



The insurance conditions are subject to German law. The German wording alone is binding.

General Insurance Conditions for the Liability Insurance (AHB)

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Scope of Insurance Cover

1. Subject of the Insurance, Insured Event

1.1 Insurance cover exists in connection with the insured risk in the event that the a claim based on the legal liability provisions of private law is made by a third party against the insuree, because of a loss event (insured event) during the period of effective insurance cover, which results in personal, material or pecuniary damages. A loss event is an event that directly leads to the injury of a third party. It does not depend on the time the damage was caused that led to the loss event.

- 1.2 There is no insurance cover for claims, even if they are legal claims,
- (1) for fulfilment of policies, non-fulfilment, self-undertaking, withdrawal, reduction, for compensation instead of service;
 - (2) because of damages that are caused to enable supplementary performance;
 - (3) because the insured object is no longer used or due to the absence of the payout owing from the policy benefit.
 - (4) to replace futile expenditure in trust of proper policy fulfilment;
 - (5) to replace pecuniary damages because of delayed benefit;
 - (6) because of other indemnifications in place of fulfilment.

2. Pecuniary Losses, Loss of Effects

This insurance cover can be extended by special agreement to the legal liability of the insuree's private law capacity because of

- 2.1 Pecuniary losses, which did not occur as the result of personal, nor material damage;
- 2.2 Damages through loss of effects; hereunto the provisions on material damages apply.

3. Insured risk

- 3.1 The insurance cover extends to the legal liability
- (1) From the risks given by the insuree in the insurance certificate and its appendices,
 - (2) From the increases or expansions of the risks given in the insurance certificate and its appendices. This does not apply to risks from keeping or using motor vehicles or planes that require insurance, or for other risks that are subject to the obligation to get insurance or sufficient cover.
 - (3) From risks that arise for the insuree once insurance has been procured (provisional insurance) and which are regulated in more detail at point 4.
- 3.2 The insurance cover extends to increases to the insured risks by changing existing, or on the occasion of new, legal provisions. However, the insuree can terminate the policy under the conditions at point 21.

4. Provisional Insurance

- 4.1 Risks that arise after the insurance policy has been concluded are immediately insured under the existing policy.
- (1) The insuree is obligated to communicate each new risk within one month at the insurer's request. The request can also be sent with the premium statement. If the insuree fails to disclose to the insurer in good time, the insurance cover for the new risk lapses retrospectively from its onset. If an insured event occurs before the new risk is disclosed, the insuree must prove that the new risk only arose after the policy was concluded and at a point before the deadline for disclosure had passed.
 - (2) The insurer is entitled to demand a reasonable sum for the new risk. If an agreement cannot be reached on the level of this premium within one month after receipt of notice, the insurance cover for the new risk lapses retrospectively from its onset.

4.2 The insurance cover for the new risk is limited from onset to settlement in the sense of point 4.1 (2) to a lump sum of EUR 1,500,000,00 for personal and material damages and - if agreed - to EUR 250,000,00 for pecuniary damages, unless lower insurance amounts are specified on the insurance certificate.

- 4.3 The provisional insurance does not apply to risks
- Arising from owning, possessing, keeping or driving a motor vehicle, plane or boat, if these vehicles are subject to the obligation to have permission, a licence or insurance;
- (2) Arising from owning, possessing, or driving trains;
 - (3) That are subject to the obligation to have insurance or sufficient cover;
 - (4) That exist for less than one year and, therefore, must be insured in the context of short-term insurance policies.

5. Services of the Insurance / Insurer's Authority

5.1 The insurance cover extends to checking liability issues, defending unjustified compensation claims and releasing the insuree from justified compensation liabilities. Compensation claim liabilities are justified if the insuree is liable to compensate by law, a legally binding judgement, reco-

gnisance or composition and the insurer is hereby bound. Recognisances and compositions, which have been given or concluded by the insuree without the insurer's approval, are only binding on the insurer if the claim would have arisen anyway without the recognisance or composition. If it is determined that the insuree's compensation liability is binding for the insurer, the insurer must release the insuree from the third party's claim within two weeks.

