This document is an unofficial translation of the General and Special Terms and Conditions for the PHÖNIX Private Accident Insurance – Exclusive.

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.

PHÖNIX Schutzgemeinschaft Assekuradeur GmbH
Glockengießerwall 2
D-20095 Hamburg

Geschäftsführer
Oliver Drewes, Frank Löffler
Amtsgericht Hamburg HRB 40179

Telefon (0 40) 29 99 40 - 0
service@phoenix-versichert.de
www.phoenix-versichert.de

Ein Unternehmen der PHÖNIX MAXPOOL Gruppe

This leaflet is provided for your information only and gives you a brief overview of the key contents of your insurance.
Full details can be found in your contractual documents (insurance application, insurance policy, and insurance conditions). To ensure you are fully informed, please read all documents carefully.

What type of insurance is this?
This is a private accident insurance. It provides cover against risks arising from accidental injuries.

What is insured?
✓ Accidents are insured. An accident occurs, for example, if the insured person is injured because they trip, slip, or fall.
We offer in particular the following types of benefits:

Cash benefits
✓ One-time invalidity benefit in the event of permanent impairments
(e.g. restricted mobility).
✓ Lifelong accident pension in the case of particularly severe impairments.
✓ Daily hospital allowance and convalescence allowance for hospital stays or outpatient operations.
✓ Reimbursement of costs for search, recovery, and rescue operations.
✓ Health spa allowance.
✓ Reimbursement of costs for accident-related cosmetic surgery.
✓ Payment of a death benefit in the event of accidental death.
The types of benefits and the corresponding insured sums are agreed with you in the insurance contract.

What is not insured?
✗ Illnesses
(e.g. diabetes, osteoarthritis, stroke).
✗ Costs for medical treatment.
✗ Property damage (e.g. glasses, clothing).

Are there any coverage restrictions?
Not all conceivable cases are insured. The following, for example, are excluded from insurance cover:
! Accidents caused by drug use.
! Accidents occurring while intentionally committing a criminal offense.
! Intervertebral disc damage.
! Accidents while operating an aircraft or air sports equipment.
! Accidents caused by nuclear energy.
If accident consequences and illnesses occur together, benefits may be reduced.

Where am I insured?
✓ You have insurance coverage worldwide.

What obligations do I have?
The following obligations apply, for example:
- You must answer all questions in the application form truthfully and completely.
- You must pay the insurance premiums on time and in full.
- You must notify us of any change of occupation as soon as possible so that we can adjust the contract.
- After an accident, you must consult a doctor immediately and inform us about the accident.

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When and how do I pay?
You must pay the first or the one-time premium no later than two weeks after receiving the insurance policy. The due dates for subsequent premiums are stated in the insurance policy. Depending on the agreement between us, payments may be made monthly, quarterly, semi-annually, or annually. You may transfer the premium to us or authorize us to debit it directly from your bank account.

When does the coverage begin and when does it end?
Insurance coverage begins at the time stated in the insurance policy, provided that you have paid the first insurance premium. Otherwise, coverage begins upon payment. If your contract has a term of at least one year, it will automatically renew for one additional year at a time, unless you or we have terminated the contract.

How can I cancel the contract?
You or we may terminate the contract at the end of the agreed term (notice must be given at least three months in advance). You or we may also terminate the contract if we have provided a benefit, or if you have filed a lawsuit against us for benefits. In this case, the insurance ends before the end of the agreed term.

II. General Information for the Policyholder

1. Identity and address for service of process

1.1. The insurer:

INTER Allgemeine Versicherung AG
Erzbergerstr. 9–15
68165 Mannheim, Germany
Phone: +49 621 427 427
Fax: +49 621 427 944
Email: info@inter.de
Commercial Register No. HRB 3181 at Mannheim Local Court
VAT identification number: DE167724887
Insurance tax number: 9116/801/00111
Management Board: Roberto Svenda (Spokesman), Dr. Sven Koryciorz, Michael Schillinger
Supervisory Board: Peter Thomas (Chairman)

1.2. The managing general agent (Assekuradeur):

PHÖNIX Schutzgemeinschaft Assekuradeur GmbH
Glockengießerwall 2
20095 Hamburg, Germany
Phone: +49 401 299 9400
Email: info@phoenix-versichert.de
Commercial Register: HRB 40179 at the District Court of Hamburg
VAT identification number: DE167724887
Tax number: 48/75003807
Management: Oliver Drewes, Frank Löffler

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

As a private insurance company, the main business activity consists of operating property insurance, liability insurance, accident insurance, and technical insurance.
The supervisory authority is the Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht – BaFin), Graurheindorfer Str. 108, 53117 Bonn, Germany.

3. Essential characteristics of the insurance benefits

The insurance relationship is governed by the laws of the Federal Republic of Germany.
The mutual rights and obligations arising from this application are governed by the applicable insurance conditions for PHÖNIX Accident Insurance, as well as, where applicable, special conditions, risk descriptions, clauses, flat-rate declarations, safety guidelines, and statutory provisions. These documents also contain information on the type, scope, due date, and fulfillment of the benefits.

4. Payment of premiums

The principles of premium payment are described in the General Insurance Conditions for Liability Insurance. If a SEPA direct debit mandate is issued, annual, semi-annual, quarterly, and monthly payment options are available. If no SEPA direct debit mandate is in place, only annual payment is possible (self-payer). The minimum premium plus insurance tax is EUR 30 for semi-annual payment, EUR 15 for quarterly payment, and EUR 5 for monthly payment.

5. SEPA direct debit mandate

If a SEPA direct debit mandate is issued, the following applies:
You revocably authorize us to collect the insurance premiums due from the account specified by you by means of a direct debit. If the account does not have sufficient funds, the bank maintaining the account is

not obliged to honor the debit. Any costs arising from an objection to a justified debit or from returned direct debits due to insufficient funds shall be borne by you.
You may request a refund of the debited amount within eight weeks from the debit date. The conditions agreed with your bank apply.

6. Conclusion of the contract / Commencement of insurance coverage
The contract is concluded upon receipt of the insurance policy by the policyholder. Insurance coverage begins at the time stated in the insurance policy, provided that the policyholder pays the first or one-time premium immediately after expiry of the cancellation period. In the case of direct debit, payment of the initial or subsequent premium is deemed timely if we were able to collect it at the specified time and no objection was raised against the direct debit.

7. Validity period of the offer
Offers are binding on us for four weeks from the date of issue, unless a change is required by law or an intervening event (in accordance with the application questions) necessitates a new risk assessment.

8. Information on the term
Details regarding the term of your insurance contract can be found in the application form. The contract duration you requested is stated there and is also printed on the insurance policy.

9. Contractual termination options
If the contract term is at least one year, the contract will be extended by one additional year at a time unless notice of termination is received by you or by us no later than one month before the end of the insurance year. If the contract term is three years or more, you may terminate the contract at the end of the third year or at the end of any subsequent year by giving one month's notice.
If the contract term is less than one year, or if contracts provide for a fixed end date from the outset, the contract ends at the scheduled time without the need for termination.
In addition, a right of termination exists in the following cases:
› For both the insurer and the policyholder after an insured event
› For the insurer in the event of non-payment of a subsequent premium
Further details can be found in the General Insurance Conditions for Liability Insurance.
Statutory rights of termination remain unaffected.

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

11. Applicable language
The policy conditions, all other contractual provisions, and this consumer information are provided to you in German. Communication during the term of the contract will be conducted in German.

III. Consequences of a breach of the statutory duty of disclosure
In order for us to properly assess your insurance application, it is necessary that you answer the questions asked in the application truthfully and completely. This also includes circumstances that you consider to be of only minor importance.

Information that you do not wish to provide to the insurance intermediary must be submitted promptly and directly in writing to PHÖNIX Schutzgemeinschaft Assekuradeur GmbH, Glockengießerwall 2, 20095 Hamburg.

Please note that you may jeopardize your insurance coverage if you provide incorrect or incomplete information. Further details on the consequences of a breach of the duty of disclosure can be found in the information below.

What pre-contractual duties of disclosure apply?
Until you submit your contractual declaration, you are obliged to disclose truthfully and completely all material circumstances known to you about which we have asked in text form. If, after you have submitted your contractual declaration but before acceptance of the contract, we ask in text form about material circumstances, you are also obliged to disclose these.

What consequences may arise if a pre-contractual duty of disclosure is breached?
1. Withdrawal from the contract and loss of insurance coverage
If you breach the pre-contractual duty of disclosure, we may withdraw from the contract. This does not apply if you can prove that there was neither intent nor gross negligence. In the case of a grossly negligent breach of the duty of disclosure, we have no right of withdrawal if we would have concluded the contract even with knowledge of the undisclosed circumstances, albeit under different terms.

In the event of withdrawal, there is no insurance coverage. If we declare withdrawal after the occurrence of the insured event, we nevertheless remain obliged to perform if you can prove that the circumstance that was not disclosed or not correctly disclosed

› was neither causal for the occurrence or determination of the insured event,
› nor for the determination or extent of our obligation to perform.

However, our obligation to perform ceases if you fraudulently breached the duty of disclosure. In the event of withdrawal, we are entitled to the portion of the premium corresponding to the period of the contract that elapsed up to the effective date of the withdrawal declaration.

2. Termination
If we are unable to withdraw from the contract because you breached the pre-contractual duty of disclosure only through simple negligence or without fault, we may terminate the contract by giving one month's notice. Our right of termination is excluded if we would have concluded the contract even with knowledge of the undisclosed circumstances, albeit under different terms.

3. Amendment of the contract
If we cannot withdraw from or terminate the contract because we would have concluded the contract even with knowledge of the undisclosed risk circumstances, albeit under different terms, these other terms shall become part of the contract at our request.

If you breached the duty of disclosure negligently, the other terms shall become part of the contract retroactively.

If you breached the duty of disclosure without fault, the other terms shall become part of the contract only from the current insurance period onward.

If the premium increases by more than 10% as a result of the contract amendment, or if we exclude coverage for the undisclosed circumstance, you may terminate the contract without notice within one month of receipt of our notification of the contract amendment. We will inform you of this right in our notification.

4. Exercise of our rights

We may exercise our rights of withdrawal, termination, or contract amendment only in writing and within one month. The period begins at the time when we become aware of the breach of the duty of disclosure on which the asserted right is based. When exercising our rights, we must state the circumstances on which we base our declaration. We may subsequently state additional circumstances as justification if the period specified above has not yet expired for them.

We may not invoke the rights of withdrawal, termination, or contract amendment if we were aware of the undisclosed material circumstance or the inaccuracy of the disclosure.

IV. Right of Withdrawal

Right of withdrawal

You may withdraw your contractual declaration within 14 days without giving any reason, in text form (e.g., letter, fax, email, e-post). If you have signed an application, the period begins only after you have received the insurance policy, the contractual terms including the insurance conditions, the additional information pursuant to §7 (1) and (2) of the Insurance Contract Act (VVG) in connection with §§71 to 74 of the VVG Information Duties Ordinance, and this instruction, each in text form.

If you requested an offer, the period begins the day after you sent your acceptance declaration to us regarding the contract offer. Regardless, the period only starts once you have received the insurance policy, the contractual terms including the insurance conditions, the additional information pursuant to §7 (1) and (2) VVG in connection with §§71 to 74 VVG Information Duties Ordinance, and this instruction, each in text form.

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

The withdrawal should be addressed to:
PHÖNIX Schutzgemeinschaft Assekuradeur GmbH
Glockengießerwall 2
20095 Hamburg, Germany
› by fax: +49 401 299 940 9570
› by email: info@phoenix-versichert.de

Consequences of withdrawal

In the case of an effective withdrawal, your insurance coverage ends, and we will refund the portion of premiums corresponding to the period after receipt of the withdrawal if you agreed that coverage should begin before the end of the withdrawal period. The portion of the premium corresponding to the period up to receipt of the withdrawal may be retained; this is the amount shown in the insurance policy and is calculated pro rata. Refunds will be made immediately, no later than 30 days after receipt of the withdrawal.

If the insurance coverage does not begin before the end of the withdrawal period, an effective withdrawal requires that any services received be returned and any benefits drawn (e.g., interest) be surrendered.
If you have exercised your right of withdrawal under §8 VVG effectively, you are no longer bound by any related contract. A related contract exists if it is connected to the withdrawn contract and concerns a service of the insurer or a third party based on an agreement between the third party and the insurer. No contractual penalty may be agreed upon or demanded.

Special notes

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

V. Information on Out-of-Court Remedies

1. Insurance Ombudsman

As a consumer, you have the option to contact the Insurance Ombudsman if you have complaints against us as your insurer:
Versicherungsombudsmann e.V.
P.O. Box 080632
10006 Berlin, Germany
Phone: 08001/696 000
Fax: 08001/369 900
Website: www.versicherungsombudsmann.de
Email: beschwerde@versicherungsombudsmann.de

Here, you can use a free out-of-court arbitration procedure, as long as the claims asserted are not time-barred. Claims arising from the insurance contract become time-barred after three years. The limitation period begins at the end of the year in which the claim arose. The subject of the complaint must not already be pending, decided, or settled before a court, arbitration tribunal, or other dispute resolution body.

