police confirmation.

Customs clearance or scrapping will not be performed if this is contrary to statutory provisions or if the vehicle has become the property of a third party following theft.

##### *In the event of deaths occurring in other European countries*

- A.3.8.3 If you or a family member travelling with you dies while travelling in another European country, we will arrange for burial at the place of death or repatriation to your last permanent place of residence in Germany in consultation with the relatives and cover the costs incurred in each case.

If you die on a journey with a lorry with a permissible mass of up to 3.5 tonnes in another European country, we will arrange for burial at the place of death or repatriation to your last permanent place of residence in Germany in consultation with the relatives and cover the costs incurred up to an amount of € 10,000.00.

##### *Assistance in the event of the loss of travel documents*

- A.3.8.4 If the travel documents required for the continuation of the journey (e.g. the vehicle registration document) are lost, we will assist you in obtaining a replacement.

We will cover the fees incurred by the issuing authority abroad for this. The loss of the documents must be proven by a police record and also through the confirmation of the issuing authority abroad.

##### *Reimbursement of means of payment*

- A.3.8.5 If you or a co-insured person are in a financial emergency due to the loss of means of travel payment (e.g. cash or cheque card), we will establish contact with the house bank of the person concerned.

If necessary, we assist in the transfer of an amount provided by the house bank to the affected person.

If it is not possible to contact the house bank within 24 hours of the working day following the loss report, we will provide the affected person with an amount of up to € 2,000.00. This amount must be repaid to us in one sum within one month of the end of the journey. In the event of financial hardship of several persons as a result of the same event, the amount of € 2,000.00 shall be the maximum benefit for all affected persons together.

*Reimbursement of costs in the event of the interruption of the journey*

A.3.8.6 If you or a co-insured person cannot reasonably be expected to complete the trip with the insured vehicle abroad as planned or only at a time other than that originally planned because:

- a fellow traveller or a close relative is seriously ill or has died, or
- you have been incurred a significant financial loss,

we will cover the higher travel costs incurred compared to the originally planned return journey. This is performed up to a total of € 3,000.00 per claim.

*Assistance in special emergencies*

A.3.8.7 If you or a co-insured person find yourself/yourself in a special emergency situation while travelling abroad with the insured vehicle, which is not regulated in the aforementioned provisions and for the rectification of which assistance is required in order to avoid considerable disadvantages for your health or your assets, we will arrange for the necessary measures and cover the resulting costs incurred up to a value of € 300.00 per claim.

*Telephone costs*

A.3.8.8 We will reimburse the proven costs up to a total of € 30.00 for telephone calls that you or a co-insured person make to us from abroad on the occasion of an insured event that is subject to reimbursement.

**A.3.9 What is not insured?**

*Intent and gross negligence*

A.3.9.1 No insurance cover is provided for damage that you cause intentionally. In the event of gross negligence in causing the damage, we are entitled to reduce our insurance cover relative to the severity of your culpability.

*Races*

A.3.9.2 No insurance cover is provided for damage occurring during participation in driving events in which the aim is to achieve top speeds. This also applies to practice drives which form part of this. Please note: Participation in races not authorised by the authorities constitutes a breach of duty according to D.2.2.

*Earthquakes, acts of war, civil unrest and state violence*

A.3.9.3 No insurance cover is provided for damage that is caused directly or indirectly by earth quakes, acts of war, civil unrest or measures of the state authority.

*Damage caused by nuclear energy*

A.3.9.4 No insurance cover is provided for damage caused by nuclear energy.

**A.3.10 Offsetting of saved expenses, assignment**

A.3.10.1 If, as a result of our services, you have saved costs that you would have had to incur without the loss event, we can deduct these from our payment.

A.3.10.2 You may not assign or pledge your entitlement to benefits before the definitive finding without our express consent.

**A.3.11 Third party obligation**

A.3.11.1 Insofar as, in the event of a claim, a third party is obliged to render or provide assistance to you on the basis of a contract or membership of an association or society, these claims shall take precedence over our performance obligations.

A.3.11.2 However, if you contact us first after a loss event, we shall be obliged to pay benefits to you in deviation from A.3.11.1.

**A.4 Motor vehicle environmental damage**

**insurance policy - for claims under public law in accordance with the Environmental Damage Act**

**A.4.1 What is insured?**

*You have caused damage to the environment with your vehicle*

A.4.1.1 We indemnify you against claims under public law for the rehabilitation of environmental damage in accordance with the Environmental Damage Act (USchadG) caused by an accident, breakdown or sudden and accidental disruption of the intended use of the vehicle (malfunction).

Claims that can already be asserted against you on the basis of statutory liability provisions under private law even where the Environmental Damage Act does not apply are excluded from the insurance cover. Please note: These claims are generally covered by the motor vehicle third party liability insurance policy.

*Justified and unjustified claims*

A.4.1.2 If claims are justified in accordance with the Environmental Damage Act, we shall pay money compensation.

A.4.1.3 If claims are not justified in accordance with the Environmental Damage Act, we shall oppose them at our expense. This also applies insofar as claims are unfounded in terms of their amount.

*Regulatory power of attorney*

A.4.1.4 We are authorised to make all declarations that we deem expedient for the settlement of the claim or the opposing of unjustified claims by the authorities or any other third party within the scope of our due discretion.

If an insured event results in administrative proceedings or litigation against you, we are authorised to conduct the proceedings and litigation. We will conduct the administrative proceedings or the legal dispute on your behalf at our expense.