5.2 The insurer is authorised to issue all statements that seem appropriate to resolve the claim or defend the compensation claims in the name of the insuree. If a legal conflict over compensation claims against the insuree results from an insured event, the insurer is authorised to conduct a case. He conducts the legal conflict in the name of the insuree at his cost.

5.3 If in criminal proceedings because of a loss event, which can result from a liability claim under the insurance cover, the insurer desires or allows a defender for the insuree, the insurer bears the cost of the defender's proper fees or higher costs agreed specially.

5.4 If the insuree or other insured party claims the right to request an increase or reduction in the benefit to be paid, the insurer is authorised to exercise this right.

6. Limits to Benefits

6.1 The insurer's indemnity benefit is limited to the agreed insured totals for each insured event. This also applies if the insurance protective covers several people who are all obliged to compensate.

6.2 Unless otherwise agreed, the insurer's indemnity benefits for all insured events in one year are limited to 2-times the agreed insured sums.

6.3 Several, temporally related insured events that occur during the effective period of the insurance, are seen as one insured event that has occurred at the time of the first of these events, if these

- have the same cause,
- have the same cause with internal, particularly factual and temporal, connection or
- concern delivery of goods with the same defects.

6.4 If specially agreed, the insuree shares in each insured event with a premium for the compensation payment specified on the insurance certificate (excess). Unless otherwise agreed, the insurer is also obligated to defend unjustified compensation claims in these cases.

6.5 The insurer's expenditure for costs are not taken off the insured cover.

6.6 If the reasonable liability claims from one insured event exceed the insured cover, the insurer bears the legal costs for these claims in the proportion of the insured sum to the total amount.

6.7 If the insuree must pay benefits to the injured party and if the capital value of the benefit exceeds the insured cover, or the remaining amount of cover after settling any other benefits from the insured event, the insurer only reimburses the capital value of the benefit to be paid in proportion to the insured cover or its remaining amount. The appropriate provision from the ordinance on insurance cover in motor vehicle liability insurance in its applicable version at the time of the insured event is used to calculate the benefit value. When calculating the amount, in which the insuree must share in regular benefit payments, if the capital value of the benefit exceeds the insured cover, or the residual insured cover after settling other benefits, the other benefits are settled in full from the insured cover.

6.8 If the settlement of a liability claim demanded by the insurer fails through recognisance, gratification or composition as the result of the insuree's action, the insurer need not cover the additional expenditure for indemnity benefit, interests and costs arising from the refusal.

7. Exclusions

Unless otherwise expressly agreed on the insurance certificate or its appendices, the following are excluded from the insurance:

7.1 Insurance claims from all persons who have deliberately caused the claim.

7.2 Insurance claims from all persons who have thereby caused damage, because they in knowledge of faultiness or perniciousness

- placed products in circulation or
- rendered work or other services.

7.3 Liability claims if they exceed the scope of the insurer's legal liability based on the policy or undertakings.

7.4 Liability claims

- (1) By the insurer itself or the people named in point 7.5 against the insured parties,
- (2) Between several insurers for the same insurance policy,
- (3) Between several insured parties for the same insurance policy.

7.5 Liability claims against the insuree

- (1) Arising from claims by the insuree's dependents who live in the same household as him, or are dependent on the other insured parties in the insurance policy;
Dependents are spouses, life partners in the sense of the Civil Partnership legislation or comparable partnerships according to the law of other states, parents and children, adoptive parents and children, parents-in-law and children, step-parents and children, grandparents and grandchildren, siblings and foster parents and children (people who are connected with one another through a family-like, long-term relationship like parents and children).
- (2) By his legal representatives or carers, if the insuree is legally incompetent, has limited legal competence or is cared for;
- (3) By his legal representatives if the insuree is a juristic person under private or public law or is an association with no legal capacity.
- (4) By his unlimited partnerships with personal liability, if the insuree is a general partnership, limited partnership or civil law partnership;
- (5) By his partners, if the insuree is a registered partnership;
- (6) By his liquidators, official receivers and bankruptcy trustees; on point 7.4 and point 7.5;

The exclusions at points 7.4 and 7.5 (2) to (6) relate to liability claims from dependents of the people named there who live in the same household as them.

