

This document is an unofficial translation of the General and Special Terms and Conditions for the PHÖNIX Personal Liability Insurance – Exclusive and Premium.

Responsible underwriting agent: PHÖNIX Schutzgemeinschaft Assekurateur GmbH, Hamburg

Responsible insurer: INTER Allgemeine Versicherung AG, Mannheim

This translation is provided **for informational purposes only**.

It does not claim to be complete or accurate, and no entitlement to insurance benefits arises from it.

The basis for insurance coverage is the original German-language insurance terms and conditions, the application, and the insurance policy.

Verbal agreements are not valid.

This document is for your information only and provides a brief overview of the key contents of your insurance policy.

The complete information can be found in your contract documents (insurance application, policy certificate, and terms and conditions). To ensure you are fully informed, please read all documents carefully.

What type of insurance is this?

We offer you a personal liability insurance policy. This protects you against financial risks associated with third-party claims for damages for which you are responsible.

What is insured?

- The purpose of personal liability insurance is to examine liability claims made against you, to settle justified claims, and to defend against unjustified ones.
- Personal liability insurance covers the essential liability risks of your private life, including for example:
- Damages caused by you as a participant in road traffic as a pedestrian or cyclist
- Damages caused by you while engaging in sports
- Damages caused by your small, tame pets
- Damages as the owner of apartments or a self-occupied single-family house – including as a tenant
- Your insurance coverage may also extend to other individuals, such as your spouse or partner and your children.

What is the insured sum?

- The amount of the agreed insured sums can be found in your application or in your insurance policy.

What is not insured?

- Certain risks are not covered by this insurance. Separate coverage is required for these. Examples include:
- Professional activities
- Operating motor vehicles
- Keeping dogs and horses
- Additionally, we only provide compensation up to the agreed insured sums.
If you have agreed to a deductible, this will be taken into account in each claim.

Are there coverage limitations?

- We cannot insure every conceivable dispute. Otherwise, we would have to charge a significantly higher premium.
Therefore, some cases are excluded from coverage, such as damages:
- resulting from intentional acts
- to property or financial losses between co-insured persons
- caused by the use of motor vehicles or aircraft that require insurance

Where am I insured?

- Personal liability insurance applies worldwide. Even if you cause a liability-related loss during a temporary stay abroad (e.g. vacation, student exchange), you are covered.

What are my obligations?

You have the following responsibilities, for example:

- Please provide truthful and complete information in your insurance application.
- Inform us if and how the insured risk has changed, such as a change in marital status, acquiring a dog or horse, or building a house.
- You may be asked by us to eliminate specific hazardous conditions.
- Report any claim to us immediately, even if no compensation claims have yet been made against you.
- You are obliged to prevent or minimize the damage as much as possible and to support us in assessing and settling the claim by providing truthful damage reports.

- **When and how do I pay?**

You must pay the first or one-time premium no later than two weeks after receiving the insurance policy.

The due dates for subsequent payments are specified in your policy document. Depending on the agreement, payments may be made monthly, quarterly, semi-annually, or annually.

You can transfer the premium to us or authorize us to debit it from your account.

- **When does coverage begin and end?**

Insurance coverage begins at the time stated in the policy document, provided you have paid the initial premium.

Otherwise, coverage starts upon payment.

If your contract has a minimum term of one year, it will automatically renew for one year at a time unless you or we terminate it.

- **How can I cancel the contract?**

You or we may cancel the contract at the end of the agreed term (notice must be given at least three months in advance).

You or we may also cancel the contract after a claim or if the insured risk permanently ceases to exist – for example, due to relocation abroad. In such cases, the contract ends before the originally agreed term.

1. Identity and Legal Address

1.1. Insurer:

INTER Allgemeine Versicherung AG

Erzbergerstr. 9–15

68165 Mannheim

Phone: +49 621 427 427

Fax: +49 621 427 944

Email: info@inter.de

Commercial Register: HRB 3181 at the District Court of Mannheim

VAT ID: DE167724887

Insurance Tax Number: 9116 / 801 / 00111

Executive Board: Roberto Svenda (Spokesperson), Dr. Sven Koryciorz, Michael Schillinger

Supervisory Board: Peter Thomas (Chairman)

1.2. Managing General Agent (Assekurateur):

PHÖNIX Schutzgemeinschaft Assekurateur GmbH

Glockengießerwall 2, 20095 Hamburg

Phone: +49 40 299 9400

Email: info@phoenix-versichert.de

Commercial Register: HRB 40179 at the District Court of Hamburg

VAT ID: DE167724887

Tax Number: 48 / 75003807

Managing Directors: Oliver Drewes, Frank Löffler

2. Main Business Activity of the Insurer / Name and Address of the Supervisory Authority

As a private insurance company, the main business activities include property insurance, liability insurance, accident insurance, and technical insurance. The supervisory authority is the Federal Financial Supervisory Authority (BaFin), Graurheindorfer Str. 108, 53117 Bonn, Germany.

3. Key Features of the Insurance Coverage

The insurance relationship is governed by the laws of the Federal Republic of Germany.

The mutual rights and obligations are defined by the submitted application and the applicable terms and conditions for the PHÖNIX personal liability insurance, as well as any special conditions, risk descriptions, clauses, blanket declarations, and security guidelines, along with statutory provisions. These documents also contain information about the type, scope, due date, and fulfillment of the insurance benefits.

4. Premium Payment

The principles of premium payment are described in the General Terms and Conditions for Liability Insurance. If a SEPA direct debit mandate is issued, payment can be made annually, semi-annually, quarterly, or monthly. Without a SEPA mandate, only annual payment is possible (self-payment).

The minimum premium plus insurance tax is:

- €30 for semi-annual payment
- €15 for quarterly payment
- €5 for monthly payment

5. SEPA Direct Debit Mandate

If a SEPA direct debit mandate is issued, the following applies:

You authorize us to collect the insurance premiums from the account you specify via direct debit. This authorization is revocable. If the account lacks sufficient funds, the bank is not obligated to honor the debit. Costs arising from objections to a legitimate debit or returned payments due to insufficient funds are your responsibility. You may request a refund of the debited amount within eight weeks from the debit date. The conditions agreed with your bank apply.

6. Formation of the Contract / Start of Insurance Coverage

The contract is concluded when the policy is received by the policyholder. Insurance coverage begins at the time stated in the policy, provided the first or one-time premium is paid promptly after the withdrawal period ends. In the case of direct debit, payment is considered timely if we are able to collect the premium on the specified date and no objection to the debit is made.

7. Validity Period of the Offer

Offers are binding for four weeks from the date of issue, unless a legal provision requires a change or an event (as per the application questions) necessitates a new application review.

8. Contract Duration

Please refer to the application form for details on the duration of your insurance contract. The desired contract term is recorded there and also printed on the policy document.

9. Contractual Termination Options

If the contract duration is at least one year, it will automatically renew for one year unless you or we receive a notice of termination at least one month before the end of the insurance year. If the contract duration is three years or more, you may terminate the contract at the end of the third year or any subsequent year with one month's notice. If the contract duration is less than one year or has a fixed end date from the outset, it will end automatically at the agreed time without requiring termination. Additionally, termination rights exist in the following cases:

- By the insurer or the policyholder after a claim
- By the insurer in case of non-payment of subsequent premiums
Details can be found in the General Terms and Conditions for Liability Insurance.
Statutory termination rights remain unaffected.

10. Applicable Law

German law applies to your insurance contract.

11. Applicable Language

The terms and conditions, all other contractual provisions, and this consumer information are provided in German. Communication during the term of the contract will also be conducted in German.

12. Reference to Framework Agreement for Special Legal Protection Insurance for Compensation Claims

INTER Allgemeine Versicherung AG has concluded a framework agreement with ARAG SE for special legal protection insurance for compensation claims on behalf of the insured persons under the personal liability insurance. The premium for this special legal protection insurance is included in the premium for the personal liability insurance. If the personal liability insurance ends, coverage under the special legal protection insurance also ends.

a) Policyholder:

INTER Allgemeine Versicherung AG

b) Insured Persons:

The insured persons are the respective policyholders and the insured individuals under a personal liability insurance policy arranged through PHÖNIX Schutzgemeinschaft.

c) Insurer:

ARAG SE

ARAG Platz 1

40472 Düsseldorf

Phone: +49 211 987 007 00

Fax: +49 211 963 2850

Email: service@arag.de

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III. Consequences of Breaching the Legal Duty of Disclosure

To properly assess your insurance application, it is essential that you answer all questions truthfully and completely. You must also disclose circumstances that you may consider insignificant.

If you prefer not to disclose certain information to the insurance intermediary, you must promptly and directly submit it in writing to:

PHÖNIX Schutzgemeinschaft Assekuradeur GmbH, Glockengießerwall 2, 20095 Hamburg

Please note that providing incorrect or incomplete information may jeopardize your insurance coverage. Further details on the consequences of breaching the duty of disclosure are outlined below.

What pre-contractual disclosure obligations exist?

Until you submit your contractual declaration, you are obligated to disclose all known risk-relevant circumstances truthfully and completely, as requested by us in writing. If we ask about risk-relevant circumstances in writing after your contractual declaration but before acceptance of the contract, you are also obligated to disclose them.

What are the consequences of breaching the pre-contractual duty of disclosure?

1. Withdrawal and Loss of Coverage

If you breach the pre-contractual duty of disclosure, we may withdraw from the contract.

This does not apply if you can prove that the breach was neither intentional nor due to gross negligence.

In cases of gross negligence, we may not withdraw if we would have concluded the contract even with knowledge of the undisclosed circumstances, albeit under different terms.

If we withdraw, there is no insurance coverage.

If we declare withdrawal after a claim has occurred, we are still obligated to provide benefits if you can prove that the undisclosed circumstance:

I. was neither relevant to the occurrence or determination of the insured event,

II. nor to the determination or scope of our obligation to pay.

However, our obligation to pay ceases if you acted with fraudulent intent.

In the event of withdrawal, we are entitled to the portion of the premium corresponding to the elapsed contract period until the withdrawal becomes effective.

2. Termination

If we cannot withdraw because the breach was due to simple negligence or was without fault, we may terminate the contract with one month's notice.

Our right to terminate is excluded if we would have concluded the contract even with knowledge of the undisclosed circumstances, albeit under different terms.

3. Contract Modification

If we cannot withdraw or terminate because we would have concluded the contract under different conditions, those conditions will become part of the contract at our request. If the breach was due to negligence, the new conditions apply retroactively. If the breach was without fault, the new conditions apply from the current insurance period onward.

If the premium increases by more than 10% due to the modification or if we exclude coverage for the

undisclosed risk, you may terminate the contract without notice within one month of receiving our notification. We will inform you of this right in our notification.

4. Exercise of Our Rights

We may exercise our rights to withdraw, terminate, or modify the contract only within one month in writing. This period begins when we become aware of the breach of the duty of disclosure that justifies the right being exercised. We must specify the circumstances on which our declaration is based.

We may later cite additional circumstances if the deadline for those has not yet expired.

We may not invoke our rights to withdraw, terminate, or modify the contract if we were aware of the undisclosed risk or the incorrect information.

IV. Cancellation Policy

Right of Withdrawal

You may revoke your contractual declaration within 14 days without stating any reasons, in written form (e.g. letter, fax, email, e-post letter). If you have signed an application, the withdrawal period begins only after you have received the insurance policy, the contractual terms including the insurance conditions, the additional information pursuant to § 7 paragraphs 1 and 2 of the German Insurance Contract Act (VVG) in conjunction with §§ 1 to 4 of the VVG Information Duties Ordinance, and this cancellation policy, all in written form.

If you have requested an offer, the withdrawal period begins on the day after you have sent your declaration of acceptance of the offer to us. Regardless, the period does not begin until you have received the insurance policy, the contractual terms including the insurance conditions, the additional information pursuant to § 7 paragraphs 1 and 2 of the VVG in conjunction with §§ 1 to 4 of the VVG Information Duties Ordinance, and this cancellation policy, all in written form.

In electronic commerce, the withdrawal period does not begin before we have fulfilled our obligations under § 312i paragraph 1 sentence 1 of the German Civil Code (BGB) in conjunction with Article 246c of the Introductory Act to the BGB. To meet the withdrawal deadline, it is sufficient to send the withdrawal notice in time.

The withdrawal should be addressed to:
PHÖNIX Schutzgemeinschaft Assekuradeur GmbH
Glockengießerwall 2, 20095 Hamburg
› by fax: +49 40 299 940 9570
› by email: info@phoenix-versichert.de

Consequences of Withdrawal

In the event of a valid withdrawal, your insurance coverage ends, and we will refund the portion of the premium attributable to the period after receipt of the withdrawal, provided you agreed that coverage would begin before the end of the withdrawal period. We may retain the portion of the premium attributable to the period up to the receipt of the withdrawal; this amount is specified in the insurance policy and calculated proportionally. Refunds will be made immediately, no later than 30 days after receipt of the withdrawal. If coverage does not begin before the end of the withdrawal period, a valid withdrawal means that any received benefits must be returned and any derived gains (e.g. interest) must be surrendered. If you have effectively exercised your right of withdrawal under § 8 of the VVG, you are also no longer bound by any contract related to the insurance contract. A related contract exists if it is connected to the revoked contract and involves a service provided by the insurer or a third party based on an agreement between the third party and the insurer. No contractual penalty may be agreed upon or demanded.

Special Notes

Your right of withdrawal expires if the contract has been fully performed by both you and us at your express request before you exercised your right of withdrawal.

V. Information on Out-of-Court Remedies

1. Insurance Ombudsman

As a consumer, you have the option to contact the Insurance Ombudsman if you have complaints against us as your insurer:

Versicherungsombudsmann e. V.

P.O. Box 080632

10006 Berlin

Phone: 0800 / 696 000

Fax: 0800 / 369 900

Website: www.versicherungsombudsmann.de

Email: beschwerde@versicherungsombudsmann.de

You may initiate a free out-of-court arbitration procedure, provided the claims asserted have not yet expired. Claims under the insurance contract expire after three years, starting at the end of the year in which the claim arose. The subject of the complaint must not already be pending, decided, or settled before a court, arbitration tribunal, or another dispute resolution body. The Ombudsman will only process your complaint once you have submitted your claim to us and allowed us six weeks to respond. For complaints with a value of up to €10,000, the Ombudsman will issue a binding decision for us. You still retain the right to take the matter to court. For complaints exceeding €10,000, the Ombudsman will issue a non-binding recommendation. For complaints over €100,000, the Ombudsman procedure is no longer available. Filing a complaint with the Ombudsman does not affect your right to pursue legal action in ordinary courts.

2. Complaints

You may also direct complaints directly to **INTER Allgemeine Versicherung AG (INTER)** or **PHÖNIX Schutzgemeinschaft Assekuradeur GmbH (PHÖNIX)**. If you prefer not to contact INTER or PHÖNIX first, you may also reach out to the supervisory authority mentioned in section 1. In addition to the remedies described in sections 1 and 2, you retain the right to assert claims in court.

3. Provider of These Insurance Conditions

These insurance conditions were negotiated and extended by PHÖNIX Schutzgemeinschaft Assekuradeur GmbH in cooperation with the insurer. The provider of these insurance conditions remains the insurer. In particular, any questions of interpretation or ambiguities in the insurance conditions are the responsibility of the insurer. The insurance conditions were not created by PHÖNIX Schutzgemeinschaft Assekuradeur GmbH, but by INTER Allgemeine Versicherung AG.

VI. Data Protection Notice

With this notice, we inform you about the processing of your personal data by **PHÖNIX Schutzgemeinschaft Assekuradeur GmbH** (hereinafter “PHÖNIX”) and **INTER Allgemeine Versicherung AG** (hereinafter “INTER”), as well as your rights under data protection law.

1. Data Controllers

Controller for data processing – PHÖNIX

PHÖNIX Schutzgemeinschaft Assekuradeur GmbH
Glockengießerwall 2
20095 Hamburg
Phone: +49 40 299 9400
Fax: +49 40 299 940 9530
Email: info@phoenix-versichert.de

Data Protection Officer Contact

Andreas Sutter
c/o disphere interactive GmbH
Ungerer Str. 112
80805 Munich
Email: datenschutz@phoenix-versichert.de
Website: www.disphere.com

Controller for data processing – INTER

INTER Allgemeine Versicherung AG
Erzbergerstraße 9–15
68165 Mannheim
Phone: +49 621 427 427
Email: info@inter.de

You can contact INTER’s Data Protection Officer:

- › by mail to the above address with the note “Data Protection Officer”
- › or by email to: datenschutzbeauftragter@inter.de

2. Purposes and Legal Basis of Data Processing

We process your personal data in accordance with the EU General Data Protection Regulation (GDPR), the German Federal Data Protection Act (BDSG), relevant provisions of the Insurance Contract Act (VVG), and all other applicable laws.

If you apply for insurance coverage, we require the information you provide to assess the risk and conclude the contract. If the insurance contract is concluded, we process this data to manage the contractual relationship, e.g. for policy issuance or billing. We also need information about claims to verify whether an insured event has occurred and to assess the extent of the damage. The conclusion and execution of the insurance contract is not possible without processing your personal data. Additionally, we use your data to create insurance-specific statistics, e.g. for developing new tariffs or fulfilling regulatory requirements.

We use data from all contracts with INTER Allgemeine Versicherung AG to assess the overall customer relationship, for example to provide advice on contract adjustments or additions, make goodwill decisions, or provide comprehensive information.

The legal basis for processing personal data for pre-contractual and contractual purposes is **Art. 6(1)(b) GDPR**. If special categories of personal data are required (e.g. health data for accident insurance), we obtain your consent under **Art. 9(2)(a) in conjunction with Art. 7 GDPR**. If we create statistics using these data categories, this is based on **Art. 9(2)(j) GDPR in conjunction with § 27 BDSG**. We also process your data to protect legitimate interests of ourselves or third parties (**Art. 6(1)(f) GDPR**), for example:

- Ensuring IT security and operations
- Preventing and investigating criminal offenses, including using data analysis to detect potential insurance fraud
- Verifying your address before sending documents

Furthermore, we process your personal data to fulfill legal obligations, such as regulatory requirements, commercial and tax retention duties, or advisory obligations. The legal basis for this is the respective statutory provisions in conjunction with **Art. 6(1)(c) GDPR**. If we intend to process your personal data for any purpose not listed above, we will inform you in advance in accordance with legal requirements.

3. Categories of Recipients of Personal Data

3.1. Insurers

We reinsure the risks we assume with insurance companies. For this purpose, it is necessary to transmit your contract and, if applicable, claims data to the insurer so that they can independently assess the risk or the insured event.

Additionally, the insurer may support our company with their specialized expertise in risk or claims assessment, as well as in evaluating procedural workflows. We only transmit your data to the insurer to the extent necessary for fulfilling our insurance contract with you or to the extent required to protect our legitimate interests. Further information about the insurers involved can be found in section 1 "Controllers."

3.2. Intermediaries

If you are supported by an intermediary regarding your insurance contracts, the intermediary processes the application, contract, and claims data necessary for concluding and managing the contract. Our company also transmits this data to the intermediary supporting you, insofar as they require the information to advise and assist you in insurance and financial matters.

3.3. External Service Providers

We use external service providers to fulfill our contractual and legal obligations. You can request a list of these service providers by emailing: **datenschutz@phoenix-versichert.de**

3.4. Other Recipients

We may also transmit your personal data to other recipients, such as authorities, to fulfill legal reporting obligations (e.g. social security institutions, tax authorities, or law enforcement agencies).

3.5. Duration of Data Storage

We delete your personal data as soon as it is no longer required for the purposes mentioned above. However, data may be retained for the period during which claims can be made against our company (statutory limitation periods of three to up to thirty years). We also store your personal data as long as we are legally obligated to do so. Relevant retention obligations arise, for example, from the German Commercial Code, the Fiscal Code, and the Money Laundering Act. Storage periods can be up to ten years.

3.6. Data Subject Rights

You may request information about the personal data stored about you using the contact details provided in section 1. Under certain conditions, you may also request correction or deletion of your data.

You may also have the right to restrict the processing of your data and to receive the data you provided in a structured, commonly used, and machine-readable format.

3.7. Right to Object

You have the right to object to the processing of your personal data for direct marketing purposes. If we process your data to protect legitimate interests, you may object to this processing if reasons arising from your particular situation speak against it.

3.8. Right to Lodge a Complaint

You may lodge a complaint with the data protection officer mentioned above or with a data protection supervisory authority.

The competent supervisory authority for us is:

Hamburg Commissioner for Data Protection and Freedom of Information

Ludwig-Erhard-Str. 22, 7th Floor, 20459 Hamburg

Phone: +49 40 428 544 040

Fax: +49 40 428 544 000

Email: mailbox@datenschutz.hamburg.de

3.9. Data Exchange with Your Previous Insurer

To verify and, if necessary, supplement the information you provided when concluding the insurance contract or reporting a claim, we may exchange personal data with your previous insurer named in the application, to the extent necessary.

3.10. Automated Individual Decisions

Based on the information you provide, we may make fully automated decisions in certain cases during application and contract processing. These decisions are based in particular on your personal risk characteristics and follow the contractual terms and derived rules and processing guidelines.

3.11. Additional Persons

If you have provided us with personal data of other individuals (e.g. co-insured persons, life partners, different account holders), please ensure that these individuals also receive this information regarding the use of their data.

Notes on Structure and Application

Part A contains provisions regarding the scope of liability insurance coverage:

- **Section A1** applies to general and specific private risks (personal liability risks).
- **Section A2** applies to water damage and damage under the Environmental Damage Act (special environmental risks).
- **Section A3** applies to default of claim risks.
- **Section A4** includes guarantee benefits that go beyond the standard insurance coverage.
- **Section A5** applies to risks for civil servants and public sector employees (official liability insurance).

The **General Provisions of Part A** include regulations on assignment prohibition, premium adjustment, and premium alignment.

