Watercraft accident insurance, Basis

General insurance conditions (AVB WSU BASIS 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 insurance conditions for watercraft accident insurance, Basis (AVB WSU BASIS 1-2025nam). Risk carrier: Württembergische Versicherung AG, Kornwestheim.

Dear customer,

The basis of your contract is these general insurance conditions for watercraft accident insurance and, where agreed with you, further conditions. Together with the application and the policy schedule, they determine the content of your insurance. They are important documents.

Please therefore read the conditions completely and thoroughly and keep them in a safe place. That way you can also look up everything important again later, particularly after an accident.

Basis, who is who?

- The insurer of this product is us, Württembergische Versicherung AG.
- You are our policyholder and therefore our contracting party.
- An insured person is anyone for whom you have agreed cover with us. That may be you yourself and other persons.

Basis, Part A: the scope of the insurance

Basis A-1 What is insured?

Basis A-1.1 Principle

We provide the agreed cover for accidents suffered by the insured person. The insured person is exclusively you, as the owner of the insured watercraft.

Basis A-1.2 Territorial scope

The insurance relates to accidents worldwide that are causally connected with the private use at sea of the watercraft named in the policy schedule.

Basis A-1.3 Definition of accident

A-1.3.1 An accident occurs where the insured person involuntarily suffers damage to health through an event acting suddenly on their body from outside (the accident event).

A-1.3.2 Damage to health that the insured person suffers in lawful self defence or while endeavouring to rescue people, property or animals counts as suffered involuntarily and is included in the accident insurance.

Basis A-1.4 Extended definition of accident

A-1.4.1 Exertion of force. It also counts as an accident where the insured person, through increased exertion of force,

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1 dislocates a joint of the limbs or the spine.
Example: the insured person braces a heavy object and in doing so dislocates their elbow joint.

2 strains or tears muscles, tendons, ligaments or capsules of the limbs or the spine.
Example: the insured person slips while boarding the boat and in doing so strains the muscles of the shoulder.

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

An increased exertion of force is a movement whose use of muscle goes beyond the normal activities of daily life. The individual physical condition of the insured person is decisive for assessing the use of muscle.

A-1.4.2 Other involuntary damage to health. It also counts as an accident where the insured person involuntarily suffers damage to health as a result of the following events:

1 the action of radiation, including laser, X-ray and maser rays and ultraviolet rays,

2 explosion, sound or other pressure waves,

3 mechanical (for example a fall), chemical (for example a chemical burn) or electrical (for example an electric shock) action.

The following remain excluded:

1 damage caused by nuclear energy,

2 damage to health occurring as a consequence of regular handling of radiation generating apparatus,

3 occupational diseases,

4 damage to health suffered gradually. These are cases in which the insured person was exposed to the action for longer than ten hours.

A-1.4.3 Further insured events.

A-1.4.3.1 Also insured is involuntary damage to health through interventions of daily life, namely shaving, cutting or filing hair, nails, corns and calluses.

A-1.4.3.2 Cover also exists for damage to health through curative measures or medical interventions (including radiodiagnostic and radiotherapeutic ones) that were occasioned by an accident insured under this contract.

Example: the insured person suffers an accident and has the injuries from the accident treated by a doctor. If a treatment error leads to further damage, cover also exists to that extent.

There is, however, no cover for damage to health through any other curative measures or interventions on the body of the insured person.

Basis A-1.5 Restrictions on our obligation to pay

For certain accidents and damage to health we can provide no benefits, or only restricted benefits.

Please therefore note the provisions on the contribution of illnesses and infirmities (A-3) and on the exclusions (A-4).

Basis A-2 Which types of benefit are agreed? Which periods and other conditions apply to the individual types of benefit?

Below we describe various types of benefit and their conditions. Only the types of benefit and sums insured that you have agreed with us and that are stated in your policy schedule and its endorsements ever apply.

Basis A-2.1 Permanent impairment benefit

A-2.1.1 Conditions for the benefit.

A-2.1.1.1 Permanent impairment. The insured person has suffered a permanent impairment where, as a result of the accident, their physical or mental capacity is permanently impaired.

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An impairment is permanent where it is expected to last longer than three years and no change in that condition is to be expected.

Example: an impairment is not permanent where the insured person suffers a fracture that heals without consequences within one year.

A-2.1.1.2 Occurrence and medical determination of the permanent impairment. The permanent impairment

- has occurred within 18 months of the accident, and
- has been determined in writing by a doctor within 24 months.

