

# Consumer information

General contract information  
Motor vehicle product information  
General terms and conditions for motor vehicles  
Data protection notice

As at: 01/10/2017



# General contract information

## Motor vehicle insurance

in accordance with §§ 7 and 8 of the Insurance Contracts Act (VVG) in conjunction with § 1 of the Ordinance on Information Obligations for Insurance Contracts (VVG-InfoV)

### 1. IDENTITY OF THE INSURER

#### **BALOISE ASSURANCES LUXEMBOURG S.A**

Legal form: Aktiengesellschaft (S.A.) nach luxemburgischen Recht  
Registration office: R.C.S. Luxembourg  
Registration number: B 68 06 5  
VAT-Id No.: LU 18 47 59 84  
Postal address: 23, Rue du Puits Romain  
L-8070 Bertrange  
Board of Directors: Romain Braas  
Chairman of the Supervisory Board: Peter Zutter

### 2. IDENTITY OF THE INSURER IN GERMANY

The representative in accordance with Article 152 of Directive 2009/138/EC of 25 November 2009 on the taking-up and pursuit of the business of Insurance and Reinsurance of the insurer in the Federal Republic of Germany is:

Atlantic Trust  
Insurance Brokers GmbH  
D-66482 Zweibrücken,  
Straßburger Ring 3

### 3. PRINCIPAL ACTIVITY OF THE INSURER

BALOISE ASSURANCES LUXEMBOURG S.A. is active in the insurance business in the following insurance lines:

- Motor vehicle insurance
- General liability insurance
- Property insurance, incl. technical insurance
- Accident insurance

### 4. TERMS AND CONDITIONS OF INSURANCE

The insurance relationship between you and us is governed by the application, the statutory provisions and the General Terms and Conditions of Insurance, as well as the Special Terms and Conditions and Special Arrangements applicable to the individual types of insurance.

### 5. SIGNIFICANT FEATURES OF INSURANCE BENEFITS

Please refer to the insurance application form and the contractual provisions for information on the type, scope and due date of our benefits. (General Terms and Conditions of Insurance, as well as the Special Terms and Conditions and Special Arrangements applicable to the individual types of insurance), which we have made available to you together with the insurance policy. The applicable General Terms and Conditions of Insurance, as well as the Special Terms and Conditions and Special Arrangements applicable to the individual types of insurance are included with the insurance policy.

### 6. TOTAL PRICE OF THE INSURANCE

The amount of the individual premiums, the total premium to be paid, including the statutory insurance tax (if due), and the period for which the premium is to be paid are shown in the insurance policy.

### 7. ADDITIONAL COSTS

We will charge dunning costs in the usual amount for outstanding premiums; we reserve the right to charge you for the bank charges incurred for late payment by direct debit or cheque. No additional fees or costs will be charged (e.g. for application processing). Any extra costs for telecommunication charges that exceed normal telephone costs will be indicated with the respective telephone number.

### 8. PAYMENT OF PREMIUMS

The premiums are to be paid annually on the respective due date or in accordance with any payment period deviating from this that has been agreed. The due date is determined in accordance with the commencement of the insurance contract and is explained in your insurance policy and the underlying insurance conditions.

### 9. PERIOD OF VALIDITY OF THE OFFER

The quotation and application documents submitted to you are based on the premiums, insurance benefits, insurance conditions and consumer information valid at the time they were provided to you.

### 10. CONCLUSION OF THE CONTRACT

The insurance contract is concluded when we accept your offer upon conclusion of the insurance contract. If we have accepted your offer upon conclusion of the insurance contract, the insurance contract will be handed over to you. You are bound to your insurance application for a maximum of 2 weeks until our decision is made. If the content of the insurance policy differs from your application or the agreements reached, reference will be made to this fact in the insurance policy. These will become an integral part of the contract if you do not object within one month after receipt of the insurance policy, provided that we have duly informed you about the right of withdrawal and the legal consequences of failure to withdraw. Details of the differences and your right of objection (including instructions and references to the associated legal consequences) are listed separately in your insurance policy.

The insurance coverage begins upon conclusion of the insurance contract, or on the derogating date specified in the event that the beginning of the insurance coverage is different from the date specified in the insurance contract.

If the one-time premium or the initial premium is not paid on time, we are entitled to withdraw from the contract if payment has not been effected, unless you are not responsible for the non-payment. If the one-time premium or the initial premium is not paid when the insured event occurs, we are not obligated to provide benefits unless you are not responsible for the non-payment.

The insurance coverage may also come into force on the basis of a provisional promise of coverage. This is initially an independent insurance contract, which ends in particular after the final conclusion of the contract negotiations or presentation of the insurance policy concerning the final insurance coverage.

For more details on this, please refer to the General Terms and Conditions of Insurance for the provisional coverage and your insurance application.

#### 11. RIGHT OF REVOCATION

You can revoke your declaration of contract within 14 days, without indication of reasons, in writing (e.g. letter, fax, e-mail). The period begins after you have received the insurance policy, the contractual provisions including the General Terms and Conditions of Insurance, the additional information in accordance with § 7 para. 1 and 2 of the German Insurance Contract Act in conjunction with §§ 1 to 4 of the German Information Duties Regulation (VVG) and this instruction, each in writing, in the case of contracts in electronic business transactions but not before fulfilling our obligations in accordance with § 312i para. 1 sentence 1 of the German Civil Code in conjunction with Article 246 of the German Civil Code. The timely dispatch of the revocation is sufficient for observance of the revocation period. The revocation is to be addressed to: Bâloise Assurances Luxembourg S.A, 23 rue du Puits Romain, L-8070 Bertrange, Luxembourg, Tel.: 00352 290 190-1, Fax: 00352 290 592, E-mail: info@baloise.lu

#### Special notes

Your right of revocation lapses if, at your express request, the contract is completely fulfilled by you and by us before you have exercised your right of revocation.

#### 12. TERM OF THE CONTRACT

The insurance term is generally limited to a maximum of one year. For details on the term of the insurance contract, please refer to the insurance application form and the Contract Terms and Conditions provided to you together with the insurance application.

#### 13. TERMINATION OF THE CONTRACT

In the case of contracts that stipulate a fixed term, the contract shall end at the stipulated time without the need for cancellation. Furthermore, there is a right of termination in the following cases, among others:

- for the insurer and the policyholder after the insured event;
- for the insurer and the buyer in the event of sale of the vehicle;
- for the insurer in the event of non-payment of the subsequent premium, despite a certified request for payment;
- for the policyholder in the event of a premium increase.

Details of the contractual termination rights can be found in the General Terms and Conditions. Statutory termination rights remain unaffected by this.

#### 14. APPLICABLE LAW, COMPETENT COURT OF JURISDICTION

The law of the Federal Republic of Germany shall apply to the pre-contractual relations and the contract. The general place of jurisdiction for legal action against us is Luxembourg. However, as a natural person, you may also bring an action before the court in whose district you are domiciled or, in the absence of such domicile, are habitually resident at the time of filing the action. In the event that you have relocated your domicile or habitual abode outside of Germany or your domicile or habitual abode is not known at the time of bringing an action, our domicile shall be the place of jurisdiction.

Claims arising from motor vehicle liability claims may also be asserted in court or out of court against the representative of the insurer named in section 2 with effect for and against the insurer.

#### 15. APPLICABLE LANGUAGE

We communicate the Terms and Conditions of Contract and information in German; during the term of this contract we will communicate with you in German. Translations of the Terms and Conditions of Insurance and other documents are available in English. In case of inconsistencies, the German documents are applicable.

#### 16. SUPERVISORY AUTHORITY

The competent supervisory authority is the Commissariat aux Assurances  
7 Boulevard Joseph II  
L-1840 Luxembourg  
Telefon: 00352 22 69 11 -1  
Telefax: 00352 22 69 10  
E mail: caa@caa.lu

And for our business activities in Germany, the  
Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin)  
Insurance Division  
Graurheindorfer Straße 108  
53117 Bonn  
E-Mail: [poststelle@bafin.de](mailto:poststelle@bafin.de)  
Tel.: 0228.4108-0; Fax 0228.4108-1550

They may also lodge a complaint with those supervisory authorities. This shall not affect the possibility of taking legal action.

**Bâloise Assurances Luxembourg S.A.**

Registered office: 23, rue du Puits Romain, L-8070 Bertrange

R.C.S. Luxembourg B 68 065

Société Anonyme de droit luxembourgeois

Tel. : +352 290 190 - 777

[info@baloise.lu](mailto:info@baloise.lu)

[www.baloise.lu](http://www.baloise.lu)

# Motor vehicle insurance product information sheet

Dear customer,

Please note that the information provided to you is **not exhaustive** and is not intended as a substitute for advice from your local contact person or for reading the Terms and Conditions of Contract, but merely as an initial overview. The entire content of the contract and all your rights and obligations are derived from the application, the insurance policy and the General Terms and Conditions for Motor Insurance (AKB-US-NATO) as of 10/2017. Only the provisions laid down in these documents alone shall be authoritative for insurance coverage.

**1. WHAT KIND OF INSURANCE ARE WE OFFERING YOU? WHAT IS THE BASIS OF THE INSURANCE?**

We are offering you motor vehicle insurance. This includes the following types of insurance:

- Motor vehicle liability insurance
- Comprehensive Insurance
  - Collision Insurance
  - Comprehensive Insurance

The basis is:

- the insurance application,
- the General Terms and Conditions for Motor Vehicle Insurance (AKB-US-NATO) and, if applicable, any additional Special Terms and Conditions and agreements, and
- the insurance policy.

**2. WHAT RISKS ARE INSURED, WHAT RISKS ARE NOT INSURED?**

The motor vehicle insurance comprises the following types of insurance. You can find the types of insurance you would like in your insurance application.

**Motor vehicle liability insurance** is compulsory insurance. It pays if the insured vehicle causes damage to third parties. Motor vehicle liability insurance provides compensation for justified claims and defends against unjustified claims. Damage to the insured, e.g. to your vehicle, is not covered. For details, please refer to A.1 (AKB-US-NATO) and your insurance application.

**Comprehensive Insurance** covers damage to your vehicle. For example, theft, hail, storm, flooding and glass breakage are covered. Damage caused by vandalism is also insured. Damage to your vehicle caused by accidents is not covered. For details, please refer to A.2 (AKB-US-NATO) and your insurance application.

**Collision Insurance** includes the coverage under Comprehensive Insurance. For example, theft, hail, storm, flooding and glass breakage are covered under Comprehensive Insurance. In addition, Collision Insurance covers damage to your vehicle

in the event of accidents, even if you have caused them yourself. Damage caused by wear and tear is not insured. For details, please refer to A.2 (AKB-US-NATO) and your insurance application.

**3. HOW MUCH ARE YOUR INSURANCE PREMIUMS AND WHEN DO YOU HAVE TO PAY THEM? WHAT HAPPENS IF YOU DO NOT PAY OR PAY LATE?**

The amount of the premiums to be paid by you depends on the insurance coverage selected and the agreed payment period. The premiums include, insofar as they are due, the statutory insurance tax in the amount determined by law.