Part B contains provisions regarding the general rights and obligations of the contracting parties:

- **Section B1** governs the commencement of insurance coverage and premium payment.
- **Section B2** governs the duration and termination of the contract, including cancellation.
- **Sections B3 and B4** contain policyholder obligations and additional provisions.

The **entire terms and conditions**, the **insurance policy**, and any **endorsements** are decisive for the scope of insurance coverage.

INTER Allgemeine Versicherung AG

Erzbergerstr. 9–15
68165 Mannheim

INTER Service Center

Phone: +49 621 427-427

Fax: +49 621 427-944

Email: info@inter.de

Website: www.inter.de

Callback Service: www.inter.de/kontakt-service/inter-service-center/rueckrufservice-callback-service/

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Part A – Section A1: Personal Liability Risk

A1-1 Insured Characteristics and Activities (Insured Risk)

The insurance covers, within the scope of the following provisions, the statutory liability of the policyholder arising from the risks of everyday life as a **private individual**, and **not** from the risks associated with a business, profession, service, or public office.

A1-2 Provisions for Co-Insured Persons and the Relationship Between the Insured Parties (Policyholder and Co-Insured Persons)

A1-2.1 The statutory liability is insured within the scope of A1-1 for:

A1-2.1.1 The spouse or registered civil partner of the policyholder.

A1-2.1.2 Their unmarried children not in a registered civil partnership (including stepchildren, adopted children, and foster children), but only for adult children as long as they are still in school or in initial vocational training directly following school.

Vocational training includes:

An apprenticeship until completion

An apprenticeship followed immediately by a degree program (Bachelor or Master)

A university degree until completion

A degree followed immediately by a Master's program until completion

Not covered: legal clerkship, continuing education, etc.

Still covered:

A waiting period of up to two years after training (until employment or further education begins)

Temporary jobs during the waiting period

Compulsory or voluntary military service, federal volunteer service, or youth volunteer services (e.g. voluntary social year, ecological year, international youth service) before, during, or after vocational training

A1-2.1.3 Unmarried children (including step-, adopted, and foster children) with physical or mental disabilities living in the same household or in a care facility.

A1-2.1.4 The partner in a non-marital cohabitation living in the same household and their children, under the same conditions as A1-2.1.2 and A1-2.1.3:

The policyholder and the partner must be unmarried and not in a registered civil partnership.

Liability claims by the partner and their children against the policyholder are excluded.

Exception: Liability claims from recourse by social insurance providers (§116(1) SGB X) or private health insurers (§86(1)(2) VVG) due to bodily injury caused to the other party are covered.

Coverage ends when the shared household is dissolved.

In the event of the policyholder's death, A1-11 applies accordingly to the surviving partner and their children.

A1-2.1.5 Non-marital grandchildren, as long as coverage exists for the parent under A1-2.1.2.

A1-2.1.6 Au pairs, nannies, caregivers, and other persons typically employed in a private household, as well as minors (e.g. exchange students) staying in the policyholder's household for up to one year—provided no other insurance covers them.

A1-2.1.7 (Exklusiv and Premium plans only): Parents of the policyholder or their spouse/partner living in the same household or in a care facility. Coverage ends when the shared household is dissolved.

A1-2.1.8 (Exklusiv and Premium plans only): Relatives in the direct line up to the second degree living in the same household who are officially recognized as in need of care under §15 SGB XI.

A1-2.1.9 (Premium plan only): All unmarried persons living in the same household with the policyholder and officially registered there, who are not in a registered partnership or non-marital cohabitation (excluding shared flats).

A1-2.1.10 Persons employed in the policyholder's household, for liability claims by third parties arising from their work. This also applies to persons who, by contract or as a favor, care for the home, house, or garden, or perform winter services.

Excluded: Claims for personal injury classified as work accidents or occupational diseases under SGB VII.

A1-2.1.11

Persons who voluntarily assist insured individuals in emergencies are covered for liability claims by third parties arising from such assistance.

If the insured person receives coverage from another liability insurance policy, coverage under this contract ceases.

A1-2.2

All contractual provisions applicable to the policyholder also apply correspondingly to co-insured persons.

This does not apply to the provisions on precautionary insurance (A1-9) if the new risk arises solely for a co-insured person.

A1-2.3

Regardless of whether the conditions for risk limitations or exclusions apply to the policyholder or a co-insured person, insurance coverage ceases for both the policyholder and the co-insured persons.

A1-2.4

Only the policyholder may exercise rights under this insurance contract.

Both the policyholder and the co-insured persons are responsible for fulfilling obligations.

A1-3 Insurance Coverage and Insured Event

A1-3.1

Insurance coverage applies if the policyholder is held liable by a third party for damages under civil law due to an event occurring during the validity of the insurance (insured event), resulting in bodily injury, property damage, or consequential financial loss.

An insured event is the incident that directly caused the damage to the third party.

The time of the act that led to the incident is irrelevant.

A1-3.2

No insurance coverage is provided for claims, even if legally based, for:

- a) fulfillment of contracts, subsequent performance, self-remedy, withdrawal, reduction, or compensation in lieu of performance;
- b) damages caused to enable subsequent performance;
- c) loss of use of the contractual item or failure to achieve the intended contractual result;
- d) reimbursement of futile expenses made in reliance on proper contract performance;
- e) financial losses due to delayed performance;
- f) other substitute benefits replacing performance.

A1-3.3

No insurance coverage is provided for claims that exceed the scope of statutory liability due to contractual agreements or commitments.

A1-4 Insurance Benefits and Authority of the Insurer

A1-4.1

Insurance coverage includes:

Examination of liability questions

Defense against unjustified claims

Indemnification of the policyholder for justified compensation obligations

Compensation obligations are considered justified if the policyholder is legally obligated to pay damages due to law, final judgment, acknowledgment, or settlement, and the insurer is thereby bound.

Acknowledgments and settlements made by the policyholder without the insurer's consent are binding only if the claim would have existed without them.

If the compensation obligation is determined with binding effect for the insurer, the insurer must indemnify the policyholder within two weeks.

A1-4.2

The insurer is authorized to make any declarations deemed appropriate for handling the claim or defending against liability claims in the name of the policyholder.

If legal proceedings arise from a claim, the insurer is authorized to conduct the proceedings at its own expense in the name of the policyholder, using a representative or lawyer of its choice.

Reimbursement of costs incurred by the insurer belongs solely to the insurer.

The policyholder and co-insured persons hereby assign such future claims to the insurer.

A1-4.3

If a criminal proceeding is initiated due to an insured event and the insurer requests or approves the appointment of a defense attorney for the policyholder, the insurer will cover the statutory or specially agreed higher costs of the attorney.

A1-4.4

If the policyholder or a co-insured person acquires the right to request the cancellation or reduction of a pension payment, the insurer is authorized to exercise this right.

A1-5 Limitation of Benefits (Sum Insured, Annual Maximum Compensation, Series of Losses, Deductible)

A1-5.1

The insurer's compensation for each insured event is limited to the agreed sum insured.

This applies even if the coverage extends to multiple liable persons.

Möchten Sie, dass ich mit der Übersetzung der nächsten Abschnitte (A1-5.2 ff.) fortfahre oder ein Dokument mit den bisherigen Inhalten erstelle?

Hier ist die **englische Übersetzung** der Abschnitte **A1-5.1 bis A1-6.2** aus Teil A der Versicherungsbedingungen:

A1-5 Limitation of Benefits (Sum Insured, Annual Maximum Compensation, Series of Losses, Deductible)

A1-5.1

The sum insured for personal injury, property damage, and financial losses is:

€30,000,000 under the Exklusiv plan

€50,000,000 under the Premium plan

The maximum compensation for individual personal injury claims is €15,000,000.

A1-5.2

Unless otherwise agreed, the insurer's total compensation for all insured events within one insurance year is limited to **twice** the agreed sum insured.

A1-5.3

Multiple insured events occurring during the policy period are considered **one insured event (series of losses)** if they:

arise from the same cause,

arise from similar causes with a factual and temporal connection, or result from the delivery of goods with identical defects. The date of the first such event is considered the date of the insured event.

A1-5.4

If agreed, the policyholder contributes to each insured event with a **deductible** specified in the policy and its endorsements. Even if justified liability claims exceed the sum insured, the deductible is subtracted from the total claim amount. The insurer remains obligated to defend against unjustified claims, even if the damage amount is below the deductible.

A1-5.5

The insurer's expenses for legal costs are **not counted** against the sum insured.

A1-5.6

If justified liability claims exceed the sum insured, the insurer covers legal costs **proportionally** to the ratio of the sum insured to the total claim amount. If the policyholder must pay a pension and its capital value exceeds the sum insured or the remaining sum after other payments, the insurer reimburses the pension **proportionally**. The pension value is calculated according to the applicable regulation for motor vehicle liability insurance at the time of the insured event. Other benefits are fully deducted from the sum insured before calculating the policyholder's share of ongoing pension payments.

A1-5.7

If the insurer's request to settle a liability claim through acknowledgment, payment, or settlement fails due to the policyholder's conduct, the insurer is **not liable** for any additional compensation, interest, or costs resulting from the refusal.

A1-6 Special Provisions for Individual Private Risks (Coverage, Risk Limitations, and Specific Exclusions)

This section defines coverage, limitations, and exclusions for specific private risks.

Unless otherwise stated in A1-6, all other contractual provisions apply to these risks (e.g. A1-4 – Insurance Benefits, A1-7 – General Exclusions).

A1-6.1 Family and Household

Covered is the statutory liability of the policyholder:

- a) as head of the family or household (e.g. for supervision of minors);
- b) as employer of persons working in their household.

A1-6.2 Voluntary and Charitable Activities

Covered is the statutory liability of the policyholder arising from voluntary or charitable activities performed as part of unpaid social engagement.

This includes activities in:

healthcare and elderly care
disability support, church work, youth work
associations, citizen initiatives, political parties, interest groups
recreational activities in sports clubs, music groups, scouting or similar organizations
as a court-appointed guardian or custodian (excluding professional guardians under §1897(6) BGB)

Not covered are activities in:

public/official honorary roles (e.g. mayor, council member, lay judge, chamber examiner, volunteer firefighter)
economic/social honorary roles with professional character (e.g. works council, employee representative, insurance elder, trusted person under §§39(2) No. 3 and 40 SGB IV)

"If the insured person obtains coverage under another liability insurance policy, coverage under this contract shall cease to that extent."

A1-6.3 Property Ownership

A1-6.3.1 (Exklusiv and Premium plans only)

Covered is the statutory liability of the policyholder as owner of:

- a) One or more apartments located in Europe (geographically), including vacation homes.
In the case of condominium ownership, liability claims by the homeowners' association for damage to common property are covered.
However, coverage does not extend to the co-ownership share of the common property.
- b) A single-family or two-family house located in Europe, including any associated secondary apartment.
- c) A weekend or vacation home located in Europe.
- d) (*Premium plan only*) A self-occupied three- or four-family house located in Europe, including shared

areas, provided it is used Exklusivly for residential purposes (including a home office), and rented out accordingly.

Coverage includes associated garages, carports, parking spaces, gardens, allotments, swimming pools, ponds, biotopes, and liquefied gas tanks.

e) Privately used, undeveloped land located in Europe, including orchards and community-managed landscapes for personal cultivation, up to:

10,000 m² under the Exklusiv plan

20,000 m² under the Premium plan

Land is considered undeveloped even if it contains a small building or structure up to 20 m² in area.

A1-6.3.2

Covered is the statutory liability of the policyholder as:

a) Owner of a self-occupied condominium or tenant of an apartment located in Europe.

b) Owner of a permanently parked, non-insurance-required caravan located in Europe.

c) Owner and operator of stair lifts.

d) Owner and operator of wall boxes and battery storage systems:

As property owner, installed at or in the insured building or outbuilding (e.g. garage or carport) at their own expense.

As tenant, installed at the insured location (e.g. parking spaces in shared or private garages) at their own expense.

Condition: Installation and maintenance must comply with legal and regulatory safety standards.

Exclusion: No coverage if wall boxes or battery systems are operated commercially.

e) Owner and operator of permitted balcony solar systems ("balcony power plants"), including feeding electricity into the grid and operating associated battery storage.

Exclusion: Liability claims for damage to electrical lines on third-party property are not covered.

A1-6.3.3

Coverage for the risks listed in A1-6.3.1 and A1-6.3.2 also includes statutory liability:

a) From breach of duties associated with the above roles (e.g. structural maintenance, lighting, cleaning, gritting, and snow removal on sidewalks).

This also applies to liability assumed by contract as tenant, leaseholder, or borrower for traffic safety obligations of the landlord, lender, or lessor.

b) From renting: Individual rooms in an insured apartment, even if used commercially. Up to 4 beds to vacation guests without providing meals.

A1-6.3.4

Coverage also includes statutory liability as builder or contractor for construction work (new builds, renovations, repairs, demolition, excavation), even if performed personally or with neighborly assistance, up to a construction cost of:

€200,000 under the Exklusiv plan

€400,000 under the Premium plan

If the amount is exceeded, this coverage ceases, and the provisions of precautionary insurance (A1-9) apply. For construction projects at the self-used property (policyholder's residential address), liability as builder or contractor is covered **without limitation** on construction costs.

A1-6.3.5 (Exklusiv and Premium plans only)

Coverage for the risks listed in A1-6.3.1 also includes statutory liability arising from:

a) Renting out:

A secondary apartment in a single-family house

Apartments in a self-occupied multi-family house

Condominiums, vacation apartments, and vacation homes (not for commercial purposes)

Up to 8 beds to vacation guests without catering

Garages and parking spaces

All properties must be located in Europe (geographically).

b) Co-ownership of shared facilities associated with a single-family house (including semi-detached or terraced houses), such as shared access to public roads, laundry drying areas, garage courtyards, and waste container areas.

c) Liability as a former owner under §836(2) BGB, provided the insurance was active at the time of ownership transfer.

d) Insolvency administrators and court-appointed receivers in that capacity.

e) Operation of photovoltaic/solar systems, air-to-water heat pumps, small wind turbines, and mini combined heat and power (CHP) units (defined as CHP units with electrical output between 15 kW and 50 kW).

Coverage includes:

Traffic safety obligations

Feeding electricity into the grid of a utility company (even if a business license is registered)

Exclusion: Liability claims for damage to electrical lines on third-party property.

f) Ownership of surface geothermal systems (e.g. ground collectors, geothermal baskets; excluding systems installed via drilling).

A geothermal system is defined as a system that extracts heat from the ground, processes it, and transfers it to a secondary system (e.g. heat exchanger, heating system).

Above-ground components are not considered part of the geothermal system under these terms.

Included, partially overriding A1-7.12: liability claims for property damage caused by land subsidence, landslides, and flooding of standing or flowing water.

A1-6.4 General Environmental Risk

Covered is the statutory liability of the policyholder under civil law for damages caused by environmental impact.

Environmental damage occurs when substances, vibrations, noise, pressure, radiation, gases, vapors, heat, or other phenomena spread into soil, air, or water.

Exclusion: Claims arising from water pollution.

For water pollution and damages under the Environmental Damage Act, see Section A2 (Special Environmental Risks).

A1-6.5 Wastewater and Gradual Damage

Covered is the statutory liability of the policyholder for damages:

a) Caused by wastewater – including backflow from public sewers. For property damage, coverage applies only to domestic wastewater.

b) From operating a privately used septic tank or small sewage treatment plant for domestic wastewater, including discharge into a water body.

c) Caused by gradual effects of temperature, gases, vapors, moisture, and precipitation (e.g. smoke, soot, dust).

A1-6.6 Damage to Rented, Borrowed, Leased, or Loaned Items

A1-6.6.1

Covered is the statutory liability for damage to land, buildings, apartments, living spaces, and rooms in buildings rented, borrowed, leased, or loaned for private purposes, including resulting financial losses.

Exclusions:

a) Wear and tear, excessive use

b) Damage to heating systems, machinery, boilers, water heaters, electrical and gas appliances, and resulting financial losses

c) Glass damage, if separately insurable

d) Damage caused by mold

A1-6.6.2

Covered is the statutory liability for damage to movable furnishings in vacation accommodations (e.g. vacation apartment/house, hotel room, ship cabin, sleeper car compartment, permanently installed caravan or camping container).

Under the Basic plan, compensation is limited to €25,000 per insured event.

A1-6.6.3

Covered is the statutory liability for:

a) Damage or destruction of other third-party movable items – **deviating from A1-7.5.**

Under the Basic plan, compensation is limited to €25,000 per insured event.

A1-6.6.3 (b) (Exklusiv and Premium plans only)

Covered is the statutory liability for the **loss of third-party movable items**, including those rented, leased, borrowed, or held under a special safekeeping agreement for private use.

This includes medical devices provided to the insured for diagnostic or therapeutic purposes, provided no other insurer is liable.

A1-6.6.4 (Premium plan only)

Covered—**deviating from A1-7.5**—is the statutory liability for **damage, destruction, or loss** of rented or borrowed bicycles, including electric bicycles (e-bikes, pedelecs).

Coverage is limited to **€500 per incident**, with a maximum of **€1,000 per insurance year**, provided no other insurer offers coverage or deductibles remain uncovered under other policies.

A1-6.6.5 (Applies to A1-6.6.2 to A1-6.6.4)

Excluded from coverage are damages:

To items used for self-employed commercial activities

Due to wear, tear, or excessive use

To jewelry and valuables, including loss of money, documents, and securities

Consequential financial losses

To motor vehicles, aircraft, and watercraft

A1-6.6.6 (Premium plan only)

Deviation from A1-6.6.1 and A1-6.6.5:

The insurer waives the objection of **excessive use** for rental property damage claims up to **€500**.

A1-6.7 Sports Activities

Covered is the statutory liability of the policyholder arising from the practice of sports, including ownership and use of bicycles and other non-motorized land vehicles (e.g. skateboards, inline skates, roller skates).

Excluded are liability claims arising from:

a) Hunting activities

b) Participation in horse, bicycle, or motor vehicle races, including training organized or required by the event organizer aimed at achieving maximum speeds

A1-6.8 Weapons and Ammunition

Covered is the statutory liability of the policyholder from the **lawful private ownership and use of:**

Bladed weapons

Impact weapons

Firearms

Ammunition and projectiles

Excluded is the use of weapons for hunting or criminal activities.

A1-6.9 Animals

A1-6.9.1

Covered is the statutory liability of the policyholder as owner or keeper of:

Tame pets

Tame small animals

Bees

Excluded is liability as owner or keeper of:

Dogs

Cattle

Horses

Other riding or draft animals

Wild animals

Animals kept for commercial or agricultural purposes

A1-6.9.2

Also covered is the statutory liability of the policyholder for:

Guide dogs, signal dogs, and assistance dogs for persons with disabilities

Lawfully and non-permit-required keeping of wild small animals (e.g. snakes, spiders, scorpions) in the household for private purposes

Coverage **does not include** expenses related to recapturing escaped wild animals

(Premium plan only): Expenses for recapturing wild animals are covered up to **€10,000 per incident**

(Premium plan only): Non-commercial keeping of livestock (e.g. cattle, sheep, pigs, poultry, llamas, alpacas, ostriches)

A1-6.9.3

Covered is the statutory liability of the policyholder:

As non-commercial keeper of third-party dogs or horses

As rider using third-party horses

As driver using third-party carriages for private purposes

Coverage applies only if no separate animal owner liability insurance exists.

Excluded are liability claims by the animal or carriage owner for property or financial damages.

A1-6.10 Non-Insurance-Required Motor Vehicles and Trailers

A1-6.10.1

Covered—**deviating from A1-7.14**—is the statutory liability of the policyholder for damages caused by the use of the following **non-insurance-required** motor vehicles and trailers:

a) Motor vehicles used **Exklusivly on non-public roads and premises**, regardless of their design-based maximum speed

b) Motor vehicles with a design-based maximum speed of **no more than 6 km/h**

c) Forklifts with a design-based maximum speed of **no more than 20 km/h**

d) Self-propelled work machines (e.g. ride-on lawnmowers, snowplows) with a design-based maximum speed of **no more than 20 km/h**

e) Trailers, golf carts, motorized children's vehicles, mobility scooters, and electric bicycles (pedelecs) that are **not subject to registration** or are used **only on non-public roads and premises**

A1-6.10.2

For the above vehicles, the following applies:

Vehicles may only be used by **authorized drivers**, i.e. persons who use the vehicle with the knowledge and consent of the authorized owner.

The policyholder must ensure that unauthorized persons do not use the vehicle.

On public roads, the driver must hold the **required driving license**, and the policyholder must ensure this requirement is met.

If the policyholder violates these obligations, **B3-3.3** (Consequences of Breach of Obligations) applies.

A1-6.11 Use of Insurance-Required Motor Vehicles (*Premium plan only*)

A1-6.11.1 Driving Third-Party Vehicles While Traveling (*Extended "Mallorca Clause"*)

Covered—**deviating from A1-6.10 and A1-7.14**—is the statutory liability of the policyholder as driver of a third-party **insurance-required** motor vehicle for damages occurring **while traveling in European countries** (including the Canary Islands, Azores, and Madeira), **if no or insufficient coverage** is provided by the vehicle's liability insurance.

Excluded are damages occurring **outside Europe**.

a) Covered vehicles include:

Passenger cars

Motorcycles

Motorhomes up to 4 tons gross vehicle weight

(provided they are designed and equipped to carry no more than 9 persons including the driver)

Coverage also includes liability for towing trailers (e.g. caravans, luggage, boats)

b) Exclusions A1-8.1 and A1-9.3 **do not apply** to these vehicles.

c) The vehicle may only be used by an **authorized driver**.

The policyholder must ensure that the driver holds the **required license** and is **not impaired** by alcohol or other substances.

If the policyholder violates these obligations, **B3-3.3** applies.

d) If the insured person has coverage under an existing motor vehicle liability insurance policy, this private liability insurance applies **as secondary coverage**.

e) Benefits are paid in **euros**. If payment is made outside the Eurozone, the insurer's obligation is fulfilled once the euro amount is transferred to a financial institution within the Eurozone.