If one of these conditions is not met, there is no claim to the permanent impairment benefit.

A-2.1.1.3 Asserting the permanent impairment benefit. You must assert the permanent impairment with us within 24 months of the accident. Asserting means: you inform us that you assume a permanent impairment.

If you miss this deadline, the claim to the permanent impairment benefit is excluded. Only in particular exceptional cases can missing the deadline be excused.

Example: you suffered serious head injuries in the accident and were therefore unable to contact us.

A-2.1.1.4 No permanent impairment benefit on accidental death in the first year. If the insured person dies as a result of the accident within one year of the accident, there is no claim to the permanent impairment benefit.

In that case we pay the death benefit (A-2.2).

A-2.1.2 Type and amount of the benefit.

A-2.1.2.1 Calculation of the permanent impairment benefit. You receive the permanent impairment benefit as a single capital payment.

The bases for calculating the benefit are

- the agreed sum insured, and
- the degree of permanent impairment caused by the accident.

A-2.1.2.2 Assessment of the degree of permanent impairment, period for the assessment. The degree of permanent impairment is determined by the schedule of limb values (A-2.1.2.2.1), so far as the affected parts of the body, sensory organs or internal organs are named there, and otherwise by the extent to which normal physical or mental capacity is permanently impaired (A-2.1.2.2.2).

The decisive factor is the state of health caused by the accident that is recognisable at the latest at the end of the third year after the accident. This applies both to the first and to any later assessment of the permanent impairment (A-8.4).

A-2.1.2.2.1 Schedule of limb values. On loss or complete loss of function of the following parts of the body or (sensory) organs, exclusively the degrees of permanent impairment stated here apply:

- arm: 70 per cent
- arm up to above the elbow joint: 65 per cent
- arm up to below the elbow joint: 60 per cent
- hand at the wrist: 55 per cent
- thumb: 20 per cent
- index finger: 10 per cent
- other finger: 5 per cent
- leg above the middle of the thigh: 70 per cent
- leg up to the middle of the thigh: 60 per cent

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- leg up to below the knee: 50 per cent
- leg up to the middle of the lower leg: 45 per cent
- foot including the ankle joint: 40 per cent
- big toe: 5 per cent
- other toe: 2 per cent
- eye: 50 per cent
- hearing in one ear: 30 per cent
- sense of smell: 10 per cent
- sense of taste: 5 per cent
- voice: 70 per cent

In the case of partial loss or partial impairment of function, the corresponding part of the stated degrees of permanent impairment applies.

Example: if an arm has completely lost its function, that gives a degree of permanent impairment of 70 per cent. If its function is impaired by one tenth, that gives a degree of permanent impairment of 7 per cent (one tenth of 70 per cent).

A-2.1.2.2.2 Assessment outside the schedule of limb values. For other parts of the body or sensory organs, the degree of permanent impairment is determined by the extent to which normal physical or mental capacity as a whole is permanently impaired. The yardstick is an average person of the same age and sex.

The assessment is made exclusively on medical grounds.

A-2.1.2.2.3 Reduction for prior impairment. A prior impairment exists where affected parts of the body, internal organs or sensory organs were already permanently impaired before the accident. It is assessed in accordance with A-2.1.2.2.1 and A-2.1.2.2.2.

The degree of permanent impairment is reduced by this prior impairment.

Example: if an arm has completely lost its function, the degree of permanent impairment is 70 per cent. If the function of this arm was already impaired by one tenth before the accident, the prior impairment is 7 per cent (one tenth of 70 per cent). This prior impairment of 7 per cent is deducted. A degree of permanent impairment caused by the accident of 63 per cent remains.

A-2.1.2.2.4 Degree of permanent impairment where several parts of the body or sensory organs are impaired. An accident may impair several parts of the body, internal organs or sensory organs. The degrees of permanent impairment determined under the preceding provisions are then added together.

Where the function of both eyes or the hearing in both ears is impaired to the same extent, the degree of permanent impairment determined increases by half. Where function is restricted to differing extents, the degree of permanent impairment for the less damaged eye or ear is instead doubled.

More than 100 per cent is, however, not taken into account.

Example: as a result of an accident an arm has completely lost its function (70 per cent) and the function of a leg is impaired by half (35 per cent). Even though adding the degrees of permanent impairment gives 105 per cent, the permanent impairment is limited to 100 per cent.

