

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

## **General Conditions for Accident Insurance (AUB 2004)**

You as the insuree are our policy partner.  
Insured people can be you or someone else.  
Insurers provide the benefits agreed for the policy.

### **The Scope of Cover**

- 1 What is Insured?**
- 2 What Types of Benefit Can Be Agreed?**
  - 2.1 Invalidity Benefit**
  - 2.2 Transitional Benefit**
  - 2.3 Daily Allowance**
  - 2.4 Hospital Daily Allowance**
  - 2.5 Convalescence Allowance**
  - 2.6 Death Benefit**
- 3 What Effect Do Illnesses or Infirmities Have?**
- 4 When Is An Individual Risk Assessment Needed?**
- 5 In What Cases Is Insurance Cover Excluded?**
- 6 What Do You Need to Bear in Mind with Regard to Changes to Profession, Employment or Activities outside Work?**

### **The Benefit Case**

- 7 What Needs to Be Considered after an Accident (Obligations)?**
- 8 What Are the Consequences of Non-Compliance with the Obligations?**
- 9 When Are the Benefits Due?**

### **The Insurance Cover**

- 10 When Does the Policy Start and End?  
When Is the Insurance Cover Suspended in the Event of Military Deployments?**

### **The Insurance Premium**

- 11 What Do You Need to Consider with Regard to Premium Payment?  
What Happens If You Do Not Pay a Premium On Time?**

### **Other Provisions**

- 12 What Are the Legal Relationships between the People Who Are Party to the Contract?**
- 13 What Does the Prepolicy Duty of Disclosure Mean?**
- 14 Cancelled (Compared to the Old Version)**
- 15 What Is the Limitation on Claims Arising from the Policy?**
- 16 What Court Has Jurisdiction?**
- 17 What Is Important with Regard to Communications to us?  
What Applies to Changes to Your Address?**
- 18 Which Law Applies?**

## The Scope of Cover

### 1 What is Insured?

- 1.1 We offer insurance cover for accidents, which befall the insured party during the effective period of the policy.
- 1.2 The insurance policy covers accidents anywhere in the world.
- 1.3 An accident occurs if the insured party involuntarily suffers bodily harm resulting from a sudden external event (occurrence of an accident).
- 1.4 It is also seen as an accident if, as the result of an increased exertion to extremities or spine
- a joint dislocates or
  - Muscles, sinews, ligaments or capsules are pulled or torn.
- 1.5 We draw attention to the regulations of benefit limitations (point 3) and the exclusions (point 5). They apply to all types of benefit.

### 2 What Types of Benefit Can Be Agreed?

The types of benefit that you can agree are described in the following text or in additional conditions.

The types of benefit agreed with us and the sums insured can be taken from the policy.

#### 2.1 Invalidity Benefit

##### 2.1.1 Prerequisites for Benefit:

- 2.1.1.1 The physical or mental ability of the insured party is permanently impaired due to an accident (invalidity). Impairment is permanent if it will probably persist for longer than three years and no change to the condition can be expected. The invalidity
- has occurred within one year of the accident and
  - has been identified in writing by a doctor within fifteen months of the accident and communicated to us by you.

- 2.1.1.2 There is no claim for invalidity benefit if the insured party dies within one year of the accident because of the accident.

##### 2.1.2 Type and Scope of Benefit:

- 2.1.2.1 We pay the invalidity benefit as a capital sum.

- 2.1.2.2 The basis for calculating the benefit is the insured sum and the level of invalidity caused by the accident.

- 2.1.2.2.1 In the event of loss or complete loss of function of the following body parts and sensory organs, the following invalidity levels apply exclusively:

|                              |      |
|------------------------------|------|
| Arm                          | 70 % |
| Arm to above the elbow joint | 65 % |
| Arm below the elbow joint    | 60 % |
| Hand                         | 55 % |
| Thumb                        | 20 % |
| Index finger                 | 10 % |
| Other finger                 | 5 %  |

|                                       |      |
|---------------------------------------|------|
| Leg above the middle of the thigh     | 70 % |
| Leg up to the middle of the thigh     | 60 % |
| Leg to below the knee                 | 50 % |
| Leg up to the middle of the lower leg | 45 % |
| Foot                                  | 40 % |
| Big toe                               | 5 %  |
| Other toe                             | 2 %  |

|                    |      |
|--------------------|------|
| Eye                | 50 % |
| Hearing in one ear | 30 % |
| Sense of smell     | 10 % |
| Sense of taste     | 5 %  |

In the event of partial loss or partial loss of function, the proportionate amount of the relevant percentage rate applies.

