

General Terms and Conditions of EAR Insurance (AMoB 2008)

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Section A

§ 1 Insured and non-insured property

1. Insured property

The insurance covers all supplies and services for the erection of the erection object designated in the insurance policy (constructions, machines, mechanical and electrical equipment and the corresponding spare parts) as soon as they have been unloaded within the insurance location.

2. Additionally insured items

Only if this is separately agreed in the insurance policy, the following shall be additionally insured:

- a) erection equipment; only if this is separately agreed and
 - aa) mobile cranes and vehicles of all kinds, and
 - bb) floating property;
- b) third party property which is not part of the object to be erected or the erection equipment.

3. Consequential losses

Losses in respect of oil or gas fillings for the purpose of insulation are only covered if they are the result of insured property damage to other parts of the insured property.

4. Non-insured property

The following property is excluded from cover:

- a) removable data carriers;
- b) auxiliary and working materials, consumables and work equipment;
- c) production materials;
- d) files, drawings and plans.

§ 2 Insured and non-insured risks and losses

1. Risks and losses covered

The insurer shall pay compensation for unforeseen damage or destruction of insured property (property damage) and for the loss of insured property.

Unforeseen losses are losses which the policyholder or the additionally insured companies or their representatives neither foresaw in time nor could have foreseen in time with the know-how necessary for the work carried out in the company, whereby only losses caused by gross negligence entitle the insurer to reduce his payment in proportion to the level of culpability.

2. Prototypes and erection equipment

Insofar as nothing else is agreed, the insurer shall pay compensation for losses in respect of

- a) supplies and services which the policyholder or an insured person carries out fully or partially for the first time, only where they have been caused by an outside influence;
- b) erection equipment designated in the insurance policy only where they have been caused by an accident. Operational failures are not accident losses.

3. Additionally insured risks and losses

Only if this is separately agreed, the insurer shall pay compensation for damage and losses due to

- a) civil commotion;
- b) strike or lockout;
- c) radioactive isotopes present or used in the company's operations.

4. Non-insured risks and losses

- a) The insurer shall not pay compensation for defects in the insured supplies and services and other insured property.
- b) Notwithstanding contributory causes, the insurer shall not pay compensation for
 - aa) losses caused intentionally by the policyholder, the additionally insured companies or their representatives;

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- bb) damage or loss due to the normal weathering which can be expected due to the season and the local conditions; compensation shall, however, be paid if the weathering damage or loss occurred due to another indemnifiable loss;
- cc) losses caused by normal or premature operations-related wear and tear or ageing;
- dd) losses which are only detected in the course of an inventory check;
- ee) losses which occur later than one month after the start of the first trial run and which are related to a trial run;
- ff) losses due to the deployment of property whose defectiveness must have been known to the policyholder or its representatives; the insurer shall, however, pay compensation if the loss was not caused by the defectiveness or if the property had at least been provisionally repaired with the consent of the insurer at the time of the loss;
- gg) losses due to defects which were already present when the insurance policy was concluded and which must have been known to the policyholder or his representatives;
- hh) losses due to confiscation or other sovereign interventions;
- ii) losses due to war, warlike events, civil war, revolution, rebellion or uprising;
- jj) losses due to nuclear energy, nuclear radiation or radioactive substances.

§3 Interruption of erection work

1. If the erection work or the trial run is interrupted, the insurance cover can be suspended or restricted on application.
2. If the insurance cover is restricted, during the period of the restriction the insurance shall only cover losses which are not related to erection work or a trial run.
3. Suspension and restriction of the insurance cover shall end at the time agreed or when the erection work or trial run is fully or partially resumed and the policyholder has notified the insurer accordingly.

§ 4 Insured interests

1. The insurance covers the interest of all companies involved in the contract with the client, including the subcontractors, with their respective supplies and services, insofar as nothing to the contrary is agreed.
2. Subcontractors are contractors which the policyholder uses to fulfil his obligations to his client.
3. The insurer shall not pay compensation if compensation can be claimed under another insurance policy of the policyholder or an insured person.

