

Overview of daily accident insurance

Insurance type:	Accident insurance	
Insured person: registration list	According to the enclosed	
Sums insured:	Death Disability sum	EUR 15,000.00
	Disability maximum sum (incl. 500 progression)	EUR 100,000.00 EUR 500,000.00
	Salvage costs	10,000.00 EUR
	Cosmetic operations	10,000.00 EUR
	Rehabilitation allowance	EUR 1,500.00
	Patient transport costs	EUR
Scope of application:	10,000.00 Worldwide	
Terms and conditions:	CG Accident Insurance Conditions 2023 (CG UB 2023_V2.0.) Special conditions Accident Progression 500 (CG_BB_Prog. 500)	
Exclusions: Information:	as described in the terms and conditions	
	<p>Insured persons can be participants, officials, sports marshals, driver assistants during their active participation in motorsport racing events and spectators.</p> <p>The insurance cover begins immediately upon entering the racing vehicle and ends upon leaving the racing vehicle during the official racing event. Spectators, officials, sports marshals and driver assistants are insured from the time they enter the venue until they leave the venue.</p> <p>CG Accident Insurance Conditions 2023 Clause 4.1.5 is deemed cancelled.</p> <p>CG Accident Insurance Conditions 2023 Section 2.9.2.6 is amended as follows: the additional expenses for the organisation, execution and return of the racing vehicle and immediate accessories to the usual place of residence of the insured person. A prerequisite for the benefit is that the insured person or his/her accompanying person are not in a position to organise and carry this out themselves and independently. These additional costs are limited to EUR 2,000.00 per person.</p> <p>A general 15% integral deductible is agreed for all insured persons. This means that benefits will only be paid above 15% of established and recognised disability.</p>	
Choice of law and place of jurisdiction:	This contract is subject to the law of the Federal Republic of Germany and is governed in accordance with the German Insurance Contract Act. The German courts shall have exclusive jurisdiction.	
Risk carrier:	Cooper Gay SAS for and on behalf of Lloyd's Insurance Company Brussels, Belgium	

Accident insurance

Information sheet on insurance products



Lloyd's Insurance Company S.A. is an insurance company authorised in Belgium. This is an investment company authorised and approved by the National Bank of Belgium (NBB) and supervised by the Financial Services and Markets Authority (FSMA) (Ref. 3094).

Cooper Gay SAS

Motorsport accident insurance

This sheet is for your information only and gives you a brief overview of the main contents of your insurance. You will find the complete information in your contract documents (insurance application, insurance policy and insurance conditions). To ensure that you are fully informed, please read through all documents.

Which insurance is it?

This is private accident insurance. It insures against risks due to accidental injuries.



What is insured?

- ✓ Accidents are insured. An accident occurs, for example, if the insured person is injured because they trip, slip or fall. We offer the following types of benefit in particular:

Cash benefits

- ✓ One-off disability benefit in the event of permanent impairment (e.g. restricted mobility)
- ✓ Accident pension for particularly severe impairments
- ✓ Transitional benefit
- ✓ Daily allowance for impairment of the ability to work
- ✓ Daily hospital allowance for hospitalisation or outpatient operations
- ✓ Single death benefit
- ✓ Reimbursement of costs for search, rescue and recovery operations
- ✓ Reimbursement of accident-related medical transport costs

We will agree the types of benefits and the sums insured with you in the insurance contract.



What is not insured?

- ✗ Diseases (e.g. diabetes, joint arthrosis, stroke)
- ✗ Costs for medical treatment
- ✗ Material damage (e.g. glasses, clothing)



Are there any restrictions on insurance cover?

We cannot insure all conceivable cases. Excluded from insurance cover are, for example

- ! Accidents due to alcohol or drug consumption
- ! Accidents during the intentional commission of a criminal offence
- ! Intervertebral disc damage
- ! Infections and poisoning

If the consequences of an accident and illnesses coincide, benefits may be reduced.



Where do I have insurance cover?

- ✓ You have insurance cover worldwide.



What are my obligations?

- You must answer all questions in the application form truthfully and completely.
- You must pay the insurance premiums on time and in full.
- You must notify us of a change of occupation as soon as possible so that we can adjust the contract.
- After an accident, you must consult a doctor immediately and inform us of the accident



When and how do I have to pay?

You must pay the first premium no later than two weeks after receiving the insurance certificate. We will let you know when you have to pay the other premiums. You can transfer the premiums to us or we will collect the contributions from your account if you have authorised us to do so.



When does the insurance cover begin and end

The insurance policy states when the insurance cover begins. The prerequisite is that you have paid the first insurance premium on time and in full. The insurance is valid for the initially agreed term. Unless otherwise agreed, it is then automatically extended for a further year unless you or we cancel it.



How can I terminate the contract?

You or we can cancel the contract at the end of the agreed term (this must be done at least three months in advance).

You or we can also cancel the contract if we have paid a benefit or if you have filed a claim against us. In this case, the insurance ends before the end of the agreed term. duration.



Cooper Gay Accident Insurance
Conditions 2023
(CG UB 2023)

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Introduction

The CG UB 2023 are based on the Insurance Contract Act (VVG) reformed on 1 January 2008 and essentially on the

- General Accident Insurance Conditions (AUB 2007)
- Supplementary conditions for group accident insurance
- Special conditions for group accident insurance with direct entitlement of the insured person

and on

- CG's acceptance guidelines (age clause, accumulation, excluded professions)
- the general contract information to be provided in accordance with § 7 VVG (Information of the policyholder) in connection with the VVG Information Obligations Ordinance (VVG InfoV)
- the data processing information sheet

and have been summarised and expanded for CG customers.

If the contract is based on other, e.g. supplementary or special conditions, this can be found in your insurance contract.

As the policyholder, you are our contractual partner.

The insured persons and / or groups of persons are specified in the insurance policy.

As the insurer, we provide the contractually agreed benefits.

Table of contents

The scope of insurance		4	In which cases is insurance cover excluded?
1	What is insured?		
2	What types of benefits can be agreed?	5	What do you need to bear in mind with group accident insurance?
2.1	Disability benefit		
2.2	Accident pension		
2.3	Transitional benefit	6	How are the sums insured reduced on reaching the age of 75?
2.4	Daily allowance		
2.5	Daily hospital allowance		
2.6	Death benefit		
Additional services			
2.7	Rehabilitation aid		
2.8	Salvage costs		
2.9	Ambulance transport costs		
2.10	Cosmetic operations		
2.11	Workplace conversion costs		
2.12	Housing & vehicle conversion costs		
3	What effect do illnesses or infirmities have?		
			The benefit case
		7	What must be observed after an accident (obligations)?
		8	What are the consequences of non-compliance with obligations?
		9	When are the benefits due?
			The insurance term
		10	When does the contract begin and end? When is the

Insurance cover for
military operations?

The insurance premium

- 11 What do you need to bear in mind when paying contributions? What happens if you do not pay a premium on time?

Further provisions General

contractual information Data

processing information sheet

The scope of insurance

- 1 What is insured?**
- 1.1** We offer insurance cover for accidents that occur to the insured person while the contract is in force.
- 1.2** Unless otherwise agreed, the following shall apply:
- 1.2.1** The insurance cover
- includes accidents all over the world
 - valid around the clock
 - exists for all occupational and non-occupational accidents.
- 1.3** An accident occurs when the insured person suffers involuntary damage to their health as a result of a sudden external event (accident event).
- 1.4** The following also count as accidents,
- 1.4.1** if an increased exertion of force on the limbs or spine
- a joint is dislocated or
 - muscles, tendons, ligaments or capsules are pulled or torn;
- 1.4.2** Death by drowning or suffocation under water as well as typical diving-related health impairments (caisson disease, barotrauma) without an accident being established.
- 1.5** We draw attention to the regulations on the limitations of benefits (Sections 3, 5.2 and 6) and the exclusions (Section 4). They apply to all types of benefits.