The Ombudsman will only consider your complaint after you have submitted your claim to us and given us six weeks to respond. For complaints with a value of up to €10,000, the Ombudsman makes a decision that is binding on us. You still have the option to go to court. For complaints exceeding €10,000, the Ombudsman issues a non-binding recommendation for both parties. Complaints exceeding €100,000 cannot be handled by the Ombudsman.
Filing a complaint with the Ombudsman does not affect your right to take legal action before the ordinary courts.

2. Complaints

You may also address complaints directly to INTER Allgemeine Versicherung AG (INTER) or PHÖNIX Schutzgemeinschaft Assekuradeur GmbH (PHÖNIX). If you prefer not to contact INTER or PHÖNIX first, you may contact the supervisory authority listed under item 1.
Aside from the remedies mentioned under items 1 and 2, your right to assert claims in court remains unaffected.

3. Users of these insurance conditions

These insurance conditions were negotiated and supplemented by PHÖNIX Schutzgemeinschaft Assekuradeur GmbH together with the insurer. The insurer remains the user of these insurance conditions. In particular, any interpretational questions or ambiguities in the insurance conditions are construed against the insurer. The insurance conditions were created not by PHÖNIX Schutzgemeinschaft Assekuradeur GmbH but by INTER Allgemeine Versicherung AG.

VI. Data Protection Notice

This notice informs you about the processing of your personal data by PHÖNIX Schutzgemeinschaft Assekuradeur GmbH ("PHÖNIX") and INTER Allgemeine Versicherung AG ("INTER") and about your rights under data protection law.

1. Responsible parties

Responsible for data processing – PHÖNIX:

PHÖNIX Schutzgemeinschaft Assekuradeur GmbH
Glockengießerwall 2
20095 Hamburg, Germany
Phone: +49 401 299 9400
Fax: +49 401 299 940 9530
Email: info@phoenix-versichert.de

Contact for the Data Protection Officer:

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

Responsible for data processing – INTER:

INTER Allgemeine Versicherung AG
Erzbergerstraße 9–15
68165 Mannheim, Germany
Phone: +49 621 427 427
Email: info@inter.de
You can reach the Data Protection Officer:
› by post at the address above with the addition "Data Protection Officer"
› by email at datenschutzbeauftragter@inter.de

2. Purposes and legal basis 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 German Insurance Contract Act (VVG), and all other applicable laws.

If you apply for insurance coverage, we require the information you provide to conclude the contract and to assess the risk to be insured.

If the insurance contract is concluded, we process this data to manage the contractual relationship, e.g., for policy issuance or invoicing. Information about claims is required to verify whether an insured event has occurred and the extent of the damage.

Concluding or managing the insurance contract is not possible without processing your personal data. In addition, we use your personal data to prepare insurance-specific statistics, for example, for developing new tariffs or to comply with regulatory requirements.

We use the data from all contracts with INTER Allgemeine Versicherung AG to view the entire customer relationship, for example, for advice regarding contract adjustments or additions, goodwill decisions, or comprehensive information provision.

The legal basis for processing personal data for pre-contractual and contractual purposes is Art. 6(1)(b) GDPR. If special categories of personal data are required (e.g., your health data for an accident insurance policy), we obtain your consent under Art. 9(2)(a) in conjunction with Art. 7 GDPR. If statistics are created using these data categories, this is based on Art. 9(2)(j) GDPR in conjunction with §727 BDSG.

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

› to ensure IT security and operations,
› to prevent and investigate criminal offenses, including the use of data analyses to detect indications of insurance fraud,
› to verify your address with us before sending documents.

Moreover, we process your personal data to comply with legal obligations, such as regulatory requirements, commercial and tax retention obligations, or our advisory obligations. In this case, the legal basis is the respective statutory regulations in conjunction with Art. 6(1)(c) GDPR.

If we intend to process your personal data for a purpose not mentioned above, we will inform you in advance within the scope of statutory provisions.

3. Categories of recipients of personal data

3.1. Insurer

The risks assumed by us are insured with insurance companies. For this purpose, it is necessary to transmit your contract and, if applicable, claims data to the insurer so that it can form its own assessment of the risk or the claim.

Furthermore, the insurer may assist our company in risk or claims assessment and in evaluating procedural processes due to its special expertise. We transmit your data to the insurer only to the extent necessary to fulfill our insurance contract with you or to protect our legitimate interests.

Further information about the insurers involved can be found under Section 1 “Responsible parties.”

3.2. Intermediaries

If an intermediary manages your insurance contracts, your intermediary processes the application, contract, and claims data necessary to conclude and administer the contract.

Our company also transmits these data to the intermediaries managing your account, provided they require the information for your advice and support in insurance and financial services matters.

3.3. External service providers

We use external service providers in part to fulfill our contractual and legal obligations. A list of external service providers can be requested via the email address: datenschutz@phoenix-versichert.de.

3.4. Other recipients

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

3.5. Duration of data storage

We delete your personal data as soon as it is no longer required for the purposes listed above. Personal data may, however, be retained for as long as claims can be asserted against our company (statutory limitation periods of three to thirty years). Additionally, we store your personal data as long as we are

legally required to do so.

Relevant retention and documentation obligations arise, for example, from the German Commercial Code, the Tax Code, and the Anti-Money Laundering Act. Accordingly, the storage periods can be up to ten years.

3.6. Data subject rights
You may request information about the personal data we hold about you at the addresses listed under Section 1. You may also, under certain conditions, 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 protect legitimate interests, you may object if there are reasons arising from your particular situation that oppose the data processing.

3.8. Right to lodge a complaint
You may file a complaint with the Data Protection Officer mentioned above or with a data protection supervisory authority.
The supervisory authority responsible for us is:
Der Hamburgische Beauftragte für Datenschutz und Informationsfreiheit
Ludwig-Erhard-Str. 22, 7th Floor,
20459 Hamburg, Germany
Phone: +49 401 428 544 040
Fax: +49 401 428 544 000
Email: mailbox@datenschutz.hamburg.de

3.9. Data exchange with your previous insurer
To verify and, if necessary, supplement your information when concluding the insurance contract or upon occurrence of an insured event, personal data may be exchanged to the extent required with the previous insurer named by you in the application.

3.10. Automated individual decisions
Based on the information you provide, we may make fully automated decisions in certain cases during application processing and contract administration. These decisions are particularly based on your personal risk characteristics.
The fully automated decisions are primarily based on the contractual conditions and the derived rules and processing guidelines.

3.11. Additional persons
If you have provided us with personal data of other persons besides your own (e.g., co-insured persons/partners, different account holders, etc.), please also provide these persons with the present information regarding the use of their data.

Dear Customer,
Accidents can happen at home, at work, or during leisure activities. That's when your accident insurance helps—no matter where or when the accident occurs.

The basis of your contract is these **General Accident Insurance Conditions (AUB 2022) Exclusive** and—if agreed with you—any additional conditions. Together with the application and the insurance policy, these documents define the content of your accident insurance. They are important documents.

Please read these accident insurance conditions thoroughly and keep them carefully. This way, you can refer back to them later, especially after an accident, to review all important details.

If an accident occurs, please notify us as soon as possible. We will then clarify the next steps with you.
Even as an insurer, we sometimes have to use technical terms. These are not always easy to understand. However, we want you to fully understand your insurance. Therefore, we explain certain technical terms or illustrate them with examples. If we use examples, these are not exhaustive.

For the sake of readability, we have not used all gender forms simultaneously (male, female, diverse). All personal references apply equally to all genders.

PHÖNIX Schutzgemeinschaft Assekuradeur GmbH
Who is who?
You are our policyholder and therefore our contractual partner.
The insured person is anyone for whom you have agreed insurance coverage with us. This can include yourself and other persons.
We, as the insurer, provide the contractually agreed benefits.

VII. General Accident Insurance Conditions (AUB 2022)
PHÖNIX Unfall Exklusiv Tariff

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PHÖNIX Schutzgemeinschaft Assekuradeur GmbH
Glockengießerwall 2
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Special conditions (BB)

Scope of Insurance

1. What is insured?

1.1. Principle

We provide the agreed insurance coverage for accidents involving the insured person.

1.2. Scope

The insurance coverage applies:

- **Worldwide**, and
- **24 hours a day** during the validity of the contract.

1.3. Definition of Accident

An accident occurs if the insured person suffers a health impairment **involuntarily** as a result of:

- a sudden external event affecting the body (**accident event**).

1.4. Extended Definition of Accident

1.4.1. Injuries caused by self-movement or increased physical exertion

The following are also considered accidents if caused by excessive force or movement:

- Dislocations of joints in limbs or the spine
- Strains or tears of muscles, tendons, ligaments, or capsules in limbs or the spine
- Abdominal or lower abdominal ruptures (e.g., hernia)

Note: Menisci and intervertebral discs are not muscles, tendons, ligaments, or capsules, and are therefore not covered by this rule.

Definition of increased physical exertion: Movements that require muscular effort beyond normal daily activities. Assessment depends on the individual physical condition of the insured person.

1.4.2. Accidents due to poisoning or contamination

Accidents also include involuntary health impairments caused by:

- Ingestion of solid or liquid substances via the esophagus
- Food poisoning
- Inhalation of harmful substances when unexpectedly exposed to gas, fumes, vapors, dust clouds, or acids for up to 7 days
- Plant poisoning from touching, swallowing, chewing, or spitting plant parts, if the risk was unknown to the insured

Exclusions: Health impairments arising gradually from the insured person's occupation, including occupational diseases.

1.4.3. Accidents caused by environmental hazards

Also covered are involuntary health impairments caused by:

- Drowning
- Suffocation
- Freezing, including individual body parts
- Deprivation of fluids, food, or oxygen
- Sunburn or heatstroke
-

1.4.4. Accidents during life-saving actions

Coverage also applies if the insured person sustains health impairments while knowingly taking risks during lawful self-defense or while trying to save people, animals, or property.

1.4.5. Diving-related health impairments

Diving-specific injuries (e.g., decompression sickness or eardrum injuries) are covered even without a sudden external accident event.

- Proven costs for treatment in a decompression chamber are reimbursed up to €10,000 per claim.
- Coverage applies only if no other payer covers the costs; if partially covered, we reimburse the remaining amount.

1.4.6. Accidents due to radiation exposure
Accidents also include involuntary health impairments caused by exposure to radiation, including laser, X-ray, microwave, and ultraviolet rays.
Exclusions:

- Accidents caused directly or indirectly by nuclear energy
- Health impairments resulting from regular handling of radiation-producing equipment

1.5. Limitations of our obligation to provide benefits
For certain accidents and health impairments, we may provide reduced or no benefits.
Please also note the provisions regarding the **interaction with illnesses and pre-existing conditions (Section 3)** and **exclusions (Section 5).**

2. Types of Benefits That Can Be Agreed
Applicable deadlines and other requirements for each benefit
The types of benefits you can agree upon, as well as their requirements, are described below or in additional conditions.
Only the benefits and sums insured you have agreed with us, as stated in your insurance policy and its endorsements, apply.

Selectable Premium-Based Benefits

2.1. Disability Benefit (Invaliditätsleistung)
2.1.1. Requirements for the Benefit
2.1.1.1. Disability
The insured person must have suffered a disability.
Disability exists if, due to an accident:

- **physical or mental performance** is
- **permanently impaired**.

Definition of permanent:

- The impairment is expected to last **more than three years**, and
- No improvement in condition is expected.

Example:
A fracture that heals completely within a year is **not considered permanent**.

2.1.1.2. Onset and Medical Confirmation of Disability
Disability must occur within **18 months** after the accident and must be **medically documented in writing**.
If either condition is not met, no claim for disability benefits exists.

2.1.1.3. Filing the Disability Claim
You must claim the disability within **18 months** after the accident.

- Claiming means notifying us that you consider yourself disabled.
- Missing this deadline excludes your entitlement to disability benefits.
- Exceptions are only allowed in extraordinary circumstances, and the claim must then be submitted immediately.

2.1.1.4. No Disability Benefit in Case of Death Within the First Year
If the insured person dies from the accident within **one year**, no disability benefit is payable.
In this case, if agreed, we pay a **survivor benefit** (Section 2.6).

2.1.2. Type and Amount of the Benefit
2.1.2.1. Calculation of the Disability Benefit

- Paid as a **lump sum**
- Based on:
  - The agreed **sum insured**, and
  - The **degree of disability caused by the accident**

2.1.2.2. Determining the Degree of Disability and Assessment Period

- Degree of disability is determined according to:
  - **Limb Table** (Section 2.1.2.2.1), if the affected body parts or sense organs are listed there
  - Otherwise, by the extent to which **normal physical or mental performance is permanently impaired** (Section 2.1.2.2.2)
- The assessment considers the accident-related health condition **recognizable by the end of the third year** after the accident. This applies to both initial and subsequent assessments (Section 9.4).

