

**GENERAL CONDITIONS FOR HOUSEHOLD CONTENTS INSURANCE
(VHB 84)**

§ 1 Insured Property

1. The entire household contents are insured, including all property serving as furnishing and fittings or for use of consumption, plus cash. There are limits of indemnity for valuables, inclusive of cash. (§ 19)
2. The following are also insured:
 - a) radio and television aerial installations as well as awnings, provided these articles are not being used to serve a number of residences or for business purposes.
 - b) property brought into the building which the policy holder has acquired or taken over on hire at his own cost and for which he bears the risk, particularly sanitary installations and water mains or pipes (feed and waste pipes).
 - c) canoes, rowing boats, collapsible boats and rubber dinghies, surfing equipment and kites; engines, however, are not insured.
 - d) working equipment and fixtures and fittings which are being used for the policy holder's profession or business or for that of a person living with him at the same residence. The restriction as per § 10 No. 2 sentence 3 is not affected.
3. The property specified under Nos. 1 and 2 is also insured if it is the property of a third party.
4. The following are not insured:
 - a) parts of a building, unless they are specified under No. 2(a) and 2(b).
 - b) powered vehicles of all kinds and their trailers.
 - c) watercraft unless they are specified under No. 2(c)
 - d) household contents belonging to subtenants, unless such contents have been assigned to them by the policy holder.
 - e) property covered by an insurance contract for private jewellery and furs.

§ 2 Insured costs

1. The following costs are insured:
 - a) for the removal of debris of insured property as well as for the clearance and transportation of residues of insured property after an insured event (debris removal costs).
 - b) costs which become necessary due to the fact that after an insured event other property must be moved, altered or protected for the purpose of repairing or replacing insured property (costs of moving and protection),
 - c) costs of measures, even if they are unsuccessful, which the policy holder considered to be necessary in the case of an insured event for preventing or reducing the loss or damage) costs for preventing or reducing loss or damage).
 - d) costs of changing locks if keys of doors in the residence have been lost arising from an insured event (costs for changing locks).
 - e) costs of repairing damage to the building if such damage has occurred within the area of the residence (§ 10) due to burglary, housebreaking or robbery or an attempt thereat, or within the residence caused by vandalism following a break-in (§ 6) (costs of repairs incurred for damage to the building).
 - f) costs of repairs in rented dwellings due to damage caused by escape of water to floor covering, interior decorations or wallpaper in the residence (§ 10) (repair costs for rented dwellings).
2. Not insured is expenditure incurred for services rendered by fire brigades or other bodies acting in the public interest, if such services were performed in the public interest.

§3 Insured perils and losses

Indemnification is payable for insured property which is destroyed or damaged by, or which is lost as a result of, the following:

1. Fire, lightening, explosion, impact or crash of a manned air-craft, its components or cargo,
2. Burglary, housebreaking, robbery or an attempt thereat.
3. Vandalism following a break-in
4. Escape of water
5. Storm

§4 Fire, lightning, explosion

1. Fire is one occurring without a regulation hearth or which has left the hearth and spread under its own strength.
2. Lightning is the direct lightning strike upon property.
3. Explosion is a suddenly occurring manifestation of force caused by the expansive tendencies of gases or vapours.

