

General Terms and Conditions of Personal Accident Insurance (AUB 95)

§ 1 Claim

- I. The insurer provides insurance cover in the event of accidents suffered by the policyholder during the period of validity of the policy. The types of payment which can be insured are set out in §7; the application and insurance certificate each show which types of payment can be agreed in the policy.
- II. The insurance covers accidents throughout the world.
- III. An accident is deemed to have occurred if the policyholder suddenly suffers involuntary harm to health through an incident externally acting on his/her body (accident incident)
- IV. An accident is also present if through increased exertion on limbs or the spinal column
 - (1) a joint is sprained or
 - (2) muscles, sinews, tendons or capsules are pulled or torn

§ 2 Exclusions

- The following are not covered by the insurance:
- I.
 - (1) Accidents due to mental or consciousness disturbances, including if they are due to intoxication, as well as strokes, epileptic fits or other convulsions which affect the entire body of the policyholder.
However insurance cover exists if these disturbances or fits are caused by an accident covered by this policy.
 - (2) Accidents suffered by the policyholder deliberately carrying out or attempting to carry out a criminal act.
 - (3) Accidents directly or indirectly caused by war or civil war events, accidents due to internal unrest if the policyholder participates on the side of those instigating the unrest
 - (4) Accidents suffered by the policyholder
 - (a) as an aircraft pilot (including aerial sports pilot) insofar as a licence for this is required in accordance with German law as well as other crew member of an aircraft
 - (b) during professional activities carried out with the aid of an aircraft
 - (c) when using spacecraft
 - (5) Accidents suffered by the policyholder through participation as driver, passenger or occupant of a motor vehicle in driving events, including the trial runs, which involve achieving high speeds.
 - (6) Accidents caused directly or indirectly through nuclear energy
 - II.
 - (1) Harm to health through radiation
 - (2) Harm to health through treatment measures or operations which the policyholder carries out or has carried out on his/her body. However, insurance cover exists if the operations or treatment measures, including radiation and therapeutic diagnostic measures, were due to an accident covered by this policy.
 - (3) Infections Insurance cover is provided if the disease pathogens entered the body through an accident injury covered by this policy. Accident injuries do not include skin or mucous membrane injuries, which are minor as such, and via which disease pathogens immediately or subsequently enter the body; this restriction does not apply to rabies and tetanus. For infections caused by treatment measures (2) paragraph 2 applies accordingly.
 - (4) Poisoning as a result of taking solid or liquid substances via the gutlet
 - III.
 - (1) Stomach or lower abdominal hernias
However, insurance cover is present if they have occurred through a violent external effect covered by this policy
 - (2) Damage to vertebral disks as well as bleeding from internal organs and cerebral bleeding. However, insurance cover exists if an accident in accordance with §1 III covered by the policy is the principal cause of this.
 - IV. Pathological disorders as a result of psychological reactions, irrespective of how they are caused

§ 3 Uninsurable persons

- I. Uninsurable and uninsured despite premium payment are persons requiring permanent care as well as persons with mental illnesses. A person required care is a person who predominantly requires the help of others in managing his/her daily life.
- II. The insurance cover lapses as soon as the policyholder in accordance with I is no longer insurable. The insurance ends at the same time.
- III. The premium paid for persons permanently requiring care as well as persons with mental illnesses since taking out the insurance or start of uninsurability must be refunded.

§3a Precontractual notification obligations of the policyholder

The policyholder must answer all application questions truthfully. In the event of infringement of this obligation the insurer can in accordance with the provisions of §§ 16 to 22 of the Law on Insurance Agreements (see appendix to these conditions) withdraw from the agreement or dispute it and not be liable for payment.

§3b Policyholder's right of revocation and objection

- I. In the case of a policy valid over several years the policyholder has a legal right of revocation about which he/she must be informed. The right of revocation does not apply if and insofar as the insurer, at the request of the policyholder provides immediate insurance cover or if the insurance is determined in accordance with the content of the application for the work already carried out professionally or independently by the policyholder. If this information is not provided the right of revocation lapses one month after payment of the first premium.
- II. If the insurance conditions applicable to the policy or other customer information of relevance to the policy are only forwarded with the insurance certificate, in place of the right of revocation the policyholder has a legal right to object, about which he/she must be informed.
If this information is not provided, or if the policyholder does not have the insurance certificate, insurance terms and conditions or user information available in full, he/she can still object within one year of payment of the first premium.

