Legal expenses insurance, Basis Plus

General conditions for legal expenses insurance (ARB WRS Basis Plus 1-2025nam)

German law applies, and the German wording alone is binding. The binding text is the German original, available at www.nammert.com/bedingungen.php. This translation is a courtesy so that you can read what you are buying. It is not a contract document. Where the English and the German text differ, the German text decides. The numbering follows the German original clause by clause.

General conditions for legal expenses insurance, Basis Plus (ARB WRS Basis Plus 1-2025nam). Risk carrier: Württembergische Versicherung AG, Kornwestheim.

These conditions are built on a modular principle. Each module covers your need for legal expenses cover in one area of life. The clauses are assigned to the individual types of contract (traffic) by the following letter key. Clauses or sections that apply to all types of contract are marked A:

- General: A
- Traffic: V

Basis Plus 1. Purpose of legal expenses insurance (A)

You wish to pursue your legal interests. We provide the services required for that. The scope of our services is described in the insurance application, in the policy schedule and in these insurance conditions.

Basis Plus 2. Which legal expenses cover do you have? (A)

You have insured the following areas (forms of contract):

- traffic legal expenses cover (V).

Basis Plus 2.1 Who and what is insured? (A)

For legal reasons we draw your attention to the following:

Notwithstanding the other provisions of the contract, cover exists only so far as and for as long as no economic, trade or financial sanctions or embargoes of the European Union or the Federal Republic of Germany directly applicable to the contracting parties stand in the way.

This also applies to economic, trade or financial sanctions or embargoes of the United States of America, so far as legal provisions of the European Union or the Federal Republic of Germany do not stand in the way.

Basis Plus 2.1.1 Insured areas of life (A)

In traffic legal expenses cover (V):

You have cover when you pursue legal interests as

- owner,
- keeper,
- purchaser,
- lessee or hirer,
- driver

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of watersports craft and of motor vehicles with boat trailers attached.

The motor vehicles and watersports craft or boat trailers must either:

- be registered in your name at the conclusion of the contract or during the term of the contract, where this is required by law,
- bear an insurance plate in your name (a so-called number plate),
- in the case of watersports craft not subject to registration, be your property, or
- be hired by you for temporary use.

You also have cover on journeys with the insured private watersports craft or motor vehicle with a boat trailer attached for the purpose of a commercial, freelance or other self-employed activity.

You are furthermore insured as driver and passenger of other people's or your own watersports craft.

You also have cover when you take part in public waterway traffic, namely

- as a passenger,
- a swimmer,
- as a watersports participant (for example a surfer or jet ski rider).

The following types of cover (2.2) are co-insured in traffic legal expenses cover:

- damages legal expenses cover
- legal expenses cover in contract and property law
- administrative legal expenses cover in traffic matters
- criminal legal expenses cover
- regulatory offences legal expenses cover
- telephone legal advice

Basis Plus 2.1.2 Co-insured persons (A)

Co-insured are:

- your spouse or registered civil partner,
- your unmarried or unregistered partner living with you in the same household,
- the minor children of you and of your co-insured partner (including stepchildren, adopted children and foster children),
- the unmarried adult children of you and of your co-insured partner (including stepchildren, adopted children and foster children). The children must not be living in a registered civil partnership. The co-insurance of adult children ends in any event at the time when they first take up a professional activity intended to be permanent and receive an income for it. It also ends when your adult child has completed vocational training and draws social benefits (for example unemployment benefit, "Hartz IV"),

All provisions of this legal expenses contract also apply to these co-insured persons.

If a co-insured person demands cover, you may object. (Why may you object if a co-insured person demands cover? You are our policyholder and may, for example, decide whether we are to pay costs for co-insured persons.)

Exception: you cannot object in the case of your spouse or registered civil partner.

Cover also exists for claims to which natural persons are entitled by law where you or a co-insured person has been injured or killed.

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(Example: if you are seriously injured in a traffic accident, your closest relatives have cover and can use it to assert maintenance claims against the other party to the accident. A "natural person" is a human being, as opposed to a "legal person"; that is, for example, a GmbH, an AG or an association.)

In traffic legal expenses cover the following also applies (V):

Insured are all persons (co-insured persons) in their capacity as authorised drivers or authorised passengers of the insured watersports craft. (Authorised is any person who drives or uses the watersports craft with your consent.)

Basis Plus 2.2 In which areas of law are you insured (types of cover)? (A)

Depending on the insured areas of life (forms of contract) agreed, cover comprises the following types of cover:

Basis Plus 2.2.1 Damages legal expenses cover (V)

for the enforcement of your claims for damages.

Such claims for damages must not, however, also be based on a breach of contract or on an infringement of a right in rem in land, buildings or parts of buildings (rights in rem are rights that have effect against everyone and must be respected by everyone, for example ownership).

(This means, for example, that in traffic legal expenses cover we cover claims for damages against the other party arising from an accident with your watersports craft, but not claims arising from defective work by a tradesman, such as from a boat repair. These can be insured under contract legal expenses cover in accordance with 2.2.3.)

(The German original has no clause 2.2.2. The numbering jumps from 2.2.1 to 2.2.3.)

Basis Plus 2.2.3 Legal expenses cover in contract and property law (V)

To pursue your legal interests arising from obligations under private law and from rights in rem. ("An obligation" exists, for example, between buyer and seller. A dispute about a right in rem may exist, for example, between the owner and the possessor over the return of an item.)

This cover does not apply so far as the matter falls within the following areas:

- damages legal expenses cover.

For traffic legal expenses cover the following also applies (V):

Cover also exists for contracts by which you wish to acquire watersports craft and boat trailers for your own use, even if they are later not registered in your name.