§ 5 Burglary, housebreaking, robbery

1. Burglary and housebreaking are deemed to occur as follows:
 - a) If the thief breaks into the room of a building or enters with a false key or with the aid of some other instrument.
A key is deemed to be false if it has been made for the lock by an unauthorised person or been approved by such a person.
The use of a false key is not proven by the fact that insured property has mysteriously disappeared.
 - b) If a container has been broken open in the room of a building of is false keys or other tools have been used for the unauthorised opening of the said container;
 - c) If the thief has misappropriated property from the locked residence after he has furtively entered or hidden himself therein.
 - d) If the thief has been caught carrying out an act of theft in the room of a building and utilises one of the means described under No. 2 for the purpose of retaining possession of stolen property;
 - e) If the thief, inside the room of a building has opened a container with a correct key which he has obtained by burglary, housebreaking or robbery, including from a place outside the dwelling;
 - f) If the thief has entered the room of a building with a correct key which he had obtained - including from outside the dwelling - by robbery or, without negligent behaviour by the rightful owner, by theft.
2. Robbery is deemed to have occurred as follows:
 - a) if violence has been employed against the policy holder in order to prevent him from offering resistance to the removal of insured property;
 - b) if the policy holder hands over insured property or allows it to be taken away because he has been threatened with an act of violence involving risk to life and limb, such an act intended to be carried out within the insured premises;
 - c) if insured property is taken away from the policy holder because his physical condition has been weakened and consequently his power of resistance is lowered due to an accident or some other cause for which he was not responsible.

Persons present in the dwelling are considered as being on an equal footing with the policy holder if they are there with his consent.

§ 6 Vandalism following a break-in

Vandalism is deemed to have occurred if the perpetrator forces his way into the dwelling in one of the ways described in § 5 No. 1 (a) or (f) and wilfully destroys or damages insured property.

§ 7 Escape of water

1. Escape of water means water which has escaped accidentally from supply pipes, discharge pipes or other installations connected to the piping system of the water supply, or pipes connected to the hot water or steam heating system, air-conditioning, heat pumps or solar heating plant.
2. Also insured is frost damage to sanitary and tap water bearing installations as well as frost damage and other damage caused by breakage to their supply pipes and discharge pipes, if the policy holder, as the tenant, has acquired or accepted these installations or pipes at his expense and bears the risk thereof.
3. Water vapour (at steam) is equivalent to water.

§ 8 Storm

1. Storm is a movement of air caused by the weather with a minimum wind force of 8.
2. If the wind force at the place of insurance cannot be established then a storm will be assumed to have occurred if the policy holder proves as follows:
 - a) that the movement of air in the surroundings to the place of insurance has caused damage to buildings in proper condition or to other equally robust property, or
 - b) that in view of the satisfactory condition of the building in which the insured property was located, the damage could only have been caused by storm.
3. Only damage caused as follows is insured:
 - a) by the direct effect of the storm on insured property;
 - b) if the storm has caused parts of a building, trees or other objects to collide with insured property;
 - c) as the consequences of storm damage in accordance with a) or b) or to buildings in which insured property is located.

§ 9 Loss or damage not insured

1. Irrespective of contributory causes, the following loss or damage is not insured:
 - a) loss or damage which has been caused deliberately or due to gross negligence by the policy holder or by an adult living within with him as a member of the household; in the case of loss or damage by robbery, the person who has been robbed is on an equal footing with the policy holder;
If the cause of the loss or damage in accordance with section 1 is established by a legal conviction for premeditated arson, then the provisions in par. 1 are established by a legal conviction for premeditated arson, then the provisions in par. 1 are deemed to be proven;
 - b) loss or damage caused by events of war of any kind, riot or civil commotion or earthquake; if proof of any one of these exceptions cannot be adduced, then it will be sufficient to accept the overwhelming probability that the loss or damage is attributable to one of these causes;
 - c) nuclear energy *)