§ 5 Insurance location

Insurance cover is only provided within the insurance location. The spatial areas specified in the insurance policy are deemed to be the insurance location.

Where agreed, cover shall also be provided on the transport routes between the spatial areas specified in the insurance policy.

§ 6 Value insured; sum insured; underinsurance

1. Value insured

- a) The value insured for the object to be erected is deemed to be the final contract price including freight, assembly and customs costs, profit as well as supplies or services subject to the contract with the client, and will correspond to at least the incurred costs of the contractor.
- b) The value insured for the erection equipment is the reinstatement value of all insured property used in the course of the erection work including freight and assembly costs. The reinstatement value is the amount necessary to re-procure property of the same type and quality in "as new" condition or to produce such property anew; the lower amount shall apply.

- c) If the policyholder is not entitled to deduct input tax, the value-added tax must be included.

2. Sum insured

The sum insured is the amount which was agreed individually between the insurer and the policyholder and which should correspond to the value insured.

At the inception of the insurance cover, a provisional sum insured for the insured supplies and services amounting to the expected value insured shall be agreed.

At the end of the insurance cover the sum insured shall be definitively established on the basis of any changes which have occurred. For this purpose, original documents must be submitted to the insurer, e.g. the final invoice.

The final sum insured must correspond to the value insured.

3. Underinsurance

Underinsurance applies when

- a) the sum insured for supplies and services was not formed to the full extent without the consent of the insurer;
- b) the insured value of further insured property is higher than the sum insured at the time of the occurrence of the insured event.

§ 7 Insured and non-insured costs

1. Loss prevention and minimisation costs

- a) The insurance covers the cost of measures, including unsuccessful measures, which the policyholder deems necessary according to the circumstances on occurrence of the insured event to prevent or minimise the loss, or which he undertakes on the instructions of the insurer.
- b) Compensation for such costs and for insured property together shall amount to the sum insured per agreed item at most; this does not apply, however, insofar as costs were incurred on the instructions of the insurer.
- c) The insurance does not cover outlays for services of the fire brigade or other institutions obliged to provide aid in the public interest if these services are rendered in the public interest.
- d) Upon the policyholder's request, the insurer shall pay the amount necessary for such outlays in advance.

2. Costs of restoring data

- a) The insurance covers the cost of restoring data of the operating system which are necessary for the basic function of the insured property insofar as the loss, alteration or non-availability of the data is due to an insured loss in respect of the data carrier on which these data were stored.
- b) Other data are only insured subject to a separate agreement.
- c) The reimbursement of these outlays and the compensation for the insured property together shall amount to a maximum of the sum insured per agreed item.

3. Additional costs

Where agreed, in addition to the cost of restoration the costs cited below are also covered up to the amount of the sum insured agreed for them on a first-loss basis. Any such sum insured agreed shall not be reduced due to compensation being paid.

- a) additional costs for air freight;
- b) additional costs for earth and construction works to rectify an indemnifiable loss in respect of the insured erection object; the insurance does not, however, cover the costs of locating damaged areas or of consequential losses;
- c) clean-up costs up to 2 percent of the sum insured of the erection object;

These are the costs incurred as a result of an insured event in order to clear rubble or to return the insurance location to a condition which allows the restoration;
- d) recovery costs up to 2 percent of the sum insured of the erection object;

These are the costs incurred as a result of an insured event in order to allow the repair of the damaged insured property.

§ 8 Extent of compensation

1. Restoration costs

In the event of a loss, a distinction is made whether it is a partial loss or a total loss.

It is deemed to be a partial loss when the restoration costs plus the value of the old material are not higher than the current market value of the insured property immediately before the occurrence of the insured event. If the restoration costs are higher, the loss is deemed to be a total loss.

The current market value is based on the reinstatement value minus a certain amount for age, wear and tear and technical condition.

2. Restoration

Compensation shall be paid for all necessary expenditure for the restoration of the condition immediately before the insured event minus the value of the old material.

