

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

Assekuradeur 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.

Pet Owner's Liability Insurance Product Information Sheet

Insurers:

INTER Allgemeine Versicherung AG and
PHÖNIX Schutzgemeinschaft Assekuradeur GmbH

This document is provided for information purposes only. It offers a brief overview of the main features of your insurance coverage.

Full details can be found in your contractual documents (application, policy schedule, and policy terms and conditions). Please read all documents carefully to ensure you are fully informed.

What type of insurance is this?

This policy provides liability insurance for pet owners (dogs and horses). It protects you against financial risks arising from compensation claims made by third parties for damages for which you, as the policyholder and pet owner, are legally liable.

What is insured?

- The insurance covers the examination of liability claims brought against you, the settlement of justified claims, and the defense against unjustified claims.
- Insured are personal injury and property damage caused by your dog or horse, for which you, as the owner, or any authorized caretaker, are responsible.

What is the sum insured?

- The applicable sums insured are stated in your application and in your policy schedule.

What is not covered?

Certain risks are excluded from coverage and require separate insurance, for example:

- Animals kept for commercial or agricultural purposes, which must be covered under a separate commercial animal owner's liability policy.
- Compensation is only provided up to the agreed sums insured. If you have agreed to a deductible, this will apply to each insured event.

Are there coverage limitations?

Not all risks can be insured. Otherwise, premiums would be considerably higher. Therefore, certain cases are excluded, including:

- Damage caused intentionally
- Damage occurring between co-insured persons
- Damage resulting from the use of motor vehicles or aircraft subject to compulsory insurance

Where am I covered?

- The liability insurance applies worldwide. You are also protected during temporary stays abroad if you cause a liability claim.

What are my obligations?

As the policyholder, you are subject to certain duties, for example:

- Provide truthful and complete information in the insurance application.
- Inform us if and how the insured risk changes.
- You may be required by us to remove specific hazardous circumstances.
- Report any claim to us immediately, even if no compensation claims have yet been made against you.
- Take all reasonable steps to prevent or mitigate damage and support us in the assessment and settlement of claims by providing accurate and complete reports.

When and how do I pay?

You must pay the first or single premium no later than two weeks after receiving the policy schedule. The due dates of subsequent premium payments are stated in your policy. Depending on the agreement, payment may be quarterly, semi-annually, or annually. You may pay by bank transfer or authorize us to collect the premium from your account.

When does the coverage begin and end?

Insurance cover begins at the date stated in your policy schedule, provided that the first premium has been paid. If not, coverage begins once payment is made.

If your contract has a minimum term of one year, it will automatically renew for one year at a time unless either party terminates the contract. Your notice of termination must reach us no later than three months before the end of the insurance year.

How can I cancel the contract?

Either you or we may terminate the contract at the end of the agreed contract period (with at least three months' notice). Both parties may also terminate the policy under special circumstances, for example after a claim has occurred or if the insured risk permanently ceases to exist – such as when you permanently give up ownership of your animal. In such cases, the policy ends before the expiry of the originally agreed term.

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II. General Information for the Policyholder

1. Identity and serviceable address

1.1. Insurer:

INTER Allgemeine Versicherung AG
Erzbergerstr. 9–15
68165 Mannheim
Telephone: +49 621 427 427
Fax: +49 621 427 944
Email: info@inter.de
Commercial Register: HRB 3181, Local Court Mannheim
VAT Identification No.: DE167724887
Insurance Tax No.: 9116/801/00111

Executive Board:

Roberto Svenda (Chairman), Dr. Sven Koryciorz, Dr. Günther Blaich

Supervisory Board:

Peter Thomas (Chairman)

1.2. Managing General Agent (Assekurateur):

PHÖNIX Schutzgemeinschaft Assekurateur GmbH
Glockengießerwall 2
20095 Hamburg
Telephone: +49 40 299 9400
Email: info@phoenix-versichert.de
Commercial Register: HRB 40179, Local Court Hamburg
VAT Identification No.: DE167724887
Tax No.: 48/75003807

Managing Directors:

Oliver Drewes, Stefan Klahn, Frank Löffler

2. Principal business activity of the insurer / Name and address of the competent supervisory authority

The insurer operates as a private insurance company whose principal business activities include property insurance, liability insurance, accident insurance, and technical insurance.

The supervisory authority is:

Federal Financial Supervisory Authority (BaFin)

Graurheindorfer Str. 108
53117 Bonn, Germany

3. Essential features of the insurance service

The insurance contract is governed by the law of the Federal Republic of Germany.

The mutual rights and obligations are set out in the submitted application, the relevant insurance conditions for the PHÖNIX Pet Owner's Liability Insurance, as well as any applicable special conditions, risk descriptions, clauses, blanket declarations, security guidelines, and statutory provisions. These documents contain details regarding the type, scope, due dates, and fulfillment of benefits.

4. Premium payment

The principles of premium payment are set out in the General Terms and Conditions for Liability Insurance. If a SEPA Direct Debit Mandate is issued, premiums may be paid annually, semi-annually, quarterly, or monthly.

Without a SEPA Direct Debit Mandate, only annual payment (self-payment) is possible.

The minimum premium plus insurance tax is:

- EUR 30 for semi-annual payments
- EUR 15 for quarterly payments
- EUR 5 for monthly payments

5. SEPA Direct Debit Mandate

If a SEPA Direct Debit Mandate is issued, the following applies:

You authorize us, revocably, to collect the insurance premiums due from the account you have specified by means of a direct debit order.

If the account lacks sufficient funds, the bank has no obligation to honor the debit. Costs arising from an objection to a legitimate debit or from a returned debit due to insufficient funds will be borne by you.

You may request reimbursement of the debited amount within eight weeks of the debit date. The terms agreed with your bank apply.

6. Formation of the contract / Commencement of insurance cover

The contract is concluded upon receipt of the policy schedule by the policyholder. Insurance cover begins at the date specified in the policy schedule, provided that the policyholder pays the first or single premium immediately after the expiry of the statutory withdrawal period.

In the case of direct debit, payment of the initial or subsequent premium is deemed timely if we were able to collect the premium on the due date and no objection was lodged against the debit.

7. Validity of the offer

Offers are binding for four weeks from the date of issue, unless a statutory provision requires amendment or an intervening event (in line with the application questions) necessitates a reassessment of the application.

8. Information on the term of the contract

The term of your insurance contract can be found in the application form. The selected contract duration is also stated in the policy schedule.

9. Contractual termination rights

For contracts with a duration of at least one year, the contract will automatically renew for one additional year unless notice of termination is received by either party at least one month before the end of the insurance year.

For contracts with a duration of three or more years, the policyholder may terminate the contract at the end of the third year or at the end of any subsequent year, subject to one month's notice.

For contracts with a duration of less than one year, or for contracts with a fixed termination date agreed in advance, the contract ends automatically at the specified date without requiring termination.

In addition, termination rights exist in the following cases:

- For both the insurer and the policyholder after a claim has occurred
- For the insurer in the event of non-payment of subsequent premiums

Details are set out in the General Terms and Conditions for Liability Insurance. Statutory termination rights remain unaffected.

10. Applicable law

Your insurance contract is governed by the law of the Federal Republic of Germany.

11. Applicable language

The policy terms, 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. Framework agreement for special legal expenses insurance for compensation claims

INTER Allgemeine Versicherung AG has concluded a framework agreement with ARAG SE to provide special legal expenses insurance for compensation claims for policyholders of the Pet Owner's Liability Insurance.

The premium for this legal expenses cover is included in the premium of the Pet Owner's Liability Insurance. If the Pet Owner's Liability Insurance ends, the legal expenses coverage also ends.

a) Policyholder:

INTER Allgemeine Versicherung AG

b) Insured persons:

The respective policyholder and the insured persons under a Pet Owner's Liability Insurance policy arranged

via PHÖNIX Schutzgemeinschaft.

c) Insurer:

ARAG SE

ARAG Platz 1

40472 Düsseldorf

Germany

Telephone: +49 211 987 007 00

Fax: +49 211 963 2850

Email: service@arag.de

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III. Consequences of a Breach of the Statutory Duty of Disclosure

To properly assess your insurance application, it is necessary that you answer all questions in the application truthfully and completely. This also applies to circumstances you may consider insignificant. Any information you do not wish to disclose to the insurance intermediary must be submitted immediately and directly in writing to:

PHÖNIX Schutzgemeinschaft Assekuradeur GmbH, Glockengießerwall 2, 20095 Hamburg.

Please note that your insurance cover may be jeopardized if you provide incorrect or incomplete information. Further details regarding the consequences of a breach of the duty of disclosure can be found below.

What pre-contractual duties of disclosure exist?

Until you submit your contractual declaration, you are obliged to truthfully and completely disclose all risk-relevant circumstances known to you, about which we have requested information in text form. If we inquire in text form about risk-relevant circumstances after you have submitted your contractual declaration but before acceptance of the contract, you are also obliged to disclose these.

What consequences may arise if the pre-contractual duty of disclosure is breached?

1. Withdrawal and loss of insurance cover

If you breach the pre-contractual duty of disclosure, we may withdraw from the contract. This does not apply if you can prove that neither intent nor gross negligence was involved. In the event of grossly negligent breach, we have no right of withdrawal if we would have concluded the contract, albeit under different conditions, even with knowledge of the undisclosed circumstances.

If we withdraw, insurance cover ceases to exist. Should we declare withdrawal after an insured event has occurred, we are still obliged to provide benefits if you can prove that the undisclosed or incorrectly disclosed circumstance was:

- neither relevant to the occurrence or determination of the insured event,
- nor relevant to the determination or extent of our liability.

Our obligation to provide benefits ceases, however, if you have intentionally breached the duty of disclosure. In the event of withdrawal, we are entitled to the portion of the premium corresponding to the elapsed contract period until the effective date of withdrawal.

2. Termination

If withdrawal is not possible because you only negligently or without fault breached the duty of disclosure, we may terminate the contract with one month's notice. The right of termination does not apply if we would have concluded the contract even with knowledge of the undisclosed circumstances, albeit under different conditions.

3. Contractual amendment

If we cannot withdraw or terminate the contract because we would have entered into the contract under different conditions had we known the undisclosed risk circumstances, those conditions become part of the contract at our request.

- If the breach of duty was negligent, the new conditions apply retroactively.
- If the breach of duty was without fault, the new conditions apply only from the current insurance period onwards.

If the amendment results in a premium increase of more than 10% or if coverage for the undisclosed risk is excluded, you may terminate the contract within one month of receiving our notification of the amendment, with immediate effect. We will inform you of this right in our notification.

4. Exercise of our rights

We may exercise our rights of withdrawal, termination, or amendment only in writing and within one month. This period begins once we become aware of the breach of the duty of disclosure that forms the basis of our claim. When exercising these rights, we must state the circumstances on which our declaration is based. Additional circumstances may be cited later, provided the one-month period has not yet expired. We cannot invoke withdrawal, termination, or contractual amendment if we were aware of the undisclosed circumstance or the inaccuracy of the disclosure.

IV. Cancellation Policy

Right of withdrawal

You may withdraw from your contractual declaration within 14 days without stating any reason, in text form (e.g. letter, fax, email, electronic letter).

If you have signed an application, the withdrawal period does not begin until you have received, in text form:

- the insurance policy,
- the contractual provisions including the insurance terms and conditions,
- the further information required under Section 7 (1) and (2) of the German Insurance Contract Act (VVG) in conjunction with Sections 1–4 of the VVG Information Duties Ordinance, and
- this withdrawal notice.

If you requested an offer, the period begins on the day after you sent your declaration of acceptance of our contractual offer. Regardless of this, the period will not begin until you have received, in text form, the documents listed above.

In the case of electronic transactions, the withdrawal period does not begin before we have fulfilled our obligations under Section 312i (1) sentence 1 of the German Civil Code (BGB) in conjunction with Article 246c of the Introductory Act to the German Civil Code (EGBGB).

To comply with the withdrawal period, it is sufficient to send the withdrawal in due time.

The withdrawal must be addressed to:

PHÖNIX Schutzgemeinschaft Assekuradeur GmbH

Glockengießerwall 2

20095 Hamburg

- Fax: +49 40 299 940 9570
- Email: info@phoenix-versichert.de

Consequences of withdrawal

In the event of a valid withdrawal, your insurance cover ends, and we will refund the portion of the premium attributable to the period after receipt of your withdrawal, provided you agreed that insurance cover should commence before the expiry of the withdrawal period. In this case, we are entitled to retain the portion of the premium attributable to the period up to receipt of the withdrawal; this amount corresponds to the sum shown in the insurance policy and will be calculated on a pro rata basis.

Refunds of any amounts due will be made immediately, and at the latest within 30 days of receipt of the withdrawal.

If insurance cover does not begin before the end of the withdrawal period, a valid withdrawal means that any services received must be returned and any benefits derived (e.g. interest) must be surrendered.

If you have validly exercised your right of withdrawal under Section 8 of the Insurance Contract Act (VVG), you are no longer bound by any related contract associated with the insurance contract. A related contract exists if it is connected to the cancelled insurance contract and concerns a service provided by the insurer or by a third party based on an agreement between the third party and the insurer. No contractual penalty may be agreed or demanded.

Special notes

Your right of withdrawal expires if the contract has been fully performed by both parties, 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 a complaint against us as your insurer:

Versicherungsombudsman e.V.

P.O. Box 080632

10006 Berlin

Phone: 0800/696 000

Fax: 0800/369 900

Website: www.versicherungsombudsman.de

Email: beschwerde@versicherungsombudsman.de

There you have access to a free, out-of-court arbitration procedure, provided the claims asserted are not time-barred. Claims under the insurance contract become statute-barred after three years. The limitation period begins at the end of the year in which the claim arose.

The subject of the complaint must not already be pending before a court, arbitration tribunal, or any other dispute resolution body, nor may it have been decided or settled there. The Ombudsman will only consider your complaint once you have submitted your claim to us and given us six weeks to make a decision.

For complaints up to a value of **EUR 10,000**, the Ombudsman will issue a decision that is binding on us.

You, however, remain free to pursue your claim in court. For complaints with a value exceeding **EUR 10,000**, the Ombudsman will issue a non-binding recommendation for both parties. For complaints with a value of **EUR 100,000 or more**, proceedings before the Ombudsman are not possible.

Submitting a complaint to the Ombudsman does not affect your right to take legal action before the ordinary courts.

2. Complaints

If you have complaints, you may contact **INTER Allgemeine Versicherung AG (INTER)** or **PHÖNIX Schutzgemeinschaft Assekuradeur GmbH (PHÖNIX)** directly.