**A.4.2 Who is insured?**

Paragraph A.1.2 of these conditions applies accordingly.

**A.4.3 Sum insured, maximum payment and excess**

*Sum insured, Maximum payment*

A.4.3.1 The amount of the sum insured agreed for environmental damage is € 5,000,000.00 per claim, up to a maximum amount of € 10,000,000.00 for all claims in one year.

*Excess*

A.4.3.2 If an excess has been agreed, this will be deducted from the compensation for each loss event. Consult your insurance certificate to establish whether you have agreed an excess and, if so, how much it amounts to.

**A.4.4 In which countries is insurance cover available?**

*Scope*

Insurance cover in accordance with A.4.1 also applies outside the scope of the USchadG in the countries of the European Economic Area (EEA) insofar as the EU Environmental Liability Directive (2004/35/EC) applies or is applicable mutatis mutandis. Insurance cover under the respective national laws exists only insofar as these claims do not exceed the scope of the EU Directive.

**A.4.5 What is not insured?**

*intent, damages caused by nuclear energy*

A.4.5.1 The regulations A.1.5.1 (intent) and A.1.5.9 (nuclear energy) apply accordingly.

*unavoidable, necessary or accepted environmental*



*damage*

- A.4.5.2 The insurance policy does not cover damage caused by operationally unavoidable, necessary or accepted effects on the environment.

*spreading damage*

- A.4.5.3 The insurance policy does not cover damage resulting from the delivery, use or release of sewage sludge, liquid manure, solid manure, pesticides, fertilisers or pest control agents, unless these substances are unintentionally released into the environment as a result of sudden and accidental events, or if these substances are suddenly washed away by precipitation or drift into other plots of land.

*deliberate violations of regulations that serve to protect the environment*

- A.4.5.4 The insurance policy does not cover damage caused by deliberate violations of laws, regulations or official orders or decrees directed at you that serve to protect the environment.

*contractual claims*

- A.4.5.5 Claims that extend beyond your legal obligation on the basis of a contractual agreement or undertaking are not insured.

*races*

- A.4.5.6 No insurance cover is provided for damage occurring during participation in officially approved motor sport events in which the aim is to achieve top speeds. This also applies to practice drives which form part of this. Please note: Participation in races not authorised by the authorities constitutes a breach of duty according to D.2.2.

## **B Commencement of the insurance contract and provisional insurance cover**

The insurance contract is concluded when we accept your application. As a rule, this occurs through receipt of the insurance certificate.

### **B.1 When does the insurance cover commence?**

The insurance cover will only commence once you have paid the premium due as stated in your insurance certificate, but not before the agreed date. If you do not pay the first or single premium on time, the consequences will be as stated in C.1.2 and C.1.3.

### **B.2 Provisional insurance cover**

Before the premium is paid, you will have provisional insurance cover in accordance with the following provisions:

*Motor vehicle third party liability insurance policy and motor vehicle insurance cover certificate*

- B.2.1** If we provide you with the insurance confirmation or, in the case of electronic confirmation of insurance, we provide you with the insurance confirmation number, you will have provisional insurance cover for the motor vehicle liability insurance third party liability insurance policy and the motor vehicle insurance cover certificate at the agreed time, 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 insurance cover begins from the agreed date.

*Transition from provisional to definitive insurance cover*

- B.2.2** As soon as you have paid the first or single premium according to C.1.1, the provisional insurance cover switches to the definitive insurance cover.

*Retroactive lapse of provisional insurance cover*

- B.2.3** The provisional insurance cover will cease to apply

retroactively if we have accepted your application unchanged and you have not paid the first or single premium stated in the insurance policy immediately after a period of 14 days has elapsed since receipt of the insurance policy. You will then have no insurance cover from the outset; this only applies if you are responsible for the failure to pay on time.

*Termination of the provisional insurance cover*

- B.2.4** You and we are entitled to cancel the provisional insurance cover at any time. Our termination of the contract will only take effect after two weeks have elapsed from the date of receipt of the termination by you.

*Termination of the provisional insurance cover by revocation*

- B.2.5** If you revoke the insurance contract in accordance with Section 8 of the Insurance Contract Act, the provisional insurance cover shall end when we receive your declaration of revocation.

*Premium for provisional insurance cover*

- B.2.6** For the period of the provisional insurance cover, we are entitled to a part of the premium that corresponds to the contract duration.

## **C Payment of premium**

### **C.1 Payment of the first or single premium**

*Timely Payment*

- C.1.1** The first or single premium stated in the insurance policy shall be due 14 days after the receipt of the insurance policy. You must then pay this premium immediately.

*Failure to pay on time*

- C.1.2** If you do not pay the first or single premium on time, you will have no insurance cover from the start, unless you are not responsible for the non-payment or late payment. However, if you are responsible for the failure to pay on time, the insurance cover shall only commence from the date of payment.

- C.1.3** Furthermore, we can withdraw from the contract as long as the premium has not been paid. Withdrawal is excluded if you are not responsible for the non-payment. After the withdrawal, we may charge you a business fee. This amounts to 10% of the annual premium for each month or part thereof from the requested commencement of insurance cover until our withdrawal, but not more than 40% of the annual premium, however excluding insurance tax.

### **C.2 Payment of the subsequent premium**

*Timely Payment*

- C.2.1** A subsequent premium is due and payable at the time stated in the insurance policy or in the premium invoice.