7.6 Liability claims because of damages to foreign effects and all pecuniary losses thereby arising, if the insuree hires, leases, rents, or loans these effects, or has obtained these effects through forbidden self-given authority, or they are subject of a special policy of deposit.

7.7 Liability claims because of damages to foreign effects and all resulting pecuniary losses, if

- (1) The damages have resulted from the insuree's commercial or professional activity with these effects (processing, repair, shipment, inspection and such); this exclusion only applies to immobile effects to the extent that these effects or part thereof were directly affected by the insuree's activity;
- (2) The damages have resulted from the insuree using these effects in the course of his commercial or professional activity (as tool, aid, material storage and such); this exclusion only applies to immobile effects to the extent that these effects or part thereof were directly affected by the insuree's use;
- (3) The damages have resulted from the insuree's commercial or professional activity and these effects or – if this concerns immobile effects – parts thereof, have been in the direct area of activity; this exclusion does not apply if the insuree proves that he had taken the necessary precautions to avoid damage at the time of the activity. On point 7.6 and point 7.7: If the prerequisites for the exclusions in point 7.6 and point 7.7 are met by the insuree's agents, workers, officials, authorised persons or mandatees, the insurance cover likewise lapses, namely for the insuree and for any persons covered by the insurance policy.

7.8 Liability claims because of damage to effects, work or other services produced or supplied by the insuree, which was caused during production, delivery or performance and all resulting pecuniary losses. This also applies if the cause of the claim is a faulty individual part, or defective partial performance, and leads to damage or destruction of the entire effect or service. This exclusion also applies if third parties have undertaken to produce or deliver the effects or work or other services on behalf of or by order of the insuree.

7.9 Liability claims from loss events occurring abroad; however, claims arising from § 110 SGB VII (Social Security Code) are covered.

7.10 a) Claims that are asserted against the insuree because of environmental damage in accordance with environmental protection legislation or other national laws based on the EU Environmental Liability Directive (2004/35/EC). This also applies if the insuree is called upon by a third party to reimburse costs arising from such environmental damage, because of the civil law content of legal liability provisions. However, the insurance cover continues for such claims, which could already be asserted against the insuree without the existence of environmental protection legislation or other national laws based on the EU Environmental Liability Directive (2004/35/EC), because of the civil law content of legal liability provisions.

This exclusion does not apply in the context of insuring private liability risks.

7.10 b) Liability claims because of damages resulting from environmental impact. This exclusion does not apply

- (1) In the context of insuring private liability risks or
- (2) For claims, which arise from products (also waste) produced or supplied by the insuree, from work or other services after execution of the performance or after completing the work (product liability).

However, there is no insurance cover for claims arising from environmental impact from planning, producing, supply, assembling, dismantling, maintaining or servicing

– Plants that are found to be producing, processing, storing, depositing, handling or disposing of water-pollutant substances (WHG-plants [WHG = Water Resources Act];

– Plants in accordance with Appendix 1 or 2 of the Environmental Liability Act (UHG-plants);

– Plants that are subject to an approval or disclosure obligation according to environmental protection regulations;

– Water treatment plants or parts, which are clearly intended for such plants.

7.11 Liability claims because of damages arising from asbestos, asbestos-containing substances or products.

7.12 Liability claims because of damages, which are directly or indirectly related to high-energy, ionising radiation (e.g. radiation from radioactive substances or x-rays).

7.13 Liability claims because of damages arising from

- (1) Genetic work,
- (2) Genetically modified organisms (GMO),
- (3) Products that
 - have GM constituents,
 - are produced from or with the aid of GMO.