§ 4 Start and end of the insurance cover/legal formulation rights

- I. The insurance cover starts as soon as the first premium is paid, but at the earliest at the time indicated on the insurance certificate. If the first premium is only requested after this time, but is paid within 14 days, the insurance cover begins at the time indicated on the insurance certificate.
- II. The policy can be ended through written notice by one of the contracting parties
 - (1) on expiry of the agreed period
The notice must be received at least 3 months before expiry; otherwise the policy is renewed for a year each time.
 - (2) at the end of the fifth or each following year if a policy is taken out for the duration of more than five years
The notice must be received by the contracting party at least three months before the expiry of the fifth or appropriate following year.
 - (3) if the insurer has made a payment in accordance with §7 or a claim has been made against him for such a payment.
The notice must be received at least one month after the payment – or, in the event of a legal dispute, after withdrawal of the claim, acceptance, settlement or legal enforcement of the decision. It only comes into effect one month after receipt.
- III. The policy ends without notice if the agreed duration is less than one year to the date indicated in the insurance certificate.
- IV. The insurance cover ceases to apply as soon as the policyholder serves in war or war-like service, or in a military or similar organisation. The insurance cover is restored as soon as the insurer has received notification that the policyholder has ended such service.

§ 5 Premiums, due date and default

I.

The premiums include the relevant insurance tax and agreed secondary costs. Unless otherwise agreed the first or one-off premium is due immediately on taking out the insurance policy. Subsequent premiums are payable on the first of the due month unless otherwise agreed.

II.

In the event of payment not being made on time, the provisions of §§ 38 and 39 of the Law on Insurance Policies (VVG) apply. In the event of part payment of the annual premium the still outstanding instalments of the annual premium become due immediately if the policyholder is in arrears with the payment of one instalment. Remaining subsequent premiums can only be legally enforced within one year of expiry of the payment deadlines determined in accordance with §39 clause 1 VVG.

III.

In the event of early termination of the policy the insurer is only entitled to the part of the premiums corresponding to the expired insurance period.

IV.

In the event of §4 IV the obligation to pay premiums is suspended.

§ 6 Change of job or occupation, military service

I.

Changes to the job or occupation of the policyholder during the period of validity of the insurance must be notified immediately.

Performing compulsory military or civilian service, as well as participation in military reserve training are not considered as job or occupation changes.

II

(1) If the policyholder's new job or occupation results in a lower premium in accordance with the insurer's rates applicable at the time of the change, this lower premium is payable as of a period of one month from receipt of the notification.

(2) If a higher premium results, for two months after the time of change of job or occupation insurance cover is still provided at the previous insurance sums. If an accident occurs after this period without notification of change having been received or agreement of the premium reached, the insured sums in accordance with the required premium are reduced to be in accordance with the previously paid premium.

(3)

a) If the insurer does not offer insurance cover for a new job or occupation, the insurer can cancel the policy. The cancellation comes into force one month after receipt. The cancellation right lapses

- if it is not exercised within one month of the time the insurer has received notification of the change, or

- if the policyholder has resumed his/her previous job or occupation.

b) If the policyholder has not given immediate notice of the change the insurer is exempted from payment if the accident occurs more than one month after the time at which the insurer should have received notification.

The insurer's obligations remain if the insurer was aware of the new job or occupation at the time the insurer should have received notification. The same applies if at the time of an accident

- the deadline for the insurer to cancel has expired and cancellation has not taken place, or

- if the new job or occupation had no influence on the accident and the scope of performance of the insurer.

§ 7 Types of payment

The agreed types of payment and their amount (insurance sum) are set out in the policy. The following conditions apply for the arising of the claim and assessment of the insurance payments.

I.

Disability insurance

(1) If the accident results in permanent impairment of the physical and mental performance (disability) of the policyholder, a claim for capital payment from the insured disability sum arises. If the policyholder is over 65 at the time of the accident the payment is paid out as an annuity in accordance with §14. The disability must have occurred within one year of the accident and medically diagnosed and confirmed within a further period of three months.

(2) The insurance payment is determined by the degree of disability.

(a) The following fixed degrees of disability apply – without evidence of greater or lesser disability – in the event of loss or functional incapacity of

an arm at the shoulder 70 percent

an arm to above the elbow 65 percent

an arm below the elbow 60 percent

a hand at the wrist 55 percent

a thumb 20 percent

an index finger 10 percent

another finger 5 percent

a leg above the middle of the upper leg 70 percent

a leg below the middle of the upper leg 60 percent

a leg below the knee 50 percent

a leg below the middle of the lower leg 45 percent

a foot at the ankle 40 percent

a big toe 5 percent

another toe 2 percent

an eye 50 percent

hearing in one ear 30 percent

sense of smell 10 percent

sense of taste 5 percent

(b) In the event of partial loss or functional impairment of any of these parts of the body or sensory organs the corresponding proportion of the percentage in accordance with a) is assumed.

(c) If through the accident parts of the body or sensory organs are affected, the loss or functional impairment of which is not set out in a) or b), the decisive aspect is the extent to which normal physical or mental performance is impaired from an exclusively medical point of view.

(d) If through the accident several physical or mental functions are impaired, the degrees of disability in accordance with 2) are added together. However, more than 100 percent is not accepted.