2. Irrespective of contributory causes, insurance protection against fire, lightning and explosion does not extend to:
 - a) damage to insured property caused by exposure to an intentional fire or to heat for processing or other purposes;
 - b) scorch damage not caused by fire;
 - c) short-circuit and voltage-overloading damage caused to electrical appliances with or without the manifestation of fire, except when such damage has arisen as a result of a fire or explosion.
3. Irrespective of contributory causes, insurance protection against burglary, housebreaking and robbery does not extend to:
 - a) loss or damage arising from burglary, housebreaking or robbery due to the wilful acts of domestic servants or of persons living with the policy holder.
 - b) loss or damage due to robber, in accordance with § 5 No. 2, relating to property brought to the site of seizure or surrender at the demand of the perpetrator.
4. Irrespective of contributory causes, insurance protection for escape of water does not extend to damage caused as follows:
 - a) by water used for paddling or cleaning;
 - b) by ground-water, stagnant or running water, high water or precipitation (rainfall) or by the backing-up of water in such cases;
 - c) by fungus;
 - d) by the outflow of heat-bearing liquids such as salt-water, oils, coolants, refrigerants and the like from air-conditioning plants, heat pumps or solar heating installations.
5. Irrespective of contributory causes, insurance protection against storm does not extend to loss or damage caused by:
 - a) storm tide or flood;
 - b) avalanches or the weight of snow;
 - c) the penetration of rainfall or dirt due to the inadequate closing of windows, outer doors or other openings, unless such openings have been caused by storm and constitute damage to buildings.

§ 10 Place of insurance

1. Insurance protection is in force for insured property within the place of insurance.
This restriction does not apply to property which, as a result of an insured event which has occurred or is about to occur, has been removed from the place of insurance and has been damaged or destroyed or lost in connection with this procedure as regards time and place. However, § 9 No. 1 (a) remains unaffected.
2. The place of insurance is the policy holder's residence as described in the insurance contract. Also part of the residence are premises in nearby buildings on the same site. Not part of the residence are premises used solely for business or commercial purposes. With regard to radio and television aerial installations as well as awnings, the place of insurance is deemed to be the entire site upon which the insured residence is located.
3. Concerning loss or damage arising from burglary, housebreaking or robbery, or vandalism after a break-in, all the circumstances specified in § 5 or § 6 must have taken place within the place of insurance.
4. In the event of the death of the policy holder, his residence continues to be the place of insurance. However, the insurance relationship terminates two months after his death unless at the latest by that time an heir has taken possession of the residence and is using it in the same way as the former policy holder.

§ 11 Change of residence; change in premium

1. In the event of a change of the policy holder's residence, as stated in § 10 No. 2, insurance protection is transferred to the new residence. In such case, if the policy holder retains ownership of the residence referred to in § 10 No. 2, then a change of residence is only deemed to have occurred if he uses the new residence in the same way as the previous one.
During the change of residence insurance protection is maintained for both residences. However, insurance protection for the previous residence expires at the latest two months following the start of the move.
If the new residence is not situated within the Federal Republic of Germany including West Berlin, then paragraph one above does not apply. In accordance with paragraph two above the insurance relationship terminates as soon as insurance protection for the previous dwelling has expired.
2. A change of residence is to be advised to the insurer at the latest when the moving operation begins. This is to be done in writing, including details of the surface area of the new residence in square metres.
3. After the move, if the new residence is located in an area for which a different rate of premium is listed in the insurer's rating scale, then the new premium will apply from the date of the start of the move, in accordance with such rating scale.
4. The policy holder is permitted to cancel the contract if there is an increase in premium according to section 3. Notice of cancellation must be given in writing at the latest one month after receipt of the communication specifying the increased premium. The notice becomes effective one month after it has been received.
In such case, the insurer is entitled to charge the premium only in proportion to the time until the cancellation comes into effect. If a change of residence is advised in accordance with Section 2, then this premium will be due only at the rate applicable for the previous residence.

§ 12 External insurance

1. Insured property owned by the policy holder or by a person living with him in the same household, or which is used by them, is insured within geographical Europe whilst such property is temporarily outside the residence. However, periods of more than three months are not considered as being temporary.
2. If the policy holder or a member of his family living in the same household is obliged to reside outside the residence for the purpose of education or training, serving in the armed forces or civilian duties, then the period in question will be deemed to be temporary provided he has not established his own household at the place where he is stationed.
3. With regards to storm damage, external insurance protection is in force only if the property in question is located in buildings.
4. In the case of robbery, external insurance protection is in force as follows:
 - a) including where robbery is committed against a person living in the same household as the policy holder;
 - b) in the cases specified in § 5 No. 2b, only if the act of violence is threatened to be carried out on the spot.
5. The limits of indemnity as per § 19 are applicable. However, indemnity for external insurance is limited overall to 10 percent of the sum insured, up to a maximum of 15,000 DM (7,670 Euro).