Basis Plus 2.2.4 Administrative legal expenses cover in traffic matters (V)

to pursue your legal interests in traffic law matters before administrative authorities and administrative courts.

Basis Plus 2.2.5 Criminal legal expenses cover (V)

for the defence when you are accused of a criminal misdemeanour. (Misdemeanours are criminal offences punishable with a minimum penalty of imprisonment of less than one year or with a fine.)

You have cover under the following conditions:

- The misdemeanour is punishable by law when committed intentionally and when committed negligently, and
- you are accused of negligent conduct.

If, however, you are accused of intentional conduct, you initially receive no legal expenses cover. If you are not convicted of intentional conduct, you receive cover retroactively. If the accusation changes to negligent conduct during the proceedings, cover exists from that point in time.

In the following cases you therefore have no cover:

- You are accused of a felony (for example perjury, robbery).

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- You are accused of a misdemeanour that can only be committed intentionally (for example insult, theft, dangerous bodily harm). It makes no difference whether the accusation is justified or how the criminal proceedings end.

For traffic legal expenses cover the following applies by way of derogation (V):

If you are accused of a traffic law misdemeanour, that is, a misdemeanour connected with waterway traffic, you receive cover.

Exception: a court establishes with final effect that you committed the misdemeanour intentionally. You are then obliged to reimburse us for the costs incurred.

You have no cover if you are accused of a felony. (A felony is a criminal offence punishable with a minimum penalty of imprisonment of one year.)

Basis Plus 2.2.6 Regulatory offences legal expenses cover (V)

for your defence when you are accused of a regulatory offence. (Example: you cause impermissible noise.)

Basis Plus 2.2.7 Telephone legal advice (A)

for initial advice by telephone or initial information by telephone from a lawyer admitted in Germany, arranged by us or by a service provider commissioned by us, in all legal matters, including in areas of law that are not insured or not insurable. German law must be applicable.

Basis Plus 2.3 Scope of benefits (A)

We provide and arrange services so that you can pursue your interests to the extent explained below.

In each insured event we pay at most the sum insured agreed in our contract. By way of derogation, an unlimited sum insured applies to the type of cover damages legal expenses cover.

We add together payments for you and for co-insured persons in the same insured event. This also applies to payments on the basis of several insured events that are connected in time and cause.

Basis Plus 2.3.1 Scope of benefits in Germany (A)

2.3.1.1 To enable you to resolve a conflict by agreement, we bear the reasonable costs, up to 10,000 euros per mediation, of a mediator proposed by us.

(Mediation is a confidential and structured procedure in which parties, with the help of a mediator, voluntarily and on their own responsibility seek to resolve their conflict by agreement.)

The mediation may take place with the parties present, by telephone or also online.

If persons who are not insured take part in the mediation, we bear the share of the costs attributable to you and to co-insured persons. (Example: you and your spouse have a conflict with a third party. The costs of the mediator are divided equally between the parties. We bear the costs attributable to you and your spouse. The third party must pay their share of the costs, that is, 50 per cent, themselves.)

We are not responsible for the work of the mediator.

The risk exclusions under clause 3.2 do not apply.

2.3.1.2 The fees of a lawyer who represents your interests. (If you instruct more than one lawyer, we do not bear the additional costs this causes. Nor do we bear additional costs caused by a change of lawyer.)

We reimburse at most the statutory fees of a lawyer who is or would be based at the place of the competent court. The statutory fees are governed by the German Lawyers' Remuneration Act (RVG).

We also bear the travel costs and absence allowances for a visit to you by the lawyer acting for you up to a distance of 100 kilometres, where the visit is necessary because of special circumstances (mobile lawyer: for example in the case of illness, accident, being indispensable at work). We reimburse the travel costs and absence allowances up to the rates applicable to business trips of German lawyers.

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Do you live more than 100 km in a straight line from the competent court? Then we bear further lawyer's costs, namely up to the statutory fees of a lawyer who only conducts the correspondence with the lawyer at the place of the competent court (a so called correspondence lawyer).

Alternatively we bear, in the same amount, travel costs and absence allowances of the lawyer acting for you.

This applies only to the first instance.

Exception: in criminal and regulatory offences legal expenses cover we do not bear these further costs.

Do you live more than 50 kilometres in a straight line from the competent court? Then, in your court dispute, we additionally bear the necessary travel costs actually incurred to the competent court if you have to appear there as the accused or as a party. The costs are borne up to the rates applicable to business trips of German lawyers.

2.3.1.3 For traffic legal expenses cover the following applies (V):

We bear your costs for an expert if the following conditions are met:

The expert has the necessary technical expertise. Experts are deemed technically competent if they have been appointed by a state or state recognised body or certified by a body accredited under the DIN/ISO standards applicable at the time.

The assumption of costs applies in the following cases:

- In cases of defence in criminal and regulatory offence proceedings under traffic law.
- When you pursue your legal interests arising from purchase and repair contracts for watersports craft and boat trailers.

Basis Plus 2.3.2 Scope of benefits abroad (A)

2.3.2.1 In the case of an insured event abroad, we bear the costs of a lawyer who acts for you at the competent court abroad.

This may be either:

- a foreign lawyer based at the place of the competent court, or
- a lawyer in Germany.

We pay the lawyer in Germany as if the legal dispute were taking place at the location of his or her law office in Germany.

These fees are limited to the statutory fees.

Is a foreign lawyer acting for you, and do you live more than 100 km in a straight line from the competent court (abroad)?

Then we additionally bear the costs of a lawyer at your place of residence. We then pay this lawyer up to the statutory fees of a lawyer who conducts the correspondence with the lawyer at the place of the competent court (a so called correspondence lawyer).