- a) The compensation shall be based in terms of type and amount only on costs which are taken into consideration in the sum insured.
- b) If the repair increases the current market value of an insured item or a part thereof, the added value shall be deducted from the restoration costs to be compensated.
- c) Only to the extent that this is separately agreed, the insurance shall cover the additional costs for
 - aa) overtime, Sunday, public holiday and night work;
 - bb) urgent and express freights.
- d) The insurer shall not pay compensation for
 - aa) costs which would have been incurred regardless of the insured event, in particular for the rectification of a defect in the insured property;
 - bb) additional costs which are incurred because the insured property is altered in the course of an insured event;
 - cc) additional costs incurred through provisional or temporary restoration;
 - dd) financial losses.

3. Total loss

The compensation covers the current market value minus the value of the old material.

4. Further costs

Further costs incurred as a result of an insured loss in excess of the restoration costs shall be reimbursed by the insurer within the limits of the sums insured agreed for this purpose.

5. Limit of indemnity

The limit of compensation is the part of the sum insured attributable to the property concerned.

6. Calculation of compensation in the case of underinsurance

In the case of underinsurance, only the part of the amount calculated in line with nos 1 to 4 shall be covered which bears the same proportion to the overall amount as the sum insured to the value insured. This does not apply to sums insured on a first-loss basis.

7. Calculation of compensation in the event of gross negligence

If the policyholder or his representatives caused the loss by gross negligence, the compensation shall be reduced in proportion to the degree of negligence.

8. Deductible

The amount calculated according to No. 1-7 shall be reduced per insured event by the agreed deductible.

Where several losses occur, the deductible shall be applied to each loss individually.

In the case of losses due to theft, the deductible shall amount to 25 %, but at least EUR 500.

§ 9 Payment of compensation and interest

1. Due date of compensation payment

Compensation shall fall due for payment when the insurer has completed its assessment of the claim on the merits and in terms of the amount.

Der zweite Absatz fehlte in der Übersetzung !!!

2. Interest

Insofar as there are no further legal obligations to pay interest, interest payable on compensation shall be as follows:

- a) If it is not paid within a month of the loss advice, the compensation shall be subject to interest as from its due date;
- b) the interest rate is 4 percent;
- c) Interest shall be payable together with the compensation payment.

3. Suspension

In the calculation of the periods pursuant to Nos. 1 and 2 a), periods shall not be taken into consideration in which compensation cannot be determined or paid due to a fault on the part of the policyholder.

4. Deferment of payment

The insurer may postpone payment for as long as

- a) there is any doubt regarding the policyholder's eligibility to receive payment;
- b) official or criminal proceedings are still running against the policyholder or his representatives in connection with this insurance claim.

5. Assignment of the compensation claim

The compensation claim can be assigned before the due date only with the consent of the insurer. This consent must be granted if the policyholder requests it for an important reason.

§ 10 Expert assessment procedures

1. Ascertainment of the claim amount

Following the occurrence of an insured event, the policyholder may demand that the loss be ascertained by expert assessment.

This type of expert assessment procedure can also be agreed jointly between the insurer and policyholder.

2. Further findings

The expert assessment procedure can also be extended by agreement to other assessments regarding the insurance claim.

3. Procedure prior to appraisal

The following shall apply to the expert assessment procedure:

- a) Each party shall nominate an expert in the form of text. A party which has nominated its expert can request the other party, in the form of text and stating the name of its own expert, to nominate the second expert. If the second expert is not nominated within two weeks of receipt of the request, the requesting party can have such an expert nominated by the local court with jurisdiction over the loss location. In the insurer's request the policyholder must be informed of this consequence.
- b) The insurer shall not nominate any persons as such experts who are competitors of the policyholder or who have regular business contacts with the policyholder, or any persons who are employed by competitors or business partners or who have a similar relationship with them.
- c) Before starting their assessments, the two experts shall nominate in the form of text a third expert to serve as arbitrator. The provision according to b) shall apply analogously to the nomination of an arbitrator by the experts. If the experts fail to agree, the arbitrator shall be appointed upon application of one of the parties to the local court with jurisdiction for the loss location.