Premium for the types of insurance you request based on the payment period you choose:

- Motor vehicle liability insurance** \_\_\_\_\_ EUR
- Comprehensive Insurance** \_\_\_\_\_ EUR
- Collision Insurance** \_\_\_\_\_ EUR
- Total premium** \_\_\_\_\_ EUR

Payment period:

- Annual       Semi-annually       Quarterly
- Monthly

In each case on \_\_\_\_\_ and

for the first time at the start of the insurance period:  
 \_\_\_\_\_ (DD.MM.YYYY)

(Note: Depending on the start date, the first premium may be charged on a pro rata basis and then subsequent premiums are calculated in accordance with the preceding payment period)

Term of the contract: until \_\_\_\_\_ (DD.MM.YYYY)

For details on the due date of the respective premium to be paid, please refer to the application and Section C of AKB-US-NATO.

You may pay your premiums by cheque. For details, please refer to the application.

If the one-time premium or the initial premium is not paid on time, we are entitled to withdraw from the contract if payment has not been effected, unless you are not responsible for the non-payment. If the one-time premium or the initial premium is not paid when the insured event occurs, we are not obligated to provide benefits unless you are not responsible for the non-payment.

In the event of a delay in payment with a subsequent premium, we may be entitled to terminate the contract and/or decline to provide benefits: if a subsequent premium is not paid on a timely basis, we are entitled to stipulate a payment period of at least two weeks in writing, at your expense. In doing so, we shall be required to quantify the amounts in arrears of the



premium, interest and costs in detail and indicate the legal consequences that will occur if you do not pay the subsequent premium by the end of the period. If an insured event occurs after the expiry of the deadline and you are in arrears for payment of the premium or interest or costs, we are not obligated to pay benefits. We may terminate the contract without notice after the expiry of the deadline if you are in arrears for payment of the amounts owed. The termination can be combined with the stipulation of the payment term in such a way that the termination becomes effective upon expiry of the term if you are in arrears with your payment at that time. You will be expressly informed of this fact when terminating the contract. The termination shall become invalid if you make the payment within one month after the termination or, if it has been linked to the deadline, within one month after the expiry of the deadline. Our exemption from coverage for insurance claims that have since expired remains unaffected.

In addition, an interest penalty at the statutory rate as well as standard dunning costs will be charged for the period of delay in payment.

#### 4. WHAT EXCLUSIONS AND LIMITATIONS APPLY?

We cannot insure all conceivable cases. For this reason, we have excluded some cases from the insurance coverage, for example if you intentionally cause damage or participate in an approved race.

This list is not exhaustive.

Please refer to AKB-US-NATO A.1.5 and A.2.9.

#### 5. WHAT OBLIGATIONS DO YOU HAVE WHEN CONCLUDING A CONTRACT? WHAT ARE THE CONSEQUENCES OF NON-COMPLIANCE WITH THESE OBLIGATIONS?

Please provide truthful and complete information in the application and on the circumstances we have requested in writing. In the event of a breach of the obligation to notify due to incorrect or incomplete information, you must expect disadvantages with regard to the insurance contract and insurance coverage, e.g.:

- Withdrawal from the insurance contract on our part in the event of intentional or grossly negligent breach of the obligation to notify or termination of the insurance contract on our part in all other cases.
- Inclusion of other conditions in the insurance contract, e.g. with more extensive exclusion of benefits and/or recalculation of the premium in case of incorrect information on the SF class or number of claims, retroactive in case of culpable breach of the obligation to notify.
- Loss of insurance coverage in the event of rescission of the insurance contract due to wilful misrepresentation.

#### 6. WHAT OBLIGATIONS DO YOU HAVE DURING THE TERM OF THE CONTRACT? WHAT ARE THE CONSEQUENCES OF NON-COMPLIANCE WITH THESE OBLIGATIONS?

The obligations you have during the term of the contract when using the vehicle are specified in section D (AKB-US-NATO). For example, you may only drive with the required driving license and only use the vehicle for the purpose specified in the insurance contract. If you fail to comply with one of these obligations, you may lose insurance coverage in whole or in part, depending on the seriousness of such failure. (For more on this, please refer to section D.2 (AKB-US-NATO)).

#### 7. WHAT OBLIGATIONS DO YOU HAVE IN THE EVENT OF A CLAIM? WHAT ARE THE CONSEQUENCES OF NON-COMPLIANCE WITH THESE OBLIGATIONS?

The obligations you have in the event of a claim are specified in section E (AKB-US-NATO). For example, you must notify us immediately of any claim, i.e. usually within one week. In addition, you must do everything necessary to clarify the insured event and the extent of our obligation to pay benefits.

If you fail to comply with one of these obligations, you may lose insurance coverage in whole or in part, depending on the seriousness of such failure. (For more on this, please refer to E.2 (AKB-US-NATO)).

If you violate an obligation to provide information or clarify the circumstances, we shall be exempt from providing coverage if you have intentionally violated the obligation. If you are grossly negligent in failing to comply with your obligations, we shall be entitled to reduce our benefits in proportion to the seriousness of your negligence; you shall bear the burden of proof for the absence of gross negligence. We shall, however, remain obligated to pay benefits if the breach of the obligation is not the cause of the insured event or of the determination or scope of our obligation to pay benefits, unless you have fraudulently violated the obligation.

#### 8. WHEN DOES YOUR INSURANCE COVERAGE BEGIN AND WHEN DOES IT END?

The insurance coverage begins upon conclusion of the insurance contract, or on the derogating date specified in the event that the beginning of the insurance coverage is different from the date specified in the insurance application. The insurance coverage only applies, however, if you have paid the first premium stated in your insurance policy, but not before the agreed date.

If we provide you the electronic insurance confirmation number or if we issue you a duplicate insurance card, you will have provisional motor vehicle liability insurance coverage at the agreed time.

For details, please refer to B.1 and B.2 (AKB-US-NATO) and your insurance application.

Your contract ends on the fixed end date stated in the insurance policy.

#### **9. HOW CAN YOU OR WE TERMINATE YOUR CONTRACT?**

In the case of contracts that stipulate a fixed term, the contract shall end at the stipulated time without the need for cancellation. In addition, you or we may terminate the contract prematurely.

There is also a right of termination in the following cases, among others:

- for us and you after an insured event;
- for us and the buyer in the event of sale of the vehicle;
- for us in the event of non-payment of the subsequent premium, despite a certified request for payment;
- for you in the event of a premium increase.

For further details, see section G), in particular sections G.2 and G.3 (AKB-US-NATO).

In addition, you can revoke your declaration of contract within 14 days, without indication of reasons, in writing (e.g. letter, fax, e-mail). The insurance coverage ends in the event of an effective revocation. For further details on your right of revocation, please refer to the revocation instruction in section 10 of the General Contractual Information for Motor Vehicle Insurance.

**Baloise Assurances Luxembourg S.A.**

Registered office: 23, rue du Puits Romain, L-8070 Bertrange

R.C.S. Luxembourg B 68 065

Société Anonyme de droit luxembourgeois

Tel. : +352 290 190 - 777

[info@baloise.lu](mailto:info@baloise.lu)

[www.baloise.lu](http://www.baloise.lu)

# Insurance in the US NATO Troop Business

**AKBUSNATO**  
As at: 01/10/2017

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## General terms and conditions for motor vehicle insurance (AKBUSNATO)

Depending on the terms of the specific insurance policy, the motor vehicle insurance comprises the following types of insurance:

- Motor vehicle liability insurance (A.1)
- Comprehensive Insurance (A.2)

These insurance policies are concluded as legally independent contracts. Your insurance policy will tell you which insurance policies you have taken out for your vehicle.

German law shall apply. The language of the contract is German.

### A. What benefits are included in your motor vehicle insurance?

#### A.1 Motor vehicle liability insurance – for damages that you cause to third parties with your vehicle

##### A.1.1 What is insured?

*You have damaged a third party with your vehicle*

A.1.1.1 We will indemnify you from any claims for damages if, through the use of the vehicle

- a. persons are injured or killed,
- b. property is damaged or destroyed or lost,
- c. financial losses which are not directly or indirectly related to personal injury or damage to property (pure financial losses),

and therefore claims for damages are brought against you or us on the basis of liability provisions of the German Civil Code or the German Road Traffic Act or on the basis of other statutory liability provisions of private law. In addition to driving, the use of the vehicle also includes, for example, entry and exit as well as loading and unloading.

*Justified and unfounded claims for damages*

A.1.1.2 If claims for damages are justified, we shall pay compensation in cash.

A.1.1.3 If claims for damages are unfounded, we shall defend them at our expense. This shall also apply if the amount of claims for damages is unfounded.

*Power of attorney to regulate*

A.1.1.4 We are authorized to satisfy or defend any claims for damages asserted against you on your behalf and to make all declarations that appear appropriate for this purpose within the scope of our professional discretion.

*Coinsurance of trailers, semitrailers and towed vehicles*

A.1.1.5 If a trailer or semitrailer is connected to the insured vehicle, the insurance coverage also extends to such trailer or semitrailer. The insurance coverage also includes vehicles that are towed with the insured vehicle or towed vehicles if there is no liability insurance coverage for those vehicles.

This also applies if the trailer or semitrailer or towed vehicle detaches from the insured vehicle during use and is still in motion.

#### A.1.2 Who is insured?

The coverage of motor vehicle liability insurance applies to you and the following persons (insured persons):

- a. the operator of the vehicle,
- b. the owner of the vehicle,
- c. the driver of the vehicle,
- d. the codriver who, in the context of his/her employment relationship with you or with the operator, does not only occasionally accompany the authorised driver to relieve him/her of driving duties or to carry out loading and auxiliary work,
- e. the bus conductor who works in the context of his/her employment relationship with you or with the operator of the vehicle,
- f. the operator, owner, driver, codriver and bus conductor of a vehicle insured in accordance with A.1.1.5.

Such persons may independently assert claims against us under the insurance contract.

#### A.1.3 Up to what amount do we pay (policy amounts)?

*Maximum payment*

A.1.3.1 Our payments for a claim event are limited in each case to the amount of the insured sums agreed for personal injury, property damages and financial losses. Multiple, temporally related losses that have the same cause are considered to be a single claim event. Your policy amounts can be found in the insurance policy.

A.1.3.2 In the event of damages to passengers in an

insured trailer, the statutory minimum insurance amounts shall apply.

*Exceeding the insurance amounts*

A.1.3.3 If the claims exceed the policy amounts, our payments shall be made in accordance with the provisions of the German Insurance Contract Act and the German Motor Vehicle Insurance Regulation. In this case, you must assume responsibility for any claims for damages that are not satisfied or are not fully satisfied.

**A.1.4 In which countries is insurance coverage available?**

*Insurance coverage in Europe and the EU*

A.1.4.1 Your motor vehicle liability insurance provides insurance coverage within the geographical borders of Europe and the non-European territories that are part of the European Union. Your insurance coverage depends on the scope of insurance prescribed by law in the country of your visit, but at a minimum on the scope of your insurance contract.

*International insurance card (Green Card)*

A.1.4.2 If we have issued a Green Card to you, the following applies: Your motor vehicle liability insurance coverage also extends to the non-European countries mentioned therein, unless country designations have been crossed out. A.1.4.1 sentence 2 applies with regard to the scope of insurance.

**A.1.5 What is not insured?**

*Intentional acts*

A.1.5.1 There is no insurance coverage for damages that you cause intentionally and illegally.

*Approved races*

A.1.5.2 There is no insurance coverage for damages resulting from participation in officially approved motor sport events involving the attainment of maximum speed. This shall also apply to the corresponding trial runs.  
Note: Participation in unauthorised races is a violation of your obligations under D.1.1.4.