7.14 Liability claims from material damages and all resulting pecuniary losses which arise from

- (1) waste water, except domestic waste water,
- (2) Subsidence of buildings or landslides,
- (3) Flooding of standing or flowing waters.

7.15 Liability claims because of damages arising from the exchange, transmission and preparation of electronic data if this concerns

- (1) Deleting, eliminating, rendering unusable or changing data,
- (2) Non-capture or defective storage of data,
- (3) Interfering with access to electronic data exchange,
- (4) Transmitting confidential data or information.

7.16 Liability claims because of damages arising from violations of personal rights or rights to the use of a name.

7.17 Liability claims because of damages arising from hostility, harassment, unequal treatment or other discrimination.

7.18 Liability claims because of personal damages, which are the result of the insuree transmitting a disease. The same applies for material damages and all resulting pecuniary losses, which arise from disease in animals owned, kept or sold by the insuree. In both cases, insurance cover exists if the insuree proves that he has neither acted deliberately, nor with gross negligence.

Start of Insurance cover / Payment of Premiums

8. Start of Insurance cover / Premium and Insurance Tax

The insurance cover begins at the point stated on the insurance certificate if the insuree pays the first or one-off premium in good time in the sense of point 9.1. The amount invoiced includes the insurance tax, which the insuree must pay in the amount set by the applicable legislation.

9. Payment and Consequences of Late Payment / First or One-Off Premium

9.1 The first or one-off premium is - unless otherwise agreed - due immediately at the end of two weeks after receipt of the insurance certificate.

If payment of the annual premium is agreed in instalments, only the first instalment of the first annual premium counts as the first premium.

9.2 If the insuree does not pay the first or one-off premium punctually, but

does pay at a later date, the insurance cover only starts from this point. This does not apply if the insuree demonstrates that he is not responsible for non-payment. For insured events that occur before payment of the premium, the insurer is only obligated to pay out if the insuree has not been informed of the legal consequences of premium non-payment, by separate communication in writing or conspicuous warning on the insurance certificate.

9.3 If the insuree does not pay the first or one-off premium punctually, the insurer can withdraw from the contract, unless the premium has been paid. The insurer cannot withdraw if the insuree demonstrates that he is not responsible for non-payment.

10. Payment and Consequences of Late Payment / Subsequent Premiums

10.1 The following premiums are due on the first of the month of the agreed premium period, unless specified otherwise. A payment is punctual if it is made by the time given on the insurance certificate or the premium statement.

10.2 If a subsequent premium is not paid punctually, the insuree is in default without reminder, unless he is not culpable for the delayed payment.

The insurer will request the payment in writing and set a payment deadline of at least two weeks.

The insurer is entitled to demand compensation for the damage incurred as the result of the delay.

If a subsequent premium is not paid punctually, the insurer can set a payment deadline in writing for the insuree, which must be at least two weeks at the insuree's cost. The disclosure is only effective if it includes the outstanding amounts of the premiums, interest and costs in detail and states the legal consequences, which are connected to the deadline in accordance with pt. 10.3 and 10.4.

10.3 If the insuree is still in default with the payment at the end of this payment deadline, no insurance cover is in place from this point, if he was informed about the payment requirements in accordance with point. 10.2 para. 3.

10.4 If the insuree is still in default with the payment at the end of this payment deadline, the insurer can terminate the policy without notice if the insuree was informed about the payment requirements in accordance with point. 10.2 para. 3.

If the insurer has terminated the policy and the insuree then pays the outstanding amount within one month, the policy continues. However, there is no insurance cover for insured events, which occur between receipt of termination and payment.

11. Punctuality of Payment with Direct Debit Authorisation

If transfer of the premium is agreed from an account, the payment counts as punctual if the premium can be taken on the due date and the insuree does not dissent to justified withdrawal. If the due premium could not be taken by the insurer and there was no culpability on the part of the insuree, the payment is still seen as punctual if it is made immediately on receipt of a written payment request from the insurer.