A-2.1.2.2.5 Permanent impairment benefit on the death of the insured person. If the insured person dies before the permanent impairment has been assessed, we pay a permanent impairment benefit under the following conditions:

- the insured person did not die as a result of the accident within the first year after the accident (A-2.1.1.4), and
- the other conditions for the permanent impairment benefit under A-2.1.1 are met.

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We pay according to the degree of permanent impairment that would have been expected on the basis of the medical findings.

Basis A-2.2 Death benefit

A-2.2.1 Conditions for the benefit. The insured person dies as a result of the accident within one year of the accident.

Death caused by the accident also counts as proven where the insured person has been declared dead with legal effect under section 5 (shipwreck), section 6 (aircraft accident) or section 7 (other danger to life) of the German Missing Persons Act (VerschG). If the insured person has survived the disappearance, benefits already paid must be repaid.

A-2.2.2 Type and amount of the benefit. We pay the death benefit in the amount of the agreed sum insured if the insured person dies within one year of the accident.

If the insured person dies in the second year after the accident, the death benefit sum falls due only if there is no claim to the permanent impairment benefit.

Basis A-2.3 Helmet bonus (applies only to the jet ski tariff)

If the insured person, as the driver of a jet ski, suffers a head injury through an accident under A-1 and demonstrably wore a commercially available helmet, the permanent impairment compensation from the permanent impairment sum for a permanent impairment arising from a head injury increases by 25 per cent, by no more than 10,000 euros.

Basis A-3 What happens if the consequences of an accident coincide with illnesses or infirmities?

Basis A-3.1 Illnesses and infirmities

We pay exclusively for the consequences of accidents. These are damage to health and its consequences caused by the accident event.

We do not pay for the consequences of illnesses (for example diabetes or joint disease) or infirmities (for example malpositions of the spine, congenital shortening of tendons).

Basis A-3.2 Contribution

A-3.2.1 Where the consequences of an accident coincide with illnesses, we reduce the benefit by the share that the illnesses have in the damage to health or its consequences (the contribution share).

A-3.2.2 If the contribution share of the illness is 25 per cent or less, we make no reduction.

Basis A-4 What is not insured?

Basis A-4.1 Excluded accidents

There is no cover for the following accidents:

A-4.1.1 Accidents suffered by the insured person through disturbances of consciousness and through strokes, epileptic fits or other seizures that take hold of the whole body of the insured person.

A disturbance of consciousness exists where the insured person's ability to perceive and react is impaired to such an extent that they are no longer equal to the demands of the specific dangerous situation.

Causes of the disturbance of consciousness may be:

- an impairment of health,
- the taking of medicines,
- consumption of alcohol,
- consumption of drugs or other substances that impair consciousness.

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Exception: the disturbance of consciousness or the fit was caused by an accident event under A-1.3 for which cover exists under this contract. In these cases the exclusion does not apply.

A-4.1.2 Accidents that befall the insured person because they intentionally commit or attempt to commit a criminal offence.

A-4.1.3 Accidents caused directly or indirectly by events of war or civil war.

Exceptions:

1 The insured person is surprised by events of war or civil war while travelling abroad. In this case the exclusion does not apply. This cover ends at the end of the 14th day after the beginning of a war or civil war on the territory of the state in which the insured person is staying. There is no cover when travelling into or through states on whose territory war or civil war already prevails, nor for persons who go to the crisis area in expectation of a possible war or civil war, on active participation in the war or civil war, for accidents caused by atomic, biological or chemical weapons.

- when travelling into or through states on whose territory war or civil war already prevails, nor for persons who go to the crisis area in expectation of a possible war or civil war,
- on active participation in the war or civil war,
- for accidents caused by atomic, biological or chemical weapons.

2 Insured are the consequences of accidents through terrorist attacks committed outside the territories of the party waging war, and through violent clashes and civil unrest, where the insured person did not take part on the side of those causing the unrest.

- terrorist attacks committed outside the territories of the party waging war, and through
- violent clashes and civil unrest,

A-4.1.4 Accidents that befall the insured person because they take part in motor vehicle racing events, including the associated practice runs, in which the aim is to reach maximum speeds.

A-4.1.5 Accidents suffered by the insured person as a professional diver or professional sportsperson.

A-4.1.6 Accidents suffered by persons whose occupation involves the maintenance and care of the boat (employees and paid boat attendants).

A-4.1.7 Accidents that befall the insured person because you or a legal representative brought them about intentionally.

A-4.1.8 Accidents caused directly or indirectly by nuclear energy.

Basis A-4.2 Excluded damage to health

A-4.2.1 Infections. Damage to health as a result of infections is excluded from cover.