This applies only to the first instance.

If the lawyer's work is limited to the following services, we bear, unless otherwise agreed in these conditions, costs of at most 250 euros plus value added tax per insured event:

- your lawyer gives you oral or written advice,
- he or she gives you information, or
- he or she prepares an expert opinion for you.

For traffic legal expenses cover the following applies (V):

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Do you have an insured event that occurred as a result of a traffic accident in another European country, and do you have claims arising from it?

Then a settlement must first be sought with the claims representative or with the compensation body in Germany. Only if this settlement has been unsuccessful do we also bear costs for pursuing the claim abroad.

We bear the additional costs of the settlement in Germany within the statutory fees, namely up to a 1.5 fee under section 13 of the German Lawyers' Remuneration Act (RVG) for the lawyer's entire work.

2.3.2.2 For traffic legal expenses cover the following applies (V):

We bear the customary fee of an expert based abroad. We do so when you wish to assert claims for compensation for damage to a watercraft or a boat trailer that occurred abroad.

2.3.2.3 We bear your costs for a journey to a foreign court (A) if:

- you have to appear there as the accused or as a party to the proceedings, and
- you can avoid legal disadvantages only by appearing in person.

We bear the costs actually incurred up to the rates applicable to business trips of German lawyers.

2.3.2.4 We arrange for the translation of the documents and for the appointment of an interpreter where this is necessary to pursue your legal interests abroad. In doing so we also bear the costs incurred for the translation or for the interpreter's work.

2.3.2.5 All provisions concerning the lawyer also apply to legally qualified and expert representatives based there.

2.3.2.6 If you have paid these costs in a foreign currency, we reimburse them to you in euros. As the basis for settlement we use the exchange rate of the day on which you advanced the costs.

Basis Plus 2.3.3 In addition, we provide the following in Germany and abroad:

2.3.3.1 We bear

- the court costs, including the compensation for witnesses and experts called in by the court,
- the costs of the bailiff,
- the costs of proceedings before administrative authorities that the authority charges to you, including the compensation for witnesses and experts called in by the administrative authority, and the costs of enforcement by administrative means.

2.3.3.2 We bear the fees of arbitration or conciliation proceedings. We do so up to the amount of the fees that would arise if a competent state court of first instance were called upon.

2.3.3.3 We bear the lawyer's and court costs of your opponent in the proceedings if you are obliged to reimburse these costs of proceedings on the basis of a court order.

2.3.3.4 We bear the costs of a sign language interpreter where this is necessary to pursue your legal interests.

2.3.3.5 We reimburse the costs we are to bear if you prove that you

- are obliged to pay them, or
- have already paid these costs.

2.3.3.6 To spare you temporarily from criminal prosecution measures, we pay a bail deposit for you, where necessary. This is done in the form of an interest free loan of up to 200,000 euros.

In the private waterway traffic sphere, a security required by law is also made available as part of the bail benefit, so far as it exceeds an amount of 1,000 euros to be borne by the policyholder.

2.3.3.7 We bear the costs to be borne by you of the insured proceedings, including proceedings for the enforcement of sentences.

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Basis Plus 2.4 Conditions for entitlement to cover

You are entitled to cover when an insured event has occurred.

You have this entitlement, however, only if the insured event occurred after the start of cover and before its end.

The insured event is:

2.4.1 In damages legal expenses cover, the first event in which the damage occurred or is alleged to have occurred.

2.4.2 In criminal legal expenses cover and in regulatory offences legal expenses cover, the point in time at which the alleged act was committed or is alleged to have been committed.

2.4.3 Unless otherwise provided, the point in time at which you or another person (for example the opponent or a third party) breached or is alleged to have breached legal duties or legal provisions.

2.4.4 If your insured event extends over a period of time, its beginning is decisive.

2.4.5 If several insured events are the cause of your entitlement to cover, the first is decisive. If this first insured event occurs within the term of the contract, you receive cover. If this first insured event occurred before the start of the contract, you have no entitlement to cover.

In your favour, insured events that occurred more than one year before the start of cover are disregarded.

Basis Plus 3. What is not insured? (A)

Basis Plus 3.1 Exclusions in time

3.1.1 You have cover for insured events without any waiting period being taken into account.

3.1.2 In the following cases you have no cover:

3.1.2.1 The insured event does occur after the start of cover. It was, however, preceded by your having, before the start of the insurance,

- made an application to an authority (example: report of an accident to an employers' liability insurance association, reissue of a driving licence),
- made a claim for benefits under another insurance contract (example: claim to an occupational disability pension or to an accident disability benefit),
- exercised a right of cancellation, and the insured event is connected with the termination of the cancelled contract (example: you have cancelled a boat hire contract and after the start of the insurance there is a dispute about the deposit).

In your favour, applications and cancellations made or exercised more than one year before the start of cover are disregarded.

3.1.2.2 You report an insured event to us but, at that time, you have no longer been insured with us for the area concerned for more than three years.

Basis Plus 3.2 Exclusions of content

In the following cases you have no cover:

3.2.1 Any pursuit of interests causally connected with

- war, hostile acts, riot, civil commotion, strike, lockout or earthquake,
- nuclear damage and genetic damage. This exclusion does not apply to damage arising from medical treatment,
- damage to health and damage to land, buildings or parts of buildings as a result of fracking or of emissions caused by this process,
- mining damage and impairments to land, buildings or parts of buildings as a result of mining related immissions (these are effects such as vibrations).