- 2.1.2.2.2 The level of invalidity for other body parts and sensory organs is measured by the extent to which normal physical or mental ability has been impaired overall. Only medical opinions are taken into account in this context.

- 2.1.2.2.3 If affected body parts or sensory organs or their functions were already permanently impaired before the accident, the level of invalidity is reduced by the previous invalidity. This is calculated according to point 2.1.2.2.1 and 2.1.2.2.2.

- 2.1.2.2.4 If several body parts or sensory organs are impaired by the accident, they are totalled according to the levels of invalidity identified from the previous provisions. However, more than 100 % is not considered.

- 2.1.2.3 Cancelled (compared to the old version)

- 2.1.2.4 If the insured party dies
- of causes unrelated to the accident within one year of the accident or
  - more than one year after the accident regardless of the cause,
- and there was a claim for invalidity benefit, we will pay out according to the level of invalidity that would have been established by medical findings.

#### 2.2 Transitional Benefit

##### 2.2.1 Prerequisites for Benefit:

The normal physical or mental ability of the insured party is still impaired due to the accident

- after six months from the day of the accident and
- by at least 50 % without the effects of illness or infirmity.

This impairment has existed for the six months without a break.

It has been communicated to us by you at the latest seven months after the accident occurred with a medical certificate.

##### 2.2.2 Type and Scope of the Benefit:

The transitional benefit is paid in the amount of the agreed insured sum.

#### 2.3 Daily Allowance

##### 2.3.1 Prerequisites for Benefit:

The insured party is due to the accident

- impaired as regards ability to work and
- undergoing medical treatment.

##### 2.3.1 Type and Scope of the Benefit:

The daily allowance is calculated according to the agreed insured sum. It is graded according to the determined level of impairment to profession or employment.

The daily allowance is paid for the duration of the medical treatment, but at the most for one year, calculated from the day of the accident.

#### 2.4 Hospital Daily Allowance

##### 2.4.1 Prerequisites for Benefit:

The insured party has to receive full in-patient treatment because of the accident.

Treatments and stays in sanatoria and convalescent homes do not count as necessary medical treatment in the sense of clause 1.

##### 2.4.2 Type and Scope of the Benefit:

The hospital daily allowance is paid in the amount of the insured sum for each calendar day of in-patient treatment, but at the most for three years, calculated from the day of the accident.

#### 2.5 Convalescence Allowance

##### 2.5.1 Prerequisites for Benefit:

The insured party has been discharged from in-patient treatment and had a claim for hospital daily allowance in accordance with point 2.4.

##### 2.5.2 Type and Scope of the Benefit:

The convalescence benefit is paid in the amount of the agreed insured sum for the same number of calendar days, for which we are paying the hospital daily allowance, but at the most for 150 days.

Several in-patient hospital stays because of the same accident count as one unbroken hospital stay.

#### 2.6 Death Benefit

##### 2.6.1 Prerequisites for Benefit:

The insured party has died within one year because of the accident. We refer to the special obligations according to point 7.5.

##### 2.6.2 Level of Benefit:

The death benefit is paid in the amount of the agreed insured sum.

### 3 What effect do illnesses or infirmities have?

As an accident insurer we pay out for the consequences of accidents. If illnesses or infirmities have affected the health problems caused by an accident and their consequences the following reductions occur:

- in the event of invalidity, the percentage rate of the invalidity level,
- in the event of death and, unless otherwise specified, in all other cases, the benefit according to the share of the illness or the infirmity. If the proportion of effect is less than 25 %, there is no reduction.

#### 4 When is an individual risk assessment needed?

An individual, personal application assessment is needed if illnesses or disorders relevant to the insurance cover provided in this policy are present.

This can mean that, in an unfavourable case, insurance cover adequate for the risks will no longer be provided and, therefore, that a policy cannot be approved. If a relevant illness or disorder occurs during the period of the policy and it is not assumed long-term (more than six months) that the condition of physical or mental ability can be returned to that before the illness, a new individual risk assessment is needed. If this leads to an early end to the policy, the premium paid from the point the relevant illness or disorder occurred is reimbursed and the policy is cancelled at this point.

#### 5 In What Cases Is Insurance Cover Excluded?

##### 5.1 There is no insurance cover for the following accidents:

5.1.1 Accidents to the insured party resulting from impairment to mental faculties or consciousness, also if this is connected to drunkenness or drug consumption, and resulting from strokes, epileptic attacks or other seizures, which affect the whole body of the insured party. However, there is insurance cover if these incidents or attacks were caused by an accident that comes under this policy.