Exceptions: for the following infections cover exists if the illness (first medical determination) breaks out or is diagnosed no earlier than three months (15 days for tick-borne encephalitis, FSME) after the beginning of the contract (the waiting period). This waiting period does not apply if the infection demonstrably occurred during the term of the contract, that is, after the beginning of the contract.

- Cover exists for infections transmitted by animals through skin injuries (for example meningitis).
- In addition, cover exists for wound infections, blood poisoning, tetanus and rabies, infections that arose through curative measures or interventions on the insured person, where those curative measures or interventions were necessary because of an insured accident.

  - wound infections, blood poisoning, tetanus and rabies,
  - infections that arose through curative measures or interventions on the insured person, where those curative measures or interventions were necessary because of an insured accident.

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A-4.2.2 There is no cover for damage to intervertebral discs or for haemorrhages from internal organs and cerebral haemorrhages.

Exception: damage to intervertebral discs and haemorrhages from internal organs and cerebral haemorrhages are also insured where an accident event under A-1.3 was the predominant cause (that is, more than 50 per cent) of this damage to health.

A-4.2.3 Damage to health through radiation. Cover does, however, exist for damage to health through the action, caused by an accident, of X-ray, laser and maser rays and artificially generated ultraviolet rays.

A-4.2.4 Poisoning as a result of solid or liquid substances being taken in through the throat (the entrance to the oesophagus).

A-4.2.5 Pathological disorders as a result of psychological reactions, even where these were caused by an accident.

A-4.2.6 Abdominal or lower abdominal hernias.

Exception:

- they arose through a violent action coming from outside, and
- cover exists under this contract for that action.

In this case the exclusion does not apply.

Basis, Part A: when a benefit is claimed

(The German original has no clause A-5; it moves from A-4 directly to A-6.)

Basis A-6 What must be observed after an accident (obligations)?

The periods and other conditions for the individual types of benefit are governed in A-2.

Below we describe rules of conduct (obligations). You must observe them after an accident, because without your help we cannot provide our benefit.

A-6.1 After an accident that is likely to lead to a benefit, you must consult a doctor without delay, follow the doctor's instructions and inform us.

Where the consequences of an accident initially appear minor or are initially not recognisable, there is no breach of obligation if you consult a doctor and inform us only once the real extent becomes recognisable. The doctor's instructions are to be followed. You are, however, not obliged to undergo an operation.

A-6.2 All information we ask you for must be given truthfully, completely and without delay.

A-6.3 We instruct doctors where this is necessary for examining our obligation to pay. You must allow yourself to be examined by these doctors. We bear the necessary costs and the loss of earnings arising from the examination.

A-6.4 To examine our obligation to pay we may need information from

- doctors who treated or examined you before or after the accident,
- other insurers, social insurance bodies and public authorities.

You must enable us to obtain the necessary information.

To do so you can authorise the doctors and the bodies named to give us the information directly. Otherwise you must obtain the information yourself and make it available to us.

Basis A-7 What are the consequences of failing to observe obligations?

If you intentionally breach one of the obligations named in A-6, you lose cover.

In the event of a grossly negligent breach of an obligation, we are entitled to reduce our benefit in a proportion corresponding to the severity of your fault.

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Both apply only if we drew your attention to these legal consequences by separate notification in text form.

If you prove that you did not breach the obligation through gross negligence, cover remains in place.

Cover also remains in place if you prove that the breach of the obligation was causal neither for the occurrence or establishment of the insured event nor for establishing or determining the extent of our obligation to pay. This applies to intentional and grossly negligent breaches of obligation, but not if you breached the obligation fraudulently.

Basis A-8 When do the benefits fall due?

We provide our benefits once we have concluded the enquiries necessary to establish the insured event and the extent of our obligation to pay. The following applies:

Basis A-8.1 Declaration on the obligation to pay

We are obliged to declare in text form within one month whether and to what extent we acknowledge our obligation to pay. For the permanent impairment benefit the period is three months.

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

- proof of how the accident happened and of the consequences of the accident;
- for the permanent impairment benefit, in addition, proof that the medical treatment has been completed, so far as this is necessary for assessing the degree of permanent impairment.

Please also note the rules of conduct in A-6.

We bear the medical fees you incur to substantiate the claim to benefit.

Basis A-8.2 Due date of the benefit

If we acknowledge the claim, or if we have reached agreement with you on its basis and amount, we pay within two weeks.