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3.2.2 Any pursuit of interests causally connected with

- the purchase or sale of a plot of land that is to be built on,
- the purchase or sale of a building or part of a building that you or co-insured persons do not use yourselves for residential purposes;
- the planning or construction of a building or part of a building that is in your ownership or possession or that you wish to acquire or take possession of,
- a structural alteration, subject to approval or notification, of a plot of land, building or part of a building. This plot of land, building or part of a building is in your ownership or possession, or you wish to acquire it or take possession of it.

You also have no cover for the financing of one of the projects named under 3.2.2.

3.2.3 You wish to defend against claims for damages. (Example: you have a traffic accident and the opponent wants damages from you. This is not insured under legal expenses insurance but under liability insurance.)

Exception: the claim for damages is based on a breach of contract. (Example: the lessor of the hired watercraft demands damages because of late return. This is insured under contract legal expenses cover on the basis of the hire contract.)

3.2.4 Disputes arising from collective labour or civil service law (for example the law on co-determination in companies and businesses).

3.2.5 Disputes arising from the law of commercial companies or from employment relationships of legal representatives of legal persons (for example managing directors of a GmbH or members of the management board of a public limited company).

3.2.6 Disputes causally connected with patent, copyright, trade mark, registered design or utility model rights or other intellectual property rights.

3.2.7 Disputes arising from antitrust law or other competition law.

3.2.8 Disputes causally connected with the acquisition, disposal, management and financing of capital investments.

Excepted from this are:

- goods for your own use or consumption

3.2.9 Disputes causally connected with

- the granting of loans,
- gaming or betting contracts,
- prize notifications.

3.2.10 Disputes in the field of family law, civil partnership law and inheritance law.

3.2.11 You wish to take action against us or against our claims handling company.

3.2.12 Disputes about

- the tax valuation of land, buildings or parts of buildings,
- development charges and other charges levied on adjoining owners.

Exception:

- The matter concerns recurring charges levied for the supply of utilities to the property.

3.2.13 Disputes causally connected with deleted content on social media and on online platforms of which you are or are alleged to be the author.

3.2.14 You pursue your legal interests

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- before constitutional courts, or
- before international or supranational courts (for example the European Court of Justice).

3.2.15 Any pursuit of interests causally connected with insolvency proceedings that have been opened or are to be opened over your assets (for example: compulsory auction of the watersports craft following your petition for insolvency).

3.2.16 Disputes

- in expropriation, planning approval and land consolidation matters,
- in matters governed by the German Federal Building Code (Baugesetzbuch).

3.2.17 Regulatory offence or administrative proceedings are brought against you because of a stopping or parking offence.

Exception: this does not apply to a stopping or parking offence committed in Germany if the German Fines Catalogue Ordinance (BKatV) provides for an entry of points in the central traffic register for it.

3.2.18 There are disputes

- between you and other policyholders under the same insurance contract,
- of co-insured persons against you,
- of co-insured persons among themselves.

3.2.19 Disputes between other partners (unmarried and unregistered partners of whatever sex) among themselves where these disputes are causally connected with the partnership. This also applies when the partnership has ended.

3.2.20 Claims or liabilities are assigned to you or have passed to you after an insured event has already occurred. (Example: your work colleague has a traffic accident and assigns his claims for damages to you. You wish to assert these against the other party to the accident. This is not insured.)

3.2.21 You wish to assert another person's claims (example: you have a friend's claims for damages against a third party assigned to you in order to assert them. This is not insured.) or you are to answer for another person's liabilities. (Example: your work colleague buys a watercraft. You act as guarantor for the loan contract with the boat seller. Disputes arising from the guarantee contract are not insured.)

3.2.22 In the areas of law under 2.2.1, 2.2.2, 2.2.3 and 2.2.4 there is a causal connection with a criminal offence committed intentionally by you or by a co-insured person.

(The German original refers here to clause 2.2.2, which does not exist in this document.)

If this only becomes known later, you are obliged to repay the benefits we have provided.

3.2.23 Any pursuit of interests causally connected with a planned or practised commercial, freelance or other self-employed activity.

Exceptions:

- in traffic legal expenses cover you have cover on journeys with the insured private watersports craft and motor vehicle with a boat trailer attached for the purpose of a commercial, freelance or other self-employed activity.

3.2.24 You wish to pursue interests in connection with the acquisition or disposal of part time rights of use (timesharing) in:

- land,
- buildings,
- parts of buildings.

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3.2.25 Disputes in proceedings in the field of asylum law and the law on foreign nationals and migration, and in the field of the law on securing a livelihood.

3.2.26 Disputes in proceedings concerning the allocation of university places.

3.2.27 Disputes in administrative proceedings in connection with the granting or refusal of a subsidy in the commercial sphere.

Basis Plus 3.3 Restriction of our obligation to pay

We cannot reimburse the following costs:

3.3.1 Costs that you have assumed without being legally obliged to do so.

3.3.2 Costs incurred in an amicable settlement that do not correspond to the ratio of the result you sought to the result achieved. (Example: you demand damages of 10,000 euros. In a settlement with the opponent you obtain an amount of 8,000 euros, that is, 80 per cent of the result sought. In this case we bear 20 per cent of the costs incurred, namely for the part you were unable to enforce.) This relates to the entire costs of the dispute.

Exception: a different allocation of costs is prescribed by law.

3.3.3 You also reach agreement about undisputed or uninsured claims. In this case we do not pay the costs attributable to them.

(The German original has no clause 3.3.4. The numbering jumps from 3.3.3 to 3.3.5.)

3.3.5 Costs of enforcement measures (for example: costs of a bailiff)

- that arise from the fourth or any further enforcement measure per enforceable title,
- that are initiated later than five years after the enforceable title has become final ("enforceable titles" are, for example, an enforcement order and a judgment).