*Failure to pay on time*

- C.2.2** If you fail to pay a subsequent premium on time, we will request you to pay the premium in arrears plus the damage caused by default (costs and interest) within two weeks of receipt of our request.

- C.2.3** If a loss event occurs after the expiry of the two-week payment deadline and these payments - including any costs and interest - have not yet been paid at that time, you will have no insurance cover. However, we remain obliged to provide cover if you are not responsible for the late payment.

- C.2.4** If you are still in arrears with the payment of these amounts after the expiry of the two-week payment deadline, we may terminate the contract with immediate effect. Our notice of termination will become invalid if you

pay these amounts within one month of receipt of the notice of termination. If we have given notice of termination together with the reminder, the notice of termination will become invalid if you pay within one month of the expiry of the payment deadline stated in the reminder.

You have no insurance cover for loss events that occur in the period between the expiry of the two-week payment deadline and your payment. Insurance cover shall only be provided again for loss events following your payment.

### **C.3 Failure to pay on time in the case of a change of vehicle**

If you insure another vehicle with us instead of the vehicle you previously insured with us (change of vehicle), we will apply the more favourable regulations for the subsequent premium according to C.2.2 to C.2.4 for the new contract if the first or single premium is not paid on time.

Furthermore, we do not invoke the retroactive lapse of provisional insurance cover in accordance with B.2.3. The following prerequisites must be met for this:

- No more than six months have passed between the end of the insurance of the previous vehicle and the start of the insurance of the other vehicle,
- The type of vehicle and the intended use of the vehicles are the same.

If we terminate the insurance relationship due to non-payment, we can demand a business fee from you in accordance with C.1.3.

### **C.4 Payment period**

You must pay your insurance premiums in accordance with the agreed payment period. The payment period is the insurance period according to Section 12 of the Insurance Contract Act. Consult your insurance certificate to find out which payment period you have agreed with.

The term of the contract, which may be different from the payment period, is regulated in Section G

### **C.5 Obligation to pay premiums in the event of subsequent liability in the motor vehicle third party liability insurance policy**

If we remain obliged to pay benefits to a third party in the motor vehicle third party liability insurance policy on the basis of Section 117 paragraph 2 of the Insurance Contract Act despite the termination of the insurance contract, we shall be entitled to the premium for the period of this obligation. Our rights in accordance with Section 116 paragraph 1 of the Insurance Contract Act shall remain unaffected.

## **D What are your obligations when using the vehicle?**

### **D.1 In the case of all types of insurance**

*Agreed purpose*

**D.1.1** The vehicle may only be used for the purpose specified in the insurance contract.

*Authorised driver*

**D.1.2** The vehicle may only be used by one authorised driver. The authorised driver is anyone who uses the vehicle with the knowledge and will of the authorised user. In addition, you, the holder or the owner of the vehicle must not knowingly allow the vehicle to be used by an unauthorised driver.

*Driving with a driving licence*

**D.1.3** The driver of the vehicle may only use the vehicle on public ways or places with the required driving licence. In addition, you, the holder or the owner must not allow the vehicle to be used by a driver who does not have the

required driving licence.

### **D.2 Additionally in the motor vehicle third party liability insurance policy and environmental damage insurance policy**

*Alcohol and other intoxicating substances*

**D.2.1** The vehicle must not be driven if the driver is unable to drive the vehicle safely due to having consumed alcoholic beverages or other intoxicating substances. Furthermore, you, the holder or the owner of the vehicle must not allow it to be driven by a driver who is unable to drive the vehicle safely due to the consumption of alcoholic beverages or other intoxicating substances.

Please note: the regulations according to A.3.9.1 also apply in the motor vehicle insurance cover certificate.

*Unauthorised races*

**D.2.2** The vehicle may not be used for driving events and the associated practice runs which are aimed at achieving a top speed and which have not been approved by the authorities.

Please note: Officially approved motor sporting events are excluded from the insurance cover in accordance with A.1.5.2. In accordance with A.3.9.2, A.4.5.6, there is also no insurance cover for journeys in which it is important to achieve a maximum speed in the motor vehicle insurance cover certificate and the motor vehicle environmental damage insurance policy.

### **D.3 What are the consequences of a breach of these obligations?**

*Waiver or reduction of benefits*

**D.3.1** If you intentionally breach one of your obligations regulated in D.1 and D.2, you shall have no insurance cover. If you breach your obligations through gross negligence, we are entitled to reduce our benefits proportionate to the severity of your culpability. If you prove that you have not breached the obligation through gross negligence, the insurance cover shall continue to apply.

In the event of a breach of the obligation in the motor vehicle insurance policy from D.2.1 sentence 2, we are not exempted from the obligation towards you to pay benefits insofar as you have suffered personal injury as a passenger who was not driving the vehicle.

**D.3.2** Notwithstanding D.3.1, we are obliged to pay benefits insofar as neither the breach of duty is the cause of the occurrence of the insured event nor the scope of our obligation to pay benefits. This does not apply if you fraudulently breach the duty.

*Limitation of exemption from benefits in the motor vehicle liability insurance policy*

**D.3.3** In the motor vehicle third party liability insurance policy, the exemption from or reduction of benefits resulting from D.3.1 is limited to a maximum of € 5,000.00 for you and the co-insured persons. Moreover, the minimum insured sums applicable in Germany shall apply instead of the agreed insured sums.