*Damage to the insured vehicle*

A.1.5.3 There is no insurance coverage for damage, destruction or loss of the insured vehicle.

*Damage to trailers or towed vehicles*

A.1.5.4 There is no insurance coverage for damage, destruction or loss

- of a trailer or semitrailer connected to the insured vehicle
- of a vehicle towed with the insured vehicle or a towed vehicle.

However, there is insurance coverage if an inoperable vehicle is towed with the insured vehicle without commercial intent as part of normal assistance and damage is caused to the towed vehicle.

*Damage to transported goods*

A.1.5.5 There is no insurance coverage in case of claims for damages due to damage, destruction or loss of goods transported with the insured vehicle.

However, insurance coverage is provided for items that are normally carried by the occupants of a motor vehicle (e.g. clothing, glasses, wallet). In the case of journeys which are mainly used for passenger transport, insurance coverage is also provided for items which are normally carried by passengers for personal use (e.g. luggage, travel provisions). No insurance coverage is provided for items belonging to unauthorised occupants.

*Your claim for compensation against a coinsured person*

A.1.5.6 There is no insurance coverage for material damage or financial losses caused by a coinsured person to you, the operator or the owner through the use of the vehicle. However, insurance coverage is provided for personal injury, e.g. if you are injured as a passenger of your vehicle.

*Noncompliance with delivery and transport deadlines*

A.1.5.7 There is no insurance coverage for purely financial losses arising from noncompliance with delivery and transport deadlines.

*Contractual claims*

A.1.5.8 There is no insurance coverage for liability claims insofar as they exceed the scope of the statutory liability on the basis of a contract or special promise.

*Damages caused by nuclear energy*

A.1.5.9 No insurance coverage is provided for damages caused by nuclear energy.



## A.2 Comprehensive Insurance – for damage to your vehicle.

### A.2.1 What is insured?

#### A.2.1.1 Your vehicle

Your vehicle is insured against damage, destruction, total damage or loss as a result of an event in accordance with A.2.2.1 (Comprehensive Insurance) or A.2.2.2 (Collision Insurance).

#### A.2.1.2 Coinsured parts and noninsurable objects

Also insured are the vehicle parts listed under A.2.1.2.1 and A.2.1.2.2 and vehicle accessories listed under A.2.1.2.2 are coinsured if they are permitted under road traffic law (insured parts). In the event of damage, destruction, total loss or loss of coinsured parts, the following provisions in A.2 shall apply *mutatis mutandis*, unless otherwise specified.

##### *Coinsured parts without additional premiums*

A.2.1.2.1 Unless otherwise provided for in A.2.1.2.2, the following vehicle parts and the following vehicle accessories of the insured vehicle are included in the insurance without additional premium:

- a. Vehicle parts that are permanently installed in or attached to the vehicle.
- b. Vehicle accessories that are permanently installed in or attached to the vehicle or kept locked in the vehicle. This is subject to the condition that it is used exclusively for the use of the vehicle (e.g. seat covers, emergency tools) and is not regarded as a luxury with respect to general operations.
- c. Vehicle parts kept locked in the vehicle which are usually carried with the vehicle in order to repair operational faults (e.g. fuses and light bulbs).
- d. Protective helmets (including with intercom system) provided they are used in accordance with their intended use or are firmly attached to the parked vehicle

in such a way that unauthorised removal is not possible without damage.

- e. Tarpaulins, frames for tarpaulins (rails).
- f. Coinsured vehicle parts and accessories stored outside the vehicle during a vehicle repair.

##### *Coinsured parts depending on the total replacement value*

A.2.1.2.2 The parts listed below under a to e are included in the insurance without an additional premium if they are permanently installed in the vehicle or permanently attached to it:

- for passenger cars and motorcycles, up to a total (gross) replacement value of EUR 1,500.00 for the parts
  - a. radio and other audio systems, video, technical communication and guidance systems (e.g. permanently installed navigation systems),
  - b. sidecars and fairings for motorcycles, light motorcycles, mopeds, trikes, quads and vehicles with insurance number plates,
  - c. special structures and special equipment for vehicles with handicapped accessible equipment.

If the total replacement value of the parts listed under a to c is higher than the stated value limit, the excess value is only included in the insurance if this has been expressly agreed.

Up to the stated value limit, we waive any reduction in compensation due to underinsurance.

##### *Noninsurable objects*

A.2.1.2.3 All other objects, e.g. mobile phones and mobile navigation devices, even when connected to the vehicle by a holder, luggage, personal belongings of the occupants, are not insurable.

## A.2.2 What events are insured?

### A.2.2.1 What events are insured under Comprehensive Insurance

Insurance coverage applies in the event of damage, destruction, total loss, vandalism or loss of the vehicle including its coinsured parts due to the following events:

#### *Fire and explosion*

A.2.2.1.1 Fire and explosion are insured. A fire is defined as a fire with the formation of a flame that has developed without a designated source or has left it and is capable of spreading on its own. Damage caused by scorching or singeing is not considered fire. An explosion is a sudden force that occurs due to the force of expansion of gases or vapours.

#### *Theft*

A.2.2.1.2 Theft is insured in the following cases:

- Theft and robbery as well as the surrender of the vehicle due to carjacking are insured.
- Misappropriation is only insured if the vehicle is not handed over to the perpetrator for use in his/her own interest, for sale or under retention of ownership.
- Unauthorised use is only insured if the perpetrator is in no way entitled to use the vehicle. Use is not considered to be unauthorised use in particular if the person making such use of the vehicle has been instructed by the authorised individual to take care of the vehicle (e.g. workshop or hotel employees). In addition, there is no insurance coverage if the perpetrator has a close relationship to the authorised person, e.g. if he or she is an employee, family member or household member.

#### *Storm, hail, lightning, flooding*

A.2.2.1.3 The direct effects of storm, hail,

lightning or flooding on the vehicle are insured. A storm is defined as a weatherrelated air movement of at least wind force 8. This includes damage caused by objects thrown on or against the vehicle by these forces of nature. Damages caused by the driver's behaviour as a result of these forces of nature are excluded.

#### *Wilful or malicious acts*

A.2.2.1.4 Wilful or malicious acts by persons in no way entitled to use the vehicle are insured. In particular, persons who have been instructed by the authorised person to take care of the vehicle (e.g. workshop or hotel employees) or who have a close relationship with the authorised person (e.g. his/her employees, family or household members) are to be regarded as authorised to take care of the vehicle.

#### *Glass breakage*

A.2.2.1.5 Glass breakage on the vehicle is insured. Glass includes glass and plastic panes (e.g. front, rear, roof, side and partition panes), mirror glass and lighting covers. Glass does not include glass and plastic parts of measuring, assistance, camera and information systems, solar modules, displays, monitors and lights. Consequential damages are not insured.

#### *Shortcircuit damage to the wiring*

A.2.2.1.6 Shortcircuit damage to the wiring of the vehicle is insured. Consequential damages are not insured.

#### *Marten bite damages*

A.2.2.1.7 Damages directly caused by marten bites to the vehicle are insured. Damages caused by marten bites in the interior of the vehicle (e.g. passenger compartment and/or boot) and fabric covers (e.g. in the case of convertibles) are not insured.

Consequential damages of any kind, in particular further damage to the vehicle itself, are not insured.

damage. Example: Damage to the loading surface of a truck caused by gravel loading.

#### **A.2.2.2 What events are insured under Collision Insurance?**

Insurance coverage applies in the event of damage, destruction, total loss or loss of the vehicle including its coinsured parts due to the following events:

##### *Comprehensive Insurance events*

A.2.2.2.1 Comprehensive Insurance events under A.2.2.1 are insured.

##### *Collision with wild game*

A.2.2.2.2 The collision of the vehicle in motion with wild game within the meaning of § 2 Abs. 1 No. 1 of the German Federal Hunting Act (e.g. deer, wild boar) is insured.

##### *Accident*

A.2.2.2.3 Damage to your vehicle caused by accidents is covered. An accident is a sudden, external, mechanical force on the vehicle. In particular, therefore, the following are not considered to be damage from accidents:

- damage to the vehicle caused solely by braking, e.g. damage to the brake system or tyres.
- damage to the vehicle that occurs exclusively as a result of an operation,
- e.g. due to incorrect operation, refuelling errors or shifting cargo.
- damage to the vehicle caused solely by material fatigue, excessive stress or wear and tear.
- damage between towing and towed vehicle or trailer without external interference, e.g. shunting damage to the towing vehicle caused by the trailer.
- Damage from wear and tear

Foreseeable damage to the vehicle, which usually occurs as part of the intended use of the vehicle, is not considered accidental

#### **A.2.3 Who is insured?**

Collision Insurance coverage applies to you and, if the contract has also been entered into in the interest of another person, for example, the lessor as the owner of the vehicle, for this person.

#### **A.2.4 In which countries is insurance coverage available?**

Your Collision Insurance provides insurance coverage within the geographical borders of Europe and the non-European territories that are part of the European Union.

#### **A.2.5 What do we pay in the event of a claim?**

The following compensation rules apply in the event of damage, destruction, total damage or loss of the vehicle. They shall also apply mutatis mutandis to coinsured parts, unless otherwise specified. The maximum compensation amount is the value of the vehicle as agreed in the insurance contract.

##### **A.2.5.1 What do we pay for total loss, destruction or loss?**

###### *Replacement value less residual value*

A.2.5.1.1 In the event of total damage, destruction or loss of the vehicle, we shall pay the replacement value less any existing residual value of the vehicle. If you have your vehicle repaired despite total damage or destruction, A.2.5.2.1 shall apply.

###### *Replacement price compensation in case of total loss, destruction or loss*

A.2.5.1.2 We pay the new car price according to A.2.5.1.7 for passenger cars (except rental cars, taxis and selfdrive rental cars) under the following conditions:

- Total damage, destruction or loss of the car occurs within 6 months after initial registration, and
- when the event occurs, the passenger car is the property of the person who acquired it as a new vehicle from the car dealer or vehicle manufacturer.

An existing residual value of the car is deducted.

- A.2.5.1.3 We shall pay the new price compensation in excess of the replacement value only to the extent that it is ensured that the compensation will be used for the repair of the vehicle or the purchase of another vehicle within one year of its determination.

*What are total loss, replacement value, residual value and new price?*

- A.2.5.1.4 Total loss is deemed to have occurred if the costs necessary to repair the vehicle exceed its replacement value.

- A.2.5.1.5 Replacement value is the price you have to pay for the purchase of an equivalent used vehicle on the day of the event.

- A.2.5.1.6 Residual value is the sale value of the vehicle in damaged or destroyed condition.

- A.2.5.1.7 New price is the amount that must be paid for the purchase of a new vehicle equivalently equipped like the insured vehicle. If the type of insured vehicle is no longer manufactured, the price for a comparable successor model shall apply. In each case, the manufacturer's recommended retail price on the day of the claim event less discounts customary in the location and market shall be used.

## **A.2.5.2 What do we pay for damage?**

### *Repair*

- A.2.5.2.1 If the vehicle is damaged, we will pay repair costs up to the following limits:

- a. If the vehicle is repaired completely and professionally, the following applies:

We will pay the necessary costs up to the amount of the replacement value in accordance with A.2.5.1.5, if you

can demonstrate this to us by means of an invoice. If this proof is not submitted, we will pay according to A.2.5.2.1.1.b.