If you do not wish to first raise your concern with INTER or PHÖNIX, you may also contact the supervisory authority mentioned under No. 1.

In addition to the remedies outlined under Nos. 1 and 2, your right to pursue claims in court remains unaffected.

3. Issuer of these insurance terms and conditions

These insurance terms and conditions were negotiated and supplemented by **PHÖNIX**

Schutzgemeinschaft Assekuradeur GmbH together with the insurer. The user of these insurance terms and conditions, however, remains the insurer. In particular, any questions of interpretation and ambiguities in the insurance terms and conditions shall be to the detriment of the insurer.

The insurance terms and conditions were not drafted by PHÖNIX Schutzgemeinschaft Assekuradeur GmbH, but by **INTER Allgemeine Versicherung AG**.

VI. Data Protection Notice

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

1. Data Controllers

Controller for data processing – PHÖNIX

PHÖNIX Schutzgemeinschaft Assekurateur GmbH
Glockengießerwall 2
20095 Hamburg
Phone: 040/299 9400
Fax: 040/299 940 9530
Email: info@phoenix-versichert.de

Data Protection Officer Contact Details

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: 0621/427 427
Email: info@inter.de

You can reach the Data Protection Officer:

- by post at the above address, adding "Datenschutzbeauftragter" (Data Protection Officer), or
- by email at: datenschutzbeauftragter@inter.de

2. Purposes and Legal Bases of Data Processing

We process your personal data in compliance with the **EU General Data Protection Regulation (GDPR)**, the **Federal Data Protection Act (BDSG)**, the 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 in order to conclude the contract and to assess the risk to be assumed.

If the insurance contract is concluded, we process this data for the performance of the contractual relationship, e.g., for issuing the policy or invoicing. We require information about a claim, for example, in order to verify whether an insured event has occurred and the extent of the damage.

The conclusion and performance of the insurance contract are not possible without processing your personal data. In addition, we use your personal data to compile insurance-specific statistics, e.g., for developing new tariffs or to comply with regulatory requirements.

We also use the data from all contracts with INTER Allgemeine Versicherung AG to evaluate the overall customer relationship – for example, to provide advice regarding contract adjustments or additions, for goodwill decisions, or for providing comprehensive information.

The legal basis for processing personal data for pre-contractual and contractual purposes is **Art. 6(1)(b) GDPR**. Where the processing involves special categories of personal data (e.g., your health data when concluding an accident insurance contract), we obtain your consent pursuant to **Art. 9(2)(a) in conjunction with Art. 7 GDPR**. If we create statistics using such data categories, this is based on **Art. 9(2)(j) GDPR in conjunction with §27 BDSG**.

We also process your data to safeguard our legitimate interests or those of third parties (**Art. 6(1)(f) GDPR**). This may be necessary, in particular:

- to ensure IT security and IT operations,
- to prevent and investigate criminal acts (in particular, we use data analysis to detect signs of potential insurance fraud),
- to verify the address you provided before sending correspondence.

Furthermore, we process your personal data to comply with legal obligations, such as regulatory

requirements, commercial and tax retention obligations, or our duty to provide advice. The legal basis for such processing 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 within the framework of legal provisions.

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 data and, if applicable, claim data to insurers so that they can form their own assessment of the risk or claim.

In addition, the insurer may support our company with its specific expertise in risk or claims assessment and in evaluating processes. We only transmit your data to the insurer insofar as this is necessary for fulfilling our insurance contract with you or to the extent required to safeguard our legitimate interests.

For more information on the insurers used, see Section 1 "Controllers".

3.2 Intermediaries

If your insurance contracts are managed by an intermediary, your intermediary processes the application, contract, and claim data required for the conclusion and performance of the contract.

3.3. External service providers

To fulfill our contractual and legal obligations, we partially rely on external service providers. A list of external service providers can be requested via email at datenschutz@phoenix-versichert.de.

3.4. Other recipients

Furthermore, we may transmit your personal data to other recipients, such as authorities, in order to comply with legal reporting obligations (e.g., social security institutions, tax authorities, or law enforcement agencies).

3.5. Data retention period

We delete your personal data as soon as it is no longer required for the purposes listed above. However, personal data may be retained for the period during which claims may be asserted against our company (statutory limitation periods of three up to thirty years). Additionally, we retain personal data as long as we are legally required to do so. Relevant retention obligations arise, among others, from the **Commercial Code (HGB)**, the **Fiscal Code (AO)**, and the **Anti-Money Laundering Act (GwG)**. The retention periods are up to ten years in these cases.

3.6. Data subject rights

You may request information regarding the personal data we hold about you at the addresses stated in Section 1. Furthermore, under certain conditions, you may request the correction or deletion of your data. You may also have the right to restrict the processing of your data and the right to receive the data you have 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 safeguard legitimate interests, you may object to this processing if there are reasons arising from your particular situation that oppose the data processing.

3.8. Right to lodge a complaint

You have the right to lodge a complaint with the data protection officer mentioned above or with a data protection supervisory authority.

The competent data protection authority for us is:

The Hamburg Commissioner for Data Protection and Freedom of Information

Ludwig-Erhard-Str. 22, 7th Floor

20459 Hamburg

Phone: 040/428 544 040

Fax: 040/428 544 000

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 upon occurrence of an insured event, personal data may be exchanged with the previous insurer you 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 the application and contract processing. These decisions are primarily based on your personal risk characteristics.

The fully automated decisions are based in particular on the contractual terms and conditions and the associated rules and processing guidelines derived therefrom.

3.11. Additional individuals

If you provide us with personal data of other individuals in addition to your own (e.g., co-insured persons/partners, alternate account holders, etc.), please inform these individuals about the processing of their data and provide them with the relevant information.

Notes on Structure and Application

Part A contains provisions on the design of insurance coverage in liability insurance:

- **Section A1** applies to general and specific private risks as a private dog or horse owner.
- **Section A2** applies to water damage and damages under the Environmental Damage Act (special environmental risks).
- **Section A3** applies to default risks (claims for non-payment).
- **Section A4** contains guaranteed benefits that go beyond the standard insurance coverage.

The **Common Provisions for Part A** contain regulations regarding the prohibition of assignment, premium adjustment, and premium alignment.

Part B contains provisions on 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, as well as its cancellation.
- **Sections B3 and B4** contain the policyholder's duties and other provisions.

The insurance coverage is governed by the full text of the terms and conditions, the insurance policy, and its endorsements.

INTER Allgemeine Versicherung AG

Erzbergerstr. 9–15
68165 Mannheim

INTER Service Center

Phone: 0621/427-427
Fax: 0621/427-944
Email: info@inter.de
Website: www.inter.de
Service contact page: INTER Service Center Callback Service

Contents

Section A1 – Private Animal Owner Liability Risk

A1-1 Insured characteristics, activities, (insured risk)

A1-2 Regulations on co-insured persons and the relationship between the insured (policyholder and co-insured persons)

A1-3 Insurance coverage, insured event

A1-4 Insurance benefits and insurer's authority

A1-5 Limitation of benefits (sum insured, annual maximum indemnity, series damage, deductible)

A1-6 Special provisions for individual private risks (insurance coverage, risk limitations, and special exclusions)

- **A1-6.1** General environmental risk
- **A1-6.2** Wastewater
- **A1-6.3** Damage to rented, borrowed, leased, or leased property
- **A1-6.4** Non-mandatory motor vehicles, motor vehicle trailers
- **A1-6.5** Damage abroad
- **A1-6.6** Financial losses
- **A1-6.7** Independent part-time activities
- **A1-6.8** Salvage and rescue costs (Premium tariff only)
- **A1-6.9** Replacement value compensation (Premium tariff only)
- **A1-6.10** Premium waiver in case of unemployment (Premium tariff only)
- **A1-6.11** Waiver of contribution for co-responsibility (Premium tariff only)
- **A1-6.12** Other special provisions for animal owner liability insurance
- **A1-6.13** Special provisions for dog owner liability insurance
- **A1-6.14** Special provisions for horse owner liability insurance

A1-7 General exclusions

- **A1-7.1** Intentional damage
- **A1-7.2** Knowledge of defects or harmfulness of products, work, and other services –
- **A1-7.3** Claims between insured persons
- **A1-7.4** Claims by relatives of the policyholder and economically related persons –
- **A1-7.5** Leasing, lease, loan, unauthorized use, special custodial agreements
- **A1-7.6** Damage to manufactured or delivered items, work, and other services
- **A1-7.7** Asbestos
- **A1-7.8** Genetic engineering
- **A1-7.9** Personal and name rights violations
- **A1-7.10** Hostility, harassment, bullying, and other discrimination
- **A1-7.11** Transmission of diseases
- **A1-7.12** Land subsidence, landslides, floods
- **A1-7.13** Radiation
- **A1-7.14** Motor vehicles, motor vehicle trailers
- **A1-7.15** Aircraft, spacecraft, airfields
- **A1-7.16** Watercraft
- **A1-7.17** Damage in connection with the transmission of electronic data

A1-8 Changes to the insured risk (increases and expansions)

- **A1-8.1** Due to increases or expansions of the insured risk
- **A1-8.2** Due to increases of the insured risk through changes to existing or enactment of new legal regulations

A1-9 Newly emerging risks (preventive insurance)

A1-10 Continuation of animal owner liability insurance after the death of the policyholder

Section A2 – Special Environmental Risks

A2-1 Water damage (excluding sediment risk)

- **A2-1.1** Scope of insurance coverage
- **A2-1.2** Rescue costs
- **A2-1.3** Exclusions

A2-2 Remediation of environmental damage under the Environmental Damage Act (USchadG)

- **A2-2.2** Abroad
- **A2-2.3** Exclusions

Section A3 – Default Risk (Claims Default)

A3-1 Subject matter of default coverage

- A3-2** Conditions for benefits
- A3-3** Scope of default coverage
- A3-4** Special exclusions for default risk
- A3-5** Special compensation legal protection (Premium tariff only)
 - **A3-5.1** Insured persons
 - **A3-5.2** Reference to the underlying terms and conditions
 - **A3-5.3** Non-insured legal matters
 - **A3-5.4** Scope of benefits
 - **A3-5.5** Conduct after occurrence of a legal protection case
 - **A3-5.6** Decisive vote / arbitration
 - **A3-5.7** Risk carrier of the special compensation legal protection

Section A4 – Guaranteed Benefits

- A4-1** Waiver of the objection of pre-existing conditions when changing insurers
- A4-2** Accidental breach of duties
- A4-3** Advisory process working group
- A4-4** Guarantee of benefits compared to GDV model conditions
- A4-5** Future benefit improvements – upgrade clause
- A4-6** Waiver of withdrawal for pre-contractual duty of disclosure violations (Premium tariff only)
- A4-7** Waiver of cancellation in the first insurance case (Premium tariff only)
- A4-8** Sum and condition differential coverage (Premium tariff only)
- A4-9** Betterment clause (Premium tariff only)

Common Provisions for Part A

- A(GB)-1** Prohibition of assignment
- A(GB)-2** Changes to the insured risk and impact on premium (premium adjustment)
- A(GB)-3** Premium alignment and right of cancellation following premium adjustment
- A(GB)-4** Arbitration agreements (not applicable to private liability risks)
- A(GB)-5** Waiver of recourse
- A(GB)-6** Complaint offices / supervisory authority / dispute resolution
- A(GB)-7** Jurisdiction

Section B1 – Commencement of Insurance Coverage, Premium Payment

- B1-1** Commencement of insurance coverage
- B1-2** Premium payment, insurance period, premium calculation basis
 - **B1-2.1** Premium payment
 - **B1-2.2** Insurance period
 - **B1-2.3** Insurance year
- B1-3** Due date of the first or single premium, consequences of late or non-payment
 - **B1-3.1** Due date of the first or single premium
 - **B1-3.2** Right of withdrawal of the insurer in case of late payment
 - **B1-3.3** Insurer's exemption from performance
- B1-4** Subsequent premium
 - **B1-4.1** Due date
 - **B1-4.2** Default and damages
 - **B1-4.3** Reminder
 - **B1-4.4** Exemption from performance after reminder
 - **B1-4.5** Cancellation after reminder
 - **B1-4.6** Payment of premium after cancellation
- B1-5** Direct debit procedure
 - **B1-5.1** Duties of the policyholder
 - **B1-5.2** Failed direct debit
- B1-6** Premium in case of early contract termination
 - **B1-6.1** General principle
 - **B1-6.2** Premium or administrative fee in case of revocation, withdrawal, contestation, and lack of insurable interest

Section B2 – Duration and Termination of the Contract / Cancellation

- B2-1** Duration and termination of the contract

- **B2-1.1** Contract duration
- **B2-1.2** Tacit renewal
- **B2-1.3** Contract duration of less than one year
- **B2-1.4** Cancellation for multi-year contracts
- **B2-1.5** Loss of insurable interest

B2-2 Cancellation after an Insurance Event

B2-2.1 Right of cancellation

- **B2-2.1.1** The insurance contract may be cancelled if
 - B2-2.2** Cancellation by the policyholder
 - B2-2.3** Cancellation by the insurer
 - B2-3** Sale/transfer and its legal consequences
- **B2-3.1** Transfer of the insurance
- **B2-3.2** Cancellation
- **B2-3.3** Premium
- **B2-3.4** Duty to notify

Section B3 – Duty of Disclosure, Increased Risk, Other Duties

B3-1 Disclosure obligations of the policyholder or their representative until conclusion of the contract

- **B3-1.1** Completeness and accuracy of information about material risks
- **B3-1.2** Legal consequences of violating the duty of disclosure
 - **B3-1.2.1** Withdrawal and loss of insurance coverage
 - **B3-1.2.2** Cancellation
 - **B3-1.2.3** Contract amendment
- **B3-1.3** Time limit and form for exercising the insurer's rights
- **B3-1.4** Insurer's duty to inform
- **B3-1.5** Exclusion of insurer's rights
- **B3-1.6** Contestation
- **B3-1.7** Expiration of the insurer's rights
- **B3-2** Deleted
- **B3-3** Duties of the policyholder
 - **B3-3.1** Duties before the occurrence of an insured event
 - **B3-3.1.2** Legal consequences
 - **B3-3.2** Duties during and after the occurrence of an insured event
 - **B3-3.3** Exemption from performance due to breach of duties

Section B4 – Additional Provisions

B4-1 Multiple insurers, multiple insurance

B4-2 Declarations and notices, change of address

- **B4-2.1** Form, responsible office
- **B4-2.2** Failure to notify a change of address or name
- **B4-2.3** Failure to notify relocation of commercial branch
- **B4-3** Power of attorney of the insurance agent
 - **B4-3.1** Declarations of the policyholder
 - **B4-3.2** Declarations of the insurer
 - **B4-3.3** Payments to the insurance agent
- **B4-4** Limitation period
- **B4-5** Locally competent court
 - **B4-5.1** Claims against the insurer
 - **B4-5.2** Claims against the policyholder
- **B4-6** Applicable law
- **B4-7** Embargo clause

Section A1 – Private Animal Owner Liability Risk

A1-1 Insured Properties, Activities (Insured Risk)

The legal liability of the policyholder as the owner of the dogs specified in the insurance policy—hereinafter referred to as dog owner liability—and/or riding and draft animals (horses, small horses, ponies, mules, donkeys, etc.)—hereinafter referred to as horse owner liability—is insured to the extent of the following provisions.