A1-6.11.2 Loading and Unloading Damages

Covered—**deviating from A1-7.14**—is the statutory liability of the policyholder as private owner, possessor, keeper, or driver of a motor vehicle or trailer for damages caused to third parties **during loading or unloading**.

Excluded: Damage to the vehicle or trailer itself.

The policyholder may choose to have the claim settled by the responsible motor vehicle liability insurer. In that case, **coverage under this policy ceases**.

Maximum compensation: **€5,000 per claim and per insurance year**.

A1-6.11.3 Damage When Opening Vehicle Doors

Covered—**deviating from A1-7.14**—is the statutory liability of the policyholder for damages caused to third parties by a **vehicle passenger** (who is **not a co-insured person**) when opening a car door.

Coverage applies only if no other personal liability insurance covers the passenger.

Maximum compensation: €5,000 per claim and per insurance year.

A1-6.11.4 Cleaning Damage to Third-Party Vehicles

Covered—**deviating from A1-7.14**—is the statutory liability of the policyholder for damages caused during **cleaning or maintenance** of third-party vehicles or trailers.

Maximum compensation: €5,000 per claim and per insurance year.

A1-6.11.5 Refueling Damage to Borrowed Vehicles

Covered—**deviating from A1-7.5 and A1-7.14**—is the statutory liability for damage to third-party **privately borrowed, rented, or lent** vehicles caused by **accidental refueling with the wrong fuel**.

Excluded: Vehicles provided to the policyholder or a co-insured person for **regular or permanent use**.

Maximum compensation: €5,000 per claim and per insurance year.

A1-6.11.6 Compensation for No-Claims Discount Downgrade (SFR) and Comprehensive Deductible

If the policyholder causes a liability or comprehensive damage while using a:

- a) Passenger car
- b) Motorcycle
- c) Motorhome (up to 4 tons gross weight)

that was **loaned free of charge** by a third party, the following applies—**deviating from A1-6.6.5:**

Reimbursed: Financial loss due to **downgrading of the no-claims discount** in liability and comprehensive insurance.

Limited to the **estimated premium increase for the first five years** after the claim, based on the insurer's tariff at the time of the incident.

Paid as a **lump sum**.

No more than the compensation paid by the vehicle insurer will be reimbursed.

Reimbursed: The **comprehensive deductible**, up to **€500 per claim**.

Required: Proof of settlement from the vehicle insurer showing the downgrade and deductible.

Excluded:

Vehicles provided for **regular or permanent use**

Vehicles used for **commercial purposes**

A1-6.11.7 Coverage of Comprehensive Deductible for Car-Sharing

Covered—**deviating from A1-7.5 and A1-7.14**—is the statutory liability for damage or destruction of **short-term rented vehicles** via **commercial car-sharing providers**.

Covered vehicles:

Passenger cars

Motorcycles

Provided they are designed to carry no more than 9 persons (including the driver)

Coverage limit:

€500 per claim

Maximum **€1,000 per insurance year**

Applies only if no other insurer provides coverage or if deductibles remain uncovered under other policies

A1-6.11.8 Damage to Rented or Borrowed Mobile Caravans and Motorhomes

Covered—**deviating from A1-7.5 and A1-7.14**—is the statutory liability for damage or destruction of **rented or borrowed mobile caravans and motorhomes** up to 4 tons gross weight.

Coverage limit:

€500 per claim

Maximum **€1,000 per insurance year**

Applies only if no other insurer provides coverage or if deductibles remain uncovered under other policies

A1-6.11.9 Damage to Rented or Borrowed E-Scooters

Covered—**deviating from A1-7.5 and A1-7.14**—is the statutory liability for damage or destruction of **rented or borrowed e-scooters**.

Coverage limit:

€500 per claim

Maximum **€1,000 per insurance year**

Applies only if no other insurer provides coverage or if deductibles remain uncovered under other policies

A1-6.12 Use of Aircraft

A1-6.12.1 The insured party's legal liability is covered for damages caused by the use of aircraft that are **not subject to mandatory insurance**. Additionally covered are the ownership, possession, and use of aircraft subject to mandatory insurance, specifically:

- a) Model aircraft, unmanned balloons, and kites that are **not powered by engines or propulsion units** and have a **maximum flight weight of 5 kg**;
- b) Remote-controlled model aircraft with engines (e.g., privately used drones, model airplanes, helicopters, quadcopters) with a flight weight of:
- › in the **Exklusiv and Premium** tariffs: **5 kg**

A1-6.12.2 Also covered is the legal liability of the insured party for damages caused by the use of aircraft subject to mandatory insurance, **provided the insured is not held liable as the owner, possessor, keeper, or operator** of the aircraft.

A1-6.12.3 Coverage applies **Exklusivly to use in uncontrolled airspace** within the limits of legal regulations. For unmanned aerial vehicles, the relevant regulations include **EU Implementing Regulations (EU) 2019/947 and 2020/746**, as well as **§ 21h of the German Air Traffic Regulations (LuftVO)**.

Excluded from coverage are liability claims arising from or during flights:

- › over **control zones (CTR)** or within **5 km** of such zones;
- › over **crowds of people, military installations, hospitals, power plants, or correctional facilities**;
- › resulting from **violations of personal rights**.

A1-6.13 Use of Watercraft

A1-6.13.1 The insured party's legal liability is covered for damages caused by the use of the following watercraft:

- a) Own and third-party watercraft **without sails, engines (including auxiliary or outboard motors), or propulsion units**, such as inflatable boats, paddle boats, rowboats, kayaks, canoes, Canadian canoes;
- b) Third-party **sailboats without engines** (including auxiliary or outboard motors) or propulsion units;
- c) Own and third-party **surfboards and windsurfing equipment**;
- d) Third-party **motorized water sports vehicles** (including jet skis), **used only occasionally and not requiring official permits**;
- e) Applies only to **Exklusiv and Premium** tariffs: Own **sailboats without engines** (including auxiliary or outboard motors) or propulsion units with a **sail area up to 25 sqm**;
- f) Applies only to the **Premium tariff**: Own **motorboats with engine power up to 11.03 kW (15 HP)**, provided **no other insurance coverage exists and no official permit is required**.

A1-6.13.2 Also covered is the legal liability of the insured party for damages caused by the use of watercraft, **provided the insured is not held liable as the owner, possessor, keeper, or operator** of the watercraft.

A1-6.14 Use of Kitesport Equipment

Covered is the insured party's legal liability for damages caused by the use of **kitesport equipment**.

A1-6.15 Use of Model Vehicles

Covered is the insured party's legal liability for damages caused by the use of **remote-controlled land and water model vehicles**.

A1-6.16 Damages Abroad

A1-6.16.1 Covered is the insured party's legal liability for insurance claims occurring abroad **only if**:

- › they result from an **insured activity in Germany** or an **insured risk located in Germany**;
- › they occur during a **temporary stay in Europe**.

The geographical scope of Europe includes the **continent of Europe**, plus **non-European Mediterranean coastal states, the Canary Islands, Azores, and Madeira**;

- › they occur during a **temporary stay outside Europe** for a maximum of:
- › in the **Exklusiv and Premium** tariffs: **5 years**.

A **German registered address** is required for coverage. Activities listed under **A1-6.28 and A1-6.29** are excluded from coverage. Also excluded are claims for **punitive or exemplary damages**.

› Also covered are claims against the insured party under **§ 110 of the German Social Code (SGB) VII** and

legal liability arising from the **temporary use or rental (not ownership) of residences and houses located abroad**, as per **A1-6.3.1 a) to d)**.

The insurer's payments are made in **euros**. If the payment location is outside the countries of the **European Monetary Union**, the insurer's obligations are considered fulfilled at the time the payment is made.

A1-6.16.2

If the policyholder is required by official order to deposit a **security bond** abroad to guarantee services due to their legal liability, the insurer will provide the necessary amount **up to EUR 100,000**.

The bond amount will be **offset against any compensation payment** to be made by the insurer. If the bond exceeds the compensation amount, the policyholder is obliged to **repay the difference**.

The same applies if the bond is retained as a **penalty, fine**, or for the enforcement of **non-insured compensation claims**, or if the bond is **forfeited**.

A1-6.17 Financial Losses

A1-6.17.1

Covered is the policyholder's legal liability for **financial losses** that are **not caused by personal injury or property damage**.

A1-6.17.2

Excluded from coverage are claims for financial losses resulting from:

- a) items produced or delivered by the policyholder (or by third parties on their behalf or account), work performed, or other services rendered;
- b) planning, consulting, construction or installation supervision, inspection, or expert activities;
- c) advice, recommendations, or instructions given to economically affiliated companies;
- d) brokerage transactions of any kind;
- e) provision of information, translation, and travel organization;
- f) investment, credit, insurance, real estate, leasing, or similar financial transactions, payment processes of any kind, cash management, as well as embezzlement or misappropriation;
- g)
 - › rationalization and automation,
 - › data collection, storage, backup, restoration,
 - › exchange, transmission, provision of electronic data;
- h) violation of personal and name rights (coverage governed by A1-6.19), industrial property rights and copyrights, as well as antitrust or competition law;
- i) failure to meet deadlines, schedules, estimates, or cost projections;
- j) breaches of duty related to activities as former or current members of boards of directors, management, supervisory boards, advisory boards, or other comparable governing or supervisory bodies;
- k) deliberate violations of legal or regulatory provisions, instructions or conditions of the client, or other intentional breaches of duty;
- l) loss of items, including money, securities, and valuables;
- m) damages caused by **continuous emissions** (e.g., noise, odors, vibrations).

A1-6.18 Damages Due to Violation of Data Protection Laws and Electronic Data Transmission

A1-6.18.1 Violation of Data Protection Laws

Covered is the policyholder's legal liability for damages – including **financial losses not caused by personal injury or property damage**, as well as **non-material damages** – resulting from **violations of data protection laws** through the **processing of personal data**. Processing includes any operation or set of operations performed on personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

Also covered are legal liability claims for financial and non-material damages **between insured persons** (policyholder or co-insured individuals). The exclusion in **A1-7.3** does not apply in this context.

A1-6.18.2 Electronic Data Transmission

A1-6.18.2.1

Covered is the policyholder's legal liability for damages resulting from the **exchange, transmission, and provision of electronic data**, e.g., via the internet, email, or data carriers.

This applies Exklusivly to damages resulting from:

- a) **deletion, suppression, disabling, or alteration of data** (data modification) at third parties caused by **computer viruses and/or other malware**;
- b) data modification due to other reasons, as well as **non-recording or incorrect storage of data** at third parties, specifically:
 - › resulting personal injury and property damage, but not further data modifications;
 - › costs for restoring modified data or for recording/correctly storing unrecorded or incorrectly recorded data;
- c) **disruption of third-party access** to electronic data exchange.

For items a) to c):

The policyholder is obliged to ensure that any data exchanged, transmitted, or provided is secured or checked using security measures and/or technologies (e.g., virus scanners, firewalls) that comply with current technological standards. These measures may also be carried out by third parties.

If the policyholder breaches this obligation, clause **B3-3.3 (Legal consequences of breach of obligations)** applies.

A1-6.18.2.2 Exclusions from Insurance Coverage:

- a) Claims for damages resulting from the policyholder knowingly:
 - › engaging in unauthorized access to third-party data processing systems/networks (e.g., hacker attacks, denial-of-service attacks);
 - › using software capable of destroying or altering data structures (e.g., software viruses, Trojan horses);
- b) Claims closely related to:
 - › mass-distributed, unsolicited electronically transmitted information (e.g., spamming);
 - › files (e.g., cookies) intended to unlawfully collect specific information about internet users;
- c) Insurance claims by individuals who caused the damage through deliberate violations of legal or regulatory provisions (e.g., participation in illegal online file-sharing platforms) or other intentional breaches of duty;
- d) Claims related to violations of data protection laws through the processing of personal data. Coverage for this is governed by **A1-6.18.1**;
- e) Claims related to violations of personal or name rights. Coverage for this is governed by **A1-6.19**;
- f) Claims arising from the loss of money (including digital currencies), securities, and valuables (also in digital form).

Clause **A1-2.3** does not apply.

A1-6.18.3 No insurance coverage is provided for claims arising from the following activities and services:

- a) Software development, trade, implementation, maintenance;
- b) IT consulting, analysis, organization, instruction, training;
- c) Network planning, installation, integration, operation, maintenance, servicing;
- d) Provision of third-party content, e.g., access, hosting, full-service providing;
- e) Operation of databases.

A1-6.18.4 Multiple insurance claims occurring during the validity of the insurance are considered a **single insurance claim** occurring at the time of the **first such claim**, if they:

- › stem from the same cause,
- › stem from similar causes with an internal, especially factual and temporal connection, or
- › are based on the exchange, transmission, and provision of electronic data with similar defects.

Clause **A1-5.3** does not apply in this context.

A1-6.18.5 Insurance coverage for claims abroad is provided **only if** the claims are made in **EEA countries, Switzerland, or the United Kingdom**, and under their respective laws.

A1-6.19 Violations of Personal or Name Rights (excluding copyright violations)

A1-6.19.1 Covered is the policyholder's legal liability for damages – including financial losses not resulting from bodily injury or property damage – **Exklusiv** from violations of personal or name rights. Coverage also includes **non-material damages**, but **not** those arising from copyright violations.

Provisions for personal injury apply to these non-material damages.

The insurer also covers:

- › court and legal fees for proceedings seeking a preliminary injunction against the policyholder, including claims for cease-and-desist or retraction;
- › court and legal fees for cease-and-desist or retraction lawsuits against the policyholder.

A1-6.19.2 Insurance coverage for claims abroad is provided **only if** the claims are made in **EEA countries, Switzerland, or the United Kingdom**, and under their respective laws.

A1-6.19.3 Exclusions from Insurance Coverage:

a) Claims for damages resulting from the policyholder knowingly:

- › engaging in unauthorized access to third-party data processing systems/networks (e.g., hacker attacks, denial-of-service attacks);
- › using software capable of destroying or altering data structures (e.g., software viruses, Trojan horses);

b) Claims closely related to:

- › mass-distributed, unsolicited electronically transmitted information (e.g., spamming);
- › files (e.g., cookies) intended to unlawfully collect specific information about internet users.

c) Insurance claims by individuals who caused the damage through **deliberate violations of legal or regulatory provisions** (e.g., participation in illegal online file-sharing platforms) or other **intentional breaches of duty**;

d) Claims arising from **violations of data protection laws** through the processing of personal data. Coverage for this is governed by **A1-6.18.1**;

e) Claims arising from the **loss of money** (including digital currencies), **securities**, and **valuables** (each also in digital form).

Clause **A1-2.3** does not apply.

A1-6.20 Claims Arising from Discrimination (AGG)

A1-6.20.1

Covered – in deviation from A1-7.10 – is the policyholder's legal liability as an **employer of persons employed in their private household or other private sphere** for personal injury, property damage, or financial loss (including non-material damages) resulting from **discrimination**.

Reasons for discrimination include:

- › race,
- › ethnic origin,
- › gender,
- › religion,
- › belief,
- › disability,
- › age,

› or sexual identity.

This applies **Exklusivly to claims under German law** based on the **General Equal Treatment Act (AGG)**.

If such claims are pursued in court, coverage applies **only if they are brought before German courts**.

Employees also include **applicants for employment** and **individuals whose employment has ended**.

A1-6.20.2 Insurance Event

Contrary to A1-3.1, an insurance event is defined as the **first assertion of a liability claim** against the policyholder during the term of the insurance contract.

A liability claim is considered asserted when a **written claim is made** against the policyholder or a third party **informs the policyholder in writing** that they intend to make a claim.

A1-6.20.3 Temporal Scope of Coverage

a) Covered Discrimination and Claim Assertion

Both the discrimination and the assertion of the claim must occur during the validity of the insurance.

If discrimination is caused by **negligent omission**, it is deemed to have occurred on the day the omitted action should have been taken to prevent the damage.

b) Retroactive Coverage for Pre-contractual Discrimination

Coverage also applies to discrimination that occurred **within one year prior to the start of the contract**, provided the policyholder **was not aware** of such discrimination at the time the contract was concluded.

c) Reporting Period After Contract Termination

Coverage includes claims based on discrimination that occurred **before the end of the contract** and are asserted and reported to the insurer **within one year after contract termination**.

d) Precautionary Notification of Potential Claims

The policyholder may notify the insurer during the contract term of **specific circumstances** that make a claim **reasonably likely**.

If a claim is later made based on the reported circumstance **within one year**, it is considered to have been made **at the time of the notification**.

A1-6.20.4 Insurance Sums and Deductibles

The insurance sum for damages due to discrimination is the amount stated in the **insurance certificate or its endorsements**.

This sum represents the **maximum compensation** for all insurance events in a policy year.

It is counted against the **general insurance sum per event** and the **annual maximum compensation**.

The policyholder must contribute a **deductible** per insurance event, as specified in the insurance certificate or its endorsements.

A1-6.20.5 Exclusions from Coverage

a) Insurance claims by individuals who caused the damage through **knowing violations of law, regulation, resolution, authority, or instruction**, or other **intentional breaches of duty**.

Actions or omissions committed **without the knowledge** of the policyholder and/or co-insured persons are **not attributed** to them.

Clause **A1-2.3** does not apply.

b) Claims for **compensation and/or damages of a punitive nature**; this includes **penalties, fines, administrative or coercive fines** imposed on the policyholder or co-insured persons.

c) Claims for:

- › salary,
- › retroactive wage payments, pensions, retirement benefits, company pension schemes,
- › severance payments in connection with the termination of employment and social plans,
- › claims arising from personal injuries that qualify as **workplace accidents or occupational diseases** within the policyholder's business under the **German Social Code (SGB) VII**.

A1-6.21 Key Losses (Loss of Third-Party Keys)

A1-6.21.1 Loss of Third-Party Private Keys

a) Covered is the legal liability arising from the loss of:

- › private door keys, e.g., loss of a key to a rented apartment or hotel room (including master/main keys for a central locking system);
 - › keys provided to the policyholder in the context of **club membership or voluntary work** – as per A1-6.2;
- In the **Basic tariff**, compensation is limited to **EUR 100,000 per claim**.
- › applies only to the **Premium tariff**:
 - › third-party private **vehicle keys**,
 - › third-party private **safe and furniture keys**.

Key cards for electronic locks and remote controls (transponders) are treated as keys.

Coverage applies **only if the key(s) were lawfully in the possession** of the policyholder.

Insurance covers legal liability claims for the **costs of necessary replacement of locks and locking systems, temporary security measures** (e.g., emergency locks), and **property protection for up to 14 days** from the date the loss was discovered.

For condominium owners, liability claims from the **community of apartment owners** are covered.

However, coverage does **not extend to the co-ownership share** of the communal property.

Premium tariff only: Consequential damages due to key loss are also covered up to **EUR 10,000 per claim**.

b) Excluded are liability claims arising from the **loss of other keys to movable items**.

A1-6.21.2 Loss of Third-Party Professional Keys

a) Covered is the legal liability arising from the loss of keys provided to the policyholder by an employer/superior in the context of **professional, official, or occupational activities**.

In the **Basic tariff**, compensation is limited to **EUR 100,000 per claim**.

Key cards are treated as keys.

Coverage applies **only if the key(s) were lawfully in the possession** of the policyholder.

Insurance covers legal liability claims for the **costs of necessary replacement of locks and locking systems, temporary security measures** (e.g., emergency locks), and **property protection for up to 14 days** from the date the loss was discovered.

At the policyholder's request, damages will also be compensated **even if no legal liability exists**, for example, if the policyholder or a co-insured person is **not liable under employee liability principles**.

b) Excluded are liability claims arising from:

- › **consequential damages** due to key loss (e.g., burglary);
- › loss of **safe and furniture keys**;
- › loss of **other keys to movable items**;
- › loss of keys to **buildings, apartments, rooms, or garages** whose management (e.g., administration, security, property protection) is or was part of the policyholder's **commercial, operational, or professional activity**.

However, coverage applies **if no other insurance protection can be obtained**.

A1-6.22 Participation in Internships and Holiday Jobs

Covered is the policyholder's legal liability for damages arising from **participation in internships and holiday jobs**.

Excluded are liability claims for damages caused by **professional activities**.

A1-6.23 Participation in Practical Training

Covered is the policyholder's legal liability for damages arising from **participation in practical training** at a **vocational school, comprehensive school, college, or university**.

Also covered is legal liability for damages to **teaching equipment, training machines, and laboratory devices** of such institutions, up to **EUR 1,000,000 per claim**.

A1-6.24 Liability Claims from Employers/Superiors or Colleagues (Applies only to the Premium tariff)

Covered is the policyholder's legal liability for **property damage** directly caused to the **employer/superior or colleagues** through **work-related or contractually obligated activities**. Coverage is limited to **EUR 10,000 per claim**. Excluded from coverage are liability claims for damages to **land, air, and water vehicles**.

A1-6.25 Damages from Acts of Courtesy

Covered – partially deviating from A1-3.3 – are liability claims against the policyholder for **property damage caused by acts of courtesy**. However, **professional activities** and **paid services** performed by the policyholder are excluded from coverage. At the policyholder's request, the insurer waives the defense of **lack of fault**, even if the policyholder caused but did not negligently or intentionally cause the damage. This waiver does **not apply** if the injured party can obtain compensation from another **property insurer** or **social insurance provider**, in accordance with **§ 117 (4) VVG**. Any **contributory negligence** by the injured party will be taken into account.

A1-6.26 Damages Caused by Legally Incapable Persons

Covered are damages caused by **co-insured persons who are legally incapable of committing a tort**. The insurer will not invoke the **legal incapacity under §§ 827 and 828 BGB**, if the policyholder requests this and **no other insurer** (e.g., social insurance provider, comprehensive insurer) is liable. The insurer reserves the right to **recourse claims** against liable third parties (e.g., guardians), **unless they are insured under this contract**.