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4. Appraisal

The appraisals of the experts must include

- a) the established or suspected causes and the point in time since when the property damage would have been recognisable by the policyholder at the earliest according to the accepted technological rules;
- b) the extent of the damage and destruction, in particular
 - aa) a list of the lost, destroyed and damaged insured items with their values directly before the loss and their reinstatement values at the time of the loss;
 - bb) the costs necessary for replacement or restoration to the condition before occurrence of the loss;
 - cc) the residual values of the items affected by the loss;
- c) the costs insured pursuant to the insurance policy.

5. Procedure subsequent to appraisal

The expert shall report his findings to both parties simultaneously. If the ascertainties of the experts deviate from each other, the insurer shall immediately pass them on to the arbitrator. The latter shall decide on the points which remain in dispute within the boundaries drawn by the ascertainties of the experts and notify both parties simultaneously of his decision.

The findings of the experts or the arbitrator shall be binding on all parties unless it can be proven that they obviously deviate substantially from the facts of the case. The insurer shall calculate the compensation on the basis of these binding ascertainties.

In the case of non-binding conclusions, these shall be decided by the court. This also applies if the experts are not able or willing to make the ascertainties or if they delay them.

6. Costs

Unless otherwise agreed, each party shall bear the costs of its own expert. The cost of the arbitrator shall be split equally between the parties.

7. Obligations

The obligations of the policyholder shall not be affected by the expert assessment procedure.

Section B

§ 1 Precontractual duties of disclosure of the policyholder or his representative

Prior to the submission of his policy declaration, the policyholder is obliged to notify the insurer of all material facts which the insurer has requested in the form of text and which are important for the decision taken by the insurer to conclude the policy with the agreed content. The policyholder is also obliged to disclose information if the insurer asks questions in the form of text in the sense of the preceding sentence 1 after the policyholder's policy declaration but before the insurer's acceptance of the policy.

If the policyholder breaches his duty of disclosure as per paragraph 1, the insurer may rescind, terminate or amend the policy pursuant to §§ 19-21 VVG (German Insurance Contract Law). The insurer may even be exempted from liability pursuant to § 21 section 2 VVG.

If the policy is concluded by a representative of the policyholder, pursuant to § 20 VVG the knowledge and fraudulent intent of the representative and the knowledge and fraudulent intent of the policyholder shall both be taken into consideration.

The right of the insurer to contest the policy due to fraudulent misrepresentation pursuant to § 22 VVG shall remain unaffected.

§ 2 Start of insurance cover; due date; consequences of delayed payment or non-payment of the first or one-off premium, premium calculation

1. Inception of insurance cover

The insurance cover shall commence subject to the proviso in No. 3 below at the time specified in the insurance certificate.

2. Due date of the first or single premium

The first or single premium must - notwithstanding the existence of a right of revocation - be paid immediately after the date of the commencement of insurance cover agreed and specified in the insurance certificate.

If the agreed date of the commencement of insurance cover is before the conclusion of the policy, the first or single premium shall be due immediately after conclusion of the policy.

If the policyholder does not pay immediately after the point in time mentioned in sentence 1 or 2 above, insurance cover shall not begin until payment has been effected.

If the insurance certificate deviates from the policyholder's application or from the agreements made, the first or single premium must be paid at the earliest one month after receipt of the insurance certificate.

Where premium payment in instalments is agreed, the first instalment shall be deemed to be the first premium.

3. Consequences of delayed payment or non-payment of the first or single premium

If the first or single premium is not paid by the due date as per no. 2 above, pursuant to § 37 VVG the insurer shall be entitled to withdraw from the policy or even be free from liability.

4. Premium calculation

The premium is first calculated on the basis of the provisional sums insured and, at the end of the insurance cover, on the basis of the final sums insured. Any difference must subsequently be paid or refunded.

§ 3 End of the policy; end of insurance cover

1. End of the policy

The policy ends with the end of insurance cover.

2. End of insurance cover

The insurance cover ends

- a) when the erection object has been inspected and accepted or
- b) when erection work is complete and the policyholder has notified the insurer that the insured interest has lapsed,

which ever comes first.