Liability of the policyholder as the owner of hunting dogs is **not insured** if coverage already exists under a hunting liability insurance policy.

A1-2 Provisions Regarding Co-Insured Persons and the Relationship Between Insureds (Policyholder and Co-Insured Persons)

A1-2.1 The legal liability of the following persons is insured:

- **A1-2.1.1** Family members of the policyholder and any other persons living in the same household;
- **A1-2.1.2** Non-professional animal keepers and/or (external) riders in this capacity;
- **A1-2.1.3** Non-professional riding participants and shared ownership arrangements (riding participation refers to legal arrangements for the regular use of the insured riding horse in exchange for contributions to maintenance costs).

Coverage also extends to claims by animal keepers, external riders, and riding participants against the policyholder. Contrary to section A1-7.3, claims of unmarried children and family members of the policyholder against the policyholder are also insured if they do not live in the same household.

Also insured are any transferable recourse claims by social insurance carriers, private health insurers, and public or private employers due to personal injury.

A1-2.2 All contractual provisions applicable to the policyholder also apply to co-insured persons, except for the provisions regarding precautionary insurance (A1-9), if the new risk arises only 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, coverage ceases for both the policyholder and co-insured persons.

A1-2.4 Rights under this insurance contract may be exercised only by the policyholder. Both the policyholder and co-insured persons are responsible for fulfilling their duties.

A1-3 Insurance Coverage, Insured Event

A1-3.1 Insurance coverage applies in the event that the policyholder is held liable by a third party for damages arising from an insured event occurring during the validity of the insurance, which results in bodily injury, property damage, or consequential financial loss, under applicable private law liability provisions. An insured event is the occurrence that directly causes damage to the third party. The timing of the act that caused the damage is irrelevant.

A1-3.2 No coverage exists for claims, even if they are legal claims,

- a) for performance of contracts, supplementary performance, self-remedy, withdrawal, reduction, or damages instead of performance;
- b) for damages caused to enable supplementary performance;
- c) for loss of use of the contractual object or failure of the expected contractual outcome;
- d) for reimbursement of futile expenses incurred in reliance on proper performance;
- e) for reimbursement of financial losses due to delayed performance;
- f) for other substitute performances in place of the contractual obligation.

A1-3.3 No coverage exists for claims that exceed the scope of the policyholder's legal liability based on contractual agreements or commitments.

A1-4 Insurance Benefits and Insurer's Authority

A1-4.1 Coverage includes:

- Examination of liability;
- Defense against unjustified claims for damages;
- Indemnification of the policyholder for justified claims for damages.

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

Acknowledgments or settlements made by the policyholder without the insurer's consent bind the insurer only to the extent the claim would have existed without acknowledgment or settlement.

Once the policyholder's liability is legally established for the insurer, the insurer must indemnify the policyholder within two weeks of the third party's claim.

A1-4.2 Insurer's Authority to Act on Behalf of the Policyholder

- The insurer is authorized to make all declarations it deems appropriate for handling the claim or defending against liability claims in the name of the policyholder.
- In the event of a legal dispute regarding liability claims against the policyholder, the insurer is authorized to conduct the proceedings at its own expense in the name of the policyholder.
- The insurer may choose to have the proceedings conducted by a person it appoints or by an attorney of its choice.
- Any cost reimbursements related to the insurer's expenses belong exclusively to the insurer. The policyholder and co-insured persons now assign such future claims to the insurer.

A1-4.3 Defense Costs in Criminal Proceedings

- If a criminal proceeding arises from a loss event that could give rise to a liability claim covered by insurance, and the appointment of a defense attorney is desired or approved by the insurer, the insurer covers the standard or specially agreed higher fees of the attorney.

A1-4.4 Exercise of Rights Regarding Pension Reduction or Cancellation

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

A1-5 Limitation of Benefits (Insurance Sum, Annual Maximum Compensation, Series Damage, Deductible)

A1-5.1 Insurance Sum Limits

- The insurer's indemnity is limited to the insurance sums agreed in the policy, even if coverage extends to multiple persons.
- Insurance sums for bodily injury, property damage, and financial loss:
 - **Exclusive tariff:** €30,000,000
 - **Premium tariff:** €50,000,000
- Maximum compensation per individual claim: €15,000,000

A1-5.2 Annual Maximum

- Unless otherwise agreed, indemnities for all claims in a policy year are limited to twice the agreed insurance sum.

A1-5.3 Series Damage

- Multiple claims arising during the policy period are treated as one claim (series damage) occurring at the time of the first claim if they are caused by:
 - The same cause,
 - Related causes with internal, particularly factual or temporal, connection, or
 - Delivery of goods with the same defects.

A1-5.4 Deductible

- The policyholder participates in each claim with the deductible specified in the policy.
- Even if justified claims exceed the insurance sum, the deductible is deducted from the amount of the claim.
- The insurer remains obligated to defend against unjustified claims even for damages below the deductible unless otherwise agreed.

A1-5.5 Costs Not Counted Toward Insurance Sum

- The insurer's costs do not reduce the insurance sum.

A1-5.6 Exceeding the Insurance Sum

- If justified claims exceed the insurance sum, the insurer covers legal costs in proportion to the ratio of the insurance sum to the total claims.

A1-5.7 Pension Payments

- If the policyholder must pay pension to a claimant and the present value exceeds the insurance sum or remaining sum after other payments, the insurer reimburses only proportionally.
- The calculation follows the applicable Motor Vehicle Liability Insurance regulations in effect at the time of the claim.

A1-5.8 Refusal by Policyholder

- If the policyholder refuses to settle a claim as requested by the insurer, the insurer is not liable for additional costs, interest, or compensation resulting from this refusal.

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

- **Purpose:** A1-6 defines coverage for specific private risks, their limitations, and any special exclusions.
- Unless A1-6 contains deviations, all other contractual provisions (e.g., A1-4 – Insurance Benefits or A1-7 – General Exclusions) also apply to the risks covered under A1-6.

A1-6.1 General Environmental Risk

- The policy covers the policyholder's legal liability under private law for damages caused by environmental impact.
- Environmental damages occur when caused by substances, vibrations, noises, pressure, radiation, gases, vapors, heat, or other phenomena that have spread in soil, air, or water (including bodies of water).
- For damages under the Environmental Damage Act, see Section A2 (special environmental risk).

A1-6.2 Wastewater

- The policy covers the policyholder's legal liability for damages caused by wastewater.
- For property damage, this applies exclusively to damages caused by domestic wastewater.

A1-6.3 Damage to Rented, Borrowed, Leased, or Hired Property

A1-6.3.1 Coverage

- Except as provided in A1-7.5, the policy covers the policyholder's legal liability as an animal owner for damage to privately rented, borrowed, leased, or hired:
 - Real property, buildings, apartments, rooms in buildings, stables, riding halls, horse boxes, and paddocks**
 - For the Horse Owner Liability in the **Exclusive** tariff, compensation is limited to €5,000 per claim.
 - Movable furnishings in holiday accommodations** (holiday apartments/houses, hotel rooms, ship cabins, sleeper train compartments, as well as permanently installed caravans and camping containers)
 - For the Horse Owner Liability in the **Exclusive** tariff, compensation is limited to €5,000 per claim.
 - Other movable third-party property**, including destruction, loss, or misplacement
 - For Dog Owner Liability in the **Exclusive** tariff: €5,000 per event
 - For Horse Owner Liability in the **Exclusive** tariff: €5,000 per event
 - Coverage also extends to movable third-party property under special custody agreements, including medical devices provided for diagnosis or application, unless another insurer is liable.
 - Dog and horse transport trailers**, even if damage arises from the use of a motor vehicle – deviating from A1-7.14
 - Compensation limits:
 - **Exclusive:** €5,000
 - **Premium:** €10,000 per claim
 - Premium tariff only:** Motor vehicles, even if damage arises from use – deviating from A1-7.14
 - Motor vehicles include: passenger cars, motorcycles (designed for no more than 9 people including driver)

- Compensation limit: €500 per claim, maximum double for all claims in a policy year, unless another insurer provides coverage or uncovered deductibles exist under other policies.
- f) **Premium tariff only:** Mobile caravans and motorhomes up to 4 t permissible total weight, even if damage arises from use – deviating from A1-7.14
 - Compensation limit: €500 per claim, maximum double for all claims in a policy year, unless another insurer provides coverage or uncovered deductibles exist under other policies.

A1-6.3.2 Exclusions

The policy does **not** cover liability claims for:

- a) Wear and tear, aging, or excessive use
- b) Damage to heating, machinery, boiler, and hot water systems, as well as electrical and gas appliances, including resulting financial losses
- c) Glass damage, where the policyholder can obtain separate coverage
- d) Damage caused by mold
- e) Damage to items used for a person's profession or business
- f) Damage to jewelry, valuables, or loss of money, documents, and securities

A1-6.3.3 Premium Tariff Only

- The insurer waives the objection of excessive use for rental property damage claims up to €500, deviating from A1-6.3.2.

A1-6.4 Non-Mandatory Motor Vehicles and Trailers

A1-6.4.1 Coverage

- Except as provided in A1-7.14, the policy covers the policyholder's legal liability for damages caused by the use of the following **non-mandatory motor vehicles and trailers**:
 - a) Motor vehicles operating only on non-public roads and areas, regardless of their design speed.
 - b) Motor vehicles with a design speed of no more than 6 km/h.
 - c) Forklifts with a design speed of no more than 20 km/h.
 - d) Self-propelled work machines with a design speed of no more than 20 km/h.
 - e) Vehicle trailers that do not require registration or are used only on non-public roads and areas.

A1-6.4.2 Conditions

- These vehicles may only be used by an **authorized driver**, defined as someone allowed to use the vehicle with the knowledge and consent of the person entitled to dispose of it.
- The policyholder must ensure that the vehicle is not used by unauthorized drivers.
- Use of the vehicle on public roads requires a valid driving license. The policyholder must ensure that only a driver with the required license operates the vehicle.
- Violation of these obligations triggers the consequences outlined in B3-3.3 (legal effects of breaching obligations).

A1-6.5 Damage Abroad

A1-6.5.1 Coverage

- The policyholder's legal liability for claims arising abroad is covered **only if**:
 - › The claim is based on a covered action in Germany or a covered risk located in Germany.
 - › It occurs during a temporary stay in Europe.
 - Europe includes the geographical continent plus non-European Mediterranean states, the Canary Islands, the Azores, and Madeira.
 - › For temporary stays outside Europe, coverage applies for a maximum of 5 years.
- A valid German registration address is required.
- Claims for punitive or exemplary damages are excluded.

A1-6.5.2 Bail

- If authorities require the policyholder to post bail to secure liability under this policy, the insurer will provide up to €100,000.
- The bail is offset against any compensation payment by the insurer. If the bail exceeds the payable compensation, the policyholder must repay the difference. This also applies if bail is retained as a fine, penalty, or to enforce uninsured claims.

A1-6.5.3 Payment Currency

- Payments are made in euros. For payment outside the Eurozone, the obligation is fulfilled when the euro amount is transferred to a financial institution within the Eurozone.

A1-6.6 Financial Losses

A1-6.6.1 Coverage

- The policy covers the policyholder's legal liability for **financial losses** that are not a result of personal injury or property damage.

A1-6.6.2 Exclusions

Coverage **does not apply** to claims arising from financial losses:

- a) Caused by goods manufactured or delivered, work performed, or other services provided by the policyholder (or on their behalf).
- b) From planning, consulting, construction, assembly supervision, inspection, or expert activities.
- c) From advice, recommendations, or instructions to economically affiliated companies.
- d) From brokerage or mediation activities of any kind.
- e) From information, translation, or travel services.
- f) From investment, credit, insurance, real estate, leasing, or similar financial transactions, payment processing, cash management, or embezzlement/misappropriation.
- g) From rationalization or automation.
- h) From violations of industrial property rights, copyrights, antitrust, or competition law.
- i) From failure to meet deadlines, schedules, estimates, or cost projections.
- j) From breaches of duty related to activities as current or former members of boards, management, supervisory boards, advisory boards, or similar governing or oversight bodies.

A1-6.6 k)–m Exclusions (continued)

- k) Arising from **deliberate violations** of legal or official regulations, instructions, or conditions of the client, or any other intentional breach of duty;
- l) Arising from the **loss of items**, including money, securities, and valuables;
- m) Arising from damages caused by **continuous emissions** (e.g., noise, odors, vibrations).

A1-6.7 Self-Employed Part-Time Activities

A1-6.7.1 Coverage

- Covers the policyholder's legal liability from self-employed **part-time activities within Germany** using the insured animal, up to a sum insured of €10,000,000.
- Covered activities must involve the insured animal used:
 - › as a **training dog or horse**;
 - › as a **rescue or search dog or horse**;
 - › for **therapeutic purposes**.

A1-6.7.2 Conditions for Coverage

- The activity must be a part-time self-employed activity carried out during the policyholder's free time; the main source of income comes from another occupation.
- No personnel may be employed.
- Turnover in the last 12 months before the claim must not exceed:
 - › €6,000 for the Exklusiv tariff line,
 - › €22,000 for the Premium tariff line.

If these thresholds are exceeded, the insurer is **released from its obligation to provide coverage**.

- If these conditions are not or no longer met, **no coverage exists** for claims related to the part-time activity.
- Sections A1-8 (Increase/Expansion of the Insured Risk) and A1-9 (Preventive Insurance) **do not apply**.

A1-6.7.3 Excluded Claims

- Arising from:
 - a) Use of carriages, wagons, or sleds;
 - b) Rental or commercial leasing of riding animals;
 - c) Providing riding lessons;
 - d) Damages to third-party property or resulting financial losses if:
 - › The damage arises from commercial/professional activities (e.g., processing, repair, transport, inspection). For immovable property, only if directly affected.