If the due premium cannot be taken, because the insuree has cancelled the authorisation, or because the insuree is culpable for other reasons, the insurer is entitled to demand future payments via another method.

The insuree is only obligated to transfer the premium if the insurer has requested this in writing.

12. Part Payment and Consequences of Late Payment

If payment of the annual premium is agreed in instalments, the remaining instalments are due immediately if the insuree defaults on payment of one instalment.

Furthermore, the insurer can demand that premiums are paid annually in future.

13. Regulating Premiums

13.1 The insuree must communicate on request, whether and which changes to the insured risk have occurred compared to the previous details. This request can also be made as a note on the premium statement.

The details must be communicated within one month of receipt of the request and be proven as the insurer wishes. In the event of incorrect details to the detriment of the insurer, the insurer can demand a policy penalty from the insuree in the amount of three times the determined premium discrepancy. This does not apply if the insuree proves that he is not culpable for the incorrect details.

13.2 The premium is adjusted from the time of the change (premium regulation), as the result of the insuree's change notification or other such determination. However, the premium is only adjusted from the receipt of notification at the insurer as regards discontinuation of the insured risks. Payments may not be less than the minimum premium agreed for the policy. All increases and reductions to the minimum premium effected after the policy is taken out in accordance with point 15.1 are accounted for.

13.3 If the insuree fails to provide the proper notification, the insurer can demand an additional payment for the period for which the notification was to be made in the amount of the premium already invoiced for this period. If notifications were made retrospectively, a premium regulation takes place. The insuree is only reimbursed for overpayment if the notification was effected within two months after communication of the increased premium.

13.4 These provisions also apply to insurance policies with advance premium payment for several years.

14. Premium in the Event of Early End to Policy

In the event of an early end to the policy, the insurer may only claim the part of the premium that corresponds to the period in which insurance cover has existed, unless otherwise specified by law.

15. Premium Adjustment

15.1 The insurance premiums are subject to premium adjustment. If the premiums were calculated using aggregate wages, total building costs or turnover, no premium adjustment occurs. Minimum premiums are subject to premium adjustment regardless of the type of premium calculation.

15.2 With effect for premiums due after 1st July, an independent trustee calculates annually by what percentage rate the average claims payments by all insurers permitted to operate general liability insurance has increased or decreased compared to the previous year. The trustee then rounds off the calculated percentage rate to the next, lower whole number divisible by five. Claims payments also includes the payouts approved specifically for each loss event to determine the cause and level of the insurance payouts.

The average of the claims payments for a calendar year is the total of the claims payments paid out in this year divided by the number of newly reported loss events in the same period.

15.3 In the event of an increase, the insurer is entitled, and in the event of a decrease is obligated, to adjust the following year's premiums by the percentage rate resulting from point 15.2 (premium adjustment). The adjusted annual premium for the following year is communicated to the insuree on the next premium statement. If the average of the insurer's claims payments for each of the last five years has increased by a lower percentage rate than that which the trustee has calculated for this year according to point 15.2, the insurer need only increase the following year's premium by the percentage rate, with which the average of that insurer's claims payments has increased in the last calendar year according to the insurer's own in-house figures; this increase may not exceed that which would have resulted from the previous paragraph.

15.4 If the adjustment in accordance with point 15.2 or 15.3 is less than 5 %, there is no premium adjustment. However, this adjustment is taken into account in the following years.

Duration and End of the Policy / Termination

16. Duration and End of the Policy

16.1 The policy is agreed for the period stated on the insurance certificate.

16.2 Policies that last at least one year are extended by one year in each case, unless the other party is notified of termination in writing at least three months before the end of the insured year in question.

16.3 Policies that last less than one year end at the intended time without requiring termination.

16.4 Policies that last more than three years may only be terminated after the end of the third year or each following year; the other party must receive notification of termination at least three months before the end of the insured year in question.

