

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

**Responsible underwriting agent:** PHÖNIX Schutzgemeinschaft Assekuradeur GmbH, Hamburg

**Responsible insurer:** INTER Allgemeine Versicherung AG, Mannheim

This translation is provided **for informational purposes only**. It does not claim to be complete or accurate, and no entitlement to insurance benefits arises from it.

The basis for insurance coverage is the original German-language insurance terms and conditions, the application, and the insurance policy. Verbal agreements are not valid.

for informational

**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?**

- X Illnesses (e.g. diabetes, osteoarthritis, stroke).
- X Costs for medical treatment.
- X 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.

**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.

for informational purposes only

## 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](mailto: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 (Assekurateur):

PHÖNIX Schutzgemeinschaft Assekurateur GmbH

Glockengießerwall 2

20095 Hamburg, Germany

Phone: +49 401 299 9400

Email: [info@phoenix-versichert.de](mailto: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.

for informational purposes only

#### **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](mailto: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](http://www.versicherungsombudsmann.de)

Email: [beschwerde@versicherungsombudsmann.de](mailto: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 Assekurateur 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 Assekurateur 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 Assekurateur 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](mailto: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](mailto:datenschutz@phoenix-versichert.de)  
Website: [www.disphere.com](http://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](mailto: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](mailto: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](mailto: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.

## Scope of Insurance Coverage

### 1. What is insured?

- 1.1. Basic principle
- 1.2. Territorial scope
- 1.3. Definition of an accident
- 1.4. Extended definition of an accident
- 1.5. Limitations of our obligation to perform

### 2. Which types of benefits can be agreed upon?

**Which deadlines and other requirements apply to the individual types of benefits?**

#### Optional premium-based benefits

- 2.1. Invalidity benefit
- 2.2. Accident pension
- 2.3. Deleted
- 2.4. Daily hospital allowance
- 2.5. Deleted
- 2.6. Survivor protection
- 2.7. Deleted
- 2.8. Deleted
- 2.9. PlusCare
- 2.10. Deleted

#### Premium-free benefits

- 2.11. Costs for cosmetic surgery and dental prostheses
- 2.12. Health spa and rehabilitation allowance
- 2.13. Costs for search, recovery, and rescue operations
- 2.14. Rehabilitation management
- 2.15. Disability-related additional expenses
- 2.16. Psychological support
- 2.17. Family care insurance
- 2.18. Immediate benefit for severe injuries

### 3. What happens if accident consequences coincide with illnesses or infirmities?

- 3.1. Illnesses and infirmities
- 3.2. Contribution (concurrent causation)

### 4. Which persons are not insurable?

### 5. What is not insured?

- 5.1. Excluded accidents
- 5.2. Excluded health impairments

### 6. What must you observe in the event of an agreed children's tariff, changes in professional activity or employment, and when converting the existing tariff upon reaching the age of 63?

- 6.1. Conversion of the children's tariff
- 6.2. Change in professional activity or employment
- 6.3. Conversion of the existing tariff upon reaching the age of 63

### The insured event (claim)

### 7. What must be observed after an accident (obligations)?

### 8. What are the consequences of non-compliance with obligations?

### 9. When are benefits due?

- 9.1. Declaration regarding the obligation to provide benefits
- 9.2. Due date of benefits

- 9.3. Advance payments
- 9.4. Reassessment of the degree of invalidity

#### **The term of insurance**

#### **10. When does the contract begin and end?**

#### **When is insurance cover suspended during military operations?**

- 10.1. Commencement of insurance cover
- 10.2. Term and end of the contract
- 10.3. Cancellation after an insured event
- 10.4. Suspension of insurance cover during military operations
- 10.5. Termination of the contract upon relocation of your residence or habitual place of stay abroad
- 10.6. Insurance year

#### **The insurance premium**

#### **11. What must you observe when paying premiums? What happens if you do not pay a premium on time?**

- 11.1. Premium and insurance tax
- 11.2. Payment and consequences of late payment /initial premium
- 11.3. Payment and consequences of late payment /subsequent premium
- 11.4. Timely payment under a SEPA direct debit mandate
- 11.5. Premium in the event of early termination of the contract
- 11.6. Premium waiver when insuring children

#### **Further provisions**

#### **12. How are the legal relationships between the persons involved in the contract regulated?**

- 12.1. Insurance for third parties
- 12.2. Legal successors and other claimants
- 12.3. Assignment and pledging of claims

#### **13. What does the pre-contractual duty of disclosure mean, and what are the consequences of its breach?**

- 13.1. Pre-contractual duty of disclosure
- 13.2. Possible consequences of a breach of the duty of disclosure
- 13.3. Requirements for exercising our rights
- 13.4. Rescission (avoidance)
- 13.5. Extension of insurance cover

#### **14. When do claims arising from this contract become time-barred?**

- 14.1. Statutory limitation period
- 14.2. Suspension of the limitation period

#### **15. Whom can you contact if you are not satisfied with us?**

- 15.1. Your complaint options
- 15.2. Competent courts

#### **16. What must be observed when sending notices to us? What applies in the event of a change of address?**

#### **17. Which law applies?**

#### **18. Embargo clause**

#### **19. Benefits upgrade guarantee**

#### **20. GDV minimum standard guarantee**

#### **21. Guarantee of compliance with the minimum benefit standards recommended by the “Advisory Processes” working group**

## 22. Difference-in-conditions cover

---

### Special Conditions (SC)

SC for accident insurance with annual increases in insured sums and premiums  
(SC Dynamic 2022, Model 3)

SC for the inclusion of infections for certain professional groups  
(SC Infections 2022)

SC for accident insurance with a progressive invalidity scale  
(SC Progression 2022 – 225%)

SC for accident insurance with a progressive invalidity scale  
(SC Progression 2022 – 350%)

SC for accident insurance with a progressive invalidity scale  
(SC Progression 2022 – 500%)

SC for service benefits  
(SC Service 2022)

for informational purposes only

## Scope of Insurance Coverage

### 1. What is insured?

#### 1.1. Basic principle

We provide the agreed insurance cover for accidents suffered by the insured person.

#### 1.2. Territorial scope

Insurance cover applies for the duration of the contract

- › worldwide, and
- › 24 hours a day.

#### 1.3. Definition of an accident

An accident is deemed to have occurred if the insured person

- › suffers an involuntary injury to health
- › as a result of a sudden external event acting on their body (accident event).

#### 1.4. Extended definition of an accident

**1.4.1.** An accident is also deemed to include injuries caused by the insured person's own movements or by increased physical exertion, such as

- › dislocations of a joint of the limbs or the spine,
- › strains or tears of muscles, tendons, ligaments, or joint capsules of the limbs or the spine,
- › abdominal or inguinal hernias (e.g. inguinal hernia),
- › bone fractures.

Menisci and intervertebral discs are neither muscles, tendons, ligaments, nor joint capsules. They are therefore not covered by this provision.

Increased physical exertion is any movement in which the muscular effort exceeds the normal activities of daily life. The decisive factor in assessing muscular effort is the individual physical condition of the insured person.

**1.4.2.** An accident is also deemed to have occurred if the insured person suffers an involuntary injury to health as a result of

- › poisoning caused by the ingestion of solid or liquid substances through the throat (entrance to the esophagus),
- › food poisoning,
- › poisoning caused by inhalation of harmful substances where the insured person has been exposed, due to unavoidable circumstances, to suddenly escaping gases, vapors, fumes, dust clouds, or acids for up to 7 days,
- › plant poisoning caused by touching, swallowing, chewing, and/or spitting out plants or parts of plants, provided that the harmful nature of the plants was not known to the insured person.

Excluded from cover are health impairments that are inherent to the occupation itself, in particular those that develop gradually through normal inhalation (occupational and industrial diseases).

For insured children who have not yet reached the age of 18 at the time of the accident, insurance cover also applies in the following cases:

Poisoning caused by

- › tobacco,
- › alcohol,

which the child has ingested, tried, spat out, or swallowed, even if the child was not supervised by the responsible persons.

**1.4.3.** Also insured are injuries to health caused by

- › drowning,
- › suffocation,
- › freezing, including of individual body parts,

- › deprivation of fluids, food, or oxygen,
- › failure to take or incorrect intake of medication as a result of kidnapping or hostage-taking,
- › sunburn or sunstroke,

provided that the insured person suffered the injury involuntarily.

**1.4.4.** An accident is also deemed to have occurred if the insured person consciously accepts injuries to health that they suffer in lawful self-defense or in efforts to rescue people, animals, or property.

**1.4.5.** Insurance cover also applies to diving-related injuries to health (e.g. decompression sickness or eardrum injuries), even if no accident event—i.e. a sudden external event acting on the body—has occurred.

We reimburse the proven costs for treatment in a decompression chamber following diving accidents up to an amount of EUR 100,000 per insured event.

Costs are only covered insofar as no other cost bearer is liable. If such costs are only partially covered by another party, we will reimburse the remaining amount.

**1.4.6.** An accident is also deemed to have occurred if the insured person involuntarily suffers an injury to health as a result of exposure to radiation, including laser, X-ray, maser, and ultraviolet radiation.

The following remain excluded from insurance cover:

- › accidents caused directly or indirectly by nuclear energy,
- › injuries to health occurring as a result of regular handling of radiation-emitting equipment.

## **1.5. Limitations of our obligation to provide benefits**

For certain accidents and injuries to health, we may be unable to provide benefits or may provide them only to a limited extent.

Please therefore note the provisions regarding the contribution of illnesses and infirmities (Section 3) and the exclusions (Section 5).

## **2. Which types of benefits can be agreed upon?**

### **Which deadlines and other requirements apply to the individual types of benefits?**

The types of benefits you can agree upon, as well as their requirements, are described below or in additional terms and conditions.

Only those types of benefits and insured sums apply which you have agreed with us and which are stated in your insurance policy and its endorsements.

### **Optional premium-based benefits**

#### **2.1. Invalidation benefit**

##### **2.1.1. Requirements for the benefit**

###### **2.1.1.1. Invalidation**

The insured person has suffered an invalidity. Invalidation exists if, as a result of an accident,

- › physical or mental capacity
- › is permanently impaired.

An impairment is considered permanent if

- › it is expected to last for more than three years, and
- › no improvement in this condition is to be expected.

*Example:*

An impairment is not permanent if the insured person suffers a bone fracture that heals completely within one year.

##### **2.1.1.2. Occurrence and medical determination of invalidity**

The invalidity must

- › have occurred within 24 months after the accident, and

› have been medically determined in writing by a physician.

If one of these requirements is not met, there is no entitlement to an invalidity benefit.

### **2.1.1.3. Assertion of invalidity**

You must assert the invalidity to us within 24 months after the accident. Assertion means that you inform us that you assume an invalidity exists.

If you fail to meet this deadline, the entitlement to the invalidity benefit is excluded. Only in exceptional cases may failure to meet the deadline be excused. In such cases, the assertion must be made without undue delay.

### **2.1.1.4. No invalidity benefit in the event of accidental death within the first year**

If the insured person dies as a result of the accident within one year after the accident, there is no entitlement to an invalidity benefit.

In this case, we will pay a survivor protection benefit (Section 2.6), provided this has been agreed.