2.1.2.2.1. Limb Table (Gliedertaxe)
For **loss or total functional incapacity** of the following body parts or sense organs, only the listed degrees of disability apply:

Body Part / Organ	Disability % (Accident Pension %)
Arm	80% (75%)
Arm above elbow	80% (70%)
Arm below elbow	80% (65%)
Hand	75% (60%)
Thumb	30% (25%)
Index finger	25% (15%)
Middle finger	15% (10%)
Ring finger	15% (10%)
Little finger	10% (5%)
All fingers of one hand (max)	75% (60%)
Leg above mid-thigh	80% (70%)
Leg up to mid-thigh	80% (65%)
Leg below knee	80% (55%)
Leg to mid-lower leg	80% (50%)
Foot	60% (45%)
Big toe	15% (8%)
Other toe	5% (3%)
Eye	70% (55%)
Second eye (if first already impaired)	70% (65%)
Hearing one ear	50% (40%)
Hearing both ears	80% (70%)

Sense of smell: 20% (10%)
Sense of taste: 20% (10%)
Loss of voice: 100% (100%)
Kidney: 25% (20%)
Both kidneys: 100% (100%)
Kidney if the other kidney was already lost/fully non-functional: 100% (100%)
Spleen: 10% (10%)
Gallbladder: 10% (10%)
Stomach: 20% (10%)
Lung: 50% (50%)
Intestine (each for duodenum, small intestine, and large intestine): 25% (10%)
In the case of partial loss or partial functional impairment, the corresponding proportion of the stated disability percentages applies.
Example: If an arm is completely non-functional, the disability degree is 75%. If it is impaired by one-tenth of its function, the disability degree is 7.5% (= one-tenth of 75%).

2.1.2.2.2 Assessment outside the Schedule of Losses (Gliedertaxe)
For other body parts and sense organs, the degree of disability is determined by the extent to which normal physical or mental capacity is permanently impaired.
The standard is an average person of the same age and sex.
The assessment is carried out solely on medical grounds.

2.1.2.2.3 Reduction for Pre-existing Disability
A pre-existing disability exists if the affected body parts or sense organs were already permanently impaired before the accident.
It is assessed according to Sections 2.1.2.2.1 and 2.1.2.2.2.
The degree of disability is reduced by this pre-existing disability.
Example: If an arm is completely non-functional, the disability degree is 75%. If this arm was already impaired by one-tenth before the accident, the pre-existing disability is 7.5% (= one-tenth of 75%). This 7.5% is deducted, leaving an accident-related disability degree of 67.5%.

2.1.2.2.4 Disability Degree for Multiple Body Parts or Sense Organs
An accident may affect multiple body parts or sense organs. The disability degrees determined according to the above provisions are added together.
More than 100% is not taken into account.
Example: An accident renders one arm completely non-functional (75%) and one leg half-functional (37.5%). Even though the sum is 112.5%, the disability is capped at 100%.

2.1.2.3 Disability Benefit in Case of Death of the Insured Person
If the insured person dies before the disability assessment, we pay a disability benefit under the following conditions:

- The insured person did not die due to the accident within the first year after the accident (Section 2.1.1.4), and
- All other conditions for the disability benefit according to Section 2.1.1 are met.

We pay according to the disability degree that would have been expected based on medical findings.

2.2 Accident Pension

2.2.1 Conditions for Benefit

- Accident-related disability degree must be at least 50%.
- Sections 2.1.1, 2.1.2.2, and 3 apply for the conditions and assessment of disability.
- If the insured person dies before the assessment, Section 2.1.2.3 applies.

2.2.2 Type and Amount of Benefit

- The accident pension is paid monthly, regardless of the insured person's age.
- Amount = agreed insurance sum.
- Agreed progressive disability scales or other additional benefits are **not considered** when determining the payment amount.

2.2.3 Start and Duration of Benefit

- Paid retroactively from the month of the accident and thereafter monthly in advance.
- Pension payments continue until the end of the month in which:
  - the insured person dies, or
  - we notify that, due to a reassessment (Section 9.4), the accident-related disability degree has fallen below 50%.
- We are entitled to verify the requirements for pension payments and may request life certificates from you.
- If the certificates are not submitted promptly, pension payments are suspended from the next due date until we receive the certificates.

2.3 Deleted

2.4 Daily Hospital Cash Allowance

2.4.1 Conditions for Benefit

The insured person:

- Is accident-related hospitalized for medically necessary full inpatient treatment. This also includes inpatient treatment in an institution that serves both treatment and rehabilitation purposes (so-called mixed institutions).
  Or
- Undergoes an accident-related outpatient surgery.

An outpatient surgery is a surgical procedure performed to avoid full inpatient treatment.
Example: Outpatient surgery for a torn cruciate ligament.
Cures and stays in sanatoriums or convalescent homes do **not** count as medically necessary treatment.

2.4.2 Amount and Duration of Benefit

We pay the agreed daily hospital allowance:

- For each calendar day of full inpatient treatment, for a maximum of 3 years from the day of the accident.
- For 5 days for outpatient surgical procedures.

For multiple outpatient surgeries due to the same accident, the hospital allowance is paid **only once**.

2.4.3 Double Daily Hospital Allowance Abroad

If the accident occurs abroad, we pay:

- For the duration of the hospital stay in the respective country,
- The agreed daily hospital allowance at **double the amount**,
- Maximum of 14 days.

Countries where the insured person has a permanent residence or spends regularly more than three months per year are **not** considered abroad.

2.4.4 Double Daily Hospital Allowance for Children

If the insured child (up to 18 years) is hospitalized (full inpatient treatment) due to an accident in a clinic more than 250 kilometers from their permanent residence, we pay the agreed hospital allowance at **double the amount**.

2.4.5 Rooming-in

2.4.5.1

For medically necessary full inpatient treatment of an insured child up to 18 years old due to an accident, we reimburse the costs for overnight stay of a parent/legal guardian in the hospital.
Our reimbursement is limited to a maximum of €1,000 per accident-related hospital stay.
Multiple full inpatient treatments due to the same accident count as **one continuous treatment**.

2.4.5.2

This benefit is **not subject** to any annual increase of insurance sums and premiums (Dynamik) agreed for other benefits.

2.4.5.3

If the insured has multiple accident insurance policies with our company, the maximum amount applies to **all contracts combined**.

2.5 Deleted

2.6 Survivor Protection

2.6.1 Conditions for Benefit

The insured person dies accident-related within **2 years** after the accident.
In the second year, however, only if **no disability** has occurred.
Please follow the conduct rules in Section 7.5.

2.6.1.1

Up to an amount of €5,000, the exclusion provisions of Section 5.1.1 (accidents caused by consciousness disorders) **do not apply**.

2.6.2 Presumed Death / Missing Persons

Accident-related death is considered proven if the insured person has been legally declared dead under:

- §5 (ship accident),
- §6 (aircraft accident), or
- §7 (other life-threatening situations) of the Missing Persons Act.

If the insured person survives, any benefits already paid must be **reimbursed**.

2.6.3 Type and Amount of Benefit

We pay the survivor protection benefit in the amount of the **agreed insurance sum**.

2.6.4 Additional Benefit for Orphans

2.6.4.1

If both insured parents die from the same accident, we pay the legally entitled minor children **double** the survivor protection benefit agreed for each parent.
The additional benefit is limited to €12,500 per parent.

2.6.4.2

This benefit is **not subject** to any annual increase of insurance sums and premiums (Dynamik) agreed for other benefits.

2.6.4.3

If multiple accident insurance policies exist with our company, the maximum amount according to Section 2.6.4.1, second sentence, applies **for all contracts combined**.

2.6.5 Additional Benefit for Persons Aged 50+ in Case of Death from Heart Attack or Stroke

Death due to heart attack or stroke is covered **up to €5,000**, provided a survivor protection benefit has been agreed.

2.7 Deleted

2.8 Deleted

2.9 PlusCare

2.9.1 What is Covered?

If an accident leaves the insured person in need of assistance, we provide help and care services.
We use qualified service providers to deliver these services.
Help and care services are provided **exclusively in Germany**.

2.9.2 When and to What Extent Are Help and Care Services Provided?

2.9.2.1 Conditions for Benefit

The insured person:

- Is physically or mentally impaired due to the accident, and
- Requires help with ordinary and regularly recurring activities in daily life (need for assistance).

2.9.2.2 Determining the Need and Scope of Benefit

We determine the **individual need caused by the accident** based on the type and extent of the assistance required.
This need is covered by the services listed in Section 2.9.3.
The service provider appointed by us coordinates all help and care services according to the insured benefits and monitors their implementation and need for adjustment during the course of the insurance claim.

2.9.2.3 Impact of Illnesses or Pre-existing Conditions

If illnesses or pre-existing conditions contributed to the need for assistance, we **do not** reduce our help and care services contrary to Section 3.

2.9.3 Which Services Are Covered?

2.9.3.1 Help Services

We organize the following help services and cover their costs:

2.9.3.1.1 Meal Service

We provide the insured person with **one main meal per day**.

- Meals can be freely chosen from the provider's menu options.
- Meals are delivered **daily warm**. If this is not locally possible, meals are delivered weekly (7 frozen meals per week).

We cover the cost of the meals.

2.9.3.1.2 Shopping and Errands

We shop for the insured person **up to twice weekly** for everyday items and run necessary errands.
This includes:

- Shopping for food and daily necessities, including storage,
- Trips to the bank or authorities,
- Obtaining prescriptions or medications,
- Taking laundry to the cleaners and picking it up.

We cover the cost of the errands. The cost of purchased goods and any applicable fees (including prescription charges) **are not covered**.

2.9.3.1.3 Accompanying to Doctor or Official Appointments

We bring and accompany the insured person to necessary doctor or official appointments **up to twice weekly**, if personal attendance is unavoidable.
The accompanying person assists, for example:

- Getting in and out of vehicles,
- Climbing stairs,
- Opening doors.

The accompanying person does **not provide professional or technical support**.
We organize and cover the cost of the accompaniment, as well as the travel costs for the insured person for trips within **50 kilometers** of their permanent residence, provided these costs are not reimbursed by the responsible insurer.
If trips exceed 50 kilometers from the insured person's permanent residence, prior approval from us is required to cover the travel costs.

2.9.3.1.4 Transport to Physiotherapy or Therapy Sessions

Up to **twice weekly**, the insured person is transported to physiotherapy or therapy sessions and back if needed.
We organize and cover travel costs for trips within **50 kilometers** of the insured person's permanent residence, provided these costs are not reimbursed by the responsible insurer.
If trips exceed 50 kilometers, prior approval from us is required to cover the travel costs.

2.9.3.1.5 Cleaning of the Residence

We clean the insured person's living area **once weekly** to the usual extent (living and sleeping areas, kitchen, bathroom, and toilet).

- The rooms must have been in proper condition before the accident.
- Time spent is limited to **4 hours per week**.
-

2.9.3.1.6 Laundry and Clothing

We wash and care for the insured person's laundry and clothing **once weekly**.
This includes:

- Washing and drying,
- Ironing,
- Sorting the laundry and clothing, and
- Caring for shoes.

Time spent is limited to **4 hours per week**.

2.9.3.1.7 Home Emergency Call System

If the technical requirements are met (e.g., appropriate electricity and telephone connection), we provide the insured person, if needed, with a **home emergency call system with a radio button**.

- Through this system, the service provider we appoint is **available 24/7** and can arrange appropriate help in an emergency.

We cover the costs for:

- The system and its installation,
- Ongoing costs for **six months** from the day of the accident,

- Dismantling of the system if performed within six months from the day of the accident. Otherwise, dismantling costs are borne by the insured person.

2.9.3.1.8 Day and Night Supervision
We organize and cover the costs for day and night supervision if, after an accident-related hospital stay or outpatient surgery, **intensive monitoring of the insured person is medically necessary**.
Time spent is limited to **48 hours after discharge** from inpatient hospital treatment or outpatient surgery.

2.9.3.1.9 Family Assistance
2.9.3.1.9.1 Services for Family Members of the Insured Person
If the insured person is unable, due to an insured event, to maintain the household, the following services described in Section 2.9.3 may be provided **for up to 4 weeks** for the spouse/partner and minor children of the insured person, provided they live in the same household:

- Meal service
- Cleaning of the residence
- Shopping and errands
- Laundry and clothing care

2.9.3.1.9.2 Childcare
If an accident prevents the insured person from **caring for or supervising minor children** (biological or foster) living in the household, we ensure that the children receive **qualified childcare**.

- Care is provided, where possible, **in the insured person's home**.
- Care includes:
    - Childcare including leisure activities,
    - Supervision of homework (for primary school children),
    - Meal preparation,
    - Assistance with eating,
    - Help with dressing and undressing,
    - Support with personal hygiene (non-medical).

Services are provided for **up to 8 hours daily, for up to 4 weeks**. In emergencies, up to 24 hours a day.

- An emergency is defined as a situation **within 48 hours of the insured event** in which no one else is available to care for and supervise the children.

Our services are partially or fully waived if another person (e.g., a relative) can take over.
Additionally, we organize and cover the costs for the following **transport services within 50 kilometers** of the insured person's permanent residence if the insured person is unable due to the accident:

- To kindergarten, daycare, or school,
- To clubs in which the child is a member,
- To paid courses and lessons attended by the child,
- To medical appointments or prescribed treatments for the child and back.

For trips beyond **50 kilometers**, prior approval from us is required to cover travel costs.

2.9.3.1.10 Tutoring
We arrange and cover the verified costs of tutoring if the insured child is **unable to attend school for at least 10 consecutive school days** due to an accident.

- Verified costs are covered up to **30 EUR per missed school day**, with a maximum of **2,000 EUR**.

2.9.3.1.11 Pet Care
If the insured person is **unable to care for their existing pet** due to an insured accident, we arrange **boarding and care** for common household pets.
Pets are animals kept **exclusively for private purposes** in the insured person's home (in particular dogs, cats, rodents, birds).