- › The items were used as tools, materials, or work surfaces in the business activity. For immovable property, only if directly affected.
- › The property was within the direct impact area of the business activity. Exclusion does not apply if the policyholder can prove that obvious necessary precautions were taken to avoid damage.
- e) Financial losses;
- f) Damages from risks not typical of the part-time activity.

A1-6.8 Rescue and Salvage Costs (Premium Tariff Only)

- Covers **legal liability for damages** arising from public or private rescue of the insured animal, **including associated rescue costs**.

A1-6.9 Replacement Value Compensation (Premium Tariff Only)

- At the policyholder's request, the insurer pays **replacement value compensation** for property damage.
- The insurer also covers the difference between new and current value if, during the policy, damage is caused by a third party's dog or riding/pulling animal and the third party's animal liability insurer compensates only at **current value**.
- If a claim is covered under **A3 (Uncollectible Claims Coverage)** at current value, this rule applies similarly.
- Maximum compensation: **€5,000 per claim and insurance year**.
- The damaged item must be **less than 24 months old** at the time of damage. Proof of purchase is the policyholder's responsibility. If proof cannot be provided, **only current value compensation** is paid.

Exclusions for Replacement Value:

- a) Mobile communication devices (e.g., mobile phones, pagers)
- b) Computers of any kind, including laptops and tablets
- c) Cameras and film equipment
- d) Portable music or video players (e.g., MP3 players, CD players)
- e) Glasses of any kind

A1-6.10 Premium Tariff – Waiver of Premium during Unemployment

- If the policyholder becomes involuntarily unemployed during the insurance period and:
 - › has been fully employed for at least 12 months,
 - › unemployment lasts at least 1 month,
 - › is not engaged in any paid employment,
 - › is registered as unemployed with the German Employment Agency, and
 - › the premium for this contract has been paid,

then the contract is **premium-free for the duration of unemployment, up to a maximum of 12 months**.

- The premium exemption ends at the start of the month in which employment resumes.
- Self-employed persons are considered unemployed if they **involuntarily cease their self-employment** for reasons other than illness, not only temporarily (e.g., due to insolvency).
- The start and end of unemployment must be **reported immediately** to the insurer.

A1-6.11 Premium Tariff – Waiver of Contributory Negligence

- At the policyholder's request, for claims up to **€500**, the insurer **waives the application of contributory negligence** or the injured party's shared responsibility under §254 BGB (German Civil Code).

A1-6.12 Other Special Rules for Animal Liability Insurance

- Covers the policyholder's legal liability for:
 - a) Damages caused by **intentional or unintentional mating**,
 - b) Damages caused by **animal excrement**,
 - c) **Pasture damages**.

A1-6.13 Special Rules for Dog Liability Insurance

Covers the policyholder's legal liability:

- a) As owner of puppies of the insured dog up to:
 - › 12 months in the Exklusiv tariff line,

› 18 months in the Premium tariff line.

Requirement: Puppies and mother dog remain **in the policyholder's possession**. Insurance beyond this period must be specially agreed.

b) From attending **dog school** and claims by figurants (decoy "offenders").

c) From **private participation in dog sport events** (e.g., competitions, sled dog races, agility, dog dancing, flyball), exhibitions, dog training courses and exams, and related training.

d) From private use of the dog as a **training, rescue, or search dog**, for **therapeutic purposes** (e.g., reading dogs, mantrailing dogs), and **voluntary activities**.

e) From walking the dog **off-leash and without a muzzle**.

A1-6.14 Special Rules for Horse Liability Insurance

A1-6.14.1 Coverage

Covers the policyholder's legal liability:

a) As owner of foals of the insured mare up to:

› 12 months in the Exklusiv tariff line,

› 18 months in the Premium tariff line.

Requirement: Foals and mother remain **in the policyholder's possession**. Insurance beyond this period must be specially agreed.

b) From **private participation in equestrian events** (e.g., races, tournaments, endurance rides), exhibitions, riding lessons, and related training.

c) From **private use of the horse for therapeutic purposes**.

d) From occasional, unpaid **riding instruction** as a favor to riders on the insured horse.

e) From **riding with or without a saddle** and from riding or leading horses with **bitless bridles**.

f) From **leading hand horses**.

g) From **free lending/temporary use of horses to third parties** (risk of third-party riders).

h) From using horses as **draught animals** in occasional private **carriage, wagon, or sled rides**.

i) From damages arising from occasional provision of horses for **club purposes and/or events**.

A1-6.14.2 Exclusions

Coverage does **not** include claims:

a) From damages due to ownership of **carriages, wagons, or sleds**.

b) From damages to horses **placed in the policyholder's care** (boarding horses).

c) From **rental or commercial leasing of horses**.

A1-7 General Exclusions

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

A1-7.1 Intentional Damage

- Claims by any person who **intentionally caused the damage** are excluded.
- Section A1-2.3 does **not apply**.

A1-7.2 Knowledge of Defective or Harmful Products, Work, or Services

- Claims by any person who caused damage **knowing that products, work, or services were defective or harmful** are excluded, including:
 - › putting products into circulation, or
 - › performing work or providing services.
- Section A1-2.3 does **not apply**.

A1-7.3 Claims Between Insured Persons

- Excluded are claims:
 - a) by the policyholder themselves or persons named in A1-7.4 **against other insured persons**,
 - b) between multiple policyholders of the same insurance contract,
 - c) between multiple insured persons of the same insurance contract.
- These exclusions also apply to claims from relatives of the above persons living in the same household.

A1-7.4 Claims from Relatives or Economically Connected Persons

Excluded are claims against the policyholder:

a) arising from damages caused by relatives living in the same household or covered under the insurance contract.

- “Relatives” include:
 - › Spouses, life partners under the German Life Partnership Act, or comparable partnerships under other national laws,
 - › Parents and children,
 - › Adoptive parents and children,
 - › Parents-in-law and children-in-law,
 - › Step-parents and stepchildren,
 - › Grandparents and grandchildren,
 - › Siblings, and
 - › Foster parents and children (persons connected through a long-term parent-child-like relationship).
- b) by the policyholder’s **legal representatives or guardians**, if the policyholder is incapacitated, partially incapacitated, or under guardianship.
- c) by the policyholder’s legal representatives, if the policyholder is a **legal entity of private or public law** or an **unincorporated association**.
- d) by the policyholder’s partners, if the policyholder is a **general partnership, limited partnership, or civil law partnership**.
- e) by the policyholder’s partners, if the policyholder is a **registered partnership company**.
- f) by the policyholder’s **liquidators, bankruptcy trustees, or insolvency administrators**.
 - Exclusions under b) to f) also apply to claims from relatives of those persons living in the same household.

A1-7.5 Leasing, Hire, Borrowing, Unauthorized Possession, Special Custody Agreements

- Claims arising from damage to third-party property or resulting financial loss are excluded if the property was **leased, rented, borrowed, obtained by unauthorized possession, or subject to a special custody agreement** by the policyholder or their authorized representative.

A1-7.6 Damage to Manufactured or Supplied Products, Work, or Services

- Claims arising from damage to products, work, or services **manufactured or delivered by the policyholder** due to causes inherent in production, delivery, or performance, including resulting financial losses, are excluded.
- This applies even if the damage was caused by a defective component or partial service leading to destruction or damage.
- This exclusion also applies if third parties acted **on behalf or for the account of the policyholder** in manufacturing, delivering, or performing the work/services.

A1-7.7 Asbestos

- Claims arising from damage caused by **asbestos, asbestos-containing substances, or products** are excluded.

A1-7.8 Genetic Engineering

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

A1-7.9 Infringement of Personality or Name Rights

- Claims arising from **violations of personality or name rights** are excluded.

A1-7.10 Hostility, Harassment, and Other Discrimination

- Claims arising from **hostility, harassment, unequal treatment, or other discrimination** are excluded.

A1-7.11 Transmission of Diseases

- Excluded are claims arising from:
 - a) **Personal injury** caused by transmission of a disease from the policyholder,
 - b) **Property damage** caused by disease of animals owned, kept, or sold by the policyholder.
- Coverage applies if the policyholder can prove 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 arising from damage **directly or indirectly related to high-energy ionizing radiation** (e.g., radiation from radioactive materials or X-rays).

A1-7.14 Motor Vehicles and Trailers

- Excluded are claims against the owner, possessor, holder, or driver of a motor vehicle or trailer **caused by the use of the vehicle**.
- Section A1-2.3 does **not** apply.

A1-7.15 Aircraft, Spacecraft, and Airfields

- Excluded are claims:
 - a) arising from damage caused by the policyholder, an insured person, or their authorized agent **through the use of aircraft or spacecraft**, or claims where they are held liable as owner or possessor,
 - b) arising from damage to aircraft or spacecraft, transported goods, passengers, or resulting financial losses, as well as from activities such as:
 - › design, construction, manufacturing, or delivery of aircraft or spacecraft or their parts intended for aircraft use,
 - › operations (e.g., assembly, maintenance, inspection, overhaul, repair, transportation) on aircraft, spacecraft, or parts,
 - c) against the policyholder as owner, lessee, tenant, leaseholder, or beneficiary of airfields.
- Activities on an aircraft or spacecraft **do not count as “use”** under this provision if the person is not the owner or possessor and the vehicle is not operated.

A1-7.16 Watercraft

- Excluded are claims arising from damage caused by the policyholder, an insured person, or their agent **through the use of a watercraft**, or claims where they are held liable as owner or possessor.
- Activities on a watercraft **do not count as “use”** if the person is not the owner or possessor and the watercraft is not operated.

A1-7.17 Damage Related to Transmission of Electronic Data

- Excluded are claims arising from exchange, transmission, or provision of electronic data, including:
 - a) deletion, suppression, corruption, or alteration of data,
 - b) failure to record or errors in storing data,
 - c) disruption of access to electronic data exchange,
 - d) transmission of confidential data or information.

A1-8 Changes in the Insured Risk (Increases and Extensions)

A1-8.1 Coverage for Increased or Expanded Risks

- The policy also covers **liability arising from increases or expansions of the insured risk**, except:
 - › risks related to the possession or use of insurance-mandatory motor, aircraft, or water vehicles, and
 - › other risks subject to insurance or coverage obligations.

A1-8.2 Coverage Due to Legal Changes

- Coverage also applies to increases in risk **resulting from changes to existing laws or enactment of new laws**.
- In such cases, the insurer may terminate the policy with **one month's notice**.
- The right to terminate expires if not exercised within **one month from the date the insurer becomes aware of the increase**.

A1-9 Newly Arising Risks (Precautionary Insurance / Vorsorgeversicherung)

A1-9.1 Immediate Coverage for New Risks

- Within the scope of the existing policy, the **policyholder's statutory liability** arising from risks that **arise after the conclusion of the insurance contract** is covered immediately.
- The policyholder must **report each new risk to the insurer within one month** upon request. The request may be included with the premium invoice.
- Failure to report a new risk **in time** results in the **retroactive exclusion of coverage** for that risk from the date it arose.
- If a claim occurs before the new risk is reported, the policyholder must **prove that the risk only arose after the insurance contract was concluded** and that the reporting period had not yet expired.
- The insurer is entitled to **demand a reasonable 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 date it arose.

A1-9.2 Coverage Limit for New Risks

- Coverage for new risks is limited to **€10,000,000 for personal, property, and financial losses** from the time the risk arises until an agreement on the premium is reached (per A1-9.1, paragraph 4).

A1-9.3 Exceptions to Precautionary Insurance

- Precautionary insurance does **not apply** to:
 - a) Risks arising from **ownership, possession, keeping, or use of motor, aircraft, or water vehicles** subject to registration, license, or insurance requirements,
 - b) Risks arising from ownership, possession, or operation of **railways**,
 - c) Risks subject to statutory **insurance or coverage obligations**, except for **insurance-mandatory dogs**. The following dog breeds (and their crosses/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 existing for **less than one year** and therefore requiring short-term insurance contracts,
 - e) Risks arising from **business, professional, official, or governmental activities**,
 - f) Risks related to **geothermal installations involving drilling**.

A1-10 Continuation of the Animal Owner Liability Insurance After the Policyholder's Death

- a) Coverage continues for the **co-insured spouse or registered partner and/or their unmarried children not in a registered partnership** until the next premium due date, but **at least 6 months**.
- b) If the next premium invoice is paid by the surviving spouse or registered partner, they **become the policyholder**.
- c) A registered partner is someone living in a **registered partnership under the German Life Partnership Act** or a **comparable partnership under the law of another country**.

A2 Special Environmental Risks

A2-1 Water Damage (excluding storage risk)

A2-1.1 Scope of Coverage

- The policyholder's **statutory liability** is insured for **direct or indirect consequences** of adverse changes in water quality of a body of water, including **groundwater** (water damage).
- **Financial losses are treated as property damage**.
- If water damage results from the **storage of water-polluting substances in installations operated by the policyholder**, coverage is limited to:
 - Installations up to **150 l/kg content (small containers)**, provided the **total capacity of all containers does not exceed 1500 l/kg**.
- If these limits are exceeded, this coverage **does not apply**, and the **precautionary insurance provisions (A1-9)** apply instead.

A2-1.2 Rescue Costs

- The insurer covers:

- **Expenditures**, even if unsuccessful, that the policyholder may deem necessary to **prevent or reduce the damage** (rescue costs), and
- **Out-of-court expert costs**.
- Rescue costs arise if the occurrence of the insured event **could have been considered unavoidable without initiating rescue measures**.
- This applies **only insofar as these rescue and expert costs, together with the indemnity, do not exceed the sum insured for property damage**.
- Rescue and out-of-court expert costs **incurred at the insurer's instruction** are also covered even if they, together with the indemnity, exceed the property damage sum insured.
- **Approval** by the insurer of measures taken by the policyholder or third parties to prevent or reduce damage **does not constitute an instruction by the insurer**.

A2-1.3 Exclusions

- a) Claims are **excluded for any person who caused the damage by intentionally violating laws, regulations, or official orders/notifications directed to the policyholder** that serve to protect water bodies.
 - **A1-2.3 does not apply**.
- b) Claims are excluded for damages **proven to result from**:
 - War events, other hostile acts, riots, civil commotions, general strikes, illegal strikes, or
 - Direct sovereign decrees or measures.
- The same applies to damages caused by **force majeure**, insofar as **elemental natural forces** were involved.

A2-2 Remediation of Environmental Damage According to the Environmental Damage Act (USchadG)

- An **environmental damage** within the meaning of the USchadG is:
 - a) Damage to **protected species and natural habitats**,
 - b) Damage to **water bodies, including groundwater**,
 - c) Damage to **soil**.