3.3.6 Costs of proceedings for the enforcement of sentences of any kind in which the court has imposed a fine or a regulatory fine of less than 250 euros.

3.3.7 Costs that another person would be obliged to bear if the legal expenses insurance contract did not exist.

Basis Plus 3.4 Refusal of cover for lack of prospects of success or for wilfulness / binding opinion procedure

3.4.1 We may refuse cover if, in our view,

3.4.1.1 the pursuit of your legal interests under 2.2.1, 2.2.2, 2.2.3 and 2.2.4 has no sufficient prospect of success, or

(The German original refers here to clause 2.2.2, which does not exist in this document.)

3.4.1.2 you wish to pursue your legal interests wilfully. Wilfulness exists where the costs likely to be incurred are grossly disproportionate to the result sought. In this case we cannot pay because the legitimate interests of the community of insured persons would be impaired.

In both of these cases we must notify you of the refusal in writing without delay, and with reasons. ("Without delay" does not necessarily mean "immediately", but "without culpable hesitation, that is, as quickly as possible".)

3.4.2 What happens if we refuse an obligation to pay under 3.4.1 and you do not agree?

In this case you may have the lawyer acting for you, or yet to be instructed, give a reasoned opinion on the following questions:

- Is there a sufficient prospect of success, and
- is the enforcement of your legal interests in reasonable proportion to the result sought?

We bear the costs of this opinion.

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The lawyer's decision is binding on you and on us, unless this decision obviously deviates considerably from the actual factual or legal position.

3.4.3 So that the lawyer can give the opinion, you must inform him or her fully and truthfully about the facts. You must also state the evidence. If you do not comply with these obligations, your cover lapses.

Basis Plus 4. What must you observe? (A)

Basis Plus 4.1 Conduct in the insured event / fulfilment of obligations

Obligations are all rules of conduct that you and the insured persons must observe in order to retain the entitlement to cover.

4.1.1 What must you do if an insured event occurs and you need cover?

4.1.1.1 You must notify us of the insured event without delay, by telephone if appropriate. ("Without delay" does not necessarily mean "immediately", but "without culpable hesitation, that is, as quickly as possible".)

4.1.1.2 You must

- inform us fully and truthfully about all circumstances of the insured event, and
- state all evidence, and
- make documents available to us on request.

4.1.1.3 You must, where possible, agree cost incurring measures with us, so far as that is reasonable for you. (Examples of cost incurring measures: instructing a lawyer, bringing an action or lodging an appeal.)

4.1.1.4 When the insured event occurs you must, where possible, take care to avert and reduce the loss, see section 82 of the German Insurance Contract Act (VVG).

4.1.2 We confirm to you the scope of cover that exists for the specific insured event.

Do you, however, take measures to enforce your legal interests

- before we have confirmed the scope of cover, and
- do such measures incur costs?

Then we bear only the costs we would have had to bear had cover been confirmed before these measures were initiated.

4.1.3 You may choose the lawyer.

We choose the lawyer

- if you request this, or
- if you do not name a lawyer and the immediate instruction of a lawyer appears necessary to us.

If we choose the lawyer, we instruct him or her in your name. We are not responsible for the work of the lawyer.

4.1.4 After instructing the lawyer you must do the following:

inform your lawyer

- fully and truthfully,
- state the evidence,
- give the information possible,
- obtain the necessary documents, and

give us information about the status of your matter on request.

4.1.5 If you intentionally breach one of the obligations named in 4.1.1 and 4.1.4, you lose your cover.

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In the event of a grossly negligent breach of an obligation, we are entitled to reduce our benefit in proportion to the severity of your fault. (Example of "grossly negligent conduct": someone disregards the necessary care to an unusually high degree.)

If you breach an obligation to provide information or to clarify after the occurrence of the insured event, this too may lead to the complete or partial loss of cover. This presupposes, however, that we have previously informed you of these duties by separate notification in text form (example: letter or email).

Cover is retained if you prove that you did not breach the obligations through gross negligence.

Cover is also retained in the following case:

You prove that the breach of obligation was not the cause

- of the occurrence of the insured event,
- of the establishment of the insured event, or
- of the establishment or extent of our benefit (for example: you did not agree the lodging of the appeal with us. On subsequent examination, however, we would also have confirmed the assumption of costs had it been agreed in good time).

Cover is not retained if you have breached your obligation fraudulently.

4.1.6 You may assign your claims to insurance benefits only with our consent. ("Assign" means: you transfer your claims to insurance benefits that you have against us to your lawyer or to another person.) Our consent must be given in text form.

Exception: the consent requirement does not apply if you have monetary claims against us (for example: you have exceptionally paid a court costs invoice in advance).

If we are to indemnify you against cost invoices not yet paid, there is no monetary claim.

4.1.7 If another person (for example: your opponent in the proceedings) has to reimburse you for costs of pursuing your rights, this claim passes to us. But only if we have already paid the costs.

You must hand over to us the documents we need to enforce this claim. You must also cooperate in enforcing the claim if we so request.

If you intentionally breach this duty and we therefore do not obtain reimbursement of these costs from the others, we do not have to reimburse any further costs beyond the costs already paid. If you have acted with gross negligence, we are entitled to reduce the costs in proportion to the severity of your fault. You must prove that you did not act with gross negligence. (Example of "grossly negligent conduct": someone disregards the care required in ordinary dealings to an unusually high degree.)

4.1.8 Has another person (for example: your opponent in the proceedings) reimbursed you for costs of pursuing your rights, and were these previously paid by us? Then you must repay these costs to us.