Sentences 1 and 2 shall apply accordingly if we are completely or partially exempt from a duty to provide cover due to an increase in the risk brought about by you (Sections 23, 26 of the Insurance Contract Act).

**D.3.4** We are completely exempted from the obligation to provide cover *vis-à-vis* a driver who obtains the vehicle through a criminal offence that was committed with intent.

## **E What are your obligations in the event of a claim?**

## E.1 For all types of insurance

### *Obligation to notify*

- E.1.1** You are obliged to notify us of any loss event that may lead to a benefit from us. The time limit for the notification is 10 days.
- E.1.2** If the police, the public prosecutor's office or another authority is performing investigations in connection with the loss event, you are obliged to immediately notify us of this and the progress of the proceedings (e.g. penalty order, penalty notice) without delay, even if you have already reported the loss event to us.

### *Duty to provide information*

- E.1.3** You are obliged to do everything that can serve to clarify what happened during the loss event. This means in particular that you must answer our questions about the circumstances of the loss event truthfully and completely, and must not leave the scene of the accident without facilitating the necessary establishment of the facts. You must follow our instructions that are necessary for the clarification of what happened during the loss event.

### *Duty to mitigate damages*

- E.1.4** You are obliged to avert and mitigate the damage insofar as possible when the loss event occurs. You must follow our instructions in this respect.

## E.2 Additionally in the motor vehicle liability insurance

### *For claims asserted out of court*

- E.2.1** If claims are asserted against you, you are obliged to notify us after the claim has been made. The time limit for the notification is 10 days.

### *Notification of minor damages*

- E.2.2** If you want to self-adjust or settle a property damage that is not expected to exceed € 750.00, you only have to notify us of the claim if you do not succeed in self-adjusting.

### *For claims asserted in court*

- E.2.3** You must notify us immediately if a claim is asserted against you in court (e.g. lawsuit, default summons).
- E.2.4** You must leave the conducting of the legal dispute to us. We are also entitled to instruct a lawyer on your behalf, whom you must issue a power of attorney and all necessary information and provide the requested documents.

### *In the event of imminent expiry of the deadline*

- E.2.5** If you do not receive any instructions from us by two days before the deadline at the latest, you must lodge the necessary appeal against an order to pay or a decision issued by an authority within the time limit.

## E.3 Additionally in the case of a Motor vehicle insurance cover certificate

### *Obtaining of our instruction*

- E.3.1** Before using any of our services, you must obtain our instructions where circumstances permit and follow them where you can reasonably be expected to do so.

### *Examination, supporting documents, medical confidentiality*

- E.3.2** You must allow us to perform any reasonable investigation into the cause and amount of the damage and the scope of our obligation to pay benefits, submit original receipts to prove the amount of the damage and release the treating doctors from their duty of confidentiality in accordance with Section 213 of the Insurance Contract Act.

## E.4 Additionally in the environmental damage

## insurance policy

### *Special obligation to provide notification*

- E.4.1** You are obliged to notify us immediately of any loss event that could lead to a claim according to the USchadG, even if no remediation or cost claims have yet been made.

### *Prompt and comprehensive information*

- E.4.2** Furthermore, you are obliged to inform us immediately and comprehensively concerning:
- the information you are obliged to provide to the competent authority in accordance with Section 4 USchadG,
  - a judicial notice of a dispute,
  - official action against you for the prevention or remediation of environmental damage,
  - the issuing of a default summons,
  - the filing of claims for compensation for expenses incurred by a third party in order to prevent, limit or remedy environmental damage,
  - the initiation of public prosecution, administrative or judicial proceedings.

### *Support with the clarification of what happened*

- E.4.3** You must, insofar as it is reasonable for you to do so, ensure that the damage is averted and reduced and follow our instructions. You must provide us with a detailed and truthful report about the claim and support us in determining and settling the claim. You must inform us of all circumstances that are important for the processing of the claim and send us all the documents that we request.

### *Coordination of duties*

- E.4.4** You must coordinate all measures and obligations in connection with environmental damage claims with us.

### *Objection*

- E.4.5** You must lodge an objection against a default summons or an administrative act related to environmental damage within the time limit. You do not have to wait for our instructions here.

### *Conducting of legal disputes*

- E.4.6** You shall leave the conducting of the legal dispute or opposition proceedings to us. We are also entitled to commission a lawyer on your behalf, to whom you must issue a power of attorney and all necessary information and provide the requested documents.

## E.5 What are the consequences of a breach of these obligations?

### *Waiver or reduction of benefits*

- E.5.1** If you intentionally breach one of your obligations regulated in E.1 and E.2, you shall have no insurance cover. If you breach your obligations through gross negligence, we are entitled to reduce our benefits proportionate to the severity of your culpability. If you prove that you have not breached the obligation through gross negligence, the insurance cover shall continue to apply.

- E.5.2** Notwithstanding D.5.1, we are obliged to pay benefits insofar as neither the breach of duty is the cause of the establishment of the insured event nor for the establishment or the the scope of our obligation to provide cover. This does not apply if you fraudulently breach the duty.

### *Limitation of exemption from benefits in the motor vehicle third party liability insurance policy*

**E.5.3** In the motor vehicle third party liability insurance policy, the exemption from or reduction of benefits resulting from E.5.1 is limited to a maximum of € 2,500 for you and the co-insured persons.