Basis A-8.3 Advance payments

If our obligation to pay is initially established only in principle, we pay reasonable advance payments at your request.

Example: it is established that you will receive a permanent impairment benefit from us. The amount of the benefit, however, cannot yet be determined.

Before the medical treatment has been completed, a permanent impairment benefit can be claimed within one year of the accident only up to the amount of an agreed death benefit sum.

Basis A-8.4 Reassessment of the degree of permanent impairment

After the degree of permanent impairment has been assessed, changes in the state of health may occur.

You and we are entitled to have the degree of permanent impairment reassessed medically each year. You and we have this right for no longer than three years after the accident.

- If we wish a reassessment, we inform you of this together with the declaration on our obligation to pay.
- If you wish a reassessment, you must inform us of this before the period expires.

If the final assessment results in a higher permanent impairment benefit than we have already paid, interest of 5 per cent a year is payable on the additional amount.

Basis A-8.5 General notes on benefit claims

The following principles apply to all types of benefit involving reimbursement of costs:

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1 The condition is that no third party (for example a health insurer or liability insurer) is obliged to reimburse the costs, or that the third party disputes its obligation to pay. So far as another party liable to pay compensation does not step in, the claim to reimbursement can be asserted against us if your claims against other parties liable to pay compensation are assigned to us.

2 The benefits and costs named in these insurance conditions must be proven to us by original invoices bearing the reimbursement or rejection note of another party liable to pay compensation (health insurer, party causing the accident and the like) and, where applicable, medical certificates on the necessity and the prescription.

Basis, Part B, Section B1: inception of cover, payment of the premium

Basis B1-1 Inception of cover

Cover begins at the time stated in the policy schedule. This is subject to the provisions on the consequences of late payment or non payment of the first or single premium.

Basis B1-2 Payment of the premium, insurance period

Basis B1-2.1 Payment of the premium

Depending on what has been agreed, premiums are paid in advance, either by ongoing payments monthly, quarterly, half yearly or annually, or as a single premium.

Basis B1-2.2 Insurance period

The insurance period is one year. That also applies where the agreed contract term is longer than one year. Where the agreed contract term is shorter than one year, the insurance period corresponds to the contract term.

Basis B1-2.3 Insurance tax

The premium invoiced includes insurance tax. You must pay this in the amount determined by law from time to time.

Basis B1-3 Due date of the first or single premium, consequences of late payment or non payment

Basis B1-3.1 Due date of the first or single premium

The first or single premium is to be paid without delay after the agreed inception date stated in the policy schedule. This applies irrespective of the existence of a right of withdrawal.

Where the agreed inception date lies before conclusion of the contract, the first or single premium is to be paid without delay after conclusion of the contract.

Where the policy schedule departs from your application or from agreements made, the first or single premium is payable at the earliest one month after receipt of the policy schedule.

Basis B1-3.2 Our right of rescission in the event of default

If the first or single premium is not paid on time in accordance with B1-3.1, we may rescind the contract for as long as you have not initiated payment.

Rescission is excluded if you are not responsible for the non payment.

Basis B1-3.3 Our release from the obligation to pay

If you do not pay the first or single premium on time in accordance with B1-3.1, we are not obliged to pay for an insured event occurring before payment of the premium.

The condition is that we drew your attention to this legal consequence of non payment of the premium by separate notification in text form (for example email, fax or letter) or by a conspicuous notice in the policy schedule.

The release from the obligation to pay applies only if you are responsible for the non payment.

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Basis B1-4 Subsequent premium

Basis B1-4.1 Due date

A subsequent premium falls due, in accordance with the agreed payment frequency, at the beginning of the month, quarter, half year or year, or at another agreed time.

Payment counts as timely if it is initiated by the due date.

Basis B1-4.2 Default and damages

If a subsequent premium is not paid on time, you fall into default without a reminder. This applies only if you are responsible for the late payment.

If you are in default with payment of a subsequent premium, we are entitled to demand compensation for the loss caused to us by the default.

Basis B1-4.3 Reminder

If a subsequent premium is not paid on time, we may request payment from you at your cost in text form (for example email, fax or letter) and set a payment deadline (a reminder). The payment deadline must be at least two weeks from receipt of the request for payment.

The reminder is effective only if we itemise, per contract, the outstanding amounts of premium, interest and costs, and point out the legal consequences (release from the obligation to pay, and the right to cancel).

Basis B1-4.4 Release from the obligation to pay after a reminder

If an insured event occurs after the payment deadline set in the reminder has expired, and at the time of the insured event you are in default with payment of the premium or of interest or costs, we are released from the obligation to pay.