5.1.2 Accidents that befell the insured party whilst he was deliberately committing a criminal offence or attempting to.

5.1.3 Accidents that are caused directly or indirectly by war or civil war events. However, there is insurance cover if the insured party is unexpectedly affected by war or civil war events whilst travelling abroad.

This insurance cover lapses at the end of the seventh day after the start of a war or civil war, which occurs in the state where the insured party is staying.

This extension does not apply to journeys in or through states where wars or civil wars are already taking place. It also does not apply to active participation in the war or civil war, nor to accidents resulting from NBC weapons, nor in connection with a war or war-like state between China, Germany, France, Great Britain, Japan, Russia or USA.

5.1.4 Accidents to the insured party

- as an aircraft pilot (also of aerial sporting equipment), if you need a licence under German law to operate said vehicle, and as other crew member of an aircraft;
- as the result of professional activity exercised with the help of an aircraft;
- when using spacecraft.

5.1.5 Accidents that befall the insured party while taking part in speed events, including the associated practice events, as the driver, co-driver, or passenger of a motor vehicle, if it depends on achieving top speeds.

5.1.6 Accidents that are caused directly or indirectly by nuclear energy.

##### 5.2 The following impairments are also excluded:

5.2.1 Damage to spinal discs and bleeding from internal organs and cerebral haemorrhage.  
However, there is insurance cover if the main cause is an accident falling under this policy in accordance with point 1.3.

5.2.2 Damage to health through radiation.

5.2.3 Damage to health resulting from therapeutic measures or interventions to the body of the insured party.  
However, there is insurance cover if the therapeutic measures or interventions, also diagnostic and therapeutic measures using radiation, were caused by an accident falling under this policy.

5.2.4 Infections

5.2.4.1 These are also excluded if they were caused

- by insect stings or bites or
- by other insignificant skin or mucosa injuries, through which the pathogens entered the body immediately or later.

5.2.4.1 However, there is insurance cover for

- rabies and tetanus and for

• Infections, which got into the body as the result of accidental injuries that are not excluded by point 5.2.4.1.

5.2.4.3 For infections that are caused by therapeutic measures or interventions, point 5.2.3 clause 2 applies accordingly.

5.2.5 Poisoning resulting from imbibing solids or liquids through the gullet.

5.2.6 Morbid disorders resulting from psychic reactions, even if these were caused by an accident.

5.2.7 Hernias or abdominal ruptures  
However, there is insurance cover if they have occurred as the result of violent external interference, which is covered by this policy.

5.2.8 Allergic reactions are excluded from the insurance cover, regardless of how they are caused.

#### 6 What Do You Need to Bear in Mind with Regard to Changes to Profession, Employment or Activities outside Work?

6.1 The level of the insured sums or the premium depends essentially on the profession or employment of the insured party. Our applicable profession group directory is used to calculate the insured sums and premiums. New, risk-relevant circumstances can result from a change in profession, which must be individually assessed and could lead to an adjustment to the policy content.

Note: Any change between a physical/manual activity and a commercial/administrative activity requires an assessment of the risk conditions.

Therefore, you must inform us immediately of any changes to the profession or employment of the insured party. Compulsory military service, civilian service or military reserve exercises do not come under this.

6.2 If lower insured sums are calculated using the applicable tariff at the time of the change, but the premium remains the same, these apply at the end of the month after the change. In contrast, if higher insured sums are calculated these apply as soon as we learn of the change, but at the latest at the end of the month after the change.  
The newly calculated insured sums apply for professional accidents and those outside work.

6.3 At your request, we will also continue the policy with the same insured sums, but increased or decreased premium, as soon as we learn of the change.

6.4 Practising risk-increasing activities outside work can also lead to a fundamental assessment of the scope of insurance cover. This includes certain types of cycling, winter, aerial and water sports.

### The Benefit Case

#### 7 What Needs to Be Considered after an Accident (Obligations)?

We cannot pay our benefit without the cooperation of your and that of the insured party.

7.1 After an accident that will probably precipitate a benefit obligation, you or the insured party must immediately see a doctor, follow his instructions and inform us.

7.2 You or the insured party must complete the accident form we send truthfully and return it immediately; any further relevant information we require must be handled in the same way.

7.3 If we instruct doctors, the insured party must also permit examination by these. We bear the necessary costs including any loss of earnings.