A2-2.1 Coverage

- The insurer covers – **deviating from A1-3.1** – the policyholder's **public-law duties or claims** to remediate environmental damage according to the USchadG, provided that during the policy period:
 - The **emissions causing the damage** entered the environment **suddenly, accidentally, and unintentionally**, or
 - Other damage-causing actions occurred **suddenly, accidentally, and unintentionally**.
- Coverage also applies for environmental damage caused by **storage, use, or other handling of third-party products, only if the damage resulted from a design, production, or instruction error** in these products.
 - **No coverage exists** if the error **could not have been detected** at the time of product release according to the state of science and technology (**development risk**).
- Coverage also extends to **duties or claims related to environmental damage on the policyholder's own, rented, leased, or borrowed properties**, insofar as these properties are **covered under this policy**.

A2-2.2 Abroad

- Coverage applies, within the scope of **A1-6.5**, to insured events occurring within the **EU Environmental Liability Directive (2004/35/EC) territory**.
- It also applies to duties or claims under **national implementation laws of other EU member states**, provided these duties or claims **do not exceed the scope of the above EU directive**.

A2-2.3 Exclusions

- a) Claims are **excluded for any person who caused the damage by knowingly violating laws, regulations, or official orders directed at the policyholder for environmental protection**.
 - **A1-2.3 does not apply**.
- b) Excluded are duties or claims for damage:
 - **Resulting from unavoidable, necessary, or accepted environmental impacts, or**

- **Covered or could have been covered by another insurance policy** (e.g., water damage liability insurance).

A2-2.4 Sum Insured

- The **sum insured per insured event is €5,000,000** and simultaneously represents the **maximum indemnity for all insured events per insurance year**.
- This is **deducted from the flat-rate sum insured per event and the annual maximum indemnity**.

A3 Claim Default Risk (Forderungsausfallrisiko)

A3-1 Subject of Claim Default Coverage

- **Coverage exists if the policyholder or any person co-insured under A1-2 suffers damage from a third party (insured event) during the policy period, under the following conditions:**

A3-1.1–A3-1.2 Subject of Claim Default Coverage

- Coverage exists if the policyholder or any person co-insured under A1-2 is **harmed by a third party (insured event)**, under the following conditions:
 - The third party **cannot fully or partially fulfill their liability to pay damages** because their **inability to pay or perform has been established**, and
 - **Enforcement of the claim against the third party has failed**.
- An insured event is an event that results in **personal injury, property damage, or consequential financial loss**, for which the third party is **legally liable under private law** (damaging third party).
- The insurer is **liable to the extent that the third party would have had coverage under the insured's animal owner liability insurance policy**. Therefore, **all risk descriptions and exclusions that apply to the insured also apply to the third party**.
 - In particular, **there is no coverage if the damage was caused by the third party in the course of their professional or commercial activity**.
- **Coverage extends to damages caused by intentional acts of the third party**, deviating from A1-7.1.

A3-2 Conditions for Payment

The insurer is liable to the policyholder or any co-insured person if:

1. **A3-2.1** The claim has been established by a **final court judgment or enforceable settlement** in a competent court in Germany or another EU member state, Switzerland, the UK, Norway, Iceland, or Liechtenstein.
 - Recognition, default judgments, settlements, and comparable titles of the above countries **bind the insurer only if the claim would have existed without such a title**.
2. **A3-2.2** The damaging third party is **unable to pay or perform**. This is the case if the policyholder or co-insured proves that:
 - Enforcement proceedings did not fully satisfy the claim,
 - Enforcement appears futile because the third party **submitted a sworn declaration of assets in the last three years**, or
 - An insolvency procedure against the third party **did not fully satisfy the claim or was dismissed due to lack of assets**.
3. **A3-2.3** The claims against the damaging third party are **assigned to the insurer up to the amount of the insurance benefit**, and the **enforceable judgment or settlement is handed over**.
 - The policyholder must cooperate in **re-registering the title to the insurer**.
4. **A3-2.4** The policyholder (or co-insured) **has truthfully and fully provided information about the insured event** and has informed the insurer of all correspondence or provided it upon request.
 - In case of violation, **B3-3.3 applies**.

A3-3 Scope of Claim Default Coverage

1. **A3-3.1** Coverage exists **up to the amount of the adjudicated claim**.
2. **A3-3.2** The insurer's indemnity is limited to the **insurance sums stated in the policy and its endorsements**, even if coverage extends to multiple indemnity-eligible persons.
3. **A3-3.3** The damaging third party **has no rights under this policy**.

A3-4 Special Exclusions for Claim Default Coverage

The insurer **does not cover**:

- a) Default interest, contractual penalties, legal enforcement costs (e.g., court and out-of-court costs to enforce the claim or incurred enforcement costs).
- For **Premium tariff**, see A3-5 Special Compensation Legal Protection.
- b) Claims arising from a **legal or contractual transfer of claims**.
- c) Claims if **legitimate objections or legal remedies were not raised or filed on time**.
- d) Claims for damages that **another insurer or social security provider must cover**, including recourse or participation claims by third parties.
- e) Claims causally related to **nuclear or genetic damages, war, riots, civil unrest, strikes, lockouts, or earthquakes**.

A3-5 Special Compensation Legal Protection (Premium tariff only)

A3-5.1 Insured Persons

- The insured persons are the **respective policyholder and all insured persons under this animal owner liability insurance**.

A3-5.2 Reference to the Underlying Conditions

- If the **judicial enforcement of a claim under the claim default coverage (A3-1 to A3-4)** is not covered by another existing legal expenses insurance, the insurer provides **compensation legal protection** according to the following conditions (**subsidiary coverage**), provided the **dispute value exceeds €2,500**.
- The right to legal protection **applies from the first event causing the damage**, as long as this event occurs **after the start of the policy and before its termination**.
- If the legal protection case extends over a period of time, the **start of that period is decisive**.
- If multiple legal protection cases arise from the pursuit of legal interests, the **first case is decisive**, except for any case that:
 - occurred **more than one year before the insurance coverage started** for the affected insured item, or
 - ended **if the case extends over a period**.
- There is **no coverage** if the legal protection claim is **first asserted more than two years after the insurance coverage for the affected item ended**.
- In the event of termination of this animal owner liability insurance, **coverage for the special compensation legal protection also ends**.

A3-5.3 Non-Insured Legal Matters

Legal protection **does not cover the assertion of legal interests**:

- in connection with the **acquisition, sale, planning, or construction of a building or part of a building**, or in connection with **mining damages**;
- between **multiple policyholders or co-insured persons of the same policy**, non-marital or marital partners, in connection with their partnership, including after its termination;
- in matters regulated by **expropriation, planning approvals, land consolidation, or building law**;
- before **constitutional courts, supranational, or international courts**.

A3-5.4 Scope of Benefits

The insurer covers the **necessary costs for legal pursuit**:

- **Attorney fees** of a lawyer acting for the insured, up to the **statutory fee** of a lawyer located at the competent court;
- **Court costs**, including **compensation for witnesses and experts** summoned by the court, as well as **bailiff costs**;
- **Travel expenses** of the insured to a foreign court if their appearance is ordered as a party, up to **€2,600 per legal protection case**;
- **Costs incurred by the opposing party**, if the insured is obliged to reimburse them;
- **One enforcement measure**.

Limitations:

- The compensation is **capped at €150,000 per legal protection case**. Payments for the insured and co-insured persons **arising from the same case are combined**, including multiple interrelated cases.

Not covered:

- Costs arising from a **mutual settlement**, except insofar as they correspond to the proportion of the intended vs. achieved result, unless legally required otherwise;

- Costs from enforcement measures initiated **more than one year after the judgment becomes final**;
- Costs **assumed voluntarily by the policyholder** without legal obligation;
- Costs arising from the **fourth or any subsequent enforcement measure per title**;
- Costs **that another legal expenses insurer would cover** if this special compensation legal protection did not exist.

In case of foreign jurisdiction, the insurer covers:

- **Translation of documents necessary** for pursuing the insured's legal interests;
- **Appointment of an interpreter** necessary for pursuing the insured's legal interests and the associated costs.

A3-5.5 Conduct After the Occurrence of a Legal Protection Case

The insured must:

- **Fully inform the lawyer handling the case** about the facts, provide evidence, give possible information, and procure necessary documents;
- **Obtain the insurer's consent before filing claims or legal remedies**, as long as this does not unreasonably impair the insured's interests;
- **Avoid anything that could unnecessarily increase costs or hinder reimbursement.**
- Claims of the insured against third parties for **reimbursement of costs covered by the insurer** are **transferred to the insurer** upon reimbursement.
- The insured must **provide the necessary documents** for asserting these claims and **cooperate with the insurer's measures upon request.**
- If the insured violates these obligations, the insurer may **be released from the obligation to pay**, unless the violation was **neither intentional nor grossly negligent.**
- In the case of **intentional or grossly negligent violation**, the insurer remains **liable to the extent that the violation did not affect the determination of the legal protection case or the scope of the insurer's obligations.**
- The insurer confirms to the insured the **scope of coverage for the legal protection case.**
- If the insured **takes actions to assert their legal interests before the insurer confirms the coverage**, and costs arise from such actions, the insurer **only covers the costs it would have borne if coverage had been confirmed before these actions.**

A3-5.6 Tie-Breaking Decision

A3-5.6.1

- If the insurer **refuses legal protection** because:
 - a) the expected costs of asserting legal interests **grossly outweigh the anticipated success** considering the interests of the insured community, or
 - b) in the compensation legal protection, **asserting legal interests has insufficient prospects of success,**
- the insured must be **notified immediately in writing, with reasons provided.**

A3-5.6.2

- If the insured **disagrees** with the insurer's refusal, they may **instruct their lawyer** (already working for them or yet to be appointed) **at the insurer's expense** to submit a **reasoned opinion** on whether pursuing legal interests is **proportionate to the expected success and offers reasonable prospects.**
- This decision is **binding for both parties**, unless it **clearly deviates substantially from the actual facts or law.**

A3-5.6.3

- The insurer may set a **minimum one-month deadline** for the insured to fully and truthfully inform the lawyer about the facts and provide evidence so that the lawyer can issue the opinion under A3-5.6.2.
- If the insured **fails to comply within the deadline**, coverage **ceases.**
- The insurer must **explicitly inform the insured of this legal consequence.**

A3-5.7 Risk Carrier for Special Compensation Legal Protection

- Sections **A3-5.1 to A3-5.6** form part of a **group contract** between the **INTER Insurance Group** and the **risk carrier** for special compensation legal protection.
- The risk carrier for this coverage is:

ARAG SE

ARAG Platz 1, 40472 Düsseldorf

Phone: +49 211 98 700 700

Fax: +49 211 963 2850

Email: service@arag.de

A4 – Guarantee Services**A4-1 Waiver of Pre-Contract Objection when Changing Insurer**

- If it is **unclear at the time of the claim** whether an insured event occurred during the term of this insurance or falls under a **previous insurer**, the insurer **will not refuse claim handling** due to missing proof of responsibility.
- If the insurer and the previous insurer cannot agree on **which company is responsible**, the insurer **advances payment within the agreed coverage**, as far as it would have paid under the previous insurance.
- The insured must **assist the insurer as much as possible** in clarifying the facts and **assign claims against the previous insurer** to the new insurer.
- If it later turns out that the claim **did not fall under the insurer's responsibility** and the previous insurer **was also not or only partially liable**, the insurer may **reclaim any overpaid amount**.
- If it remains **unclear which company is responsible**, the insurer will also **advance any additional payment** if it can be determined that at the time the policy was concluded, there were **no signs of an already occurred damage**.

A4-2 Accidental Breach of Duties

- If the insured **fails to report a duty**, **provides incorrect information negligently**, or **neglects another duty**, coverage under e.g., B3-3.3 **still applies** if the insured proves that the **omission was due to oversight** and was **immediately rectified upon discovery**.

A4-3 Advisory Process Working Group

- The insurer guarantees that the **General Terms and Conditions (GTC) underlying this insurance for animal liability coverage** meet the **minimum performance standards** recommended by the "Advisory Processes Working Group" as of 28 September 2015.

A4-4 Guarantee of Performance Against GDV Model Conditions

- The terms and conditions underlying your insurance contract **deviate from the corresponding model conditions solely in your favor**, as recommended by the **German Insurance Association (GDV)** as of 31 May 2020.

A4-5 Future Performance Improvements – Upgrade Clause

- If the insurance conditions underlying this contract are **changed solely to the advantage of policyholders** and **without additional premium** for newly concluded contracts, the **contents of the new conditions shall immediately apply to this insurance contract as well**.

A4-6 Waiver of Withdrawal for Pre-Contractual Duty of Disclosure Breach

(applies only to Premium tariff)

- The insurer **waives its rights to withdraw from the contract** due to pre-contractual disclosure breaches, provided the breach occurred **more than 3 years ago**.
- The condition for this waiver is that the contract is **retroactively adjusted accordingly**.

A4-7 Waiver of Cancellation in First Insurance Claim

(applies only to Premium tariff)

- The insurer **waives the right to cancel the insurance contract** in the event of the first claim.
- This does **not apply** in cases where the insurer has the right to cancel under the **German Insurance Contract Act (VVG)** due to:
 - › breach of obligations, or
 - › breach of the duty of disclosure.

A4-8 Sum and Condition Difference Coverage

(applies only to Premium tariff)

- During the term of the contract, the insurer provides coverage for **losses occurring between the application and the start of the contract**, for a maximum of **12 months**.
- Coverage applies **only if the coverage (extensions and indemnity limits) of this liability insurance exceeds that of an existing contract with another insurer for the same risk**.
- The insurer **covers the difference** between the part of the loss payable under this contract and the payment provided by the previous insurer (**difference coverage**).
- Payments from the existing contract are **deducted from the indemnity under this insurance**. The coverage of this insurance contract is limited to the **final loss after deducting regress or other third-party payments**.
- If the previous insurer **provides no coverage due to gaps in conditions**, this contract **provides coverage within its contractual terms**.
- No coverage exists if the previous insurer is **not obliged to pay due to non-payment of premium or refuses payment due to breach of obligations**.
- The sum and condition difference coverage **does not cover risks not insured under the other contract**, nor **existing differences in insured sums** between this and the other contract.

a) Obligations in Case of a Claim

- The insured must:
 - › **Notify the insurer of the other contract first** and assert claims there,
 - › **Inform this insurer immediately** for difference coverage as soon as the other insurer indicates that a reported claim is not fully covered,
 - › **Submit the policy, endorsements, and confirmations** to this insurer.

b) Consequences of Breach of Obligations

- If the insured **violates the obligations listed above**, the insurer may, under the conditions described in B3-3, **terminate the contract or be partially or fully released from liability**.