2 What types of benefits can be agreed?

The types of benefits you can agree are described below or in additional conditions.

The types of benefits you have agreed with us and the sums insured are set out in the insurance contract.

2.1 Disability benefit

2.1.1 Requirements for the service:

2.1.1.1 The physical or mental capacity of the insured person is permanently impaired as a result of the accident (disability).

An impairment is permanent if it is expected to persist for more than three years and a change in the condition cannot be expected.

The disability is

- occurred within 12 months of the accident and
- The claim has been established by a doctor in text form within 15 months of the accident and has been submitted to us by you with a medical certificate.

2.1.1.2 No entitlement to Disability benefit exists if the insured person dies within one year of the accident as a result of the accident.

2.1.2 Type and amount of the benefit:

2.1.2.1 We pay the disability benefit as a lump sum.

2.1.2.2 The calculation of the benefit is based on the sum insured and the degree of disability caused by the accident.

2.1.2.2.1 In the event of loss or complete functional incapacity of the body parts and sensory organs listed below, only the following degrees of disability apply:

Arm	70%
Arm above the elbow joint	65%
Arm below the elbow joint	60%
Hand	40%
Thumb	12%
Index finger	8%
other finger	5%
Leg above the centre of the thigh	70%
Leg up to the centre of the thigh	60%
Leg to below the knee	50%
Leg to the centre of the lower leg	45%
Foot	40%
big toe	5%
other toe	2%
Eye	40%
However, if the other person's eyesight eye was already lost before the accident	60%
hearing in one ear	20%
provided, however, that the hearing of the other ear was already lost before the accident	40%
Sense of smell	8%
Sense of taste	5%
Voice	25%

In the event of partial loss or partial functional impairment, the corresponding part of the respective percentage applies.

2.1.2.2.2 For other parts of the body and sensory organs, the degree of disability is determined by the extent to which the normal physical or mental capacity is impaired overall. Only medical aspects are to be taken into account.

2.1.2.2.3 If the affected body parts or sensory organs or their functions were already permanently impaired before the accident, the degree of disability is reduced by the pre-disability. This is determined in accordance with para. 2.1.2.2.1 and 2.1.2.2.2.

2.1.2.2.4 In the event of complete loss of hearing or sight as a result of the accident, a pre-existing

permanent impairment is not reduced by the percentage by which the impairment has been remedied by acoustic or optical aids (hearing aids, glasses, lenses).

2.1.2.3 If several parts of the body or sensory organs are impaired by the accident, the degrees of disability determined in accordance with the above provisions shall be added together. However, more than 100 per cent will not be taken into account.

If the insured person dies

- from a cause unrelated to the accident within one year of the accident or
- regardless of the cause, later than one year after the accident,

and if an entitlement to disability benefits had arisen, we will pay according to the degree of disability that would have been expected on the basis of the medical findings.

2.2 Accident pension

2.2.1 Requirements for the service:

The requirements for disability benefits are defined in accordance with section 2.1.1.1 given.

The accident has led to a 2.1.2.2.1 to 2.1.2.2.4 and Section 3, the degree of disability is at least 50 per cent.

2.2.2 Amount of the benefit:

We pay the insured person the accident pension in the amount of the agreed sum insured.

Agreed progressive disability scales or other additional benefits in the event of disability are not taken into account when determining the amount of the benefit.

2.2.3 Start and duration of the service:

- 2.2.3.1 We pay the accident pension
- retroactively from the beginning of the month in which the accident occurred,
 - monthly in advance.
- 2.2.3.2 The accident pension is paid until the end of the month in which
- is the main due date following the insured person's 67th birthday;
 - the insured person dies or
 - we inform you that a reassessment carried out in accordance with clause 9.4 has shown that the degree of disability caused by the accident has fallen below 50 per cent;
 - the insured person has reached the retirement age valid at the time the contract was concluded or is receiving ongoing benefits under the statutory pension insurance scheme to secure old age.

2.3 Transitional benefit

2.3.1 Requirements for the service:

- 2.3.1.1 The insured person's normal physical or mental capacity in the occupational or non-occupational area is impaired as a result of the accident.
- after the expiry of six months from the date of the accident and
 - without the involvement of illness or infirmity

still impaired by at least 50 per cent;

- 2.3.1.2 This impairment has existed without interruption during the six months.

You must submit your claim to us no later than seven months after the occurrence of the accident, together with a medical certificate.

2.3.2 Type and amount of the benefit:

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

2.4 Daily allowance

2.4.1 Requirements for the service:

2.4.1.1 The insured person pursues a regular occupation or paid employment.

2.4.1.2 The insured person is accidentally

- impaired in their ability to work and
- undergoing medical treatment.

2.4.2 Amount and duration of the benefit:

The daily allowance is calculated according to the agreed sum insured. It is graded according to the degree of impairment of professional activity or employment.

The daily allowance is paid for the duration of medical treatment within two years of the date of the accident, but for a maximum of 365 days.

If the ability to work is still impaired after completion of medical treatment, a daily allowance will continue to be paid if

- the attending physician certifies the impairment and
- a disability pursuant to Section 2.1 has not (yet) been medically established or no accident pension has yet been paid.

2.5 Daily hospital allowance

2.5.1 Requirements for the service:

2.5.1.1 The insured person is undergoing medically necessary inpatient treatment as a result of the accident or is undergoing outpatient surgery under general anaesthetic in a hospital as a result of an accident.

2.5.1.2 Cures and stays in sanatoriums and convalescent homes are not considered medically necessary treatment.

Follow-up treatment (AHB) and inpatient treatment (BGSW) are considered medically necessary treatment.

2.5.2 Amount and duration of the benefit:

2.5.2.1 The daily hospital allowance is paid within three years from the date of the accident for each calendar day of full inpatient treatment, but for a maximum of 365 days.

2.5.2.2 We pay the hospital daily allowance for the
1st to 100th day in double the amount
101st to 365th day in the amount of
of the agreed sum insured.

2.5.2.3 Rooming-in: Is it possible with
If it is medically advised and medically approved that an accompanying person be hospitalised together with the insured person due to serious consequences of the accident, double the sum insured per day will be paid for this period.

2.5.2.4 The daily hospital allowance can therefore be claimed up to a maximum of 3 times the amount from the 1st to the 100th day if all the above conditions are met.

2.6 Death benefit

2.6.1 Requirements for the service:

The insured person died within 12 months as a result of the accident.

We draw your attention to the special obligations under Section 7.5.

2.6.2 Amount of the benefit:

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

Additional services

The following applies to all additional services:

If several accident insurance policies exist for the insured person at CG, these benefits can only be claimed from one of these policies.

2.7 Rehabilitation aid

2.7.1 Requirements for the service:

- 2.7.1.1 The insured person has
- after an accident covered by the contract
 - due to the damage to health caused by the accident or its consequences
 - within three years of the date of the accident
 - for a consecutive period of at least three weeks

a medically necessary rehabilitation programme has been carried out.

You must provide evidence of these requirements by submitting the medical discharge report and the authorisation documents for the rehabilitation measure from the BfA, the statutory or private health insurance fund or the social security or pension office.

2.7.1.2 The insurance also covers partial inpatient rehabilitation measures in which the insured person receives a therapy programme in the same way as inpatients, with the exception of overnight stays.