- We cover the resulting costs **up to 1,000 EUR per accident**.
- Excluded are costs for pets that require **official approval** to be kept.

2.9.3.1.12 Janitorial Services

We arrange and cover the costs for a **janitorial service** if the insured person is wholly or partially unable, due to an insured event, to perform the duties assumed under the lease agreement or, in case of homeownership, the necessary **spreading, cleaning, or garden maintenance duties**.

- Time spent is limited to **4 hours per week**.

2.9.3.1.13 Mobile Nail, Foot Care, or Hairdressing Service

We arrange, if needed, a **mobile nail or foot care service** or a **mobile hairdresser** for the insured person **once per month**.

- We cover the resulting costs **up to 250 EUR per accident**.

2.9.3.1.14 Hospital Assistance

In the case of an **accident-related medically necessary inpatient hospital stay**, we will, upon request, ensure that:

- The persons you have named (or will name) are **informed about the hospital stay**,
- **House or apartment keys** are collected,
- An initial supply of essential items from the insured person's home is **brought to the hospital**, including:
  - Sufficient clothing,
  - Personal care and hygiene products,
  - Personal aids (e.g., glasses, hearing aids, walking aids),
  - Personal items to make the stay more comfortable (e.g., books, music),
- During the **first week of the hospital stay**, the mailbox is emptied on two days and mail is brought to the hospital,
- During the **first week**, plants in the insured person's home are watered.
- We cover the costs of these services **for a maximum of the first week** of the hospital stay.

2.9.3.1.15 Parcel Service

If needed, we arrange for parcels from post offices or parcel stations within a **maximum radius of 10 km** from the insured person's residence (one-way) to be collected **once per week** and cover the resulting costs.

- Applicable fees (e.g., postage) are **not covered**.

2.9.3.1.16 Legal Advice

We reimburse the costs for an **initial legal consultation** to review and enforce claims for damages against third parties arising from the accident (e.g., traffic accidents or violations of safety obligations).

- The insured person has **free choice of lawyer**.
- Costs are reimbursed according to **§34 para. 1 sentence 3 of the German Lawyers' Remuneration Act (RVG)**, plus reimbursable expenses and VAT.
- We cover costs **to the extent they are not covered by other providers**, especially legal expenses insurance.

2.9.3.2 Organization of Additional Assistance Services

Upon request, we organize the following services, **costs are borne by you**:

- **Advice on adapting house, apartment, and vehicle**:
  - Advice on adapting a vehicle for disability access,
  - Advice on barrier-free modifications to the house or apartment.
- **Guaranteed nursing home placement**:

- In an emergency, we guarantee placement for non-suicidal adults in a **quality-certified care facility**. Placement is arranged as close to the residence as possible.
- Costs for accommodation are **not covered**.

2.9.3.3 Care Services
We organize the following care services and **cover their costs**:

2.9.3.3.1 Care Consultation, Determination of Care Requirements, and Care Training
Before initiating basic care (Section 2.9.3.3.2), a **one-time care consultation** is conducted in a personal meeting. This consultation covers:

- Determining the scope of necessary care services,
- Planning the care services,
- Checking which care aids are required,
- Providing information and advice on entitlements under long-term care insurance.
- If the insured person is cared for by relatives, they will, upon request, receive **one-time training** for daily care tasks.
-

2.9.3.3.2 Basic Care
The insured person receives **basic care** if needed.
Basic care includes:

- Personal hygiene,
- Dressing and undressing.
-

2.9.3.3.2 Basic Care (continued)
Basic care also includes:

- **Repositioning and bedding**,
- **Assistance with meal preparation, eating, and excretion**.
- The time required is limited to **21 hours per week**.

2.9.4 Duration of Our Services and Relationship to Statutory Long-Term Care Insurance
2.9.4.1 Duration
We provide the help and care services **as long as the need exists according to Section 2.9.2**, but **for a maximum of 6 months from the date of the accident**.

- Services are discontinued once our performance review determines that **accident-related need for help no longer exists**.

Exceptions:

- Family assistance services (Section 2.9.3.1.9) are provided **for a maximum of 4 weeks**.
- Hospital assistance (Section 2.9.3.1.14) is provided **for a maximum of 1 week**.
- Services under Sections 2.9.3.1.7, 2.9.3.1.8, 2.9.3.1.16, and 2.9.3.3.1 are **provided only once**.
-

2.9.4.2 Impact of Statutory Care Level Recognition
Recognition of a care level under statutory long-term care insurance affects the scope and duration of help and care services:

- If **only in-kind benefits** from statutory care insurance are chosen, we provide additional help and care services **where extra need exists**. The type and scope of services are according to Sections 2.9.3 and 2.9.4.1.
- If **cash benefits** are chosen, additional needs cannot be objectively determined, and our services **cease entirely**.

2.9.5 Services for Dependents of the Insured Person
2.9.5.1 Eligibility

- The insured person was **caring for a dependent before the accident** and is **no longer able to do so due to the accident**.
    - Dependents include the spouse/partner or **first-degree relatives** of the insured person.
- The insured person and the dependent live **in the same household**.
- The dependent **had a recognized care level under statutory long-term care insurance** at the time of the accident.
-

2.9.5.2 Scope of Services

We provide help and care services **as described in Section 2.9.3**, **if these were provided by the insured person prior to the accident**.

2.9.5.3 Duration of Services

1. As long as the conditions of Section 2.9.5.1 apply, our services are **provided in addition to in-kind benefits** from statutory care insurance.
2. If the dependent received **cash benefits** under statutory care insurance before the accident, our services are provided **for up to 4 weeks from the date of the accident**. If cash benefits are converted to in-kind benefits within this period, Section 2.9.5.3.4 applies.
3. If the insured person is **recognized with a care level**, our services **end 4 weeks after recognition**. This also applies if the insured person dies.
4. Our services **end no later than 6 months after the accident**.

2.9.6 Obligations After an Accident

In addition to Section 7, the following obligations apply:

1. To provide services, we require **information on the insured person's current health condition**, as well as information on **any changes during service delivery**.
    - You or the insured person must provide this information **as far as necessary for the services**.
    - This also applies to the health of dependents if we provide services for them.
2. If the insured person's need for help **likely corresponds to a statutory care level**, you or the insured person must **immediately apply for services** under statutory care insurance.
3. Recognition of a care level and receipt of statutory care benefits must be **immediately reported to us**.
4. For the service provider we appoint to perform the promised services, it is **essential that relevant personal data of the insured person affected by the accident are shared with the provider**.
    - The provider can only act if treating persons or institutions (e.g., medical professionals, hospitals, rehabilitation or care facilities) are **released from confidentiality by the insured person**.
5. **Violation of these obligations** may affect insurance coverage. Section 8 applies accordingly.

2.9.7 What contractual relationships exist with the service providers?

We engage qualified service providers to fulfill our obligations. **This does not create any contractual relationship between you or the insured person and the service providers we appoint.**

- For services **commissioned directly by you or the insured person**, we do **not** cover the costs.

2.9.8 Other Provisions

1. **Independent termination of PlusCare:**
    - The PlusCare benefit can be **terminated independently by either contract partner**, regardless of other agreed benefits, according to Sections 10.2 and 10.3.
2. **Compensation limits:**
    - Any stated compensation limits **do not participate in any annual increase of insured sums and premiums (Dynamics).**
3. **Preliminary coverage:**

- Due to urgent circumstances in your interest, it may not always be possible to fully verify insurance coverage **before services begin**.
- Providing services **does not constitute acknowledgment of our obligation to perform.**
- If our review finds that there is **no obligation to provide services**, we will immediately **cease all help and care services**, but we **waive any right to reclaim services already rendered or costs incurred**.

4. **Multiple insurance policies:**
   - Our services under Sections 2.9.3 and 2.9.5 are **provided only once per accident**.
   - If the insured person has **other insurance coverage**, additional services are provided **only if there is extra need**.

2.10 Deleted

Insured Benefits without Additional Premium

a) The following benefits under Sections 2.11 to 2.18 are **covered without additional premium**, provided that at least one of the following **premium-based benefits** has been agreed:

- Disability benefit (Section 2.1)
- Accident pension (Section 2.2)

b) These **premium-free benefits** (Sections 2.11 to 2.18) **do not participate** in any annual increase of insured sums and premiums (Dynamics).

c) For premium-free benefits under Sections 2.11 to 2.16:

- If the insured person has **other accident insurance policies with our company**, these benefits are provided **only from one policy per accident**.
- These benefits are **subordinate**, meaning they only cover **expenses not reimbursed by another responsible party**, e.g., liability or health insurance.
  - If the other responsible party **denies coverage**, you can claim directly from us.
- The rules above **do not apply** to benefits under Sections 2.17 to 2.18.

2.11 Costs for Cosmetic Surgery and Dental Prostheses

2.11.1 Eligibility

- The insured person undergoes cosmetic surgery to **correct an accident-related impairment of external appearance.**
- For teeth, only **incisors and canines** are considered part of the external appearance.
- Cosmetic surgery must be performed:
  - **By a doctor**,
  - **After completion of medical treatment**, and
  - **For adults within 3 years of the accident**, or **for minors before their 21st birthday**.

2.11.2 Type and Amount of Benefit

- We reimburse **documented costs not covered by third parties**, including:
  - Physician fees and other surgical costs,
  - Necessary hospital accommodation and meals,
  - Dental treatment and prosthetic costs.
- **Maximum coverage: €50,000.**

2.12 Spa and Rehabilitation Aid

2.12.1 Eligibility

- After an accident covered by the policy, we provide **spa cost assistance** if the insured person:
  - Within **3 years from the accident**,
  - Due to health damage caused by the accident or its consequences,

    - Undergoes a **medically necessary spa treatment of at least three weeks**.
- Spa cost assistance also applies to **partial inpatient rehabilitation measures**.
- Medical necessity and connection to the accident must be **verified by a medical certificate**.
- Accident-related **full inpatient medical treatments do not qualify as spa treatments**.
-

2.12.2 Type and Amount of Benefit

- We reimburse **documented costs not covered by third parties**, up to a **maximum of €5,000**.

2.13 Costs for Search, Recovery, and Rescue Operations

2.13.1 Eligibility

- After an accident, the insured person may incur costs for:
    - **Search, recovery, or rescue operations** by publicly or privately organized rescue services (an imminent accident or one reasonably suspected is treated the same as an actual accident), or
    - **Medically ordered transport** of the injured person to a hospital or specialized clinic, or
    - **Additional costs for return to their permanent residence** if the extra costs were medically required or unavoidable due to the injury, or
    - **In case of an accident abroad**, additional travel or accommodation costs for accompanying minor children or the insured person's traveling partner, or
    - **In case of an accident abroad**, costs for medically necessary and doctor-ordered air repatriation, or
    - **In case of an accident-related death in the home country**, costs for transportation to the last permanent residence, or
    - **In case of an accident-related death abroad**, costs for burial abroad or transportation to the last permanent residence.

2.13.2 Type and Amount of Benefit

- We reimburse **documented costs not covered by third parties**, up to a **maximum of €50,000**.

2.14 Rehabilitation Management

An accident can suddenly turn life upside down.
We support and accompany the insured person **on their return to normal life**.

2.14.1 What is insured?

- After an accident, we provide **rehabilitation services** through qualified service providers.
- These rehabilitation services are **provided exclusively in Germany**.

2.14.2 When and to what extent are rehabilitation services provided?

2.14.2.1 Eligibility

- The insured person has suffered an accident.
- Following the accident, according to a specialist medical assessment, the insured person is expected to have:
    - A **permanent impairment of physical or mental capacity of at least 30%**, or
    - Been hospitalized **for at least ten days due to the accident**, or
    - Suffered one of the following injuries:
        - **Paralysis** due to spinal cord damage
        - **Amputation** of at least one entire foot or hand
        - **Traumatic brain injury** with clearly proven contusion or hemorrhage, where the accident under this policy (Section 1.3) is the predominant cause
        - **Second- or third-degree burns** covering more than 30% of the body surface
        - **Complete blindness in one eye**

- **Severe multiple injuries (polytrauma):**
  - Fractures of two long bones (upper/lower arm or upper/lower leg) in **two different limbs**, or
  - Tissue-destroying damage to two internal organs, or
  - Combination of at least **two of the following injuries:**
    - Fracture of a long bone
    - Pelvic fracture
    - Spinal fracture
    - Tissue-destroying damage to an internal organ
- Eligibility must be verified by a **specialist medical certificate**.

2.14.2.2 Influence of pre-existing illnesses

- If pre-existing illnesses or conditions contribute to the accident's consequences, our rehabilitation services are **not restricted**, contrary to Section 3.

2.14.3 What services are insured?

2.14.3.1 Needs Assessment and Rehabilitation Management

- We support the insured person through **rehabilitation management**, which includes:
  - **Situation analysis**
  - **Assessment of medical, occupational, educational, and social rehabilitation needs**
  - **Creation of an individual rehabilitation plan**
  - **Support during the rehabilitation process**
  - **Advice on benefits from German social insurance or other service providers**

2.14.3.2 Medical Rehabilitation and Therapy

- We provide guidance, organize, and arrange **appropriate outpatient and inpatient rehabilitation treatments, rehabilitation measures, and therapies**. examples of this may include:
- **Medical second opinion**
- **Qualified service providers** (e.g., specialized doctors, physiotherapists, clinics, rehabilitation facilities)
- **Special therapies and measures** (e.g., psychological support, osteopathy)

Rehabilitation measures must be carried out **with the aim of restoring physical functions or promoting the individually greatest possible independence**.