Basis Plus 4.2 Further special rules of conduct / obligations in traffic legal expenses cover (V)

If we are to take on an insured event for you, the following conditions must be met:

- When the insured event occurs, the driver must hold the prescribed licence.
- The driver must be entitled to drive the craft.
- The watersports craft must, where required by law, be registered, and the boat trailer must bear an insurance plate (a so-called number plate).

What happens if these conditions are breached?

Then cover exists only for those insured persons who knew nothing of this breach. That means the persons acted without fault or at most with slight negligence. If the breach was grossly negligent, we are entitled to reduce our benefit in accordance with the severity of the fault. (Example of "grossly negligent conduct": someone disregards

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the generally customary care to an unusually high degree.)

If the insured person proves that his or her ignorance was not grossly negligent, cover is retained.

Cover is also retained in the following cases:

The insured person or the driver proves that the breach was not the cause of

- the occurrence of the insured event,
- the establishment of the insured event, or
- the extent of the benefit to be provided by us.

Basis Plus 5. In which countries are you insured? (A)

Basis Plus 5.1 Here you have cover

You have cover where a court or authority in the following areas has or would have legal jurisdiction and you pursue your legal interests there:

- in Europe,
- in the states bordering the Mediterranean,
- in the Canary Islands,
- in the Azores
- on Madeira.

Exception: in administrative legal expenses cover, cover exists exclusively where a German court or a German authority has jurisdiction.

Basis Plus 5.2 Here you have cover with restrictions

For the pursuit of your legal interests outside the territorial scope under 5.1, we bear the costs up to a maximum amount of 200,000 euros.

We do so under the following conditions:

- your insured event must have occurred there during a stay of no more than 24 months,
- cover must not be limited to German courts (see the exceptions to clause A 5.1),
- you are not pursuing interests in connection with the acquisition or disposal of rights in rem,
- you are not pursuing interests in connection with contracts under the law of obligations arising from a commercial, freelance or other self-employed activity.

Basis Plus 6. When does your legal expenses insurance begin and end? (A)

Basis Plus 6.1 Start of cover

Cover begins at the time stated in the policy schedule. The condition for cover is that you pay the first or single premium without delay after the expiry of 14 days after receipt of the policy schedule (see 7.4.1).

Basis Plus 6.2 Duration and end of the contract

Basis Plus 6.2.1 Contract duration

The contract is concluded for the period stated in the policy schedule.

Basis Plus 6.2.2 Tacit renewal

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Where the contract duration is at least one year, the contract renews for one year at a time. It does not renew if one of the contracting parties has received a cancellation in good time before the expiry of the respective contract period.

6.2.2.1 You may cancel the contract on any day. This also applies in the first insurance year. Your cancellation is only effective if it has reached us in text form (for example email, fax or letter).

6.2.2.2 We may cancel the contract with effect from the end of the insurance year, but at the earliest as at the agreed expiry, giving three months' notice. Our cancellation is only effective if it has reached you no later than three months before the cancellation date.

Basis Plus 6.2.3 Termination of the contract

Where the contract duration is less than one year, the contract ends at the scheduled time without the need for cancellation.

Where the contract duration is more than three years, you may nevertheless cancel the contract on any day, even in the first insurance year.

6.2.4 Is cover no longer needed because the external circumstances have changed? (Example: you inform us that you no longer have a motorboat.) Then the following applies (unless otherwise agreed):

6.2.4.1 The contract ends as soon as we have learned that the external circumstances have changed. We are entitled to premiums only pro rata up to that point in time.

6.2.4.2 Cover continues beyond your death until the end of the insurance period. This applies if the premium had been paid on the day of death and the insurance has not ended for other reasons. If the next premium due is paid, cover is retained.

Whoever paid the premium, or for whom it was paid, becomes the policyholder in place of the deceased. He or she may, within one year after the day of death, demand that the insurance contract be ended with effect from the day of death.

Basis Plus 6.2.5 Cancellation after an insured event

6.2.5.1 If we refuse your cover although we are obliged to pay, you may cancel the contract early. The cancellation must reach us within one month after you have received our refusal.

6.2.5.2 Have at least two insured events occurred within twelve months, and does cover exist for them? In this case both you and we may cancel the contract early.

When must you or we cancel? The cancellation must reach us or you within one month after we have confirmed our obligation to pay for the second insured event. The cancellation must be made in text form (example: letter or email).

If you cancel, your cancellation becomes effective as soon as it reaches us. You may, however, specify that the cancellation is to take effect at a later date, but at the latest at the end of the insurance year. Our cancellation takes effect one month after you have received it.

Basis Plus 7. When and how must you pay your premium? (A)

Basis Plus 7.1 Premium payment

Depending on what has been agreed, you may pay the premiums monthly, quarterly, half yearly or annually. The insurance period accordingly comprises

- for monthly premiums, one month,
- for quarterly premiums, one quarter,
- for half yearly premiums, one half year, and
- for annual premiums, one year.

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Basis Plus 7.2 Insurance year

The insurance year in principle lasts twelve months. If, however, the agreed contract duration does not consist of whole years, the first insurance year is shortened accordingly. The following insurance years up to the agreed contract expiry are each whole years. (Example: with a contract duration of 15 months, the first insurance year is 3 months and the following insurance year 12 months.)

Basis Plus 7.3 Insurance tax

The insurance premium includes the insurance tax, which you must pay at the rate determined by law from time to time.

Basis Plus 7.4 Payment and consequences of late payment / first premium

Basis Plus 7.4.1 Due date of payment

When you receive the policy schedule from us, you must pay the first premium without delay after the expiry of 14 days. ("Without delay" does not necessarily mean "immediately", but "without culpable hesitation, that is, as quickly as possible".)