2.7.1.3 The following are not insured

- Intensive rehabilitation aftercare (IRENA),
- Follow-up treatment (AHB) after hospitalisation,
- In-patient treatment by the employers' liability insurance association (BGSW),
- other full inpatient medical treatment for which a daily hospital allowance (from accident or health insurance) is received from our company or another company.

2.7.2 Amount of the benefit:
The rehabilitation allowance is paid once per accident in the amount stated in the insurance policy.

2.8 Salvage costs

2.8.1 Requirements for the service:

2.8.1.1 The insured person has suffered an accident or was threatened with an accident or an accident was suspected under the specific circumstances.

The insured person has incurred necessary costs for their rescue, recovery or the search for them.

2.8.1.2 A third party (e.g. another insurer) is not obliged to pay benefits or disputes its obligation to pay benefits or has paid benefits but these were not sufficient to cover the costs.

2.8.2 Type and amount of the benefit:

We will reimburse costs up to the amount stated in the insurance policy for

2.8.2.1 Search, rescue or Rescue operations by rescue services organised under public or private law, insofar as fees are usually charged for this;

2.8.2.2 a necessary stay in a decompression chamber, if this became necessary after a dive.

2.9 Ambulance transport costs

2.9.1 Requirements for the service:

2.9.1.1 The insured person has incurred necessary costs for their transport as a result of the accident.

2.9.1.2 A third party (e.g. another insurer) is not obliged to pay benefits or disputes its obligation to pay benefits or has paid benefits but these were not sufficient to cover the costs.

2.9.2 Type and amount of the benefit:

We will reimburse costs up to the amount stated in the insurance policy for

2.9.2.1 the medically ordered transport of the injured person to the nearest suitable hospital or to a specialised clinic;

2.9.2.2 medically sensible Transfer transport from hospital to hospital, e.g. to a hospital near your home town;

2.9.2.3 medically advisable return transport from abroad to the nearest suitable hospital to the insured person's place of residence using a medically suitable means of transport (ambulance vehicle or

aircraft); the decision as to whether the insured person is transported on land or in an aircraft is taken by the doctor appointed by the assistant in consultation with the attending doctor;

- 2.9.2.4 the additional costs of returning the injured person to their place of residence, insofar as the additional costs are due to a doctor's orders or were unavoidable due to the nature of the injury;
- 2.9.2.5 the additional expenses for the journey home or for additional accommodation for accompanying minor children and the travelling partner of the insured person in the event of an accident abroad; standard repatriation to the last permanent place of residence in the event of an accidental death or, alternatively, burial abroad up to the same amount in the event of an accident abroad.

2.10 Cosmetic operations

2.10.1 Requirements for the service:

- 2.10.1.1 The insured person has undergone cosmetic surgery following an accident covered by the contract.

Cosmetic surgery is defined as medical treatment carried out after completion of medical treatment with the aim of correcting an accident-related impairment of the insured person's external appearance.
- 2.10.1.2 Cosmetic surgery is performed within three years of the accident, in the case of accidents involving minors at the latest before the age of 21.
- 2.10.1.3 A third party (e.g. another insurer) is not obliged to pay benefits or disputes its obligation to pay benefits or has paid benefits, but this has led to the claim.

settlement of the costs was not sufficient.

2.10.2 Type and amount of the benefit:

We provide compensation up to the amount of the agreed sum insured for proven

- Medical fees
- Other operating costs
- Necessary costs for accommodation and meals in hospital
- Dental treatment and dental prosthesis costs incurred as a result of accidental loss or partial loss of incisors and canines.

2.11 Workplace conversion costs

2.11.1 Requirements for the service:

- 2.11.1.1 The insured person's physical or mental capacity is likely to be permanently impaired as a result of an accident (disability).

Due to this disability, the insured person is unable to pursue their professional activity without restrictions.

By reorganising the workplace, professional activity can be resumed in full or in part.
- 2.11.1.2 The claim for conversion costs must be submitted to us within two years of the accident.
- 2.11.1.3 A third party (e.g. another insurer) is not obliged to pay benefits or disputes its obligation to pay benefits or has paid benefits but these were not sufficient to cover the costs.

2.11.2 Type of service:

2.11.2.1 We will reimburse proven costs for the remodelling of the workplace up to the amount of the agreed sum insured.

The workplace is the place where the insured person worked for the majority of the time before the accident.

Costs are thus reimbursed for the conversion

- of office furniture
- of an office (e.g. widening of doors)
- of a building (e.g. ramp construction, lift)
- sanitary facilities and kitchens
- of machines / devices
- of a car or lorry
- other facilities.

2.11.2.2 If the conversion is more expensive than a new purchase, the cost of the new purchase will be reimbursed.

2.11.2.3 If the insured person and policyholder jointly decide that a new workplace should be set up at the policyholder's premises instead of the conversion of the former workplace, the costs for this will also be reimbursed.

2.12 Housing & vehicle conversion costs

2.12.1 Requirements for the service:

2.12.1.1 The insured person's physical or mental capacity is likely to be permanently impaired as a result of an accident (disability).

Remodelling your home or car can reduce the consequences of disability or make them more bearable.

2.12.1.2 The claim for conversion costs incurred shall be paid within

two years after the accident.

2.12.1.3 A third party (e.g. another insurer) is not obliged to pay benefits or disputes its obligation to pay benefits or has paid benefits but these were not sufficient to cover the costs.

2.12.2 Type of service:

2.12.2.1 We will reimburse proven costs up to the amount of the agreed sum insured for

- the conversion of the flat and/or house in which the insured person lives (e.g. widening doors, building ramps, lifts, sanitary facilities and kitchens),
- the conversion or new acquisition of machines and equipment linked to the home (e.g. telephone system, fax, PC, emergency call system),
- the conversion of a motor vehicle used by the insured person,
- a move to a flat suitable for the disabled.

3 What effect do illnesses or infirmities have?

As an accident insurer, we pay benefits for the consequences of accidents. If illnesses or infirmities have contributed to the damage to health caused by an accident or its consequences, the following shall be reduced

- in the event of disability, the percentage of the degree of disability,
- in the event of death and, unless otherwise specified, in all other cases the benefit

according to the proportion of the illness or infirmity.

However, if the contribution share is less than 25 per cent, the reduction is not applied.

4 In which cases is insurance cover excluded?

4.1 There is no insurance cover for the following accidents:

4.1.1 Accidents suffered by the insured person as a result of mental or consciousness disorders, including those caused by drunkenness or drug consumption, as well as strokes, epileptic fits or other seizures affecting the insured person's entire body.

However, insurance cover does exist,

- if these disorders or seizures were caused by an accident covered by this contract.

4.1.2 Accidents suffered by the insured person as a result of intentionally committing or attempting to commit a criminal offence.

4.1.3 Accidents caused directly or indirectly by war or civil war events.

However, insurance cover is provided if the insured person is unexpectedly affected by war or civil war while travelling abroad.

This insurance cover expires at the end of the seventh day after the start of a war or civil war on the territory of the state in which the insured person is staying.

The extension does not apply when travelling to or through states in whose territory war or civil war is already raging. It also does not apply to active participation in war or civil war or to accidents caused by NBC weapons and in connection with a war or warlike situation

between China, Germany, France, the UK, Japan, Russia and the USA.

4.1.4 Accidents suffered by the insured person

- as an aircraft pilot (including air sports equipment pilot), insofar as he requires a licence for this under German law, and as any other crew member of an aircraft;
- in the case of a professional activity to be carried out with the aid of an aircraft;
- when using spacecraft;
- as an artist, stuntman, animal tamer;
- as an underground miner;
- as demolition and clearance personnel and in munitions search teams;
- as a professional diver;
- as professional, contract and licensed athletes (including racing drivers and riders).