## **2.1.2. Type and amount of the benefit**

### **2.1.2.1. Calculation of the invalidity benefit**

The invalidity benefit is paid as a lump sum. The basis for calculating the benefit is

- › the agreed insured sum, and
- › the degree of invalidity caused by the accident.

### **2.1.2.2. Determination of the degree of invalidity, assessment period**

The degree of invalidity is determined

- › according to the schedule of benefits (Section 2.1.2.2.1), provided that the affected body parts or sensory organs are listed there,
- › otherwise according to the extent to which normal physical or mental capacity is permanently impaired (Section 2.1.2.2.2).

The decisive factor is the accident-related state of health that is identifiable at the latest at the end of the third year after the accident. This applies both to the initial and to subsequent assessments of invalidity (Section 9.4).

#### **2.1.2.2.1. Schedule of benefits**

In the event of loss or complete functional incapacity of the following body parts or sensory organs, only the degrees of invalidity listed below apply (for the accident pension pursuant to Section 2.2, only the percentages shown in brackets apply):

- Arm: 100% (80%)
- Arm up to above the elbow joint: 100% (80%)
- Arm below the elbow joint: 100% (75%)
- Hand: 90% (70%)
- Thumb: 45% (30%)
- Index finger: 30% (20%)
- Middle finger: 20% (13%)
- Ring finger: 20% (13%)
- Little finger: 15% (10%)
- All fingers of one hand, but no more than: 90% (70%)
- Leg above the middle of the thigh: 100% (80%)
- Leg up to the middle of the thigh: 100% (75%)

- Leg up to below the knee: 100% (65%)
- Leg up to the middle of the lower leg: 100% (60%)
- Foot: 75% (55%)
- **Big toe:** 20% (15%)
- **Other toe:** 10% (5%)
- **Eye:** 80% (80%)
- **Second eye, if vision in the other eye was already impaired or lost:** 100% (80%)
- **Hearing in one ear:** 50% (50%)
- **Hearing in both ears:** 100% (80%)
- **Sense of smell:** 30% (20%)
- **Sense of taste:** 30% (20%)
- **Loss of voice:** 100% (100%)
- **Kidney:** 30% (20%)
- **Both kidneys:** 100% (100%)
- **Kidney, if the other kidney was already lost or completely non-functional:** 100% (100%)
- **Spleen:** 20% (10%)
- **Gallbladder:** 20% (10%)
- **Stomach:** 30% (20%)
- **Lung (one lung):** 50% (50%)
- **Intestine (each for duodenum, small intestine, and large intestine):** 30% (25%)

In the event of partial loss or partial functional impairment, the corresponding proportion of the stated degrees of invalidity shall apply.

*Example:*

If an arm is completely non-functional, this results in a degree of invalidity of 80%. If its function is impaired by one tenth, the degree of invalidity is 8% (= one tenth of 80%).

#### **2.1.2.2.2. Assessment outside the schedule of benefits**

For other body parts and sensory organs, the degree of invalidity is determined by the extent to which normal physical or mental capacity as a whole is permanently impaired. The benchmark is an average person of the same age and sex.

The assessment is carried out exclusively on the basis of medical criteria.

#### **2.1.2.2.3. Reduction due to pre-existing invalidity**

Pre-existing invalidity exists if affected body parts or sensory organs were already permanently impaired before the accident. It is assessed in accordance with Sections 2.1.2.2.1 and 2.1.2.2.2.

The degree of invalidity is reduced by this pre-existing invalidity.

*Example:*

If an arm is completely non-functional, the degree of invalidity is 80%. If this arm was already impaired by one tenth prior to the accident, the pre-existing invalidity amounts to 8% (= one tenth of 80%). These 8% are deducted, leaving an accident-related degree of invalidity of 72%.

#### **2.1.2.2.4. Degree of invalidity in the event of impairment of several body parts or sensory organs**

An accident may impair several body parts or sensory organs. In such cases, the degrees of invalidity determined in accordance with the above provisions are added together.

However, no more than 100% shall be taken into account.

*Example:*

As a result of an accident, an arm is completely non-functional (80%) and a leg is impaired by half in its function (40%). Even though the total of the degrees of invalidity is 120%, the degree of invalidity is limited to 100%.

### **2.1.2.3. Invalidity benefit in the event of death of the insured person**

If the insured person dies before the degree of invalidity has been assessed, we will pay an invalidity benefit subject to the following conditions:

- › the insured person did not die as a result of the accident within the first year after the accident (Section 2.1.1.4), and
- › the other requirements for the invalidity benefit pursuant to Section 2.1.1 are fulfilled.

The benefit is paid based on the degree of invalidity that would have been expected on the basis of the medical findings.

### **2.1.2.4. Increase of the invalidity benefit for compliance with safety measures (helmet bonus)**

#### **2.1.2.4.1. Requirements for the benefit**

The insured person suffers a head injury as a result of an insured accident while

- › cycling, using a balance bike, or riding a unicycle,
- › inline skating, roller skating, riding a scooter, or skateboarding,
- › skiing or snowboarding,
- › horse riding,

and can prove that they were wearing a standard commercially available protective helmet that complies with safety standards. Injuries to the eyes and ears are deemed equivalent to head injuries.

For children, the described scope of benefits also applies when using balance bikes or when being transported in a child bicycle seat.

#### **2.1.2.4.2. Type and amount of the benefit**

We increase the compensation payable as a result of the determined degree of invalidity by 10%.

## 2.2. Accident pension

### 2.2.1. Requirements for the benefit

The degree of invalidity caused by the accident amounts to at least 50%.

Sections 2.1.1, 2.1.2.2, and 3 apply to the requirements and the assessment of invalidity.

If the insured person dies before the degree of invalidity has been assessed, Section 2.1.2.3 applies.

Agreed enhanced benefit schedules (Special Conditions for the insurance of the enhanced schedules “Arm & Senses”, “Arm & Leg” or “Physicians”) are not taken into account when determining the degree of invalidity.

### 2.2.2. Type and amount of the benefit

We pay the accident pension on a monthly basis in the amount of the agreed insured sum, irrespective of the age of the insured person.

Any agreed progressive invalidity scales or other additional benefits in the event of invalidity are not taken into account when determining the amount of the benefit.

### 2.2.3. Commencement and duration of the benefit

#### 2.2.3.1. We pay the accident pension

- › retroactively from the beginning of the month in which the accident occurred, and thereafter
- › monthly in advance.

#### 2.2.3.2. We pay the accident pension until the end of the month in which

- › the insured person dies, or
- › we inform you that, as a result of a reassessment pursuant to Section 9.4, the degree of invalidity caused by the accident has fallen below 50%.

We are entitled to review the requirements for entitlement to the pension. For this purpose, we may request life certificates from you.

If you do not submit these certificates to us without undue delay, the pension payments will be suspended from the next due date until the certificate is received.

## 2.3. Deleted

## 2.4. Daily hospital allowance

### 2.4.1. Requirements for the benefit

The insured person

› is undergoing medically necessary full inpatient treatment as a result of an accident. This also includes full inpatient treatment in an institution that serves both medical treatment and rehabilitation (so-called mixed institutions),

or

› undergoes an accident-related outpatient operation.

An outpatient operation is a surgical procedure performed to avoid full inpatient treatment.

*Example:*

Outpatient surgery for a torn cruciate ligament.

Cures as well as stays in sanatoriums and convalescent homes are not considered medically necessary treatment.

### 2.4.2. Amount and duration of the benefit

We pay the agreed daily hospital allowance

- › for each calendar day of full inpatient treatment, for a maximum of 5 years from the day of the accident,
- › for 7 days in the case of outpatient surgical operations.

In the case of several outpatient operations resulting from the same accident, the daily hospital allowance is paid only once.

### 2.4.3. Coma benefit

**2.4.3.1.** We pay an additional daily allowance of EUR 30 for each calendar day on which the insured person is in a natural or medically induced coma as a result of the accident, for a maximum of one year from the date of the accident.

**2.4.3.2.** This benefit does not participate in any annual increase in insured sums and premiums (indexation/dynamic adjustment) agreed for other types of benefits.

### 2.4.4. 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,
- › but for a maximum of one month.

Countries in which the insured person has a permanent residence or in which they regularly stay for more than three months per year are not considered abroad.

### 2.4.5. Accommodation in a single room and treatment by the chief physician

#### 2.4.5.1. Requirements for the benefit

The following applies to all persons insured for a daily hospital allowance of EUR 20 or more:

Insurable are persons who are insured under statutory health insurance or a full private health insurance policy with entitlement to general hospital benefits.

Reimbursable within the scope of the tariff are expenses, in accordance with Section 2.4.5.2, for inpatient treatment and outpatient operations replacing inpatient treatment, which arise as a result of an accident occurring after the commencement of insurance and within 24 months from the date of the accident.

Expenses for dental treatment, dental prostheses, and orthodontic treatment are not reimbursable.

#### 2.4.5.2. Type and amount of benefits

##### 2.4.5.2.1. Optional hospital services

Expenses are reimbursed at 100% for the following optional hospital services within the meaning of the Hospital Remuneration Act (KHEntgG) or the Federal Nursing Rates Ordinance (BPfIV), as amended from time to time:

- › separately billable private medical services and
- › separately billable accommodation in a single or double room, as well as surcharges separately billed by the hospital for meals, sanitary facilities, and the provision of a telephone and/or television.

In hospitals that do not bill in accordance with the Hospital Financing Act (KHG), the Hospital Remuneration Act (KHEntgG), or the Federal Nursing Rates Ordinance (BPfIV), the following are considered optional services:

- › separately billable private medical services, and
- › accommodation in a single or double room.

Where hospitals distinguish between nursing care classes,

- › the 3rd nursing care class corresponds to a multi-bed room,
- › the 2nd nursing care class corresponds to a double room, and
- › the 1st nursing care class corresponds to a single room.

The entitlement does not extend to any subsequently required follow-up rehabilitation, even if this is to be regarded as a consequence of the accident event.

Benefits arising from the accident event are limited to a maximum of 20 days per hospital stay.

Costs are paid for each calendar day of full inpatient treatment, but for a maximum of 2 years calculated from the date of the accident.

#### **2.4.5.2.2. Outpatient operations / private medical treatment**

Private medical treatment for accident-related outpatient operations is reimbursable at 100%, provided such operations are included in the catalogue of outpatient-operable procedures and other inpatient-replacing interventions agreed pursuant to Section 115b of Book V of the German Social Code (SGB V). Costs are paid for a maximum period of 2 years calculated from the date of the accident.

#### **2.4.5.2.3. Fee schedule**

Reimbursable are expenses for medical services exceeding the maximum rates set out in the German Fee Schedule for Physicians (GOÄ), provided that a valid fee agreement exists.

#### **2.4.6. Double daily hospital allowance for children**

If the insured child (up to the age of 18) is hospitalized as a result of an accident (full inpatient treatment) in a clinic located more than 250 kilometers from the permanent place of residence, we will pay the agreed daily hospital allowance at double the amount.

#### **2.4.7. Rooming-in**

**2.4.7.1.** In the event of accident-related medically necessary full inpatient treatment of an insured child up to the age of 18, we reimburse the costs incurred for overnight accommodation of a legal guardian of the child in the hospital.