**E.5.4** If you have breached the obligation to clarify matters or mitigate the damage intentionally and in a particularly serious manner in accordance with E.1.3 and E.1.4 (especially in the case of your unauthorised departure from the scene of the accident, failure to render assistance, making deliberately untruthful statements to us), the exemption from benefits shall be extended to a maximum amount of € 5,000.00 in each case.

*Complete exemption from benefits in the motor vehicle third party liability insurance policy*

**E.5.5** If you breach your obligations with the intention of obtaining an unlawful pecuniary advantage for yourself or another person, we are completely exempted from our obligation to provide benefits in relation to the pecuniary advantage obtained.

*Special features of the motor vehicle third party liability and motor vehicle environmental damage insurance policies in the event of legal disputes*

**E.5.6** If you intentionally breach your duty of disclosure according to E.2.1 or E.2.3, E.4.1 or E.4.2. or your duty according to E.2.4 or E.4.6. and if this leads to a legally binding decision that significantly exceeds the scope of the compensation owed in accordance with the merits of the case and the law, we shall also be completely exempted from our obligation to provide benefits with regard to the additional amount payable by us. In the event of a gross negligent violation of these obligations, we are entitled to reduce our benefit in respect of this additional amount relative to the severity of your culpability.

*Minimum insurance sums in the motor vehicle third party liability insurance policy*

**E.5.7** If you breach your obligations according to E.1 and E.2 in the motor vehicle third party liability insurance policy, the minimum insured sums applicable in Germany shall apply instead of the agreed insured sums.

## **F Rights and duties of the co-insured persons**

*Obligations of co-insured persons*

**F.1** For co-insured persons, the provisions regarding your obligations apply mutatis mutandis.

*Exercising of the rights*

**F.2** Only you as the policyholder are entitled to exercise the rights of the co-insured persons emanating from the insurance contract, unless otherwise stipulated. You will find other regulations, in particular for making claims in the motor vehicle liability insurance policy according to A.1.2 and motor vehicle environmental damage insurance policy according to A.4.2.

*Effects of a breach of duty on co-insured persons*

**F.3** If we are exempted from the obligation to indemnify you, this also applies to all co-insured persons.

One exception to this rule applies in the motor vehicle third party liability insurance policy: We can only invoke exemption from benefits in respect of co-insured persons if the circumstances underlying the exemption from benefits are present in the co-insured person or if these circumstances were known to the co-insured person or were not known as a result of gross negligence. If we are obliged to pay benefits, the minimum insured sums applicable in Germany shall apply instead of the agreed insured sums. The same applies if we still provide benefits to the injured third party despite termination of the insurance relationship. The recourse against you also remains in force in these exceptional cases.

## **G Term and notice of termination of the contract, disposal of the vehicle, loss of risk**

### **G.1 How long does the insurance contract run for?**

*Term of the contract*

**G.1.1** The term of your contract is stated in your insurance policy.

*Automatic extension*

**G.1.2** If the contract has been concluded for a term of one year, it will be renewed on expiry for a further year in each case unless you or we terminate the contract. This also applies if less than one year is agreed for the first term after the conclusion of the contract in order to have the following insurance years start on a certain calendar day, e.g. 1 January of each year.

*Contracts with a term of less than one year*

**G.1.3** If the term is expressly agreed to be less than one year, the contract shall end at the agreed time without the need for a notice of termination.

### **G.2 When and for what reason can you terminate the insurance contract?**

*Termination at the end of the insurance year*

**G.2.1** You can terminate the contract at the end of the insurance year. Termination is only effective if it is received by us at least one month before expiry.

*Termination of the provisional insurance cover*

**G.2.2** You are entitled to cancel provisional insurance cover. The termination shall take effect immediately upon receipt by us.

*Termination following a loss event*

**G.2.3** You can terminate the contract following the occurrence of a loss event.

You can only terminate the motor vehicle third party liability insurance policy if

- we have acknowledged our obligation to perform or
- we have wrongly refused our obligation to indemnify or
- we instruct you to litigate the third party's claim; or
- a legally binding judgment has been issued in a legal dispute with a third party regarding the compensation.

In the case of a motor vehicle third party liability insurance policy, the notice of termination must be received by us within one month after you have become aware of the reason for termination.

In the other insurance classes, the notice of termination must have been received by us within one month following the end of the negotiations concerning the indemnity.

**G.2.4** You can determine whether the termination should become effective immediately or at a later date, but no later than upon the expiry of the contract.

*Termination in the event of the sale or foreclosure of the vehicle*

**G.2.5** If you sell the vehicle or if it is foreclosed, the contract shall transferred to the purchaser in accordance with G.7.1 or G.7.6. The purchaser is entitled to terminate the contract within one month of the purchase, or within one month of becoming aware of it if he was not aware of the existence of the insurance. The purchaser can determine whether the contract ends with immediate effect or at the latest upon the expiry of the contract.

**G.2.6** If the purchaser takes out a new insurance policy for

the vehicle and submits a confirmation of insurance to the registration authority, this shall automatically be deemed to be a termination of the transferred contract. The termination will take effect at the beginning of the new insurance policy.

- G.2.7** *Termination in the event of a premium increase*  
If we increase the premium based on our right to adjust the premium in accordance with J.1, you can cancel the contract within one month of receiving our notification of the premium increase. The termination shall be effective immediately, but at the earliest at a time when the premium increase would have become effective. We will notify you of the premium increase at least one month before it takes effect and inform you of your right of termination. In addition, in the event of a premium increase according to J.1, we will indicate the difference between the previous and the new premium.