4.1.5 Accidents suffered by the insured person as a result of participating as a driver, passenger or occupant of a motor vehicle in driving events, including the associated practice drives, in which the aim is to achieve maximum speeds.

4.1.6 Accidents caused directly or indirectly by nuclear energy.

4.2 The following impairments are also excluded:

4.2.1 Damage to intervertebral discs and bleeding from internal organs and brain haemorrhages.

However, insurance cover exists if an accident event covered by this contract in accordance with Clause 1.3 is the predominant cause.

4.2.2 Damage to health due to radiation.

4.2.3 Damage to health due to treatment measures or interventions on the insured person's body.

However, insurance cover does exist,

- if the treatment measures or interventions, including radiological diagnosis and therapy, were caused by an accident covered by this contract,
- for violent interventions by third parties.

4.2.4 Infections.

4.2.4.1 They are also excluded if they

- from insect bites or stings or
- due to other minor skin or mucous membrane injuries

which caused pathogens to enter the body immediately or later.

4.2.4.2 However, insurance cover exists for

- Rabies and tetanus,
- Infections in which the pathogens entered the body as a result of accidental injuries that are not excluded under 4.2.4.1.

4.2.4.3 Clause 4.2.3 sentence 2 applies accordingly to infections caused by treatment measures or interventions.

4.2.5 Poisoning due to ingestion of solid or liquid substances through the gullet.

However, insurance cover is provided for children who have not yet reached the age of 10 at the time of the accident.

4.2.6 Pathological disorders as a result of psychological reactions that are not directly and causally attributable to an organic injury/damage

even if they were caused by an accident.

4.2.7 Abdominal or lower abdominal hernias.

However, insurance cover is provided if they were caused by a violent external influence covered by this contract.

4.3 **Sanctions clause**

Notwithstanding the other provisions of the contract, insurance cover is only provided insofar as and as long as no economic, trade or financial sanctions directly applicable to the parties to the contract or any other sanctions are in force. embargoes of the European Union or the Federal Republic of Germany.

This also applies to economic, trade or financial sanctions or embargoes imposed by the United States of America with regard to Iran, insofar as this does not conflict with European or German legislation.

4.4 **Exclusion of intentional cyber attacks**

Any benefits for damage caused by an intentional, unauthorised, malicious or criminal act caused by an application, software or program in connection with an electronic device (e.g. computer, laptop, smartphone, tablet or internet-enabled electronic device) are not recoverable under this policy.

5 What do you need to bear in mind with group accident insurance?

5.1 Designation of the insured persons

Group accident insurance can be taken out with or without the names of the insured persons. The agreed form is specified in the contract.

5.1.1 Insurance without Name indication

5.1.1.1 Insurance cover is provided for persons who belong to the group specified in the contract.

5.1.1.2 The persons to be insured must be named and recorded by you in such a way that no doubts can arise as to whether the injured person belongs to the group of insured persons.

5.1.1.3 You are obliged to inform us of the number of persons insured on the main due date of each year within three months of the main due date. If several groups of persons are insured, the number is required for each group.

5.1.1.4 Based on the information you provide, we will calculate the premium payable for the past period and for the current insurance year and prepare a corresponding premium statement.

The insurance cover of the individual insured person expires if he or she leaves the employment relationship with you or the association.

5.1.2 Insurance with Name details

5.1.2.1 Insurance cover is provided for the named persons.

5.1.2.2 You can register uninsured persons for insurance at any time if their occupation or employment and the sums insured are the same as those of the persons already insured. Insurance cover for the additional persons is provided to the agreed extent from the time we receive your application.

5.1.2.3 Persons in other professions or with other employment or with higher sums insured are only insured after you have agreed the sums insured and premium with us.

5.1.2.4 We have the right to refuse to insure the individual after a risk assessment. If we decline, the insurance cover expires one month after we have submitted our declaration g.

5.1.2.5 For insured persons who are to withdraw from the contract, the insurance cover shall expire at the earliest on the date on which we receive your notification.

5.2 Joint maximum sum insured (accumulation)

If several persons insured under a group accident insurance contract are injured as a result of an event that is directly related in terms of time and space, or

If the insured person is killed, € 10,000,000 shall be the joint maximum sum insured for all the insured persons concerned together.

In this case, the sums insured agreed for the individual insured persons shall be reduced in accordance with the ratio of the individual sums insured to the total loss of all persons concerned in relation to the joint maximum sum insured.

If there is a possibility that the joint maximum sum insured could be exceeded, the insurance benefit for each insured person shall only become due once the necessary surveys relating to the event referred to in sentence 1 have been completed in full.

6 How are the sums insured reduced on reaching the age of 75?

6.1 Until the end of the insurance year in which the insured person reaches the age of 75, insurance cover is provided with the agreed sums insured. After that, you have the following right of choice:

- You pay the previous premium and we reduce the agreed sums insured to 50 per cent or

- You provide us with a medical certificate confirming the insured person's state of health and we will calculate the new sums insured and a correspondingly higher premium.

6.2 If an agreement on new sums insured and premiums is not reached by two months after the start of the new insurance year at the latest, the contract will automatically continue with sums insured reduced by 50 per cent.

This change is not documented. In the event of a claim, the age of the insured person is determined and the benefit is paid accordingly.

The benefit case

7 What must be observed after an accident (obligations)?

We cannot provide our benefits without your co-operation and that of the insured person.

7.1 After an accident that is likely to result in an obligation to pay benefits, you or the insured person must immediately

- consult a doctor,
- follow his instructions and
- teach us.

7.2 You or the insured person must complete the accident report sent by us truthfully and return it to us immediately; any further relevant information requested by us must be provided in the same way.

7.3 If doctors are commissioned by us, the insured person must also be examined by them. We will bear the necessary costs, including any loss of earnings incurred as a result.

7.4 Doctors who have treated or examined the insured person (also for other reasons), hospitals and other hospitals, other personal insurers, statutory health insurance funds, employers' liability insurance associations and authorities are to be authorised to provide all information necessary for the assessment of the obligation to pay benefits.

We will inform you about the collection of personal health data if we already have your consent prior to the claim. You can object to the collection of your data; however, this may result in a loss of your entitlement to benefits.

You can request at any time that data is only collected if you have consented to the individual collection.

7.5 If the accident results in death, this must be reported to us within 48 hours of becoming aware of it, even if the accident has already been reported to us.

We shall be granted the right to have an autopsy carried out by a doctor authorised by us if necessary.

7.6 In some cases, further deadlines must be observed for the individual types of benefit, although these are not obligations but eligibility requirements.

8 What are the consequences of non-compliance with obligations?

If an obligation under clause 7 is wilfully breached, you will lose your insurance cover. In the event of a grossly negligent breach of an obligation, we are entitled to reduce our benefits in proportion to the severity of your fault.

corresponding proportion. Both shall only apply if we have informed you of these legal consequences by means of a separate notification in text form.

If you can prove that you did not breach the obligation through gross negligence, the insurance cover remains in force.

The insurance cover remains in force even if you can prove that the breach of the obligation was not the cause of the occurrence or determination of the insured event or the determination or scope of the benefit. This does not apply if you have fraudulently breached the obligation.

These provisions shall apply irrespective of whether we exercise a right of cancellation to which we are entitled due to a breach of a pre-contractual duty of disclosure.