Our reimbursement amount is limited to a maximum of EUR 2,000 per accident-related hospital stay. Multiple full inpatient treatments resulting from the same accident are deemed to constitute one continuous treatment.

**2.4.7.2.** This benefit does not participate in any annual increase in insured sums and premiums (indexation/dynamic adjustment) agreed for other types of benefits.

**2.4.7.3.** If several accident insurance policies exist with our company, the maximum amount applies to all contracts combined.

#### **2.5. Deleted**

#### **2.6. Survivor protection**

##### *2.6.1. Requirements for the benefit*

The insured person dies as a result of an accident within 2 years after the accident. In the second year, however, only if no invalidity has occurred.

Please observe the rules of conduct pursuant to Section 7.5 in this case.

**2.6.1.1.** Up to an amount of EUR 5,000, the exclusion provisions of Section 5.1.1 (accidents due to disturbances of consciousness) do not apply.

##### *2.6.2. Presumption of death (missing persons)*

Accidental death is deemed to have been proven if the insured person has been legally declared dead pursuant to

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

If the insured person has survived the disappearance, any benefits already paid must be repaid.

##### *2.6.3. Type and amount of the benefit*

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

#### **2.6.4. Additional benefit when using public transport**

**2.6.4.1.** If the insured person is fatally injured as a passenger while using public transport as a result of an accident, the agreed survivor protection benefit is increased by 25%, but by no more than EUR 50,000. Accidents occurring while boarding or disembarking are also covered.

For the purposes of these terms and conditions, public transport includes:

Buses, trams, trains, ships and ferries, taxis, and licensed rental vehicles with driver used on designated routes in public passenger transport.

**2.6.4.2.** This benefit does not participate in any annual increase in insured sums and premiums (indexation/dynamic adjustment) agreed for other types of benefits.

**2.6.4.3.** If several accident insurance policies exist with our company, the maximum amount applies to all contracts combined.

## **2.6.5. Additional Benefit for Full Orphans**

### *2.6.5.1.*

If both insured parents are killed as a result of the same accident event, we will pay to the minor children entitled by inheritance or as beneficiaries **twice the benefit agreed per parent for survivor protection**. However, the additional benefit is limited to **EUR 25,000 per parent**.

### *2.6.5.2.*

This benefit does **not participate** in any annual increase of insurance sums and premiums (indexation/dynamic adjustment) agreed for other types of benefits.

### *2.6.5.3.*

If several accident insurance policies exist with our company, the maximum amount pursuant to Clause 2.6.5.1, sentence 2, shall apply **collectively to all contracts**.

## **2.6.6. Additional Benefit for Persons Aged 50 and Over in the Event of Death Due to Heart Attack or Stroke**

Death caused by a heart attack or stroke is deemed insured **up to an amount of EUR 5,000**, provided that survivor protection benefits have been agreed.

## **2.7. Deleted**

## **2.8. Deleted**

## **2.9. PlusCare**

### **2.9.1. What Is Insured?**

If an accident results in the insured person requiring assistance, we provide **assistance and care services**. For this purpose, we use **qualified service providers**.

Assistance and care services are provided **exclusively within Germany**.

### **2.9.2. When and to What Extent Are Assistance and Care Services Provided?**

#### *2.9.2.1. Requirements for Benefits*

The insured person:

- is impaired in their physical or mental capacity as a result of the accident, and
- therefore requires assistance with ordinary and regularly recurring activities of daily life (need for assistance).

#### *2.9.2.2. Assessment of Needs and Scope of Benefits*

We determine the individual needs resulting from the accident based on the type and extent of the need for assistance.

These needs are covered by the benefits listed in Clause 2.9.3.

The service provider commissioned by us coordinates all assistance and care services in accordance with the insured benefits and monitors their execution and any need for adjustment during the course of the insurance claim.

#### *2.9.2.3. Contribution of Illnesses or Medical Conditions*

If illnesses or medical conditions have contributed to the need for assistance, we will **not reduce** our assistance and care services, deviating from Clause 3.

### **2.9.3. What Benefits Are Insured?**

#### *2.9.3.1. Assistance Services*

We organize and cover the costs of the following assistance services:

##### *2.9.3.1.1. Meal Service*

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

The meals:

- can be freely selected from the service provider's menu offerings,
- are delivered hot daily; if this is not possible locally, meals are delivered frozen on a weekly basis (7 meals).

We bear the cost of the meals.

##### *2.9.3.1.2. Shopping and Errands*

We shop for daily necessities for the insured person **up to twice per week** and carry out necessary errands.

This includes:

- purchasing food and daily necessities, including putting them away,
- courier trips to banks or authorities,
- obtaining prescriptions or medication,
- taking laundry to be cleaned and collecting it.

We bear the courier costs.

We do **not** bear the costs of purchased goods or any incurred fees (including prescription charges).

##### *2.9.3.1.3. Accompaniment to Doctor and Authority Appointments*

We transport and accompany the insured person to necessary doctor's or authority appointments **up to twice per week** if personal attendance is unavoidable.

The accompanying person assists, for example, with:

- getting in and out,
- climbing stairs,
- opening doors.

The accompanying person does **not** provide professional or substantive assistance.

We organize and cover the costs of accompaniment as well as—within a radius of **50 kilometers** from the insured person's permanent place of residence—the insured person's travel costs, insofar as these are not reimbursed by the responsible insurance provider.

For journeys exceeding a radius of 50 kilometers, prior coordination with us is required to clarify coverage of travel costs.

##### *2.9.3.1.4. Transportation Services to Physiotherapy or Therapies*

If required, the insured person will be transported to and from physiotherapy or therapy sessions **up to twice per week**.

We organize and cover the travel costs within a radius of **50 kilometers** from the insured person's permanent place of residence, insofar as these are not reimbursed by the responsible insurance provider.

For journeys exceeding this radius, prior coordination with us is required to clarify coverage of travel costs.

#### 2.9.3.1.5. Cleaning of the Home

We clean the insured person's living area **once per week** to a customary extent (living room, bedroom, kitchen, bathroom, and toilet).

The prerequisite is that the rooms were in proper condition prior to the accident.

The time expenditure 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 per week**.

This includes:

- washing and drying,
- ironing,
- sorting laundry and clothing, and
- shoe care.

The time expenditure is limited to **4 hours per week**.

#### 2.9.3.1.7. Emergency Call System at Home

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

Through this system, the service provider commissioned by us is reachable **around the clock** and can arrange appropriate assistance in an emergency.

We bear the costs for:

- the system and its installation,
- ongoing costs for **six months**, calculated from the date of the accident,
- dismantling of the system if carried out within six months from the accident date; otherwise, the costs are borne by the insured person.

#### 2.9.3.1.8. Day and Night Supervision

We organize and cover the costs of **day and night supervision** if intensive monitoring of the insured person is medically required following an accident-related hospital stay or accident-related outpatient surgery.

The time expenditure is limited to **48 hours** following discharge from inpatient hospital treatment or after the outpatient operation.

#### 2.9.3.1.9. Family Assistance

##### 2.9.3.1.9.1. Benefits for Family Members of the Insured Person

If, due to an insured event, the insured person is unable to maintain and continue the household, the following services described under Clause 2.9.3 are also provided, if required, for the spouse/partner and minor children living in the same household, for up to **4 weeks**:

- meal service,
- home cleaning,
- errands and shopping,
- laundry and clothing.

#### 2.9.3.1.9.2. Childcare

If an accident causes the insured person to no longer be able to ensure the care or supervision of minor children (biological and/or foster children) living in the household, we ensure that the children receive **qualified childcare**.

Where possible, childcare is provided in the insured person's home.

Childcare includes:

- supervision including leisure activities,
- homework assistance (primary school age),
- preparation of meals,
- assistance with food intake,
- assistance with dressing and undressing, and
- support with personal hygiene (non-medical).

Services are provided for up to **eight hours per day**, for up to **four weeks**.

In emergencies, up to **24 hours per day**. An emergency is defined as a situation occurring within 48 hours after the insured event in which no one is available to provide the necessary care and supervision.

Our services cease in whole or in part if another person (e.g. a relative) can provide them.

In addition, we organize and cover the costs for the following transportation services within a radius of **50 kilometers** from the insured person's permanent place of residence if the insured person is unable to do so due to the accident:

- to kindergarten, daycare center, or school,
- to clubs or associations of which the child is a member,
- to paid courses and classes attended by the child,
- to medical appointments or medically prescribed treatments for the child, and back.

If journeys are required that exceed a radius of **50 kilometers** from the insured person's place of residence, prior coordination with us is required in order to clarify coverage of travel costs.

#### 2.9.3.1.10. Tutoring Lessons

We arrange and reimburse the documented costs for tutoring if the insured child is unable to attend school **continuously for at least 10 school days** due to an accident.

Reimbursement is limited to **EUR 30 per missed school day**, up to a maximum of **EUR 2,000**.

#### 2.9.3.1.11. Pet Care

If the insured person is unable to care for an existing pet due to an insured accident, we arrange accommodation and care for **ordinary domestic pets**.

Pets are animals kept exclusively for private purposes in the policyholder's residence (in particular dogs, cats, rodents, and birds).

We cover the resulting costs up to **EUR 1,000 per accident event**.

Excluded are costs for pets whose keeping requires official authorization.

#### 2.9.3.1.12. Caretaker Services

We arrange and cover the costs for caretaker services if the insured person is wholly or partially unable, due to an insured event, to perform the snow-clearing and cleaning obligations assumed under the lease

agreement or—if the insured person owns the property—necessary maintenance duties (including garden maintenance).

The time expenditure is limited to **4 hours per week**.

#### **2.9.3.1.13. Mobile Nail Care, Foot Care, or Hairdresser Service**

If required, we arrange **once per month** a mobile nail care or foot care service or a mobile hairdresser for the insured person.

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

#### **2.9.3.1.14. Hospital Assistance**

In the event of accident-related necessary inpatient admission of the insured person to a hospital, we will—upon request—ensure that:

- the persons named by you are informed of the hospital stay,
- house or apartment keys are collected,
- an initial supply of essential items is brought from the insured person's home to the hospital.

This includes, for example, sufficient clothing, personal care and hygiene products, personal aids (e.g. glasses, hearing aids, walking aids), and personal items that make the hospital stay more comfortable (e.g. books, music).

In addition:

- on **two days during the first week** of the hospital stay, the insured person's mailbox is emptied and mail is delivered to the hospital,
- on **two days during the first week**, plants in the insured person's residence are watered.

We cover the costs incurred for these services **for a maximum of the first week** of the hospital stay.

#### **2.9.3.1.15. Parcel Service**

If required, we arrange that parcels are collected **once per week** from post offices or parcel lockers within a radius of **up to 10 kilometers** (one-way distance) from the insured person's residence and cover the resulting costs.

Any fees incurred (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 pursue claims for damages against third parties arising from the accident event (e.g. traffic accidents or breaches of safety obligations).

The insured person may freely choose the lawyer.

The costs of the initial consultation are reimbursed in accordance with **Section 34 (1) sentence 3 of the German Lawyers' Remuneration Act (RVG)**, plus reimbursable expenses and VAT pursuant to the RVG.

We bear the costs insofar as they are not covered by other benefit providers, in particular legal expenses insurance.