*Termination in the event of a change in the use of the vehicle*

- G.2.8** If the type and use of the vehicle changes in accordance with K.2 and the premium increases by more than 10% as a result, you may terminate the contract without notice within one month of receipt of our notification.

*Termination in the event of a change in the conditions*

- G.2.9** If we exercise our right to adjust conditions in accordance with Section M, you may terminate the contract within six weeks of receipt of our notification. The termination is effective immediately, but at the earliest on the date on which the change in conditions becomes effective. We will inform you of the change at the latest six weeks before it takes effect and inform you of your right of termination.

### **G.3 When and for what reason can we terminate the insurance contract?**

*Termination upon expiry*

- G.3.1** We can terminate the contract at the end of the insurance year. Termination is only effective if it is received by you at least one month before expiry.

*Termination of the provisional insurance cover*

- G.3.2** We are entitled to terminate provisional insurance cover. The termination will only take effect after two weeks have elapsed from the date at which you receive it.

*Termination following a loss event*

- G.3.3** We can terminate the contract following the occurrence of a loss event. We can only terminate the motor vehicle third party liability insurance policy if we have acknowledged our obligation to indemnify or after a legally binding judgement has been issued in a legal dispute with a third party regarding compensation.

In the motor vehicle third party liability insurance policy the notice of termination must be received within one month after we have acknowledged our obligation to indemnify or within one month since the judgment entered in the legal dispute with the third party has become final. In the other insurance classes, the notice of termination must have been received by you within one month following the end of the negotiations concerning the indemnity.

Our termination shall take effect one month after it has been received by you.

*Termination in the event of non-payment of the subsequent premium*

- G.3.4** If you have not paid an outstanding subsequent premium plus costs and interest within the two-week period despite our demand for payment in accordance with C.2.2, we may terminate the contract with immediate effect. Our notice of termination will become invalid if you pay these amounts within one month of receipt of the notice of termination (see also C.2.4).

*Termination for breaching your obligations when using the vehicle*

- G.3.5** If you have breached one of your obligations when using the vehicle in accordance with D, we can terminate the contract with immediate effect within one month of becoming aware of the breach. This does not apply if you prove that you have neither breached the obligation intentionally nor through gross negligence.

*Termination in the event of a change in the use of the vehicle*

- G.3.6** If the type or use of the vehicle changes according to K.2, we can terminate the contract with immediate effect. If you can prove that the change is not due to intent or gross negligence, the termination will take effect one month after you receive it.

*Termination in the event of the sale or foreclosure of the vehicle*

- G.3.7** We may serve a notice of termination to the purchaser in the event of the sale or foreclosure of the vehicle according to G.7. We must serve notice of termination within one month of the date on which we became aware of the sale or foreclosure. Our termination shall take effect one month after it has been received by the purchaser.

### **G.4 Termination of individual types of insurance**

- G.4.1** The motor vehicle third party liability and motor vehicle environmental damage insurance policies are each legally independent contracts. The termination of one of these contracts does not affect the continuation of others.

Notwithstanding the above, all other contracts also end in the event of termination of the motor vehicle third party liability insurance policy.

- G.4.2** You and we are entitled to terminate the entire motor vehicle insurance policy for the vehicle if there is a cause to terminate one of these policies.

- G.4.3** If we only terminate one of several contracts concluded for the vehicle and you inform us within two weeks of receipt of our notice of termination that you do not agree to the continuation of the other contracts that have not been terminated, the entire motor vehicle insurance policy for the vehicle shall be deemed to have been terminated. This applies accordingly to us if you only terminate one of several contracts.

- G.4.4** G.4.1 and G.4.2 apply accordingly if several vehicles are insured in one contract.

### **G.5 Form and receipt of the notice of termination**

Any notice of termination must be served by us in writing and by you in text form (e.g. email, fax or letter) and shall only be effective if it is received within the respective notice period.

### **G.6 Premium statement following termination**

In the event of the termination of the contract before the end of the insurance year, we shall be entitled to the premium due for the period of insurance cover on a pro rata basis.

### **G.7 What should be observed when selling the vehicle?**

*Transfer of the insurance policy to the purchaser*

- G.7.1** If you sell your vehicle, the insurance is transferred to the purchaser.

- G.7.2** We are entitled and obliged to adjust the premium in accordance with the purchaser's details as we would also require them if the contract were newly concluded. This also applies to the no-claims bonus of the

purchaser, which is determined according to his previous claims history. The new premium shall apply from the day following the transfer of the insurance.

- G.7.3** We can demand the premium for the current payment period either from you or from the purchaser.

*Notification of the sale*

- G.7.4** You and the purchaser are obliged to immediately notify us of the sale of the vehicle. If no notification is provided, the insurance cover may be lost subject to the conditions of Section 97 of the Insurance Contract Act.

*Termination of the contract*

- G.7.5** In the event of the sale of the vehicle, the purchaser can terminate the contract in accordance with G.2.5 and G.2.6 or we can terminate the contract in accordance with G.3.7. In this case we can only demand the premium from you.

*Foreclosure*

- G.7.6** The regulations G.7.1 to G.7.5 shall be applied accordingly if your vehicle is foreclosed.

- G.8 Cessation of risk (e.g. due to scrapping of vehicle)**

If the insured risk finally ceases to exist, we shall be entitled to the premium up to the time at which we become aware of the cessation of the risk.