- b. If the vehicle is not repaired, or not repaired completely and professionally, the following applies: We pay the necessary costs for a complete repair up to the amount of the replacement value less the residual value (see A.2.5.1.5 and A.2.5.1.6).

### *Towing*

- A.2.5.2.2 In the event of damage to the vehicle, we will reimburse the costs of towing from the place of damage to the nearest suitable workshop for repair. Including the benefits we pay, the maximum limit according to A.2.5.2.1.1.a or A.2.5.2.1.1.b may not be exceeded due to damage to the vehicle in accordance with A.2.5.2.2.1.1.a or A.2.5.2.1.b.

We do not pay if a third party is obligated to bear these costs.

### *New for old deduction*

- A.2.5.2.3 We deduct from the cost of spare parts and painting an amount corresponding to the age and wear of the old parts (new for old) if

- old parts are replaced with new parts during repair, or
- the vehicle is completely or partially repainted.

The new for old deduction is limited to the tyres, battery and paint if the damage event

- for passenger cars, motorcycles and buses in the first 3 years
- for other types of vehicles in the first 3 years after initial registration.

## **A.2.5.3 Expert costs**

We shall only reimburse the costs of an expert if we have arranged for or approved the appointment of such an expert.

#### A.2.5.4 VAT

We will only refund VAT if and to the extent that it is actually incurred by you at the time of the repair of the damage or loss you have chosen. We do not refund the value added tax if there is a right to deduct pretax.

#### A.2.5.5 Additional provisions for theft

##### *Vehicle retrieval*

A.2.5.5.1 If the stolen vehicle is found again within one month after receipt of the damage report in writing, you are obligated to take back the vehicle. The requirement for this is that you can retake possession of the vehicle within this period of time with objectively reasonable efforts.

A.2.5.5.1 are obligated to take back the vehicle. The requirement for this is that you can retake possession of the vehicle within this period of time with objectively reasonable efforts.

A.2.5.5.2 We will pay the cost of retrieving the vehicle if it is found at a distance of more than 50 km (straightline distance). Reimbursement will be made for the cost of a secondclass train ticket for roundtrip travel up to a maximum distance of 1,500 km (railway kilometres). The distance from the regular location of the vehicle to the place where it was found is the decisive factor.

##### *Transfer of ownership after theft*

A.2.5.5.3 If you are not obligated to take back the vehicle in accordance with A.2.5.5.1, we shall become the owner of the vehicle.

A.2.5.5.4 If we have reduced the insurance benefit due to a breach of duty (e.g. in accordance with D.1.1, E.1.1 or E.1.3 or due to gross negligence in accordance with A.2.9.1 sentence 2) and the vehicle is recovered, the following applies: You are entitled to a share of the

recoverable proceeds after deduction of the necessary costs incurred in connection with the collection and recovery. The proportion corresponds to the share by which we have reduced your compensation.

#### A.2.5.6 Up to what amount do we pay (maximum compensation)?

Our maximum compensation is limited to the new price of the vehicle in accordance with A.2.5.1.7.

#### A.2.5.7 What we do not replace and remaining parts and old parts

##### *What we do not replace*

A.2.5.7.1 We do not pay for changes, improvements, or damages resulting from ageing and wear and tear. Similarly, consequential damages such as loss of fuel and operating materials (e.g. oil, coolant), depreciation, approval costs, registration costs, transfer costs, administrative costs, loss of use or costs of a rental vehicle are also not reimbursed.

##### *Remaining parts and old parts*

A.2.5.7.2 Remaining parts and old parts and the unrepaired vehicle remain with you and will be credited against the compensation at the sales value.

#### A.2.5.8 Deductible

If a deductible has been agreed, it will be deducted from the compensation for each claim event. Your insurance policy will tell you whether and to what extent you have agreed a deductible.

#### A.2.6 Procedure for professional estimation in the event of disagreement over the amount of the claim

A.2.6.1 In the event of disagreement on the amount of the claim, including the determination of the replacement value or on the extent of the repair work required, an expert committee may decide upon your request before any legal action is taken.

A.2.6.2 You and we shall each appoint a motor vehicle expert for the committee. If you or we do not appoint an expert within two weeks of being requested to do so, the other party shall appoint an expert.

A.2.6.3 If the committee does not reach an agreement, another motor vehicle expert shall decide as chairman. He shall be elected by the committee before the start of the procedure. If the committee does not agree on who the chairman should be, he or she will be appointed by the competent district court. The chairman's decision must lie between the amounts estimated by the two experts.

A.2.6.4 The costs of the expert procedure shall be borne in proportion to the share of loss to us or to you.  
Note: You also have the option of taking legal action.

## A.2.7 Due date of our payment, assignment

A.2.7.1 As soon as we have established our payment obligation and the amount of compensation, we will pay it no later than within two weeks.

A.2.7.2 You may request an appropriate advance on the compensation if

- we have established our obligation to pay and
- the amount of compensation cannot be determined within one month after notification of the claim.

A.2.7.3 If the vehicle has been stolen, it must first be seen whether it is located. For this reason, we will not pay compensation until one month after receipt of the damage report in writing, at the earliest.

A.2.7.4 You may not assign or pledge your claim for compensation before the final determination without our express consent.

## A.2.8 Can we reclaim our benefits paid from the driver if you yourself were not the driver?

If another person rightfully drives the vehicle and if a damage event occurs, we will not demand compensation from this person for damages resulting where there is no culpability or from simple negligence.

However, in the event of gross negligence causing the damage, we shall be entitled to reclaim our benefits paid to the extent that this corresponds to the degree of the culpability. If the driver lives with you in the same household at the time of the damage, we will not reclaim our compensation, even if the damage was caused by gross negligence. In the event of intentional damage, we are entitled to reclaim our benefits paid in full.

Paragraphs 1 to 3 shall apply mutatis mutandis if a person coinsured under motor vehicle liability insurance in accordance with A.1.2 and the renter or borrower causes damage.

## A.2.9 What is not insured?

### *Intentional damage and gross negligence*

A.2.9.1 There is no insurance coverage for damages that you cause intentionally. If you are grossly negligent in causing damage, we shall be entitled to reduce our benefits in proportion to the seriousness of your negligence.

### *Approved races*

A.2.9.2 There is no insurance coverage for damages resulting from participation in officially approved motor sport events involving the attainment of maximum speed. This shall also apply to the corresponding trial runs.  
Note: Participation in unauthorised races is a violation of your obligations under D.1.1.4.

### *Tire damage*

A.2.9.3 No insurance coverage is provided for damaged or destroyed tyres. However, insurance coverage is provided for tyre damage if the same event also causes other damage to the vehicle that is covered by the Collision Insurance.

### *Earthquakes, acts of war, civil unrest, acts of state authority*

A.2.9.4 There is no insurance coverage in case of claims for damages caused directly or indirectly by earthquakes, acts of war, civil unrest or acts of state authority.

### *Damages caused by nuclear power*

A.2.9.5 No insurance coverage is provided for damages caused by nuclear energy.

## B. Start of contract and provisional insurance coverage

The insurance contract is concluded when we accept your application. This usually occurs upon receipt by you of the insurance policy.

### B.1 When does insurance coverage begin?

The insurance coverage only begins if you have paid the first premium stated in your insurance policy, but not before the agreed date. If you do not pay the initial or onetime premium on a timely basis, the consequences will be determined in accordance with C.1.2 and C.1.3.

### B.2 Provisional insurance coverage

Before the premium is paid, you have provisional insurance coverage in accordance with the following provisions:

#### *Motor vehicle liability insurance*

**B.2.1** If we provide you insurance confirmation or if we give you an insurance confirmation number in the case of electronic insurance confirmation, you will have provisional insurance coverage under the motor vehicle liability insurance at the agreed time, at the latest from the day on which the vehicle is registered using the insurance confirmation. If the vehicle has already been registered to you, the provisional insurance coverage begins at the agreed time.

#### *Comprehensive Insurance*

**B.2.2** Comprehensive Insurance only provides you with provisional insurance coverage if we have expressly agreed to this. Insurance coverage begins at the agreed time. The agreement on the Collision Insurance on the insurance policy shall be considered to be approval.

#### *Transition from provisional to final insurance coverage*

**B.2.3** As soon as you have paid the initial or onetime premium according to C.1.1.1, the provisional insurance coverage is transferred to final insurance coverage.

#### *Retroactive lapse of provisional insurance coverage*

**B.2.4** The provisional insurance cover shall lapse retroactively if

- We have accepted your application without any changes and
- You have not paid the initial or onetime premium (i.e. within 14 days at the latest) without delay within two weeks following receipt of the

insurance policy.

- The cheque that you have issued to us cannot be cashed due to insufficient funds.

In such case, you will have no insurance coverage from the beginning. This only applies if you are responsible for the late payment.

#### *Cancellation of provisional insurance coverage*

**B.2.5** You and we are entitled to cancel the provisional insurance coverage at any time. Our cancellation shall only become effective after two weeks from your receipt of the notice of cancellation.

#### *Termination of provisional insurance coverage by revocation*

**B.2.6** If you cancel the insurance contract in accordance with § 8 of the German Insurance Contract Act, the provisional insurance coverage ends upon our receipt of your revocation declaration.

#### *Premium for provisional insurance coverage*

**B.2.7** For the period of provisional insurance coverage, we are entitled to a portion of the premium corresponding to the term of the policy.

## C. Payment of premiums

### C.1 Payment of the initial or onetime premium

#### *Prompt payment*

**C.1.1** The initial or onetime premium specified in the insurance policy is due within 14 days after receipt of the insurance policy. You then must pay this premium immediately (i.e. within 14 days at the latest).

#### *Late payment*

**C.1.2** If you do not pay the initial or onetime premium on a timely basis, you will not have insurance coverage from the beginning, unless you are not responsible for the nonpayment or late payment. However, if you are not responsible for the late payment, insurance coverage does not commence until the premium has been paid.

**C.1.3** In addition, we can withdraw from the contract as long as the premium has not been paid. We may not withdraw if you are not responsible for the nonpayment. After withdrawal we can demand a transaction fee from you. This totals 10% of the annual premium for each month or part thereof from the requested commencement of insurance coverage until our withdrawal, but not more than 40% of the

annual premium.

## C.2 Payment of the subsequent premium

### *Prompt payment*

**C.2.1** A subsequent premium is due and payable at the time specified in the insurance policy or in the premium invoice.

### *Late payment*

**C.2.2** If you do not pay a subsequent premium on a timely basis, we will ask you in writing to pay the outstanding premium plus the expenses arising from the delay (costs and interest) within two weeks of receipt of our request.

**C.2.3** If a claim event occurs after the two week payment period has expired and the premiums have not yet been paid, you do not have insurance coverage. However, we are obligated to pay the benefit if you are not responsible for the nonpayment.

**C.2.4** If you are still in arrears with the payment of these premiums after the two week payment period has expired, we may terminate the contract with immediate effect. Our cancellation shall not be effective if you pay these premiums within one month of receipt of the notice of cancellation. If we have given notice of cancellation together with the reminder, the cancellation becomes invalid if you pay within a month after the payment period stated in the reminder has expired.

You do not have insurance coverage for claim events that occur after expiry of the two week payment deadline until your payment. Insurance coverage is only available again for claims after your payment.