A1-6.27 Own Property Damage Caused by Legally Incapable Grandchildren (Applies only to the Premium tariff)

Covered – in deviation from A1-3.1 – is damage to the **policyholder's own property** caused by **legally incapable grandchildren**. Coverage is provided up to **EUR 1,000 per claim** within the policy limit. The insurer is liable **only if the policyholder is not at fault** and **cannot obtain compensation** from another property insurer or social insurance provider. In particular, any **existing private liability insurance of the grandchildren's parents** takes precedence.

A1-6.28 Childcare Activities (Daycare, Babysitting, Au-pair)

- a) Covered is the legal liability from activities as a **daycare provider (mother, father, or parents), babysitter, or au-pair**, especially from **supervisory duties** for minors cared for in the policyholder's household or the child's household, including outside the home (e.g., during play, excursions).
- b) **Exklusiv and Premium tariffs only**: Coverage also applies if the activity is **professional** and conducted **within Germany**, regardless of the number of children cared for, up to a **limit of EUR 10,000,000** for personal injury, property damage, and financial loss. **Excluded** is the activity in **institutions** such as kindergartens, daycare centers, or similar facilities.
- c) Also covered is the **similar legal liability of the children** under care during their time with the caregiver. If the child is covered under **another liability insurance**, coverage under this contract **ceases**.
- d) Covered – partially deviating from A1-7.3 and A1-7.4 – are liability claims:
 - › **between children under care** (unless they are siblings),
 - › **from children under care against caregivers and their own children**,
for **personal injury**.
- e) **Excluded** are claims for **loss of items or money** belonging to the children under care.

A1-6.29 Self-Employed Secondary Activities (Applies only to Exklusiv and Premium tariffs)

Covered is the policyholder's legal liability from the following **self-employed secondary activities** within Germany, up to a **limit of EUR 10,000,000** for personal injury, property damage, and financial loss:

- › Entertainers
- › Collection points for group orders
- › Alteration tailoring, embroidery
- › Data and text entry
- › Photographers
- › Hairdressers

Additional Self-Employed Secondary Activities Covered

(Applies only to Exklusiv and Premium tariffs)

Covered are the policyholder's legal liability from the following **self-employed secondary activities** within Germany, up to a **limit of EUR 10,000,000** for personal injury, property damage, and financial loss:

- › Fitness trainers
- › Trade in household cleaning products, goods, appliances, and tableware
- › Cosmetic trade (excluding manufacturing)
- › Artisans, potters
- › Market and opinion research
- › Music teachers
- › Private tutors
- › Souvenir and jewelry trade
- › Language teachers
- › Pet care
- › Translators
- › Gardeners (garden maintenance)
- › Senior care – excluding nursing
- › Lecturers
- › Domestic helpers
- › Promotion/hostess services
- › Influencers

A1-6.29.2 Conditions for Coverage

- › The activity must be a **self-employed secondary occupation** carried out during the policyholder's **leisure time**; the **main livelihood** must be earned elsewhere.
- › The activity must be conducted **in/from the policyholder's own residence or single-family home**. A **separate business property** must not exist. A **storage area** within the home or on the property is not considered a separate business property.
- › **No personnel** may be employed.
- › The **annual turnover** in the **12 months prior to the damage event** must not exceed:
 - › **EUR 6,000** in the **Exklusiv tariff**
 - › **EUR 22,000** in the **Premium tariff**

If the turnover exceeds these limits, the insurer is **released from the obligation to provide benefits**.

If these conditions are **not met or no longer met**, **no insurance coverage** exists for damages related to the secondary activity.

The provisions in **A1-8 (Increase and Expansion of Insured Risk)** and **A1-9 (Contingency Insurance)** do not apply.

A1-6.29.3 Additional Coverage

Also covered is the policyholder's legal liability from activities conducted:

- › on third-party premises,
- › at trade fairs and exhibitions,
- › during demonstrations of business products,
- › and from the operation of advertising installations.

Exclusions under A1-6.29

No coverage is provided for claims:

- › for damage to third-party property and resulting financial losses, if:
- › the damage was caused by **commercial or professional activity** involving the property (e.g., processing, repair, transport, inspection); for **immovable property**, this exclusion applies only if the property or parts of it were **directly affected** by the activity;
- › the damage resulted from the **use of the property** for the policyholder's commercial or professional activity (e.g., as tools, aids, storage surfaces); for **immovable property**, this exclusion applies only if the property or parts of it were **directly affected** by the use;
- › the damage occurred during commercial or professional activity and the property or its parts were **within the immediate area of influence** of the activity; this exclusion does **not apply** if the policyholder proves that **appropriate protective measures** were clearly taken at the time to prevent damage;
- › for **financial losses**;
- › for damages arising from **risks not consistent with the nature of a secondary self-employed activity**;
- › for damages caused by the policyholder, a co-insured person, or someone appointed by them through the **use of motor vehicles, trailers, aircraft, or watercraft**, or if they are held liable as **owners or possessors** of such vehicles;
- › for personal injury caused by **medicines** distributed to consumers under the scope of the **Medicinal Products Act (AMG)**, for which the policyholder must arrange coverage as a **pharmaceutical entrepreneur** under AMG;
- › from the **transfer of self-propelled work machines** or the **provision of power to third parties**;
- › from the **manufacture, processing, transport, or wholesale storage of explosives**, or from **firework displays**;
- › for **mining damages** (as defined in § 114 BBergG), especially damage to land, its components, and accessories;
- › for damages during **mining operations** under § 114 BBergG caused by **explosive gases, water or carbon dioxide intrusions, or coal dust explosions**;
- › for damages to **consignment goods**;
- › from **alteration of groundwater conditions**.

Further Exclusions from Coverage

No insurance coverage is provided for claims arising from:

- › **ownership and operation of facilities** for the **storage and/or transport of water-polluting substances**, including risks related to **wastewater systems and environmental impact**;
- › **compensation of a punitive nature**, especially **punitive or exemplary damages**;
- › claims under **Articles 1792 ff.** and related **recourse claims under Article 1147 of the French Code Civil**, or similar provisions in other countries.

A1-6.30 Premium Waiver in Case of Unemployment

(Applies only to the Premium tariff)

If the policyholder becomes **unemployed through no fault of their own** during the insurance period and:

- › has been **fully employed for at least 12 months**,
- › the unemployment lasts for **at least 1 month**,
- › is **no longer engaged in paid employment**,
- › is **registered as unemployed** with the **Federal Employment Agency**,
- › and the **premium for this contract has been paid**,

then the contract will be **exempt from premium payments** for the duration of unemployment, up to a maximum of **12 months**. The premium exemption ends at the beginning of the month in which unemployment ends. **Self-employed individuals** are considered unemployed if they have **involuntarily and not temporarily ceased their self-employment**, except due to incapacity (e.g., insolvency).

The **start and end of unemployment** must be reported to the insurer **immediately**.

A1-6.31 Replacement Value Compensation

(Applies only to the Premium tariff)

At the policyholder's request, the insurer will compensate **property damage at replacement value**.

Additionally, the insurer will cover the **difference between replacement value and current value** if the policyholder suffers damage caused by a third party during the contract period and the third party's liability insurer settles the claim **at current value**.

If a claim is settled at current value under the **loss of receivables coverage (A3)**, this rule applies accordingly.

The **maximum compensation** is **EUR 5,000 per claim and per insurance year**.

The damaged/destroyed item must be **no older than 24 months** from the date of purchase at the time of damage.

The **policyholder must provide proof of purchase date**. If this cannot be proven, only **current value compensation** is granted.

Exclusions from replacement value compensation apply to damages to:

- a) mobile communication devices of any kind (e.g., mobile phones, pagers);
- b) computers of any kind, including portable systems (e.g., laptops, tablets);
- c) film and photo cameras;
- d) portable music or video playback devices (e.g., MP3 players, CD players);
- e) eyeglasses of any kind.

A1-6.32 Victim Assistance

(Applies only to the Premium tariff)

A1-6.32.1 Scope of Victim Assistance

Covered is the case where a person insured under this contract becomes a **victim of a violent crime** under **§ 1 (1) and (2) of the Victim Compensation Act (OEG)** during the insurance period and:

- › suffers **physical (not psychological) injury**, and
- › the **perpetrator could not be identified**.

Benefits under the OEG may be claimed by anyone who suffers health damage due to an **intentional unlawful act of violence**, including those injured while **lawfully defending against such an act**.

A1-6.32.2 Insured Persons

Eligible persons include:

- › the policyholder;
- › persons co-insured under **A1-2.1.1 to A1-2.1.9**.

A1-6.32.3 Conditions for Benefits

Benefits are provided **only if** the insured person has been granted **compensation under the OEG**, in accordance with **§§ 30 to 34 of the Federal Pensions Act (BVG)** (approval notice required).

A1-6.32.4 Scope of Victim Assistance

The insurer will pay the amount resulting from the **capitalization of the approved benefits** under **§§ 30 to 34 BVG** for a period of **3 years**, up to a maximum of **EUR 50,000**.

A1-6.32.5 Exclusions

No coverage is provided for:

- › damages from **physical attacks involving motor vehicles or trailers**;
- › damages related to the insured person's **participation in criminal acts**;
- › **primary and secondary psychological damages**.

A1-6.32.6 Time Limitation of Coverage

Coverage applies to claims that **occur during the validity of the victim assistance insurance**.

A1-6.32.6 Time Limitation of Coverage

Coverage applies to insurance claims:

- › that occurred during the validity of the victim assistance insurance, and
- › were reported to the insurer **no later than 2 years after the end of the insurance**, along with the **approval notice**.

A1-6.32.7 Psychological Support

a) Coverage applies if an **insured person** becomes a **victim of a violent act** during the validity of the personal liability insurance and suffers **psychological harm** as a result of **physical injury**.

Benefits may be claimed by anyone who has suffered psychological harm due to:

- › an **intentional, unlawful, physical attack** by a third party, or
- › other **physical impact** by a third party that, due to its intensity, is capable of impairing free will or decision-making.

Benefits also apply to those who suffer health damage while **lawfully defending against a violent act**.

A conviction of the perpetrator is not required.

b) After a violent act, the insured person may receive **psychological support** to process the incident, provided a psychologist certifies that such treatment is appropriate.

The insurer covers the cost of **up to 10 sessions** with a psychologist or psychotherapist.

c) Exclusions:

No coverage is provided for:

- › harm caused by **domestic violence**;
- › harm caused **between insured persons**.

No benefit is granted if the insured person is entitled to **equivalent benefits** from a **social insurance provider** or **private health insurance**, regardless of whether those benefits are claimed.

d) Coverage applies to claims that occurred during the validity of the personal liability insurance and if **treatment begins within 6 months** of the violent act.

A1-6.33 Waiver of Contributory Negligence Deduction

(Applies only to the Premium tariff)

At the policyholder's request, the insurer waives the deduction for **contributory negligence or shared responsibility** of the injured party under **§ 254 BGB**, for damages **up to EUR 500**.

A1-7 General Exclusions

Unless explicitly stated otherwise in the insurance certificate or its endorsements, the following are excluded from coverage:

A1-7.1 Intentionally Caused Damages

Excluded are insurance claims by any person who **intentionally caused the damage**.

Clause **A1-2.3** does not apply.

A1-7.2 Knowledge of Defects or Harmfulness of Products, Work, or Services

Excluded are insurance claims by any person who caused the damage by knowingly:

- › placing **defective or harmful products** on the market, or
- › performing **defective or harmful work or services**.

Clause **A1-2.3** does not apply.

A1-7.3 Claims Between Insured Parties

Excluded are claims:

- a) by the **policyholder** or persons named in **A1-7.4** against **co-insured persons**;
- b) **between multiple policyholders** under the same insurance contract;
- c) **between multiple co-insured persons** under the same insurance contract.

These exclusions also apply to claims by **relatives** of the above-mentioned persons who **live in the same household**.

A1-7.4 Claims from Relatives and Economically Connected Persons

Excluded are claims against the policyholder:

a) from **relatives living in the same household** or those **co-insured under the contract**.

Relatives include:

› spouses, registered partners under the German Civil Partnership Act or equivalent partnerships under foreign law,

› parents and children,

› adoptive parents and children,

› in-laws,

› stepparents and stepchildren,

› grandparents and grandchildren,

› siblings,

› foster parents and children (persons connected by a long-term, family-like relationship).

b) from **legal representatives or guardians**, if the policyholder is **incapacitated, partially incapacitated, or under guardianship**;

c) from **legal representatives**, if the policyholder is a **legal entity** under private or public law or a **non-legal association**;

d) from **personally liable partners**, if the policyholder is a **general partnership (OHG), limited partnership (KG), or civil law partnership (GbR)**.

e) **Claims from partners, if the policyholder is a registered partnership company;**

f) **Claims from liquidators, court-appointed administrators, or insolvency administrators.**

The exclusions under **b) to f)** also apply to claims from **relatives of these persons**, if they **live in the same household**.

A1-7.5 Leasing, Renting, Borrowing, Unlawful Possession, Special Custody Agreements

Excluded are claims for **damage to third-party property** and any resulting **financial losses**, if the policyholder or their authorized representative or agent:

› leased, rented, borrowed, unlawfully obtained, or

› held the property under a **special custody agreement**.

A1-7.6 Damage to Manufactured or Delivered Goods, Work, and Services

Excluded are claims for damage to goods, work, or services **manufactured or delivered by the policyholder**, due to a cause inherent in the **manufacturing, delivery, or performance**, including all resulting financial losses.

This applies even if the cause of damage lies in a **defective component** or **partial service** that leads to damage or destruction of the entire item or service.

This exclusion also applies if **third parties** manufacture or deliver the goods or perform the work or services **on behalf of or for the account of the policyholder**.

A1-7.7 Asbestos

Excluded are claims for damages caused by **asbestos, asbestos-containing substances, or products**.

A1-7.8 Genetic Engineering

Excluded are claims for damages resulting from:

a) **genetic engineering activities**,

b) **genetically modified organisms (GMOs)**,

c) products that:

› contain components from GMOs,

› are produced from or with the help of GMOs.

A1-7.9 – Not Assigned –

A1-7.10 Hostility, Harassment, Discrimination

Excluded are claims for damages resulting from **hostility, harassment, unequal treatment**, or other forms of **discrimination**.

A1-7.11 Transmission of Diseases

Excluded are claims for:

- a) **personal injury** resulting from the **transmission of a disease** by the policyholder;
- b) **property damage** caused by disease in **animals owned, kept, or sold** by the policyholder.

In both cases, coverage applies **only if the policyholder proves** they acted **neither intentionally nor with gross negligence**.

A1-7.12 Subsidence, Landslides, Flooding

Excluded are claims for **property damage** and resulting **financial losses** caused by:

- a) **subsidence of land** or **landslides**;
- b) **flooding of standing** or **flowing waters**.

A1-7.13 Radiation

Excluded are claims for damages directly or indirectly related to **high-energy ionizing radiation** (e.g., radiation from **radioactive substances** or **X-rays**).

A1-7.14 Motor Vehicles and Trailers

Excluded are claims against the **owner, possessor, keeper, or driver** of a **motor vehicle or trailer** for damages caused by the **use of the vehicle**.

Clause **A1-2.3** does not apply.

A1-7.15 Unusual and Dangerous Activities

Excluded are insurance claims from any person for damages caused by **unusual and dangerous activities**.

Clause **A1-2.3** does not apply.

A1-8 Changes to the Insured Risk (Increases and Expansions)

A1-8.1

Also covered is the policyholder's legal liability arising from **increases or expansions of the insured risk**.

This does **not apply** to:

- › risks from the **ownership or use of motor vehicles, aircraft, or watercraft** subject to mandatory insurance, or
- › other risks subject to **mandatory insurance or coverage requirements**.

A1-8.2

Also covered are **increases in the insured risk** due to **changes in existing laws or the enactment of new legal provisions**.

In such cases, the insurer has the right to **terminate the insurance contract** with **one month's notice**.

This right expires if not exercised **within one month** from the date the insurer becomes aware of the increase.

A1-9 Newly Arising Risks (Contingency Insurance)

A1-9.1

Within the scope of the existing contract, the policyholder's legal liability for **risks that arise after the conclusion of the insurance contract** is **immediately covered**. The policyholder is obliged to **report any new risk within one month** upon request by the insurer. This request may also be included with the premium invoice. If the policyholder fails to report the new risk in time, **coverage for the new risk**

retroactively ceases from the time it arose.

If a claim occurs before the new risk is reported, the policyholder must **prove** that the risk arose **after the contract was concluded** and **before the reporting deadline expired**.

The insurer is entitled to demand an **appropriate premium** for the new risk. If no agreement on the premium is reached **within one month** of the notification, coverage for the new risk **retroactively ceases** from the time it arose.

A1-9.2

Coverage for new risks is limited to **EUR 10,000,000** for **personal injury, property damage, and financial loss** from the time the risk arises until an agreement is reached as per A1-9.1 paragraph 4.

A1-9.3

This contingency insurance does **not apply** to:

- a) Risks from the **ownership, possession, keeping, or operation of motor vehicles, aircraft, or watercraft**, if these are subject to **registration, licensing, or mandatory insurance**;
- b) Risks from the **ownership, possession, operation, or driving of railways**;
- c) Risks subject to **mandatory insurance or coverage requirements**, except for **dogs subject to mandatory insurance**. The following dog breeds and their crossbreeds/mixes are excluded:

- › (American) Pitbull Terrier
- › Alano Español
- › American Bulldog
- › American Staffordshire Terrier
- › Bandog
- › Bullmastiff
- › Bullterrier
- › Cane Corso
- › Dogo Argentino
- › Dogue de Bordeaux
- › Fila Brasileiro
- › Kangal
- › Mastiff
- › Mastin Español
- › Mastino Napoletano
- › Rottweiler
- › Staffordshire Bullterrier
- › Tosa-Inu

- d) Risks that will exist for **less than one year** and are therefore to be insured under **short-term insurance contracts**;

- e) Risks from **commercial, professional, official, or governmental activities**;

- f) Risks related to **geothermal systems** constructed or operated using **drilling methods**.

A1-10 Extended Coverage After Death of the Policyholder

A1-10.1

If the conditions for co-insurance under **A1-2.1.1 to A1-2.1.9** cease to apply because:

- a) the policyholder has died;
 - b) the marriage has been legally dissolved;
 - c) the registered partnership has been legally terminated;
 - d) the shared household has ended; or
 - e) children have reached adulthood, married, or completed their education,
- then **extended coverage** applies until the **next main premium due date**, but for **at least 6 months**.

If no new personal liability insurance is applied for with **INTER Allgemeine Versicherung AG** by then, the extended coverage **retroactively ceases**.

A1-10.2

If, upon the death of the policyholder, the **next premium invoice is paid** by the **surviving spouse or registered partner**, that person becomes the **new policyholder**.

A1-11 Special Contract Types

A1-11.1 Single Tariff (Single Person)

If a single tariff is agreed, the following applies:

- a) Coverage applies **Exklusivly to the personal legal liability** of the policyholder as an **individual**.
- b) The provisions regarding co-insured persons under **A1-2.1.1 to A1-2.1.9** and **A1-6.2** (regarding supervised persons) **do not apply** to this contract.
- c) **Changes in marital status** must be reported to the insurer. The provisions on **increases and expansions of insured risks** under **A1-8** apply.

A1-11.2 Couple Tariff

If a couple tariff is agreed, the following applies:

- a) Coverage applies **Exklusivly to the personal legal liability** of the insured couple.

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Hier ist die englische Übersetzung des letzten Abschnitts Ihrer Versicherungsbedingungen:

A1-11.2 Couple Tariff (continued)

- a) Coverage applies **Exklusivly to the personal legal liability** of the **policyholder**, as well as their **spouse, registered partner, or partner in a non-marital cohabitation** living in the same household.
- b) The provisions regarding additional co-insured persons under:
 - › A1-2.1.2 to A1-2.1.3,
 - › A1-2.1.4 (regarding the partner's children),
 - › A1-2.1.5 to A1-2.1.9,
 - › A1-6.2 (regarding supervised persons)do **not apply** to this contract.
- c) Changes in marital status must be reported to the insurer. The provisions regarding **increases and expansions of insured risks** under **A1-8** apply.

A1-11.3 Single with Child Tariff

If the "Single with Child" tariff is agreed, the following applies:

- a) Coverage applies **Exklusivly to the personal legal liability** of the **policyholder** and their **children** as defined in **A1-2.1.2 and A1-2.1.3**.
- b) The provisions regarding additional co-insured persons under:
 - › A1-2.1.1 (spouse),
 - › A1-2.1.4 to A1-2.1.9,
 - › A1-6.2 (supervised persons)do **not apply** to this contract.
- c) Changes in marital status must be reported to the insurer. The provisions regarding **increases and expansions of insured risks** under **A1-8** apply.

Section A2 – Special Environmental Risks

Coverage for **water damage** – deviating from **A1-6.4** – and for damages under the **Environmental Damage Act (USchadG)** is provided within the scope of Section A1 and the following conditions.

For legal liability of a private nature due to **environmental impacts (general environmental risk)**, see **A1-6.4**.

A2-1 Water Damage (excluding facility risk)

A2-1.1 Scope of Coverage

Covered is the policyholder's legal liability for **direct or indirect consequences** of adverse changes in the **water quality of a body of water**, including **groundwater** (water damage).

Financial losses are treated as property damage.

If the water damage results from the **storage of water-polluting substances** in facilities operated by the policyholder, coverage applies **only to facilities with a capacity of up to 150 liters/kilograms per container**, provided the **total capacity does not exceed 1,500 liters/kilograms**.

If these limits are exceeded, coverage ceases and the provisions of **contingency insurance (A1-9)** apply.

A2-1.2 Rescue Costs

The insurer covers:

- › expenses, including unsuccessful ones, that the policyholder deemed necessary to prevent or mitigate damage (rescue costs), and
- › out-of-court expert fees.

Rescue costs arise when the occurrence of damage was considered unavoidable without intervention.

Coverage applies only if **rescue and expert costs together do not exceed the insured sum for property damage**. If rescue and expert costs are incurred **at the insurer's instruction**, they are covered even if they **exceed the insured sum**. Approval by the insurer of actions taken by the policyholder or third parties does **not count as instruction**.