2.14.3.3 Occupation, Education, and School

- We provide advice, organize, and arrange suitable measures for **reintegration into the existing employment, school education, or vocational reorientation**.
- Examples include:
  - Gradual reintegration
  - Workplace adjustments
  - Qualification and retraining measures

2.14.3.4 Assistive Devices

- We provide advice on and arrange for suitable **assistive devices**.
- Examples include:
  - Prostheses
  - Wheelchairs
  - Walking aids

2.14.3.5 Housing and Mobility

- We provide advice, organize, and arrange measures to **adapt the living environment and maintain mobility**.
- Examples include:
  - Barrier-free housing concepts
  - Renovations to house or apartment
  - Adaptation and modification of vehicles

2.14.4 Duration and Amount of Benefits; Interaction with Other Benefit Providers

2.14.4.1 Duration of Benefits

- Benefits under Section 2.14.3 are provided for a **maximum of 3 years from the date of the accident**, but not exceeding a **total cost coverage of €10,000** (Section 2.14.4.2).
- Our benefits also end if it is later determined that the conditions were not met in principle or scope.

2.14.4.2 Cost Coverage

- Benefits under Section 2.14.3.1 are covered **in full**.
- For benefits under Sections 2.14.3.2 and 2.14.3.3:
  - Documented costs for **treatment and/or rehabilitation measures** are covered up to **€10,000**.
- For benefits under Sections 2.14.3.4 and 2.14.3.5:
  - We cover **only the costs for arranging the services**. Costs for the services themselves are not covered.

2.14.4.3 Payments from Other Benefit Providers

- Costs for rehabilitation measures under Sections 2.14.3.2 and 2.14.3.3 are covered **only if they are not already provided by other benefit providers**, especially social insurance carriers.

2.14.5 Obligations After an Accident

2.14.5.1 Health Information

- To provide our services, we require information on the **current health status of the insured person** and any changes during service provision.
- You or the insured person must provide this information as far as it is necessary for our services.

2.14.5.2 Information for Determining Our Liability

- You must provide information required to assess our liability, including:
  - Current insurance coverage with statutory, private, or other insurance/service providers
  - Already requested, provided, or promised services

2.14.5.3 Data Transmission to Service Providers

- To allow the service provider we engage to act within the promised services, it is essential that the **data of the insured person affected by the accident and claiming benefits** be transmitted to the service provider.
- The service provider can act only if treatment personnel and facilities, e.g.:
  - Healthcare professionals
  - Hospitals and clinics
  - Rehabilitation, cure, and care facilities

  are **released from confidentiality by the insured person**.

2.14.5.4 Consequences of Non-Compliance

- If any of these obligations are violated, it may affect insurance coverage. Section 8 applies accordingly.

2.14.6 Contractual Relationships with Service Providers

- We engage qualified service providers to fulfill our obligations.
- This **does not create any contractual relationship** between you or the insured person and the service providers.
- For services that you or the insured person arrange or commission, **we do not cover any costs**.

2.14.7. How do rehabilitation benefits affect other accident insurance benefits?

If we provide rehabilitation benefits, this does not constitute recognition of our obligation to provide other benefits under your accident insurance. The relevant conditions for the respective benefit types apply. In any case, we cover the costs of rehabilitation services already provided.

2.15. Additional Expenses Due to Disability

2.15.1. Conditions for the Benefit

Within three years after the accident, we reimburse costs for the disability-related additional expenses listed in 2.15.2, provided these measures are required solely due to the accident-related disability (Section 2.1). The necessity of these measures must be documented by an objective medical report based on the current state of medical knowledge.

2.15.2. Type and Amount of Benefits

We cover verified costs not covered by third parties for:
› Disability-adapted modifications to the insured person's residence or moving to a disability-adapted residence,
› Modification of the insured person's vehicle to a disability-adapted vehicle,
› Prostheses and assistive devices (e.g., wheelchair, walking or support aids),
› Repairs of prostheses. If the insured person already wore a prosthesis before the accident and it is damaged in an accident covered under the policy, we cover the cost of repair or, if repair is no longer possible, the cost of a new prosthesis,
› Training and examination fees for retraining measures,
up to a total of €15,000.

2.16. Psychological Care

2.16.1. Conditions for the Benefit

The insured person suffers demonstrable pathological disorders due to a psychological reaction following an accident.

2.16.2. Type and Amount of Benefit

We cover the costs for **10 sessions** of medically necessary psychological care or treatment for mental and nervous disorders resulting from an accident, but only for sessions attended within **three years** of the accident.
The treatment must be completed within three years of the accident. Costs must be documented with original invoices.

2.17. Family Care Insurance

2.17.1. Conditions for the Benefit

An insured person, while the contract is in effect, has:
› Married, or

› Entered into a registered civil partnership under the Civil Partnership Act, or
› Given birth to a child, or
› Adopted a child.
Coverage under the Family Care Insurance requires that:
› The insured person's contract is active at the start of the Family Care Insurance and at the time of the accident, and
› No private accident insurance exists with us for the spouse, civil partner, or the newborn/adopted child.

2.17.2. Type and Amount of Benefit
Insurance sums are:

- Survivor protection: €5,000
- Disability (without progression): €50,000
- Daily hospital allowance: €20
- Costs for search, rescue, and recovery operations: €5,000
- Spa and rehabilitation assistance: €5,000

2.17.3. Commencement and Duration of Coverage
Coverage begins:
› For the spouse, upon marriage.
› For the civil partner, upon registration of the civil partnership.
› For biological children, from the 16th week of pregnancy (proof via the mother's health record).
› For adopted children, upon legal completion of the adoption (up to age 18).
Coverage lasts for **12 months**. If the child, spouse, or civil partner is insured with us during the Family Care Insurance period, the **premium-free coverage applies additionally**.

2.17.4. Other Accident Insurance Policies
If the insured person has other accident insurance policies with us, the benefit can only be claimed under one of these contracts.

2.18. Immediate Benefit for Severe Injuries
2.18.1. Conditions for the Benefit
The insured person has suffered one of the following injuries as a result of an accident:
› Paraplegia as an irreversible damage to the spinal cord.
› Amputation, meaning permanent loss of an entire foot or hand.
› Traumatic brain injury with a clearly proven brain contusion or brain hemorrhage.
› Second- or third-degree burns covering more than 30% of the body surface.
The injury must be documented within **one year** of the accident with an objective medical report based on current medical knowledge.
If pre-existing illnesses or conditions contribute, Section 3 applies accordingly.

2.18.2. Type and Amount of Benefit
A **one-time immediate benefit of €10,000 per insured event** is paid.
This applies even if the insured person suffers multiple injuries listed under 2.18.1.

3. What happens if accident consequences coincide with illnesses or conditions?
3.1. Illnesses and Conditions
We only provide benefits for accident consequences. These are health impairments and their consequences caused by the accident.
We do not provide benefits for pre-existing illnesses or conditions.
Examples:

- Illnesses: diabetes, joint diseases

- Conditions: spinal deformities, congenital tendon shortening

3.2. Contribution
If accident consequences coincide with illnesses or conditions:

3.2.1. The benefit is reduced according to the extent to which illnesses or conditions contributed to the health impairment or its consequences (contribution percentage):
› For disability benefits and accident pensions, the disability percentage is reduced.
› For survivor benefits and, unless otherwise specified, other benefit types, the benefit itself is reduced.
Example: After a leg injury, the disability degree is 10%. If a rheumatic disease contributed 50%, the accident-related disability degree is therefore 5%.

3.2.2. If the contribution is less than 50%, no reduction is made.

4. Who is not insurable?
4.1. Persons who have been recognized as permanently in need of care (from care level 3) under the statutory care insurance are not insurable, even if contributions are paid.

4.2. Insurance coverage ends as soon as the insured person is no longer insurable under 4.1. Simultaneously, the insurance contract for this person ends.

4.3. Contributions paid for these persons are refunded retroactively from the date insurability ceases.

5. What is not insured?
5.1. Excluded Accidents
No coverage exists for the following accidents:

5.1.1. Accidents caused by consciousness disorders
Accidents caused by consciousness disorders, including strokes, epileptic seizures, or other convulsions affecting the entire body.
A consciousness disorder exists when the insured person's ability to perceive and respond is impaired to the extent that they cannot cope with the specific danger.
Causes of consciousness disorders may include:
› Health impairment
› Medication intake
› Alcohol consumption
› Use of drugs or other substances affecting consciousness
Exceptions:
The exclusion does **not** apply if the disorder was caused by:
› An accident covered under Section 1.3 of this policy
› A heart attack or stroke
› Alcohol, if blood alcohol levels at the time of the accident were below the following thresholds:
- Operating a motorized vehicle: 1.1‰
- Operating a bicycle: 1.6‰
- Other accidents: 2.0‰
  › Medications prescribed by a doctor

Note: Health impairments from heart attacks, strokes, medication misuse, or alcohol consumption are **not covered**.
General Rule: No insurance coverage is provided if the insured person suffers an accident due to regular consumption of drugs or other substances affecting consciousness.

5.1.2. Accidents resulting from intentional criminal acts
No insurance coverage exists for accidents that occur because the insured person deliberately commits or attempts to commit a criminal act.

5.1.3. Accidents caused directly or indirectly by war or civil war events
Coverage is excluded, except in the following situations:

5.1.3.1. Travel abroad
Insurance coverage exists if the insured person is **unexpectedly affected** by war or civil war events while traveling abroad.
This coverage ends at the latest on the **14th day** after the start of a war or civil war in the country where the insured person is located.
The extension does **not apply**:
› For travel in or through countries where war or civil war already exists
› For active participation in war or civil war
› For accidents caused by ABC weapons (atomic, biological, or chemical weapons)
› In connection with a war or war-like situation between China, Germany, France, Great Britain, Japan, Russia, or the USA
Accidents caused by the following are still covered:
› Terrorist attacks committed outside the territories of the warring parties
› Violent clashes and internal unrest, if the insured person does not participate on the side of the instigators

5.1.3.2. Coverage during activities for humanitarian organizations
5.1.3.2.1. Conditions for the benefit
The insured person suffers an accident **outside Germany** during a temporary assignment or activity for one of the following recognized humanitarian organizations:

- Médecins Sans Frontières (MSF), provided the assignment follows the MSF Charter
- Technisches Hilfswerk (THW)
- German Red Cross (Deutsches Rotes Kreuz e.V.)
- Comparable voluntary aid organizations of German authorities in the humanitarian sector

5.1.3.2.2. Type and Amount of Benefit
Insurance coverage for humanitarian assignments:
› Survivor benefit: €10,000
› Disability (without progression): €50,000

5.1.3.2.3. Dynamism
The insurance sums **do not participate** in any annual increase of sum insured or premium (Dynamik).

5.1.4. Accidents involving aircraft or spacecraft
Coverage is excluded for accidents of the insured person:
› As pilot of an aircraft or air sport device, if a license is required under German law
› As other crew member of an aircraft
› During professional activities that require use of an aircraft
› While using spacecraft
Exceptions:
Coverage **does exist** for:
› Passengers in aircraft or air sports devices (e.g., balloons, gliders, tandem parachute jumps)
› Flight students in pilot training (as no license is yet required)
› Kitesurfing

5.1.5. Accidents during motor vehicle races
A participant is any driver, co-driver, or passenger of a motor vehicle.
Races are competitions or practice runs aiming for maximum speed.
Exceptions: Coverage **does exist** for:
› Driver safety training without racing character
› Events focusing on achieving average speed (e.g., reliability or orientation drives)
› Occasional rides with rental karts on indoor or outdoor tracks, if purely recreational and not organized by clubs or associations or linked to competitive karting

5.2. Excluded health impairments
No coverage exists for the following health impairments:

5.2.1. Damage to intervertebral discs, internal organ hemorrhages, and brain hemorrhages
Exception:
› If an accident under Section 1.3 **primarily caused** (>50%) these impairments
› And coverage exists for that accident under this policy
In such cases, the exclusion does not apply.

5.2.2. Health impairments due to medical treatments or interventions
No insurance coverage exists for health impairments caused by medical treatments or interventions on the insured person's body.
This includes radiological diagnostics and therapeutic procedures.
Exception:
Coverage **does exist** if the treatment or intervention, including radiological procedures, was necessitated by an accident covered under this policy.

5.2.3. Infections
Infections are also excluded if they are caused:
› By insect stings or bites (excluding tick bites)
› By minor skin or mucous membrane injuries through which pathogens entered the body immediately or later
Exceptions:

5.2.3.1. Tick-borne encephalitis (TBE) and Lyme disease
Coverage exists if the insured person is infected via a tick bite with TBE or Lyme disease.
The insurance event is the **first-time infection** with the pathogen. The insurer must be notified immediately after the first infection is confirmed by a physician.
Coverage begins for these infections **after a waiting period of one month** from the date stated in the policy. There is no coverage for infections occurring before the waiting period expires.
Proof must be provided by an objective medical report, including laboratory findings, based on current medical knowledge.