(3) If through the accident a physical or mental function is affected which was previously permanently impaired, a deduction in accordance with the degree of the previous disability is made. This is assessed in accordance with (2).

(4) If death occurs within one year of the accident disability payment cannot be claimed.

(5) If the policyholder dies more than one year after the accident from causes unrelated to the accident, irrespective of which causes, and a claim for disability payment in accordance with 1) had arisen, payment is made in accordance with the degree of disability anticipated on the basis of the most recent medical findings.

II.

Transition payment

If after the end of a period of six months of the accident and without the joint effect of illnesses or disabilities there is still accident-related impairment of normal physical or mental performance both at work and outside work of more than 50 percent and this impairment has existed until then without interruption, the transition payment agreed in the policy is payable. To claim this reference is made to § 9 VI.

III.

Allowance

(1) If the accident leads to impairment of capacity to work, an allowance is paid for the duration of medical treatment. The allowance is graded in accordance with the degree of impairment. Assessment of the degree of impairment depends on the job or occupation of the policyholder.

(2) The allowance is paid for a maximum of one year, calculated from the day of the accident.

IV.

Hospital allowance

(1) A hospital allowance is paid for each calendar day the policyholder is receiving fully medically necessary treatment as a hospital in-patient, but only for a maximum of two years calculated as of the day of the accident.

(2) Hospital allowance is not paid when staying in sanatoria, rehabilitation centres or health resorts.

V. Convalescence allowance

- (1) For the same number of calendar days for which the policyholder has drawn hospital allowance he/she receives convalescence allowance amounting to the insured hospital allowance, but for a maximum duration of 4 weeks per accident.
- (2) Several full admissions to hospital as a result of the same accident count as one uninterrupted admission to hospital.
- (3) Convalescence allowance can be claimed on discharge from hospital.

VI.

Payment on death

If the accident results in death within one year, payment of the sum insured in the event of death can be claimed. To claim this reference is made to § 9 VII.

§ 8 Payment restrictions

If illnesses or disabilities have also had an effect on harm to health or consequences thereof brought about by an accident, the payment is reduced in accordance with the proportion of the illness or disability if this proportion is at least 25 percent.

§ 9 Obligations after the occurrence of an accident

I.

After an accident, which is expected to result in a claim, a doctor must be consulted immediately and the insurer informed. The policyholder must observe the doctor's directions and must also minimise the consequences of the accident if possible.

II.

The accident report form forwarded by the insurer must be completed truthfully and returned to the insurer immediately. Any other information requested in relation to the matter must be provided immediately.

III.

The policyholder must try to ensure that the reports and assessments required by the insurer are provided as soon as possible.

IV.

The policyholder must allow himself/herself to be examined by the doctor appointed by the insurer. The costs of this, including the resulting loss of earnings, shall be borne by the insurer.

V.

The doctors who have examined or treated the policyholder – for other reasons too, other insurers, insurance carriers and authorities must be empowered to provide all required information.

VI.

The policyholder shall be entitled to claim the transition payment at the latest seven months after the occurrence of the accident, substantiated by a medical report.

VII.

If the accident results in death this must be notified within 48 hours, even if the accident has already been reported. Notification should be provided telegraphically. The insurer must be granted the right to have a post-mortem carried out by a doctor appointed by the insurer.

§ 10 Consequences of breaches of obligations

If an obligation to be fulfilled after the occurrence of an accident is breached the insurer is exempted from the payment duty, unless the breach is neither malicious nor due to gross negligence. In the case of gross negligence the insurer remains obliged to make payment insofar as the breach has no effect on establishing that an accident has occurred nor on the assessment of the payment.

§ 11 Due date of payments

I.

As soon as the insurer has received the documents which the policyholder must provide as evidence of occurrence of the accident and the consequences of the accident as well as completion of the treatment necessary for assessing disability, the insurer shall declare within one month – or within three months in the case of disability claims – whether and the extent to which a claim is accepted.

The medical charges incurred by the policyholder to justify the payment claim are assumed by the insurer

In the event of disability up to 1 permille of the insured sum

In the case of transition payment up to 1 percent of the insured sum

In the case of allowance up to one daily allowance payment

In the case of hospital allowance up to one hospital allowance payment

II.

If the insurer accepts the claim or if the policyholder and insurer have agreed on the basis and amount, the insurer makes the payment within two weeks. Before completion of treatment a disability payment can only be claimed within one year of the accident if and insofar a payment in the event of death has been insured.

III.

If the payment obligation has only been accepted in principle, the insurer pays appropriate advance payments at the request of the policyholder

IV.

The policyholder and insurer are entitled to have the degree of disability medically reassessed annually, for at most up to three years after the accident. However, on the part of the insurer this right must be exercised submitting a declaration in accordance with I and on the part of the policyholder within one month of receipt of this declaration.

If the eventual assessment results in a higher degree of disability than already assessed by the insurer, annual interest of 5 percent is payable on the additional sum.