7.4 The doctors, who have treated or examined the insured party – also for other reasons – other insurers, underwriters and authorities must be authorised to submit all necessary information.

7.5 If the accident results in death, we must be informed of this within 48 hours, even if we have already been told about the accident.

We are entitled to have an autopsy performed by a doctor empowered by us if necessary.

#### 8 What Are the Consequences of Non-Compliance with the Obligations?

If an obligation in accordance with point 7 is deliberately breached, you lose our insurance cover. In the event of gross negligence leading to a breach of obligation, we are entitled to reduce our benefit by an amount proportionate to the level of your culpability. Both only apply if we have

informed you of the legal consequences in writing by a separate communication.

If you prove that the breach of obligation was not grossly negligent, the insurance cover remains in place. The insurance cover also remains in place, if you prove 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. This does not apply if you have maliciously breached the obligation.

These provisions apply independently of whether we are exercising a right to terminate owing to us, because of a breach to a prepolicy duty of disclosure.

## 9 When Are the Benefits Due?

9.1 We are obligated to declare in writing within one month – within three months for invalidity claims – whether and to what extent we recognise a claim. The periods start on receipt of the following documents:

- Proof of the accident circumstances and consequences,
- Invalidity claims also require proof of the end of the treatment process if this is necessary for assessing the invalidity. We pay the medical fees that you incur to substantiate the benefit claim.

We do not cover other costs.

9.2 If we recognise the claim or we have agreed the reason and level with you, we pay out within two weeks.

9.3 If only the grounds for the benefit obligation are established initially, we pay – at your choice – reasonable advances. Before completion of treatment, an invalidity benefit can only be claimed up to the level of the agreed death benefit within one year after the accident.

9.4 You and we are entitled to have the level of invalidity medically assessed on an annual basis up to three years after the accident. This right must be exercised

- by together with our declaration on our benefit obligation in accordance with point 9.1,
- by you before the period has lapsed.

If the final assessment results in a higher invalidity benefit than we have already paid, the surplus amount incurs interest of 5 % annually.

9.5 In order to assess the conditions for regular pension benefit, we are entitled to request life certificates. If the certificate is not sent immediately, the pension benefit is suspended from the next due date.

## The Insurance Cover

### 10 When Does the Policy Start and End? When Is the Insurance Cover Suspended for Military Uses?

#### 10.1 Start of Insurance Cover

The insurance cover begins at the point stated on the insurance certificate if you pay the first or one-off premium immediately once it is due in the sense of point 11.2.

10.2 Duration and End of the Policy  
The policy is agreed for the time stated on the insurance certificate.

For policy lengths of at least one year, the policy is extended by one year in each case, unless it is terminated by you or us at the latest three months before the end of the relevant insured year.

For policy lengths of less than one year, the policy ends at the specified point without requiring termination.

For policy lengths of more than three years, the policy can be terminated at the end of the third year or each following year; termination must be received by you or us at the latest three months before the end of the relevant insured year.

10.3 Termination after Insured Event

You or we can terminate the policy if we have paid a benefit or you have filed an action against us for a benefit.

The termination must be received by you or us in writing at the latest one month after the benefit or – in the event of a lawsuit – after withdrawal of action, recognition, settlement or legal force of the judgment. If you terminate, your termination takes effect immediately after we receive it. However, you can specify that the termination takes effect at a later date, but at the latest by the end of the current insured period.

If we terminate, our termination takes effect one month after you receive it.

10.4 End of Insurance Cover in the Event of Military Deployments

The insurance cover ceases for the insured party as soon as he serves in a military or similar formation, which is participating in a war or war-like deployment between China, Germany, France, Great Britain, Japan, Russia or USA. The insurance cover restarts as soon as we receive your notification of the end of the service.

## The Insurance Premium

### 11 What Do You Need to Consider with Regard to Premium Payment? What Happens If You Do Not Pay a Premium on Time?

11.1 Premium and Insurance Tax

The premium invoiced includes the insurance tax, which you must pay in the amount set by the applicable legislation. Payment and Consequences of Late Payment / First or One-Off Premium

11.2.1 Due Dates and Punctuality of Payment

The first or one-off premium is 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.

11.2.2 Later Start of Insurance Cover

If you do not pay the first or one-off premium punctually, but do pay at a later date, the insurance cover only starts from this point. This does not apply if you prove that you are not responsible for non-payment.