Basis B1-4.5 Cancellation after a reminder

If you are in default with payment of the premiums owed, we may, after expiry of the payment deadline set in the reminder, cancel the contract with immediate effect without observing a period of notice.

The cancellation may be combined with the setting of the payment deadline. On expiry of the deadline the cancellation becomes effective if you are in default with payment at that time. Your attention must be drawn to this expressly when cancelling.

Basis B1-4.6 Payment of the premium after cancellation

The cancellation becomes ineffective if payment is initiated within one month of the cancellation. Where the cancellation was combined with the payment deadline, it becomes ineffective if payment is initiated within one month of the deadline expiring.

Our release from the obligation to pay under B1-4.4 continues until payment is made.

Basis B1-5 Payment procedure

Basis B1-5.1 Your duties

In order to pay the premium on time, irrespective of the payment method chosen (for example SEPA direct debit, credit card, PayPal), you must ensure that the account to be debited has sufficient funds at the time the premium falls due.

If the premium due could not be collected by us through no fault of yours, payment is still timely if it is made without delay after a request for payment issued by us in text form (for example email, fax or letter).

Basis B1-5.2 Failed collection

If you are responsible for one or more premiums not being collectable despite repeated attempts at collection, we are entitled to cancel the agreed collection procedure in text form (for example email, fax or letter).

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In the cancellation we must point out that you are obliged to transmit the outstanding premium and future premiums yourself.

Handling fees charged by banks for failed collections may be invoiced to you.

Basis B1-6 Premium on early termination of the contract

Basis B1-6.1 General principle

On early termination of the contract we are entitled only to the part of the premium corresponding to the period during which cover existed.

Basis B1-6.2 Premium or handling fee on withdrawal, rescission and avoidance

B1-6.2.1 If you withdraw your contractual declaration within 14 days, we have to refund only the part of the premiums attributable to the period after receipt of the declaration of withdrawal.

The condition is that in the notice of withdrawal we drew your attention to the right of withdrawal, the legal consequences of withdrawal and the amount payable, and that you agreed that cover should begin before the end of the withdrawal period.

If the notice of withdrawal under sentence 2 was not given, we must in addition refund the premium paid for the first insurance year. This does not apply if you have made use of benefits under the insurance contract.

B1-6.2.2 If we rescind the insurance contract for breach of a pre contractual duty of disclosure, we are entitled to the premium up to receipt of the declaration of rescission.

If the insurance contract is terminated by rescission on our part because the single or first premium was not paid on time, we are entitled to an appropriate handling fee.

B1-6.2.3 If the insurance contract is terminated by avoidance on our part for fraudulent misrepresentation, we are entitled to the premium up to receipt of the declaration of avoidance.

Basis, Part B, Section B2: term and end of the contract, cancellation

Basis B2-1 Term and end of the contract

Basis B2-1.1 Contract term

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

Basis B2-1.2 Tacit renewal

Where the contract term is at least one year, the contract is extended by one year at a time. It is not extended if a cancellation has reached one of the contracting parties in good time before the end of the respective contract term.

B2-1.2.1 The contract may be cancelled by you with effect from the end of the insurance year, but at the earliest as at the agreed expiry, giving three months' notice. Your cancellation becomes effective only if it has reached us in text form (for example email, fax or letter) at the latest three months before the cancellation date.

B2-1.2.2 The contract may be cancelled by us with effect from the end of the insurance year, but at the earliest as at the agreed expiry, giving three months' notice. Our cancellation becomes effective only if it has reached you at the latest three months before the cancellation date.

Basis B2-1.3 Contract term of less than one year

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

Basis B2-1.4 Cancellation of contracts running for several years

Where the contract term is more than three years, you may nevertheless cancel the contract with effect from the first of any month, even within the first insurance year. The cancellation must have reached us at the latest one month before the cancellation date.

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Basis B2-2 Cancellation after an insured event

Basis B2-2.1 Right of cancellation

After the occurrence of an insured event, either contracting party may cancel the insurance contract. The cancellation must have reached the other contracting party in text form (for example email, fax or letter) at the latest one month after the payment, the refusal or the service of the statement of claim.

Basis B2-2.2 Cancellation by you

If you cancel, your cancellation becomes effective when it reaches us.

You may, however, provide that the cancellation is to take effect at a later time, but at the latest at the end of the current insurance period.