§ 13 Circumstances upon the conclusion of the Contract and Increase of Risk

1. The policy holder must answer all questions in the proposal form truthfully. In the event of failure to carry out this duty, in accordance with Arts. 16 to 21 VVG (Law on the insurance Contract) the insurer is permitted to withdraw from the contract and be free from obligation to perform.

2. An increase of risk must be advised immediately to the insurer in writing. On the basis of Arts 23 to 30 VVG, the insurer is entitled to give notice of cancellation or else to be free of obligation to perform.
3. An increase of risk is deemed to arise after the proposal has been submitted in particular in the following cases:
 - a) if there has been a change in a circumstance covered in the proposal form, as a result of a change of residence or other reasons;
 - b) if the residence which is usually occupied permanently remains unoccupied for more than 60 days or in special cases for an agreed longer period and is not under supervision. A residence under supervision is one in which an authorised adult is staying overnight;
 - c) if security measures in existence at the time of the proposal, or agreed upon additionally, are either withdrawn or reduced. This also applies in the case of change of residence.

§ 14 Security regulations

1. The policy holder must:
 - a) comply with all legal, official or agreed security regulations;
 - b) during the cold season, either ensure that the residence is adequately heated or must empty and keep empty all water-bearing equipment and installations;
 - c) whilst the residence is unoccupied ensure that doors, windows and all other openings in the house are kept securely locked, also that all security devices as stated in the proposal form and additionally agreed upon- particularly intruder alarms- kept fully operational and maintained in perfect order, unless otherwise agreed.
2. If the policy holder or an adult person living with him infringes one of these duties, then in accordance with Art 6 VVG the insurer is authorised to give notice of cancellation or to be free from obligation to perform. If an infringement leads to an increase in the risk, then Arts 23 to 30 VVG will be applicable. In this case the insurer is authorised to give notice of cancellation or be free from obligation to perform.

§ 15 Premium; beginning and end of liability

1. The policy holder must pay the first premium on receipt of the insurance policy. Subsequent premiums are due on the first day of the month in which a new insurance year begins.
The consequences of delayed payment of the first premium or of the first instalment of the first premium are governed by Art. 38 VVG; Art. 39 VVG also applies. Outstanding subsequent premiums may only be collected within one year of expiry of the period allowed for payment laid down in 39 VVG.
2. If payment by instalments is agreed, then outstanding instalments are considered as deferred. They become due immediately if the policy holder falls in arrears or if an indemnity is payable.
3. The insurer's liability commences on the date agreed upon even if the demand for payment of the premium is not made until a later date but then paid without delay. If, at the time of submitting his proposal, the policy holder is aware that an insured event has already occurred, then the insurer's liability for such event does not arise.
4. Insurance contracts with a minimum duration of one year are renewed from year to year unless one of the parties gives three months notice of cancellation in writing at the latest three months prior to expiry.
5. If the insurance relationship terminates before the expiry of the contractual period or if it is rescinded retrospectively or its is void ab initio, then the insurer is entitled to payment of the premium or the administration charge in accordance with the law on the insurance contract (e.g. Arts 40 and 68 VVG).

If the policy holder gives notice of cancellation following the occurrence of an insured event (§26), then the insurer is entitled to demand the premium for the current insurance year. If the insurer gives notice of cancellation, then he must effect refund of the premium for the current year in the proportion of the unexpired period to the whole period of the insurance year.