Insofar as several parts of the facility are insured as independent erection objects, the insurance cover shall end for each of these parts as soon as the conditions as per a) or b) above have been fulfilled.

The insurance cover shall end at the time stated in the insurance certificate at the latest. Before the end of the insurance cover, the policyholder may apply for a prolongation of insurance cover.

§ 4 Renewal premium

A renewal premium shall fall due for payment at the agreed time of the respective insurance period. Payment shall be deemed to have been made on time if it is effected within the period specified in the insurance certificate or in the premium invoice. The consequences of failure to pay in time are governed by § 38 VVG.

If the policyholder fails to pay a renewal payment on time, the insurer shall be entitled to demand compensation for any loss incurred by the insurer due to default.

§ 5 Direct debit procedure

1. Obligations of the policyholder

If premium collection by direct debit has been arranged, the policyholder shall ensure that there is adequate cover on the account on the date when the premium falls due.

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2. Changes in the method of payment

If the policyholder is responsible for the fact that one or more premiums could not be debited despite repeated attempts, the insurer shall be entitled to terminate the direct debit arrangement in the form of text.

The insurer shall duly inform the policyholder in the notice of cancellation of his obligation to transfer the outstanding premium and all future premiums.

Processing fees charged by the bank for failed direct debits may be charged to the policyholder.

§ 6 Payment by instalments

Where payment by instalments has been agreed, the outstanding instalments are deemed to be deferred up to the agreed date for payment.

The deferred instalments of the current insurance period shall fall due for payment immediately if the policyholder should default on an instalment in full or in part, or if a compensation payment falls due.

§ 7 Premium in the event of early termination of the policy

If the insurance policy ends before the end of the insurance period, or is suspended retrospectively after starting, or declared invalid from the start due to fraudulent misrepresentation, the insurer is entitled to the premium or transaction fee pursuant to §§ 39 and 80 VVG.

§ 8 Obligations of the policyholder

1. Obligations prior to the occurrence of an insured event

- a) The policyholder must observe all contractually agreed obligations before the occurrence of an insured event.
- b) If the policyholder infringes upon any of the obligations mentioned, the insurer shall be entitled to terminate the policy pursuant to § 28 VVG. Cancellation by the insurer shall become effective immediately upon receipt of notice.

2. Obligations subsequent to the occurrence of an insured event

- a) In the event of the occurrence of a loss the policyholder shall
 - aa) do everything possible to prevent and minimise the extent of the loss;
 - bb) notify the insurer of the occurrence of the loss as soon as he becomes aware of it, in person or by telephone as necessary;
 - cc) seek instructions from the insurer on prevention or minimisation of damages, in person or by telephone as necessary, insofar as the circumstances allow this;
 - dd) observe the insurer's instructions on prevention and/or minimisation of the loss within reason; should several insurers participating in the insurance policy issue differing instructions, the policyholder shall act at his own discretion in accordance with his obligations ;
 - ee) report losses due to criminal acts against property to the police immediately ;
 - ff) submit a list of the lost items to the insurer and the police without delay;
 - gg) preserve the scene of the loss until the area of the loss or the damaged items have been released by the insurer; if alterations are unavoidable, the scene of the loss must be clearly documented (e.g. by photos) and the damaged items kept until inspection by the insurer;
 - hh) as far as possible, immediately give the insurer any information - on request in written form - necessary to establish the insured event or the extent of the insurer's liability, and to allow any investigations into the cause and amount of the loss and the extent of the insurer's liability;
 - ii) provide the insurer with any documentation it requests which he can reasonably be expected to procure.
- b) If a third party is entitled to the contractual benefits of the insurer, such a third party must also observe the obligations specified under 2 a) as far as he can under the actual and legal circumstances.

3. Insurer's release from its obligation to pay in the event of a breach of obligations

If the policyholder infringes upon an obligation as specified under 1 or 2 above, the insurer shall be exempt from liability in accordance with §§ 28 and 82 VVG.