9 When are the benefits due?

9.1 We are obliged to declare in text form within one month - in the case of disability claims and accident pensions within three months - whether and to what extent we recognise a claim. The deadlines begin with the receipt of the following documents:

- Proof of the course of the accident and the consequences of the accident,
- in the case of a disability claim, additional proof of the completion of the medical treatment, insofar as this is necessary for the assessment of the disability;
- in the case of the accident pension, a medical certificate confirming an expected permanent disability of at least 50 per cent.

We will pay the medical fees that you incur to justify the entitlement to benefits, provided we have commissioned the expert opinion. We do not cover any other costs.

9.2 If we recognise the claim or if we have agreed with you on the reason and amount, we will pay within two weeks.

9.3 Advances on a disability benefit

For the disability benefit in accordance with 2.1 applies:

If the obligation to pay benefits is initially only established on the merits, we will pay appropriate advance payments at your request.

Prior to the conclusion of the healing process, a disability benefit can only be claimed within one year of the accident up to the amount of an agreed death benefit.

9.4 Reassessment of disability

9.4.1 You and we are entitled to have the degree of disability medically reassessed annually.

9.4.2 The right referred to in Section 9.4.1 applies for up to three years, but for children up to the age of 14 for up to five years after the accident.

9.4.3 The right referred to in section 9.4.1 must be

- by us together with our declaration of our obligation to perform in accordance with section 9.1
- You can exercise your right before the deadline.

9.4.4 In order to exercise your right to reassessment of disability in accordance with clause 9.4.1 within the time limit specified in clause 9.4.2 and 9.4.3, you must give us the opportunity to commission a doctor to examine the insured person in good time before the deadline expires. Your declaration that you wish to exercise this right should therefore be received by us if possible three months after our declaration of our obligation to pay benefits in accordance with Clause 9.1, but must be received by us at the latest three months before expiry of the period in accordance with Clause 9.4.2.

9.5 If the final assessment of the degree of disability for the disability benefit in accordance with Clause 2.1 results in a higher benefit than we have already paid, interest shall be paid on the additional amount annually at 5 percentage points above the base rate of the ECB.

9.6 We are authorised to request life certificates in order to check the requirements for drawing an accident pension in accordance with Section 2.2. If the certificate is not sent immediately, the pension payment



shall be suspended from the next
due date.

The insurance term

10 When does the contract begin and end? When is the insurance cover suspended during military deployments?

10.1 Start of the insurance cover

The insurance cover begins on the date stated in the insurance policy if you pay the first or single premium immediately after the due date within the meaning of clause 11.2.

10.2 Duration and end of the contract

10.2.1 This applies to all contracts:

The contract is concluded for the period stated in the insurance policy.

In the case of a contract term of at least one year, the contract is extended by one year in each case unless you or we receive a cancellation notice at least three months before the end of the respective insurance year.

If the contract period is less than one year, the contract ends on the scheduled date without the need for cancellation.

In the case of a contract term of more than three years, the contract can be cancelled at the end of the third year or each subsequent year; the cancellation must be received by you or us at least three months before the end of the respective insurance year.

10.2.2 The following applies to group accident insurance:

10.2.2.1 The insurance contract ends if the business is discontinued or the association is dissolved. A transfer of business is not a cessation of the business.

10.2.2.2 We are entitled to cancel the insurance relationship with one month's notice if insolvency proceedings are opened against your assets or the opening of such proceedings is rejected due to lack of assets.

10.2.3 Please refer to Sections 5.1.1.5 and 5.1.2.4 - End of insurance cover for persons in group accident insurance.

10.3 Cancellation after an insured event

You or we can terminate the contract by cancellation if we have provided a service or you have filed a claim against us for a service.

The cancellation must be received by you or us in text form no later than one month after performance or - in the event of a legal dispute - after withdrawal of the claim, acknowledgement, settlement or legal force of the judgement.

In group accident insurance, we can cancel the insurance cover of an individual insured person under the same conditions and with the same notice periods.

If you cancel, your cancellation will take effect immediately upon receipt by us. However, you can stipulate that the cancellation takes effect at a later date, but no later than the end of the current insurance period.

Cancellation by us shall take effect one month after receipt by you.

10.4 Suspension of insurance cover during military deployments

The insurance cover shall cease to apply to the insured person as soon as he or she serves in a military or similar formation that takes part in a war or warlike operation between the countries of China, Germany, the United States of America and the United Kingdom,

France, Great Britain, Japan, Russia or the USA. The insurance cover will be revived as soon as we have received your notification of termination of service.

The insurance premium

- 11 What do you need to bear in mind when paying contributions? What happens if you do not pay a premium on time?**
- 11.1 Premium and insurance tax**
- The premium invoiced includes insurance tax, which you must pay in the amount stipulated by law.
- 11.2 Payment and consequences of late payment / first or one-off contribution**
- 11.2.1 Due date of payment**
- The first or single premium is due immediately two weeks after receipt of the insurance policy.
- If payment of the annual premium in instalments has been agreed, only the first instalment of the first annual premium shall be deemed to be the first premium.
- 11.2.2 Later start of the Insurance cover**
- If you do not pay the first or single premium on time, but at a later date, the insurance cover will only begin from this date. This does not apply if you can prove that you are not responsible for the non-payment.

11.2.3 Resignation

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

11.3 Payment and consequences of late payment / subsequent contribution

11.3.1 Due date and timeliness of payment

The subsequent premiums are due on the agreed date.

11.3.2 Default

If a subsequent premium is not paid on time, you will be in default without a reminder, unless you are not responsible for the late payment.

We will request payment in text form at your expense and set you a payment deadline of at least two weeks.

This setting of a deadline is only effective if we specify the outstanding amounts of the premium as well as the interest and costs in detail and state the legal consequences that apply in accordance with sections 11.3.3 and 11.3.4 are associated with the expiry of the deadline.

We are entitled to demand compensation for the damage incurred by us as a result of the delay.

11.3.3 No insurance cover

If you are still in arrears with payment after expiry of this payment deadline, no insurance cover shall apply from this point in time until payment is made if you were informed of this in the request for payment in accordance with Clause 11.3.2 paragraph 2.

11.3.4 Cancellation

If you are still in arrears with payment after this payment period has expired, we may terminate the contract without notice if we send you a request for payment in accordance with clause 11.3.2 paragraph 2.

If we have cancelled the contract and you subsequently pay the dunned premium within one month, the contract will continue. However, there is no insurance cover for insured events that occurred between receipt of the cancellation and payment.

11.4 Timeliness of payment by SEPA direct debit mandate

If collection of the premium from an account has been agreed, payment shall be deemed to have been made on time if the premium can be collected on the due date and you do not object to authorised collection.

If the premium due could not be collected by us or your insurance intermediary through no fault of your own, payment shall still be deemed to have been made on time if it is made immediately after our request for payment in text form.

If the premium due cannot be collected because you have cancelled the SEPA direct debit mandate, or if you are responsible for other reasons that the premium cannot be collected repeatedly, we are entitled to demand payment outside the SEPA direct debit mandate in future. You are only obliged to transfer the contribution if you have been requested to do so by us in text form.

11.5 Partial payment and consequences of late payment

If payment of the annual premium in instalments has been agreed, the outstanding instalments are due immediately if you are in arrears with the payment of an instalment.

We can also demand annual premium payments for the future.

11.6 Premium payment to your insurance intermediary

The insurance intermediary named in the insurance policy is authorised to collect your premiums on our behalf and is obliged to forward them to us.

Payment of the premiums to the insurance intermediary named in the insurance policy is equivalent to payment to us.

Further provisions

12 What is the legal relationship between the parties to the contract?

12.1 If the insurance is taken out against accidents that happen to another person (third-party insurance), the following applies:

12.1.1 The insured person can claim benefits from the accident insurance directly from us without your consent. We pay benefits directly to the insured person.

