Customer information sheet

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.

Who are we?

You conclude the insurance contract with Württembergische Versicherung AG. We are your risk carrier, with its seat in Kornwestheim:

W&W-Platz 1
70806 Kornwestheim
Germany

Management board: Zeliha Hanning (chair), Dr Per-Johan Horgby, Alexander Mayer, Jens Wieland, Jürgen Wörner.
Chair of the supervisory board: Jürgen A. Junker.
Local court of Stuttgart, HRB 14327.

What is our main business activity?

The main business activity of our company is the insurance business.

Information about your contract

Where can you take your questions?

Do you need information, a confirmation, or a change to your contract? Just tell us what we can do for you:

- General questions: info@nammert.com
- Claims notifications: schaden@nammert.com
- Hotline: +49 (0) 3375 29 12 77

When is the insurance contract concluded?

The insurance contract comes into being through your application to conclude an insurance contract and our sending you the policy schedule (acceptance).

Which language governs the contract?

The insurance contract is governed by German law. We inform you and communicate with you in German at all times. That also applies to your insurance conditions. This is the insurer's own wording, and it is the reason why every translation on this page is a courtesy only.

Where can you enforce your claims in court?

For actions arising from the insurance contract against Württembergische Versicherung AG, the following courts have jurisdiction:

- the court at the seat of our company that is responsible for your contract;
- the court of your place of residence or, if you have no fixed residence, of your habitual abode.

Information on out of court complaint and redress procedures

Where can you address your complaints?

If you have reason to complain, we would be glad if you came to us first, so that we can put the problem right and learn from it. You reach the people who deal with this at beschwerde@wuerttembergische.de.

If, contrary to expectations, no agreement with us is possible, you may also turn to the competent supervisory authority:

Bundesanstalt für Finanzdienstleistungsaufsicht, insurance division
Graurheindorfer Straße 108
53117 Bonn

Or you address your complaint to the insurance ombudsman, who works independently, and free of charge for the consumer, as a conciliation body between insurance companies and customers:

Versicherungsombudsmann e. V.
Postfach 08 06 32
10006 Berlin
Tel. 0800 3696000
beschwerde@versicherungsombudsmann.de
www.versicherungsombudsmann.de

Separate notice under section 28(4) of the German Insurance Contract Act (VVG) on the consequences of breaching obligations after the insured event

Duties to give information and to explain

On the basis of the contractual agreements made with you, we may, after the insured event has occurred, require you to give us every piece of information necessary to establish the insured event or the extent of our obligation to pay (duties of information), and to enable us to examine our obligation to pay properly, in that you give us all details useful for clarifying the facts (duties of explanation). We may also require you to make documents available to us, so far as that can reasonably be expected of you.

Release from the obligation to pay

If, contrary to the contractual agreements, you intentionally give no information or untruthful information, or intentionally fail to make the required documents available to us, you lose your claim to the insurance benefit. If you breach these obligations through gross negligence, you do not lose your claim entirely, but we may reduce our payment in proportion to the severity of your fault. No reduction is made if you prove that you did not breach the obligations through gross negligence.

Despite a breach of your obligations to give information, to explain or to obtain documents, we remain obliged to pay so far as you prove that the intentional or grossly negligent breach was causal neither for establishing the insured event nor for establishing or determining the extent of our obligation to pay.

If you breach the obligation to give information, to explain or to obtain documents fraudulently, we are released from our obligation to pay in every case.

Note

Where the right to the contractual benefit belongs not to you but to a third party, that third party is likewise obliged to give information, to explain and to obtain documents.

Separate notice on the consequences of breaching the statutory duty of disclosure under section 19(5) VVG

So that we can examine your insurance application properly, you must answer the application questions truthfully and completely in accordance with section 19 VVG. You must also state circumstances to which you attach only minor importance.

Details you do not wish to give to the insurance intermediary must be provided without delay and directly to Württembergische Versicherung AG in text form. Please note that you put your cover at risk if you give incorrect or incomplete details. Further particulars of the consequences of a breach of the duty of disclosure are set out below.

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

Rescission and loss of cover. If you breach the pre contractual duty of disclosure, we may rescind the contract. This does not apply if you prove that there was neither intent nor gross negligence.

Where the duty of disclosure has been breached through gross negligence, we have no right of rescission if we would have concluded the contract even had we known the undisclosed circumstances, albeit on different terms.

In the event of rescission there is no cover. If we declare rescission after the insured event has occurred, we nevertheless remain obliged to pay if you prove that the circumstance not disclosed, or disclosed incorrectly, was causal neither for the occurrence or establishment of the insured event nor for establishing or determining the extent of our obligation to pay. Our obligation to pay does lapse, however, if you breached the duty of disclosure fraudulently.

On rescission we are entitled to the part of the premium corresponding to the contract period elapsed up to the point at which the declaration of rescission takes effect.

Cancellation. We cannot rescind the contract if you breached the pre contractual duty of disclosure only through simple negligence or without fault. In that case we may cancel the contract giving one month's notice.

Amendment of the contract. If we can neither rescind nor cancel because we would have concluded the contract even had we known the undisclosed risk circumstances, albeit on different terms, those other terms become part of the contract at our request.

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

If the amendment 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 of the amendment. We will point out this right in our notification.

Exercise of our rights. We may assert our rights of rescission, cancellation or amendment only in writing and within one month. The period begins at the point at which we learn of the breach of the duty of disclosure on which the right we assert is based. When exercising our rights we must state the circumstances on which we base our declaration. We may state further circumstances subsequently in support, provided the period under the first sentence has not expired for them.

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

Our rights of rescission, cancellation and amendment lapse five years after conclusion of the contract. This does not apply to insured events that occurred before this period expired. The period is ten years if you breached the duty of disclosure intentionally or fraudulently.

Representation by another person. If you are represented by another person when the contract is concluded, then as regards the duty of disclosure, rescission, cancellation, amendment of the contract and the cut off period for the exercise of our rights, both the knowledge and fraud of your representative and your own knowledge and fraud are to be taken into account. You can rely on the duty of disclosure not having been breached intentionally or through gross negligence only if neither your representative nor you is at fault through intent or gross negligence.