#### **2.9.3.2. Organization of Additional Assistance Services**

At your request, we organize the following assistance services.

The costs are borne by you:

- Advice on structural modifications to the house, apartment, or motor vehicle  
We arrange a one-time consultation for the insured person regarding:
  - disability-adapted modification of a motor vehicle,
  - disability-adapted modification of the house or apartment ("barrier-free living").

- **Care Facility Placement Guarantee**  
In emergencies, we guarantee the arrangement of a care facility placement for adults who are not at risk of suicide in a quality-tested care facility.  
A placement as close as possible to the place of residence is arranged; however, there is **no legal entitlement**.  
We do not bear the costs of accommodation.

### 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 Scope of Care Services, and Care Training

Before commencement of basic care (Clause 2.9.3.3.2), a **one-time care consultation** takes place in the form of a personal meeting. In this meeting:

- the scope of required care services is determined,
- the care services are planned,
- required care aids are reviewed,
- information and advice on potential entitlements under statutory long-term care insurance are provided.

If the insured person is cared for by relatives, these relatives are, upon request, trained **once** in the tasks of daily care.

#### 2.9.3.3.2. Basic Care

If required, the insured person receives basic care.

Basic care includes:

- personal hygiene,
- dressing and undressing,
- positioning and bedding,
- assistance with food preparation, intake, and elimination.

The time expenditure 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.

We provide assistance and care services as long as the need pursuant to Clause 2.9.2 exists, **for a maximum of 6 months** from the date of the accident.

Assistance and care services are discontinued as soon as our benefits review determines that the requirements for accident-related need for assistance are no longer met.

#### Exceptions:

Within 6 months from the date of the accident, the following services are provided for the periods specified below:

- Family assistance services (Clause 2.9.3.1.9) are provided for a maximum of **4 weeks**.
- Hospital assistance (Clause 2.9.3.1.14) is provided for a maximum of **1 week**.
- Services pursuant to Clauses 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.

Recognition of a care grade under statutory long-term care insurance affects the scope and duration of assistance and care services:

- If exclusively in-kind benefits under statutory long-term care insurance are chosen, we additionally provide assistance and care services insofar as additional need exists. The type and scope of services are governed by Clauses 2.9.3 and 2.9.4.1.
- If cash benefits are chosen, the additional need cannot be objectively determined. In this case, **our services end in their entirety.**

## 2.9.5. What Benefits Are Provided for Care-Dependent Relatives of the Insured Person?

### 2.9.5.1. Requirements for Benefits

- Prior to the accident, the insured person provided care for a relative and is no longer able to do so due to the accident.  
Relatives are the spouse or partner or first-degree relatives of the insured person.
- The insured person and the relative live in the same household.
- At the time of the accident, the relative had a care grade under statutory long-term care insurance.

### 2.9.5.2. Scope of Benefits

We provide assistance and care services to the extent specified in Clause 2.9.3, insofar as the insured person had provided them prior to the accident.

### 2.9.5.3. Duration of Benefits

#### 2.9.5.3.1.

As long as the requirements of Clause 2.9.5.1 are met, we provide our services **in addition to** the in-kind benefits of statutory long-term care insurance.

#### 2.9.5.3.2.

If the relative received cash benefits from statutory long-term care insurance prior to the accident, we provide our services for up to **4 weeks** from the date of the accident.

If the cash benefits are converted to in-kind benefits within this period, Clause 2.9.5.3.4 applies.

#### 2.9.5.3.3.

If a care grade under statutory long-term care insurance is recognized for the insured person, our services end **4 weeks after recognition.**

This also applies if the insured person dies.

#### 2.9.5.3.4.

Our services end **no later than 6 months** after the insured person's accident.

## 2.9.6. Obligations After an Accident

In addition to Clause 7, the following obligations apply:

### 2.9.6.1.

In order for us to provide our services, we require information about the insured person's current state of health as well as information about changes in health status during the provision of services.

You or the insured person must provide this information insofar as it is necessary for our services.

This also applies to the health status of care-dependent relatives if we provide services for them.

### 2.9.6.2. Application for Statutory Long-Term Care Benefits

If the insured person's need for assistance is likely to correspond to a care level under statutory long-term care insurance, **you or the insured person must immediately apply for benefits** there.

### 2.9.6.3. Notification of Care Level

**You or the insured person must promptly notify us** of any recognition of a care level and the receipt of benefits under statutory long-term care insurance.

#### 2.9.6.4. Transmission of Data to Service Providers

For the service provider commissioned by us to act within the scope of the promised services, it is **absolutely necessary** to transmit the data of the insured persons affected by the accident to the service provider.

The service provider can only act if treating persons and institutions, e.g.:

- health professionals,
- hospitals and clinics,
- rehabilitation, spa, and care facilities,

are released from their confidentiality obligations by the insured person.

#### 2.9.6.5. Consequences of Non-Compliance

If any of these obligations are violated, it **may affect the insurance coverage**. Clause 8 applies accordingly.

#### 2.9.7. Contractual Relationships with Service Providers

We commission qualified service providers to fulfill our obligations. **No contractual relationship** arises between you or the insured person and the service providers commissioned by us.

We do **not cover costs** for services that you or the insured person commission independently.

#### 2.9.8. Other Provisions

##### 2.9.8.1. Termination of PlusCare

PlusCare can be terminated independently by either contracting party **in accordance with Clauses 10.2 and 10.3**, regardless of other agreed benefit types.

##### 2.9.8.2. Compensation Limits

Where compensation limits are specified, these **do not participate in any annual increase** of sums insured and premiums (Dynamik).

##### 2.9.8.3. Preliminary Coverage

Due to the urgency required in your interest, **it is not always possible to fully verify coverage before benefits begin**. Provision of benefits **does not constitute acknowledgment of liability**.

If, upon reviewing our liability, we determine that no obligation existed, we **will immediately cease assistance and care services**. We waive any claim to reimbursement for services and costs already provided.

##### 2.9.8.4. Multiple Insurance

Our services under Clauses 2.9.3 and 2.9.5 are provided **only once per accident**. If additional insurance policies exist for the insured person, supplementary benefits are only provided **if additional need exists**.

#### 2.10. Deleted

#### 2.11. Cosmetic Surgery and Dental Prosthesis Costs

##### 2.11.1. Requirements

The insured person has undergone cosmetic surgery to **correct an accident-related impairment of appearance**.

In case of loss or partial loss of natural teeth or teeth with fixed prosthetics (e.g., bridges, implants, crowns, inlays) caused by an accident, we **cover the resulting costs**.

Excluded are removable prostheses, such as full dentures, clasp dentures, telescopic dentures.

The cosmetic procedure must be:

- performed by a physician,

- after completion of medical treatment, and
- within **3 years** after the accident for adults, or before the insured minor reaches **21 years** of age.

#### *2.11.2. Type and Amount of Benefits*

We reimburse documented and non-third-party-covered costs for:

- physician fees and other surgical costs,
- necessary accommodation and meals in a hospital,
- dental treatment, dental prostheses, and dental lab costs, up to a total of **EUR 100,000**.

### **2.12. Spa and Rehabilitation Assistance**

#### *2.12.1. Requirements*

Following a covered accident, we provide spa cost assistance if the insured person:

- undergoes a medically necessary spa or partial inpatient rehabilitation treatment of **at least three weeks** within **3 years** of the accident,
- due to accident-related health impairment, and
- the necessity and relation to the accident are documented by a medical certificate.

Accident-related medically necessary inpatient treatments do **not** qualify as a spa.

#### *2.12.2. Type and Amount of Benefits*

We reimburse documented and non-third-party-covered costs up to **EUR 10,000**.

### **2.13. Costs for Search, Recovery, and Rescue Operations**

#### *2.13.1. Requirements*

After an accident, the insured person may incur costs for:

- search, recovery, or rescue operations by public or private rescue services (including imminent or reasonably assumed accidents),
- medically ordered transport to a hospital or specialized clinic,
- additional return travel costs to the permanent residence if medically necessary or unavoidable,
- additional return travel or accommodation for minor children and accompanying partners in case of an accident abroad,
- medically necessary repatriation by air in case of accident abroad,
- repatriation to the last permanent residence in case of accident-related death in Germany, or
- burial abroad or repatriation to the last permanent residence in case of accident-related death abroad.

#### *2.13.2. Type and Amount of Benefits*

We reimburse documented and non-third-party-covered costs **up to EUR 100,000**.

### **2.14. Rehabilitation Management**

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

#### *2.14.1. What is Insured?*

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

## 2.14.2. Timing and Scope

### 2.14.2.1. Requirements

The insured person has suffered an accident and is expected, according to medical assessment, to have:

- permanent impairment of physical or mental performance of at least 30%, **or**
- been hospitalized accident-related for at least **10 days**, **or**
- suffered one of the following injuries:
  - spinal cord injury causing paraplegia,
  - amputation of a whole foot or hand,
  - traumatic brain injury with verified contusion or bleeding, if accident is main cause,
  - burns of 2nd or 3rd degree covering >30% of body surface,
  - total blindness in one eye,
  - severe multiple injuries (polytrauma) including:
    - fracture of two long bones in two different limbs, **or**
    - tissue-destroying damage to two internal organs, **or**
    - combination of at least two of the following: fracture of a long bone, pelvic fracture, spinal fracture, tissue-destroying damage to one internal organ.

Medical certification is required.

### 2.14.2.2. Contribution of Pre-existing Conditions

If pre-existing illnesses or weaknesses contribute to the accident consequences, **we do not reduce the rehabilitation services** under Clause 3.

## 2.14.3. What Services Are Insured?

### 2.14.3.1. Needs Assessment and Rehab Management

We support the insured person via **rehabilitation management**, including:

- situation analysis,
- assessment of medical, professional, school, and social rehabilitation needs,
- preparation of an individualized rehabilitation plan,
- support during rehabilitation,
- advice on possible benefits from German social insurance or other providers.

### 2.14.3.2. Medical Rehabilitation and Therapy

We advise, organize, and arrange appropriate **inpatient and outpatient rehabilitation treatments and therapies**, e.g.:

- second medical opinions,
- qualified providers (specialized doctors, physiotherapists, clinics, rehab facilities),
- specific therapies (psychological care, osteopathy).

Rehab measures aim to **restore physical functions or maximize independence**.

### 2.14.3.3. Work, Education, and School

We advise, organize, and arrange measures for reintegration into work, education, or vocational reorientation, e.g.:

- phased reintegration,

- workplace adaptation,
- qualification or retraining measures.

#### 2.14.3.4. Assistive Devices

We advise and arrange suitable aids, e.g.:

- prostheses,
- wheelchairs,
- walking aids.

#### 2.14.3.5. Housing and Mobility

We advise, organize, and arrange measures for **adaptation of living conditions and mobility**, e.g.:

- barrier-free housing concepts,
- home modifications,
- vehicle adaptation and conversion.

#### 2.14.4. Duration and Coverage

##### 2.14.4.1. Service Duration

Services under 2.14.3 are provided for **up to 3 years** from the accident, or until the **maximum coverage of EUR 15,000** is reached (Clause 2.14.4.2).

If conditions are later found not to be met, services end immediately.