Basis Plus 7.4.2 Later start of cover

If you pay the first premium at a later time, cover begins only from that later time. We must, however, have drawn your attention to this consequence of late payment, in text form (example: letter or email) or by a conspicuous notice in the policy schedule.

If you prove to us that you are not at fault for the late payment, cover begins at the agreed time.

Basis Plus 7.4.3 Rescission

If you do not pay the first premium on time, we may rescind the contract for as long as the premium has not been paid. We cannot rescind if you prove that you are not at fault for the late payment.

Basis Plus 7.5 Payment and consequences of late payment / subsequent premium

7.5.1 Subsequent premiums fall due at the time agreed in each case.

Basis Plus 7.5.2 Default

If you do not pay a subsequent premium on time, you fall into default, even without having received a reminder from us. We are then entitled to demand compensation for the loss we have suffered as a result of the default (see 7.5.3).

You do not fall into default if you are not at fault for the late payment.

Basis Plus 7.5.3 Request for payment

If you do not pay a subsequent premium on time, we may grant you a period for payment. This is done in text form (example: letter or email) and at your cost. This period for payment must be at least two weeks.

Our request for payment is effective only if it contains the following information:

- The outstanding amounts, the interest and the costs must be itemised, and
- the legal consequences associated with exceeding the period under 7.5.4 must be stated.

Basis Plus 7.5.4 What legal consequences does exceeding the period have?

- Loss of cover
  If you have still not paid after the period for payment has expired, you have no cover from that point until payment. We must, however, have drawn your attention to the loss of cover in our request for payment under 7.5.3.

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- Cancellation of the insurance contract
  If you have still not paid after the period for payment has expired, we may cancel the contract without observing a notice period. We must, however, have drawn your attention to the possibility of cancellation without notice in our request for payment under 8.5.3.
  (The German original refers here to 8.5.3; the request for payment is governed by 7.5.3.)
  If we have cancelled your contract and you then pay the amount demanded within one month, the contract continues. In that case, however, you have no cover for insured events that occurred between the expiry of the period for payment and your payment.

Basis Plus 7.6 Timely payment under a SEPA direct debit mandate

7.6.1 If we have agreed that the premium is to be collected from an account, payment counts as timely if

- the premium can be collected on the due date, and
- you do not object to the collection.

What happens if the premium due cannot be collected through no fault of yours? In this case payment is still timely if you pay without delay after a request in text form (example: letter or email). ("Without delay" does not necessarily mean "immediately", but "without culpable hesitation, that is, as quickly as possible".)

Basis Plus 7.6.2 Ending of the direct debit procedure

If you are responsible for the premium due not being collectable, we are entitled to demand a different method of payment in future. You need only pay, however, once we have requested you to do so in text form (example: letter or email).

Basis Plus 7.7 Premium on early termination of the contract

In this case we are entitled only to the part of the premium that corresponds to the period of cover. This applies unless otherwise provided.

Basis Plus 7.8 Premium adjustment

Basis Plus 7.8.1 Why do we adjust the premium?

The premiums are your consideration for our promise of benefits. We need the premiums so that we can meet our obligations to pay in all insured claims. We therefore check annually whether the premium needs to be adjusted because of a change in the claims requirement.

The determination of the change value (see 7.8.2) may result in the premium being increased or reduced or remaining at its previous level.

Basis Plus 7.8.2 Determination of the change value as the basis for the premium adjustment

The change value determined is decisive for the question whether the premium remains at its previous level.

7.8.2.1 Statistical determination by an independent trustee. An independent trustee determines a change value for the premium adjustment by 1 July of each year. In doing so the trustee bases the determination on the data of as large a number as possible of companies offering legal expenses insurance, so that the value determined reflects the entire legal expenses insurance market as well as possible.

The determination of the change value is based on the following question (calculation method):

By what percentage has the requirement for payments (that is, the product of claims frequency and the average of claims payments) in the last calendar year increased or decreased compared with the calendar year before last (reference years)?

(The claims frequency of a calendar year is the number of insured events reported in that year, divided by the number of risks insured on annual average. In other words: the claims frequency indicates for what percentage of the insured contracts a claim has been reported. To calculate the average of claims payments of a calendar year, all

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insured events settled in that year are considered. The total of the payments made for these insured events is divided by their number.)

The trustee takes into account changes resulting from improvements in benefits (for example: inclusion of a new type of cover) only if the improvements in benefits formed part of the scope of benefits in both comparison years.

The trustee determines the change value separately for the following contract groups:

- traffic legal expenses cover,

Within each contract group, the change value is determined separately for contracts with and without a deductible. The change values so determined apply uniformly to all contracts with or without a deductible combined in the group.

The trustee rounds a change value not divisible by 2.5 down to the next lower positive number divisible by 2.5 (for example, 8.4 per cent is rounded down to 7.5 per cent) or up to the next higher negative number divisible by 2.5 (for example, minus 8.4 per cent is rounded up to minus 7.5 per cent). Change values in the range from minus 5 per cent to plus 5 per cent are not rounded.

7.8.2.2 Determination on the basis of the company's own figures. On the basis of our company's own figures, we determine the change value individual to our company by 1 July of each year. In doing so we apply accordingly the rules applicable to the determination by the independent trustee (see 7.8.2.1).

Basis Plus 7.8.3 Which change value is decisive for the premium adjustment?

Principle: for the premium adjustment (increase or reduction), the change value determined by the independent trustee is decisive in principle (see 7.8.2.1).

Exception: we compare our company specific change value with the value determined by the trustee under 7.8.2.1. Our company specific value is then decisive for the premium adjustment if this comparison shows

- that our value is below the value determined by the trustee, and
- that this was also the case in the last two calendar years in which a premium adjustment was permissible.