Except in the case of a fraudulent infringement of an obligation, the insurer is liable to pay insofar as the infringement of the obligation was neither the cause of the occurrence or the establishment of the insured event nor of the establishment or the extent of the insurer's liability to pay.

§ 9 Increase in risk

Having submitted his policy declaration, the policyholder may not increase the risk or have the risk increased by a third party without the prior consent of the insurer.

The policyholder shall immediately inform the insurer of any increase in risk of which he becomes aware, even if the increase is not of his volition. Otherwise §§ 23 to 27 VVG shall apply; accordingly, the insurer may be entitled to terminate or amend the policy or may even be exempt from liability.

§ 10 Overinsurance

1. If the sum insured substantially exceeds the value of the insured interest, both the insurer and the policyholder may demand a reduction of the sum insured and the premium pursuant to § 74 VVG.
2. Where the policyholder concluded the overinsurance with the intention of thus gaining an illegal financial advantage, the policy shall be invalid. The insurer is entitled to the premium until the point in time when it learns of the circumstances on which the invalidity is based.

§ 11 Multiple insurers

1. Duty of disclosure

Anyone who insures an interest against the same risk with a number of insurers is obliged to notify the insurer immediately of the other insurance policy. The other insurers and the sums insured must be stated in the notification.

2. Legal consequences of any breach of the duty of disclosure

Should the policyholder be in breach of his notification obligation (see no. 1), the insurer shall have the right to cancel the policy or even be exempt from liability pursuant to § 28 VVG. Any termination on the part of the insurer shall become effective upon receipt.

The insurer shall not be exempt from liability if it becomes aware of the other insurance policy before the insured event occurs.

Except in the case of a fraudulent breach of an obligation, the insurer shall be liable to pay insofar as the breach of the obligation was neither the cause of the occurrence or the establishment of the insured event nor of the establishment or extent of the insurer's liability.

3. Liability and compensation in the event of multiple insurance

- a) If an interest is insured with multiple insurers against the same risk, and the sums insured together exceed the insurable value or if, for any other reason, the sum of compensation which would have to be paid by each insurer if the other insurance policy did not exist exceeds the total loss, this constitutes a multiple insurance policy.
- b) The insurers are jointly and severally liable in such a way that each must pay the amount for which it is liable under its policy; the policyholder cannot, however, demand in total any more than the amount of the loss he has incurred. Sentence 1 shall apply analogously if the policies are with the same insurer.

If the policyholder or the insured person receives compensation from other insurance policies for the same loss, then the entitlement arising from this policy shall be reduced in such a way that the compensation from all policies together is no higher than if the total amount of the sums insured on the basis of which the premiums were calculated were covered only by this policy. Where compensation limits are agreed, the entitlement shall be reduced in such a way that the compensation from all policies together shall be no higher than if the total amount of the sums insured had been covered by this policy.

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- c) If the policyholder has concluded multiple insurance with the intention of gaining an illegal financial advantage, any policy concluded with this intention shall be invalid.

The insurer is entitled to the premium due up to the time when he gains knowledge of the circumstances which render the policy invalid.

4. Elimination of multiple insurance

At the policyholder's request, multiple insurance can be eliminated pursuant to § 79 VVG through suspension or through reduction of the sum insured of the policy which was concluded later.

The suspension of the policy or the reduction of the sum insured and adjustment of the premium shall become effective as of the time when the insurer receives the declaration.

§ 12 Insurance for third party account

1. Rights arising from the policy

The policyholder may conclude the policy in his own name in the interest of a third party (insured person). Only the policyholder is entitled to exercise the rights arising from this policy, not the insured person as well. This applies even if the insured person holds the insurance certificate.

2. Payment of compensation

Before paying out compensation to the policyholder the insurer may demand proof that the insured person has agreed to this. The insured person can only demand payment of the compensation with the policyholder's consent.

3. Knowledge and conduct

Insofar as the knowledge and conduct of the policyholder are of legal relevance, the knowledge and the conduct of the insured person must also be considered in the case of insurance on behalf of a third party. Insofar as the policy covers interests of the policyholder and the insured person, the policyholder must only let his interest be affected by the insured person's conduct and knowledge if the insured person is a representative of the policyholder. Otherwise, § 47 VVG shall apply.