Basis B2-2.3 Cancellation by us

Our cancellation becomes effective one month after it reaches you.

Basis B2-2.4 Cancellation where a need for long term care or a mental illness arises

If, in the case of the insured person,

- a permanent need for long term care within the meaning of section 61a of Book XII of the German Social Code (SGB XII), or
- a mental illness is determined by a doctor,

you may cancel the cover retrospectively with effect from the time of that determination.

A person is mentally ill who, because of a permanent and severe mental or psychological illness, can no longer take part in general life and requires residential accommodation or constant supervision.

We refund the premium for the person concerned on presentation of

- the decision of the long term care insurance fund granting a care grade, or
- the confirmation of the health insurer of residential accommodation or constant supervision in the case of a mental illness, from the time of the determination, but for no more than the last three years.

Basis, Part B, Section B3: duty of disclosure, increase in risk, other obligations

Basis B3-1 Duties of disclosure of you or your representative up to conclusion of the contract

Basis B3-1.1 Completeness and accuracy of information about circumstances material to the risk

Up to the point at which you make your contractual declaration you must disclose to us all circumstances material to the risk known to you about which we have asked in text form (for example email, fax or letter) and which are material to our decision to conclude the contract with the agreed content.

This duty of disclosure also applies where, after your contractual declaration but before acceptance of the contract, we ask you questions within the meaning of sentence 1 in text form.

Where the contract is concluded by a representative of yours, both the knowledge and fraudulent intent of the representative and your own knowledge and fraudulent intent must be taken into account in applying paragraph 1 and B3-1.2.

You can rely on the duty of disclosure not having been breached intentionally or through gross negligence only if neither you nor your representative is guilty of intent or gross negligence.

Basis B3-1.2 Legal consequences of a breach of the duty of disclosure

B3-1.2.1 Rescission and loss of cover. If you breach your duty of disclosure under B3-1.1 paragraph 1, we may rescind the contract. In the event of rescission there is no cover for the past either.

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We have, however, no right of rescission if you prove that you gave the incorrect or incomplete information neither intentionally nor through gross negligence.

Our right of rescission for a grossly negligent breach of the duty of disclosure does not exist if you prove that we would have concluded the contract on the same or on different terms even had we known the undisclosed circumstances.

If we rescind after the occurrence of the insured event, we may not refuse cover if you prove that the circumstance disclosed incompletely or incorrectly was causal neither for the occurrence of the insured event nor for establishing or determining the extent of the benefit. Even in that case, however, there is no cover if you breached the duty of disclosure fraudulently.

B3-1.2.2 Cancellation. If you breach your duty of disclosure under B3-1.1 paragraph 1 through slight negligence or without fault, we may cancel the contract.

The right of cancellation is excluded if you prove that we would have concluded the contract on the same or on different terms even had we known the undisclosed circumstances.

B3-1.2.3 Amendment of the contract. If you did not breach your duty of disclosure under B3-1.1 paragraph 1 intentionally, and if we would have concluded the contract on different terms had we known the undisclosed risk circumstances, those other terms become part of the contract retrospectively at our request. If you are not at fault for the breach of duty, the other terms become part of the contract from the current insurance period.

If an amendment of the contract increases the premium by more than ten per cent, or if we exclude cover for the undisclosed circumstance, you may cancel the contract without notice within one month of receiving our notification. In that notification we must draw your attention to your right of cancellation.

Basis B3-1.3 Period and form for exercising our rights

We must assert the rights of rescission, cancellation or amendment of the contract in writing within one month. In doing so we must state the circumstances on which we base our declaration. In support we may state further circumstances subsequently within one month of learning of them. The one month period begins at the point at which we learn of the breach of the duty of disclosure and of the circumstances on which the right asserted by us is based.

Basis B3-1.4 Our duty to inform

We have the rights of rescission, cancellation or amendment of the contract only if we drew your attention to the consequences of a breach of the duty of disclosure by separate notification in text form (for example email, fax or letter).

Basis B3-1.5 Exclusion of our rights

We cannot rely on our rights of rescission, cancellation or amendment of the contract if we knew of the undisclosed risk circumstance or of the incorrectness of the disclosure.

Basis B3-1.6 Avoidance

Our right to avoid the contract for fraudulent misrepresentation remains unaffected.

Basis B3-1.7 Lapse of our rights

Our rights of rescission, cancellation and amendment of the contract lapse on expiry of five years after conclusion of the contract. These rights do not lapse for insured events that occurred before expiry of that period. The period is ten years if you or your representative breached the duty of disclosure intentionally or fraudulently.