## C.3 Late payment when changing vehicles

If you insure a different vehicle instead of your previously insured vehicle with us (change of vehicle), we will apply the more favourable rules for you under C.2.2 to C.2.4 to the new contract, if the initial or onetime premium is not paid in time. In addition, we will not make use of the retroactive expiry of the provisional insurance coverage in accordance with B.2.4. The following prerequisites must be met for this:

- No more than six months have passed between the end of the insurance of the previous vehicle and the beginning of the insurance of the other vehicle,

- Vehicle type and intended use of the vehicles are the same.

If we terminate the insurance relationship due to non-payment, we may charge you a transaction fee in accordance with C.1.3.

## C.4 Payment period

You must pay the premiums for your insurance in accordance with the agreed payment period. The payment period is the insurance period according to § 12 of the German Insurance Contract Act. The payment period you have agreed with us can be found in your insurance policy. The term of the contract, which may differ from the payment period, is regulated in section G.

## C.5 Obligation to pay premiums in case of subsequent liability in motor vehicle liability insurance

If we remain obligated to provide benefits with respect to third parties in motor vehicle liability insurance under section 117 (2) of the German Insurance Contracts Act despite termination of the insurance contract, we are entitled to the premium for the period of this obligation. Our rights under section 116 (1) of the German Insurance Contract Act remain unaffected.

## D. Your obligations when using the vehicle and consequences of a breach of obligations

### D.1 What obligations do you have when using the vehicle?

#### D.1.1 For all types of insurance

##### *Use only for the agreed purpose*

D.1.1.1 The vehicle may only be used for the purpose stated in the insurance contract.

##### *Use only by the authorised driver*

D.1.1.2 The vehicle may only be used by an authorised driver. An authorised driver is a person who uses the vehicle with the knowledge and consent of the authorised person. In addition, you, the operator or owner of the vehicle, may not knowingly allow the vehicle to be used by an unauthorised driver.

##### *Driving only with a driving licence*

D.1.1.3 The driver of the vehicle may use the vehicle on public roads or spaces only with the necessary driving licence. In addition, you,



the operator or owner of the vehicle, may not allow the vehicle to be used by a driver who does not have the necessary driving licence.

#### *Unapproved races*

D.1.1.4 The vehicle may not be used for driving events involving the attainment of maximum speed (races). This shall also apply to the corresponding trial runs. Note: Officially approved races are excluded from insurance coverage in motor vehicle liability insurance and Collision Insurance in accordance with A.1.5.2, A.2.9.2.

### **D.1.2 Also included in motor vehicle liability insurance**

#### *Alcohol and other intoxicants*

The vehicle may not be driven if the driver is unable to drive the vehicle safely because of the consumption of alcoholic beverages or other intoxicants.

In addition, you, the operator or owner of the vehicle, may not allow the vehicle to be used by a driver who is unable to drive the vehicle safely because of the consumption of alcoholic beverages or other intoxicants.

Note: In the case of Collision Insurance as well, there is no insurance coverage or limited insurance coverage for such trips according to A.2.9.1.

### **D.2 What are the consequences of a noncompliance with these obligations?**

#### *Exemption from coverage or reduction of benefits*

**D.2.1** If you intentionally breach one of your obligations regulated in D.1, you have no insurance coverage. If you are grossly negligent in failing to comply with your obligations, we shall be entitled to reduce our benefits in proportion to the seriousness of your negligence. If you can prove that you were not grossly negligent in your failure to comply with the obligation, insurance coverage remains in place.

In the event of a violation of the obligation in motor vehicle liability insurance under D.1.2 sentence 2, we shall not be released from the obligation to provide benefits to you, the operator or the owner, insofar as you, the operator or owner as the vehicle occupant who did not drive the vehicle, have suffered personal injury.

**D.2.2** In derogation of D.2.1, we are obligated to pay benefits if the breach of obligation is not the cause of the insured event or the scope of our obligation to pay compensation. This does not apply if you are fraudul-

ently in noncompliance with your obligation.

#### *Restriction in exemption from coverage in motor vehicle liability insurance*

**D.2.3** In motor vehicle liability insurance, the exemption from coverage or reduction of benefits resulting from D.2.1 shall be limited to a maximum of EUR 5,000.00 per insured person visàvis you and coinsured persons. In addition, the minimum insured amounts applicable in Germany shall apply instead of the agreed insured amounts.

Sentences 1 and 2 shall apply mutatis mutandis if we are completely or partially exempted from the obligation to provide benefits due to an increased risk you have incurred (§§ 23, 26 German Insurance Contract Act).

**D.2.4** We are completely exempt from the obligation to pay benefits or a driver who obtains the vehicle through an intentional crime (e.g. theft).

## **E. Your obligations in the event of a claim and consequences of a breach of obligations**

### **E.1 What obligations do you have in the event of a claim?**

#### **E.1.1 For all types of insurance**

##### *Duty of notification*

E.1.1.1 You must notify us immediately of any claim that could result in us paying benefits, i.e. usually within one week.

E.1.1.2 If the police, the public prosecutor's office or any other authority investigates in connection with the claim, you are obligated to inform us immediately. This also applies if you have already notified us of the claim.

##### *Information obligation*

E.1.1.3 You must do everything necessary to clarify the insured event and the extent of our obligation to pay benefits. In particular, you must observe the following obligations:

- You must not leave the scene of the accident without making the legally required findings possible and observing the legally required waiting time (leaving the scene of an accident).
- You must answer our questions about the circumstances of the claim, the

extent of the damage and our obligation to perform truthfully and completely. We may require you to reply to us in writing.

- You must provide us with the evidence requested, insofar as it can reasonably be expected of you to obtain it.
- You must comply with our instructions for clarifying the damage, insofar as this is reasonable for you.
- You must enable us to investigate the circumstances of the claim and our obligation to pay benefits, insofar as it is reasonable for you.

#### *Damage mitigation obligation*

If possible, you are obligated to take care of averting and minimising the damage when it occurs.

In doing so, you must comply with our instructions insofar as it is reasonable for you to do so.

### **E.1.2 Also included in motor vehicle liability insurance**

#### *For outofcourt claims*

E.1.2.1 If claims are asserted against you, you are obligated to inform us immediately, i.e. as a rule within one week after the assertion of the claim.

#### *Notification of minor damage*

E.1.2.2 If you settle or want to settle property damage that is expected to be no more than EUR 500, you must notify us in the event of a claim only if you are unable to do so.

#### *For claims asserted in court*

E.1.2.3 If a claim against you is asserted in court (e.g. lawsuit, dunning), you must notify us immediately.

E.1.2.4 You must leave the conduct of the lawsuit to us. We are entitled to appoint a lawyer on your behalf. You must provide the lawyer with a power of attorney and all the necessary information as well as any requested documents..

#### *In case of impending deadline*

E.1.2.5 If you have not received any instructions from us at the latest two days before the expiry of the deadline, you must lodge the requisite appeal (e.g. objection) against a

reminder or decision of an authority in due time.

### **E.1.3 Also included in Comprehensive Insurance**

#### *Notification of the insured event in case of theft of the vehicle*

E.1.3.1 In the event of theft of the vehicle or coinsured parts, you are obligated, in derogation of E.1.1.1.1, to notify us of this in writing without delay.

#### *Obtaining our instructions*

E.1.3.2 Before commencing the recovery or repair of the vehicle or insured parts, you must obtain our instructions, insofar as the circumstances permit. You must comply with our instructions, insofar as this is reasonable for you.

#### *Police report*

E.1.3.3 In the event of damage caused by theft, fire or wild game, you are obligated to notify the police immediately.

### **E.2 What are the consequences of a noncompliance with these obligations?**

#### *Exemption from or reduction of benefits*

E.2.1 If you intentionally breach one of your obligations regulated in E.1.1 to E.1.3, you have no insurance coverage. If you are grossly negligent in failing to comply with your obligations, we shall be entitled to reduce our benefits in proportion to the seriousness of your negligence. If you can prove that you were not grossly negligent in your failure to comply with the obligation, insurance coverage remains in place.

E.2.2 In derogation of E.2.1, we are obligated to pay benefits if you prove that the breach of obligation was not the cause of either the determination of the insured event or the determination or the scope of our obligation to pay compensation. This does not apply if you are fraudulently in noncompliance with your obligation.

#### *Restriction in exemption from coverage in motor vehicle liability insurance*

E.2.3 In motor vehicle liability insurance, the exemption from coverage or reduction of benefits resulting from D.2.1 shall be limited to a maximum of EUR 2,500.00 per insured person visàvis you and coinsured persons.

**E.2.4** The exemption from providing coverage extends to an amount of a maximum of EUR 5,000.00 in each case if you

- intentionally and
- in a particularly serious manner

violate the duty to provide information or to minimise damage in accordance with E. 1.1.3 and E. 1.1.4. This is the case, for example, in the event of unauthorised leaving the scene of the accident site despite personal injury or serious damage to property

*Complete exemption from coverage in motor vehicle liability insurance*

**E.2.5** If you violate your obligations with the intention of obtaining an unlawful financial advantage for yourself or another person, we shall be completely exempt from our obligation to provide coverage with regard to the financial advantage obtained.

*Special features in motor vehicle liability insurance in legal disputes*

**E.2.6** If you violate your obligations under

- E.1.2.1 (notification of outofcourt claims),
- E.1.2.3 (notification of claims asserted in court) or
- E.1.2.4 (litigation by us)

and this results in a legally binding decision which far exceeds the scope of the compensation owed in accordance with the circumstances and the law:

- In the event of deliberate violation, we shall be released from our obligation to perform in respect of the excess amount to be paid by us.
- In the event of grossly negligent violation, we shall be entitled to reduce our payment with regard to this additional amount in proportion to the seriousness of your fault.

*Minimum insurance amounts*

**E.2.7** If you violate your obligations under E.1.1 and E.1.2 in motor vehicle liability insurance, the minimum insurance amounts applicable in Germany shall apply instead of the agreed insurance amounts..

## **F. Rights and obligations of coinsured persons**

*Obligations of coinsured persons*

**F.1** For coinsured persons, the rules regarding your duties apply *mutatis mutandis*.

*Exercise of rights*

**F.2** The exercise of the rights of the coinsured

**persons under the insurance contract is only available to you as the policyholder, unless otherwise specified. Other provisions are:**

- Asserting claims in motor vehicle liability insurance in accordance with A.1.2.

*Effects of a breach of obligations on coinsured persons*

**F.3** **If we are exempt from the obligation to pay benefits to you, this shall also apply to all coinsured persons.**

An exception to this rule applies in motor vehicle liability insurance:

We can only invoke the exemption from benefits against coinsured persons if

- the circumstances underlying the exemption from benefits are present in the coinsured person, or
- these circumstances were known to the coinsured person or were not known as a result of gross negligence.

If we are obligated to pay benefits, the legal minimum insurance amounts applicable in Germany shall apply instead of the agreed insurance amounts. The same shall apply *mutatis mutandis* if we still provide benefits to the injured third party despite termination of the insurance relationship. Recourse against you remains in these exceptional cases.

## **G. Term and termination of the contract, sale of the vehicle, elimination of risk**

**G.1** **What is the term of the insurance contract?**

*Term of contract*

**G.1.1** The term of your contract is determined by your insurance policy.

*Contracts with a term of less than one year*

**G.1.2** If the term is expressly agreed for less than one year, the contract ends at the agreed time without any notice of termination being required.