A4-9 Betterment Clause

(applies only to Premium tariff)

- If in specific claims it turns out that the **terms of the previous contract** with the same or another insurer are **more favorable for the insured**, the insurer **will settle according to the terms of the previous contract**.
- The insured must **provide the previous contract documents**.
- This rule applies **for a maximum of 5 years from the contract start**.
- It does **not apply to**:
 - › cases that could have been insured under **additional premium tariffs** with INTER Allgemeine Versicherung AG, or
 - › cases that are **subject to tariff-based inquiry**.

A(GB)-1 Assignment Prohibition

- The **indemnity claim** may not be **assigned or pledged** before its final determination **without the consent of the insurer**.
- **Assignment to the injured third party is permitted**.

A(GB)-2 Changes to the Insured Risk and Effect on Premium (Premium Adjustment)

A(GB)-2.1 Notification Obligation

- After a request from the insurer, the policyholder must report **whether and which changes in the insured risk** have occurred compared to previous information.
- This request can also be made via a **note on the premium invoice**.
- The information must be provided **within one month** of receiving the request and, at the insurer's request, **substantiated**.
- If incorrect information is provided to the detriment of the insurer, the insurer may demand a **contractual penalty of three times the determined premium difference**, unless the policyholder proves **no fault** in providing the incorrect information.

A(GB)-2.2 Premium Adjustment

- Based on the policyholder's notification of changes or other findings, the **premium will be adjusted from the time of the change**.
- For the **removal of insured risks**, adjustment takes effect from the **time the notification reaches the insurer**.
- The **contractually agreed minimum premium** must not be undercut.
- All increases or reductions of the minimum premium **occurring after the contract start** in accordance with A(GB)-3.1 are considered.

A(GB)-2.3 Late Notification

- If the policyholder **fails to notify in time**, the insurer may demand a **retroactive payment** for the period for which the notification was due, **equal to the premium already invoiced**.
- If the information is provided later, a **premium adjustment** takes place.
- Any **overpaid premium** will only be refunded if the information was provided **within two months** of receiving the notice of the increased premium.

A(GB)-2.4 Multi-Year Premiums

- The above provisions also **apply to insurance with multi-year premium prepayment**.

A(GB)-3 Premium Adjustment and Right to Terminate After Adjustment

A(GB)-3.1 General Adjustment

- Insurance premiums are **subject to premium adjustment**.
- Premiums calculated based on **wages, construction sums, or sales** are **not subject to adjustment**.
- **Minimum premiums**, however, are subject to adjustment **regardless of the calculation method**.

A(GB)-3.2 Calculation Method

- An **independent trustee** determines annually, effective for premiums due from **1 July**, by what **percentage the average claims payments** of all insurers licensed for the general liability business **have increased or decreased compared to the year before last**.
- The determined percentage is **rounded down to the next whole number divisible by five**.
- Claims payments include **expenses specifically caused by individual claims for determining the cause and amount of insurance benefits**.
- The **average of claims payments in a calendar year** is calculated as the **total claims paid divided by the number of newly reported claims in the same period**.

A(GB)-3.3 Adjustment of Following Year's Premium

- In case of an increase, the insurer is **entitled**, in case of a decrease, **obliged**, to **adjust the following year's premium** by the percentage determined in A(GB)-3.2.
- The adjusted premium is **communicated with the next premium invoice**.
- If the average claims of the insurer in **each of the last five calendar years** increased by a **smaller percentage** than the trustee determined, the insurer may **only increase the following year's premium** by the percentage increase based on its **own internal figures**, not exceeding the amount calculated above.

A(GB)-3.4 Minimum Threshold

- If the adjustment under A(GB)-3.2 or A(GB)-3.3 is **below 5%**, no adjustment occurs, but it is **considered in subsequent years**.

A(GB)-3.5 Termination Right After Premium Increase

- If the premium increases due to adjustment **without changing the coverage**, the policyholder may **terminate the contract within one month** after receiving notice, effective immediately, but **no earlier than the effective date of the increase**.
- The insurer must **inform the policyholder of this termination right** in the notice.
- The notice must reach the policyholder **at least one month before the premium 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)

- The **agreement to arbitration** before a claim occurs **does not affect insurance coverage**, provided the arbitration tribunal meets the following **minimum requirements**:
 - › The tribunal consists of **at least three arbitrators**.
 - › The **chair must be a lawyer** with the **qualification for judicial office**.
 - › If the parties have their **registered offices in different countries**, the chair **may not belong to either country**.
- The arbitration tribunal **decides according to substantive law** and not merely at equitable discretion (except in the case of a settlement, provided the insurer has been allowed to participate in the proceedings).
- The **applicable substantive law** must be determined at the time the arbitration agreement is concluded.
- The **arbitration award** must be made in writing and include **reasoning**, citing the legal norms on which the decision is based.
- The policyholder is **obliged to notify the insurer immediately** about the initiation of arbitration proceedings and to **allow the insurer to participate** in the arbitration process in the same manner as it would participate in ordinary court proceedings.
- Regarding the selection of the arbitrator designated by the policyholder, the insurer must be **granted decisive involvement**.

A(GB)-5 Waiver of Recourse

- If the policyholder **waives recourse claims against third parties before a claim occurs**, this **does not affect insurance coverage**, provided the damage was **not caused by the gross negligence or intent of the recourse debtor**.

A(GB)-6 Complaint Offices / Regulatory Authority / Dispute Resolution

- We want you to be satisfied with our services. If you are not, please **contact us directly** to resolve the matter.
- Additionally, you have the following options:

A(GB)-6.1 Insurance Ombudsman

- If you, as a consumer, are **not satisfied with our decision** or if a negotiation with us did not lead to your desired outcome, you can **contact the Insurance Ombudsman**.

Contact Details:

- Insurance Ombudsman e.V.
- P.O. Box 080632, 10006 Berlin, Germany
- Email: beschwerde@versicherungsombudsmann.de
- Website: www.versicherungsombudsmann.de
- Phone: 0800/3696000
- Fax: 0800/3699000 (free from German phone network)
- The Insurance Ombudsman is an **independent, free-of-charge dispute resolution body**.
- We are **committed to participating** in the dispute resolution process.
- Consumers who **concluded this contract online** can also file complaints via the **EU Online Dispute Resolution (ODR) platform**: <http://ec.europa.eu/consumers/odr/>. Complaints submitted there will be forwarded to the Insurance Ombudsman.
- Questions can also be directed to: info@inter.de.

A(GB)-6.2 Insurance Supervision

- If you are **not satisfied with our service** or disagreements arise during contract handling, you can contact the **regulatory authority** responsible for us.
- As an insurance company, we are supervised by the **Federal Financial Supervisory Authority (BaFin)**.

Contact Details:

- BaFin, Insurance Supervision Sector
- Graurheindorfer Straße 108, 53117 Bonn, Germany
- Email: poststelle@bafin.de

- Phone: 0228/4108-0
- Fax: 0228/4108-1550
- **Note:** BaFin is not an arbitration body and cannot make binding decisions on individual disputes.

A(GB)-6.3 Legal Action

- You also have the option to **pursue legal action in court**.

A(GB)-7 Jurisdiction

A(GB)-7.1 Policyholder Claims

- Claims arising from your insurance contract can be brought especially before:
 - › The court **locally responsible for your residence**.
 - › The court **locally responsible for our registered office** or the branch office managing your policy.

A(GB)-7.2 Insurer Claims

- We can bring claims arising from the insurance contract especially before:
 - › The court **locally responsible for your residence**.
 - › The court **at the location of your business or company headquarters**, if the insurance contract was concluded for your commercial or business operations.

A(GB)-7.3 Special Case: Unknown or Foreign Residence

- If you have **moved your residence, business headquarters, or usual place of stay outside Germany** or if it is **unknown at the time of filing the lawsuit**, the court **responsible for our registered office** will be deemed to have jurisdiction, **deviating from A(GB)-7.2**.

Part B – General Section

Section B1: Commencement of Insurance Coverage, Premium Payment

B1-1 Commencement of Insurance Coverage

- Insurance coverage begins at the time specified in the policy schedule.
- This is subject to the provisions regarding **late payment or non-payment of the initial or single premium**.

B1-2 Premium Payment, Insurance Period, Premium Calculation Basis

B1-2.1 Premium Payment

- Depending on the agreement, premiums are paid in advance, either as **recurring payments** (monthly, quarterly, semi-annually, annually) or as a **single premium**.

B1-2.2 Insurance Period

- The insurance period is **one year**, even if the agreed contract duration exceeds one year.
- If the agreed contract duration is **less 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.
- All subsequent insurance years until the end of the contract are full years.

B1-3 Due Date of Initial or Single Premium, Consequences of Late or Non-Payment

B1-3.1 Due Date of Initial or Single Premium

- The first or single premium must be paid **immediately after the agreed start date** specified in the policy schedule, regardless of any right of withdrawal.
- If the agreed start date of coverage is **before the contract is concluded**, the initial or single premium must be paid **immediately after conclusion** of the contract.
- If the policyholder does not pay immediately after the times specified above, **insurance coverage begins only after payment is made**.
- If the policy schedule deviates from the policyholder's application or prior agreements, the first or single premium is due **at the earliest one month after receipt of the policy schedule**.

B1-3.2 Right of the Insurer to Withdraw in Case of Late Payment

- If the first or single premium is **not paid on time**, the insurer may **withdraw from the contract** until the policyholder makes the payment.
- Withdrawal is **excluded** if the policyholder is **not responsible** for the non-payment.

B1-3.3 Insurer's Release from Obligation

- If the policyholder **fails to pay the first or single premium on time**, the insurer is **not obliged to provide benefits** for any claims occurring **before payment**.
- This applies only if the insurer has **informed the policyholder separately in writing** (e.g., email, fax, letter) or via a **prominent notice in the policy schedule** about this consequence of non-payment.
- Release from obligation applies only if the policyholder is **responsible for the non-payment**.

B1-4 Subsequent Premiums

B1-4.1 Due Date

- Subsequent premiums are due at the beginning of the month, quarter, half-year, or year according to the agreed payment method, or at another agreed date.
- Payment is considered **timely** if made on 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**, provided they are responsible for the late payment.
- In case of default, the insurer is entitled to **claim compensation for damages** caused by the delay.

B1-4.3 Reminder

- If a subsequent premium is **not paid on time**, the insurer may **request payment in writing** (e.g., email, fax, letter) at the policyholder's expense and **set a payment deadline** (reminder).
- The payment deadline must be **at least two weeks** from receipt of the reminder.
- The reminder is only effective if the insurer **itemizes the outstanding amounts, interest, and costs** and **indicates the legal consequences** (release from obligation and right to terminate).

B1-4.4 Release from Obligation after Reminder

- If an insured event occurs **after the expiration of the payment deadline** and the policyholder is **still in default** with premium, interest, or costs, the insurer is **released from the obligation to pay**.

B1-4.5 Termination after Reminder

- If the policyholder **remains in default**, the insurer may **terminate the contract immediately** after the expiration of the payment deadline set in the reminder, **without notice period**.
- Termination can be **linked to the setting of the payment deadline**.
- Termination becomes effective **upon expiration of the deadline** if the policyholder is still in default at that time.
- The policyholder must be **explicitly informed of this consequence** in the termination notice.

B1-4.6 Payment of Premium after Termination

- Termination becomes **ineffective** if payment is made within **one month** after termination.
- If termination was linked to the payment deadline, it becomes ineffective if payment is made within **one month after the deadline**.
- The insurer's release from obligation under **B1-4.4** remains in effect **until payment is made**.

B1-5 Direct Debit (SEPA) Procedure

B1-5.1 Policyholder Obligations

- If the premium is collected via **direct debit**, the policyholder must ensure **sufficient account coverage** at the due date.
- If the premium **cannot be collected through no fault of the policyholder**, payment is still considered **timely** if made immediately after a written payment request from the insurer (e.g., email, fax, letter).

B1-5.2 Failed Direct Debit

- If the policyholder is **responsible** for failed direct debit attempts despite repeated collection attempts, the insurer may **terminate the SEPA direct debit mandate in writing** (e.g., email, fax, letter).
- The termination notice must inform the policyholder that they are **obliged to pay outstanding and future premiums themselves**.
- Any **bank fees** for failed direct debits may be charged to the policyholder.

B1-6 Premiums in Case of Early Contract Termination

B1-6.1 General Principle

- In case of early contract termination, the insurer is entitled only to the portion of the premium corresponding to the **period during which coverage was in effect**.

B1-6.2 Premium or Administrative Fee for Withdrawal, Rescission, Contestation, or Lack of Insurable Interest

B1-6.2.1 Withdrawal by Policyholder

- If the policyholder withdraws within **14 days**, the insurer reimburses only the portion of premiums **after receipt of the withdrawal notice**.
- This applies only if the insurer **provided proper withdrawal instructions** and the policyholder agreed that coverage starts **before the end of the withdrawal period**.
- If withdrawal instructions were missing, the insurer must also reimburse the **first-year premium**, unless the policyholder has already **claimed benefits**.

B1-6.2.2 Rescission by Insurer Due to Pre-Contractual Misrepresentation

- If the insurer rescinds the contract for **pre-contractual misrepresentation**, they are entitled to the premium **up to receipt of the rescission notice**.
- If the contract ends due to non-payment of the initial or first premium, the insurer may charge a **reasonable administrative fee**.

B1-6.2.3 Rescission for Fraudulent Misrepresentation

- If the insurer cancels the contract due to **fraudulent misrepresentation**, they are entitled to the premium **up to receipt of the rescission notice**.

B1-6.2.4 Loss of Insurable Interest

- If the insurable interest **completely and permanently ceases** after coverage begins, the insurer is entitled to the premium that would have been due if the contract had been taken out **only up to the point when the insurer learned of the loss of interest**.

B1-6.2.5 Non-Existence of Insurable Interest at Inception

- The policyholder is **not obliged to pay premiums** if the insurable interest did not exist at the start of coverage or does not materialize for future interests or businesses.
- The insurer may still claim a **reasonable administrative fee**.
- If the policyholder insured a non-existent interest to gain an **unlawful financial advantage**, the contract is **void**.
- In that case, the insurer is entitled to premiums **up to the time they became aware of the voiding circumstances**.

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 policy schedule**.

B2-1.2 Automatic Renewal

- For contracts of at least **one year**, the contract automatically renews **each year**.
- It does **not renew** if either party terminates the contract **at least three months before the end of the current term**.

B2-1.3 Contract Duration Less Than One Year

- For contracts shorter than one year, the contract **ends automatically** at the agreed time **without requiring termination**.