Basis, Part B, Section B4: further provisions

Basis B4-1 Declarations and notifications, change of address

Basis B4-1.1 Form, competent office

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Declarations and notifications intended for us that concern the insurance contract and are made directly to us must be made in text form (for example email, fax or letter). This does not apply so far as written form is required by law or this contract provides otherwise.

Declarations and notifications should be addressed to the office designated as competent in the policy schedule or its endorsements. The statutory provisions on the receipt of declarations and notifications remain unaffected.

Basis B4-1.2 Failure to notify a change of address or name

If you have not notified us of a change of your address, sending a registered letter to the last address known to us is sufficient for a declaration of intent that must be made to you. The declaration counts as received three days after the letter is sent. This applies accordingly where a change of name has not been notified to us.

Basis B4-2 Authority of the insurance agent

Basis B4-2.1 Declarations by you

The insurance agent counts as authorised to receive declarations made by you concerning

1 the conclusion or withdrawal of an insurance contract;

2 an existing insurance relationship, including its termination;

3 duties of disclosure and information before conclusion of the contract and during the insurance relationship.

Basis B4-2.2 Declarations by us

The insurance agent counts as authorised to transmit to you policy schedules issued by us or their endorsements.

Basis B4-2.3 Payments to the insurance agent

The insurance agent counts as authorised to accept payments that you make to the agent in connection with the arrangement or conclusion of an insurance contract. A restriction of this authority is binding on you only if you knew of the restriction when making the payment or were unaware of it as a result of gross negligence.

Basis B4-3 Limitation

Claims under the insurance contract become time barred after three years. Limitation begins at the end of the year in which the claim arose and the creditor learned of the circumstances giving rise to the claim and of the identity of the debtor. Grossly negligent ignorance is equivalent to knowledge.

Where a claim under the insurance contract has been notified to us, the period between notification and receipt by the claimant of our decision communicated in text form (for example email, fax or letter) does not count towards the calculation of the period.

In all other respects limitation is governed by the general provisions of the German Civil Code (BGB).

Basis B4-4 Court with local jurisdiction

Basis B4-4.1 Actions against us

For actions under the insurance contract against us, court jurisdiction is determined by our seat or by our branch responsible for the insurance contract.

The court in whose district you have your seat, the seat of your branch or your residence at the time the action is brought, or, in the absence of such, your habitual abode, also has jurisdiction.

If, however, after conclusion of the contract you move your seat, the seat of your branch, your residence or, in the absence of such, your habitual abode abroad, the courts of the state in which we have our seat have jurisdiction.

Basis B4-4.2 Actions against you

For actions under the insurance contract against you, court jurisdiction is determined by your seat, the seat of your branch or your residence or, in the absence of such, your habitual abode. If the residence or habitual abode is not

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known at the time the action is brought, court jurisdiction for actions under the insurance contract against you is determined by our seat or by our branch responsible for the insurance contract.

Basis B4-5 Applicable law

German law applies to this contract.

Basis B4-6 Embargo provision

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 imposed by the United States of America with regard to Iran, so far as European or German legal provisions do not stand in the way.

Basis B4-7 Insurance for the account of a third party

Basis B4-7.1 Rights under the contract

You may conclude the insurance contract in your own name for the interest of a third party (the insured). Only you, and not the insured, may exercise the rights under this contract. This also applies where the insured holds the policy schedule.

Basis B4-7.2 Payment of the indemnity

Before paying the indemnity to you, we may require proof that the insured has given consent to this. The insured can demand payment of the indemnity only with your consent.

Basis B4-7.3 Knowledge and conduct

B4-7.3.1 So far as your knowledge and your conduct are of legal significance, in the case of insurance for the account of a third party the knowledge and conduct of the insured must also be taken into account. Where the contract covers both your interests and those of the insured, you must have the conduct and knowledge of the insured attributed to you for your interest only if the insured is your representative.

B4-7.3.2 The knowledge of the insured is not relevant if the contract was concluded without the insured's knowledge or if it was not possible or not reasonable for you to notify the insured in good time.

B4-7.3.3 The knowledge of the insured is, by contrast, relevant if you concluded the contract without instructions from the insured and did not inform us of this.

Basis B4-8 Legal successors and other claimants

All provisions applying to you are to be applied accordingly to your legal successor and to other claimants.

Basis B4-9 Assignment and pledging of claims

Claims under the insurance contract may be neither assigned nor pledged before they fall due without our consent.

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