11.2.3 Withdrawal

If you do not pay the first or one-off premium punctually, we can withdraw from the contract, unless the premium has been paid. We cannot withdraw if you prove that you are not responsible for non-payment.

11.3 Payment and Consequences of Late Payment / Subsequent Contributions

11.3.1 Due Dates and Punctuality of Payment

The subsequent premiums are due at the agreed point in each case.

11.3.2 Default

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

We will ask you for payment in writing at your cost and give you a payment deadline of at least two weeks. This deadline is only effective if we list the remaining amounts of the premium and the interest and costs in detail and inform you of the legal consequences connected to points 11.3.3 and 11.3.4.

We are entitled to demand compensation for the damage we incur as the result of the default.

11.3.3 No Insurance Cover

If you are still in default with the payment at the end of this payment period, no insurance cover exists from this point until payment is made, if you were advised of the payment request in accordance with point 11.3.2 paragraph 2.

11.3.4 Termination

If you are still in default with the payment at the end of this payment period, we can terminate the policy without notice, if you were advised of the payment request in accordance with point 11.3.2 paragraph 2.

If we have terminated and you then pay the defaulted premium within one month, the policy continues. However, there is no insurance cover for insured events that occur between receipt of termination and payment.

11.4 Punctuality of Payment for Direct Debit Authorisation  
If withdrawal of the premium from an account is agreed, the payment counts as punctual if the premium can be drawn on the due date and you do not cancel a justified withdrawal. If we cannot draw the due premium and you are not culpable for this, the payment still counts as punctual if it is effected immediately after receipt of a written payment request.

If we cannot draw the due premium, because you have refused authorisation, or are culpable for some other reason for us repeatedly not being able to take the premium,

we are entitled to demand future payments by a method other than direct debit.

You are only obligated to transfer the premium if you have been requested to do so by us in writing.

- 11.5 Part Payment and Consequences of Late Payment  
If payment of the annual premium is agreed in instalments, the outstanding instalments are due immediately if you default on payment of one instalment.

Furthermore, we can demand annual premium payment in future.

- 11.6 Premium in the Event of Early End to Policy  
In the event of an early end to the policy, we may only claim that part of the premium – unless specified otherwise – that corresponds to the period for which insurance cover has existed.

## Other Provisions

### 12 What Are the Legal Relationships between the People Who Are Party to the Policy?

- 12.1 If you take out insurance for accidents that befall another person (third party insurance), you are entitled to exercise the rights arising from the policy, but not the insured party. You are responsible for fulfilling the obligations alongside the insured party.

- 12.2 All provisions that apply to you apply accordingly to your legal successor and other claimants.

- 12.3 The insurance claims can neither be transferred nor pledged before the due date without our approval.

### 13 What Does the Prepolicy Duty of Disclosure Mean?

- 13.1 Completeness and Accuracy of Details on Risk-Causing Circumstances

You must notify us in writing of all risk circumstances known to you before your policy declaration is made, once we have requested them from you in writing and which are relevant to our decision to conclude the policy with the agreed content. You are also obligated to disclose if we pose questions in writing in the sense of clause 1 after our policy declaration, but before our policy acceptance. Risk-causing covers all circumstances, which would influence our decision on whether to conclude the policy with the agreed content or at all.

If another party is to be insured, this party is – in addition to you – responsible for truthful and complete disclosure of risk-causing circumstances and for answering any questions that may be posed. If the policy is agreed by your agent and this person knew of the risk-causing circumstance, you must act as though you knew about this personally or maliciously concealed this.

- 13.2 Withdrawal

- 13.2.1 Conditions and Exercising Withdrawal  
Incomplete and inaccurate details about risk-causing circumstances entitle us to withdraw from the insurance contract. This only applies if we have informed you in writing by a separate communication of the legal consequences of non-disclosure.

We must exercise our right to withdraw within one month in writing. We must state the circumstances that our declaration is based on. We may also list other grounds to justify our declaration later on within the monthly period.

The period begins at the point at which we learnt of the non-disclosure, upon which our right to withdraw is based. The withdrawal is effected by a declaration to you.

- 13.2.2 Exemption to the Right to Withdraw  
We cannot exercise our right to withdraw if we knew of the non-disclosed risk circumstance or the inaccuracy of the disclosure. We have no right to withdraw if you prove that you or your agent provided the inaccurate or incomplete details neither deliberately, nor with gross negligence.

Our right to withdraw because of grossly negligent failure to disclose does not exist, if you prove that we would have agreed the policy even if we knew of the non-disclosed circumstances, even under different conditions.