§ 16 Adjustment of the sum insured and rate of premium

1. Adjustment of the sum insured
 - a) The sum insured is increased or reduced at the start of each insurance year, according to the percentage by which the price index for " other consumer goods and consumer durables excluding foods and goods not normally stored in the home " (from the cost-of-living price index of all private households) has changed in the past calendar year compared with the previous calendar year. The percentage change is rounded off to a whole number. The index published by the Federal Statistical Office each year for the month of September is applicable.
The new sum insured is rounded off to the nearest DM 1,000 (Euro 511,30) and then advised to the policy holder.
The premium is calculated on the basis of the new sum insured.
 - b) The agreed sum insured or the sum adjusted according to a) is increased by a contingency amount of 10 %.
 - c) By means of a declaration in writing, and within a period of one month after receipt of the communication relating to the adjusted sum insured, the policy holder is permitted to cancel the adjustment with effect from the date on which the adjustment is due to come into force.
 - d) The right to reduce the sum insured on the grounds of considerable over-insurance is not affected (Art 51 par. 1 VVG).
2. Adjustment of Premium Rate
 - a) The insurer may alter the tariffs for existing (household contents) insurance relationships with effect from the start of the next insurance period. The amended premium rate may not exceed the tariff premium rate in force at the time of the amendment. This limitation however applies only if the tariff premium relates to an unchanged group of insurable risks.
 - b) Within a period of 2 weeks of receipt of the insurer's notification, the policy holder may cancel the contents insurance with immediate effect, but at the earliest at the date of effect of the premium increase.
Notice of cancellation shall be made in writing.

§ 17 Insurance for the account of third parties

1. If the insurance has been taken out on behalf of other parties, then the policy holder is permitted to exercise the rights of the insured party in his own name. the policy holder assign the rights of the latter even if he is not in possession of the insurance policy. However, before effecting payment of indemnity, the insurer can call for proof that the insured party has granted his approval for payment of the indemnity.
2. The insured party is not permitted to assert his rights even if he is in possession of the insurance policy. He may demand payment of indemnity only with the approval of the policy holder.
3. In so far as the policy holder's knowledge or conduct are legally relevant, then knowledge or conduct of the insured party are also relevant. Art 79 VVG is applicable.

§18 Calculation of indemnity insured value; sum insured; under-insurance

1. Indemnification is made on the basis of:
 - a) in the case of property destroyed or lost, the insured value at the time of the insured event;
 - b) in the case of damaged property, the necessary repair costs at the time of the insured event plus any depreciation. However, the maximum must not exceed the insured value.
Residual values will be calculated.

2. The insured value is the replacement price of property of the same kind and quality in a condition as new (replacement value).
If property in the policy holder's household can no longer be used for its particular purpose, then the insured value is the selling price which the policy holder is able to obtain (market value).
3. If the sum insured is lower, than the insured value of the property insured at the time of the insured event (under-insurance), then only a part of the amount established as per NO. 1 and 2 will be paid in the same proportion to the whole amount as the sum insured is to the insured value.
4. No. 1 to 3 are correspondingly valid for the calculation of the indemnity for insured costs as per § 2.
5. If indemnity according to § 19 is limited to specific amounts, then these will be the maximum sums taken into consideration for establishing the insured value of the property specified therein. In the case of under-insurance, the total amount of loss or damage which is to be only partly indemnified will be established without taking limits of indemnity into account. However, with regard to the level of indemnity, the limits as per § 19 will apply.
6. In the case of the occurrence of an insured event, the total amount of indemnity for insured property and costs is limited to the sum insured. However, sentence 1 does not apply to the costs of preventing and reducing loss or damage if such costs were incurred on the instructions of the insurer.
Insured costs are indemnified up to 10 per cent of the sum insured in addition. However, this will not apply if insurance protection is in force on the basis of another private or public-law insurance relationship for the policy holder, or for a person who can demand compensation from him for expenditure incurred. Household contents insurance contracts are excluded from this.