§ 12 Legal relationships of persons involved in the policy

I.

If the policy has been taken out for accidents incurred by others (third-party insurance) it is not the policyholder but the beneficiary who is entitled to exercise the rights in accordance with the policy. The policyholder is responsible for fulfilling the obligations together with the beneficiary.

II.

All provisions applying to the beneficiary are applicable accordingly to his/her legal successor and other claimants.

III.

The insurance claims cannot be transferred or pledged before maturity without the permission of the insurer.

§ 13 Notifications and declarations of intention

I.

All notifications and declarations intended for the insurer must be submitted in writing and should be addressed to the insurer's head office or to the office designated on the insurance certificate or its appendices. Insurance agents are not authorised to receive them.

II.

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

§ 14 Pension payment in the event of disability

I.

If the payment of an annuity is envisaged in the event of disability (see § 7 1. (1)) for a capital payment of 500 EUR the following annual sums result. The calculation is based on age at the time of the accident

Age	Sum of annuity for	
	Men	Women
65	54.31	44.94
66	58.51	46.70
67	58.84	48.61
68	61.30	50.68
69	63.92	52.93
70	66.68	55.37
71	66.68	58.01
72	72.69	60.88

73	75.96	63.99
74	79.44	67.39
and above	83.16	71.01

- II. The annuity is paid as of completion of the medical treatment, at the latest as of the end of the year following the accident until the end of the quarter in which the policyholder dies. It is paid in advance of the first of each quarter.
In order to check the preconditions for drawing the annuity the insurer is entitled to request confirmation that the policyholder is still alive. If confirmation is not forwarded immediately the annuity payment is suspended at the next due date.
- III. Within three years of the initial annuity assessment the policyholder and the insurer can request a reassessment.

§15 Expiry and claim limitation

- I. The claims arising out of this insurance policy expire after two years. Expiry begins at the end of the year in which the payment can be claimed.
If a claim by the policyholder has been lodged with the insurer the expiry period is suspended until receipt of the written decision of the insurer.
- II. Claims not accepted by the insurer are ruled out if the policyholder allows a period of six months to elapse from receipt of the insurer's declaration without legally vindicating the claims.
The period begins on receipt of the concluding written declaration by the insurer. The legal consequences of missing the deadline only come into force if the insurer has expressly referred to the necessity of legal vindication in the declaration.

§ 16 Place of jurisdiction

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

§ 17 Concluding provision

Unless otherwise set out in the insurance conditions the statutory regulations apply. This applies in particular to the statutory regulations listed in the appendix, which in accordance with the insurance conditions form an integral part of the insurance policy.

Extract from the law on insurance policies of 30th May 1908 (VVG) with subsequent amendments

§ 16

- (1) When taking out a policy the policyholder must notify the insurer of all circumstances known to him/her, which are important for assuming the risk. Important are the circumstances which can influence the decision of the insurer to enter into a policy at all or on the basis of the agreed content. A circumstance which the insurer has expressly asked about in writing is considered as important in cases of doubt.
- (2) If an important circumstance is not notified in contradiction of this regulation, the insurer can withdraw from the policy. The same applies if an important circumstance has not been notified because the policyholder has maliciously denied knowledge of the circumstance.
- (3) Withdrawal is ruled out if the insurer was unaware of the unnotified circumstance or if it was not notified through no fault of the policyholder.

§ 17

- (1) The insurer can also withdraw from the policy if an important circumstance has been incorrectly notified.
- (2) Withdrawal is ruled out if the error was known to the insurer or if the circumstance was incorrectly notified through no fault of the policyholder.

§ 18

If the policyholder had to notify the risk circumstances on the basis of written questions posed by the insurer, the insurer can only withdraw due to omission of notification of a circumstance which was not expressly asked about in the event of malicious concealment.

§19

If the policy was taken out by an authorised representative or by a representative without representation authority, the withdrawal right of the insurer is not only based on the knowledge and malice of the representative but also on the knowledge and malice of the policyholder. The policyholder can only claim that the notification of an important circumstance was omitted or notified incorrectly through no fault of his/her own, if neither he/she nor the representative was at fault.

§ 20

- (1) Withdrawal can only take place within one month. The period begins at the time the insurer becomes aware of the breach of the notification obligation.
- (2) Withdrawal takes place by way of a declaration vis-à-vis the policyholder. In the event of withdrawal, unless otherwise determined in the law with regard to the premium, both parties are obliged to repay received payments to each other, interest is payable on a monetary sum from the time of receipt.

§ 21

If the insurer withdraws after a claim has arisen, his obligation to pay remains intact if the circumstance in accordance with which the notification obligation was breached has had no influence on the occurrence of the insurance claim and the scope of the insurer's obligations

§ 22

The right of the insurer to dispute the policy due to malicious fraud in relation to the risk circumstances remains unaffected.