12.1.2 As the policyholder, you shall inform each insured person of the insurance cover provided under this contract and of the right of the insured person in accordance with Section 12.1.1.

12.1.3 The insured person is not entitled to exercise other rights under the contract, only you are.

- 12.1.4** In addition to the insured person, you are responsible for the fulfilment of the obligations.
- 12.2** All provisions applicable to you shall apply accordingly to your legal successor and other claimants.
- 12.3** The insurance claims may not be transferred or pledged before maturity without our consent.
- 13** **What does the pre-contractual duty of disclosure mean?**
- 13.1** **Completeness and accuracy of information on risk-related circumstances**
- Before submitting your contractual declaration, you must notify us of all risk circumstances known to you which we have asked you about in text form and which are relevant to our decision to conclude the contract with the agreed content. You are also obliged to notify us insofar as we ask questions in text form within the meaning of sentence 1 after your contractual declaration but before our acceptance of the contract.
- Circumstances that are capable of influencing our decision to conclude the contract at all or with the agreed content are relevant to the risk.
- If another person is to be insured, this person is responsible, in addition to you, for the truthful and complete disclosure of the risk-relevant circumstances and for answering the questions put to them.
- If the contract is concluded by your representative and they are aware of the risk-relevant circumstance, you must allow yourself to be treated as if you had been aware of it yourself or had fraudulently concealed it.

13.2 **Resignation**

13.2.1 **Prerequisites and exercise of cancellation**

Incomplete and incorrect information on the risk-relevant circumstances shall entitle us to withdraw from the insurance contract.

This only applies if we have informed you of the consequences of a breach of the duty of disclosure by means of a separate notification in text form.

We must assert our right of cancellation in writing within one month. In doing so, we must state the circumstances on which we base our declaration.

Within the one-month period, we may also subsequently provide further circumstances to substantiate our declaration.

The period shall commence at the time at which we become aware of the breach of the duty of disclosure that justifies our right of cancellation.

The cancellation is made by declaration to you.

13.2.2 **Exclusion of the right of cancellation**

We may not invoke our right of cancellation if we were aware of the undisclosed risk circumstance or the inaccuracy of the notification.

We have no right of cancellation if you can prove that you or your representative did not provide the incorrect or incomplete information either intentionally or through gross negligence.

Our right of cancellation due to grossly negligent breach of the duty of disclosure does not apply if you can prove that we would have concluded the contract even if we had been aware of the undisclosed circumstances, even if

would have been concluded on different terms.

13.2.3 Consequences of the cancellation

There is no insurance cover in the event of cancellation.

If we withdraw after the insured event has occurred, we may not refuse insurance cover if you can prove that the incomplete or incorrectly reported circumstance was not the cause of either the occurrence of the insured event or the determination or scope of the benefit.

Even in this case, however, there is no insurance cover if you have fraudulently breached the duty of disclosure.

We are entitled to the part of the premium that corresponds to the contract period that has expired by the time the cancellation takes effect.

13.3 Cancellation or retroactive contract adjustment

13.3.1 If our right of cancellation is excluded because your breach of a duty of disclosure was neither intentional nor due to gross negligence, we may cancel the insurance contract by giving one month's notice in text form.

This only applies if we have informed you of the consequences of a breach of the duty of disclosure by means of a separate notification in text form.

In doing so, we must state the circumstances on which we base our declaration. Within the one-month period, we may also subsequently state further circumstances in support of our declaration.

The period begins at the time when we become aware of the breach of your duty of disclosure.

We may not invoke our right of cancellation due to a breach of the duty of disclosure if we were aware of the undisclosed risk circumstance or the inaccuracy of the disclosure.

The right of cancellation is also excluded if you can prove that we would have concluded the contract even if we had been aware of the undisclosed circumstances, albeit on different terms.

13.3.2 If we cannot withdraw from or cancel the contract because we would have concluded the contract even if we had been aware of the undisclosed circumstances, but under different conditions, the other conditions shall become part of the contract retroactively at our request. If you are not responsible for the breach of duty, the other conditions shall become part of the contract from the current insurance period.

This only applies if we have informed you of the consequences of a breach of the duty of disclosure by means of a separate notification in text form.

We must assert the contract adjustment in writing within one month. In doing so, we must state the circumstances on which we base our declaration.

Within the one-month period, we may also subsequently provide further circumstances to substantiate our declaration.

The period shall commence at the time at which we become aware of the breach of the duty of disclosure that entitles us to adjust the contract.

We may not invoke an adjustment to the contract if we were aware of the undisclosed risk circumstance or the inaccuracy of the notification.

If the premium increases by more than 10 per cent as a result of the contract adjustment or if we exclude the risk cover for the undisclosed circumstance, you can cancel the contract in text form without notice within one month of receiving our notification.

13.4 Contestation

Our right to contest the contract on the grounds of fraudulent misrepresentation remains unaffected. In the event of cancellation, we shall be entitled to the portion of the premium corresponding to the contractual period that has expired by the time the declaration of cancellation takes effect.

14 What do I need to bear in mind when notifying us? What applies if you change your address?

14.1 All notifications and declarations intended for us should be sent to

- our head office / management or
- to your insurance broker.

14.2 If you have not notified us or your insurance intermediary of a change of address, the dispatch of a registered letter to the last address known to us is sufficient for a declaration of intent to be made to you. The declaration shall be deemed to have been received three days after the letter was sent.

This also applies if you change your name.

General contract information

15 Information about the insurer

Lloyd's Insurance Company S.A. is an insurance company authorised and licensed in Belgium by the National Bank of Belgium (NBB) and supervised by the Financial Services and Markets Authority (FSMA) (Ref. 3094).

15.1 Address

Lloyd's Insurance Company S.A.
Bastion Tower
Marsveldplein 5
1050
Brussels
Belgium

Registered with the Belgian central database of companies under registration number 682.594.839 RLE

15.2 Company headquarters

The company is headquartered in Brussels, Belgium.

15.3 Legal form

Public limited company (S.A.) under Belgian law.

15.4 Legal representative

Lloyd's Insurance Company S.A. has a branch in Germany.

The legal representative of the branch office for Germany is the chief authorised representative Jan Blumenthal.

The address is:

Lloyd's Insurance Company S.A. Branch Office for Germany Taunusanlage 11
60329 Frankfurt am
Main Germany

HRA Frankfurt am Main 26467

15.5 Main business activity

Lloyd's Insurance Company S.A. conducts insurance and reinsurance business in the non-life insurance sector.

15.6 Competent supervisory authority

Lloyd's Insurance Company S.A. is supervised and regulated by the "National Bank of Belgium, Boulevard de Berlaimont 3, 1000 Brussels, Belgium".

16 Information on the subscription agent

16.1 Address

Cooper Gay SAS branch for
Germany Scala west
Solmsstrasse 83
60486 Frankfurt am Main

HRB Frankfurt am Main 125598

16.2 Company headquarters

The company is headquartered in Liège, Belgium.

16.3 Legal form

Public limited company (SAS) under Belgian law.

16.4 Legal representative

Permanent representative of Cooper Gay SAS, Branch Office for Germany, is the Managing Director Frédéric Chappaz.

16.5 Competent supervisory authority

Cooper Gay SAS is subject to the supervision of the Autorité de Contrôle Prudentiel et de Résolution 4 place de Budapest (ACPR) , CS 92459 - 75436 Paris cedex 09 and is registered in accordance with article L.520-1 of the Insurance Code. Intermediary register number ORIAS: 07 002 766 (www.orias.fr).