§ 19 Limits of indemnity for valuables including cash

1. Valuables consist of:
 - a) cash
 - b) documents including savings bank books and other securities
 - c) jewellery, precious stones, pearls, postage stamps, coins and medals as well as all articles made of gold or platinum.
 - d) furs, hand-woven carpets and tapestries, oil paintings, water-colour paintings, drawings, prints and sculpture as well as articles made of silver not specified under c)
 - e) other articles over 100 years old (antiques) except for pieces of furniture.
2. Indemnity for valuables in respect of each insured event is limited to a total of 20 percent of the sum insured unless otherwise agreed.
3. Furthermore, the following is applicable in respect of valuables located outside sealed multi-walled steel safes with a minimum weight of 200 kilos or built-in steel wall-safes with a multi-walled door or specially agreed other sealed containers with additional security features. In the case of valuables not thus protected, indemnity for each insured event is limited to the following:
 - a) 767 Euro for cash, except for coins whose insured value exceeds their face value;
 - b) 2556,50 Euro for valuables as per No. 1 b);
 - c) 20,452 Euro for valuables as per No. 1 c).

§ 20 Limit of indemnity in the case of multiple insurance

If several household contents insurance contracts are in force for insured property for the same policy holder or various policy holders, then claims as per § 12 or § 19, No. 3 arising from this contract will be reduced such that from all the contracts together no higher indemnity will be paid than if the total amount of the sums insured had been provided as cover under this contract.

§ 21 Policy holder's duties in an insured event

1. Should an insured event occur, then the policy holder has to act as follows immediately:
 - a) report the loss or damage to the insurer;
 - b) report to the police station concerned any loss or damage arising from fire, explosion, burglary, housebreaking, vandalism or robbery and give the police a list of the property which has been lost;
 - c) put a stop on lost savings bank books and other documents which can be stopped and institute cancellation proceedings in respect of securities which have gone astray;
 - d) give the insurer a signed list of all property lost, destroyed or damaged. The insured value of the property or the purchase price and the year of purchase must also be stated.
2. The policy holder has also to:
 - a) make every effort to avert the loss or damage or to reduce it and at the same time carry out the insurer's instructions which he must obtain, circumstances permitting;
 - b) allow the insurer to carry out all reasonable investigations into the cause and extent of the loss or damage and also the extent of his obligations in respect of indemnity. Upon receipt of a request in writing, the policy holder must give the insurer all the relevant information as well as documentation.
3. If the policy holder or an adult person living with him infringes any of these duties, then the insurer, in accordance with Art. 6.3. and Art. 62. 2 VVG, may be freed from his obligation to perform.

 If certain missing property is not reported to the police, then indemnity can be refused for this property only.
4. If a wilful infringement of the policy holder's duties has had no effect either on the establishment of the insured event or on the establishment or the extent of indemnity, then freedom from performance according to No. 3 will not apply if the infringement was such that it did not seriously affect the interests of the insurer and moreover if no serious blame could be attached to the policy holder.

§ 22 Lapse of obligation to indemnify

1. If the policy holder maliciously attempts to deceive the insurer concerning facts which are of importance for the basis or level of indemnity, then the insurer is released from this obligation to indemnify. This also applies if the malicious deception relates to another insurance contract covering the same peril entered into between the parties.

 If the deception as per para. 1 is established by a final and conclusive court conviction for fraud or attempted fraud, then the conditions specified in para. 1 are deemed to be proven.
2. If a claim for indemnity is not asserted in court within a period of six months after the insurer has rejected it in writing, together with advice of legal consequences of the expiry of the time limit, then the insurer is exempt from his obligation to effect indemnification. If an assessment procedure by an expert has been agreed (§23), then the time limit is suspended for the duration.

§ 23 Procedure relating to experts

1. The policy holder and the insurer are permitted, following the occurrence of an insured event, to arrange for the extent of the loss or damage to be assessed by experts. The relevant procedure can be extended by agreement to include other factors relating to the claim for indemnity as well as the level of indemnity. The policy holder is also allowed to call for such an expert assessment by a unilateral declaration to the insurer.