**G.2** **When and for what reason can you terminate the insurance contract?**

*Termination at the end of the insurance year*

**G.2.1** You can terminate the contract at the end of the insurance year. The termination shall only be effective if it is received by us at least one month before its expiry.

*Cancellation of provisional insurance coverage*  
**G.2.2** You are entitled to cancel any provisional insurance coverage. The termination shall become effective immediately.

*Cancellation after a claim event*  
**G.2.3** You may terminate the contract after the occurrence of a claim event. The termination must be received by us within one month after the end of the negotiations on compensation or within one month after we have acknowledged or wrongly refused our obligation to pay benefits in motor vehicle liability insurance. The same applies if we issue instructions to you in the motor vehicle liability insurance to have a thirdparty claim brought in a legal dispute. You may also terminate the contract in motor vehicle liability insurance up to one month after the legal validity of the judgement given in the dispute with the third party.

**G.2.4** You can determine whether the termination is to take effect immediately or at a later date, at the latest, however, at the end of the contract.

*Cancellation in the event of sale or compulsory auction of the vehicle*  
**G.2.5** If you sell the vehicle or if it is forcibly auctioned, the contract is transferred to the buyer in accordance with G.7.1 or G.7.6. The buyer is entitled to terminate the contract within one month after the purchase. If the buyer is not aware of the existence of the insurance, the period of notice begins to run only from the time he/she acquires such knowledge. The buyer may determine whether the contract ends with immediate effect or at the latest on expiry of the contract.

**G.2.6** If the buyer takes out new insurance for the vehicle and submits an insurance confirmation to the registration authority, this shall automatically be considered as termination of the transferred contract. The termination shall become effective at the start of the new insurance.

*Cancellation in case of premium increase*  
**G.2.7** If we increase the premium due to our premium adjustment right under J.1, you can terminate the contract within one month of receiving our notification of the premium increase. The termination is effective immediately, but at the earliest at the time when the premium increase would have taken effect. We will inform you of the increase in premium no later than one month before it becomes effective and advise you of your right of termination.

*Cancellation in the event of a change in vehicle use*  
**G.2.8** If the type and use of the vehicle changes under K.5 and the premium increases by more than 10% as a result, you can terminate the contract within one month of receiving our notification without notice.

*Termination in the event of a change in conditions*  
**G.2.9** If we make use of our right to adjust the terms and conditions under N, you may terminate the contract within six weeks of receipt of our notification of the adjustment. The termination is effective immediately, but at the earliest at the time when the change to the terms and conditions takes effect. We will inform you of the change no later than six weeks before it becomes effective and advise you of your right of termination.]

### **G.3 When and for what reason can we terminate the insurance contract?**

*Termination at the end of the insurance year*  
**G.3.1** We can terminate the contract at the end of the insurance year. The termination shall only be effective if it is received by you at least one month before its expiry.

*Cancellation of provisional insurance coverage*  
**G.3.2** We are entitled to cancel any provisional insurance coverage. The cancellation shall only become effective after two weeks from your receipt of the notice of cancellation.

*Cancellation after a claim event*  
**G.3.3** We may terminate the contract after the occurrence of a claim event. The termination must be received by you within one month after the end of the negotiations on compensation or within one month after we have acknowledged or wrongly refused our obligation to pay benefits in motor vehicle liability insurance. The same applies if we issue instructions to you in the motor vehicle liability insurance to have a thirdparty claim brought in a legal dispute. We may also terminate the contract in motor vehicle liability insurance up to one month after the legal validity of the judgement given in the dispute with the third party. Our termination shall take effect one month after receipt by you.

*Termination in case of nonpayment of the subsequent premium*  
**G.3.4** If you have not paid an outstanding subsequent premium plus costs and interest within the two week period despite our request for payment in accordance with C.2.2, we may terminate the contract with immediate effect. Our cancellation shall not be effective if

you pay these premiums within one month of receipt of the notice of cancellation (see also C.2.4).

*Termination in case of violation of your obligations when using the vehicle*

- G.3.5** If you have violated one of your obligations when using the vehicle pursuant to D, we may terminate the contract with immediate effect within one month after we become aware of the breach of obligation. This does not apply if you prove that you have not violated the obligation either intentionally or through gross negligence.

*Cancellation in the event of a change in vehicle use*

- G.3.6** If the type or use of the vehicle changes pursuant to the annex, we may terminate the contract with immediate effect. If you can prove that the change is not intentional or due to gross negligence, the termination will take effect one month after your receipt.

*Cancellation in the event of sale or compulsory auction of the vehicle*

- G.3.7** In the event of sale or compulsory auction of the vehicle in accordance with G. 7, we may terminate the agreement with the buyer. We must give notice of termination within one month from the time we become aware of the sale or compulsory auction. Our termination shall take effect one month after receipt by the buyer.

**G.4 Termination of individual insurance types**

- G.4.1** The motor vehicle liability insurance and Comprehensive Insurance are legally independent contracts. The termination of one of these contracts does not affect the continued existence of others.

- G.4.2** You and we are entitled to terminate all of the motor vehicle insurance for the vehicle in the event of a reason for termination of one of these contracts.

- G.4.3** If we terminate more than one contract for the vehicle, you can extend the termination to all of the vehicle insurance. For this purpose, you must inform us within two weeks after receipt of our notice of termination that you do not agree to the continuation of the other contracts. Accordingly, we have the right to terminate all of the motor vehicle insurance if you cancel only one contract out of multiple contracts.

- G.4.4** G.4.1 and G.4.2 shall apply mutatis mutandis if more than one vehicle is insured in one contract.

**G.5 Receipt of the notice of termination**

A termination shall only be effective if it is received by you within the relevant deadline.

**G.6 Premium settlement after termination**

In the event of termination before the end of the insurance year, we shall be entitled to a pro rata share of the premium attributable to the period of insurance coverage.

**G.7 What must be taken into account when selling the vehicle?**

*Transfer of insurance coverage to the buyer*

- G.7.1** If you sell your vehicle, the insurance coverage is transferred to the buyer.

- G.7.2** We are entitled and obligated to adjust the premium in accordance with the information provided by the buyer, which is determined in accordance with his/her claims history to date. The new premium shall apply from the day following the transfer of insurance coverage.

- G.7.3** We can claim the premium for the current payment period either from you or the buyer.

*Notification of sale*

- G.7.4** You and the buyer are obligated to notify us immediately of the sale of the vehicle. If the notification is not made, there is a risk of loss of insurance coverage under the conditions of § 97 of the German Insurance Contract Act.

*Termination of the contract*

- G.7.5** In the event of sale, the buyer may terminate the contract in accordance with G.2.5 and G.2.6 or we may terminate the contract in accordance with G.3.7. In that case, we can only claim the premium from you.

*Compulsory auction*

- G.7.6** Rules G.7.1 to G.7.5 shall apply mutatis mutandis if your vehicle is subject to compulsory auction.

**G.8 Elimination of risk (e.g. by scrapping of the vehicle)**

If the insured risk is definitively terminated, we are entitled to the premium until we become aware of the elimination of risk.

## H. Decommissioning, seasonal registration number, trips with unstamped licence plates

### H.1 What must be taken into account when decommissioning the vehicle?

#### *Suspended insurance*

**H.1.1** If the insured vehicle is decommissioned and reregistered at a later date, this does not terminate the contract.

**H.1.2** The contract is transferred to a premiumfree suspended insurance policy if the registration authority informs us of the decommissioning. This does not apply if the decommissioning is for less than two weeks or if you request the unlimited continuation of the previous insurance coverage.

**H.1.3** The rules in accordance with H.1.1 and H.1.2 do not apply to vehicles with an insurance number (e.g. mopeds), caravan trailers or for contracts with an expressly shorter contract duration than one year.

#### *Scope of the suspended insurance*

**H.1.4** With the suspended insurance, we grant you limited insurance coverage during the period of decommissioning. The suspended insurance includes

- motor vehicle liability insurance,
- Comprehensive Insurance, if the vehicle was covered by Comprehensive Insurance or Collision Insurance at the time of decommissioning.

#### *Your obligations with regard to suspended insurance*

**H.1.5** During the period of the suspended insurance, you are obligated to park the vehicle

- in a parking space (e.g. an individual or shared garage) or
- in an enclosed parking space (e.g. enclosed by fence, hedge, wall)

not merely on a temporary basis. You may not use the vehicle outside these premises. If you violate your obligations, we are exempt from payment of benefits under the conditions specified in D.2.

#### *Reregistration*

**H.1.6** If the vehicle is reregistered (end of decommissioning), the original insurance coverage resumes.

#### *End of contract and suspended insurance coverage*

**H.1.7** The contract and thus also the suspended insurance coverage ends at the latest on expiry of the contract after the vehicle has been decommissioned, without

any notice of termination being required.

**H.1.8** If you reregister the vehicle with a confirmation of insurance from another insurer during the existence of the suspended insurance, we have the right to continue the contract and to ask the other insurer to cancel the contract.

## H.2 Trips with unstamped licence plates

#### *Insurance coverage in motor vehicle liability insurance*

**H.2.1** In motor vehicle liability insurance, there is also insurance coverage for registration drives with unstamped licence plates. This does not apply to trips for which a red licence plate or a shortterm licence plate must be registered.

#### *What are registration drives?*

**H.2.2** Registration drives are trips in connection with the registration procedure. These are:

- trips to the registration office for affixing the stamp sticker and trips to carry out a general inspection or a safety inspection within the competent registration district and an adjoining district with unstamped licence plates, if the registration authority has previously granted such an approval.
- Trips after removal of the stamp sticker with the previously assigned licence plate until the end of the day the vehicle is decommissioned.

## I. Noclaims discount system

### I.1 Noclaims bonus rate classification

#### I.1.1 Noclaims bonus rate classification

##### AAP rates

**I.1.1.1** After one year in which the policyholder has demonstrably not caused claims either under motor vehicle liability insurance coverage or Collision Insurance coverage, the insured person is classified in rate group 1.

##### AT rates

**I.1.1.2** Years without claims are not considered.

#### I.1.2 Reclassification in the event of a claim under the contract

##### AAP rates

**I.1.2.1** If there have been claims in the framework of your contract during a calendar year, it will be assigned to rate group 0 when you enter into a new contract.

I.1.2.2 In the event of a claim, a surcharge of 20% is levied on the respective rate premium for each insurance year.

I.1.2.3 In the event of two or more claims per insurance year, a surcharge of 50% is levied on the respective rate premium.

#### AT rates

I.1.2.4 In the event of a claim, a surcharge of 30% is levied on the respective rate premium for each insurance year.

I.1.2.5 In the event of two or more claims per insurance year, a surcharge of 70% is levied.

I.1.2.6 It is no longer possible to issue a Collision Insurance policy in the following year in the event of two or more claims per insurance year.

## I.2 What do no claims under the contract and claims under the contract mean?

### I.2.1 No claims under the contract

I.2.1.1 There are no claims under the contract under the following conditions:

- The insurance coverage has been in place uninterrupted from the beginning to the end of an insurance year, and
- During this period, no claim event was reported to us for which we had to pay compensation or make provisions. This does not include costs for experts, legal advice and litigation.