17 Information on the insured benefits

the day stated in the insurance policy, 00.00 hrs.

17.1 Key features / legal basis

18.2 Cancellation policy according to § 8 para. 2 No. 2 VVG

17.1.1 Basis of the
The basis of the insurance contract is your application (if available), these insurance conditions, which incorporate our tariff provisions, your insurance policy and the Insurance Contract Act in the form reformed on 1 January 2008.

18.2.1 Right of cancellation
You can cancel your contractual declaration in writing (e.g. letter, fax, e-mail) within two weeks without giving reasons.

17.1.2 This insurance insures you against accidents (see Clause 1) with the benefits listed in your insurance policy and defined in Clause 2, which are due in accordance with Clause 9. As the insurer, we provide the contractually agreed insurance benefits within the scope of these insurance conditions.

The period begins on the day after you have received the insurance policy, the contractual provisions including our General Terms and Conditions of Insurance and the contractual information pursuant to Section 7 (2) of the German Insurance Contract Act and this instruction in text form.

17.2 Costs and method of payment

In electronic business transactions (online application or online contract conclusion), the cancellation period does not begin before we have also fulfilled the additional obligations specifically applicable to this sales channel in accordance with Section 312e (1) sentence 1 BGB (means of correcting input errors, confirmation of the application).

With the exception of the premium stated in the insurance policy (incl. statutory insurance tax), you are not required to pay any further costs for the conclusion of the contract and the insurance cover.

The premium must be paid by you in accordance with the method of payment specified in the insurance policy; see also clause 11.

17.3 Period of validity

18.2.2 Consequences of cancellation

These insurance conditions can be amended by us at any time for new, but not for existing, contracts. We are bound by our offer (quotation) for 30 days.

Timely dispatch of the cancellation is sufficient to comply with the cancellation period. The cancellation is to be sent to

**Scala west
Solmsstraße 83
60486 Frankfurt am Main**

18 Information on the contract

18.1 Conclusion of your contract

The contract is concluded by our confirmation of cover. The start of the contract and your insurance cover is

In the event of an effective cancellation, your insurance cover will end and we will refund the portion of your premium that relates to the period after receipt of the cancellation.

We may retain the part of your premium that is attributable to the period up to receipt of the cancellation if you have agreed that the insurance cover may be^{25 / 31} cancelled before expiry of the cancellation period.

the cancellation period begins. If you have not given such consent or if the insurance cover only begins after the cancellation period has expired, we will refund the entire premium.

We will refund your contributions immediately; at the latest 30 days after receipt of the cancellation.

18.2.3 Special notes

Your right of cancellation is excluded if the contract has been completely fulfilled by both parties at your express request before you have exercised your right of cancellation.

The right of cancellation does not apply to contracts with a term of less than one month.

18.3 Term and cancellation conditions

The contract runs for the period stated in the insurance policy. The cancellation conditions can be found in section 10.

19 Information on the legal process

19.1 Which law applies?

This contract is governed by German law.

19.2 Which court has jurisdiction?

19.2.1 The place of jurisdiction for legal action against us arising from the insurance contract is Frankfurt am Main. If you are a natural person, the court in whose district you have your domicile or, in the absence of such, your habitual residence at the time the action is brought shall also have local jurisdiction.

19.2.2 If you are a natural person, actions arising from the insurance contract must be brought against you before the court that has jurisdiction for your place of residence or, in the absence of such, the place of your habitual residence. If you are a legal entity, the place of jurisdiction is determined by

competent court according to your registered office or branch office.

19.2.3 If your place of residence, registered office or place of business is in a country outside the European Community, Iceland, Norway or Switzerland, the place of jurisdiction is again Frankfurt am Main.

Contract language

19.3

The contract language is German. All communication shall take place exclusively in German.

Who is responsible for your complaints?

20

Cooper Gay Complaints Centre

20.1

We want to offer our customers a high standard of service at all times. However, even with the best of intentions, we have to accept that there may be cause for you, our customer, to feel that we have not been able to achieve this. If you feel you have cause for complaint, please contact the complaints department of your contractual partner Cooper Gay SAS in the first instance, quoting your policy number:

Cooper Gay SAS
Complaints Centre
Scala west
Solmsstraße 83
60486 Frankfurt am
Main Germany
Tel: +49 69 9 77 88 99-0
Fax: +49 69 9 77 88 99-111
complaints.frankfurt@coopergay.eu

Insurer Complaints office

20.2

If you are unable to find a solution to the situation, refer the matter to the insurer of the tariff. His contact details are:

Service Manager
Complaints team
Lloyd's Insurance Company S.A.
Bastion Tower
Marsveldplein 5
1050
Brussels
Belgium
Tel: +32 2 227 39 40
LloydsEurope.Complaints@lloyds.com

20.3 Insurance Ombudsman

Complaints that neither Cooper Gay SAS nor Lloyd's Insurance Company S.A. can resolve can be referred to the Ombudsman Service for a decision. be submitted. You will receive further details at the relevant stage of the complaints procedure. This complaints procedure is without prejudice to your right to bring an action in court.

Versicherungsombudsmann e. V. P.O.
Box 080632
10006 Berlin Germany
Switchboard: +49 30 20605899
beschwerde@versicherungsombudsmann.
de

Please note that there may be other out-of-court complaints bodies in your home country that you can contact.

20.4 Online dispute resolution platform

For complaints from the member states of the European Union as well as Iceland, Liechtenstein and Norway, the network of conciliation centres for Financial Services, "FIN-NET", contacts of out-of-court complaint centres and a standardised complaint form are available for you.

<http://ec.europa.eu/consumers/odr/>

20.5 Responsible supervisory authority

As an insurance company, we are subject to supervision by the German Federal Financial Supervisory Authority (BaFin).

Federal Financial Supervisory Authority
(BaFin) Division VBS 4
Graurheindorfer Str. 108
53117 Bonn
poststelle@bafin.de
<http://www.bafin.de>

A complaint can also be submitted to BaFin free of charge. It then examines whether the insurer has complied with the agreed contractual conditions and legal requirements. BaFin cannot make binding decisions on individual disputes.

Data processing information sheet

21 Preliminary remark

Today, insurance companies can only fulfil their tasks with the help of electronic data processing (EDP). This is the only way to process contractual relationships correctly, quickly and economically; IT also offers better protection for the insured community against abusive behaviour than the previous manual procedures.

We process your personal data in compliance with the EU General Data Protection Regulation (GDPR), the German Federal Data Protection Act (BDSG), the relevant data protection provisions of the German Insurance Contract Act (VVG) and all other relevant laws.

If you would like to insure yourself with us, we need your data to conclude the contract and to assess the risk to be assumed by us. If the insurance contract is concluded, we will process this data in order to issue the policy or send you an invoice.

We require information in the event of claims and benefits in order to check how you have insured yourself in detail and what benefits you receive from us. It is not possible to conclude or implement the insurance contract without processing your data.

In addition, we need your personal data to compile insurance-specific statistics, e.g. for the development of new tariffs or to fulfil regulatory requirements. We also use selected data from all existing contracts within the Group to analyse the entire customer relationship, for example,

in order to provide you with targeted advice on amending or supplementing your contract. They also form the basis for comprehensive customer service.

The legal basis for this processing of personal data for pre-contractual and contractual purposes is Art. 6 (1) GDPR.

b) GDPR. If special categories of personal data, e.g. your health data, are required for this, we will obtain your consent in accordance with Art. 9 (2) a) GDPR.

in conjunction with Art. 7 GDPR. If we compile statistics with these data categories, this is done on the basis of Art. 9 para. 2 j) GDPR in conjunction with Art. 27 BDSG. § SECTION 27 BDSG.