5.2.3.2. Wound infections and sepsis
These are covered if they occur as a result of an accident.

5.2.3.3. Rabies and tetanus
Coverage exists if the insured person is infected with rabies or tetanus.

5.2.3.4. Other pathogens or medical procedures
Coverage exists if the insured person is infected:
› By other pathogens entering the body through **non-minor accident injuries**. Minor injuries are those that

would not require medical treatment if infection or its consequences did not occur.
› Through medical procedures or interventions for which exceptional coverage applies under Section 5.2.2
In these cases, the exclusion does not apply.

5.2.4. Psychiatric or psychological disorders
Coverage is excluded for psychiatric disorders or other mental disturbances, even if caused by an accident.

6. Important rules for child tariffs, changes in occupation, and tariff adjustment at age 63
6.1. Conversion of child tariff
6.1.1. At the end of the insurance year in which the child turns 18, the policy is converted to the adult tariff in effect at the contract's inception.
You have the following options:
› Keep the previous premium and the insurance sums are reduced accordingly, or
› Keep the previous insurance sums and pay a correspondingly higher premium.

6.1.2. We will inform you in advance about your options. If no choice is made within **two months** of the new insurance year, the policy continues with reduced insurance sums.

6.2. Change of occupation or employment
The level of coverage and premium depends significantly on the insured person's occupation. The current occupation classification list is used to determine sums insured and premiums.

6.2.1. Notification of change
You must notify us immediately of any change in the insured person's occupation or employment. Voluntary military service, reserve exercises, and temporary voluntary social service (e.g., Federal Volunteer Service) are **not included**.

6.2.2. Impact of change
› If the new occupation results in lower insurance sums at the same premium, these sums apply **two months after the change**.
› If the new occupation results in higher sums, they apply as soon as we receive your notification, but **at the latest one month after the change**.
› The newly calculated sums apply to both occupational and non-occupational accidents.
› On request, the policy can continue with the previous sums, with adjusted premium, as soon as we receive your notification.

6.2.3. Non-insurable occupations
6.2.3.1. If an insured person takes up a non-insurable occupation, the policy ends for that person.
Non-insurable occupations include:
› Acrobats/performers, mining technicians, miners, professional athletes, offshore personnel, police special units, stuntmen, divers, animal trainers, and similar high-risk roles.

6.2.3.2. Premiums paid after starting a non-insurable occupation are refunded.

6.3. Adjustment of existing tariff from age 63
6.3.1. At the end of the insurance year in which the insured turns 63, the policy is converted to the tariff for persons aged 63+. Premiums are adjusted annually according to the insured's age. Notification is provided in writing before the insurance year ends.

6.3.2. Adjustment from age 70
If at age 70 the insured is in risk group B, they are automatically moved to risk group A. This applies

regardless of current occupation.

6.3.3. Adjustment from age 91
At age 91, annual premium adjustments are discontinued.

6.3.4. Right to terminate in case of premium increase
You may terminate the policy **extraordinarily** if premiums increase due to Sections 6.3.1 or 6.3.2. Termination must be submitted in writing within **one month** of notification and becomes effective when the premium increase would take effect.

6.3.5. Loss or change of specific benefits or tables
For policies with annual increase (Dynamik), the last adjustment occurs at the end of the insurance year in which the insured turns 62.

7. Obligations after an accident
The deadlines and requirements for each type of benefit are in Section 2.
The following are behavioral rules (obligations). You or the insured must comply after an accident, as we cannot provide benefits without your cooperation.

7.1. After an accident that is likely to lead to a claim, you or the insured person must immediately consult a doctor, follow their instructions, and inform us.
It is **not considered a breach of obligations** if the insured person only consults a doctor and notifies us once initially minor or not immediately recognizable accident consequences become apparent. Doctor's instructions must be followed. However, there is **no general obligation** for the insured to undergo surgery.

7.2. All information requested by us must be provided truthfully, completely, and without delay.

7.3. We may appoint doctors if required to assess our obligation to pay. The insured person must undergo examination by these doctors. We cover the necessary costs and any loss of earnings incurred due to the examination.

7.4. To assess our obligation to pay, we may require information from:
› Doctors who treated or examined the insured person before or after the accident.
› Other insurers, insurance institutions, or authorities.
You or the insured person must enable us to obtain this information. This may involve authorizing the doctors and institutions mentioned to provide the information directly to us. Alternatively, the insured person may collect the information themselves and provide it to us.
7.5. If the accident results in the death of the insured person, it must be reported to us within 28 days, even if the accident has already been reported.
The period begins once you or the beneficiary become aware of the death, and the accident as the cause of death cannot be ruled out. If necessary to assess our obligation to pay, we have the right to arrange an autopsy by a doctor appointed by us.

8. Consequences of failing to fulfill obligations
If you or the insured intentionally breach any obligations in Section 7, **insurance coverage is lost**.
In case of gross negligence, we may reduce our benefit proportionally to the severity of your fault.
These provisions apply only if we have notified you separately in writing about these legal consequences.
If you prove that the breach was not grossly negligent, insurance coverage remains in effect. Coverage also remains if you prove that the breach of obligation did not cause or influence the occurrence or assessment of the claim or the determination or extent of the benefit.
This applies to intentional and grossly negligent breaches, but not if the obligation was breached

fraudulently.
These provisions apply regardless of whether we exercise our right to terminate the contract due to breach of pre-contractual disclosure obligations.

9. When are benefits due?
We provide benefits after completing the investigations necessary to determine the claim and the extent of our obligation to pay.

9.1. Declaration of obligation to pay
We are obliged to declare in writing within **one month** whether and to what extent we recognize our obligation to pay.
For the benefits:
› Invalidity benefit
› Accident pension
The period is **three months**.
The periods start once we receive the following documents:
› Proof of the accident and its consequences.
› For invalidity benefit and accident pension, also proof of completion of medical treatment, if required to determine the degree of invalidity.
Also comply with the behavioral rules in Section 7.
Medical fees incurred to substantiate the claim are fully covered by us. Other costs are **not covered**.

9.2. Payment of benefits
Once we acknowledge the claim or reach an agreement with you on the basis and amount, we pay within **two weeks**.

9.3. Advances
If the obligation to pay is initially confirmed only in principle, we pay **reasonable advances** upon request.
Example:
It is confirmed that you are entitled to an invalidity benefit. However, the exact amount is not yet determinable.
Before completion of medical treatment, an invalidity benefit within one year of the accident can only be claimed up to the amount of an agreed life protection sum (Section 2.6).
If no life protection sum is agreed, a reasonable advance on the expected invalidity benefit may be requested **up to €10,000**, provided there is no acute life-threatening condition.

9.4. Reassessment of the degree of disability
After the determination of the degree of disability, changes in health status may occur.
Both you and we have the right to have the degree of disability medically reassessed **annually**.
This right applies up to **three years** after the accident. For children up to their 14th birthday, this period is extended to **five years**.
If we request a reassessment, we will inform you together with our declaration of obligation to pay.
If you request a reassessment, you must notify us before the deadline.
If the final assessment results in a higher disability benefit than we have already paid, the additional amount will accrue **interest at 5% per year**.

10. Duration of the insurance contract
10.1. Commencement of insurance coverage
Coverage begins at the time specified in the insurance certificate.
If there is a temporal gap between the expiration of the previous contract (24:00 / 0:00) and the start of this contract (12:00 noon), we provide coverage for this period as documented in the insurance certificate.

Insurance coverage requires that you pay the first or single premium **without delay** after 14 days from receipt of the insurance certificate.

10.2. Duration and termination of the contract
10.2.1. Contract term
The contract is concluded for the period specified in the insurance certificate.

10.2.2. Automatic renewal
For contracts of at least one year, the contract is automatically renewed for another year unless it is terminated.
Both you and we may terminate the contract. Termination must be received **at least three months** before the end of the contract period.

10.2.3. Contract termination
For contracts shorter than one year, the contract ends automatically at the designated time without the need for termination.
For contracts longer than three years, you may terminate the contract at the end of the third year or any subsequent year. Your termination must reach us at least **three months** before the end of the relevant insurance year.

10.3. Termination after a claim
After a claim, you or we may terminate the contract:
› if we have provided a benefit, or
› if you have filed a lawsuit against us for a benefit.
Termination must be received no later than **one month** after the benefit payment or conclusion of the legal proceedings.

- If you terminate, it becomes effective when we receive it. You may, however, specify a later effective date, but no later than the end of the insurance year.
- Our termination becomes effective **one month after you receive it**.

10.4. Suspension of coverage for military service
Coverage ceases for the insured person as soon as they serve in a military or similar formation involved in a war or warlike operation between **China, Germany, France, the United Kingdom, Japan, Russia, or the USA**.
Coverage is reinstated once we receive notification of the end of service.

10.5. Termination upon moving residence abroad
If you move your residence or habitual stay abroad, the contract ends **retroactively** at the time of the move, without the need for termination.
The move must be reported to us immediately. If coverage ends for an insured person under this clause, we refund premiums for the insured person from the date of relocation.

10.6. Insurance year
The insurance year lasts **twelve months**.
If the agreed contract duration does not consist of whole years, the first insurance year is shortened accordingly. All subsequent insurance years until the agreed contract end are full years.
Example:
For a contract duration of 15 months, the first insurance year is **3 months**, and the following insurance year is **12 months**.

11. Insurance Premium

11.1. Premium and insurance tax

11.1.1. Payment of premium and insurance period

You may pay premiums according to the agreed schedule: monthly, quarterly, semi-annually, or annually.
The duration of the insurance period is determined accordingly:

› Monthly premiums: one month
› Quarterly premiums: one quarter
› Semi-annual premiums: six months
› Annual premiums: one year

11.1.2. Insurance tax

The invoiced premium includes insurance tax. You must pay this at the legally required rate.

11.2. Payment and consequences of late payment / First premium

11.2.1. Due date of payment

Upon receipt of the insurance certificate, you must pay the first premium **without delay after 14 days**.

11.2.2. Later commencement of coverage

If you pay the first premium at a later date, coverage begins only from that date, provided we have informed you via a separate written notice or a clear note in the insurance certificate.
If you can prove that the late payment was not your fault, coverage begins at the originally agreed time.

11.2.3. Withdrawal

If the first premium is not paid on time, we may **withdraw from the contract** until payment is made. We cannot withdraw if you prove that the late payment was not your fault.

11.3. Payment and consequences of late payment / Subsequent premiums

11.3.1. Due date and timeliness

Subsequent premiums are due at the agreed times.

11.3.2. Default

If a subsequent premium is not paid on time, you are in default, even without a reminder from us.
This does not apply if the late payment is not your fault.
In case of default, we are entitled to claim compensation for damages caused by the delay (11.3.3).

11.3.3. Payment deadline

If a subsequent premium is not paid on time, we may set a payment deadline in writing at your expense.
The deadline must be at least **two weeks**.
The reminder is only effective if it specifies:

› The outstanding amounts, interest, and costs individually, and
› The legal consequences according to 11.3.4 if the deadline is missed.

11.3.4. Loss of coverage and termination

If the demanded premium is not paid by the end of the payment deadline:

› Coverage is suspended until payment is made.
› We may terminate the contract without notice.

If payment is made within one month after our termination, the contract continues.
No coverage exists for claims occurring between the end of the payment deadline and payment.

11.4. Timely payment via SEPA direct debit

If payment is collected via direct debit, it is considered timely if it can be debited on the due date and you

do not object.
Payment is also considered timely if debit fails through no fault of your own and you pay immediately after receiving a written notice.
If you are responsible for the failed debit, we may require a different payment method in the future.
Payment is due only after we request it in writing.

11.5. Premium for early termination of the contract
In the event of early termination, we are only entitled to the portion of the premium corresponding to the period of coverage.

11.6. Premium waiver for children's insurance
If you die during the insurance period and:
› You were under 60 at the start of insurance,
› The insurance was not cancelled, and
› Death was not caused by war or civil war,
Then:

11.6.1. Coverage continues **without premiums** for the insured child until the end of the insurance year in which the child turns 18.

11.6.2. The legal guardian of the child becomes the new policyholder unless otherwise agreed.

12. Legal relationships of persons involved in the contract
12.1. Third-party insurance
The rights under this contract belong solely to you as the policyholder, even if the insurance covers accidents affecting another person (third-party insurance).
We pay benefits under this contract to you, even if the accident affected another insured person.
You, together with the insured person, are responsible for fulfilling the obligations.

12.2. Legal successors and other claimants
All provisions applicable to you apply correspondingly to your legal successors and other claimants.

12.3. Assignment and pledge of claims
Insurance claims may **not be assigned or pledged before maturity** without our consent.

13. Pre-contractual disclosure duty and consequences of its violation
13.1. Pre-contractual disclosure duty
Until you submit your contract declaration, you must truthfully and completely disclose all known circumstances that are relevant to the risk, which we asked in writing.
A circumstance is risk-relevant if it affects our decision to enter the contract **at all** or on the agreed terms.
This obligation also applies to questions about risk circumstances asked:
› After your contract declaration, but before contract acceptance, in writing.
If another person is insured, they must also answer truthfully and completely.
If another person answers on your behalf, and they know the risk circumstance or act fraudulently, it is treated as if you knew or acted fraudulently.

13.2. Possible consequences of violating the disclosure duty
A breach of disclosure can have significant effects on your coverage.
We may:
› Withdraw from the contract,
› Terminate the contract,

› Amend the contract, or
› Challenge the contract for fraudulent misrepresentation.