I.2.1.2 Despite notification of a damage event, the contract shall be deemed to be free of claims if one of the following conditions is met:

- a. We pay compensation or make provisions:
  - only on the basis of agreements between insurance companies or with social security institutions, or
  - due to the obligation to pay compensation due to multiple insurance policies. This does not apply to sidecars.
- b. We reverse provisions for the claim event in the three calendar years following notification of the loss without compensation.
- c. The party responsible for the damage or its liability insurance will fully reimburse us for our compensation.
- d. We pay compensation in Collision Insurance or create provisions for a claim

event covered by Collision Insurance.

e. You only make use of your Collision Insurance because

- a person with legally prescribed liability insurance is fully liable for the claim event,
- however, you have no claim against the liability insurer because it has completely or partially failed to provide insurance coverage.

## I.2.2 Claims under the contract

I.2.2.1 There is a claim under the contract if you report one or more claim events to us during a calendar year for which we have to pay compensation or make provisions.

I.2.2.2 If the contract is considered to be free of claims in spite of a claim report, but if we pay compensation or make provisions for this claim in a subsequent calendar year, we will reclassify your contract on January 1 of the following calendar year.

## I.3 How to avoid reclassification in motor vehicle liability insurance

You can avoid reclassification in your motor vehicle liability insurance if you reimburse us for our compensation voluntarily, i.e. without any contractual or statutory obligation.

In order to give you the opportunity to do so, we will inform you of the amount of our compensation after the settlement of the claim has been completed. The condition for this is that our compensation does not exceed EUR 500.

If you reimburse us for the compensation within six months of our notification, your motor vehicle liability insurance contract will be treated as free of claims.

Haben wir Sie über den Abschluss der Schadenregulierung und über die Höhe des Erstattungsbetrags unterrichtet und müssen wir eine weitere Entschädigung leisten, führt dies nicht zu einer Erhöhung des Erstattungsbetrags.

## I.4 Transfer of a claims history

### I.4.1 In which cases is a claims history assumed?

The claims history of another contract even if it has been concluded with another insurer will be transferred to the contract of the insured vehicle in the

following cases:

*Change of vehicle*

I.4.1.1 You have acquired the insured vehicle instead of another vehicle.

#### I.4.2 What are the conditions for the transfer?

The following conditions apply for the transfer of a claims history:

*Vehicle group*

The vehicles between which the claims history is transferred belong to the same vehicle group to which it is transferred.

Vehicle group:

Passenger vehicles, light motorcycles, campers, delivery vans, forklifts, ambulances and hearses.

*Joint transfer of the claims history in motor vehicle liability and Collision Insurance*

We assume the claims history in motor vehicle liability insurance and in Collision Insurance together.

This does not apply if the policyholder terminates the Collision Insurance from another existing contract in order to take advantage of the claims history for the insured vehicle.

#### I.4.3 How does an interruption of insurance cover affect the claims history?

*In the year of transfer*

I.4.3.1 After an interruption of insurance coverage (discontinuation of insurance coverage, termination of contract, sale, elimination of risk), the following applies:

- a. If the interruption lasts a maximum of six months, we will assume responsibility for the claims history as if the insurance coverage had not been interrupted.
- b. If the interruption lasts more than six months and a maximum of twelve months, we will assume responsibility for the claims history as it existed before the interruption.

If, in addition to a reclassification due to an interruption of more than one year, a reclassification due to a claim report must take place simultaneously, the following applies: First, the reclassification due to the claim is carried out, then the reclassification due to the interruption.

*In the year following transfer*

I.4.3.2 In the calendar year following the transfer,

the classification of the contract is based on its claims history and on how long the insurance coverage lasted in the calendar year of the transfer:

- a. If the insurance coverage lasted for at least six months in the calendar year of the transfer, the contract is classified according to its history as if it had existed for a full calendar year.
- b. If the insurance coverage lasted less than six months in the calendar year of the transfer, the contract will not be reclassified in spite of the fact that there were no claims.

### I.5 Information on the claims history

I.5.1 We are entitled to obtain the following information from the previous insurer when assuming a claims history:

- type and use of the vehicle,
- start and end of the contract for the vehicle,
- claims history of the vehicle in motor vehicle liability and Collision Insurance,
- interruptions in the insurance coverage of the vehicle which have not yet affected its final reclassification,
- whether provisions for a claim event have been reversed within three years of their formation, without any payments having been made, and
- whether you or another insurer have already been provided with relevant information.

I.5.2 If, after termination of your contract, you insure your vehicle with another insurer in motor vehicle liability insurance and Collision Insurance, we are entitled and obligated to provide this insurer information on your contract and the insured vehicle in accordance with I.5.1 on request.

Our information relates only to the actual claims history. Special classifications are not considered.

### J. Change in premium due to legal changes in rates

#### J.1 Legal changes to the scope of benefits in motor vehicle liability insurance

In motor vehicle liability insurance, we are entitled to increase the premium as soon as we are obligated by law, a regulation or an EU guideline to increase the scope of benefits or the insured amounts.



## K. Disagreements and legal venues

### K.1 If you are not satisfied with us

#### *Insurance supervisory authority*

**K.1.1** If you are not satisfied with our support or if there are disagreements regarding the execution of the contract, you can also contact the supervisory authority responsible for us.

Commissariat aux Assurances  
7 Boulevard Joseph II  
L1840 Luxembourg  
Tel.: 00352 22 69 11 1  
Fax: 00352 22 69 10  
Email: caa@caa.lu

And for our business activities in Germany, the

Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin)  
Insurance Division  
Graurheindorfer Straße 108  
53117 Bonn, Germany  
EMail: poststelle@bafin.de  
Tel.: 0228 41080, Fax: 0228 4108 691550

Please note that the BaFin is not an arbitration body and that individual disputes cannot be settled in a binding manner.

#### *Legal action*

**K.1.2** This shall not affect the possibility of taking legal action.

Note: In the event of disagreement on the amount of damage in Collision Insurance, you can also use the expert opinion procedure in accordance with A.2.6.

### K.2 Legal venues

#### *If you bring legal action against us*

**K.2.1** You can assert claims arising from your insurance contract at the following courts in particular:

- the court of jurisdiction for your place of residence,
- the court of jurisdiction for our place of business,
- Claims arising from motor vehicle liability claims may also be asserted in court or out of court against our German representative we named for you in section 2 of the General Contractual Information for Motor Vehicle Insurance and in the insurance policy with effect for and against us.

#### *If we bring legal action against you*

**K.2.2** We can assert claims arising from the insurance con-

tract at the following courts in particular:

- the court of jurisdiction for your place of residence,
- the court of the place where the registered office or branch of your business is located, if you have concluded the insurance contract for your business or professional operation.

*You have relocated your domicile or registered office abroad*

**K.2.3** In the event that you have relocated your domicile, registered office or habitual abode outside of Germany or your domicile, registered office or habitual abode is not known at the time of bringing an action, the court with jurisdiction for our place of business shall be deemed to have agreed upon in derogation from the provisions of L.2.2.

## [Annex: type and use of vehicles]

### 1. Light motorcycles

Light motorcycles are motorcycles and scooters with a cylinder capacity of more than 50 cc and not more than 125 cc and a rated power of not more than 11 kW.

### 2. Motorcycles

Motorcycles are all motorcycles and scooters which must have an official registration number, with the exception of light motorcycles.

### 3. Passenger vehicles

Passenger vehicles are motor vehicles registered as passenger cars, with the exception of rental cars, taxis and selfdrive rental vehicles.

### 4. Trailers

An unpowered road vehicle designed to be towed by a motor vehicle.

### 5. Rental vehicles

Rental vehicles are passenger cars requiring authorisation, with unscheduled service and operated on a commercial basis (excluding taxis, coaches, freight vehicles and selfdrive rental vehicles).

### 6. Taxis

Taxis are passenger vehicles that the operator has at its disposal in officially authorised places and with which it carries out transport orders including at the place of business or during the trip to a destination determined by the passenger.

### 7. Selfdrive rental vehicles

Selfdrive rental vehicles are motor vehicles and

trailers rented for commercial purposes without the provision of a driver.

**8. Leased vehicles**

Leased vehicles are motor vehicles and trailers which are leased for commercial purposes without the provision of a driver and which are registered to the lessee or, if they are registered to the lessor, are leased to the lessee by contract for at least six months.

**9. Coaches**

Coaches are motor vehicles and trailers which, depending on their design and equipment, are suitable and intended for the transport of more than nine persons (including drivers).

9.1 Scheduled services are regular services provided between specific departure and arrival points, where passengers can board and disembark at certain stops, and transport which, excluding other passengers, serves the regular transport of passengers to visit markets and theatres.

9.2 Unscheduled services include excursions and holiday destination trips as well as coach services.

9.3 Not covered by 10.1 or 10.2 are other buses, in particular hotel buses, factory buses, school, teaching and hospital buses.

**10. Caravans**

Caravans are motor homes that are registered as other motor vehicles.

**11. Industrial transport**

Industrial transport is the carriage of goods by motor vehicles, trailers and semitrailers for use only by the personnel of an enterprise or personnel made available to the enterprise under a contractual obligation.

**12. Commercial freight transport**

Commercial freight transport is the commercial, paid transport of cargo by motor vehicles, trailers and semitrailers for third parties.

**13. Removal services**

Removal services are the exclusive transport of items to be removed.

**14. Swap bodies**

Swap bodies are bodies of motor vehicles, trailers and semitrailers intended for the carriage of cargo and which can be replaced by means of mechanical devices on these vehicles.

**15. Agricultural tractors**

Agricultural tractors or trailers are tractors and caterpillar tractors or trailers which are exempt from motor vehicle tax because of their use in agriculture and forestry and which have an official green licence plate.

**16. Milk trucks and milk collection tanker trucks**

Milk trucks and milk collection tanker trucks are vehicles with mechanical milk extraction devices for transporting milk from pastures and farms to dairies in the catchment areas.

**17. Other agricultural specialpurpose vehicles**

Other agricultural specialpurpose vehicles are vehicles which are registered as specialpurpose vehicles for agriculture and forestry and which have an official green licence plate.

**18. Milk tank trucks**

Milk tank trucks are vehicles used to transport milk between dairies or from dairies to distributors or consumers. They are not classified as agricultural specialpurpose vehicles, but as freight vehicles.

**19. Powered industrial machines**

Powered industrial machines are vehicles designed and suitable for the performance of work not for the transport of persons or goods based on their design and their special equipment permanently attached to the vehicle, and which belong to a type of such vehicles designated by the German Federal Minister of Transport (e.g. selfloading equipment, excavators, grabbers, crane trucks and clearing and recovery vehicles, even if they are used for towing purposes).

**20. Delivery vans**

Delivery vans are motor vehicles registered as lorries with a maximum permissible vehicle weight of up to 3.5 tonnes.

**21. Lorries**

Lorries are motor vehicles with a maximum permissible vehicle weight of more than 3.5 tonnes.

**22. Tractor units**

Tractor units are motor vehicles designed exclusively or predominantly for towing trailers or semitrailers, with the exception of agricultural tractors.



**Baloise Assurances Luxembourg S.A.**

Registered office: 23, rue du Puits Romain, L-8070 Bertrange

R.C.S. Luxembourg B 68 065

Société Anonyme de droit luxembourgeois

Tel. : +352 290 190 - 777

[info@baloise.lu](mailto:info@baloise.lu)

[www.baloise.lu](http://www.baloise.lu)

# Data protection notice

We hereby inform you about the processing of your personal data by Bâloise Assurances Luxembourg S.A. and your rights under data protection law.