§ 38

- (1) If the first or one-off premium is not paid in time, the insurer is entitled to withdraw from the policy as long as the payment has not been made. It is considered as withdrawal if the claim for the premium has not been judicially enforced within three months of its due date.
- (2) If the premium has not yet been paid at the time of the insurance claim, the insurer is exempted from his payment obligation.

§ 39

- (1) If the first or one-off premium is not paid in time, the insurer can set a written payment deadline of 2 weeks for the policyholder at the latter's expense; for signing purposes a copy of the own signature is sufficient. The legal consequences associated with the expiry of the deadline in accordance with paragraphs 2, 3 must be pointed out. The setting of a deadline without observing these regulations is invalid.
 - (2) If the insurance claim occurs after the expiry of the deadline and the policyholder is in default with the payment of the premium or the owed interest or costs at the time of occurrence, the insurer is released from payment obligations.
 - (3) On expiry of the deadline, if the policyholder is default with the payment, the insurer can cancel the insurance policy without notice. Notice can be given at the time of setting the payment deadline in such a way that it becomes effective on expiry of the deadline if the policyholder is in default at this time; this must be expressly pointed out to the policyholder. The effects of the notice lapse if the policyholder within one month of the notice, or if the notice is associated with the payment deadline, within one month of expiry of the payment deadline, makes the payment, insofar as the insurance claim has not already arisen.
 - (4) If the legal consequences set out in paragraphs 2, 3 depend on whether interest or costs have been paid, they only come into force if the set deadline indicates the amount of the interest or the cost sum.
-

Additional Conditions for Group Accident Insurance

§ 1 Provisions for unnamed insurance

- (1) The persons to be insured must be named so that in the event of an insurance claim there can be no doubt that they belong to the insured group of persons
- (2) The policyholder must keep ordered personnel, salary or membership lists and at the request of the insurer must allow these to be examined by bodies appointed by the insurer.
- (3) At the end of the period of time for which the annual premium is proportionally paid, the insurer requests the policyholder to indicate the number of persons who were insured during this period. These details must be given by month and the highest number per month. Averaging is not permitted.
- (4) The premium is calculated on the basis of the determined headcount of insured persons. If too high or too low a premium has been paid for the elapsed period, the appropriate sum must be repaid by the insurer in the first case, and paid up by the policyholder in the second case.

- (5) If the policyholder does not provide the headcount details within one month of receipt of the request the insurer is entitled to demand the premium based on the last indicated maximum number of persons. However, the policyholder reserves the right to provide evidence of the correct number of persons during the new period.

If this number is less than that assumed at the time of calculation of the premium, the excess sum is repaid to the policyholder. If the number is higher the policyholder must pay the additional amount.

§ 2 Conditions for named insurance

- (1) Persons leaving the insurance must be unregistered and persons taking their place registered. They are considered as being insured as of despatch of the registration.
- (2) Not yet insured persons can be registered for insurance at any time if their job or occupation is the same as that of the already insured persons. They are considered as insured at the same premiums as these as of despatch of the registration.
- (3) Persons in other jobs or other occupations are only considered as insured after agreement of the insured sums and the premiums.
- (4) The insurer is entitled to decline the insurance of individuals without giving reasons. In the event of rejection the person involved leaves the insurance one month after the date of rejection. Only the portion relating to the actual period of insurance is payable as a premium for him/her.

§ 3 Duration of the policy (supplement to § 4 AUB 88)

- (1) The insurance policy ends if the company or association is dissolved.
- (2) The insurance cover of the individual insured persons ceases
 - a) if he/she leaves the employment of the policyholder or the association
 - b) if the insured person assumes a new occupation for which no accident insurance is envisaged
 - c) if as a result of an accident disability is established for the first time (§ 11 AUB 88) and the insurer has indicated by registered letter within one month of initial establishment of disability that the insurance cover will cease one month after receipt of the letter. If the insurer has not indicated this within one month the insurance cover remains in place.

Limitation of the insured sums

1. Air passenger risk

- 1.1 Insurance cover for air passenger risk (cf. § 2 I. (4) of the General Conditions of Insurance (AUB 88)) is provided per insured person in accordance with the agreed insured sums, but at most in accordance with the following insured sums:

EUR 1.000.000	in the event of death
EUR 2.000.000	in the event of disability (max. compensation in the case of 100% disability)
EUR 250	daily allowance
EUR 250	for hospital allowance/convalescence allowance
EUR 10.000	for treatment costs
EUR 50.000	for transition payment

- 1.2 If several persons insured by this group accident insurance are travelling in the same aircraft and the insured sums in accordance with this policy for these persons exceed in total

EUR 10.000.000	in the event of death
EUR 20.000.000	in the event of disability (max. compensation in the case of 100% disability)
EUR 2.500	daily allowance
EUR 2.500	for hospital allowance/convalescence allowance
EUR 100.000	for treatment costs
EUR 500.000	for transition payment

these sums are considered as maximum insured sums for the persons and the insured sums for each person are reduced accordingly.