13.2.1. Withdrawal
If the pre-contractual disclosure duty is violated, we may **withdraw from the contract**.
No withdrawal is possible if:
› The violation was neither intentional nor grossly negligent, or
› We would have concluded the contract under the same conditions (possibly higher premium or reduced coverage) even if we knew the undisclosed circumstances.
In the event of withdrawal, you have no coverage.
If we withdraw **after a claim**, our obligation to pay remains if the breach concerns a risk circumstance that:
› Was not causative for the occurrence or determination of the claim, and
› Was not causative for determining the scope of our benefit.
If the disclosure was fraudulent, our obligation to pay is fully void.

13.2.2. Termination
If withdrawal is excluded because the violation was neither intentional nor grossly negligent, we may terminate the contract with **one month's notice**.
Our right of termination is excluded if we would have concluded the contract under the same conditions even if we knew the undisclosed risk.

13.2.3. Contract amendment
If we cannot withdraw or terminate because we would have concluded the contract—even under possibly different conditions (e.g., higher premium or reduced coverage)—even knowing the undisclosed risk circumstances, the other conditions become part of the contract retroactively at our request.
If you are not responsible for the breach of the disclosure duty, the other conditions only become part of the contract from the current insurance period (11.1.1).
You may terminate the contract without notice within one month after receiving our notification if:
› We increase the premium by more than 10% as part of a contract amendment, or
› We exclude coverage for a previously undisclosed risk circumstance.
We will inform you of this right in the notification of the contract amendment.

13.3. Conditions for exercising our rights
Our rights to withdraw, terminate, or amend the contract only apply if we have separately notified you in writing of the consequences of a breach of the disclosure duty.
We have no right to withdraw, terminate, or amend if we knew about the undisclosed circumstance or the inaccuracy of the disclosure.
We may assert our rights to withdraw, terminate, or amend only in writing **within one month**. This period starts when we become aware of the breach that gives rise to our claimed right.
When exercising our rights, we must specify the circumstances on which we base our declaration.
Additional circumstances may be specified later if the one-month period has not yet expired.
Our rights to withdraw, terminate, or amend expire **five years after the contract was concluded**. If a claim occurs before this period expires, we may still assert our rights afterward.
If the disclosure duty was violated intentionally or fraudulently, the period is **ten years**.

13.4. Contestation
We may also contest the contract if our decision to accept the contract was consciously and deliberately influenced by false or incomplete information.
In case of contestation, we are entitled to the portion of the premium corresponding to the period elapsed until the contestation declaration becomes effective.

13.5. Extension of coverage
Sections 13.1 to 13.4 apply accordingly if coverage is extended later and a new risk assessment is required.

14. When do claims under this contract expire?
14.1. Statutory limitation
Claims under the insurance contract expire in **three years**. The calculation of the period is based on the general provisions of the German Civil Code.

14.2. Suspension of limitation
If a claim under the insurance contract is asserted with us, the limitation period is suspended from the time of assertion until you receive our written decision.

15. Whom can you contact if you are dissatisfied with us?
15.1. Your complaint options
If you are dissatisfied with our decision or a negotiation with us did not achieve the desired result, the following complaint options are available:

15.1.1. Insurance Ombudsman
If you are a consumer, you may contact the Insurance Ombudsman:

- **Insurance Ombudsman e.V.**
- P.O. Box 080632, 10006 Berlin, Germany
- Email: beschwerde@versicherungsombudsmann.de
- Website: www.versicherungsombudsmann.de

The Insurance Ombudsman is an independent arbitration body that provides free services to consumers. We are obliged to participate in the arbitration procedure.
If you are a consumer and concluded this contract online (e.g., via a website or email), you may also submit your complaint online via the EU platform: http://ec.europa.eu/consumers/odr/. Your complaint will then be forwarded to the Insurance Ombudsman.
15.1.2. Insurance supervision authority
If you are dissatisfied with our service or disagreements arise during contract handling, you may also contact the regulatory authority responsible for us.
As an insurance company, we are supervised by the **Federal Financial Supervisory Authority (BaFin)**.
Current contact details:

- Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin)
- Insurance Supervision Sector
- Graurheindorfer Straße 108, 53117 Bonn, Germany
- Email: poststelle@bafin.de

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

15.1.3. Our Complaint Management
Independent of the above, you may contact us at any time by phone or in writing.

15.2. Competent Courts
You also have the option to pursue legal action:

15.2.1. For claims arising from the insurance contract against us, the competent courts are:
› The court at the registered office of our company or the branch responsible for your contract.
› The court of your place of residence, or if you have no permanent residence, the court of your habitual residence.

15.2.2. For claims arising from the insurance contract against you, the competent court is the court of your place of residence, or if you have no permanent residence, the court of your habitual residence.

16. What must be observed when sending us notices? What applies in case of a change of address?
16.1. Notices or declarations should be sent to the following addresses:
› Our head office (INTER Versicherungsgruppe AG, Erzberger Str. 9–15, 68165 Mannheim), or
› The branch office responsible for you. The responsible branch is specified in your insurance policy or its endorsements.
16.2. You must notify us of any changes of address.
If you fail to do so and we intend to issue a legal declaration to you, the declaration is deemed received three days after dispatch if sent by registered mail to your last known address. This also applies if you fail to notify us of a name change.

17. Applicable Law
German law applies to this contract.

18. Embargo Clause
Notwithstanding other provisions of the contract, insurance coverage exists only to the extent and for 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 economic, trade, or financial sanctions or embargoes of the United States of America, insofar as they are not overridden by the law of the European Union or the Federal Republic of Germany.

19. Benefit Upgrade Guarantee
If the insurance conditions underlying this insurance contract are amended solely for the benefit of policyholders and without additional premium, the contents of the new conditions immediately apply to this insurance contract.

20. GDV Minimum Standard Guarantee
The “General Accident Insurance Conditions (AUB 2022)” underlying the insurance contract deviate from the corresponding model conditions recommended by the German Insurance Association (GDV) as of December 2020 only to the advantage of the policyholder with respect to the scope of benefits.

21. Guarantee of Compliance with Minimum Service Standards Recommended by the “Consultation Processes” Working Group
These General Accident Insurance Conditions and Special Conditions for Accident Insurance meet the minimum standards of the Consultation Processes Working Group.
In addition to the General Accident Insurance Conditions (AUB 2022), the following Special Conditions apply, insofar as they are explicitly mentioned in the insurance policy:

Special Conditions for Accident Insurance with Annual Increase of Sum Insured and Premium (BB Dynamics 2022, Model 3)

You have concluded an accident insurance contract with us, under which the sum insured and the premium are adjusted annually (dynamics).

1. Types of Benefits

The following types of benefits participate in the dynamics:

› Disability benefit (Section 2.1)
› Accident pension (Section 2.2)
› Daily hospital allowance (Section 2.4)
› Survivors' benefit (Section 2.6)

2. Adjustment of the Sum Insured

2.1. We increase the sums insured annually by 5 percent at the beginning of the insurance year. This increase applies for the first time at the beginning of the second insurance year.

2.2. The sums insured are rounded as follows:

› Disability benefit to the nearest €500
› Survivors' benefit to the nearest €500
› Accident pension to the nearest €25
› Daily hospital allowance to the nearest €0.50

2.3. The increased sums insured apply to all accidents after the effective date of the increase.

3. Adjustment of the Premium

The premium increases proportionally to the sums insured.

4. Procedure

4.1. Before the annual increase, we will notify you in writing.
The increase will not take place if you object within six weeks of receiving our written notice. We will inform you of this deadline.

4.2. You and we may also revoke the agreement on the annual increase of the sum insured and premium for the remaining term of the contract. The revocation must be made in writing no later than three months before the end of the insurance year.

Special Conditions for the Inclusion of Infections for Certain Occupational Groups (BB Infections 2022)

For accident insurance covering the following groups:

› Physicians, dentists, and veterinarians
› Dental technicians, alternative practitioners, midwives, and obstetric nurses
› Students of medicine, dentistry, and veterinary medicine
› Nursing staff (registered nurses, pediatric nurses, nursing assistants)
› Medical professionals (medical assistants, medical-technical assistants, physician/dental assistants)
› Emergency medical personnel
› Professional firefighters, members of volunteer fire brigades (on duty)
› Employees of federal police, police, customs, judiciary, and correctional services

You have concluded an accident insurance contract with us that extends coverage to health damage caused by infections to the following extent.
Deviating from Section 5.2.3 of the General Accident Insurance Conditions (AUB 2022), the following applies:

1. Conditions for Benefits

1.1. The insured person contracted the infection during the exercise of their occupational activity specified in the contract.

1.2. The pathogens entered the body of the insured person via one of the following routes:
› **Skin injury:** At least the outer layer of the skin must be broken.
› **Sudden entry of infectious substances into the eye, mouth, or nose:** Breathing on, sneezing on, or coughing on the person is not sufficient, except for infections with diphtheria or tuberculosis.

2. Extended Deadlines

Deviating from Sections 2.1.1.2 and 2.1.1.3 of the General Accident Insurance Conditions (AUB 2022):
The disability resulting from the infection must be
› **occurred**,
› **medically documented in writing by a physician**, and
› **claimed with us**
within 39 months after the accident.

3. Treatment Costs for HIV or Hepatitis B

If the insured person contracts HIV or Hepatitis B during the contract term, a **one-time amount of €5,000** is paid for treatment costs.
The HIV or Hepatitis B infection must be proven by submitting a medical report, which **must not** be issued by the policyholder or employer.
If more than one insurance contract exists with INTER Allgemeine Versicherung AG, the total benefit per insured person is limited to €5,000.

Special Conditions for Accident Insurance with Progressive Disability Scale (BB Progression 2022 – 225 %)
You have concluded an accident insurance contract with us, in which the **disability benefit increases at certain degrees of disability (progression)**.

The degree of disability is determined according to Sections 2.1 and 3 of the General Accident Insurance Conditions (AUB 2022).

In addition to Section 2.1 of the AUB 2022:
Amount of Benefit
For each percentage point of the accident-related degree of disability that exceeds **25 %**, we pay an additional **1 % of the sum insured**.

For each percentage point of the accident-related degree of disability that exceeds **50 %**, we pay a further **1 % of the sum insured**.

The effect of this progression on the total disability benefit is as follows:

Accident-related Disability	Benefit (% of Sum Insured)	Accident-related Disability	Benefit (% of Sum Insured)	Accident-related Disability	Benefit (% of Sum Insured)
26 %	27 %	51 %	78 %	76 %	153 %
27 %	29 %	52 %	81 %	77 %	156 %
28 %	31 %	53 %	84 %	78 %	159 %
29 %	33 %	54 %	87 %	79 %	162 %
30 %	35 %	55 %	90 %	80 %	165 %
31 %	37 %	56 %	93 %	81 %	168 %
32 %	39 %	57 %	96 %	82 %	171 %
33 %	41 %	58 %	99 %	83 %	174 %
34 %	43 %	59 %	102 %	84 %	177 %
35 %	45 %	60 %	105 %	85 %	180 %
36 %	47 %	61 %	108 %	86 %	183 %
37 %	49 %	62 %	111 %	87 %	186 %
38 %	51 %	63 %	114 %	88 %	189 %
39 %	53 %	64 %	117 %	89 %	192 %
40 %	55 %	65 %	120 %	90 %	195 %
41 %	57 %	66 %	123 %	91 %	198 %
42 %	59 %	67 %	126 %	92 %	201 %
43 %	61 %	68 %	129 %	93 %	204 %
44 %	63 %	69 %	132 %	94 %	207 %
45 %	65 %	70 %	135 %	95 %	210 %
46 %	67 %	71 %	138 %	96 %	213 %
47 %	69 %	72 %	141 %	97 %	216 %
48 %	71 %	73 %	144 %	98 %	219 %
49 %	73 %	74 %	147 %	99 %	222 %
50 %	75 %	75 %	150 %	100 %	225 %

Special Conditions for Accident Insurance with Progressive Disability Scale (BB Progression 2022 – 350 %)
You have concluded an accident insurance contract with us, in which the **disability benefit increases at certain degrees of disability (progression)**.

The degree of disability is determined according to Sections 2.1 and 3 of the General Accident Insurance Conditions (AUB 2022).

In addition to Section 2.1 of the AUB 2022:
Amount of Benefit
For each percentage point of the accident-related degree of disability that exceeds **25 %**, we pay an additional **2 % of the sum insured**.

For each percentage point of the accident-related degree of disability that exceeds **50 %**, we pay a further **2 % of the sum insured**.