B2-1.4 Termination of Multi-Year Contracts

- For contracts longer than **three years**, the policyholder may terminate at the end of the **third year** or any subsequent year.
- Termination must be received by the insurer **at least three months before the end** of the respective year.

B2-1.5 Loss of Insurable Interest

- If an insurable interest **completely and permanently ceases** after the start of coverage, the contract **terminates with respect to that interest** at the point in time when the insurer becomes aware of the loss of interest.

B2-2 Termination After an Insured Event

B2-2.1 Right to Terminate

B2-2.1.1 Termination Conditions

- The insurance contract may be terminated if:
 - a) The insurer has made a **compensation payment** or a **payment for environmental remediation costs**,
 - b) The insurer has **wrongfully denied the policyholder's claim for indemnification**, or
 - c) The policyholder is **served with a lawsuit** concerning an insured claim.
- Termination must be communicated to the other party in **writing** (e.g., email, fax, letter) **no later than one month** after the payment, denial, or service of the lawsuit.

B2-2.2 Termination by the Policyholder

- If the policyholder terminates, the termination **becomes effective upon receipt** by the insurer.
- The policyholder may specify a **later effective date**, but no later than the **end of the current insurance period**.

B2-2.3 Termination by the Insurer

- Termination by the insurer becomes effective **one month after receipt** by the policyholder.

B2-3 Transfer of Ownership and Consequences

B2-3.1 Transfer of Insurance

- If a company is sold, the **purchaser assumes the policyholder's rights and obligations** under the insurance contract for the period of their ownership.
- This also applies if the company is taken over by a third party due to **usufruct, lease, or a similar arrangement**.

B2-3.2 Termination

- The insurer may terminate the contract with the purchaser with **one month's notice in writing** (e.g., email, fax, letter).
- This right expires if not exercised **within one month of the insurer becoming aware of the sale**.
- The purchaser may terminate the contract **with immediate effect** or at the end of the current insurance period in writing.
- This right expires **one month after acquisition**, or if the purchaser was unaware of the insurance, **one month after becoming aware**.

B2-3.3 Premium

- The **seller and purchaser are jointly liable** for the premium if the transfer occurs during an ongoing insurance period.
- If the contract is terminated, the **seller alone is liable** for the premium.

B2-3.4 Notification Obligations

- The sale must be **immediately reported** to the insurer in writing by the seller or purchaser (e.g., email, fax, letter).
- If the obligation is **breached culpably**, there is **no coverage** for claims arising more than **one month after the notification should have been received**.

- The insurer must prove that they **would not have concluded the contract** with the purchaser otherwise.
- Coverage remains if the insurer **knew of the sale when the notice was due** or if the **termination period had expired without cancellation** at the time of the insured event.

B3 Duty to Disclose, Increase of Risk, and Other Obligations

B3-1 Disclosure Obligations of the Policyholder or Their Representative until Contract Conclusion

B3-1.1 Completeness and Accuracy of Material Information

- The policyholder must disclose to the insurer **all known material risk circumstances** asked in writing (e.g., email, fax, letter) that are **relevant to the insurer's decision to conclude the contract** with the agreed content.
- This obligation applies **even if the insurer asks questions after the policyholder's declaration but before acceptance**.
- If concluded by a representative, the **knowledge and intent of both the representative and policyholder** are considered.
- The policyholder may only claim that the disclosure obligation was **not violated intentionally or through gross negligence** if **neither the representative nor the policyholder** was at fault.

B3-1.2 Consequences of Breach of Disclosure Obligations

B3-1.2.1 Rescission and Loss of Coverage

- If the policyholder breaches the disclosure obligations under **B3-1.1**, the insurer may **rescind the contract**.
- In case of rescission, there is **no coverage for the past** either.

B3-1.2 Consequences of Breach of Disclosure Obligations (continued)

B3-1.2.1 Rescission and Loss of Coverage (continued)

- The insurer has **no right of rescission** if the policyholder proves that the incorrect or incomplete disclosures were **neither intentional nor grossly negligent**.
- The insurer's right of rescission for **grossly negligent** breach does not exist if the policyholder proves that the insurer **would have concluded the contract anyway**, with the same or different terms.
- If the insurer rescinds after the insured event occurs, coverage **cannot be denied** if the policyholder proves that the undisclosed or incorrect circumstance **did not cause the occurrence of the insured event nor affect the determination or scope of benefits**.
- Coverage is still excluded if the policyholder **deliberately** breached the disclosure obligation.

B3-1.2.2 Termination

- If the policyholder breaches the disclosure obligation **through simple negligence or without fault**, the insurer may terminate the contract with **one month's notice**.
- The right to terminate does not apply if the policyholder proves that the insurer **would have concluded the contract anyway**, with the same or different terms.

B3-1.2.3 Contract Modification

- If the breach was **not intentional** and the insurer **would have concluded the contract on different terms**, these other terms **retroactively become part of the contract** upon the insurer's request.
- In case of a **non-fault breach**, the other terms become effective **from the current insurance period**.
- If the modification **increases the premium by more than 10%** or **excludes coverage for the undisclosed risk**, the policyholder may terminate the contract **within one month** after receiving the insurer's notice.
- The insurer must inform the policyholder of this **right to terminate** in the notice.

B3-1.3 Time Limit and Form for Exercising Insurer Rights

- Rights of rescission, termination, or contract modification must be **exercised in writing within one month**.
- The insurer must specify the **circumstances on which it bases its declaration**.

- Additional circumstances may be provided within **one month** after becoming aware of them.
- The one-month period **starts when the insurer becomes aware** of the breach and the relevant circumstances.

B3-1.4 Duty to Inform the Policyholder

- Rights of rescission, termination, or modification exist **only if the insurer has explicitly informed the policyholder in writing** (e.g., email, fax, letter) about the consequences of breaching the disclosure obligation.

B3-1.5 Exclusion of Insurer Rights

- The insurer **cannot invoke rescission, termination, or modification rights** if it **knew of the undisclosed risk or incorrect disclosure**.

B3-1.6 Avoidance for Fraud

- The insurer's **right to rescind due to fraudulent misrepresentation** remains unaffected.

B3-1.7 Expiry of Insurer Rights

- The insurer's rights to rescission, termination, and modification **expire five years after contract conclusion**.
- These rights **do not expire** for insured events occurring within this period.
- The period is **ten years** if the policyholder or their representative **intentionally or fraudulently breached the disclosure obligation**.

B3-2

- **Omitted / Not applicable**

B3-3 Policyholder Obligations

B3-3.1 Obligations Before the Occurrence of an Insured Event

B3-3.1.1 Risk Mitigation

- The policyholder must, **upon insurer request**, remedy particularly hazardous circumstances **within a reasonable time**.
- This does **not apply** if **remediation would be unreasonable** after weighing the interests of both parties.
- Any circumstance that has **already caused a loss** is deemed particularly hazardous.

B3-3.1.2 Consequences

- If the policyholder **intentionally or grossly negligently** breaches an obligation before the insured event, the insurer may **terminate the contract immediately** within **one month of becoming aware**.
- The insurer **has no termination right** if the policyholder proves that the obligation was **neither intentionally nor grossly negligently** breached.

B3-3.2 Obligations During and After the Occurrence of an Insured Event

B3-3.2.1 Duty to Mitigate Loss

- The policyholder must **take measures to avert or reduce the damage** wherever possible.
- Instructions from the insurer must be followed **to the extent reasonable**, and oral or telephone instructions should be obtained if circumstances allow.
- If multiple insurers involved in the contract issue conflicting instructions, the policyholder must act according to **duty-bound discretion**.

B3-3.2.2 In addition to B3-3.2.1, the following applies:

- Each insured event must be **reported to the insurer within one week**, even if no claims for damages have yet been made. The same applies if **liability claims are asserted against the policyholder**.
- The policyholder must **provide detailed and truthful damage reports** and assist the insurer in **investigating and settling the claim**. All circumstances that the insurer considers important for processing the claim must be communicated, and all requested documents must be provided.
- If a **claim is filed against the policyholder in court**, legal aid is requested, or the dispute is **served by the court**, the policyholder must **immediately inform the insurer**. This also applies if **investigations are initiated** against the policyholder regarding the event giving rise to the claim.
- In response to a **payment order or administrative authority ruling for damages**, the policyholder must

timely file an objection or take the necessary legal actions. No insurer instruction is required.

e) If a **liability claim is filed against the policyholder in court**, the policyholder must **allow the insurer to handle the proceedings**. The insurer appoints a **lawyer in the policyholder's name**. The policyholder must **grant power of attorney**, provide all required information, and make requested documents available to the lawyer.

B3-3.3 Insurer Exemption for Breach of Obligation

B3-3.3.1

- If the policyholder **intentionally breaches** an obligation under B3-3.1 or B3-3.2, the insurer is **exempt from paying benefits**.
- For **grossly negligent breaches**, the insurer may **reduce benefits proportionally** to the severity of the policyholder's fault.

B3-3.3.2

- If the policyholder breaches an obligation to provide information **after the insured event**, the insurer is only partially or fully exempt if it has **explicitly notified the policyholder in writing** (e.g., email, fax, letter) of this consequence.

B3-3.3.3

- The insurer remains **obliged to pay** if the policyholder proves that the obligation was **not grossly negligently breached**.
- This also applies if the breach did **not cause the occurrence or determination of the insured event** or affect the scope of benefits.
- This does **not apply** if the policyholder breached the obligation **fraudulently**.

Section B4 – Further Regulations

B4-1 Multiple Insurers, Double Insurance

B4-1.1

- Double insurance exists if the risk is insured under **multiple insurance contracts**.

B4-1.2

- If double insurance occurred **without the policyholder's knowledge**, the policyholder may **request the cancellation of the later contract**.

B4-1.3

- The right to cancel **expires** if the policyholder does not assert it within **one month** after becoming aware of the double insurance.
- The cancellation becomes effective **when the declaration requesting it reaches the insurer**.

B4-2 Declarations, Notifications, Change of Address

B4-2.1 Form and Responsible Office

- All statements and notifications concerning the insurance contract addressed **directly to the insurer** must be submitted **in writing** (e.g., email, fax, letter), unless **statutory law or the contract specifies otherwise**.
- Statements should be sent to the **head office of the insurer** or the office designated in the policy or its endorsements.
- Legal regulations regarding receipt of statements 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**, sending a **registered letter to the last known address** suffices.
- The statement is deemed **received three days after dispatch**.
- This also applies to an **unreported name change**.

B4-2.3 Failure to Notify Change of Business Location

- If the insurance is for a **business address**, B4-2.2 applies **analogously** in the event of relocation.

B4-3 Authority of the Insurance Representative

B4-3.1 Statements of the Policyholder

- The insurance representative is authorized to **receive declarations from the policyholder** regarding:

- a) The **conclusion or withdrawal of an insurance contract**
- b) An **existing insurance relationship, including its termination**

B4-3.1(c)

- Notification and information obligations **before conclusion of the contract and during the insurance relationship.**

B4-3.2 Statements of the Insurer

- The insurance representative is authorized to **deliver insurance policies or endorsements issued by the insurer to the policyholder.**

B4-3.3 Payments to the Insurance Representative

- The insurance representative is authorized to **accept payments made by the policyholder in connection with the brokerage or conclusion of an insurance contract.**
- Any limitation of this authority is only binding on the policyholder if the policyholder **knew of the limitation at the time of payment** or did not know due to **gross negligence.**

B4-4 Statute of Limitations

- Claims arising from the insurance contract **expire 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 is **registered with the insurer**, the period between registration and receipt of the insurer's decision **communicated in writing** (e.g., email, fax, letter) does not count toward the limitation period.
- Otherwise, the limitation period follows the **general provisions of the German Civil Code (BGB).**

B4-5 Competent Court

B4-5.1 Claims Against the Insurer

- For claims arising from the insurance contract **against the insurer**, jurisdiction is determined by the **seat of the insurer** or the branch responsible for the insurance contract.
- The court in the district where the policyholder **has their seat, branch, residence, or, if none, habitual residence at the time of filing** is also competent.
- If, however, the policyholder **moves their seat, branch, residence, or habitual residence abroad after conclusion of the contract**, the courts of the state where the insurer has its seat are competent.

B4-5.2 Claims Against the Policyholder

- For claims arising from the insurance contract **against the policyholder**, jurisdiction is determined by the **seat, branch, or residence of the policyholder**, or if none, their habitual residence.
- If the residence or habitual residence is **unknown at the time of filing**, jurisdiction is determined by the **seat of the insurer** or the branch responsible for the insurance contract.

B4-6 Applicable Law

- **German law** applies to this contract.

B4-7 Embargo Clause

- Subject to the other contractual provisions, insurance coverage exists **only insofar and as long as it is not prohibited** by directly applicable **economic, trade, or financial sanctions or embargoes** of the **European Union or the Federal Republic of Germany.**
- This also applies to sanctions or embargoes of the **United States of America**, insofar as **EU or German law does not prohibit it.**

VIII. Special Agreements and Provisions for PHÖNIX Animal Owner Liability Insurance (PHÖNIX THV)

Contents:

- Preamble
- Additions to the tariff provisions of the PHÖNIX animal owner liability insurance

1. Risk: Dogs

2. Risk: Riding and Draft Animals

§ 1 Termination of Multi-Year Contracts

§ 2 Deductible

§ 3 Market Guarantee (*only for PHÖNIX THV Premium tariff*)

§ 4 Betterment Clause (*only for PHÖNIX THV Premium tariff*)

§ 5 Special Damage Compensation Legal Protection

1. Insured Persons
2. Reference to the underlying terms and conditions
3. Non-insured legal matters
4. Scope of benefits
5. Behavior after the occurrence of a legal protection case
6. Decisive vote / final arbitration
7. Risk carrier of the special damage compensation legal protection

§ 6 Damage to Rented, Borrowed, Leased or Hired Property

§ 7 Self-Employed Secondary Activities

§ 8 Death of the Horse Due to Wolf Attack or Horse Ripper within Germany (*only for PHÖNIX THV Premium tariff*)

§ 9 Bonus Downgrading for Borrowed, Registration-Required Animal Transport Trailers (*only for PHÖNIX THV Premium tariff*)

§ 10 Damage Abroad

§ 11 New-Value Compensation (*only for PHÖNIX THV Premium tariff*)

§ 12 Dog Veterinary Cost Shortfall Coverage

§ 13 Change of Risk Carrier

Preamble:

In addition to, and in some cases deviating from, the contractual provisions documented for this contract, the following special regulations apply.

If these regulations conflict with the other documented contractual provisions, the provisions more favorable to the policyholder shall apply.