17. End of the Insured Risk

If insured risks end completely and permanently, insurance cover with regard to these risks lapses. The insurer is only entitled to the premium for this insurance period, which corresponds to the period in which insurance cover has existed.

18. Termination after Premium Adjustment

If the premium increases due to premium adjustment in accordance with point 15.3 and the scope of insurance cover has not changed, the insuree can terminate the insurance policy within one month of receipt of the insurer's notification with immediate effect, but at the earliest at a point at which the premium increase is to take effect.

The insurer must inform the insuree of this right to terminate in the notification. The notification must reach the insuree at the latest one month before the premium increase takes effect.

An increase to insurance tax is not grounds for the right to terminate.

19. Termination after Insured Event

19.1 The insurance relationship can be terminated if

- a compensation payment was made by the insurer or
- the insuree is legally served a writ about a liability claim covered by the insurance cover.

The other party must receive notification of termination in writing at the latest one month after the compensation payment is made or the writ is served.

19.2 If the insuree terminates, termination takes immediate effect once the insurer receives the notification. However, the insuree can specify that termination takes effect at a later point, but at the latest at the end of the current insurance period. If the insurer terminates, termination takes effect one month after the insuree receives the notification.

20. Termination after Transfer of an Insured Company

20.1 If a company, for which liability insurance exists, is transferred to a third party, he in place of the insuree takes on the rights and obligations arising from this insurance relationship for the duration of his ownership.

This also applies if a company is taken over by a third party because of usufruct, a lease policy or a similar relationship.

20.2 The insurance relationship can be terminated in writing in this event

- by the insurer against the third party with a notice period of one month,
- by the third party against the insurer with immediate effect or at the end of the current insurance period.

20.3 The right to terminate lapses if

- the insurer does not exercise this within one month from the time he learnt of the transfer to the third party;
- the third party does not exercise this within one month after transfer, whereupon the right to terminate remains till the end of one month from the point at which the third party learnt about the insurance.

20.4 If the transfer is effected to the third party during an ongoing insurance period and the insurance relationship is not terminated, the previous insuree and the third party are liable for the insurance premium for this period as joint debtors.

20.5 The insurer must be notified immediately if a company is transferred by the previous insuree or the third party. If the relevant party culpably fails to disclose to the insurer then there is no insurance cover for insured events if: they occur later than one month after the point at which the insurer should have been notified; and the insurer has not agreed the policy with the purchaser, which was in place with the vendor.

The insurance cover is revived and exists for all insured events, which occur at the earliest one month after the point at which the insurer learns about the sale. This only applies if the insurer has not exercised his right to terminate in this month.

The insurance cover does not lapse despite failure to disclose, if the insurer knew about the sale in the period in which he should have been notified.

21. Termination after Increase of Risk due to Amendment or Legal Provisions

In the event of increases to the insured risk due to amendments to existing, or on the occasion of new, legal provisions, the insurer is entitled to terminate the insurance relationship with a notice period of one month. This right to terminate lapses if it is not exercised within one month from the point at which the insurer learnt of the increase.

22. Multiple Insurance

22.1 Multiple insurance exists if the risk is insured under several insurance policies.

22.2 If multiple insurance has occurred without the insuree realising, he can request that the policy taken out later is reversed.

22.3 The right to reversal lapses if the insuree does not exercise this within one month after he has learnt of the multiple insurance. The reversal is effective from the point at which the insurer receives the declaration requesting this.

Insuree's Obligations

23. Insuree's Prepolicy Disclosure Duty

23.1 Completeness and Accuracy of Details on Risk-Causing Circumstances
The insuree must inform the insurer of all risk circumstances he is aware of until the issue of his policy statement, which the insurer has requested in writing and which are essential for the insurer's decision to conclude the policy with the agreed content. The insuree is also obligated to disclose when the insurer asks questions in the sense of clause 1, after his policy statement, but before policy acceptance. Risk-causing covers all circumstances, which would influence the insurer's decision on whether to provide insurance with the agreed content or at all.