2. In the case of all other accidents the following applies:

If several insured persons are affected by the same accident, the maximum payment by the insurer for all the insured persons is limited to:

EUR 10.000.000

Special conditions for the insurance of typical diving injuries as part of accident insurance

As a supplement to § 1 III of the General Conditions of Accident Insurance (AUB 88) we also offer insurance cover for typical diving injuries such as the bends or eardrum injuries, as well as for death by drowning or suffocation under water, even if no accident has occurred.

Special conditions for coinsurance of passive war risk in the accident insurance (SC war risk 92)

- (1) In amendment of § 2 I. (3) of the General Conditions of Accident Insurance (AUB 88) the insurance cover extends to accidents suffered by the insured person through war-related events without he/she belonging to the active participants in the war or civil war (passive war risk).
An active participant is also a person who supplies, transports or otherwise handles certain installations, equipment, devices, vehicles, weapons or other materials intended for waging war on behalf of a warring party.
Coinsured are accidents through terrorist attacks causally connected to a war or civil war which are carried out outside the territories of the warring parties.
- (2) The following are excluded from the insurance cover:
 - a) Accidents if the insured person travels to the war area after the outbreak of the war or civil war
 - b) Accidents if the insured person travels to the crisis area in anticipation of a possible outbreak of war in order to do his/her job (journalist, cameraman)
 - c) Accidents through ABC weapons (atomic, biological or chemical weapons)
 - d) Accidents in connection with a war or warlike situation between world powers (China, France, Great Britain, Japan, Russia, USA)
 - e) Accidents in connection with a war or civil war if the state in which the insured person is domiciled or normally resides is involved as a warring party or if the war is conducted on the territory of this state.
- (3) The insurance cover in accordance with these special conditions only applies for a duration of 7 days as of midnight of the day on which the hostilities broke out.

Special conditions for including infections in the accident insurance

For the accident insurance of doctors, dentists, dental technicians, naturopathists, healers and midwives, students of medicine, dentistry and medical personnel (nurses, orderlies):

Further to § 2 II (3) clause 1 and 2 General Accident Insurance Conditions (AUB 88) accidents also include infections arising while performing the insured occupation in the case of which it is clear from the case history, findings or nature of the illness that the pathogens must have entered the body through injury to the skin, whereby at least the outer layer of the skin must have been penetrated, or through the injection of infectious substances into the eye, mouth or nose. Being breathed on, sneezed on or coughed on do not constitute injection; being coughed on only if the through the coughing of a diphtheria patient infectious substance is hurled into the eye, mouth or nose.

For the accident insurance of veterinary surgeons and students of veterinary medicine

Further to § 2 II (3) clause 1 and 2 General Accident Insurance Conditions (AUB 88) accidents also include infections arising while performing the insured occupation in the case of which it is clear from the case history, findings or nature of the illness that the pathogens must have entered the body through injury to the skin, whereby at least the outer layer of the skin must have been penetrated, or through the injection of infectious substances into the eye, mouth or nose. Being breathed on, sneezed on or coughed on do not constitute injection.

For the accident insurance of chemists and disinfection personnel

Included in the insurance are all infections arising while performing the insured occupation in the case of which it is clear from the case history, findings or nature of the illness that the pathogens must have entered the body through injury to the skin, whereby at least the outer layer of the skin must have been penetrated, or through a sudden penetration of infectious substance into the eye, mouth or nose.

Excluded are gradually occurring harm (industrial illnesses) which are caused by the nature of the occupation, in particular through normal inhalation while working with chemicals.

In the event of the coinsurance of infectious illnesses in the insurance of disinfection personnel

If while carrying out his/her disinfection work with a patient suffering from an acute infectious illness (e.g. typhus, cholera, diphtheria, measles, smallpox, scarlet fever, meningitis) a disinfection operative contracts this illness within a medically recognised incubation period calculated from the date of disinfection, the consequences of this illness are covered in the same way as the consequences of an accident.

Special conditions for the inclusion of harm to health through X-ray and laser radiation in accident insurance

The provisions of § 2 II (1) of the General Accident Insurance Conditions (AUB 88) are amended with the proviso that harm to health through X-ray and laser radiation and artificially generated ultraviolet radiation, which constitutes an accident in accordance with § 1 III AUB 88, is insured. Excluded from the insurance cover is, for example, harm through X-ray and laser radiation resulting from the normal handling of X-ray and laser radiation, which is an occupational illness.