- 13.2.3 Consequences of Withdrawal  
There is no insurance cover in the event of withdrawal. If we withdraw after an insured event occurs, we may not deny the insurance cover, if you prove that the incompletely or inaccurately disclosed circumstance was causative neither 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 you have maliciously breached the duty of disclosure.

We are entitled to the share of the premium, which corresponds to the period of cover until the withdrawal declaration became effective.

- 13.3 Termination or Retrospective Policy Adjustment

- 13.3.1 If our right to withdraw is excluded, because your breach of the duty of disclosure was neither deliberate, nor grossly negligent, we can terminate the insurance policy in writing with a notice period of one month. This only applies if we have informed you in writing by a separate communication of the legal consequences of breaching the duty of disclosure.

We must state the circumstances that our declaration is based on. We may also list other grounds to justify our declaration later on within the monthly period. The period begins at the point at which we learn about the breach of the duty of disclosure.

We cannot exercise our right to terminate due to a breach of the duty of disclosure if we knew of the non-disclosed risk circumstance or the inaccuracy of the disclosure.

The right to terminate is excluded if you prove that we would have agreed the policy even if we knew of the non-disclosed circumstances, even under different conditions.

- 13.3.2 If we can neither withdraw, nor terminate, because we would have agreed the policy even if we knew of the non-disclosed circumstances, but under different conditions, the different conditions become part of the policy retrospectively at our request. If you are not culpable for the breach, the different conditions become part of the policy from the current insurance period. This only applies if we have informed you in writing by a separate communication of the legal consequences of breaching the duty of disclosure.

We must adjust the policy within one month in writing. We must state the circumstances that our declaration is based on. We may also list other grounds to justify our declaration later on within the monthly period.

The period begins at the point at which we learn of the breach to the duty of disclosure, which entitles us to adjust the policy.

We cannot adjust the policy if we knew of the non-disclosed risk circumstance or the inaccuracy of the disclosure. If the premium increases by more than 10 % due to the policy adjustment, or we exclude risk cover for the non-disclosed circumstance, you can terminate the policy in writing within one month after receipt of our declaration with no notice period.

- 13.4 Rescission

Our right to rescind the policy because of malicious deception remains unaffected. In the event of rescission, we are entitled to the share of the premium, which corresponds to the period of cover up to the rescission declaration becoming effective.

## 14 CANCELLED (compared to the old version)

### 15 What Is the Limitation on Claims Arising from the Policy?

- 15.1 Claims arising from the accident insurance are limited to three years. The period is calculated according to the general regulations of the Civil Code (BGB).

- 15.2 If a claim arising from the insurance policy is registered with us, the limitation runs from the registration up to the point at which our decision is sent to you in writing.

### 16 What Court Has Jurisdiction?

- 16.1 Actions against us or the insurance broker  
For actions arising from the insurance policy or the insurance broking, the legal jurisdiction is determined by our registered address or our office responsible for the insurance policy.

The court for the district in which you are domiciled at the time the action is made also has local jurisdiction, or if you have no fixed domicile, your usual place of residence.

If you change your fixed domicile or usual place of residence after the policy is taken out to a location outside the area of application of the German Insurance Act (VVG), the legal jurisdiction for actions arising from the insurance policy against us or the insurance broker is determined by our registered address or our office responsible for the insurance policy.

- 16.2 Action against You  
For actions against you arising from the insurance policy or the insurance broking, the court for the district in which

you are domiciled at the time the action is made also has exclusive jurisdiction, or if you have no fixed domicile, your usual place of residence.

If your domicile or usual place of residence is not known at the time the action is made, the legal jurisdiction for actions arising from the insurance policy against you is determined by our registered address or our office responsible for the insurance policy.

If you change your fixed domicile or usual place of residence after the policy is taken out to a location outside the area of application of the German Insurance Act (VVG), the legal jurisdiction for actions arising from the insurance policy against you is determined by our registered address or our office responsible for the insurance policy.

**17 What Is Important with Regard to Communications to Us? What Applies to Changes to Your Address?**

17.1 All notifications and declarations intended for us shall be sent to our head office or the office designated as responsible on the insurance certificate or its appendices.

17.2 If you do not tell us if your address changes, it is sufficient for any expression of will that needs to be sent to you, if we send a registered letter to the last known address. The expression of will counts as received three days after the letter is sent. This also applies to any changes to your name.

**18 Which Law Applies?**

German law applies to this policy.