If the policy is agreed by one of the insuree's agents and this person knew of the risk-causing circumstance, the insuree must act as though he knew about this personally or maliciously concealed this.

23.2 Withdrawal

(1) Incomplete and inaccurate details about risk-causing circumstances entitle the insurer to withdraw from the insurance contract. The withdrawal can only be effected from one month. The period begins at the point at which the insurer learns of the failure to disclose. The withdrawal is effected by a statement to the insuree.

(2) The insurer has no right to withdraw if the insuree proves that he or his agent provided the inaccurate or incomplete details neither deliberately, nor with gross negligence. The insurer's right to withdraw because of grossly negligent failure to disclose does not exist, if the insuree proves that the insurer would have agreed the policy even if he knew of the non-disclosed circumstances, even under different conditions.

(3) There is no insurance cover in the event of withdrawal. If the insurer withdraws after an insured event occurs, he may not deny the insurance cover, if the insuree proves that the incompletely or inaccurately informed circumstance was not causative for the occurrence of the insured event, nor for the establishment or scope of the payout. However, insurance cover also does not exist in this case if the insuree has maliciously failed to disclose.

The insurer is entitled to the share of the premium, which corresponds to the period of cover until the withdrawal declaration became effective.

23.3 Premium Amendment or Right to Terminate

If he insurer's right to terminate is excluded, because the failure to disclose was neither deliberate, nor grossly negligent, the insurer can terminate the policy in writing with a notice period of one month. The right to terminate is excluded if the insuree proves that the insurer would have agreed the policy even if he knew of the non-disclosed circumstances, even under different conditions.

If the insurer can neither withdraw, nor terminate, because he would have agreed the policy even if he knew of the non-disclosed circumstances, but under different conditions, the different conditions become part of the policy retrospectively at the insurer's request. If the insuree is not culpable for non-disclosure, the different conditions become part of the policy after the current insurance period. If the premium increases by more than 10 % due to the policy adjustment, or the insurer excludes risk cover for the non-disclosed circumstance, the insuree can terminate the policy in writing within one month after receipt of the insurer's declaration with no notice period.

The insurer must exercise the rights at points 23.2 and 3 within one month in writing.

The period begins at the point when he learns of the non-disclosure, to which the asserted rights pertain.

The insurer must detail the circumstances on which the declaration is based; he may not detail other circumstances to justify the declaration later on, if the monthly period for these has not lapsed.

The insurer is only entitled to exercise the rights in accordance with points 23.2 and 23.3, if he has informed the insuree of the consequences of failure to disclose in a separate communication in writing. The insurer cannot exercise the rights listed in points 23.2 and 23.3, if he was aware of the non-disclosed risk circumstance or the inaccuracy of the disclosure.

23.4 Rescission

The insurer's right to rescind the policy because of malicious deception remains unaffected. In the event of rescission, the insurer is entitled to the share of the premium, which corresponds to the period of cover up to the rescission declaration becoming effective.

24. Obligations before Insured Event

The insuree must remedy particularly risk-causing circumstances at the insurer's request within a reasonable period. This does not apply, if the remedy is unreasonable under consideration of mutual interests. A circumstance that has led to a claim is seen as particularly risk-causing as a matter of course.

25. Obligations after Insured Event

25.1 The insurer must be informed of any insured events immediately, even if no compensation claims are made.

25.2 The insuree must avoid or reduce the damage where possible. The insurer's instructions must be followed for this purpose, if this is reasonable for the insuree. The insuree must provide the insurer with detailed and truthful claim reports and support the insurer in claim evaluation and settlement. All circumstances that are significant for processing the claim in the insurer's opinion, must be disclosed and all requested correspondence must be forwarded.

25.3 The insuree must inform the insurer immediately if a liability claim is made against him, a public prosecution, official or legal proceeding is instituted, a summons is issued or he is served with a third party notice.