##### 2.14.4.2. Cost Coverage

- Services under 2.14.3.1: full coverage.
- Services under 2.14.3.2 and 2.14.3.3: documented costs for treatments and rehab measures up to **EUR 15,000**.
- Services under 2.14.3.4 and 2.14.3.5: only costs for arranging services; actual service costs are not covered.

##### 2.14.4.3. Payments by Other Providers

We cover rehab costs under 2.14.3.2 and 2.14.3.3 **only to the extent not covered by other providers**, especially social insurance carriers.

#### 2.14.5. Obligations After an Accident

In addition to Clause 7, the following apply:

##### 2.14.5.1.

To provide our services, we require information on the **current health status** of the insured person, and changes during service provision.

You or the insured person must provide such information if required for our services.

##### 2.14.5.2.

Information necessary for assessing our obligation to provide benefits must also be provided to us. This includes, in particular, information...

- regarding the current insurance coverage with statutory, private, or other insurance/providers/benefit carriers,
- regarding benefits already applied for, granted, or promised.

##### 2.14.5.3. Transmission of Data to Service Providers

For the service provider commissioned by us to act within the scope of the promised services, it is **absolutely necessary** to transmit the data of the insured persons affected by the accident and claiming

benefits to the service provider.

The service provider can only act if treating persons and institutions, e.g.:

- health professionals,
- hospitals and clinics,
- rehabilitation, spa, and care facilities,

are released from their confidentiality obligations by the insured person.

#### **2.14.5.4. Consequences of Non-Compliance**

If any of these obligations are violated, it **may affect the insurance coverage**. Clause 8 applies accordingly.

#### **2.14.6. Contractual Relationships with Service Providers**

We commission qualified service providers to fulfill our obligations. **No contractual relationship** arises between you or the insured person and the service providers commissioned by us.

We do **not cover costs** for services that you or the insured person commission independently.

#### **2.14.7. Impact of Rehabilitation Services on Other Accident Insurance Benefits**

The provision of rehabilitation services **does not constitute acknowledgment of our liability for other accident insurance benefits**. The conditions for the respective benefit types remain decisive.

In any case, we cover the costs of **rehabilitation services already provided**.

### **2.15. Additional Expenses Due to Disability**

#### **2.15.1. Requirements**

Within **3 years after the accident**, we reimburse costs for disability-related additional expenses listed in Clause 2.15.2, provided that these measures are **exclusively required due to the accident-related disability** (Clause 2.1).

The necessity of the 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 documented and non-third-party-covered costs for:

- adaptation of the insured person's residence for disability or relocation to an accessible apartment,
- adaptation of the insured person's car to a disability-accessible vehicle,
- prostheses and assistive devices (e.g., wheelchair, walking and support aids),
- repair of prostheses: if the insured person already used a prosthesis before the accident and it is damaged in a covered accident, we cover the **repair costs or, if repair is impossible, the cost of a new prosthesis**,
- training and examination fees for retraining measures.

Total coverage is up to **EUR 30,000**.

### **2.16. Psychological Care**

#### **2.16.1. Requirements**

The insured person suffers **proven pathological psychological disturbances** as a consequence of the accident.

#### **2.16.2. Type and Amount of Benefits**

We cover the costs for **10 sessions of medically necessary psychological care or treatment** for mental and nervous disorders resulting from an accident, **provided the sessions take place within 3 years of the**

## **accident.**

The treatment must be completed within **3 years after the accident**. Costs must be documented by presenting original invoices.

### **2.17. Family Protection Insurance**

#### **2.17.1. Requirements**

An insured person has, during the validity of the contract:

- married, or
- entered into a civil partnership under the Civil Partnership Act, or
- given birth to a child, or
- adopted a child.

Insurance coverage under the Family Protection Insurance requires that:

- the contract of the insured person was **active at the start of the Family Protection Insurance and at the time of the accident**, and
- no private accident insurance exists with us for the spouse/partner or for the newborn/adopted child.

#### **2.17.2. Type and Amount of Benefits**

The insured sums are as follows:

- Survivors' 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**

Insurance 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 must be provided by presenting the mother's maternity record,
- for adopted children, from the legal effect of the adoption (up to 18 years of age).

Coverage lasts **12 months**.

If the child or the spouse/civil partner is insured with us during the period of the family protection insurance, the **premium-free coverage** applies additionally.

#### **2.17.4. Multiple Accident Policies**

If additional accident insurance exists with our company, benefits can only be claimed from **one of these contracts**.

### **2.18. Immediate Benefit for Severe Injuries**

For certain injuries, we pay an **immediate benefit**.

#### *2.18.1. Requirements*

The insured person has suffered one of the following injuries due to an accident:

- Paraplegia, defined as irreversible spinal cord damage,
- Amputation, defined as permanent loss of an entire foot or hand,
- Traumatic brain injury with objectively verified contusion or cerebral hemorrhage,
- Burns of **second or third degree** covering more than 30% of the body surface.

The injury must be documented to us **within one year of the accident** by an objective medical report based on current medical knowledge.

If diseases or infirmities contributed, Clause 3 applies accordingly.

#### *2.18.2. Type and Amount of Benefit*

For each accident, we pay a **one-time immediate benefit** of €15,000 per insured event.

This applies even if the insured person suffers **multiple injuries** under Clause 2.18.1.

#### **2.18.3. Extended Immediate Benefit for Home Purchase or Construction**

##### *2.18.3.1.*

If you acquire or construct owner-occupied property for the first time during the validity of the contract, we pay the immediate benefit under Clauses 2.18.1 and 2.18.2 for severe injuries for **you and your spouse/civil partner living in the same household**, in **double amount** (as insured under the contract).

##### *2.18.3.2.*

This coverage begins:

- with the acquisition of the property, or
- if the property is not yet ready for occupancy, with the **start of construction**.

In the event of a claim, proof of construction start or acquisition must be provided.

Coverage ends at the earliest of the following dates:

- five years after construction start or acquisition,
- disposal of the property,
- termination of the accident insurance.

### **3. What Happens if Accident Consequences Interact with Diseases or Infirmities?**

#### *3.1. Diseases and Infirmities*

We **only cover consequences of accidents**, i.e., health impairments and their effects caused by the accident.

We do **not cover diseases or infirmities**.

**Examples:**

- Diseases: e.g., diabetes, joint diseases
- Infirmities: e.g., spinal deformities, congenital tendon shortening

#### *3.2. Contribution of Diseases or Infirmities*

If accident consequences coincide with diseases or infirmities, the following applies:

##### *3.2.1.*

The benefit is reduced in proportion to the **degree of contribution** of the disease or infirmity:

- For disability benefits and accident pensions: the **percentage of disability** is reduced,
- For survivors' protection and, unless otherwise stated, other benefits: the **benefit itself is reduced**.

**Example:**

After a leg injury, the disability degree is 10%. A rheumatic disease contributed 50%.  
The accident-related disability degree is therefore 5%.

**3.2.2.**

If the contribution is less than 100%, **no reduction is applied**.

**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 long-term care insurance are **not insurable** and are **not covered even if premiums are paid**.

**4.2.**

Insurance coverage **ceases** as soon as the insured person is no longer insurable according to Clause 4.1. At the same time, the insurance contract **terminates with respect to this person**.

**4.3.**

Premiums paid for these persons are **refunded retroactively** from the date insurability ceases.

**5. What Is Not Covered?****5.1. Excluded Accidents**

No insurance coverage exists for the following accidents:

**5.1.1. Accidents due to consciousness disorders**

A **consciousness disorder** occurs when the insured person's perception or reaction capacity is impaired to the extent that they can no longer cope with the demands of the specific hazardous situation.

Causes may include:

- Health impairments
- Medication intake
- Alcohol consumption
- Use of drugs or other substances affecting consciousness

**Exceptions:**

The exclusion does **not apply** if the consciousness disorder was caused by:

- An accident under Clause 1.3 for which insurance coverage exists under this contract
- Heart attack or stroke
- Epileptic or other seizures
- Alcohol intoxication if the blood alcohol concentration at the time of the accident was below:
  - **1.3‰** when driving a motor vehicle
  - **1.6‰** when riding a bicycle
  - **2.0‰** in all other accidents
- Cardiovascular disorders or fainting, including weather-related incidents
- Intake of medically prescribed drugs
- Unintentional intake of so-called "knock-out drops" (K.O.-drops), provided it is reported and documented by the police
- Sleepiness, falling asleep, or being startled

**Note:** The health impairments themselves caused by heart attack, stroke, seizures, medication abuse, or alcohol consumption are **not insured**.

In general, **no coverage** is provided if an accident occurs due to regular drug or substance abuse that impairs consciousness.

#### 5.1.2. Accidents caused while committing or attempting a criminal act

##### **Exceptions:**

Coverage **does exist** for minors or legally incapacitated persons:

- If the crime involves driving a land or water vehicle without a license or unauthorized vehicle use (§ 248b German Criminal Code), provided no further crime was committed to enable the ride
- If the accident results from the creation or use of homemade fireworks, provided no property damage or personal injury was intended

#### 5.1.3. Accidents directly or indirectly caused by war or civil war events

##### 5.1.3.1.

Coverage exists if the insured person is **unexpectedly affected by war or civil war while traveling abroad**. This coverage applies **as long as the insured person is attempting to leave the war zone**, but **at least for one month** after the outbreak of war or the start of hostilities.

##### **The extension does not apply:**

- When traveling in or through countries where war or civil war already exists
- For active participation in war or civil war
- For accidents caused by WMDs (nuclear, biological, or chemical weapons)
- In connection with war or warlike situations between China, Germany, France, Great Britain, Japan, Russia, or the USA

Coverage **does apply** for accident consequences caused by:

- Terrorist attacks outside the territories of the warring parties
- Violent clashes and internal unrest, provided the insured person **did not participate on the side of the rioters**

##### 5.1.3.2.

Coverage also applies **when working for humanitarian aid organizations**

##### 5.1.3.2.1. Conditions for Coverage

The insured person suffers an accident **while outside the Federal Republic of Germany** during a **temporarily assigned deployment or temporary activity** for one of the following humanitarian aid organizations:

Recognized humanitarian aid organizations include:

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

##### 5.1.3.2.2. Type and Amount of Coverage

The following coverage is provided:

- **Survivor protection:** €10,000
- **Disability (without progression):** €50,000

#### 5.1.3.2.3.

The insured sums **do not participate** in any annual increase of insurance sum and premium (dynamics) agreed in the contract.

#### 5.1.4. Accidents of the insured person

Coverage does **not** include accidents:

- As a pilot of an aircraft or air sports vehicle, unless a permit is required under German law
- As any other crew member of an aircraft
- During professional activities requiring the use of an aircraft
- When using spacecraft

**Exceptions:** Coverage **does apply** for:

- Doctors, medical personnel, police and fire service employees **performing professional duties on board airplanes or helicopters**, provided they are **not piloting the aircraft** themselves
- Passengers in aircraft and air sports devices (e.g., balloons, gliders, tandem parachute jumps)
- Flight students in training to pilot an aircraft, since no license is required yet
- Kitesurfing

In these cases, the exclusion does **not** apply.

#### 5.1.5. Accidents while participating in motor vehicle races

A participant is **any driver, co-driver, or occupant** of a motor vehicle.