A2-1.3 Exclusions

a) Excluded are claims by persons who caused the damage through **intentional violations** of laws, regulations, or official orders related to **water protection**.

Clause **A1-2.3** does not apply.

b) Excluded are claims for damages **proven to result from**:

- › **war events**, hostile actions, riots, civil unrest, general strikes, illegal strikes, or
- › **official orders or measures**.

The same applies to damages caused by **force majeure**, especially **elemental natural forces**.

A2-2 Water Damage (Facility Risk)

(Applies only to Exklusiv and Premium tariffs)

A2-2.1 Insured Properties and Activities (Insured Risk)

Covered is the policyholder's legal liability under the following conditions:

- a) As **owner of heating oil tanks**, without limitation on total capacity, located on properties listed in **A1-6.3.1**;
- b) For facilities listed in the **insurance certificate and its endorsements** used for storing water-polluting substances.

A2-2.1 Continued – Facility Risk for Water Damage

Covered is the policyholder's legal liability for **direct or indirect consequences** (personal injury, property damage, and financial loss) of **adverse changes in the water quality** of a body of water, including **groundwater**, resulting from the **storage and use of water-polluting substances** in the insured facilities.

A2-2.2 Co-Insured Persons

- a) Covered is the legal liability of persons **contracted by the policyholder** via employment agreement for the **management, cleaning, lighting, and other maintenance** of the insured properties, if they are held liable in connection with these duties.
- b) Excluded are liability claims for **personal injuries** that qualify as **workplace accidents or occupational diseases** under the **German Social Code VII (SGB VII)**. The same applies to **official service accidents** under civil service law affecting members of the same agency.

A2-2.3 Limitation of Benefits (Insurance Sum)

The insurer's compensation per claim is limited to the **agreed insurance sum**, regardless of whether the damage involves **personal injury, property damage, or financial loss**. This also applies if **multiple liable parties** are covered under the policy.

A2-2.4 Rescue Costs

a) Covered are expenses, including unsuccessful ones, that the policyholder deemed necessary to **prevent or mitigate damage** (rescue costs), as well as **out-of-court expert fees**. These costs are covered **only if they, together with the compensation, do not exceed the agreed insurance sum**.

Court and attorney fees are governed by **A1-5**.

b) Rescue and expert costs incurred **at the insurer's instruction** are covered **even if they exceed the agreed insurance sum**.

Approval by the insurer of actions taken by the policyholder or third parties does **not count as instruction**.

A2-2.5 Own Property Damage

Covered – in deviation from **A1-3.1** – are damages to the **policyholder's immovable property**, even if **no water damage occurs or is imminent**, caused by the **unintended release of water-polluting substances** from the facility.

The insurer covers the **restoration costs** to return the property to its **pre-damage condition**.

Any **increase in value** resulting from the restoration is **deducted**.

Damage to the facility itself is excluded.

A2-2.6 Common Hazards

Excluded are obligations or claims for damages **proven to result from**:

a) **war events**, hostile actions, riots, civil unrest, general strikes, illegal strikes;

b) **official orders or measures**.

The same applies to damages caused by **force majeure**, especially **elemental natural forces**.

A2-2.7 Intentional Violation of Legal Provisions

Excluded are insurance claims by persons who caused the damage by **intentionally violating laws, regulations, or official orders** directed at the policyholder that serve **water protection purposes**.

Clause **A1-2.3** does not apply.

A2-3 Remediation of Environmental Damage under the Environmental Damage Act (USchadG)

An environmental damage under the **Environmental Damage Act (USchadG)** includes:

a) Damage to **protected species and natural habitats**;

b) Damage to **water bodies**, including **groundwater**;

c) Damage to **soil**.

A2-3.1 Scope of Coverage

Covered – in deviation from **A1-3.1** – are **public law obligations or claims** against the policyholder for the **remediation of environmental damage** under the USchadG, provided that during the validity of the insurance contract:

› the damaging emissions occurred **suddenly, accidentally, and unintentionally**, or

› the damage occurred **suddenly, accidentally, and unintentionally**.

Coverage also applies **without such an incident** if the environmental damage results from the **storage, use, or handling of third-party products**, **Exklusivly** due to a **design, manufacturing, or instruction error**.

However, **no coverage** is provided if the error **could not have been identified** at the time the product was placed on the market, based on the **state of science and technology** (development risk).

Also covered are obligations or claims against the policyholder for **environmental damage to owned, rented, leased, or borrowed properties**, provided these properties are **covered under this contract**.

A2-3.2 Abroad

Covered are claims within the scope of **A1-6.16** that occur within the **jurisdiction of the EU Environmental Liability Directive (2004/35/EC)**.

A2-3.2 Foreign Jurisdictions

Also covered are obligations or claims against the policyholder under **national implementation laws of other EU member states**, provided these obligations or claims **do not exceed the scope** of the aforementioned **EU Directive (2004/35/EC)**.

A2-3.3 Exclusions

- a) Excluded are insurance claims by persons who caused the damage by **intentionally violating laws, regulations, or official orders** directed at the policyholder that serve **environmental protection purposes**. Clause **A1-2.3** does not apply.
- b) Excluded are obligations or claims for damages:
- › resulting from **unavoidable, necessary, or knowingly accepted environmental impacts**;
 - › for which the policyholder has or could have obtained coverage under **another insurance contract** (e.g., water pollution liability insurance).

A2-3.4 Insurance Sum

The **insurance sum per claim** is **EUR 5,000,000**, which also represents the **maximum compensation for all claims within one insurance year**.

This amount is counted against the **general insurance sum per claim** and the **annual maximum compensation**.

Section A3 – Claims Default Risk

A3-1 Scope of Claims Default Coverage

*A3-1.1 Coverage applies if the **policyholder or a co-insured person under A1-2** is harmed by a **third party** during the validity of the insurance (insured event), under the following conditions:*

- › *The third party liable for damages **cannot fulfill their obligation** fully or partially due to **proven insolvency or inability to pay**, and*
- › ***Enforcement of the claim has failed**.*

An insured event is an incident resulting in **personal injury, property damage, or consequential financial loss**, for which the third party is **legally liable under private law**.

*A3-1.2 The insurer is **liable to the extent that the third party would have been covered** under the terms of the policyholder's personal liability insurance.*

*Therefore, the **risk descriptions and exclusions** applicable to the policyholder also apply to the third party. In particular, **no coverage** is provided if the third party caused the damage **in the course of their professional or commercial activity**.*

A3-1.3 Co-Insured Events

- a) In deviation from **A1-7.1**, damages caused by **intentional acts** of the third party are covered.
- b) In deviation from **A1-6.9**, legal liability claims against third parties as **private owners of dogs or horses** are covered.
- c) In deviation from **A1-7.14**, damages caused by third parties as **owners, possessors, keepers, or drivers of motor vehicles** are covered.

A3-2 Conditions for Benefits

The insurer is liable to the policyholder or a co-insured person under A1-2 if:

A3-2.1 The claim has been established by a **final court judgment** or **enforceable settlement** before a **civil court** in Germany or another **EU member state, Switzerland, United Kingdom, Norway, Iceland, or Liechtenstein**. Acknowledgment judgments, default judgments, and court settlements from these countries are binding **only if the claim would have existed without such a title**.

A3-2.2 The third party is **insolvent or unable to pay**. This is proven if:

- › **Enforcement measures** did not result in full satisfaction;
- › Enforcement is deemed **futile**, e.g., the third party has submitted a **statement of assets** within the last three years;
- › An **insolvency proceeding** against the third party did not result in full satisfaction or was **rejected due to lack of assets**.

A3-2.3 The **claim against the third party is assigned** to the insurer **up to the amount of the insurance benefit**, and the **enforceable copy of the judgment or settlement** is handed over.

The policyholder must **assist in transferring the title** to the insurer.

A3-2.4 The policyholder or co-insured person has **truthfully and thoroughly provided information** about the insured event and has **kept the insurer informed** of all correspondence or handed it over upon request.

If this obligation is violated, clause **B3-3.3** applies accordingly.

A3-3 Scope of Claims Default Coverage

A3-3.1 Coverage is provided up to the amount of the enforceable claim.

A3-3.2 The insurer's compensation per claim is limited to the insurance sums specified in the policy certificate and its endorsements. **This applies even if multiple liable parties are covered under the policy.**

A3-3.3 Applies only to the Basic tariff: No coverage is provided for damages up to EUR 2,500.

A3-3.4 The liable third party has no rights under this contract.

A3-4 Special Exclusions for Claims Default Coverage

A3-4.1 The insurer does not provide compensation for:

a) Default interest, contractual penalties, legal enforcement costs (**e.g., court and out-of-court costs for pursuing the claim or enforcement costs**).

(For Premium tariff, see A3-5 Special Legal Protection for Compensation Claims)

b) Claims arising from **statutory or contractual subrogation**;

c) Claims based on the failure to raise **valid objections or legal remedies** in time;

d) Claims for damages that are already covered by:

- › another **insurance contract** (e.g., the policyholder's property insurance), or
- › a **social insurance provider or welfare agency**, including **recourse or participation claims** from third parties;

e) Claims causally related to **nuclear or genetic damage, war, riots, civil unrest, strikes, lockouts, or earthquakes**.

A3-5 Special Legal Protection for Compensation Claims

(Applies only to the Premium tariff)

A3-5.1 Insured Persons Covered are the policyholder and all co-insured persons **under this personal liability insurance**.

A3-5.2 Reference to Applicable Conditions If the legal enforcement of a compensation claim **under A3-1 to A3-4** is not covered by another legal protection insurance, **the insurer provides** subsidiary legal protection **under the following conditions**, provided the claim exceeds EUR 2,500.

Coverage begins with the first event that caused the damage, as long as it occurred after the start and before the end of the contract. **If the legal protection case spans a period, the start date is decisive.**

If multiple legal protection cases are involved, the first one is decisive, unless:

- › **it occurred** more than one year before **the start of coverage for the insured item, or**
- › **it has already** ended.

No coverage is provided if the **claim for legal protection is first asserted more than two years after the end of coverage** for the insured item.

If the personal liability insurance ends, **coverage under this special legal protection also ends.**

A3-5.3 Non-Covered Legal Matters

No legal protection is provided for:

- › matters related to the **purchase, sale, planning, or construction of buildings or parts thereof, or mining damage;**
- › disputes **between multiple policyholders or co-insured persons** under the same contract, or **between partners** (married or unmarried) in connection with their relationship, even after its end;
- › matters under **expropriation, zoning, land consolidation, or the German Building Code;**
- › proceedings before **constitutional, supranational, or international courts.**

A3-5.4 Scope of Benefits

The insurer covers the necessary legal costs for:

- › a lawyer acting for the insured, up to the statutory fee of a lawyer located at the competent court;
- › the court, including compensation for **witnesses and experts** summoned by the court, and **bailiff costs;**
- › **travel expenses** of the insured to a foreign court, if their appearance is ordered, up to **EUR 2,600 per case;**
- › costs incurred by the **opposing party**, if the insured is legally obliged to reimburse them;
- › **one enforcement action.**

The **maximum compensation per legal protection case** is **EUR 150,000.**

Payments for the insured and co-insured persons under the same case are **aggregated.**

This also applies to **multiple related cases** that are **temporally and causally connected.**

A3-5.4 Continued – Costs Not Covered by the Insurer

The insurer does **not cover:**

- › Costs incurred in connection with an **amicable settlement**, unless they are proportionate to the outcome sought by the insured compared to the result achieved, unless a different cost allocation is **legally required;**
- › Costs from **enforcement measures initiated more than one year** after the enforceable title becomes final;
- › Costs voluntarily assumed by the policyholder **without legal obligation;**
- › Costs arising from the **fourth or any subsequent enforcement measure** per enforcement title;
- › Costs that would be covered by **another legal protection insurer**, if the **Special Legal Protection for Compensation Claims** did not exist.

Foreign Involvement

In cases involving foreign jurisdictions, the insurer will:

- › Provide **translations** of documents necessary for asserting the insured's legal interests and cover the associated costs;
- › Arrange for a **qualified interpreter** required for asserting the insured's legal interests and cover the interpreter's fees.

A3-5.5 Conduct After a Legal Protection Case Occurs

The insured must:

- › Fully inform the appointed lawyer of the facts, provide evidence, give necessary information, and obtain required documents;
- › Obtain the insurer's **approval before filing lawsuits or appeals**, unless doing so would **unreasonably impair** their interests;
- › Avoid any actions that would **unnecessarily increase costs or complicate reimbursement.**

Any claims by the insured against third parties for reimbursement of costs paid by the insurer are **transferred to the insurer** upon reimbursement.

The insured must provide all necessary documents and **cooperate** with the insurer upon request.

If the insured **violates these obligations**, the insurer may be **released from its obligation to pay**, unless the violation was **neither intentional nor grossly negligent**.

In cases of **intentional or grossly negligent violation**, the insurer remains liable **only if the violation did not affect** the determination of the legal protection case or the scope of the insurer's obligations.

The insurer will **confirm the scope of coverage** for the legal protection case.

If the insured takes legal action **before receiving confirmation**, the insurer will only cover costs that would have been covered **had confirmation been obtained beforehand**.

A3-5.6 Arbitration Clause

A3-5.6.1 *If the insurer denies coverage because:*

a) *The expected legal costs are **grossly disproportionate** to the anticipated success, considering the interests of the insured community; or*

b) *The legal action **lacks sufficient prospects of success**, the insurer must **promptly inform the insured in writing**, stating the reasons.*

A3-5.6.2 *If the insured **disagrees** with the insurer's decision, they may request the **appointed or to-be-appointed lawyer** to issue a **reasoned opinion**, at the insurer's expense, on whether the legal action is **proportionate and has sufficient prospects of success**.*

*This decision is **binding** for both parties unless it **clearly deviates from the actual legal or factual situation**.*

A3-5.6.3 *The insurer may set a **deadline of at least one month** for the insured to provide full and truthful information to the lawyer and submit evidence. If the insured **fails to comply**, coverage **ceases**.*

*The insurer must **explicitly inform the insured** of the consequences of missing the deadline.*

A3-5.7 Risk Carrier for Special Legal Protection for Compensation Claims

The provisions under A3-5.1 to A3-5.6 are part of a **group contract** between INTER Versicherungsgruppe and the **risk carrier** for Special Legal Protection for Compensation Claims.

The **risk carrier** is:

ARAG SE

ARAG Platz 1, 40472 Düsseldorf

Phone: +49 211 98700 700

Fax: +49 211 963 2850

Email: service@arag.de

Section A4 – Guarantee Benefits

A4-1 Waiver of Objection Due to Pre-Contractual Timing in Case of Insurer Change

If, at the time of damage notification, it is unclear whether the insured event occurred during the validity of this insurance or falls under the responsibility of the previous insurer, the insurer will **not reject the claim** due to lack of proof of responsibility. If the insurer and the previous insurer cannot agree on who is responsible, the insurer will **make an advance payment** within the scope of the agreed coverage, provided the benefit would also have been granted under an unchanged previous insurance policy.

This requires the policyholder to **support the insurer in clarifying the facts** and to **assign any related claims against the previous insurer** to the current insurer. If it is later determined that the damage did not fall under the current insurer's responsibility and the previous insurer is also not liable or only partially liable, the insurer may **reclaim any overpaid benefits**. If responsibility remains unclear, the insurer will also cover **any additional benefits** compared to the previous insurance, provided it can be shown that **no signs of a pre-existing claim were present** at the time of contract conclusion.

A4-2 Accidental Breach of Obligations

If the policyholder **fails to fulfill an obligation** or **provides incorrect information due to negligence**, coverage remains in effect **if the breach was accidental** and the obligation was fulfilled **immediately upon realization**. This supplements clause **B3-3.3**.

A4-3 Advisory Process Working Group

(Applies only to Exklusiv and Premium tariffs)

The insurer guarantees that the general terms and conditions of this personal liability insurance **meet the minimum performance standards** recommended by the **Advisory Process Working Group** as of **September 28, 2015**.

A4-4 Performance Guarantee Compared to GDV Model Conditions

(Applies only to Exklusiv and Premium tariffs)

The terms of this insurance contract **deviate only to the advantage of the policyholder** from the model conditions recommended by the **German Insurance Association (GDV)** as of **May 31, 2020**.

A4-5 Future Benefit Improvements – Upgrade Clause

(Applies only to Exklusiv and Premium tariffs)

If the terms of this insurance contract are **changed to the benefit of policyholders** and **without additional premium** for new contracts, the **new terms apply immediately** to this contract as well.

A4-6 Waiver of Withdrawal Due to Pre-Contractual Duty Breach

(Applies only to the Premium tariff)

The insurer waives its right to **withdraw from the contract** due to a **pre-contractual breach of disclosure obligations**, if the breach occurred **more than 3 years ago**.

This is subject to the condition that the contract is **retroactively adjusted accordingly**.

A4-7 Waiver of Termination in First Claim Case

(Applies only to the Premium tariff)

The insurer waives its right to **terminate the insurance contract after the first claim**.

This does **not apply** in cases where the insurer has a termination right under the **Insurance Contract Act (VVG)** due to:

- › breach of obligations, or
- › breach of disclosure duties.

A4-8 Sum and Condition Difference Coverage

(Applies only to the Premium tariff)

The insurer provides coverage for damages **between the application date and the start of the contract**, for a maximum of **12 months**. Coverage applies if and to the extent that the **coverage scope and limits** of this liability insurance **exceed those of an existing policy** with another insurer for the same risk.

The insurer covers the **difference** between the amount payable under this contract and the amount paid by the **previous insurer**. Benefits from the previous insurer's contract are **deducted** from the compensation under this contract. Coverage is limited to the **final net damage**, after deducting any recoveries or third-party payments. If the previous insurer **does not provide benefits due to gaps in conditions**, coverage is provided under this contract **within its terms**. **No coverage** is provided if the previous insurer is **exempt from payment due to unpaid premiums**.

A4-8 Continued – Sum and Condition Difference Coverage

The insurer will not provide coverage if the previous insurer **denied benefits due to a breach of obligations**. This coverage does **not apply to risks not insured** under the existing policy with another insurer.

It also does **not cover differences in insurance sums** between this contract and the one with another insurer.

a) Obligations Upon Occurrence of an Insured Event

The policyholder must:

- › **Report the claim first** to the insurer of the existing policy and assert their claims there;
- › **Notify the current insurer immediately** once informed by the previous insurer that the reported claim is not or not fully covered;
- › Submit the **policy, endorsements, and other relevant documents** to the current insurer.

b) Consequences of Breach of Obligations

If the policyholder breaches any of the obligations listed under a), the insurer may **terminate the contract** or **deny benefits fully or partially**, as described in **B3-3**.

A4-9 Betterment Clause

(Applies only to the Premium tariff)

If, in a specific claim, it is determined that the terms of a previous contract with the same or another insurer are **more favorable** to the policyholder, the insurer will **settle the claim under the previous contract's terms**.

The policyholder must provide the **contract documents** of the previous policy.

This clause is valid for **up to 5 years** from the start of the contract.

It does **not apply** to:

- › Risks that could have been insured with INTER Allgemeine Versicherung AG for an additional premium or require prior approval;
- › Risks for which INTER Allgemeine Versicherung AG has a **binding underwriting exclusion**;
- › Personal coverage for **asbestos without sublimits**;
- › Coverage for facilities under the **German Water Resources Act**.

A4-10 Market Guarantee

(Applies only to the Premium tariff)

If a **German-licensed insurer** offers a personal liability insurance policy with **broader coverage, higher sublimits, or lower deductibles** than INTER Allgemeine Versicherung AG, then INTER will:

- a) **Extend coverage** to include such benefits;
- b) **Increase sublimits** up to the level offered by the other insurer, but **not exceeding the general insurance sum** of this contract;
- c) **Reduce deductibles** to match those of the other insurer, provided they are **not explicitly stated** in the policy and apply **per claim**.

Conditions

- › The policyholder must **provide written proof** of the broader benefits via policy terms;
- › The policyholder must have been **eligible for coverage** by the other insurer;
- › The tariff must be **publicly available**.

The **scope of insured persons** cannot be expanded through the market guarantee.

Exclusions from Market Guarantee Coverage

No coverage is provided for liability claims:

- › arising from **events occurring abroad**;
- › related to **nuclear energy risks**;
- › exceeding **statutory liability**;
- › related to **professional or commercial risks**;
- › caused by **intentional acts**;
- › based on **contractual liability**;
- › for **own damages or costs**;
- › related to the **ownership or use of motor vehicles, aircraft, or watercraft** subject to mandatory insurance;

- › involving risks subject to **mandatory insurance or coverage requirements**;
- › caused by **asbestos or asbestos-containing substances or products**;
- › involving risks that the other insurer only covers for an **additional premium**;
- › involving risks that INTER Allgemeine Versicherung AG would only cover for an **additional premium**.

Also excluded are:

- › **Assistance services**, non-insurance services, and **externally sourced insurance or services**;
- › **Punitive or exemplary damages**;
- › **Cyber coverage** under personal liability insurance;
- › Payments or benefits that would **violate applicable sanctions, bans, or restrictions**, or expose the insurer to **sanction measures**.

Section A5 – Official Liability Risk

If **official and service liability insurance** is explicitly agreed upon in the policy certificate or its endorsements, the following provisions apply **in addition to the General Terms and Conditions for Personal Liability Insurance (AVB PHV)**.

A5-1 Insured Roles and Activities (Insured Risk)

Covered is the legal liability of the **policyholder or insured person named in the policy certificate or its endorsements**, arising from their **official duties as a civil servant, public employee, or worker in the public sector or comparable institutions**.