Conditions which only apply in the event of agreement:**Special conditions for accident insurance with progressive disability scale 225% - if agreed -**

§ 7 I. of the General Accident Insurance Conditions (AUB 88) is supplemented as follows
If in accordance with the assessment principles of numbers (2) and (3) an accident results in permanent impairment of physical or mental performance the following insured sums form the basis for calculating the disability payment:

- a) the disability sum set out on the insurance certificate for the portion of the degree of disability not exceeding 25 percent
- b) double the disability sum for the portion of the degree of disability exceeding 25 percent but not exceeding 50 percent
- c) triple the disability sum for the portion of the degree of disability exceeding 50 percent

Special conditions for accident insurance with progressive disability scale 300% - if agreed -

§ 7 I. of the General Accident Insurance Conditions (AUB 88) are supplemented as follows
If in accordance with the assessment principles of numbers (2) and (3) an accident results in permanent impairment of physical or mental performance the following insured sums form the basis for calculating the disability payment:

- a) the disability sum set out on the insurance certificate for the portion of the degree of disability not exceeding 25 percent
- b) triple the disability sum for the portion of the degree of disability exceeding 25 percent but not exceeding 50 percent
- c) four times the disability sum for the portion of the degree of disability exceeding 50 percent

Special conditions for accident insurance with progressive disability scale 350% - if agreed -

§ 7 I. of the General Accident Insurance Conditions (AUB 88) is supplemented as follows
If in accordance with the assessment principles of numbers (2) and (3) an accident results in permanent impairment of physical or mental performance the following insured sums form the basis for calculating the disability payment:

- a) the disability sum set out on the insurance certificate for the portion of the degree of disability not exceeding 25 percent
- b) triple the disability sum for the portion of the degree of disability exceeding 25 percent but not exceeding 50 percent
- c) five times the disability sum for the portion of the degree of disability exceeding 50 percent

Special conditions for accident insurance with progressive disability scale 500% - if agreed -

§ 7 I. of the General Accident Insurance Conditions (AUB 88) is supplemented as follows
If in accordance with the assessment principles of numbers (2) and (3) an accident results in permanent impairment of physical or mental performance the following insured sums form the basis for calculating the disability payment:

- a) the disability sum set out on the insurance certificate for the portion of the degree of disability not exceeding 25 percent
- b) five times the disability sum for the portion of the degree of disability exceeding 25 percent but not exceeding 50 percent
- c) seven times the disability sum for the portion of the degree of disability exceeding 50 percent

Special conditions for accident insurance with progressive disability scale 540% - if agreed -

§ 7 I. of the General Accident Insurance Conditions (AUB 88) is supplemented as follows
(1) If in accordance with the assessment principles of numbers (2) and (3) an accident results in permanent impairment of physical or mental performance the following insured sums form the basis for calculating the disability payment:

Degree of disability in %	Payment in % of the basic disability sum	Degree of disability in %	Payment in % of the basic disability sum
1 to 25	Basic	86	280
26	28	87	285
27	31	88	290
28	34	89	295
29	37	90	300
30 to 39	70	91	305
40 to 49	100	92	310
50 to 59	150	93	315
60 to 69	200	94	320
70 to 80	250	95	325
81	255	96	368
82	260	97	411
83	265	98	454
84	270	99	497
85	275	100	540

(2) Degrees of disability with a decimal point are rounded up to the next whole number.

(3) If illnesses or afflictions have affected the harm to health or the consequences thereof caused by an accident, the degree of disability is reduced by the degree of involvement of the illness or affliction accordingly if this amounts to at least 25%. § 8 AUB 88 does not apply to these progressive disability scales.

Special conditions additional payment in the event of a degree of disability over 70 percent/90 percent - if agreed -

§ 7 I. of the General Accident Insurance Conditions (AUB 88) is supplemented as follows

- (1) If in accordance with the assessment principles of numbers (2) and (3) an accident occurring before the age of 65 results in permanent impairment of physical or mental performance of
 - a) at least 70 percent, the insurer pays double the disability payment
 - b) at least 90 percent, the insurer pays triple the disability payment
- (2) The additional payment for each insured person is limited to a maximum of 200.000 EUR. If the insured person has other insurance policies with Generali Versicherungen AG this maximum amount applies to all the insurances together.

Special conditions additional payment in the event of a degree of disability over 90 percent - if agreed -

§ 7 I. of the General Accident Insurance Conditions (AUB 88) is supplemented as follows

Instruction Sheet for Data Processing

Preliminary Note

Nowadays insurance companies can only perform their tasks with the aid of electronic data processing (EDP). Contractual relations can only be dealt with in this manner in a swift and economical manner; in comparison with the previous manual procedure, EDP provides the insurance community with enhanced protection from unfair practices. The processing of your personal data transmitted to us is governed by the *Bundesdatenschutzgesetz* [Federal Data Protection Law (BDSG)]. Under this law, data processing and utilisation is permissible if permitted by the BDSG or any such other legal provision, or if the party concerned has granted his approval to this effect. The BDSG invariably allows data processing and utilisation if this is carried out within the purpose of a contractual relationship or of a confidential relationship similar to that of the contract, or, insofar as this is required for the observance of the justified interests of the controller of the file and if no grounds exist for assuming that the interests of the concerned parties which merit protection precede the exclusion of processing or utilisation.