Races are competitions or related practice drives **aimed at achieving maximum speeds**.

**Exceptions:** Coverage **does apply** for:

- Driving safety training that does **not** have a racing character
- Driving events where the focus is on achieving an **average speed** (e.g., star rallies, reliability or orientation drives)
- Occasional leisure kart rides on indoor or outdoor tracks, provided the events are recreational, **not organized by associations or clubs**, and not considered competitive karting

In these cases, the exclusion does **not** apply.

## 5.2. Excluded Health Impairments

No insurance coverage exists for the following health impairments:

#### 5.2.1.

Damage to intervertebral discs, internal organ bleeding, and brain hemorrhages

**Exception:**

Coverage **does apply** if:

- The accident under Clause 1.3 **predominantly caused** (more than 50%) the health impairment
- Insurance coverage exists for this accident under this contract

#### 5.2.2.

Health impairments caused by medical treatments or procedures on the insured person, including **radiodiagnostic and radiotherapeutic procedures**

**Exceptions:**

- The treatment or procedure, including radiodiagnostic or therapeutic measures, was **caused by an insured accident**
- Unintentional health impairments resulting from **daily self-care activities** (e.g., shaving, cutting, filing hair, nails, corns, or calluses)

In these cases, the exclusion does **not** apply.

### 5.2.3. Infections

#### Exceptions:

#### 5.2.3.1. Infectious diseases

Coverage exists for the outbreak of the following infectious diseases:

- Diseases transmitted by **insect bites/stings or other animal-caused skin injuries** (e.g., Lyme disease, brucellosis, encephalitis, spotted fever, tick-borne encephalitis (TBE), yellow fever, typhus, malaria, meningitis, plague)
- Cholera, diphtheria, shingles, whooping cough, poliomyelitis, measles, mumps, infectious mononucleosis

#### 5.2.3. Infectious Diseases (continued)

- **Smallpox/Chickenpox, Rubella, Scarlet Fever, Tuberculosis, Leprosy, and Typhoid/Paratyphoid**  
Coverage exists **only if the outbreak of the disease occurs no earlier than 3 months** (1 month in the case of tick bites) after the issuance of the insurance policy.

#### 5.2.3.2. Health Impairments from Vaccinations

A vaccine injury is a health impairment that **exceeds the usual extent of a vaccination reaction**.

Usual vaccination reactions (e.g., headache, joint pain, flu-like symptoms, allergic reactions) are **explicitly not insured**.

Only recognized vaccine injuries are covered. The policyholder bears the **burden of proof regarding the cause of the health impairment**.

Coverage is limited to vaccine injuries caused by a vaccine **approved by the European Medicines Agency (EMA)**.

#### 5.2.3.3. Wound Infections and Blood Poisoning

As a consequence of an accident, **wound infections and sepsis** are also insured.

#### 5.2.3.4. Rabies and Tetanus

The insured person contracts **rabies or tetanus**.

#### 5.2.3.5. Other Pathogens or Medical Treatments

The insured person contracts:

- Other pathogens that enter the body through more than **minor accident injuries**. Minor injuries are those that would not require medical treatment without the infection and its consequences.
- Through medical treatments or procedures for which **exceptional coverage** applies according to Clause 5.2.2.

#### 5.2.3.6. Minor Skin or Mucous Membrane Injuries

Infections from minor skin or mucous membrane injuries are covered if the **causal event is reported to us within 4 weeks** by you or the insured person.

#### 5.2.3.7. Allergic Reactions

Allergic reactions to insect bites/stings or minor skin/mucous membrane injuries are considered accidents, provided the **causal event is reported to us within 4 weeks**.

If a hospital-based desensitization procedure is required due to such an allergic reaction, this is also considered an accident-related hospital stay.

**In these cases, the exclusion does not apply.**

#### 5.2.4. Psychological Disorders

No coverage exists for pathological disorders caused by psychological reactions, **even if caused by an accident**, except for:

Coverage is provided for psychological or nervous disorders following an accident **if and to the extent these disorders are due to an accident-induced organic nervous system disorder or newly developed post-accident epilepsy.**

### 6. What to consider with a child tariff, changes in occupation, or switching tariffs after age 63

#### 6.1. Switching the Child Tariff

##### 6.1.1.

After the insurance year (Clause 10.6) in which the child turns 18, the insurance will be converted to the **adult tariff valid at contract inception.**

You have the following options:

- Continue paying the **previous premium**, with reduced insurance sums, or
- Keep the **previous insurance sums** and pay a correspondingly higher premium.

##### 6.1.2.

We will inform you of your choice in due time. If no choice is made **within two months** after the start of the new insurance year, the contract will continue with **reduced insurance sums.**

#### 6.2. Change of Occupation or Employment

The **amount of insurance coverage and the premium** depend significantly on the insured person's occupation or employment.

The basis for calculating insurance sums and premiums is our **current occupation classification list.**

##### 6.2.1. Notification of Change

Any change in the insured person's occupation or employment must be reported **immediately.** Voluntary military service, reserve exercises, and temporary voluntary social services (e.g., Federal Volunteer Service) are **not included.**

##### 6.2.2. Impact of the Change

- If the new occupation results in **lower insurance sums** at the same premium, these apply **two months after the change.**
- If the new occupation results in **higher insurance sums**, these apply **as soon as we receive your notification**, but **no later than one month after the change.**
- Newly calculated insurance sums apply to both **occupational and non-occupational accidents.**
- Upon request, the contract can continue with the **previous insurance sums** at an adjusted premium once we receive your notification.

##### 6.2.3. Mistake Clause

If the change in occupation is **accidentally not reported**, this does **not affect our obligation to pay benefits**, provided the policyholder or insured person proves it was a mere oversight and **reports it immediately after discovering the error.**

Premium adjustments are made retrospectively, **from the date of the change.**

#### 6.2.4. Non-Insurable Occupations/Employments

##### 6.2.4.1.

If the insured person takes up an occupation that is **not insurable**, the contract for the affected person ends – **regardless of any delayed notification** under Clause 6.2.3.

Persons engaged in the following occupations/employments are **not insurable**, even if premiums are paid:

- Acrobats/Artists
- Mining Technicians
- Mining Machinery Technicians
- Miners
- Professional and Contract Athletes
- Oil Rig Personnel
- Figure Skaters
- Ore Processors
- Pyrotechnicians/Fireworks Experts
- Flight Attendants
- Flight Instructors
- Pilots
- Football Coaches
- Deep-Sea Fishermen
- Munitions and Clearance Teams
- Offshore Personnel
- Personal Security Guards
- Police Special Units (SEK/MEK/GSG)
- Pyrotechnicians
- Riding Instructors
- Racing Drivers
- Race and Show Riders
- Ski Instructors
- Explosive Experts
- Stuntmen
- Divers
- Animal Tamers
- Underground Workers

#### 6.2.4.2.

Premiums paid **after the start of a non-insurable occupation/employment** for an insured person will be **refunded**.

#### 6.2.5. Coverage for Temporary Occupational Special Hazards

If, during the insured activity, **special risks** arise that would normally require a higher premium, coverage is provided if the special risk is **temporary or short-term**, i.e., **not permanent**.

Coverage also applies if the hazard-increasing activity **recurs periodically** but only briefly and does **not constitute a fundamental change** of occupation.

#### 6.3. Conversion of Existing Tariff After Age 63

### 6.3.1. Conversion of Contract After Age 63

At the end of the insurance year in which the insured person turns 63, the insurance will be converted to the **tariff for persons aged 63 and older**.

From that point on, premiums will be **adjusted annually based on the insured person's age**.

The new premium will be communicated to you in writing **before the end of the insurance year in which the insured person turns 63**. Thereafter, you will be informed annually of any further premium changes.

Premium adjustments take effect **for the insurance year following the age change**.

### 6.3.2. Conversion of Contract After Age 70

At the end of the insurance year in which the insured person turns 70, in addition to Clause 6.3.1:

- If the insured person is classified in **risk group B** at the time of conversion, they are **automatically reclassified into risk group A**, regardless of whether they are still working in a risk group B occupation.
- The applicable risk group is indicated in the **insurance policy and its endorsements**.

### 6.3.3. Conversion of Contract After Age 91

At the end of the insurance year in which the insured person turns 91, **annual premium adjustments cease**.

### 6.3.4. Termination Right for Premium Increase

In the event of a premium increase under Clauses 6.3.1 and 6.3.2, you may **terminate the insurance contract extraordinarily**.

Your termination must reach us **no later than one month after receiving notice of the premium change** and must be **in writing**.

Termination takes effect **when the premium increase would have become effective**.

### 6.3.5. Discontinuation or Change of Certain Benefits or Benefit Tables

#### 6.3.5.1. Special Conditions for Accident Insurance with Annual Increase of Insurance Sums and Premium (BB Dynamics)

The dynamic adjustment of benefits and premiums occurs **for the last time at the end of the insurance year in which the insured person turns 62**.

#### 6.3.5.2. Special Conditions for Enhanced Benefit Tables "Arm & Leg," "Arm & Senses," or "Doctors"

The enhanced benefit table applies to the insured person **until the end of the insurance year in which they turn 70**.

For accidents occurring after this point, the **standard benefit table** under Clause 2.1.2.2.1 applies.

From this point on, any **proportional premium surcharge** for the enhanced benefit table is **no longer applied**.

## 7. Obligations After an Accident

The deadlines and other conditions for each benefit are set out in Clause 2.

The following are **behavioral rules (obligations)** that you or the insured person must observe after an accident, as **we cannot provide benefits without your cooperation**.

### 7.1. Medical Attention

After an accident that is likely to result in a benefit, you or the insured person must **immediately consult a doctor**, follow their instructions, and notify us.

No breach of obligation occurs if initially minor or unrecognizable accident consequences only later become apparent and a doctor is consulted then.

The doctor's instructions must be followed. There is **no general obligation to undergo surgery**.

### 7.2. Accuracy of Information

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

### 7.3. Medical Examinations

If necessary for verifying our obligation to provide benefits, we may appoint a doctor for examination of the insured person.

We cover **necessary costs and lost earnings** caused by the examination.

### 7.4. Third-Party Information

We may require information from:

- Doctors who treated or examined the insured person **before or after the accident**
- Other insurers, insurance authorities, or government agencies  
You or the insured person must **allow us to obtain this information**, either by authorizing direct disclosure or providing it yourself.

### 7.5. Reporting Death

If the accident results in the death of the insured person, we must be notified **within 28 days**, even if the accident was already reported.

The period begins once you or the beneficiary **learn of the death** and the accident as the cause cannot be ruled out.

If necessary for verifying our obligation, we may **order an autopsy** by a doctor appointed by us.

## 8. Consequences of Non-Compliance with Obligations

- **Intentional violation** of obligations under Clause 7: **loss of insurance coverage**.
- **Grossly negligent violation**: we may **reduce benefits proportionally** to the severity of the negligence.
- Both only apply if we **notified you in writing** about these legal consequences.
- If you prove that the obligation was **not grossly negligent**, coverage remains.
- Coverage also remains if the violation did **not affect the occurrence or determination of the insured event or the scope of benefits**.
- Applies to **intentional and grossly negligent violations**, not **fraudulent violations**.
- These rules apply **regardless of our right to terminate due to a breach of pre-contractual disclosure obligations**.