A5-2 Co-Insured Persons and Relationship Between Insured Parties

A5-2.1 *All contractual provisions applicable to the policyholder also apply to the insured person.*

A5-2.2 *Only the **policyholder** may exercise rights under this insurance contract. Both the **policyholder and the insured person** are responsible for fulfilling obligations.*

A5-3 Insurance Coverage and Insured Event

A5-3.1 *Coverage applies if the policyholder is held liable for damages by a third party under **private law liability provisions**, due to an **insured event** occurring during the validity of the insurance.*

*This includes **personal injury, property damage, or resulting financial loss**, as well as **compensation and recourse claims from the employer**. An insured event is the incident that **directly caused the damage** to the third party. The **time of the act causing the damage** is irrelevant.*

A5-3.2 *No coverage is provided for claims, even if legally based, for:*

- a) fulfillment of contracts, subsequent performance, self-remedy, withdrawal, reduction, or compensation in lieu of performance;*
- b) damages caused to enable subsequent performance;*
- c) loss of use of the contractual object or failure to achieve the intended contractual result;*
- d) reimbursement of futile expenses made in reliance on proper contract fulfillment;*
- e) financial losses due to delay in performance;*
- f) substitute compensation in place of performance.*

A5-3.3 *No coverage is provided for claims that **exceed the scope of statutory liability** due to **contractual agreements or promises**.*

A5-4 Insurance Benefits and Insurer's Authority

A5-4.1 *Coverage includes:*

- › *assessment of liability,*
- › *defense against unjustified claims, and*
- › *indemnification of the policyholder for justified claims.*

Claims are considered justified if the policyholder is legally obligated to compensate based on law, final judgment, acknowledgment, or settlement, and the insurer is bound by this.

Acknowledgments and settlements made **without the insurer's consent** only bind the insurer if the claim

would have existed **without them**.

If the liability is established with binding effect, the insurer must **indemnify the policyholder within two weeks**.

A5-4.2 The insurer is authorized to make **any declarations necessary** for handling the claim or defending against liability claims **on behalf of the policyholder**.

If a legal dispute arises, the insurer is authorized to **conduct the proceedings** at its own expense in the name of the policyholder, using a **representative or lawyer of its choice**.

Any cost reimbursements related to the insurer's expenses belong **Exklusivly to the insurer**.

The policyholder and co-insured persons **assign such future claims** to the insurer.

A5-4.3 If a **criminal proceeding** is initiated due to an insured event that may result in a liability claim, and the insurer **requests or approves** the appointment of a defense attorney, the insurer will cover the **statutory or specially agreed higher fees** of the attorney.

A5-4.4 If the policyholder or a co-insured person has the right to **request cancellation or reduction of a pension payment**, the insurer is authorized to **exercise this right**.

A5-5 Limitation of Benefits (Insurance Sum, Annual Maximum Compensation, Series of Claims, Deductible)

A5-5.1 The insurer's compensation per insured event is limited to the agreed insurance sums, even if coverage applies to multiple liable persons.

The insurance sum is:

EUR 10,000,000 for personal injury and property damage

EUR 100,000 for financial losses

A5-5.2 Unless otherwise agreed, the insurer's total compensation for all insured events within one insurance year is limited to three times the agreed insurance sum.

A5-5.3 Multiple insured events occurring during the validity of the insurance are considered one insured event (series of claims) if they:

- › arise from the same cause,
- › arise from similar causes with a factual and temporal connection, or
- › result from the delivery of goods with identical defects.

A5-5.4 If agreed, the policyholder contributes a deductible per insured event, as specified in the policy certificate and endorsements. Even if the justified liability claims exceed the insurance sum, the deductible is subtracted from the total claim amount. Clause A5-5.1 remains unaffected.

Unless otherwise agreed, the insurer remains obligated to defend against unjustified claims, even if the damage amount is below the deductible.

A5-5.5 The insurer's costs are not counted against the insurance sums.

A5-5.6 If justified liability claims exceed the insurance sum, the insurer covers legal costs proportionally, based on the ratio of the insurance sum to the total claim amount.

If the policyholder must pay pension benefits to the injured party and the capital value of the pension exceeds the insurance sum or the remaining insurance sum after other payments, the insurer reimburses the pension proportionally. The pension value is calculated according to the regulations of the Motor Vehicle Liability Insurance Ordinance in effect at the time of the insured event.

When calculating the policyholder's share of ongoing pension payments, other benefits are fully deducted from the insurance sum.

A5-5.7 If the insurer requests settlement of a liability claim by acknowledgment, payment, or settlement, and this fails due to the policyholder's behavior, the insurer is not liable for any additional compensation, interest, or costs resulting from the refusal.

A5-6 Special Provisions for Specific Private Risks (Coverage, Risk Limitations, and Special Exclusions)

Section A5-6 governs coverage for specific risks, their limitations, and applicable exclusions.

Unless A5-6 contains differing provisions, **all other contract terms apply** to these risks (e.g., A5-4 – Insurance Benefits or A5-7 – General Exclusions).

A5-6.1 Loss of Employer's Property (Fiscal Ownership)

Covered is the policyholder's legal liability for the **loss of property belonging to the employer**, including resulting financial losses.

These damages are treated as **property damage**.

Excluded from coverage are losses of:

- › land, air, and water vehicles
- › cash and cashless payment instruments
- › valuables
- › securities
- › keys and code cards
- › personal equipment upon leaving service

Coverage for **loss of keys and code cards** is governed by **A5-6.2**.

The insurance sum for loss of employer's property is **EUR 100,000 per insured event**.

A5-6.2 Loss of Third-Party Keys and Code Cards

Covered is the policyholder's legal liability for the **loss of third-party keys and code cards** for buildings and rooms, **Exklusivly** if they were provided to the policyholder **in the course of their official duties**.

A5-6.2 Loss of Third-Party Keys and Code Cards

Covered is the policyholder's legal liability for the **loss of third-party keys and code cards** for buildings and rooms, **only if** they were provided to the policyholder **in the course of their official duties** and were **lawfully in their possession**.

These damages are treated as **property damage**.

Coverage is limited to **statutory liability claims** for the **costs of replacing locks and locking systems**, as well as **temporary security measures** (e.g., emergency locks) and **property protection for up to 14 days** from the date the loss was discovered.

Excluded are liability claims for **consequential damages** resulting from the loss of keys or code cards.

A5-6.3 Damage to Rented Property (Rental Property Damage)

Rental property damage refers to damage to **third-party property rented** by the policyholder or their authorized representatives, including **resulting financial losses**.

Covered is the policyholder's legal liability for rental property damage **Exklusivly in rooms and furnishings rented during business trips**.

A5-6.4 Weapons and Ammunition

Covered is the policyholder's legal liability **Exklusivly from the official possession and use of weapons, ammunition, and projectiles**.

Excluded is the use of weapons for the **commission of a criminal offense**.

A5-6.5 Animals

Covered is the policyholder's legal liability from the **official keeping, guarding, and handling of animals**, unless coverage exists under another liability insurance.

This also applies **outside of official duties**.

A5-6.6 Non-Insurable Motor Vehicles and Trailers (Excluding Employer's Vehicles)

A5-6.6.1 Covered – in deviation from A5-7.14 – is the policyholder's legal liability for damages caused by the use of the following non-insurable vehicles:

- a) Motor vehicles used only on non-public roads and areas, regardless of design speed;**
- b) Motor vehicles with a design speed not exceeding 6 km/h;**
- c) Forklifts with a design speed not exceeding 20 km/h;**

d) **Self-propelled work machines with a design speed not exceeding 20 km/h;**
e) **Motor vehicle trailers that are not subject to registration or used only on non-public roads and areas.**
Excluded are damages from the use of **employer-owned vehicles and trailers**, which are covered under **A5-6.7**, if agreed.

A5-6.6.2 The vehicles listed in A5-6.6.1 may only be used by an authorized driver, meaning someone who uses the vehicle with the knowledge and consent of the person entitled to dispose of it.

The policyholder must ensure that vehicles are not used by unauthorized drivers.

Drivers may only operate vehicles on public roads if they hold the required driving license.

The policyholder must ensure that only drivers with the appropriate license operate the vehicle.

If the policyholder breaches any of these obligations, clause B3-3.3 (Legal Consequences of Breach of Obligations) applies.

A5-6.7 Use of Employer's Motor Vehicles and Trailers

A5-6.7.1 Covered is the policyholder's legal liability from the official use of employer-owned motor vehicles and trailers, Exklusivly for:

- › Compensation claims by the employer **for damage to the service vehicle;**
- › Recourse claims by the employer **for personal injury or property damage to third parties.**

The exclusion in A5-7.14 does not apply here.

No coverage is provided:

- › if the employer has **alternative compensation options** for these claims;
- › for the use of **tracked vehicles;**
- › in cases of **unauthorized departure from the accident scene.**

A5-6.7.2

The vehicles listed in A5-6.7.1 may only be used by an **authorized driver.**

The policyholder must ensure that vehicles are **not used by unauthorized drivers** and that drivers hold the **required driving license.**

Drivers must **not operate the vehicle under the influence of alcohol or other intoxicating substances.**

If the policyholder breaches any of these obligations, clause **B3-3.3** applies.

The **insurance sum** for damages from the use of employer-owned vehicles and trailers is **EUR 100,000 per insured event** for **personal injury and property damage**, specifically for **compensation claims by the employer for damage to the service vehicle.**

A5-6.8 Use of Watercraft

A5-6.8.1 Covered is the policyholder's legal liability for personal injury or property damage to third parties arising from the official use of watercraft. The exclusion in A5-7.16 does not apply. No coverage is provided if the employer has alternative compensation options for such claims.

A5-6.8.2 The watercraft mentioned in A5-6.8.1 may only be operated by an authorized operator, meaning someone who uses the vehicle with the knowledge and consent of the person entitled to dispose of it.

The policyholder must ensure that the watercraft is not operated by unauthorized persons.

The operator must hold the required license to operate the watercraft.

The policyholder is responsible for ensuring that only licensed operators use the watercraft.

If the policyholder breaches any of these obligations, clause B3-3.3 (Legal Consequences of Breach of Obligations) applies. The insurance sum for damage to the employer's watercraft is EUR 100,000 per insured event. The insurance sum for recourse claims by the employer due to third-party personal or property damage is EUR 1,000,000 per insured event.

A5-6.9 Use of Aircraft

A5-6.9.1 Covered is the policyholder's legal liability for damages caused during official duties through the use of aircraft not subject to mandatory insurance.

The exclusion in A5-7.15 does not apply.

Also covered is the **official use** of the following **insurance-mandatory aircraft**:

- a) **Model aircraft, unmanned balloons, and kites** not powered by engines or propulsion units and with a **maximum flight weight of 5 kg**;
- b) **Remote-controlled model aircraft with engines** (e.g., privately used drones, model airplanes, helicopters, quadcopters) with a **maximum flight weight of 5 kg**.

A5-6.9.2 Coverage applies Exklusivly to use in uncontrolled airspace **within the limits of legal regulations**.

Relevant regulations for unmanned aerial vehicles include EU Implementing Regulations (EU) 2019/947 and 2020/746, **and** § 21h of the German Air Traffic Regulations (LuftVO).

Excluded from coverage are liability claims arising from or during flights:

- › over **control zones (CTR)** or within **5 km** of such zones;
- › over **crowds of people, military installations, hospitals, power plants, or correctional facilities**;
- › resulting from **violations of personal rights**.

A5-6.10 Damages Abroad

A5-6.10.1 Covered is the policyholder's legal liability for insured events occurring abroad, Exklusivly:

- a) **from official duties performed in Germany**;
- b) **during business trips for participation in exhibitions, congresses, trade fairs, and markets**;
- c) **from official duties during a temporary stay abroad of up to 24 months**.

Excluded are claims for **punitive or exemplary damages**.

A5-6.10.2 Costs incurred by the insurer for legal and out-of-court defense against third-party claims—especially lawyer, expert, witness, and court costs—are counted against the insurance sum, in deviation from A5-5.5.

A5-6.10.3 The insurer's payments are made in euros.

If the payment location is outside the Eurozone, the insurer's obligations are considered fulfilled once the euro amount is transferred to a financial institution within the Eurozone.

A5-6.11 Domestic Claims Asserted Abroad

For claims arising from **domestic insured events** that are **asserted abroad**, clauses **A5-6.10.2** and **A5-6.10.3** apply.

A5-6.12 Financial Losses / Scope of Coverage

A5-6.12.1 Covered is the policyholder's legal liability for pure financial losses (not resulting from personal injury or property damage), if the policyholder is held liable by their employer or third parties under statutory liability provisions due to a breach committed during the exercise of their professional or official duties.

A5-6.12.2 Insured Event

An insured event is defined as the **breach of duty** that could give rise to liability claims against the insured person.

A5-6.12.3 Forward Coverage / Extended Reporting Period

Forward coverage includes the consequences of all breaches occurring **from the start of the insurance contract (B1-1) until its termination**, provided they are reported to the insurer **no later than six years after the end of the contract** (extended reporting period).

A5-6.12.4 Annual Maximum Compensation

The insurer's **maximum compensation per insurance year** is limited to **twice the agreed insurance sum**.

A5-6.12.5 Cash Shortage Coverage

The insurer's liability for claims related to **cash shortages** is limited to **EUR 3,000 per individual breach**, and for **all breaches combined** that occur during the activities covered by this contract.

A5-6.12.6 In deviation from A5-7.9, the policyholder's legal liability for **financial losses due to violations of data protection laws** through the use of **personal data** is covered.

A5-6.13 Transmission of Electronic Data

A5-6.13.1 Covered is the policyholder's legal liability for damages – including activity-related damages – resulting from the exchange, transmission, and provision of electronic data (e.g., via the internet, email, or data carriers), specifically from:

- a) **Deletion, suppression, corruption, or alteration of data** at third parties caused by **computer viruses or other malware**;
- b) Data alteration for other reasons, as well as **non-recording or incorrect storage of data** at third parties, resulting in:
 - › **personal injury or property damage**, but not further data alterations;
 - › **costs for restoring altered data** or for **recording/correctly storing unrecorded or incorrectly recorded data**;
- c) **Disruption of third-party access** to electronic data exchange.

For a) to c):

The policyholder must ensure that all data exchanged, transmitted, or provided is **secured or verified** using **state-of-the-art security measures and/or technologies** (e.g., antivirus software, firewalls). These measures may also be implemented by third parties. If the policyholder breaches this obligation, clause **B3-3.3 (Legal Consequences of Breach of Obligations)** applies.

- d) **Violation of personal and name rights** – coverage includes **non-material damages**, but **not copyright violations**.

The insurer also covers:

- › **Court and legal fees** for proceedings seeking a **preliminary injunction** against the policyholder, including **cease-and-desist or retraction claims**;
- › **Court and legal fees** for **cease-and-desist or retraction lawsuits** against the policyholder.

For a) to d):

Clause **A5-7.9** does not apply.

A5-6.13.2 Excluded Activities and Services

No coverage is provided for liability arising from the following activities or services:

- a) IT consulting, analysis, organization, training, instruction;
- b) Software development, trade, implementation, maintenance;
- c) Network planning, installation, integration, operation, maintenance, support;
- d) Hosting or providing third-party content (e.g., access, hosting, full-service providing);
- e) Operation of data centers and databases;
- f) Operation of telecommunications networks;
- g) Activities requiring **mandatory professional liability insurance**, e.g., under **SigG/SigV** or **De-Mail-G**.

A5-6.13.3 Series of Claims

Multiple insured events occurring during the validity of the insurance are considered **one insured event** if they:

- a) arise from the **same cause**,
- b) arise from **similar causes with a factual and temporal connection**, or
- c) result from the **exchange, transmission, or provision of electronic data with similar defects**.

Clause **A5-5.3** does not apply.

A5-6.13.4 Foreign Claims

Coverage applies to insured events **abroad**. Clause **A5-6.10.1** does not apply here.

However, this only applies if the claims are made **in European countries and under European law**.

A5-6.13.5 Exclusions

No coverage is provided for claims related to:

- a)
 - › **Mass-distributed, unsolicited electronic communications** (e.g., spamming);
 - › **Files (e.g., cookies)** used to unlawfully collect specific information about internet users.
- b) Claims for damages asserted by **companies that are majority-owned by the policyholder or their partners**, or are **under common management**;
- c) Insurance claims by any person who caused the damage through **intentional violation of laws or official regulations, or written instructions or conditions of the client**, or through **other deliberate breaches of duty**.

A5-6.13.6 Insurance Sums for Electronic Data Transmission

The **insurance sum per insured event and per insurance year** for damages related to the **exchange, transmission, and provision of electronic data** is:

EUR 1,000,000 for personal injury and property damage

EUR 100,000 for financial losses

A5-6.14 General Environmental Risk

Covered is the policyholder's legal liability for **damages caused by environmental impact**.

Environmental damage occurs when it is caused by **substances, vibrations, noise, pressure, radiation, gases, vapors, heat, or other phenomena** that spread into **soil, air, or water**.

Excluded from coverage are:

- › Claims for damages caused by **subsidence of land or landslides**;
- › Claims for **water pollution** and **public law obligations or claims for environmental remediation** under the **Environmental Damage Act (USchadG)**. These are covered under **Section A2 (Special Environmental Risks)**.

A5-6.15 Wastewater

Covered is the policyholder's legal liability for **damages caused by wastewater**.

For property damage, this applies **Exklusivly to domestic wastewater**.

A5-6.16 Teachers, University Lecturers, Educators

A5-6.16.1 Covered is the policyholder's legal liability from their official duties as a salaried or civil servant teacher, as well as freelance teachers without classrooms, university lecturers, or educators, including:

- a) Conducting **experimental lessons**, including handling **radioactive materials not subject to mandatory coverage**;
 - b) **Leading or supervising excursions or trips** for children, pupils, or students.
- This coverage applies – potentially in deviation from **A5-6.10.1 c)** – even during **temporary worldwide stays abroad of up to 12 months**.

For insured events abroad, the insurer's **legal and out-of-court defense costs** (e.g., lawyer, expert, witness, and court fees) are **counted against the insurance sum**, in deviation from **A5-5.5**.

Payments are made in **euros**. If the payment location is **outside the Eurozone**, the insurer's obligations are considered fulfilled once the **euro amount is transferred to a financial institution within the Eurozone**.

A5-6.16.2 Covered is the policyholder's legal liability Exklusivly from the following freelance secondary activities:

- a) **Providing** private tutoring;
- b) **Working as a cantor or organist**.

A5-6.16.3 Covered is the policyholder's legal liability as a teacher, university lecturer, or educator for personal injury resulting from accidents involving children, pupils, or students.

The exclusion in A5-7.18 does not apply.

A5-6.17 Clergy

A5-6.17.1 Covered is the policyholder's legal liability from their official duties as a clergyman, including:

- › as a religious education teacher;
- › as a head of poor relief.

A5-6.17.2 Also covered is the legal liability of the policyholder's domestic helper arising from their duties as a clergyman.

A5-6.18 Forestry Officials

Covered is the policyholder's legal liability from their official duties as a **forestry official**, including:

- › **Keeping wild animals in enclosures;**
- › **Managing official and private land;**
- › **Using motorized work equipment** (see A5-6.6 to A5-6.9);
- › **Operating or steering non-motorized watercraft** used for forestry, hunting, or fishing purposes (see A5-6.8).

The exclusion in **A5-7.16** does not apply.

Not covered is any risk that must be insured under a **mandatory hunting liability insurance policy**.

A5-7 General Exclusions

Unless explicitly stated otherwise in the policy certificate or its endorsements, the following are **excluded from coverage**:

A5-7.1 Intentionally Caused Damages

Excluded are insurance claims by any person who **intentionally caused the damage**.

A5-7 General Exclusions

Unless explicitly stated otherwise in the policy certificate or its endorsements, the following are excluded from insurance coverage:

A5-7.2 Awareness of Defects or Harmfulness of Products, Work, or Services

Excluded are insurance claims by any person who caused the damage by knowingly:

- › placing **defective or harmful products** on the market, or
- › performing **defective or harmful work or services**.

A5-7.3 Claims Between Insured Parties

Excluded are claims:

- a) by the **policyholder** or persons named in **A5-7.4** against **co-insured persons**;
- b) **between multiple policyholders** under the same insurance contract;
- c) **between multiple co-insured persons** under the same insurance contract.

These exclusions also apply to claims by **relatives** of the above-mentioned persons who **live in the same household**.

A5-7.4 Claims from Relatives and Economically Connected Persons

Excluded are claims against the policyholder:

- a) from **relatives living in the same household** or those **co-insured under the contract**.

Relatives include:

- › spouses, registered partners under the German Civil Partnership Act or equivalent partnerships under foreign law,
- › parents and children,
- › adoptive parents and children,
- › in-laws,
- › stepparents and stepchildren,
- › grandparents and grandchildren,
- › siblings,

- › foster parents and children (persons connected by a long-term, family-like relationship similar to parent-child).
 - b) from **legal representatives or guardians**, if the policyholder is **incapacitated, partially incapacitated, or under guardianship**;
 - c) from **legal representatives**, if the policyholder is a **legal entity** under private or public law or a **non-legal association**;
 - d) from **personally liable partners**, if the policyholder is a **general partnership (OHG), limited partnership (KG), or civil law partnership (GbR)**;
 - e) from **partners**, if the policyholder is a **registered partnership company**;
 - f) from **liquidators, court-appointed administrators, or insolvency administrators**.
- The exclusions under **b) to f)** also apply to claims by **relatives of these persons who live in the same household**.

A5-7.5 Leasing, Renting, Borrowing, Unlawful Possession, Special Custody Agreements

Excluded are claims for **damage to third-party property** and resulting **financial losses**, if the policyholder or their authorized representative:

- › leased, rented, borrowed, unlawfully obtained, or
- › held the property under a **special custody agreement**.

A5-7.6 Damage to Manufactured or Delivered Goods, Work, and Services

Excluded are claims for damage to goods, work, or services **manufactured or delivered by the policyholder**, due to a cause inherent in the **manufacturing, delivery, or performance**, including all resulting financial losses.

This applies even if the cause of damage lies in a **defective component** or **partial service** that leads to damage or destruction of the entire item or service.

This exclusion also applies if **third parties** manufacture or deliver the goods or perform the work or services **on behalf of or for the account of the policyholder**.