25.4 The insuree must file an objection or other necessary legal remedy within the time limit against a summons or court order from administrative authorities for compensation for damages. The insurer need not be informed.

25.5 If a liability claim is asserted against the insuree, he must cede management of the proceedings to the insurer. The insurer appoints a lawyer in the name of the insuree. The insuree must give the lawyer authority and all necessary information and must make all requested documents available.

26. Legal Consequences of Breaching Obligations

26.1 If the insuree breaches an obligation arising from this policy, which he has to fulfil before the occurrence of an insured event, the insurer can terminate the policy within one month from learning of this breach without notice. The insurer has no right to terminate if the insuree proves that the breach of obligation was caused neither by a deliberate act, nor gross negligence.

26.2 If an obligation arising from this policy is deliberately breached, the insuree loses his insurance cover.

In the event of gross negligence leading to a breach of obligation, the insurer is entitled to reduce payment by an amount proportionate to the level of the insuree's culpability.

Before complete or partial removal of insurance cover in the event of a breach of an obligation to provide information or make a declaration after the occurrence of an insured event, the insurer must have informed the insuree by separate communication in writing of the legal consequences thereof. If the insuree proves that the breach of obligation was not grossly negligent, the insurance cover remains in place. The insurance cover also remains in place, if the insuree proves that the breach of obligation was causative neither for the occurrence or establishment of the insured event, nor for the establishment or scope of the payout the insurer is obligated to make. This does not apply if the insuree has maliciously breached the obligation. The previous provisions are independent of whether the insurer exercises his right to terminate in accordance with point 26.1.

Other Provisions

27. Insured People

27.1 If the insurance also covers liability claims against people other than the insuree, all provisions applicable for him apply accordingly to the insured parties. The provisions on provisional insurance (pt. 4) do not apply if the new risk only arises in the person of an insured party.

27.2 Only the insuree may exercise the rights arising from the insurance policy. He is responsible for fulfilling the obligations alongside the insured parties.

28. Ban on Assignment

The right of indemnity may neither be assigned, nor pledged without the approval of the insurer before his definitive declaration. Assignment to the injured third party is permitted.

29. Disclosure, Expression of Will, Change of Address

29.1 All notifications and declarations intended for the insurer shall be sent to the insurer's registered address or the office designated as responsible on the insurance certificate or its appendices.

29.2 If the insuree has not informed the insurer of a change to his address, sending a registered letter to the last address known to the insurer is sufficient for an expression of will, which is to be issued to the insuree. The expression of will counts as received three days after the letter is sent. This also applies if the insuree changes his name.

29.3 If the insuree has taken out the insurance for his commercial premises, the provisions of point 29.2 apply accordingly in the event of relocation of the commercial establishment.

30. Limits to Actions

30.1 Claims arising from the insurance policy have a limitation of three years. The period is calculated according to the general regulations of the Civil Code (BGB).

30.2 If a claim arising from the insurance policy is registered with the insurer, the limitation runs from the registration up to the point at which the insurer's decision is sent to the claimant in writing.

31. Responsible Court

31.1 For actions arising from the insurance policy against the insurer, the legal jurisdiction is determined by the insurer's registered address or the office responsible for the insurance policy. The German court for the district in which the insuree is domiciled at the time the action is made also has local jurisdiction, or if the insuree has no fixed domicile, another such usual place of residence.

31.2 If the insuree is a natural person, actions arising from the insurance policy must be filed with the court for the place in which the insuree is domiciled, or if the insuree has no fixed domicile, in another such usual place of residence. If the insuree is a legal entity, the responsible court is also determined by registered address or by the insuree's branch office. The same applies if the insuree is a general partnership, limited partnership or civil law partnership or a registered partnership.

31.3 If the domicile or usual place of residence is not known at the time the action is raised, the legal jurisdiction for actions arising from the insurance policy against the insuree is determined by the insurer's registered address or the office responsible for the insurance policy.

32. Applicable Law

German law applies to this policy.