Only the agreements and provisions for the risks listed in the declaration apply. The provisions of this agreement take precedence over the General Insurance Conditions as well as the General Clause Schedule.

If individual contractual agreements are made, the corresponding agreements apply.

As the contractual basis for **PHÖNIX Animal Owner Liability Premium**, unless otherwise agreed in the policy and/or endorsements, the **INTER Premium Coverage** applies.

As the contractual basis for **PHÖNIX Animal Owner Liability Exclusive**, unless otherwise agreed in the policy and/or endorsements, the **INTER Exclusive Coverage** applies.

Additions to the Tariff Provisions of the PHÖNIX Animal Owner Liability Insurance:**1. Risk: Dogs**

For the following dog breeds and their crossbreeds or mixes, a premium surcharge of 100% applies.

Additionally, proof of a temperament test and participation in a dog training school must be provided at the time of application.

The policyholder must have reached the age of 30 at the time of application or at the start of the contract.

If these requirements are not met, these dog breeds and their crossbreeds or mixes are not insurable:

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

2. Risk: Riding and Draft Animals

In the tariffing, a distinction is made between riding and draft animals **with riding risk** and **without riding risk** (e.g., pension horses, mules, etc.).

For riding and draft animals without riding risk, when selecting the corresponding tariff, the following regulation applies:

For all claims arising from damages that occur in connection with riding or driving the specified horse, a **deductible of €1,000 per claim** applies.

§ 1 Termination of Multi-Year Contracts

In deviation from B2-1.2 of the General Insurance Conditions for Animal Owner Liability Insurance (AVB THV), the contract **does not automatically renew** if one of the contracting parties has submitted a termination notice at least **one month before expiry**.

Applies to PHÖNIX THV Premium: Termination is possible **at any main due date**.

§ 2 Deductible

In addition to A1-5.4 of the AVB THV, the deductible **permanently ceases after five claim-free contract years**.

§ 3 Market Guarantee

(applies only to the PHÖNIX THV Premium tariff)

If a German-licensed insurer offers an animal owner liability insurance with **broader coverage, higher indemnity limits (sublimits), or lower deductibles** than INTER Allgemeine Versicherung AG, then in the event of a claim, INTER Allgemeine Versicherung AG will:

- Extend the insurance coverage to include such benefits,
- Increase the indemnity limits (sublimits) up to the amount of the other insurer's limits, but **no more than the general insurance sum underlying this contract**,
- Reduce deductibles, provided they are not explicitly stated in the insurance policy and apply to each claim, to the level of the other insurer's contract.

Requirements:

- The policyholder must provide written proof of the extended benefits in the form of insurance terms and conditions.
- The policyholder would have been insurable by the other insurer.
- The tariff must be publicly accessible.

The insured persons included cannot be expanded by the market guarantee.

Excluded from the extension of coverage are **liability claims**...

Excluded are claims:

- from nuclear energy risks;
- for satisfaction of claims beyond statutory liability;
- arising from professional or commercial risks;
- due to intent;
- due to contractual liability;
- for personal losses and costs;
- arising from the keeping or use of vehicles subject to compulsory insurance (motor, air, or water vehicles);
- for damages from risks subject to mandatory insurance or coverage requirements;
- for damages caused by asbestos, asbestos-containing substances, or products;
- for damages from risks that another insurer only covers for an additional premium;
- for damages from risks that could be insured with INTER Versicherung AG for an additional premium.

Also excluded are:

- assistance services, non-insurance services, as well as insurance and services purchased externally by the insurer;
- compensation with a punitive character, in particular punitive or exemplary damages;
- cyber coverage under personal liability;
- payments or other benefits, insofar as providing such benefits would violate applicable sanctions, sanction prohibitions, or sanction restrictions, or expose the insurer to sanctions under such regulations.

Damage events occurring abroad are insured up to a sum insured of **€100,000**.

§ 4 Betterment Clause

(applies only to the PHÖNIX THV Premium tariff)

In addition to A4-9 AVB THV, the betterment clause applies only insofar as:

- continuous insurance coverage existed;
- the insured sum with us represents the maximum indemnity.

Furthermore, the betterment clause **does not apply** to damages related to:

- professional or commercial risks;
- intent;
- contractual liability;
- liability claims against persons under A1-2 (e.g., personal losses);
- liability claims arising from risks subject to mandatory insurance or coverage requirements;
- assistance services.

§ 5 Special Compensation Legal Protection

I. Insured Persons:

The insured are the respective policyholder and the insured persons of this animal owner liability insurance.

II. Reference to underlying conditions:

If the judicial enforcement of a claim under the compensation coverage according to A3-1 to A3-4 AVB THV is **not covered by another existing legal protection insurance**, the insurer provides compensation legal protection under the following conditions (subsidiary coverage), provided the dispute value exceeds:

- PHÖNIX THV Premium tariff: **€0**
- PHÖNIX THV Exclusive tariff: **€1,000**

Legal protection coverage applies from the **first event causing the damage**, provided that this event occurs **after the contract start and before its termination**.

If the legal protection case extends over a period, its **start date is decisive**.

If multiple legal protection cases are causally related to asserting legal interests, the **first case is decisive**, except for any case:

- that occurred more than one year **before the start of insurance coverage** for the insured item, or
- that has ended, insofar as the legal protection case extends over a period.

There is **no insurance coverage** if the claim for legal protection is first asserted **later than two years after termination of the insurance coverage** for the insured item.

Upon termination of this animal owner liability insurance, the coverage under the **Special Compensation Legal Protection** also ends.

III. Non-Insured Legal Matters:

Legal protection does **not cover asserting legal interests**:

- in connection with acquisition, sale, planning, or construction of a building or part of a building, or in connection with mining damage;
- between multiple policyholders or co-insured persons under the same insurance contract, including non-marital and marital partners, in connection with the partnership, even after its termination;
- in expropriation, zoning, land consolidation, or matters regulated by the Building Code;
- before constitutional courts, supranational or international courts.

IV. Scope of Coverage

The insurer covers the costs necessary for pursuing legal claims:

- of a lawyer acting on behalf of the insured, up to the amount of the statutory fees of a lawyer residing at the location of the competent court;
- of the court, including compensation for witnesses and experts summoned by the court, as well as the costs of the bailiff;
- of the insured's travel to a foreign court, if their appearance as a party is required, up to a maximum of €2,600 per legal protection case;
- incurred by the opposing party in exercising their legal interests, insofar as the insured is obligated to reimburse them;
- of a compulsory enforcement step.

The compensation is limited to **€150,000** per legal protection case. Payments for the insured and co-insured persons arising from the same legal protection case are added together. This also applies to payments for multiple legal protection cases that are temporally and causally related.

The insurer does **not** cover:

- costs arising from amicable settlements, insofar as they do not correspond to the ratio of the desired outcome to the achieved outcome, unless a legally prescribed cost distribution deviates from this;
- costs arising from enforcement measures initiated later than one year after the legal enforceability of the enforcement title;
- costs that the policyholder of this animal owner liability insurance assumed without a legal obligation;
- costs arising from the fourth or any subsequent enforcement measure per enforcement title;
- costs that another legal protection insurer would have been obliged to cover if the Special Compensation Legal Protection policy did not exist.

For foreign matters, the insurer ensures:

- the translation of documents necessary for asserting the insured's legal interests that are in written form and bears the associated costs;
- the appointment of an interpreter required to assert the insured's legal interests and bears the costs of their services.

V. Conduct after Occurrence of a Legal Protection Case

The insured must:

- fully inform the lawyer commissioned to represent their interests about the facts, indicate the evidence, provide possible information, and obtain the necessary documents;

- insofar as their interests are not unreasonably impaired:
 - obtain the insurer's consent before filing lawsuits or legal remedies;
 - avoid anything that could unnecessarily increase costs or complicate reimbursement.

Claims of the insured against third parties for reimbursement of costs covered by the insurer are transferred to the insurer upon reimbursement. The insured must provide the necessary documents for asserting these claims and cooperate upon request.

If the insured violates these obligations, the insurer may be released from the obligation to provide coverage, unless the violation was neither intentional nor grossly negligent. In the case of intentional or grossly negligent violation, the insurer remains obligated **to the extent that the violation did not affect the determination of the legal protection case or the scope of the insurer's obligations.**

The insurer confirms to the insured the extent of insurance coverage for the legal protection case. If the insured takes measures to assert their legal interests before the insurer confirms the scope of coverage, and costs arise from such measures, the insurer only covers the costs that it would have borne if coverage had been confirmed prior to taking these measures.

VI. Decisive Opinion / Arbitration (Stichentscheid)

VI.1 If the insurer refuses legal protection because:

- a) the anticipated costs of asserting legal interests are, considering the legitimate interests of the insured community, grossly disproportionate to the intended outcome, or
- b) in compensation legal protection, asserting legal interests has no sufficient prospects of success, this must be communicated to the insured **immediately in writing**, with reasons provided.

VI.2 If the insurer has denied coverage pursuant to §5 Section VI.A1-1.VI.1, and the insured does not agree with the insurer's assessment, they may instruct the lawyer acting for them, or to be commissioned, **at the insurer's expense** to submit a reasoned statement on whether pursuing legal interests is proportionate to the intended outcome and has sufficient prospects of success. The decision is binding for both parties unless it clearly deviates significantly from the actual facts or law.

VI.3 The insurer may grant the insured a period of **at least one month** within which the policyholder must fully provide the lawyer with ...

VI.3 The insured must fully inform the lawyer about the facts of the case and indicate the evidence so that the lawyer can submit the statement pursuant to §5 Section VI.A1-1.VI.2. If the insured fails to fulfill this obligation within the period set by the insurer, insurance coverage ceases. The insurer is obliged to explicitly inform the insured about the legal consequence associated with the expiration of this period.

VII. Risk Carrier of the Special Compensation Legal Protection

The provisions under §5 Sections I to VI are part of a group contract concluded between the INTER insurance group and the risk carrier for the Special Compensation Legal Protection. The risk carrier for the Special Compensation Legal Protection is **ARAG SE**.

Contact:

ARAG Platz 1, 40472 Düsseldorf
 Phone: +49 211 98 700 700
 Fax: +49 211 963 2850
 Email: service@arag.de

§6 Damages to Rented, Borrowed, Leased, or Leased Items

In addition to A1-6.3.1 a) AVB THV, claims arising from damages to land, buildings, apartments, living spaces, and rooms in buildings are insured up to the contract coverage sum.

Deviating from A1-6.3.1 a) AVB THV, claims arising from damages to stables, riding halls, boxes, and paddocks are insured with the following coverage sums:

- PHÖNIX THV Premium: €50,000
- PHÖNIX THV Exklusiv: €10,000

In addition to A1-6.3.1 b) and c) AVB THV, claims for damages to movable furnishings in holiday accommodations and other third-party movable property are insured with the following coverage sums:

- PHÖNIX THV Premium Dog: Contract coverage sum
- PHÖNIX THV Dog Exklusiv: €100,000
- PHÖNIX THV Premium Horse: €50,000
- PHÖNIX THV Horse Exklusiv: €10,000

In addition to A1-6.3.1 d) AVB THV, claims for damages to dog and horse transport trailers are insured with the following coverage sum:

- PHÖNIX THV Premium: €50,000

In addition to A1-6.3.1 e) and f) AVB THV, claims for damages to motor vehicles, caravans, and mobile

homes are insured with the following coverage sum:

- PHÖNIX THV Premium: €1,000

§7 Independent Part-Time Activities

Deviating from A1-6.7.3 c) AVB THV, the legal liability of the policyholder and co-insured persons from occasional or part-time activity as a riding instructor – exclusively with insured animals – is insured.

Covered activities include:

- Providing lessons in theory and practice, and supervising riding students (including groundwork, longeing, vaulting)
- Organizing, leading, and supervising events such as tournaments, exams, parades
- Organizing, leading, and supervising riding excursions, including stays/overnight accommodations
- Use of training equipment
- Guided rides

The coverage sum and conditions for benefits apply analogously to A1-6.7 AVB THV.

§8 Death of a Horse by Wolf Attack or “Horse Ripper” in Germany

(only for PHÖNIX THV Premium)

If a horse insured under this contract in Germany dies

- due to a wolf attack, or
- unlawfully by a person, particularly by so-called “horse rippers,”

the insurer reimburses the value of the horse immediately before the fatal event and the costs for collection and disposal of the animal, up to a total of **€5,000**.

§9 Discount Downgrade for Borrowed Licensed Animal Transport Trailers

(only for PHÖNIX THV Premium)

Deviating from A1-7.14, the legal liability of the policyholder for financial losses caused by the use of borrowed licensed animal transport trailers, and the resulting downgrade of the no-claims bonus in the motor vehicle liability insurance of the animal transport trailer, is insured.

Compensation is limited to the **additional premium for the first three years**, as determined by the applicable tariff conditions for the affected motor vehicle liability insurance. Compensation exceeding the amount provided by the motor vehicle liability insurer is **not** covered.

The insurer provides no compensation if the claim can be covered by another insurance policy (e.g., personal liability insurance) – **subsidiary coverage applies**.

§10 Damages Abroad

Applies to PHÖNIX THV Premium: In addition to A1-6.5.2 AVB THV, the insurer provides the policyholder with the necessary amount up to a maximum of **€250,000** if, in the event of a claim abroad, a bail is required by official order to secure obligations arising from the policyholder's legal liability.

§11 Replacement Value Compensation

(only for PHÖNIX THV Premium)

Deviating from A1-6.9 AVB THV, damages to mobile communication devices, computers of any type, film and photo equipment, music playback devices, and glasses of any type are insured up to **6 months from the date of purchase**.

§12 Dog Veterinary Cost Default Coverage

In addition to Section A3 (Claim Default Risk) AVB THV, insurance coverage also exists if the policyholder's claim for damages arising from property damage cannot be enforced because the responsible party is unknown. Property damage refers exclusively to **necessary veterinary costs for the insured dog**, e.g., veterinary costs due to dog bites.

The insurer is only liable if:

- a criminal complaint has been filed by the policyholder,
- the police investigation has been closed and the written closure notice is available, and
- the insurer has been granted access to the police investigation file.

The **maximum compensation** per claim and per insurance year is **€1,500**.

§13 Change of Risk Carrier

PHÖNIX Schutzgemeinschaft Assekuradeur GmbH is entitled to transfer the insured risk under this contract at any time, in the name of the policyholder, to another insurer as the risk carrier and/or to involve additional insurers.

If PHÖNIX Schutzgemeinschaft Assekuradeur GmbH exercises this right, the policyholder will be promptly informed about which insurer is now responsible for asserting contractual rights. The change of insurer **does not trigger a special right of termination**.

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