## 9. When Are Benefits Payable?

We provide benefits **after completing investigations** necessary to determine the insured event and our obligation.

### 9.1. Declaration of Obligation to Pay

We must declare in writing within **one month** whether and to what extent we acknowledge our obligation to provide benefits.

For the following benefits:

- Disability Benefits
- Accident Pension  
The period is **three months**.

The deadlines begin as soon as we receive the following documents:

- Proof of the accident and its consequences.
- For disability benefits and accident pensions, additionally proof of completion of the treatment process, **if necessary for determining the degree of disability**.

Please also observe the behavioral rules in Clause 7.

We cover **all medical fees incurred to establish your claim**. Other costs are not covered.

## 9.2. Due Date of Benefits

If we acknowledge the claim or have agreed with you on its cause and amount, **payment will be made within two weeks.**

## 9.3. Advances

If the obligation to provide benefits is initially established **only in principle**, we will, at your request, pay **reasonable advances.**

### Example:

It is confirmed that you are entitled to a disability benefit. However, the amount is not yet determinable. Before the conclusion of the treatment process, a disability benefit can only be claimed **within one year after the accident** up to the amount of an agreed **survivor protection sum** (Clause 2.6).

If no survivor protection benefit is agreed, a reasonable advance on the expected disability benefit can be requested **up to a maximum of €15,000**, provided there is no longer any acute danger to life.

## 9.4. Reassessment of the Degree of Disability

After determining the degree of disability, **changes in health status may occur.**

You and we have the right to have the degree of disability **reassessed medically every year.**

This right exists for a maximum of **three years after the accident.** For children up to the age of 14, the period is extended from three to **five years.**

If we request a reassessment, we will inform you **together with the declaration of our obligation to provide benefits.**

If you wish to request a reassessment, you must notify us **before the expiry of the period.**

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. Policy Term

### 10.1. Commencement of Insurance Coverage

Coverage begins at the time **specified in the insurance policy.**

If there is a temporary coverage gap between the end of the previous policy (24:00 or 0:00) and the start of this policy (12:00 noon), we provide coverage for this period **as documented in the policy.**

Coverage is conditional upon **payment of the first or single premium within 14 days** after receiving the policy.

### 10.2. Duration and Termination of the Contract

#### 10.2.1. Contract Duration

The contract is concluded for the period specified in the insurance policy.

#### 10.2.2. Automatic Renewal

For a contract term of at least one year, the contract **automatically renews for one additional year** unless terminated.

Either you or we may terminate. Notice must be given **at least three months before the end of the contract period.**

#### 10.2.3. Termination of Contract

- For contracts shorter than one year, the contract **ends automatically at the scheduled time** without notice.
- For contracts longer than three years, you may terminate the contract **at the end of the third year or any subsequent year.** Notice must reach us **at least three months before the end of the relevant insurance year.**

### 10.3. Termination After an Insured Event

After an insured event, you or we may terminate the contract:

- if we have provided a benefit, or
- if you have filed a claim against us in court.

Notice must reach the other party **within one month of providing the benefit or concluding the legal proceedings.**

If you terminate, the termination **takes effect upon receipt by us.**

However, you may specify that the termination takes effect **at a later date**, but no later than **the end of the insurance year.**

#### 10.4. Suspension of Coverage for Military Service

Coverage for the insured person **ceases immediately** when they serve in a military or similar formation that is involved in a war or warlike operation between the countries **China, Germany, France, Great Britain, Japan, Russia, or the USA.**

Coverage **resumes** as soon as we receive your notification of the end of such service.

#### 10.5. Termination of Contract When Moving Abroad

If you move your **residence or habitual stay abroad**, the contract **terminates retroactively** as of the date of the move, without requiring notice.

The move must be reported to us immediately.

If coverage for an insured person ends according to this clause, we will **refund the premiums** for that person from the date of the move.

#### 10.6. Insurance Year

The insurance year lasts **twelve months.**

If the agreed contract term does not consist of full years, the first insurance year is **shortened accordingly.**

The following insurance years until the agreed end of the contract are **full years.**

#### Example:

For a contract duration of 15 months:

- First insurance year = 3 months
- Following insurance year = 12 months

### 11. Premium

#### 11.1. Premium and Insurance Tax

##### 11.1.1. Payment and Insurance Period

Premiums may be paid **monthly, quarterly, semi-annually, or annually**, depending on the agreement.

The **insurance period** is determined accordingly:

- Monthly premium → 1 month
- Quarterly premium → 3 months
- Semi-annual premium → 6 months
- Annual premium → 12 months

##### 11.1.2. Insurance Tax

The invoiced premium **includes insurance tax.**

You must pay it at the rate specified by law.

#### 11.2. Payment and Consequences of Late Payment / First Premium

#### 11.2.1. Due Date

When you receive the insurance policy from us, you must **pay the first premium immediately after 14 days**.

#### 11.2.2. Delayed Start of Coverage

If you pay the first premium at a later date, coverage begins **only from that later date**.

We must have informed you of this by **separate written notice or a clear note in the policy**.

If you can prove that the late payment was **not your fault**, coverage begins at the agreed start date.

#### 11.2.3. Withdrawal

If you do not pay the first premium on time, we may **withdraw from the contract** until the premium is paid. 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 dates**.

#### 11.3.2. Default

If you do not pay a subsequent premium on time, you are **in default**, even without a reminder from us.

This does not apply if the late payment was **not your fault**.

While in default, we are entitled to **claim compensation for any loss incurred** due to the delay (Clause 11.3.3).

#### 11.3.3. Payment Deadline

If you fail to pay a subsequent premium on time, we may set a **deadline for payment in writing at your expense**.

The deadline must be **at least two weeks**.

Our payment request is valid only if it includes:

- The **outstanding amounts, interest, and costs**, itemized
- The **legal consequences** of missing the deadline, as per Clause 11.3.4

#### 11.3.4. Loss of Coverage and Termination

If you do not pay the requested premium by the end of the deadline:

- **Coverage ceases immediately** until the premium is paid.
- We may **terminate the contract without notice**.  
If you pay the requested amount within one month after our termination, the contract **remains in force**.  
For insurance claims arising **between the end of the payment deadline and your payment**, no coverage exists.

### 11.4. Timely Payment via SEPA Direct Debit

If we have agreed to collect the premium from an account, the payment is considered **timely** if the premium can be collected on the due date and you do not object to the collection.

The payment is also considered timely if the due premium **cannot be collected through no fault of yours**, and you pay immediately after receiving a written request.

If it is **your fault** that the premium cannot be collected, we are entitled to require a **different payment method** in the future.

You are only required to pay **after we have sent a written request**.

### 11.5. Premium for Early Termination of the Contract

In case of early termination, we are only entitled to the part of the premium corresponding to the period of **insurance coverage**.

### 11.6. Premium Waiver for Child Insurance

If you die during the term of the insurance and:

- you were **under 60 years old** at the start of insurance,
- the insurance was **not terminated**, and
- your death was **not caused by war or civil war events**,

the following applies:

#### 11.6.1.1. Continuation of Insurance

We continue the insurance **without premiums** with the benefits in effect at that time **until the end of the insurance year in which the insured child turns 18**.

#### 11.6.1.2. Legal Representative

The **child's legal representative** becomes the new policyholder unless otherwise agreed.

### 11.6.2. Premium Waiver in Case of Unemployment

In addition to Clause 10, the following applies:

#### 11.6.2.1. Suspension of Contract

If you become unemployed during the term of the contract, the contract may be **suspended at your request**.

Suspension begins **as soon as you are registered as unemployed** at the employment office.

If proof is received later than **two months after the start of unemployment**, suspension is effective **only upon receipt of proof**.

#### 11.6.2.2. Premium-Free Coverage

During suspension, **premium-free coverage** is provided **at the last agreed sums**.

#### 11.6.2.3. Conditions for Premium-Free Coverage

- The premium accident insurance contract existed for at least **12 months** before unemployment.
- **All premiums were paid** up to the start of unemployment.
- The employment relationship was **permanent, not terminated**, and ended due to **employer-related reasons**.
- Weekly working hours were **at least 30 hours**.
- The employment relationship was **subject to German labor law** and mandatory contributions to the Federal Employment Agency.

#### 11.6.2.4. Duration of Premium-Free Coverage

Premium-free coverage **ends with the end of unemployment**, but **no later than 12 months**.

After a total of **three years of premium-free coverage** since contract inception, it also ends.

#### 11.6.2.5. End of Suspension

Suspension ends with the end of unemployment if we receive notification **within two months**; otherwise, suspension ends upon receipt of your notification.

#### 11.6.2.6. Contract Duration

The **contract term is extended** by the period of suspension.

## 12. Other Provisions

### 12.1. Third-Party Insurance

The rights under this contract **belong exclusively to you as the policyholder**, even if the insurance covers accidents affecting another person (third-party insurance).

We pay benefits under the contract to you even if the accident occurs to another insured person.

You are **jointly responsible** with the insured person for fulfilling obligations.

## 12.2. Legal Successors and Other Claimants

All provisions applicable to you also apply to your **legal successors and other claimants**.

## 12.3. Transfer and Pledging of Claims

Insurance claims **cannot be transferred or pledged before they are due** without our consent.

## 13. Pre-Contractual Duty of Disclosure and Consequences of Violation

### 13.1. Pre-Contractual Duty of Disclosure

Until you submit your contract declaration, you must **truthfully and completely disclose all material circumstances** we asked in writing.

Material circumstances are those relevant to our decision to enter into the contract **at all or with the agreed content**.

This duty also applies to questions **after your declaration but before contract acceptance**.

If another person is insured, they must also **truthfully and fully answer** these questions.

If that person answers on your behalf **knowingly or fraudulently**, it is treated as if you did so.

### 13.2. Consequences of Breach

#### 13.2.1. Withdrawal

If the duty of disclosure is breached, we may **withdraw from the contract**.

No withdrawal is possible if there is **no intentional or grossly negligent breach**.

Even in case of gross negligence, no withdrawal is allowed if we **would have concluded the contract anyway**, possibly with different terms.

If we withdraw **after a claim occurs**, our obligation to pay **remains** if the breach **did not influence**:

- the occurrence or determination of the claim, or
- the scope of our obligation.

If the breach was **fraudulent**, our obligation to pay **ceases**.

#### 13.2.2. Termination

If withdrawal is excluded because the breach was **neither intentional nor grossly negligent**, we may **terminate the contract with one month's notice**.

Termination is excluded if we would have concluded the contract anyway under possibly different terms.

#### 13.2.3. Contract Modification

If we cannot withdraw or terminate because the contract would have been concluded anyway, the **different terms retroactively become part of the contract**.

If you are not responsible for the breach, the new terms apply **from the current insurance period**.

You may **terminate the contract immediately within one month** of our notice if:

- we increase the premium by more than 10%, or
- we exclude coverage for a previously undisclosed risk.

We will notify you of this right in the contract modification notice.

## 13.3. Conditions for Exercising Our Rights

Our rights to withdraw, terminate, or modify exist **only if we informed you in writing** about the consequences of a disclosure breach.