§ 13 Assignment of claims

1. Assignment of claims

If the policyholder has a claim for compensation against a third party, this claim shall be transferred to the insurer insofar as the insurer indemnifies the loss. The claim may not be assigned to the detriment of the policyholder. Should the policyholder's claim to compensation be directed at a person with whom he/she was cohabiting when the loss occurred, no assignment may be enforced unless such person deliberately caused the loss.

2. Obligations to secure compensation claims

The policyholder shall protect his compensation claim or any right serving to secure this claim in compliance with the applicable requirements of form and deadlines and, after the assignment of the compensation claim to the insurer, cooperate as far as necessary in the assertion of the claim by the insurer.

Should the policyholder infringe upon this obligation, the insurer shall be exempt from liability in accordance with § 86 para. 2 VVG.

§ 14 Right of cancellation after an insured event

1. Right of cancellation

After the occurrence of an insured event, either of the contracting parties can terminate the insurance policy. Notice of cancellation shall be made in writing. It must reach the other party at the latest one month after payment of compensation or rejection of the claim.

2. Cancellation by the policyholder

If the policyholder terminates the policy, such termination shall become effective immediately upon receipt of notice by the insurer. The policyholder may, however, stipulate that the termination become effective at a later date, but at the end of the current insurance period at the latest.

3. Cancellation by the insurer

Termination by the insurer shall take effect one month after receipt of notice of termination by the policyholder.

§ 15 No obligation to perform for special reasons

The insurer shall be exempt from liability if the policyholder fraudulently misrepresents or tries to fraudulently misrepresent facts of relevance to the reasons for or the amount of the compensation.

If the fraudulent misrepresentation or attempted fraudulent misrepresentation is established through the policyholder being finally sentenced for fraud or attempted fraud, the conditions of sentence 1 shall be deemed to be proven.

§ 16 Notifications; declarations of intent; changes of address

1. Form

Insofar as the law does not require the written form, and insofar as this agreement does not specify otherwise, declarations and notices regarding this policy which are intended for the insurer and are submitted directly to the insurer shall be submitted in the form of text.

Declarations and notices should be addressed to the head office of the insurer or to the office designated as responsible in the insurance certificate or its addenda. The legal provisions on the receipt of declarations and notices shall remain unaffected.

2. Failure to provide notification of an address or name change

If the policyholder fails to notify the insurer of a change in his address or name, § 13 VVG shall apply.

§ 17 Authorisation of the insurance agent

1. Declarations of the policyholder

The insurance agent shall be regarded as authorised to accept declarations made by the policyholder with regard to

- the conclusion or revocation of an insurance policy;
- an existing insurance policy including its termination;
- notification and information obligations prior to conclusion of the policy and during the term of the policy.

2. Declarations of the insurer

The insurance agent is deemed to be authorised to issue the policyholder with insurance certificates or their addenda made out by the insurer.

3. Payments to the insurance agent

The insurance agent is deemed to be authorised to accept payments made to him by the policyholder in connection with the brokerage or the conclusion of an insurance policy. The policyholder must only let a restriction of this authorisation apply to him if he knew of the restriction when making the payment or did not know of it through gross negligence.

§ 18 Statutory limitation

Claims arising from the policy are subject to a limitation period of three years. The statutory limitation period begins at the end of the year when the claim occurred and the creditor became aware of the circumstances on which the claim is based and of the identity of the debtor or should have become aware thereof barring gross negligence.

If the insurer has received notification of a claim under the insurance policy, the statutory limitation period shall not include the period between such notification and the claimant's receipt of the insurer's decision in the form of text.

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§ 19 Court of jurisdiction

For lawsuits arising from the insurance policy, the domestic courts shall have jurisdiction pursuant to §§ 13, 17, 21, 29 ZPO (German Code of Civil Procedure) and § 215 VVG.

§ 20 Applicable law

This policy is governed by German law.