A5-7.7 Asbestos

Excluded are claims for damages caused by **asbestos, asbestos-containing substances, or products**.

A5-7.8 Genetic Engineering

Excluded are claims for damages resulting from:

- a) **genetic engineering activities**,
- b) **genetically modified organisms (GMOs)**,
- c) products that:
 - › contain components from GMOs,
 - › are produced from or with the help of GMOs.

A5-7.9 Violations of Personal and Name Rights

Excluded are claims for damages resulting from **violations of personal or name rights**.

A5-7.10 Hostility, Harassment, Discrimination

Excluded are claims for damages resulting from **hostility, harassment, unequal treatment**, or other forms of **discrimination**.

A5-7.11 Transmission of Diseases

Excluded are claims for:

- a) **Personal injury** resulting from the **transmission of a disease** by the policyholder;
- b) **Property damage** caused by disease in **animals owned, kept, or sold** by the policyholder.

In both cases, coverage applies **only if the policyholder proves** they acted **neither intentionally nor with gross negligence**.

A5-7.12 Subsidence, Landslides, Flooding

Excluded are claims for **property damage** and resulting **financial losses** caused by:

- a) **Subsidence of land or landslides**;
- b) **Flooding of standing or flowing waters**.

A5-7.13 Radiation

Excluded are claims for damages directly or indirectly related to **high-energy ionizing radiation** (e.g., radiation from **radioactive substances** or **X-rays**).

A5-7.14 Motor Vehicles and Trailers

Excluded are claims against the **owner, possessor, keeper, or driver** of a **motor vehicle or trailer** for damages caused by the **use of the vehicle**. However, **activities involving the vehicle** are **not considered usage** under this clause if none of the persons involved are **owners or keepers**, and the vehicle is **not operated** during the activity.

A5-7.15 Aircraft, Spacecraft, Airfields

Excluded are claims:

- a) for damages caused by the policyholder or a person appointed by them through the **use of an aircraft or spacecraft**, or for which they are held liable as **owner or keeper**;
- b) for damages to aircraft or spacecraft, **items transported, passengers**, and all resulting financial losses, as well as other damages caused by aircraft or spacecraft due to:
 - › **Design, construction, manufacturing, or delivery** of aircraft or parts intended for use in or on aircraft;
 - › **Activities** (e.g., assembly, maintenance, inspection, overhaul, repair, transport) involving aircraft or their parts;
- c) against the policyholder as **owner, tenant, leaseholder, or usufructuary of airfields**.

A5-7.16 Watercraft

Excluded are claims for damages caused by the policyholder or a person appointed by them through the **use of a watercraft**, or for which they are held liable as **owner or keeper**.

However, **activities involving the watercraft** are **not considered usage** under this clause if none of the persons involved are **owners or keepers**, and the watercraft is **not operated** during the activity.

A5-7.17 Rail Vehicles

Excluded are claims for damages caused by the policyholder or a person appointed by them through the **use of a rail vehicle**, including **monorails**.

However, **activities involving the rail vehicle** are **not considered usage** under this clause if none of the persons involved are **owners or keepers**, and the vehicle is **not operated** during the activity.

A5-7.18 Service and Work Accidents, Occupational Diseases

Excluded are claims for **personal injury** resulting from **service or work-related accidents** or **occupational diseases** under **civil service law** or the **German Social Code VII (SGB VII)**.

A5-7.19 Medical Professions

Excluded are claims for damages arising from the practice of a **medical profession** (e.g., physician, veterinarian, psychotherapist, pharmacist, alternative practitioner, midwife/birth assistant).

A5-7.20 Secondary Employment

Excluded are claims arising from **secondary public offices or side jobs**, unless they are **officially assigned**.

A5-7.21 Pilot Activities

Excluded are claims arising from **air traffic control, aviation, or maritime pilot activities**.

A5-7.22 Construction Work

Excluded are claims arising from **construction work of any kind**, and for damages to the **building or construction site** that is the subject of the official or professional activity.

A5-7.23 Operation of Commercial Enterprises

Excluded are claims arising from the **operation of commercial enterprises**.

A5-7.24 Pharmaceutical Activities

Excluded are claims arising from **pharmaceutical activities** (however, liability claims from **teaching activities** in this field remain covered).

A5-7.25 Flammable or Explosive Substances

Excluded are claims:

- › resulting from the **intentional unlawful handling of flammable substances**;
- › arising from the **organization or ignition of fireworks**;
- › resulting from **detonations or defusing of ammunition or other explosive devices**.

A5-7.26 Expert Activities

Excluded are claims arising from **expert or assessor activities**.

A5-7.27 Consignment Goods

Excluded are claims arising from **damage to consignment goods**.

A5-7.28 Waste Disposal Facilities

Excluded are claims for damages caused by the **storage or disposal of waste materials**, insofar as the damage affects **waste disposal facilities**.

A5-7.29 Hunting

Excluded are claims for damages arising from **hunting activities**.

A5-7.30 Willful Breach of Duty

Excluded are claims resulting from **willful breach of duty**.

However, **defense coverage** is provided if the willful breach is **disputed**.

Any benefits already paid must be **reimbursed to the insurer** if the willful breach is **legally confirmed**.

A5-7.31 Executive Activities

Excluded are claims for damages arising from any activity as a **manager, managing director, board member, supervisory board member, or advisory board member** of private companies, associations, or organizations.

A5-8 Changes to the Insured Risk (Increases and Expansions)

A5-8.1 Also covered is the policyholder's legal liability arising from increases or expansions of the insured risk. This does not apply to:

- › **risks from the ownership or use of motor vehicles, aircraft, or watercraft subject to mandatory insurance;**
- › **other risks subject to mandatory insurance or coverage requirements.**

A5-8.2 Also covered are increases in the insured risk due to changes in existing laws or the enactment of new legal provisions. In such cases, the insurer may terminate the insurance contract with one month's notice. This right expires if not exercised within one month from the date the insurer becomes aware of the increase.

A5-9 Coverage After Leaving Public Service (Extended Reporting Period)

If the insured risk **ceases permanently** during the contract term due to the policyholder **leaving public service**, coverage under Section A5 ends.

However, coverage for insured events occurring **after termination** of Section A5 continues under the following conditions:

Coverage applies for **5 years** from the date of leaving public service.

Coverage during this period is based on the **terms of the contract in effect at the time of termination**, and is limited to the **unused portion of the annual maximum compensation** for the insurance year in which Section A5 coverage ends.

For each insured event, compensation is limited to the **insurance sum of that final insurance year**.

Insured events occurring during this period are treated as if they occurred **on the last day before contract termination**. **No coverage** is provided if the insured person left public service due to **disciplinary action** or was **terminated without notice**.

General Provisions for Section A

A(GB)-1 Assignment Prohibition

The indemnification claim may **not be assigned or pledged** before its final determination without the insurer's consent. Assignment to the **injured third party** is permitted.

A(GB)-2 Changes to the Insured Risk and Impact on Premium (Premium Adjustment)

*A(GB)-2.1 Upon request, the policyholder must disclose whether and what **changes to the insured risk** have occurred compared to previous information.*

*This request may also be made via a **note on the premium invoice**.*

*The information must be provided **within one month** of receiving the request and, if requested, **substantiated**.*

*If incorrect information is provided to the insurer's disadvantage, the insurer may demand a **contractual penalty equal to three times the determined premium difference**.*

*This does not apply if the policyholder proves they were **not at fault** for the incorrect information.*

*A(GB)-2.2 Based on the policyholder's notification or other findings, the premium will be **adjusted from the time of the change** (premium adjustment).*

*If insured risks are eliminated, the adjustment takes effect **from the date the notification is received** by the insurer.*

A(GB)-2.2 Continued – Premium Adjustment and Minimum Premium

The **contractually agreed minimum premium** may **not be undercut** due to adjustments.

All increases or reductions to the minimum premium occurring **after contract conclusion**, as per **A(GB)-3.1**, will be taken into account.

A(GB)-2.3 Late Notification

If the policyholder **fails to provide timely notification**, the insurer may demand a **retroactive payment** equal to the premium already invoiced for the relevant period.

If the information is provided later, a **premium adjustment** will be made.

Any **overpaid premium** will only be refunded if the information was submitted **within two months** of receiving the notice of the increased premium.

A(GB)-2.4 Multi-Year Premium Prepayment

The above provisions also apply to **insurance contracts with prepaid premiums for multiple years**.

A(GB)-3 Premium Adjustment and Termination Rights

A(GB)-3.1 Insurance premiums are subject to premium adjustment.

If premiums are calculated based on wages, construction volume, or turnover, no adjustment applies.

Minimum premiums **are subject to adjustment** regardless of the calculation method.

A(GB)-3.2 An independent trustee annually determines, effective for premiums due from July 1, the percentage change in the average claims payments of all insurers authorized to operate general liability insurance, compared to the previous year. The determined percentage is rounded down to the nearest whole number divisible by five. Claims payments include all expenses directly related to individual claims for determining the basis and amount of benefits. The average is calculated as the total claims payments divided by the number of newly reported claims in the same year.

A(GB)-3.3 If the average increases, the insurer may increase the following year's premium by the determined percentage. If the average decreases, the insurer must reduce the premium accordingly. The adjusted premium will be communicated with the next invoice. If the insurer's own average claims payments over the past five years have increased less than the trustee's determined percentage, the insurer may only increase the premium by the actual percentage increase based on its own data, and not more than the trustee's figure.

A(GB)-3.4 If the change is less than 5%, no premium adjustment is made. However, this change will be considered in future years.

A(GB)-3.5 Termination Right After Premium Adjustment

If the premium is increased due to adjustment under **A(GB)-3.3, without a change in coverage**, the policyholder may **terminate the contract** within **one month** of receiving the notice, effective immediately or at the date the increase would take effect. The insurer must **inform the policyholder of this right** in the notice, which must be sent **at least one month before** the increase takes effect. An increase in **insurance tax** does **not entitle the policyholder to terminate**.

A(GB)-4 Arbitration Agreements

(Does not apply to private liability risks)

Agreeing to arbitration before an insured event does **not affect coverage**, provided the arbitration tribunal meets the following minimum requirements:

The tribunal consists of **at least three arbitrators**.

The **chairperson must be a lawyer**, ideally qualified to hold judicial office.

If the parties are based in different countries, the chairperson must **not be a national of either party's country**.

The tribunal must decide based on **substantive law**, not merely on equity (except in settlements, provided the insurer is allowed to participate).

The applicable law must be **defined at the time of agreement**.

The **arbitral award must be written and reasoned**, citing the legal norms on which the decision is based.

The policyholder must **promptly notify the insurer** of the initiation of arbitration and allow the insurer to **participate** as it would in regular legal proceedings.

The insurer must be **involved in selecting the arbitrator** nominated by the policyholder.

A(GB)-5 Waiver of Recourse

If the policyholder **waives recourse claims against third parties** before an insured event occurs, this does **not affect coverage**, provided the damage was **not caused by gross negligence or intent** by the party against whom recourse would have been sought.

A(GB)-6 Complaints / Supervisory Authority / Dispute Resolution

We want you to be satisfied with our service. If you are not, please contact us directly so we can resolve the issue. Additionally, you have the following options: Insurance Ombudsman

A(GB)-6.1 If you are a consumer and are not satisfied with our decision, or if negotiations with us have not led to the desired outcome, you may contact the **Insurance Ombudsman**:

Versicherungsombudsmann e. V.

P.O. Box 080632, 10006 Berlin

Email: beschwerde@versicherungsombudsmann.de

Website: www.versicherungsombudsmann.de

Phone: 0800 369 6000

Fax: 0800 369 9000

(free of charge from the German telephone network)

The Insurance Ombudsman is an **independent and free-of-charge arbitration body for consumers**.

We have committed to participating in the arbitration procedure. Consumers who concluded this contract online (e.g., via website or email) may also submit complaints via the platform:

<http://ec.europa.eu/consumers/odr/> Your complaint will be forwarded to the Insurance Ombudsman.

For questions, you may also contact us via email: info@inter.de

Insurance Supervisory Authority

A(GB)-6.2 If you are dissatisfied with our service or if disputes arise during contract handling, you may also contact our supervisory authority.

As an insurance company, we are subject to the supervision of the **Federal Financial Supervisory Authority (BaFin)**:

BaFin – Federal Financial Supervisory Authority

Insurance Supervision Division

Graurheindorfer Straße 108. 53117 Bonn

Email: poststelle@bafin.de

Phone: +49 228 4108-0

Fax: +49 228 4108-1550

Please note: **BaFin is not an arbitration body** and cannot make binding decisions in individual disputes.

Legal Action

A(GB)-6.3 You also have the option to pursue your claim through the **legal system**.

A(GB)-7 Jurisdiction

A(GB)-7.1 You may assert claims from your insurance contract before the following courts:

- › the court with jurisdiction over your place of residence;
- › the court with jurisdiction over our registered office or the branch office responsible for your contract.

A(GB)-7.2 We may assert claims from the insurance contract before the following courts:

- › the court with jurisdiction over your place of residence;
- › the court where your business or company is located, if the insurance contract was concluded for your business or commercial enterprise.

A(GB)-7.3 If you relocate your residence, business, or habitual place of stay outside Germany, or if your residence, business, or habitual place of stay is unknown at the time of legal action, the court with jurisdiction over our registered office shall apply, in deviation from A(GB)-7.2.

Part B – General Section

Section B1 Start of Insurance Coverage, Premium Payment

B1-1 Start of Insurance Coverage

The insurance coverage begins at the time specified in the insurance policy. This is subject to the provisions regarding the consequences of late payment or non-payment of the initial or single premium.

B1-2 Premium Payment, Insurance Period, Basis for Premium Calculation

B1-2.1 Premium Payment

Depending on the agreement, premiums are paid in advance, either through regular payments monthly, quarterly, semi-annually, annually, or as a single premium.

B1-2.2 Insurance Period

The insurance period is one year. This also applies if the agreed contract duration is longer than one year. If the agreed contract duration is shorter than one year, the insurance period corresponds to the contract duration.

B1-2.3 Insurance Year

The insurance year is one year. If the agreed contract duration does not consist of full years, the first insurance year is shortened accordingly. The following insurance years until the agreed end of the contract are each full years.

B1-3 Due Date of Initial or Single Premium, Consequences of Late Payment or Non-Payment

B1-3.1 Due Date of Initial or Single Premium

The initial or single premium must be paid immediately after the agreed start of insurance specified in the policy. This applies regardless of the existence of a right of withdrawal. If the agreed start of insurance is before the conclusion of the contract, the initial or single premium must be paid immediately after the contract is concluded. If the policyholder does not pay immediately after the time specified in paragraphs 1 or 2, the insurance coverage begins only after the payment has been initiated. If the insurance policy deviates from the application of the policyholder or from agreements made, the initial or single premium is due no earlier than one month after receipt of the policy.

B1-3.2 Right of Withdrawal by the Insurer in Case of Payment Default

If the initial or single premium is not paid on time according to B1-3.1, the insurer may withdraw from the contract as long as the policyholder has not initiated the payment. Withdrawal is excluded if the policyholder is not responsible for the non-payment.

B1-3.3 Release from Obligation to Perform by the Insurer

If the policyholder does not pay the initial or single premium on time according to B1-3.1, the insurer is not obliged to provide benefits for an insured event that occurs before the premium is paid. This is conditional on the insurer having informed the policyholder of this legal consequence of non-payment through a separate written notice (e.g., email, fax, or letter) or a prominent notice in the insurance policy. The release from obligation to perform only applies if the policyholder is responsible for the non-payment.

B1-4 Subsequent Premium

B1-4.1 Due Date

A subsequent premium is due at the beginning of the month, quarter, half-year, or year, or at another agreed time, depending on the agreed payment method. Payment is considered timely if it is initiated by the due date.

B1-4.2 Default and Compensation

If a subsequent premium is not paid on time, the policyholder is in default without a reminder. This only applies if the policyholder is responsible for the late payment. If the policyholder is in default with the payment of a subsequent premium, the insurer is entitled to claim compensation for the damage caused by the delay.

B1-4.3 Reminder

If a subsequent premium is not paid on time, the insurer may request payment from the policyholder in writing (e.g., email, fax, or letter) at the policyholder's expense and set a payment deadline (reminder). The payment deadline must be at least two weeks from the receipt of the payment request.

The reminder is only effective if the insurer specifies the outstanding amounts of the premium, interest, and costs per contract and points out the legal consequences (release from obligation to perform and right of termination).

B1-4.4 Release from Obligation to Perform after Reminder

If an insured event occurs after the payment deadline set in the reminder and the policyholder is in default with the payment of the premium, interest, or costs at the time of the event, the insurer is released from the obligation to perform.

B1-4.5 Termination after Reminder

If the policyholder is in default with the payment of the owed amounts, the insurer may terminate the contract without notice and with immediate effect after the payment deadline set in the reminder has expired.

The termination may be combined with the setting of the payment deadline. Upon expiry of the deadline, the termination becomes effective if the policyholder is in default at that time. The policyholder must be expressly informed of this in the termination notice.

B1-4.6 Payment of Premium After Termination

The termination becomes ineffective if the payment is initiated within one month after the termination. If the termination was combined with a payment deadline, it becomes ineffective if the payment is initiated within one month after the deadline has passed.

The insurer's release from the obligation to perform under B1-4.4 remains in effect until payment is made.

B1-5 Direct Debit Procedure

B1-5.1 Obligations of the Policyholder

If the direct debit procedure has been agreed upon for premium collection, the policyholder must ensure sufficient account coverage at the time the premium is due. If the due premium cannot be collected by the insurer without fault of the policyholder, the payment is still considered timely if it is made immediately after a written payment request (e.g., email, fax, or letter) from the insurer.

B1-5.2 Failed Direct Debit Collection

If the policyholder is responsible for one or more premiums not being collected despite repeated attempts, the insurer is entitled to cancel the SEPA direct debit mandate in writing (e.g., email, fax, or letter).

The insurer must inform the policyholder in the cancellation notice that they are obligated to transfer the outstanding and future premiums themselves. Processing fees charged by financial institutions for failed direct debit collections may be charged to the policyholder.

B1-6 Premium in Case of Early Termination of the Contract

B1-6.1 General Principle

In the event of early termination of the contract, the insurer is only entitled to the portion of the premium corresponding to the period during which insurance coverage existed.

B1-6.2 Premium or Service Fee in Case of Withdrawal, Rescission, Contestation, or Lack of Insurable Interest

B1-6.2.1 If the policyholder withdraws their contractual declaration within 14 days, the insurer must refund only the portion of the premium attributable to the period after receipt of the withdrawal notice.

This is conditional on the insurer having informed the policyholder in the withdrawal notice about the right of withdrawal, the legal consequences, and the amount payable, and the policyholder having agreed that coverage begins before the withdrawal period ends. If the withdrawal notice as described above was not provided, the insurer must also refund the premium paid for the first year of coverage. This does not apply if the policyholder has already claimed benefits under the insurance contract.

B1-6.2.2 If the insurer rescinds the contract due to a breach of pre-contractual disclosure obligations, they are entitled to the premium up to the receipt of the rescission notice. If the contract is terminated due to the insurer's rescission because the initial or single premium was not paid on time, the insurer is entitled to a reasonable service fee.

B1-6.2.3 If the contract is terminated due to the insurer's contestation based on fraudulent misrepresentation, the insurer is entitled to the premium up to the receipt of the contestation notice.

B1-6.2.4 If the insurable interest ceases completely and permanently after the start of the insurance, the insurer is entitled to the premium they would have claimed if the insurance had only been applied for until the time they became aware of the cessation of interest.

B1-6.2.5 The policyholder is not obligated to pay the premium if the insurable interest does not exist at the start of the insurance or does not arise in the case of insurance taken out for a future business or other future interest. However, the insurer may claim a reasonable service fee. If the policyholder insured a non-existent interest with the intent to gain an unlawful financial advantage, the contract is void. In this case, the insurer is entitled to the premium up to the time they became aware of the circumstances that rendered the contract void.

Section B2 Duration and Termination of the Contract / Cancellation

B2-1 Duration and Termination of the Contract

B2-1.1 Contract Duration

The contract is concluded for the period specified in the insurance policy.

B2-1.2 Automatic Renewal

If the contract duration is at least one year, it is automatically renewed for one year at a time.

It will not be renewed if either party receives a notice of termination no later than three months before the end of the current contract period.

B2-1.3 Contract Duration of Less Than One Year

If the contract duration is less than one year, it ends at the agreed time without requiring termination.

B2-1.4 Termination of Multi-Year Contracts

If the contract duration exceeds three years, the policyholder may terminate the contract at the end of the third year or any subsequent year.

The termination must be received by the insurer no later than three months before the end of the respective year.

B2-1.5 Cessation of the Insured Interest

If an insured interest ceases completely and permanently after the start of the insurance, the contract regarding this interest ends at the time the insurer becomes aware of the cessation.

B2-2 Termination After an Insured Event

B2-2.1 Right of Termination

The insurance contract may be terminated if:

- a) the insurer has made a compensation payment or paid remediation costs for environmental damage,
- b) the insurer has unjustly rejected the policyholder's claim for indemnification, or
- c) a lawsuit regarding an insured claim is officially served to the policyholder.

The termination must be received by the other party in written form (e.g., email, fax, or letter) no later than one month after the payment, rejection, or service of the lawsuit.

B2-2.2 Termination by the Policyholder

If the policyholder terminates the contract, the termination becomes effective upon receipt by the insurer. However, the policyholder may specify that the termination becomes effective at a later date, but no later than the end of the current insurance period.

B2-2.3 Termination by the Insurer

A termination by the insurer becomes effective one month after receipt by the policyholder.

B2-3 Sale and Its Legal Consequences

B2-3.1 Transfer of Insurance

If a business is sold, the purchaser assumes the rights and obligations arising from the insurance contract during the period of ownership. This also applies if a business is taken over by a third party under a usufruct, lease agreement, or similar arrangement.