2. An expert assessment proceeds as follows:

- a) Each party appoints an expert in writing and after giving the name of their own expert can then ask for the name of the second expert. If the second expert is not appointed within two weeks of receipt of the necessary request, then the party who has made such request can arrange for an expert to be appointed through the court in the district where the loss or damage occurred. A reference to this course of action must be made in the written request.
- b) Prior to the start of the proceedings both experts appoint a third expert in writing to act as umpire. If agreement on this cannot be reached, then at the request of one of the parties, the umpire is to be appointed by the district court in the area where the loss or damage occurred.
- c) The insurer must not appoint as expert any persons who are competitors of the policy holder or who have a permanent business relationship with him; or furthermore, persons who are in the employment of competitors or of business associates or have a similar relationship with them.

This also applies to the appointment of an umpire by the experts.

3. The findings of the experts must include the following:

- a) a list of the property which has been destroyed, damaged or lost together with its insured value at the time of the insured event;
 - b) in the case of damage property, the amounts as per §18 1. b);
 - c) the residual values of property affected by loss or damage;
 - d) the costs incurred which are insured under §2.
4. The experts are to submit their findings to both parties simultaneously. If these findings are at variance with each other, then the insurer will pass them immediately to the umpire. He will reach a decision on the points of dispute within the limits of the experts' findings and will forward his decision to both parties simultaneously.
5. Each party is to bear the costs of its own expert. The fees incurred for the umpire are to be shared equally between the parties.
6. The findings of the experts or of the umpire are binding unless it can be proved that they are obviously at significant variance with the actual state of affairs. In accordance with §§ 18 to 20, the insurer is to calculate the amount of indemnity on the basis of these binding findings.
7. The policy holder's duties under §21 are not affected by the expert assessment.

§ 24 Payment of indemnities

1. Once the basis and amount of the insurer's obligation to indemnify is established, then payment thereof must be made within a period of two weeks. However, one month after the notification of loss or damage, an amount may be demanded as a payment on account, this amount being considered as the minimum due under the circumstances.
2. Interest of 1 percent below the discount rate of the Deutsche Bundesbank is payable on the amount of indemnity from the date of notification of loss or damage. However, the minimum is 4 percent and the maximum 6 percent per annum.

Interest is not charged if indemnity is paid within one month after notification of the loss or damage. Interest becomes due only when the indemnity is due.

3. The inception of a claim for partial payment and the start of payment of interest are suspended for any period of delay incurred through the fault of the policy holder in establishing the basis or the amount of the insurer's obligation to indemnify.
4. The insurer may postpone payment on the following grounds:
 - a) if there is any doubt concerning the right of the policy holder to receive payment;
 - b) if there are official or legal proceedings in force against the policy holder or against an adult person living with him arising from the insured event.

§ 25 Recovered Property

If the location of missing property becomes known, the policy holder has to advise the insurer of this in writing without delay.

§ 26 Notice of cancellation following an insured event

1. Following the occurrence of an insured event either the policy holder or the insurer may give notice of cancellation of the insurance contract.
2. Notice of cancellation must be given in writing. It must be submitted at the latest one month following conclusion of the negotiations relating to indemnification.
3. The notice will come into effect one month after it is received. The policy holder can specify whether his notice is effective immediately or at a later date. However, it must come into effect at the latest by the end of the current insurance year.

§ 27 Sum insured following an insured event

The sum insured is not reduced as a result of an indemnity having been paid.

§ 28 Communication in writing; rejection of notices of cancellation

1. Notifications and declarations must be submitted in writing.
2. If a policy holder's notice of cancellation is invalid it will become valid if the insurer fails to reject it immediately.

§ 29 Final provision

1. Unless otherwise stated in the conditions of insurance, legal regulations are applicable.
2. An extract from the Law on the Insurance Contract (VVG), containing in particular the provisions referred to in VHB 84 (General Policy Conditions for Household Contents Insurance) is attached to the text of the conditions.