The calendar years to be considered need not necessarily follow one another directly.

Basis Plus 7.8.4 No premium adjustment

No premium adjustment is made if the change value determined by the independent trustee (see 7.8.2.1) is less than plus 5 per cent and greater than minus 5 per cent. This change value is taken into account when determining the conditions for the next premium adjustment. (This is done by retaining the reference year until the 5 per cent threshold is reached. The requirement for payments of the respective previous year is always compared with the requirement for payments of the "retained" reference year.)

Irrespective of the amount of the change value, no premium adjustment is made for contracts for which 12 months have not yet elapsed since the start of the insurance.

Basis Plus 7.8.5 Increase or reduction of the premium

If the decisive change value is plus 5 per cent or more, we are entitled to increase the premium accordingly. The adjusted premium must not be higher than the tariff premium applicable to new contracts. If the decisive change value is minus 5 per cent or less, we are obliged to reduce the premium accordingly.

Basis Plus 7.8.6 When does the premium adjustment take effect?

The premium adjustment takes effect at the beginning of the second month following our notification of the premium adjustment. It applies to all premiums falling due after our notification from 1 October inclusive.

In the notification we draw your attention to your extraordinary right of cancellation (see 7.8.7).

Basis Plus 7.8.7 Your extraordinary right of cancellation

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If the premium increases, you may cancel the insurance contract with immediate effect. You may, however, cancel at the earliest as at the time at which the premium increase takes effect (see 8.8.5). Your cancellation must reach us within one month after our notification of the premium adjustment has reached you.

(The German original refers here to 8.8.5, which does not exist; the time at which the adjustment takes effect is governed by 7.8.6.)

If the premium increases solely because of an increase in insurance tax, you have no right of extraordinary cancellation.

Basis Plus 7.9 Change in material circumstances of premium calculation

7.9.1 If, after conclusion of the contract, a circumstance arises that justifies a higher insurance premium than the one agreed, we may demand this higher premium from then on. For we are thereby covering a higher risk (example: you have insured a motor yacht with us and now additionally acquire a jet ski).

If we cannot insure this higher risk even against a higher premium, we must exclude cover against this risk.

In the following cases you may cancel the insurance contract:

- your premium increases by more than 10 per cent, or
- we refuse to cover the higher risk.

In these cases you may cancel the contract without notice within one month after our notification has reached you. In our notification we must draw your attention to your right of cancellation.

After we have learned of the increase in risk, we must exercise our right to change the premium within one month.

7.9.2 If, after conclusion of the contract, a circumstance arises that justifies a lower insurance premium than the one agreed, we may from then on demand only this lower premium. You must notify us of this circumstance within two months. If you inform us after the expiry of two months, your insurance premium is reduced only from the time at which you informed us.

7.9.3 If we ask you to provide us with the information required to calculate the premium, you must send it to us within one month. If you do not comply with this obligation, we may cancel the insurance contract giving one month's notice, unless you prove to us that you did not act intentionally or with gross negligence. (Example of "grossly negligent conduct": someone disregards the care required in ordinary dealings to an unusually high degree.)

In the following cases you have no cover:

- You intentionally give incorrect information within the period.
- You intentionally fail to give required information.
- The insured event occurs later than one month after the time at which you should have informed us of the increase in risk. Your cover does not lapse if the information required to calculate the premium was already known to us.

If you have concealed information or given incorrect information through gross negligence, we may reduce the extent of our benefits in proportion to the severity of your fault.

You must prove that you did not act with gross negligence. (Example of "grossly negligent conduct": someone disregards the care required in ordinary dealings to an unusually high degree.)

Exception: in the following cases you nevertheless have cover:

- You prove to us that the change neither influenced the occurrence of the insured event nor increased the extent of our benefit.
- The period for our cancellation has expired and we have not cancelled.

The rules just described are not applied if

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- the change is so insignificant that it would not lead to an increase in premiums, or
- it is evident that this change is intended to be co-insured.

Basis Plus 8. When do claims under the insurance contract become time barred? (A)

Basis Plus 8.1 Statutory limitation

Claims under the insurance contract become time barred after three years. The calculation of the period is governed by the general provisions of the German Civil Code (BGB).

Basis Plus 8.2 Limitation is suspended

If you have notified us of a claim under your insurance contract, limitation is suspended. The suspension runs from the notification until the time at which our decision reaches you in text form. (That is: when calculating the limitation period, we disregard in your favour the period from the notification until our decision arrives with you.)

Basis Plus 9. Which law applies and where is the place of jurisdiction? (A)

Basis Plus 9.1 Applicable law

German law applies to this insurance contract. This is the clause on which the notice at the top of this page rests.

Basis Plus 9.2 Actions against the insurance company

If you wish to sue us, you may bring the action at the following places:

- At the registered seat of the insurance company or at the seat of the branch responsible for your contract,
- or, if you are a natural person, also at the court of your place of residence. (A "natural person" is a human being, as opposed to a "legal person"; that is, for example, a GmbH, an AG or an association.) If you have no place of residence, you may bring the action at the court of your habitual abode.

Basis Plus 9.3 Actions against the policyholder

If we have to sue you, we may bring the action at the following places:

- If you are a natural person, at the court of your place of residence. (A "natural person" is a human being, as opposed to a "legal person"; that is, for example, a GmbH, an AG or an association.) If you have no place of residence, we may bring the action at the court of your habitual abode.
- If your place of residence or habitual abode is not known at the time the action is brought, at the registered seat of our insurance company or at the seat of the branch responsible for your contract.
- If you are a legal person or a general partnership, limited partnership, civil law partnership or registered partnership company, the court at your seat or your branch has jurisdiction.

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