### 1. Person responsible for data processing

Data Protection Officer  
Bâloise Assurances Luxembourg  
23, rue du Puits Romain  
L-8070 Bertrange, Luxembourg  
+352 290 190-777

Our Data Protection Officer can be contacted using the contact details appearing above or via email at [dataprotection@baloise.lu](mailto:dataprotection@baloise.lu)

### 2. Purpose and legal basis of the data processing

We process your personal data in compliance with the EU General Data Protection Regulation (GDPR), the relevant provisions of the German Insurance Contract Act (VVG), the German Federal Data Protection Act (BDSG) and all other relevant laws. When you apply for insurance cover, we need the information you provide in order to conclude the contract and to assess the risk which we are to assume. We process this personal data in order to determine and assess the risk which we are to assume. If the insurance contract is concluded, we will process the data for the purposes of performing the contract, for example to issue the policy or invoices. We need information about the claim in order to check whether an insured loss has occurred. It will not be possible to conclude or execute the insurance contract without processing your data. We also need your personal data to compile insurance-specific statistics, e.g. to develop new tariffs or comply with regulatory requirements. We use the data of all contracts concluded with Bâloise Assurances Luxembourg S.A. to assess the overall customer relationship, for example to advise on contract amendments or additions, for goodwill decisions or to provide comprehensive information.

The legal basis for such processing of personal data for pre-contractual and contractual purposes is provided by Art. 6 (1) (b) GDPR. If special categories of personal data (e.g. your health data when concluding a life insurance contract) are required, we obtain your consent in accordance with Art. 9 (2) (a) in conjunction with Art. 7 GDPR. If we compile statistics with these data categories, this is done on the basis of Art. 9 (2) (j) GDPR in conjunction with Section 27 BDSG.

The purposes and legal basis mentioned also extend to test procedures for the development, implementation and control of the automated data processing methods used for this purpose.

We also process your data if required according to Art. 6 (1) (f) GDPR to protect our legitimate interests or those of third parties. This may be done in particular:

- to ensure IT security and IT operation,
- to promote our own insurance products and other

products of companies of the Bâloise Group and their co-operation partners and for market and opinion surveys,

- to prevent and investigate criminal offences, in particular to analyse data in order to detect irregularities that may indicate insurance fraud.

We also process your personal data in order to comply with legal obligations such as regulatory requirements, obligations to retain commercial and tax data, or our advisory duties. The legal basis for processing such data is provided by the relevant statutory provisions in conjunction with Art. 6 (1) (c) GDPR.

Should we wish to process your personal data for other purposes not mentioned above, we will inform you in advance.

### 3. Use of your e-mail address

If you inform us of your e-mail address in the course of a process, we will store it and may use it for further communication regarding the contract or claim in question, unless you object to such use.

We would also point out that we use your e-mail address, if you have given it to us, to advertise our own or similar insurance products. You may object to such use informally at any time without incurring any expense other than the cost of transmission at basic rates.

### 4. Categories of personal data recipients

#### Reinsurers:

We insure risks assumed by us with specialist insurance companies (reinsurers). For this purpose, it may be necessary to send your contract and any claim details to a reinsurer to enable them to form their own view of the risk or the insured event.

#### Intermediaries:

If you use the services of an intermediary for your insurance contracts, your intermediary will process the application, contract and claim data as necessary for the conclusion and performance of the contract.. Our company will also send this data to the intermediaries used by you, if they need the information to support and advise you on your insurance and financial affairs.

#### Data processing within the Group of companies:

Specialised companies or divisions of our Group of companies perform certain data processing tasks centrally for the companies affiliated to the Group. If an insurance contract exists between you and one or more companies in our Group, your data may be processed centrally by a company in the Group for central administration of address data, for telephone customer services, for processing contracts and services, for collection and disbursement of funds or for the common handling of mail, for example. In our list of service providers you will find the companies participating in centralised data processing.

**External service providers:**

To fulfil our contractual and legal obligations, we make use of external service providers in some cases.

A list of the contractors and service providers used by us, with whom we have business relationships not only of a temporary nature, as well as the companies in our Group that participate in centralised data processing, can you inquire under the email address [dataprotection@baloise.lu](mailto:dataprotection@baloise.lu).

**Other recipients:**

We may also pass your personal data to other recipients, such as public authorities, in order to comply with legal reporting requirements. These include the Financial Intelligence Unit (Zentralstelle für Finanztransaktionsuntersuchungen) in relation to the prevention of money laundering and the Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht, BaFin). If matches are found with sanctions lists, these are reporting to the Bundesbank.

**5. Data storage period**

We will delete your personal data once it is no longer needed for the above purposes. It is possible that personal data may be stored for the period in which claims can be asserted against our companies (statutory limitation periods range from three to thirty years). We will also store your personal data for as long as we are legally obliged to do so. This normally depends on legal obligations to provide evidence and keep records, which are regulated in the German Commercial Code, the Tax Code and the Money Laundering Act, among others. These specify storage periods of up to ten years.

**6. Rights of affected persons**

You can request information concerning the personal data stored about you from the above address. In addition, you may, under certain conditions, request the correction or deletion of your data. You may also be entitled to have the processing of your data restricted and to demand the surrender of data provided by you in a structured, common and machine-readable format.

**Right of objection**

You also have the right to object to the processing of your personal data for direct marketing purposes. Please address your advertising objection to [dataprotection@baloise.lu](mailto:dataprotection@baloise.lu)

If we process your data to protect legitimate interests, you can object to such processing if your particular situation means there are reasons why your data should not be processed. You can also exercise this right by contacting the above address.

**Right of complaint**

You have the option of submitting a complaint to the Data Protection Officer named above or to a data protection supervisory authority. The data protection supervisory authority responsible for our company is: Commission nationale pour la

protection des données (CNPD)

**7. Exchange of data with your previous insurer**

To enable us to check your details when concluding the insurance contract (e.g. to obtain a no-claims bonus in motor third-party liability insurance) or to check and if necessary supplement your details in the event of a claim, personal data may be exchanged with the previous insurer named by you in the application to the extent necessary.

**8. Credit checks**

Where necessary for the conclusion or performance of the contract, based on our legitimate interests, we request information from credit reference agencies to assess your solvency or general payment history. See our list of service providers for the credit reference agencies used by us.

**9. Data transfer to a third country**

If we transfer personal data to service providers outside the European Economic Area (EEA), such transfer will only take place if the European Commission has confirmed that the third country has an appropriate level of data protection, or if other appropriate data protection guarantees (e.g. binding internal company data protection regulations or EU standard contract clauses) are in place. Detailed information on this subject and regarding the level of data protection at our service providers in third countries can be found in our list of service providers. You can also request information using the contact information provided in paragraph 1.

**10. Automated individual decisions**

Based on the risk information provided by you, which we will consult you about when you submit your application, we will make a fully automated decision about the conclusion or termination of the contract, possible risk exclusions or the amount of insurance premium to be paid by you.

Based on the claim information provided by you and the data which we have stored relating to your contract, we will make a fully automated decision about our indemnity obligation.

The fully automated decisions are based on the company's predefined rules for weighting the information.

In the event of non-payment of the insurance premium, the contract will be automatically terminated in accordance with the relevant insurance conditions.

In the automated application checking process, in motor vehicle insurance we do not provide comprehensive insurance cover in the case of negative information (inability to pay, declaration under oath or insolvency proceedings – “hard hits”) and in third-party liability insurance we only provide insurance cover in the statutory minimum amount.

**Baloise Assurances Luxembourg S.A.**

Registered office: 23, rue du Puits Romain, L-8070 Bertrange

R.C.S. Luxembourg B 68 065

Société Anonyme de droit luxembourgeois

Tel. : +352 290 190 - 777

[info@baloise.lu](mailto:info@baloise.lu)

[www.baloise.lu](http://www.baloise.lu)



# Information sheet on insurance products

# Motor vehicle insurance

## Information sheet on insurance products

Insurer: **Bâloise Assurances Luxembourg S.A.**

Product: **Motor**

23, Rue du Puits Romain, L-8070 BERTRANGE

This summary of the main features of our motor insurance offers you an initial overview (not a complete presentation). Comprehensive information about the product – the “contract terms” – is provided in the insurance documents (contract declarations [quotation/application], insurance policy, additional agreements, consumer information and insurance conditions). Please note that this overview is no substitute for a personal consultation with your advisor or perusal of the contract terms.

### What is this type of insurance?

Motor vehicle insurance



#### What is insured?

- ✓ We offer various types of insurance for you to choose from (your insurance options may be limited depending on the insured risk):
  - Motor third-party and motor environmental damage insurance**
  - ✓ Pays out if the insured vehicle damages others. Covers legitimate claims.
  - ✓ Defends against unjustified claims.
  - ✓ Protects you from public-law claims under the Environmental Damage Act.
  - Comprehensive insurance**
  - ✓ Covers damage to your vehicle.
  - ✓ Insurance against e.g. theft, hail, storm or glass breakage.
  - ✓ Vandalism.
  - Collision Insurance**
  - ✓ In addition to comprehensive cover, also covers damage to your vehicle due to accident.
  - Sum insured**
  - ✓ The amount of the agreed sum insured per loss event can be found in your insurance policy.



#### What is not insured?

- Motor third-party and motor environmental damage insurance**
- ✗ Damage to your own vehicle.
- ✗ Claims that may be asserted against you without recourse to the Environmental Damage Act.
- Comprehensive insurance**
- ✗ Damage to your vehicle due to accident
- Collision Insurance**
- ✗ Damage to your vehicle due to wear and tear.



#### Are there any restrictions on cover?

- ! Not all possible cases are covered. For example, the following are excluded from the insurance cover:
  - ! Damage caused deliberately.
  - ! Damage occurring while taking part in approved races.
  - ! Damage to goods carried by the vehicle.



#### Where am I covered?

- ✓ You are covered within the geographical borders of Europe and in non-European territories subject to EU law.



## What are my obligations?

- Insurance premiums must be paid on time and in full.
- The questions contained in the quotation/application must be answered truthfully and fully.
- You must not drive under the influence of alcohol or drugs.
- The vehicle must not be driven on public roads without the requisite driving licence.

### In the event of a claim

- Notify us immediately of any claim.
- Help us to determine and settle the claim, e.g. by informing us immediately of any legal or official proceedings (e.g. collection proceedings or lawsuits) relating to damages claimed against you.
- Make sure that any appeal (e.g. opposition) in such proceedings is lodged in good time. We will then manage the case on your behalf and bear the costs. Provide the instructed lawyer with all necessary information and furnish the requested documents.



## When and how do I pay?

Premiums can be paid monthly, quarterly, semi-annually or annually, as agreed. You can also authorise us to debit the premium from your account. If you complete a SEPA direct debit mandate, please ensure that you have sufficient funds in your account.



## When does the cover start and end?

The contract is concluded for the period specified in the insurance policy. You can take out insurance for a maximum of one year.

The contract ends on the specified date without notice of termination being required.

The insurance cover is conditional on your having paid the first premium in full and on time. The first premium must be paid within 14 days of receipt of the policy. If we have granted you provisional insurance cover, this will change to the final insurance

cover once you have paid the first or single premium.



## How do I cancel the contract?

You or we may terminate the contract at the end of the contract term initially agreed and at the end of each renewal year. One month's notice is required.

In addition, you and we have further rights of termination. This includes the right for you or us to terminate the contract prematurely in the event of a claim.