## **H Taking the car out of service, seasonal number plates, driving with unstamped number plates**

- H.1 What must be observed if you take the car out of service?**

*Dormant vehicle insurance policy*

- H.1.1** If the insured vehicle is taken out of service and is to be re-registered at a later date, this does not terminate the contract.
- H.1.2** The contract will be transferred to the status of a non-contributory dormant vehicle insurance policy if the registration authority notifies us that it has been taken out of service, unless the removal from service is for a period of less than two weeks or you request the unrestricted continuation of the previous insurance cover.
- H.1.3** The regulations according to H.1.1 and H.1.2 do not apply to caravan trailers and to contracts with an explicitly shorter contract period than one year.

*Scope of the dormant vehicle insurance*

- H.1.4** In the case of the non-contributory dormant vehicle insurance policy, we grant you limited insurance cover during the period in which the vehicle is not in service.

The dormant vehicle insurance comprises:

- The motor vehicle third party liability insurance,
- the motor vehicle environmental damage insurance policy.

*Your obligations with regard to the dormant vehicle insurance policy*

- H.1.5** For the duration of the dormant vehicle insurance policy, you are obliged to park the vehicle in a parking space (e.g. a single or collective garage) or in an enclosed parking space (e.g. a closed courtyard) not only temporarily and not to use the vehicle outside these premises. If you breach this obligation, we shall be exempt from an obligation to indemnify under the conditions set out in D.3.

*Re-registration of the vehicle*

- H.1.6** If the vehicle is readmitted to road traffic (end of the period where it was taken out of service), the original

insurance cover is reinstated. You must notify us immediately of the end of the period in which the vehicle was taken out of service.

*End of the contract and the dormant vehicle insurance policy.*

- H.1.7** The contract, and thus also the dormant vehicle insurance policy, ends 18 months after the vehicle is taken out of service, without the need for a notice of termination.
- H.1.8** If you re-register the vehicle during the period of the dormant vehicle insurance with an insurance certificate from another insurer, we have the right to continue the contract and request the other insurer to cancel the contract.

## **H.2 What special features apply to seasonal licence plates?**

- H.2.1** In the case of vehicles registered with a seasonal licence plate, we provide the agreed insurance cover during the period documented on the licence plate (season).
- H.2.2** Outside of the season, you have dormant vehicle insurance cover in accordance with H.1.4 and H.1.5.
- H.2.3** In the case of journeys outside of the season, you have insurance cover in the motor vehicle third party liability insurance policy within the registration district responsible for the holder and an adjoining district if these journeys are performed in connection with the registration procedure or because of the main inspection, safety inspection or exhaust emission inspection.

## **H.3 Driving with unstamped number plates**

*Insurance cover in the motor vehicle third party liability insurance policy and the motor vehicle insurance cover certificate*

- H.3.1** In the motor vehicle liability insurance policy and the motor vehicle insurance cover certificate you also have insurance cover for journeys to register the vehicle with unstamped number plates. This does not apply to journeys for which you must have a red number plate or a short-term number plate.

*What are registration journeys?*

- H.3.2** Registration journeys are journeys performed in connection with the registration procedure within the registration district responsible for the holder and an adjacent registration district. These are return journeys from the registration authority following removal of the stamp sticker. In addition, journeys to have the vehicle's main inspection, safety inspection or exhaust emission inspection or registration performed are insured if the registration authority has assigned an unstamped number plate in advance.

## **I No-claims bonus system**

### **I.1 Information about your claim history**

- I.1.1** We are entitled to obtain the following information from the previous insurer when taking over a claims history:
- Type and use of the vehicle
  - Start and end of the contract for the vehicle,
  - Claims history of the vehicle in the motor vehicle third party liability insurance policy and fully comprehensive insurance policy,
  - Interruptions in the vehicle's insurance cover that have not yet affected its last reclassification,
  - whether provisions for a loss event have been released within three years of their creation without

payments having been made, and

- whether you or another insurer have already been provided with relevant information.

I.1.2 If you insure your vehicle with another insurer following the termination of your contract for the motor vehicle third party liability insurance and fully comprehensive insurance, we are entitled and obliged to provide the insurer with information on your contract and the insured vehicle in accordance with I.1.1 upon request.

Our information only refers to the actual claims history. Special classifications are not taken into account.

## J Premium adjustments due to tariff measures

### J.1 Tariff adjustment

We are entitled to adjust the premium for the motor vehicle insurance policy in line with the development of claims in order to ensure an appropriate ratio of insurance premium and benefits. The new premium may not be higher than the tariff premium for a new motor vehicle insurance policy with the same premium calculation features and the same scope of cover and with unchanged GCI.

An increase in the previous premium to the amount of the premium resulting from the new tariff will only take effect if we notify you of the premium increase, indicating the difference between the previous and the new premium, at the latest one month before it takes effect and inform you in writing of your right of termination in accordance with G.2.7.

If the previous tariff premium is reduced, we are obliged to reduce the premium to the amount of the new tariff premium at the beginning of the next insurance year. Deviating agreements (e.g. surcharges or discounts contained in the contract) shall remain unaffected.

### J.2 Right of termination

If a change according to J.1 leads to an increase in the premium, you shall have a right of termination according to G.2.7. If several changes take effect at the same time, your right of termination only exists if the changes in total lead to an increase in the premium.