B2-3.2 Termination

The insurer may terminate the insurance contract with the purchaser by giving one month's notice in written form (e.g., email, fax, or letter). This right of termination expires if not exercised within one month of the insurer becoming aware of the sale. The purchaser may terminate the insurance contract with immediate effect or at the end of the current insurance period in written form. This right of termination expires if not exercised within one month after the acquisition, or—if the purchaser was unaware of the insurance—within one month of becoming aware of it.

B2-3.3 Premium

If the transfer to the purchaser occurs during an ongoing insurance period, both the seller and the purchaser are jointly liable for the premium.

If the insurance contract is terminated, only the seller is liable for the premium payment.

B2-3.4 Notification Obligations

The sale must be reported to the insurer immediately in written form (e.g., email, fax, or letter) by either the seller or the purchaser. If this notification obligation is culpably violated, insurance coverage does not exist if the insured event occurs more than one month after the time the notification should have been received by the insurer. The insurer must prove that they would not have entered into the contract with the purchaser under the same terms. The insurer remains obligated to provide coverage if they were already aware of the sale at the time the notification should have been received.

The insurer also remains obligated if, at the time of the insured event, the period for termination had expired and the insurer did not terminate the contract.

Section B3 Duty of Disclosure, Increase of Risk, Other Obligations

B3-1 Duty of Disclosure by the Policyholder or Their Representative Until Conclusion of the Contract

B3-1.1 Completeness and Accuracy of Information About Risk-Relevant Circumstances

Until submitting their contractual declaration, the policyholder must disclose to the insurer all known risk circumstances that the insurer has asked about in written form (e.g., email, fax, or letter) and that are relevant to the insurer's decision to enter into the contract under the agreed terms. This duty of disclosure also applies if the insurer asks such questions in written form after the policyholder's declaration but before acceptance of the contract. If the contract is concluded by a representative of the policyholder, both the knowledge and intent (fraud) of the representative and the policyholder must be considered.

The policyholder may only claim that the duty of disclosure was not violated intentionally or through gross negligence if neither the representative nor the policyholder acted with intent or gross negligence.

B3-1.2 Legal Consequences of Breach of the Duty of Disclosure

B3-1.2.1 Withdrawal and Loss of Insurance Coverage

If the policyholder breaches the duty of disclosure under B3-1.1 paragraph 1, the insurer may withdraw from the contract. In the event of withdrawal, insurance coverage does not exist even for the past.

B3-1.2.1 Exceptions to the Right of Withdrawal

The insurer has no right of withdrawal if the policyholder proves that the incorrect or incomplete information was neither provided intentionally nor through gross negligence. The insurer's right of withdrawal due to grossly negligent breach of the duty of disclosure does not apply if the policyholder proves that the insurer would have concluded the contract even with knowledge of the undisclosed circumstances, either under the same or different conditions. If the insurer withdraws from the contract after an insured event has occurred, they may not deny coverage if the policyholder proves that the incorrectly or incompletely disclosed circumstance was neither causal for the occurrence of the insured event nor for the determination or scope of the insurer's obligation to perform.

However, coverage is excluded if the policyholder breached the duty of disclosure fraudulently.

B3-1.2.2 Termination

If the policyholder breaches the duty of disclosure under B3-1.1 paragraph 1 through simple negligence or without fault, the insurer may terminate the contract with one month's notice. This right of termination is excluded if the policyholder proves that the insurer would have concluded the contract even with knowledge of the undisclosed circumstances, either under the same or different conditions.

B3-1.2.3 Contract Modification

If the policyholder did not breach the duty of disclosure under B3-1.1 paragraph 1 intentionally, and the insurer would have concluded the contract under different conditions had they known the undisclosed risk circumstances, the insurer may demand that the contract be retroactively modified to include those conditions. In cases of non-culpable breach by the policyholder, the modified conditions apply from the current insurance period onward. If the premium increases by more than 10% due to the contract modification or if the insurer excludes coverage for the undisclosed risk, the policyholder may terminate the contract without notice within one month of receiving the insurer's notification. The insurer must inform the policyholder of this termination right in the notification.

B3-1.3 Deadline and Form for Exercising the Insurer's Rights

The insurer must assert their rights to withdraw, terminate, or modify the contract in writing within one month. They must specify the circumstances on which the declaration is based. Additional circumstances may be cited within one month of becoming known. The one-month period begins when the insurer becomes aware of the breach of the duty of disclosure and the circumstances justifying the asserted right.

B3-1.4 Insurer's Duty to Inform

The insurer may only exercise the rights to withdraw, terminate, or modify the contract if they have informed the policyholder in a separate written notice (e.g., email, fax, or letter) about the consequences of breaching the duty of disclosure.

B3-1.5 Exclusion of the Insurer's Rights

The insurer may not invoke their rights to withdraw, terminate, or modify the contract if they were aware of the undisclosed risk circumstance or the incorrectness of the disclosure.

B3-1.6 Contestation

The insurer's right to contest the contract due to fraudulent misrepresentation remains unaffected.

B3-1.7 Expiry of the Insurer's Rights

The insurer's rights to withdraw, terminate, or modify the contract expire five years after the conclusion of the contract. These rights do not expire for insured events that occur before the end of this period.

The period is extended to ten years if the policyholder or their representative breached the duty of disclosure intentionally or fraudulently.

B3-2 Omitted

B3-3 Obligations of the Policyholder

B3-3.1 Obligations Before the Occurrence of an Insured Event

B3-3.1.1 The policyholder must eliminate particularly hazardous circumstances upon request by the insurer within a reasonable period. This does not apply if elimination is unreasonable after weighing the interests of both parties.

Any circumstance that has led to damage is automatically considered particularly hazardous.

B3-3.1.2 Legal Consequences

If the policyholder intentionally or through gross negligence breaches an obligation they must fulfill before the occurrence of an insured event, the insurer may terminate the contract without notice within one month of becoming aware of the breach.

The insurer has no right of termination if the policyholder proves that the obligation was not breached intentionally or through gross negligence.

B3-3.2 Obligations During and After the Occurrence of an Insured Event

The policyholder must fulfill the following obligations during and after the occurrence of an insured event:

B3-3.2.1 They must take all reasonable measures to prevent and mitigate the damage.

The policyholder must follow the insurer's instructions, insofar as they are reasonable, and seek instructions—possibly even verbally or by phone—if circumstances allow.

If multiple insurers involved in the contract issue differing instructions, the policyholder must act according to their best judgment.

B3-3.2.2 In addition to B3-3.2.1, the following applies:

- a) Every insured event must be reported to the insurer within one week, even if no claims for compensation have yet been made. The same applies if liability claims are asserted against the policyholder.
- b) The policyholder must submit detailed and truthful damage reports to the insurer and assist in the investigation and settlement of the claim. All circumstances that the insurer considers relevant for processing the claim must be disclosed, and all requested documents must be submitted.
- c) If a claim is asserted against the policyholder in court, legal aid is requested, or the policyholder is formally notified of a legal dispute, this must be reported to the insurer immediately. This also applies if criminal proceedings are initiated against the policyholder due to the event giving rise to the claim.
- d) The policyholder must file an objection or take other necessary legal action within the prescribed period against a payment order or an administrative decision regarding compensation. No instruction from the insurer is required.
- e) If a liability claim is asserted against the policyholder in court, the policyholder must leave the conduct of the proceedings to the insurer. The insurer will appoint a lawyer on behalf of the policyholder. The policyholder must grant the lawyer power of attorney, provide all necessary information, and make the requested documents available.

B3-3.3 Release from Obligation to Perform in Case of Breach of Duty

B3-3.3.1 If the policyholder intentionally breaches an obligation under B3-3.1 or B3-3.2, the insurer is released from the obligation to perform. In the case of gross negligence, the insurer may reduce its benefits proportionally to the severity of the policyholder's fault.

B3-3.3.2 If the policyholder breaches a duty to provide information or clarification after the occurrence of an insured event, the insurer is only fully or partially released from its obligation to perform if it has informed the policyholder of this legal consequence in a separate written notice (e.g., email, fax, or letter).

B3-3.3.3 The insurer remains obligated to perform if the policyholder proves that the breach was not due to gross negligence. This also applies if the policyholder proves that the breach was not causal for the occurrence or determination of the insured event or for the determination or scope of the insurer's obligation to perform. This does not apply if the policyholder acted fraudulently.

Section B4 Additional Provisions

B4-1 Multiple Insurers, Double Insurance

B4-1.1 Double insurance exists when the same risk is insured under multiple insurance contracts.

B4-1.2 If double insurance occurs without the policyholder's knowledge, they may request the cancellation of the contract concluded later.

B4-1.3 The right to cancellation expires if the policyholder does not assert it within one month after becoming aware of the double insurance. The cancellation becomes effective when the insurer receives the declaration requesting it.

B4-2 Declarations and Notifications, Change of Address

B4-2.1 Form and Responsible Office

Declarations and notifications intended for the insurer that relate to the insurance contract and are made directly to the insurer must be submitted in written form (e.g., email, fax, or letter). This does not apply where legal requirements mandate written form or where this contract specifies otherwise.

Declarations and notifications should be addressed to the insurer's head office or to the office designated in the insurance policy or its amendments. Legal provisions regarding the receipt of declarations and notifications remain unaffected.

B4-2.2 Failure to Notify Change of Address or Name

If the policyholder fails to notify the insurer of a change of address, a declaration intended for the policyholder is deemed received three days after a registered letter is sent to the last known address. This applies accordingly in the case of a name change not reported to the insurer.

B4-2.3 Failure to Notify Relocation of Business Premises

If the insurance was taken out under the address of the policyholder's business, B4-2.2 applies accordingly in the event of relocation of the business premises.

B4-3 Authority of the Insurance Representative

B4-3.1 Declarations by the Policyholder

The insurance representative is deemed authorized to receive declarations made by the policyholder regarding:

- a) the conclusion or withdrawal of an insurance contract;
- b) an existing insurance relationship, including its termination.

B4-3.2 Declarations by the Insurer

The insurance representative is deemed authorized to deliver insurance policies or their amendments issued by the insurer to the policyholder.

B4-3.3 Payments to the Insurance Representative

The insurance representative is deemed authorized to accept payments made by the policyholder in connection with the mediation or conclusion of an insurance contract.

A limitation of this authority is only binding on the policyholder if they were aware of it at the time of payment or failed to be aware of it due to gross negligence.

B4-4 Limitation Period

Claims arising from the insurance contract become time-barred after three years.

The limitation period begins at the end of the year in which the claim arose and the creditor became aware of the circumstances giving rise to the claim and the identity of the debtor. Grossly negligent ignorance is equivalent to knowledge.

If a claim under the insurance contract has been reported to the insurer, the period between the notification and the receipt of the insurer's decision in written form (e.g., email, fax, or letter) by the claimant is not counted toward the limitation period.

Otherwise, the limitation period is governed by the general provisions of the German Civil Code (BGB).

B4-5 Jurisdiction

B4-5.1 Lawsuits Against the Insurer

For lawsuits arising from the insurance contract against the insurer, jurisdiction is determined by the location of the insurer's registered office or the branch responsible for the insurance contract.

Additionally, the court in the district where the policyholder has their registered office, branch, residence, or—if none—habitual residence at the time the lawsuit is filed is also competent.

However, if the policyholder relocates their registered office, branch, residence, or habitual residence

abroad after the contract is concluded, the courts of the country where the insurer has its registered office shall have jurisdiction.

B4-5.2 Lawsuits Against the Policyholder

For lawsuits arising from the insurance contract against the policyholder, jurisdiction is determined by the location of the policyholder's registered office, branch, or residence; if none, by their habitual residence. If the residence or habitual residence is unknown at the time the lawsuit is filed, jurisdiction is determined by the location of the insurer's registered office or the branch responsible for the insurance contract.

B4-6 Applicable Law

German law applies to this contract.

B4-7 Embargo Clause

Notwithstanding the other provisions of the contract, insurance coverage exists only to the extent and for as long as no economic, trade, or financial sanctions or embargoes of the European Union or the Federal Republic of Germany directly applicable to the contracting parties conflict with it.

This also applies to sanctions or embargoes imposed by the United States of America, provided they do not conflict with legal provisions of the European Union or the Federal Republic of Germany.

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Preamble

In addition to and partially deviating from the contractual provisions documented for this contract, the following special regulations apply. If these regulations conflict with other documented contractual provisions, the more favorable provisions for the policyholder shall apply. Only the agreements and provisions for the risks specified in the declaration apply. The provisions of this agreement take precedence over the General Insurance Conditions and the General Clause Sheet. If individual contractual agreements are made, those specific agreements shall apply. For **PHÖNIX Personal Liability Premium**, the **INTER Premium Coverage** applies as the contractual basis, unless otherwise agreed in the policy and/or endorsements. For **PHÖNIX Personal Liability Exklusiv**, the **INTER Exklusiv Coverage** applies as the contractual basis, unless otherwise agreed in the policy and/or endorsements.

§ 1 Termination of Multi-Year Contracts

In deviation from B2-1.2 of the General Insurance Conditions for Personal Liability Insurance (AVB PHV), the contract does not renew if either party gives notice at least one month before expiry. **Applies to PHÖNIX PHV Premium:** Termination is possible at any time at the main due date.

§ 2 Deductible

In addition to A1-5.4 of the AVB PHV, the deductible is permanently waived after five claim-free contract years.

§ 3 Market Guarantee *(Applies only to the PHÖNIX PHV Premium tariff line)*

In deviation from A4-10 AVB PHV, damage events occurring abroad are covered up to a limit of €100,000.

§ 4 Improvement Clause (Applies only to the PHÖNIX PHV Premium tariff line)

In addition to A4-9 AVB PHV, the improvement clause applies only if:

uninterrupted insurance coverage existed;
the insured sum with us represents the maximum compensation.
The clause does **not** apply to damages related to:
professional and commercial risks;
intent;
contractual liability;
liability claims against persons under A1-2 (e.g., own damages);
liability claims from risks subject to mandatory insurance or coverage;
assistance services.

§ 5 Special Compensation Legal Protection

In addition to A3-5 AVB PHV, this is also covered under PHÖNIX PHV Exklusiv.

In deviation from A3-5.2 AVB PHV, the insurer provides compensation legal protection according to the conditions (subsidiary coverage), provided the amount in dispute exceeds €0.

§ 6 Change of Risk Carrier

PHÖNIX Schutzgemeinschaft Assekurateur GmbH is entitled to transfer the risk insured under this contract to another insurer on behalf of the policyholder at any time and/or involve additional insurers.

If PHÖNIX Schutzgemeinschaft Assekurateur GmbH exercises this right, the policyholder will be informed immediately about the new insurer to whom contractual rights must be addressed.

Changing the insurer does not trigger a special right of termination.

§ 7 Liability Claims for Property Damage at the Workplace

In addition to A1-6.24 AVB PHV, this is also covered under PHÖNIX PHV Exklusiv.

Compensation is limited to €2,500 per insured event.

Applies to PHÖNIX PHV Premium: Compensation is limited to €1,000,000 per insured event.

§ 8 Damage/Loss/Disappearance of Rented or Borrowed Bicycles, Pedelects, and Other Electric Bicycles

In addition to and deviating from A1-6.6.4 AVB PHV, this is also covered under PHÖNIX PHV Exklusiv.

Compensation is limited to €100,000 per insured event.

Applies to PHÖNIX PHV Premium: Coverage is provided up to the full insured sum.

§ 9 Costs for Replacing Locks in Separate Property (Own Damage)

In deviation from A1-6.21 AVB PHV, for condominium owners, the costs for replacing locks in separate property (own damage) are covered.

The co-ownership share is not considered.

This provision does not apply if another insurer is liable to pay.

Applies to PHÖNIX PHV Exklusiv: Compensation is limited to €1,000 per insured event.

Applies to PHÖNIX PHV Premium: Compensation is limited to €10,000 per insured event.

§ 10 Consequential Costs of Key Loss

In addition to A1-6.21.2 AVB PHV, consequential damages resulting from the loss of keys entrusted to the policyholder in the course of professional, official, or occupational duties by an employer or superior are also covered, up to a compensation limit of €10,000.

§ 11 Use of Motor Vehicles Requiring Insurance

§ 11 I – Driving Third-Party Vehicles While Traveling (Extended “Mallorca Clause”)

In addition to A1-6.11.1 AVB PHV, this is also covered under PHÖNIX PHV Exklusiv.

§ 11 II – Loading and Unloading Damages

In addition to A1-6.11.2 AVB PHV, this is also covered under PHÖNIX PHV Exklusiv. Maximum compensation under the PHÖNIX PHV tariff is limited to €2,500 per insured event and per insurance year.

§ 11 III – Compensation for Downgrading of No-Claims Discount (SFR) and Deductible in Comprehensive Insurance for Damages to or Caused by Borrowed Vehicles *(Applies only to PHÖNIX PHV Premium)*

In addition to A1-6.11.6 AVB PHV, the deductible of the comprehensive motor insurance is reimbursed up to a maximum of €1,000 per insured event.

§ 11 IV – Coverage of Comprehensive Insurance Deductible for Car-Sharing *(Applies only to PHÖNIX PHV Premium)*

In addition to A1-6.11.7 AVB PHV, the deductible of the comprehensive motor insurance is reimbursed up to a maximum of €1,000 per insured event.

§ 11 V – Damage to Rented and Borrowed Mobile Caravans and Motorhomes *(Applies only to PHÖNIX PHV Premium)*

In addition to A1-6.11.8 AVB PHV, the deductible of the comprehensive motor insurance is reimbursed up to a maximum of €1,000 per insured event.

§ 11 VI – Damage to Rented and Borrowed E-Scooters *(Applies only to PHÖNIX PHV Premium)*

In addition to A1-6.11.9 AVB PHV, the deductible of the comprehensive motor insurance is reimbursed up to a maximum of €1,000 per insured event.

§ 12 Replacement at New Value *(Applies only to PHÖNIX PHV Premium)*

In deviation from A1-6.31 AVB PHV, mobile communication devices, computers of any kind, film and photo equipment, music playback devices, and eyeglasses of any kind are covered up to 6 months from the date of purchase.

§ 13 Use of Watercraft

§ 13 I – Own and Third-Party Sailboats

In addition to A1-6.13.1 e) AVB PHV, own sailboats without engines (including without auxiliary or outboard motors or propulsion systems) with a sail area of up to 30 m² are covered.

§ 13 II – Own and Third-Party Sailboats with Motor *(Applies only to PHÖNIX PHV Premium)*

In addition to A1-6.13.1 AVB PHV, own and third-party sailboats with motors up to 11.03 kW (15 HP) and a sail area of up to 30 m² are covered.

§ 13 III – Own Motorboats

In addition to A1-6.13 f) AVB PHV, this is also covered under PHÖNIX PHV Exklusiv.

§ 14 Environmental Impact from Water-Polluting Substances

In addition to A2-1 AVB PHV, coverage is provided for installations with a capacity of up to 250 liters/kilograms (small containers), provided the total capacity of all containers does not exceed 1,500 liters/kilograms.

§ 15 Professional Liability for Teachers *(Applies only to PHÖNIX PHV Premium)*

In deviation from Section A5 AVB PHV, professional liability for risks of teachers is covered for the policyholder and their spouse or life partner working as a teacher at a state-recognized school (civil servants and employees). The scope of coverage corresponds to the provisions of Section A5 AVB PHV.

§ 16 Self-Employed Secondary Activities

In addition to A1-6.29.1 AVB PHV, legal liability arising from self-employed activities without employees is covered, provided these are not craft-related, medical/healing, planning/construction management, or consulting activities. In addition to A1-6.29.2 AVB PHV, for the PHÖNIX PHV Exklusiv tariff, the revenue in the 12 months prior to the damage event must not exceed €12,000. Claims for damages to end customers due to defective products are not covered. The insured sum corresponds to A1-6.29.1 AVB PHV.

§ 17 Voluntary Activities as a Member of the Volunteer Fire Department (Subsidiary)

In deviation from A1-6.2 AVB PHV, activities as a member of the volunteer fire department are covered.

§ 18 Participation in Practical Training

In addition to A1-6.23 AVB PHV, legal liability for damages to teaching equipment, training machines, and laboratory devices at vocational schools, comprehensive schools, universities, or colleges is covered up to the insured sum.

§ 19 Builder's Risk

In addition to A1-6.3.4 AVB PHV, insurance coverage also extends to the legal liability of the policyholder as a builder or contractor for construction work (new construction, renovation, repairs, demolition, excavation)—even if performed by the policyholder or with neighborhood assistance—up to a construction sum of:

€500,000 per project under the PHÖNIX PHV Exklusiv tariff

€1,000,000 per project under the PHÖNIX PHV Premium tariff

§ 20 Waiver of Recourse Against Family Members as Co-Owners of Insured Properties

In addition to A1-6.3 AVB PHV, we waive recourse claims against family members in their capacity as co-owners of the properties listed under A1-6.3.1 AVB PHV, provided no other liability insurance coverage exists.

§ 21 Mediation Related to Buildings and Land (*Applies only to the PHÖNIX PHV Premium tariff*)

In conflict situations arising from a damage event related to ownership or possession of properties listed under A1-6.3.1 AVB PHV, the insurer offers support for conflict resolution through free mediation. Prerequisites for participation include written consent from both the policyholder and the conflict partner to attend a mediation session, and that no legal proceedings or arbitration are ongoing between the parties. Reimbursement is limited to the locally customary fees of a mediator for up to three sessions of two hours each.

§ 22 Co-Insured Persons

In addition to A1-2.1.9 AVB PHV, the provisions regarding the scope of coverage for co-insured persons apply to PHÖNIX PHV.

§ 23 Personal Injuries Between Co-Insured Persons

In addition to A1-2.1 AVB PHV, legal liability claims between co-insured persons are covered, provided they involve personal injury.

§ 24 Damages Abroad

(Applies to the PHÖNIX PHV Premium tariff)

In addition to A1-6.16.2 AVB PHV, the insurer will provide the necessary amount up to the insured sum if the policyholder is required by official order to deposit a security (bail) abroad due to a liability claim.