The effect of this progression on the total disability benefit is as follows:

Accident-related Disability	Benefit (% of Sum Insured)	Accident-related Disability	Benefit (% of Sum Insured)	Accident-related Disability	Benefit (% of Sum Insured)
26 %	28 %	51 %	105 %	76 %	230 %
27 %	31 %	52 %	110 %	77 %	235 %
28 %	34 %	53 %	115 %	78 %	240 %
29 %	37 %	54 %	120 %	79 %	245 %
30 %	40 %	55 %	125 %	80 %	250 %
31 %	43 %	56 %	130 %	81 %	255 %
32 %	46 %	57 %	135 %	82 %	260 %
33 %	49 %	58 %	140 %	83 %	265 %
34 %	52 %	59 %	145 %	84 %	270 %
35 %	55 %	60 %	150 %	85 %	275 %
36 %	58 %	61 %	155 %	86 %	280 %
37 %	61 %	62 %	160 %	87 %	285 %
38 %	64 %	63 %	165 %	88 %	290 %
39 %	67 %	64 %	170 %	89 %	295 %
40 %	70 %	65 %	175 %	90 %	300 %
41 %	73 %	66 %	180 %	91 %	305 %
42 %	76 %	67 %	185 %	92 %	310 %
43 %	79 %	68 %	190 %	93 %	315 %
44 %	82 %	69 %	195 %	94 %	320 %
45 %	85 %	70 %	200 %	95 %	325 %
46 %	88 %	71 %	205 %	96 %	330 %
47 %	91 %	72 %	210 %	97 %	335 %
48 %	94 %	73 %	215 %	98 %	340 %
49 %	97 %	74 %	220 %	99 %	345 %
50 %	100 %	75 %	225 %	100 %	350 %

PHÖNIX Schutzgemeinschaft Assekuradeur GmbH
Glockengießerwall 2
D-20095 Hamburg

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Oliver Drewes, Frank Löffler
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Ein Unternehmen der PHÖNIX MAXPOOL Gruppe

Special Conditions for Accident Insurance with Progressive Disability Scale (BB Progression 2022 – 500 %)
You have concluded an accident insurance contract with us, in which the **disability benefit increases at certain degrees of disability (progression)**.

The degree of disability is determined according to Sections 2.1 and 3 of the General Accident Insurance Conditions (AUB 2022).

In addition to Section 2.1 of the AUB 2022:
Amount of Benefit
For each percentage point of the accident-related degree of disability that exceeds **25 %**, we pay an additional **4 % of the sum insured**.

For each percentage point of the accident-related degree of disability that exceeds **50 %**, we pay a further **2 % of the sum insured**.

The effect of this progression on the total disability benefit is as follows:

Accident-related Disability	Benefit (% of Sum Insured)	Accident-related Disability	Benefit (% of Sum Insured)	Accident-related Disability	Benefit (% of Sum Insured)
26 %	30 %	51 %	157 %	76 %	332 %
27 %	35 %	52 %	164 %	77 %	339 %
28 %	40 %	53 %	171 %	78 %	346 %
29 %	45 %	54 %	178 %	79 %	353 %
30 %	50 %	55 %	185 %	80 %	360 %
31 %	55 %	56 %	192 %	81 %	367 %
32 %	60 %	57 %	199 %	82 %	374 %
33 %	65 %	58 %	206 %	83 %	381 %
34 %	70 %	59 %	213 %	84 %	388 %
35 %	75 %	60 %	220 %	85 %	395 %
36 %	80 %	61 %	227 %	86 %	402 %
37 %	85 %	62 %	234 %	87 %	409 %
38 %	90 %	63 %	241 %	88 %	416 %
39 %	95 %	64 %	248 %	89 %	423 %
40 %	100 %	65 %	255 %	90 %	430 %
41 %	105 %	66 %	262 %	91 %	437 %
42 %	110 %	67 %	269 %	92 %	444 %
43 %	115 %	68 %	276 %	93 %	451 %
44 %	120 %	69 %	283 %	94 %	458 %
45 %	125 %	70 %	290 %	95 %	465 %
46 %	130 %	71 %	297 %	96 %	472 %
47 %	135 %	72 %	304 %	97 %	479 %
48 %	140 %	73 %	311 %	98 %	486 %
49 %	145 %	74 %	318 %	99 %	493 %
50 %	150 %	75 %	325 %	100 %	500 %

Special Conditions for Service Benefits (BB Service 2022)
This service is available to you if you require help or support **before or after an accident**. Our **free assistance services** include:

- Provision of **home emergency or service devices** (standard version)
- Information on **medical and pharmacy emergency services**
- Organization, procurement, and dispatch of **medically prescribed medications and blood supplies**
- **Notification of relatives**
- **Medical information** on diseases and vaccinations, as well as advice on medications and their side effects
- Identification of **equivalent medications**
- Assistance in finding **suitable treatment options and medical facilities**
- Assistance in finding **medical specialists and specialized clinics**
- Identification of **specialized care staff and home care services**
- Medical advice regarding the need for **special examinations, repeated examinations, and hospital stays**
-

Note: The above items are **services only**. We **do not cover any costs** associated with them.

Contents of Special Agreements and Provisions (PHÖNIX UV Premium)

1. Benefits for Femoral Neck and Arm Fractures

- Only for the **PHÖNIX UV Premium** tariff line

2. Determination and Assertion of Disability

3. Rooming In

4. Convalescence Allowance

5. Care Daily Allowance

- Only for the **PHÖNIX UV Premium** tariff line

6. Cast Allowance for Bone Fractures

- Only for the **PHÖNIX UV Premium** tariff line

7. Transitional Benefit (if this module is agreed upon)

- Only for the **PHÖNIX UV Premium** tariff line

8. Spa and Rehabilitation Assistance

9. Disability-Related Additional Expenses

- Only for the **PHÖNIX UV Premium** tariff line

10. Household Help Allowance

11. Accidents of the Insured Person Due to Loss of Consciousness

12. Reporting Obligation in Case of Death from Accident

13. Reassessment of the Degree of Disability

14. Termination for Multi-Year Contracts

15. Protection of Existing Benefits When Switching the Accident Insurance to PHÖNIX Schutzgemeinschaft Assekuradeur GmbH

- Only for the **PHÖNIX UV Premium** tariff line

16. Maximum Benefit Protection

- Only for the **PHÖNIX UV Premium** tariff line

17. Special Conditions for Accident Insurance with Annual Increase of Sums Insured and Premium (BB Dynamics 2022, Model 3)

Preamble
In addition to and partially deviating from the contractual provisions documented for this contract, the following special regulations apply.
If these regulations conflict with other documented contractual provisions, the regulations more favorable to the policyholder shall apply.
The provisions of this agreement take precedence over the General Insurance Conditions. Individual contractual agreements, if made, shall apply accordingly.
Unless otherwise agreed in the policy and/or endorsements:

- The **INTER Premium tariff** serves as the contractual basis for PHÖNIX Unfall Premium.
- The **INTER Exclusive tariff** serves as the contractual basis for PHÖNIX Unfall Exklusiv.

1. Benefits for Femoral Neck and Arm Fractures
(Only applicable to PHÖNIX UV Premium tariff line)

- Deviating from Section 1.3 AUB 2022, it does not matter whether the fracture was caused by a sudden external impact.
- The injury must be promptly diagnosed by a physician.
- The claim expires if not made within one year with submission of a medical report.
- The claim also expires if the insured person dies as a result of the accident before the claim is made.
- The benefit amount is **limited to a one-time payment of €1,000** during the policy term.

2. Determination and Assertion of Disability

- Deviating from Sections 2.1.1.2 and 2.1.1.3 of the AUB 2022, the following deadlines apply for determining and asserting disability:
  - **24 months** (PHÖNIX UV Exklusiv)
  - **36 months** (PHÖNIX UV Premium)

3. Rooming-In

- Deviating from Section 2.4.5.1 AUB 2022, instead of reimbursing actual costs, the agreed daily hospital allowance is **doubled** for the duration of the accompanying parent's stay.
- The duration must be certified by the hospital.

4. Convalescence Allowance
4.1 Eligibility:

- The insured person has been discharged from full inpatient care and had entitlement to daily hospital allowance per Section 2.4 AUB 2022.

4.2 Amount and Duration:

- Paid for the same number of calendar days as the hospital allowance, up to **200 days**:
  - Days 1–100: 100% of the daily hospital allowance
  - Days 101–200: 25% of the daily hospital allowance

4.3 Death During Hospitalization:

- The convalescence allowance is still payable if the insured person dies due to accident consequences during hospitalization.

5. Care Daily Allowance
(Only PHÖNIX UV Premium)

- Paid for a maximum of 60 days if accident consequences result in at least **care level 2**:
  - €20/day for care level 2
  - €40/day for care level 3

- €60/day for care level 4 or higher

6. Cast Allowance for Bone Fractures
(Only PHÖNIX UV Premium)
- If a fracture requires a cast for more than 14 days, a **one-time €250** payment is made.
- Must be claimed within 36 months from the accident date with a medical certificate.

7. Transitional Benefit
(If agreed, PHÖNIX UV Premium)
7.1 Eligibility:
- Accident-related impairment of normal physical or mental capacity:
  - At least 100% for professional or non-professional activities
  - After 3 months, without contribution from illness or pre-existing conditions
- Must persist continuously for 3 months
- Claim must be submitted within 7 months with a medical certificate

7.2 Amount:
- €10,000 per accident

8. Spa and Rehabilitation Assistance
- Maximum reimbursement:
  - €10,000 (PHÖNIX UV Exklusiv)
  - €50,000 (PHÖNIX UV Premium)

9. Disability-Related Additional Expenses
(PHÖNIX UV Premium)
- Maximum reimbursement: €50,000

10. Household Help Allowance
10.1 Eligibility:
- Triggered by death, full hospitalization, or accident-related impairment preventing care of minor children in the household.
- Daily costs reimbursed:
  - Up to €50/day, max 50 days (PHÖNIX UV Exklusiv)
  - Max 180 days (PHÖNIX UV Premium)

10.2 Child Requirements:
- Children under 14, or with permanent physical/mental limitations requiring daily care

10.3 Plus-Care Module:
- Rules under Section 2.9.3.1.9.2 for childcare apply; benefits cannot be claimed twice

11. Accidents Due to Loss of Consciousness
- Deviating from Section 5.1.1 AUB 2022:
  - Loss of consciousness due to intoxication allowed if blood alcohol <3.0‰ for “other accidents”
  - Loss due to hypoglycemic/hyperglycemic shock from diabetes is covered
- Health damage caused directly by diabetes itself is excluded

12. Reporting Obligation in Case of Death
- 28-day reporting period under Section 7.5 AUB 2022 does not apply

13. Reassessment of Disability Degree

- Deviating from Section 9.4 AUB 2022:
  - 4 years (PHÖNIX UV Exklusiv)
  - 5 years (PHÖNIX UV Premium)

14. Termination of Multi-Year Contracts

- Deviating from Section 10.2.2 AUB 2022:
  - Contract does not automatically renew if either party gives notice **1 month prior to expiry**
  - PHÖNIX UV Premium: Termination allowed at any main due date

15. Protection of Existing Benefits ("Possession Guarantee")

(PHÖNIX UV Premium)

15.1 Scope and Conditions:

- Applies if a claim is not fully insured under PHÖNIX UV Premium but **was covered under previous insurer** with higher limits or lower deductible
- Previous contract must:
  - Have been canceled by the policyholder, not the insurer
  - Last at least 1 year
- Max 3 months gap between previous contract and PHÖNIX UV Premium
- Current contract must not be in arrears

15.2 Claim Handling:

- Based on previous insurer's contract conditions at PHÖNIX UV Premium start date
- Higher limits or lower deductibles from previous insurer apply if relevant
- Maximum total payout under possession guarantee: €10,000

15.3 Exclusions:

- Benefits only available with additional premium
- Progressive disability scales or body part schedules of previous insurer not automatically applied
- Assistance services, non-insurance services, and externally purchased benefits are excluded
- Professional or commercial risks not insurable under PHÖNIX UV Premium
- Intentionally caused claims
- Exclusions under Section 5 AUB 2022

15.4 Obligations and Consequences of Non-Compliance:

- Policyholder must cooperate to allow claims assessment
- Must provide truthful, complete information, documents, and evidence as reasonably requested
- Intentional breaches release insurer from liability; gross negligence may reduce benefits proportionally
- Coverage remains if:
  - Policyholder proves no gross negligence
  - Breach did not affect claim or benefit determination
  - Insurer did not provide written notice of consequences
- Coverage lost if breach was fraudulent

16. Max Benefit Protection

(Only applicable to PHÖNIX UV Premium tariff line)

16.1 Scope of Max Benefit Protection

- Benefits not included under the agreed contract, but which would be covered by a more comprehensive, publicly available private accident insurance tariff of another insurer authorized to

operate in Germany at the time of the accident, are automatically co-insured according to the rules of that insurer.
- This extension also applies if the other insurer provides higher compensation limits (sublimits), but **not for additional coverage modules requiring an extra premium with the other insurer**.

16.2 Maximum Compensation
- The total maximum compensation for such claims during the entire policy term is **€10,000**.
- Any payment beyond this amount is not possible.

16.3 Limitations of Max Benefit Protection
- Max Benefit Protection does not apply to claims related to the following exclusions:
  16.3.1 Benefits that are only insurable with an extra premium under PHÖNIX UV Premium are covered only if they were included in PHÖNIX UV Premium.
  16.3.2 Body part schedule and progressive disability scale are **not included**; calculation is based on the PHÖNIX UV Premium schedule and, if applicable, the progressive disability scale.
  16.3.3 Assistance services, other non-insurance services, and additional benefits purchased for an extra premium are not covered.
  16.3.4 Professional and commercial risks not insurable under PHÖNIX UV Premium.
  16.3.5 Intentionally caused claims.
  16.3.6 Exclusions under Section 5 of AUB 2022.

17. Special Conditions for Accident Insurance with Annual Increase of Sums Insured and Premium (BB Dynamik 2022, Model 3)
- Deviating from Section 2.1 of BB Dynamik 2022, you may also choose an **annual increase of the sums insured by 2.5%**.