### J.3 Statutory change in the scope of benefits in the motor vehicle third party liability insurance policy

In the motor vehicle third party liability insurance policy, we are entitled to increase the premium as soon as we are obliged to increase the scope of benefits or the sums insured due to a law, a regulation or an EU directive.

## K Premium adjustment due to a circumstance that has occurred in your case

### K.1 Your notification obligations regarding the characteristics for the calculation of premiums

*Notification of changes*

K.1.1 You must notify us immediately of any change to a feature relating to the calculation of the premium listed in the insurance policy.

*Inspection of the features relating to the calculation of the premium*

K.1.2 We are entitled to check whether the features taken into account in your contract concerning the calculation of the premium apply. Upon request, you must provide us with the relevant confirmations or evidence.

*Consequences of inaccurate information*

K.1.3 If you have provided inaccurate information on the

features for the calculation of the premium or have not notified us of changes and the premium calculated is therefore too low, the premium that corresponds to the actual features for the calculation of the premium will apply retroactively from the beginning of the current insurance year.

K.1.4 If you have deliberately provided inaccurate information or deliberately failed to provide notification of changes and the premium charged is too low as a result, a contractual penalty of one year's premium is payable in addition to the premium increase.

*Consequences of non-disclosure*

K.1.5 If you culpably fail to comply with our request to submit confirmations or evidence within one month, we are entitled to calculate the premium retroactively from the beginning of the current insurance year according to the assumptions that are least favourable for you if

- we have informed you in text form (e.g. email, fax or letter) of the premium then payable and the assumptions on which this is based and
- we have issued you with a deadline of one month in which to respond.

### K.2 Change in the type and use of the vehicle

If the type or use of the vehicle shown in the insurance policy changes, then you must notify us of this. When allocating according to the use of the vehicle, the towing vehicle and trailer are considered to be a unit, whereby the higher risk involved is decisive.

In this case, we can terminate the insurance contract in accordance with G.3.6 or adjust the premium from the time of the change.

If we increase the premium by more than 10%, you have a right of termination in accordance with G.2.8.

## L Disagreements and places of jurisdiction

### L.1 If you are not satisfied with us at any time

*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 desired, you can contact the Insurance Ombudsman.

Versicherungsombudsmann  
e.V. Postfach 080632  
10006 Berlin

Email: [beschwerde@versicherungsombudsmann.de](mailto:beschwerde@versicherungsombudsmann.de)  
Internet: [www.versicherungsombudsmann.de](http://www.versicherungsombudsmann.de)  
Tel: 0800 3696000, Fax: 0800 3699000.  
(free of charge from the German network)

The Insurance Ombudsman is an independent arbitration body that works free of charge on behalf of consumers. We have undertaken to participate in the arbitration proceedings.

*Insurance Supervisory Authority*

L.1.2 If you are not satisfied with our service or if there are disagreements concerning the execution of the contract, you can also contact the supervisory authority responsible for us. As an insurance company, we are subject to supervision by the Federal Financial Supervisory Authority (BaFin)

Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin)  
(Federal Financial Supervisory Authority)  
Sektor Versicherungsaufsicht (Insurance supervision sector)  
Graurheindorfer Straße 108  
53117 Bonn  
Email: [poststelle@bafin.de](mailto:poststelle@bafin.de)  
Tel.: 0228 4108-0; Fax 0228 4108 – 1550.

Please note that BaFin is not an arbitration board and cannot make binding decisions on individual disputes.

*Legal action*

**L.1.3** You also have the option of taking legal action.

## **L.2 Places of jurisdiction**

*If you sue us*

**L.2.1** You can assert claims arising from your insurance contract before the following courts in particular:

- the court that has local jurisdiction over your place of residence,
- the court that has local jurisdiction for our head office or for the branch office serving you.

*If we sue you*

**L.2.2** We may assert claims arising from the insurance contract in particular before the following courts:

- the court that has local jurisdiction over your place of residence,
- the court of the place where the head office or the branch of your business is located if you have concluded the insurance contract for your business or commercial operations.

*You have moved your residence or head office abroad*

**L.2.3** In the event that you have relocated your place of residence, company headquarters or habitual abode outside Germany or your place of residence, head office or habitual abode is not known at the time the action is brought, the court with jurisdiction for our company headquarters shall be deemed to have been agreed upon, notwithstanding the provisions according to L.2.2.

## **M Amendment to the insurance conditions**

We may amend, supplement or replace individual terms and conditions with effect for existing insurance contracts,

- if a legal provision is introduced or amended which affects these conditions or upon which they are based.
- in the event of new or amended supreme court rulings directly affecting these conditions,
- if a court declares individual conditions legally invalid,
- if the Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht) objects to these terms and conditions by administrative act as being incompatible with applicable law and requests the insurer to amend them

This only applies to conditions that concern the following areas:

- Scope of the insurance cover
- Coverage exclusions,
- Obligations of the policyholder or the insured persons

The amended terms and conditions must not place the policyholder in a worse position than the original terms and conditions as an individual provision and in connection with other terms and conditions of the contract.

You shall be notified of the amended, supplemented or replaced terms and conditions in writing and the content and reason for the amendment shall be explained by us. You approve these amended conditions if you do not object in text form (e.g. email, fax or letter) within two months of notification. We will expressly draw your attention to this fact in the announcement. The punctual sending of the

objection is sufficient to meet the deadline. If the objection is lodged within the time limit, the amendments shall not enter into force.