Declaration of Consent

Independent of this consideration of interests which is to be performed in each individual case and with respect to a secure legal basis for data processing, a declaration of consent is included in your application in accordance with BDSG. This shall be effective beyond the termination of the insurance contract but shall already end upon declining the application or by virtue of your revocation which is possible at any time but is subject to the principles of loyalty and good faith. Should the declaration of consent be withdrawn wholly or in part on presenting the application, a conclusion of contract may possibly not be effected. In spite of revocation or a wholly and/or partly withdrawn declaration of consent, data processing or utilisation can follow within the limited legal framework, as specified above in the preliminary note.

I. Data storage through your insurer

We store data required for the insurance contract; namely, details mentioned in your application (application data). Furthermore, actuarial data on the contract, such as client reference number (partner reference number), insurance sum, insurance duration, premium, banking connection as well as, if required, the details of a third party e.g. of an agent or of an expert (contractual data). In the event of an event insured against, we store particulars provided by you on the damage and, if necessary, also particulars provided by third parties, such as opinions submitted by experts.

II. Data transmission to reinsurer

In the interests of his insured person, the insurer shall invariably consider an equalisation of the risks which he has assumed. Therefore, we cede part of the risks to a reinsurer at home and abroad in many cases. These reinsurers require pertaining actuarial details from us, such as insurance reference number, premium, type of insurance cover and risk and premium loading for abnormal risk and, in individual cases, also your personal data. Insofar as reinsurers are involved in risk and damage assessment, they shall also be provided with documents required for this purpose.

In some cases, reinsurers employ the services of further reinsurers whom they also provide with the necessary data.

III. Data transmission to other insurers

Under insurance contract law, upon submitting his application, upon every contractual alteration and upon every claim, the insured person must present to the insurer all circumstances required for the assessment of the risk and settlement of damage. Included in this are, for instance, events insured against or disclosures on similar other insurances (applied for, existing, refused or cancelled). In order to avoid insurance abuse, to clarify possible contradictions in insured person's statements or in order to close gaps in the statements provided on occurred damage, it may become necessary to ask other insurers for information or to provide respective information on request by others. Otherwise, an exchange of personal data among insurers may become necessary in individual cases (double insurance, transfer of a claim ipso jure, partition of loss agreement). In this process, data pertaining to the party concerned shall be transmitted, such as name and address, type of insurance cover and risk or particulars pertaining to damage, such as extent of damage or loss or date of damage or loss.

Example for property insurer:

Registration of damage and persons in the case of arson or if the contract is terminated upon suspicion of insurance abuse and certain loss amounts are reached.

Purpose:

Risk examination, claims investigation, prevention of further abuse.

IV. Central reference systems

When examining an application or loss, in order to assess the risk involved or to clarify the statement of affairs or in order to prevent insurance abuse, it may become necessary to address inquiries to the responsible trade association and/or to other insurers or to answer the respective inquiries of other insurers. For this purpose, trade associations have central reference systems.

The *Verband der Schadversicherer* [Association of Insurers against Loss or Damage] (union of previous associations: *Verband der Haftpflichtversicherer* [Association of Liability Insurers], *Unfallversicherer* [Accident Insurers], *Autoversicherer* [Motor Insurers] and *Rechtsschutzversicherer* [Legal Expenses Insurers] – HUK Association – *Verband der Sachversicherer* [Association of Property Insurers], *Deutscher Transport-Versicherungs-Verband* [German Transport Insurance Association]) also has such an information system.

Registration in this reference system and utilisation thereof is only possible for purposes which may be pursued by means of this system, namely, only insofar as certain prerequisites are given.

Example for property insurers:

Refusal of indemnification owing to intentional breach of warranty in the case of damage or loss.

Purpose:

Risk examination and detection of insurance abuse.

Data Protection Declaration of Consent in Applications for Insurance

"I consent that the insurer shall be entitled to disclose data obtained from the application documents or in performance of the insurance contract (premiums, insurance claims, change of risk/policy amendment) to the necessary extent to reinsurers for the purpose of risk assessment and handling reinsurance, and to other insurers. This consent shall apply irrespective of whether or not the policy comes into effect and shall also apply to the appropriate investigation of (insurance) contracts applied for with other parties or to future applications.

I further consent that the SITE oHG may record my general application, policy and other data in joint data records, and may pass on such information to the broker responsible for my policy, where this is required for the proper administration of my insurance affairs.

Medical data may be disclosed only to personal injury insurance companies and reinsurers; such data may be divulged to agents only if necessary for drawing up the contract.

I further consent, with no effect on the contract and subject to revocation at any time, that the agent shall also be entitled to use my general application, contract and performance data for the purpose of advising me in other financial matters.

This consent applies only provided that I have had a reasonable opportunity to familiarise myself with the contents of the information sheet."