We have **no right** if we knew about the undisclosed circumstance.  
Our rights must be exercised **in writing within one month** of learning about the breach.  
After **five years** from contract inception, our rights expire.  
If the breach was **intentional or fraudulent**, the period is **ten years**.

---

#### 13.4. Contesting the Contract

We may **contest the contract** if it was knowingly influenced by incorrect or incomplete information.  
If contested, we are entitled to **premiums corresponding to the contract period until the contestation becomes effective**.

#### 13.5. Extension of Coverage

Clauses 13.1 to 13.4 apply **also when coverage is extended** and a **new risk assessment is required**.

#### 14. Statute of Limitations

##### 14.1. Legal Limitation

Claims under the insurance contract **expire after three years**.  
The calculation follows **German Civil Code rules**.

##### 14.2. Suspension of Limitation

If a claim is **asserted with us**, the limitation period is **suspended** until we issue a decision in writing.

#### 15. Complaints

##### 15.1. Options for Complaints

###### 15.1.1. Insurance Ombudsman

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

- Postal address: Versicherungsombudsmann e.V., Postfach 080632, 10006 Berlin
- Email: [beschwerde@versicherungsombudsmann.de](mailto:beschwerde@versicherungsombudsmann.de)
- Website: [www.versicherungsombudsmann.de](http://www.versicherungsombudsmann.de)

The ombudsman is **independent and free for consumers**.

We participate in the procedure.

If you concluded the contract **online**, you can also use the **EU ODR platform**:

<http://ec.europa.eu/consumers/odr/>

###### 15.1.2. Insurance Supervision

If you are dissatisfied with our service, you may contact the **regulatory authority**:

- Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin), Sektor Versicherungsaufsicht, Graurheindorfer Straße 108, 53117 Bonn
- Email: [poststelle@bafin.de](mailto:poststelle@bafin.de)  
BaFin is **not a dispute resolution body**.

###### 15.1.3. Our Complaint Management

You can also contact us **anytime by phone or in writing**.

##### 15.2. Competent Courts

###### 15.2.1. Claims Against Us

- Court at our company's registered office or branch handling your contract
- Court at your residence, or if none, at your habitual stay

### 15.2.2. Claims Against You

- Court at your residence, or if none, at your habitual stay

## 16. Notices

### 16.1. Address for Notices

Notices or statements should be sent to:

- Our head office (INTER Allgemeine Versicherung AG, Erzberger Str. 9–15, 68165 Mannheim), or
- The branch responsible for you (shown in your policy or its amendments)

### 16.2. Change of Address

You must notify us of address changes.

If you fail to do so, a notice sent **by registered mail** to your last known address is deemed **received three days after dispatch**, even if your name changes.

## 17. Applicable Law

This contract is governed by **German law**.

## 18. Embargo Clause

Insurance coverage exists—without prejudice to other contractual provisions—**only to the extent that no directly applicable economic, trade, or financial sanctions or embargoes of the European Union or the Federal Republic of Germany conflict with it.**

This also applies to sanctions or embargoes of the **United States of America**, unless such measures are overridden by EU or German law.

## 19. Benefits Upgrade Guarantee

If the terms and conditions underlying this insurance contract are amended **exclusively for the benefit of policyholders and without additional premium**, the contents of the new conditions **apply immediately to this contract**.

## 20. GDV Minimum Standard Guarantee

The **General Accident Insurance Conditions (AUB 2022)** underlying this contract **differ from the standard model conditions recommended by the German Insurance Association (GDV) in December 2020 only to the advantage of the policyholder.**

## 21. Guarantee of Compliance with Minimum Standards Recommended by the “Advisory Processes” Working Group

These general and special accident insurance conditions **meet the minimum standards** set by the Advisory Processes Working Group.

## 22. Coverage for Differences in Terms (Konditionsdifferenzdeckung)

### 22.1. Subject

The coverage for differences in terms ensures that, **under the conditions listed below**, insurance protection **exists even before the requested policy start date**.

In particular, we provide coverage if the claim is **not covered by your previous insurer** or is **partially covered** and we grant a broader coverage. In the latter case, we cover the difference.

### Requirements for coverage:

- At the time of entering into the INTER accident insurance, there is an **existing accident insurance** (previous policy) with another insurer, covering the **same risk**. This includes private accident insurance with worldwide 24/7 coverage for both professional and non-professional accidents.
- The claim was **reported to the previous insurer** and either denied or only partially covered (evidence required).

- The claim is **covered under the INTER accident insurance policy**.
- The start of the INTER accident insurance is **no more than 364 days in the future**.
- There must be **continuous insurance coverage** between the two policies (e.g., previous policy ends and INTER policy begins on the same day). If a **time gap** exists, INTER coverage applies during that period as documented in the policy.

## 22.2. Start and End of Coverage

Coverage **starts upon acceptance of your application** and ends when this accident insurance begins. Coverage ends retroactively if you **revoke your contract declaration**.

## 22.3. Compensation Calculation and Deductible

For determining the obligation to pay and the amount, **only the INTER policy applies**. Any **deductible from the previous policy is not reimbursed**.

## 22.4. Maximum Compensation

During this coverage, **compensation per claim is limited to €50,000**.

## 22.5. Limitations of Liability

No compensation under this coverage exists if the previous insurer:

- a) does not fully reimburse due to a settlement with you;
- b) provides only partial or lump-sum reimbursement or denies coverage;
- c) is exempt due to **fraud or pre-contractual disclosure breaches**;
- d) denies coverage partially or fully due to breach of duties;
- e) cancels the previous policy due to **non-payment of premiums**.

## 22.6. Duties and Consequences of Breach

You must **report a claim** if the previous insurer rejects coverage in whole or in part.

Otherwise, the duties of this accident insurance (Clause 7) apply. Consequences of breach are described in Clause 11.

## 22.7. General Exclusions

All exclusions in Clause 5 of this accident insurance **remain fully valid**.

**Special Conditions (if expressly stated in the policy):**

**Special Conditions for Accident Insurance with Annual Increase in Sums and Premium (BB Dynamik 2022, Model 3)**

This accident insurance includes **annual adjustments of sums and premium (dynamics)**.

### 1. Covered Benefits

The following benefits participate in the dynamic adjustment:

- Disability benefits (Clause 2.1)
- Accident pension (Clause 2.2)
- Daily hospital allowance (Clause 2.4)
- Survivor protection (Clause 2.6)

### 2. Adjustment of Sums

2.1. Sums are **increased by 5% annually** at the start of the insurance year, **first increase at the start of the second year**.

2.2. Rounding:

- Disability: nearest €500
- Survivor protection: nearest €500

- Accident pension: nearest €25
  - Hospital allowance: nearest €0.50
- 2.3. Increased sums apply to all accidents **after the increase date.**

### 3. Premium Adjustment

Premium **increases proportionally** to the sums.

### 4. Procedure

4.1. You receive **written notice before the increase.**

You may **object within six weeks** of notice; we will inform you of the deadline.

4.2. Both parties may **revoke the dynamic agreement** for the remainder of the contract; revocation must be **in writing at least three months before the insurance year ends.**

for informational purposes only

## Special Conditions for Infection Coverage for Certain Professions (BB Infektionen 2022)

Applicable to accident insurance for:

- **Doctors, dentists, veterinarians**
- **Dental technicians, alternative practitioners, midwives**
- **Students in medicine, dentistry, veterinary medicine**
- **Nursing staff (adult and pediatric nurses, nursing assistants)**
- **Medical professionals (assistants, lab technicians, medical/ dental assistants)**
- **Paramedics and rescue personnel**
- **Professional and volunteer firefighters (on duty)**
- **Staff of federal police, police, customs, judiciary, and corrections**

**Coverage:** Expands insurance to **health damage from infections**.

### 1. Conditions for Coverage

1.1. Infection occurs during **professional activity** stated in the policy.

1.2. Pathogens enter via:

- Skin injury (at least the outer layer penetrated)
- Sudden exposure to infectious substances in eyes, mouth, or nose (breathing, sneezing, or coughing **alone not sufficient**, except for diphtheria and tuberculosis)

### 2. Extended Deadlines

Disability due to infection must be:

- within **39 months** of the accident,
- medically documented, and
- claimed with us.

### 3. Treatment Costs for HIV or Hepatitis B

If insured contracts HIV or Hepatitis B during the policy, a **one-time payment of €5,000** is made for treatment.

Proof via **medical report not issued by the policyholder or employer**.

If multiple policies exist with INTER, **total payment per person is limited to €5,000**.

## Special Conditions for Accident Insurance with Progressive Disability Scale

### (BB Progression 2022 – 225%)

You have entered into an accident insurance policy with us in which the **disability benefit increases at certain degrees of disability (progression)**.

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

### Supplement to Clause 2.1 of AUB 2022 – Benefit Amount

- For each percentage point of accident-related disability **above 25%**, we pay an additional **1% of the sum insured**.
- For each percentage point **above 50%**, we pay an additional **1% of the sum insured**.

### Effect on the disability benefit (examples):

Unfallbedingter Invaliditätsgrad	Leistung aus der Versicherungssumme	Unfallbedingter Invaliditätsgrad	Leistung aus der Versicherungssumme	Unfallbedingter Invaliditätsgrad	Leistung aus der Versicherungssumme
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%)

This policy increases the disability benefit at certain degrees of disability.

### Supplement to Clause 2.1 of AUB 2022 – Benefit Amount

- For each percentage point **above 25%**, pay an additional **2% of the sum insured**.
- For each percentage point **above 50%**, pay an additional **2% of the sum insured**.

### Effect on the disability benefit (examples):

Unfallbedingter Invaliditätsgrad	Leistung aus der Versicherungssumme	Unfallbedingter Invaliditätsgrad	Leistung aus der Versicherungssumme	Unfallbedingter Invaliditätsgrad	Leistung aus der Versicherungssumme
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 %

foi

## Special Conditions for Accident Insurance with Progressive Disability Scale

### (BB Progression 2022 – 500%)

This policy increases the disability benefit starting at certain degrees of disability.

### Supplement to Clause 2.1 of AUB 2022 – Benefit Amount

- For each percentage point **above 25%**, pay an additional **4% of the sum insured**.
- For each percentage point **above 50%**, pay an additional **2% of the sum insured**.

### Effect on the disability benefit (examples):

Unfallbedingter Invaliditätsgrad	Leistung aus der Versicherungssumme	Unfallbedingter Invaliditätsgrad	Leistung aus der Versicherungssumme	Unfallbedingter Invaliditätsgrad	Leistung aus der Versicherungssumme
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 %

foi

## Special Conditions for Service Benefits

### (BB Service 2022)

This service is available if you **need assistance before or after an accident**. Our **free assistance services** include:

- Provision of **home emergency or service devices** (standard model)
- Referral to **emergency medical services and pharmacies**
- **Organization, procurement, and shipment** of prescribed medications and blood products
- **Notification of relatives**
- Medical information about **diseases, vaccinations, medications, and side effects**
- Identification of **equivalent medications**
- Assistance in **finding suitable treatment options and facilities**
- Assistance in **finding medical specialists and clinics**
- Provision of **specialist and nursing staff**, as well as **home care services**
- Medical information on the **need for specialized exams, repeat exams, and inpatient stays**

Note: The above points are **services only**. We **do not cover costs**.

for informational purposes only

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%**.