We also process your data in order to protect our legitimate interests or those of third parties (Art. 6 (1) (f) GDPR). This may be necessary, for example:

- to ensure IT security and IT operations,
- for advertising our own insurance products and for other products of the Group companies and their co-operation partners as well as for market and opinion surveys,

to prevent and investigate criminal offences, in particular we use data analyses to identify indications that may point to insurance fraud.

Right of objection

You have the right to object to the processing of your personal data for direct marketing purposes.

If we process your data to protect legitimate interests, you can object to this processing if your particular situation gives rise to reasons that speak against data processing.

In addition, we process your personal data to fulfil legal obligations. This includes, for example, regulatory requirements, retention obligations under commercial and tax law or our duty to provide advice. In this case, the legal basis for the processing is the respective legal regulations in conjunction with Art. 6 para. 1 c) GDPR.

22 Declaration of consent in accordance with the General Data Protection Regulation (GDPR)

The policyholder agrees that we may, to the extent necessary, process data arising from the application documents or the execution of the contract (in particular premiums, insured events, risk data, etc.).

The insurance company is authorised to collect the data resulting from the insurance policy (e.g. insurance policies/contract amendments) and to transmit this data to other insurers and/or to the German Insurance Association (Gesamtverband der Deutschen Versicherungswirtschaft e.V./Verband der privaten Krankenversicherung e.V.) for the purpose of assessing the risk and processing the insurance and reinsurance as well as for assessing the risk and claims in order to pass this data on to other insurers. This consent also applies irrespective of

from the conclusion of the contract and for corresponding checks for (insurance) contracts applied for elsewhere and for future applications.

The policyholder further agrees that we and the reinsurers may keep his general application, contract and benefit data in joint data files and pass them on to the intermediary(ies) responsible for him, insofar as this serves the proper conduct of his insurance affairs.

Health data may only be passed on to insurers and reinsurers; it may only be passed on to intermediaries if this is necessary for contract design.

Without any influence on the contract and revocable at any time, the policyholder further agrees that the agent(s) may also use his/her general application, contract and benefit data for advice and support in other financial services.

23 Declaration of confidentiality

In addition, the transfer of data that is subject to professional secrecy, such as that of a doctor, also requires special authorisation from the person concerned (release from confidentiality). In life, health and accident insurance (personal insurance), a confidentiality release clause is therefore also included in the application or in claims/benefit notifications.

In the following, we would like to give you some key examples of data processing and utilisation.

23.1 Data storage with your insurer

We store data that is necessary for the insurance contract. This is initially your application data, e.g. surname, first name, address, date of birth, occupation. In addition, insurance-related data such as customer number (partner number), sum insured, insurance term, premium, bank details and, if necessary, details of a third party, e.g. an intermediary, an expert or a doctor (contract data) are stored for the contract. In the event of an insured event, we store your details of the claim and, if applicable, details from third parties, such as the degree of occupational disability determined by the doctor, the findings of your repair workshop regarding a motor vehicle total loss or, on expiry of a life insurance policy, the amount paid out (benefit data).

23.2 Data transmission to Reinsurer

In the interests of its policyholders, an insurer will always endeavour to balance the risks it assumes. For this reason, in many cases we cede some of the risks to reinsurers in Germany and abroad. These reinsurers also require corresponding underwriting information from us, such as policy number, premium, type of insurance cover and risk and risk surcharge and, in individual cases, your personal details.

If reinsurers are involved in the risk and loss assessment, they are also provided with the necessary documents. In some cases, reinsurers use the services of other reinsurers, to whom they also provide the relevant data.

23.3 Data transmission to other insurers

According to the German Insurance Contract Act, the insured person must inform the insurer of all circumstances that are important for the assessment of the risk and the claims settlement when submitting the application, each change to the contract and in the event of a claim. This includes, for example, previous illnesses and insured events or information about other similar insurance policies (applied for, existing, rejected or cancelled). In order to prevent insurance fraud, to clarify any contradictions in the information provided by the insured person or to close gaps in the findings on the loss incurred, it may be necessary to ask other insurers for information or to provide corresponding information in response to enquiries.

23.4 Data transfer to external service providers and other recipients

We work with selected external service providers to fulfil our contractual and legal obligations. In the list of service providers, you will find the companies with which we have long-term business relationships. You can obtain the current version from our data protection officer.

In addition, we may be obliged to transfer your personal data to other recipients, such as authorities to fulfil statutory reporting obligations (e.g. social insurance institutions, tax authorities and the Central Allowance Office for Retirement Assets).

23.5 Data exchange with your employer

If your employer takes out group insurance with us for you as an employee, they will register you for insurance. In doing so, they will inform us of your name, address, date of birth and gender.

23.6 Credit reports

Like many other companies, we also check the general payment behaviour of new customers that we do not yet know very well, for example. This is a standard procedure in the business world, in which we obtain information via the CREDITREFORM credit agency.

23.7 How long do we store your data?

We store your data for the duration of your contract. In addition, we store your personal data to fulfil legal obligations to provide evidence and retain data. These arise, among other things, from the German Commercial Code, the German Fiscal Code and the German Money Laundering Act. The retention periods are up to ten years.

If the insurance contract is not concluded, we will delete your application data three years after the application has been submitted.

23.8 What rights do you have?

In addition to the right to object, you have the right to information, rectification and erasure of your data and to restriction of processing. On request, we will provide you with the data you have provided in a structured, commonly used and machine-readable format. If you wish to view or change your data, please contact us at the above address.

23.9 Complaints office

You have the option of contacting our data protection officer or a data protection supervisory authority. The data protection supervisory authority responsible for us is

The Hessian Commissioner for Data Protection and Freedom of Information

P.O. Box 3163

65021 Wiesbaden

Phone: +49 611 1408 - 0

Fax: +49 611 1408 - 611

<https://datenschutz.hessen.de/>

Special conditions for accident insurance with progressive disability scale (BB Progression - 500 per cent)

You have taken out accident insurance with us with a progressive disability scale. The degree of disability is determined in accordance with Section 2.1 and Section 3 of the Accident Insurance Terms and Conditions.

Section 2.1 is supplemented as follows:

If this results in a degree of disability of

- up to 25 per cent, there is no increase in the insurance benefit;
- 25 to 75 per cent, every percentage point in excess of 25 is doubled;
- above 75 per cent, every percentage point above 75 is tripled.

This supplement affects the amount of the disability benefit in detail as follows:

Accidental damage Benefit Inv. degree from the Sum insured		Accidental damage Inv. degree		Power from the Sum insured		Accidental damage Inv. degree		Power from the Sum insured	
from %	on %	from %	on %	from %	on %	from %	on %	from %	on %
26	28	45	85	64	184	83	330		
27	31	46	88	65	190	84	340		
28	34	47	91	66	196	85	350		
29	37	48	94	67	202	86	360		
30	40	49	97	68	208	87	370		
31	43	50	100	69	214	88	380		
32	46	51	106	70	220	89	390		
33	49	52	112	71	226	90	400		
34	52	53	118	72	232	91	410		
35	55	54	124	73	238	92	420		
36	58	55	130	74	244	93	430		
37	61	56	136	75	250	94	440		
38	64	57	142	76	260	95	450		
39	67	58	148	77	270	96	460		
40	70	59	154	78	280	97	470		
41	73	60	160	79	290	98	480		
42	76	61	166	80	300	99	490		
43	79	62	172	81	310	100	500		
44	82	63	178	82	320				

