

General Terms & Conditions of Accident Insurance  
(2008) by Mannheimer Versicherung AG

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

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- and the insured person was not absolutely unfit to drive according to the threshold value applicable to him/her.
- 2. Accidents that happen to the insured person when he/she wilfully commits or attempts a criminal act.
- 3. Accidents that are directly or indirectly caused by events of war or civil war, unless insurance coverage as per § 5 exists.
- 4. Accidents affecting the insured person
  - a) as an aircraft pilot or pilot of aerial sports equipment for which he/she is required by German law to have a permit, or as a crew member of an aircraft or aerial sports device;
  - b) in the course of a professional activity that is practiced with the use of an aircraft;
  - c) in the course of using spacecraft.
- 5. Accidents that happen to the insured person when he/she participates as a driver, co-driver or passenger of a motor vehicle in driving events, or practice exercises associated with them, in which the objective is to attain maximum speeds.
- 6. Accidents that are directly or indirectly caused by nuclear energy.
- 7. Injuries to health due to radiation  
Not excluded, however, are injuries to health due to artificially produced x-rays, laser beams and ultraviolet radiation provided these are not the result of regular contact with radiation devices.
- 8. Injuries to health due to therapeutic measures or operations that the insured person performs, or allows to be performed, on his/her person.  
Not excluded, however, are injuries to health due to operations or therapeutic measures, including radiodiagnostic and radiotherapeutic measures that are occasioned by an insured accident.
- 9. Infections.  
Not excluded, however, are infections in which the pathogens have entered the body through an injury sustained in an insured accident. Those infections remain excluded, however, that are due to insect stings or insect bites and those infections, with the exception of rabies and tetanus, in which the pathogens enter the body, immediately or later, through injuries to skin or mucous membranes that are only minor in themselves.  
Also not excluded are infections caused by therapeutic measures if these have been occasioned by an insured accident.
- 10. Poisoning as a result of ingesting solid or liquid substances through the throat. Not excluded, however, is poisoning caused by therapeutic measures, if such measures were occasioned by an insured accident. In the case of children who have not yet completed their tenth year of life at the time of the accident, poisoning as a result of inadvertent ingestion of harmful substances is also not excluded; food poisoning remains excluded.
- 11. Abdominal or lower abdominal hernias.  
Not excluded, however, are hernias arising from a violent, external impact during an insured accident.
- 12. Injuries to intervertebral discs, bleeding from internal organs, and brain haemorrhages.  
Not excluded, however, are such injuries and haemorrhages that are caused primarily by an accident insured as per § 2 No. 1.
- 13. Pathological disorders as a result of psychological reactions, even if the latter have been caused by an accident.

- § 1 General terms & conditions of accident insurance and terms of the types of benefits covered

The present general terms & conditions of accident insurance contain the provisions pertaining to the accidents that are insured, the insured persons, the exclusions that apply to every type of accident insurance, and general rules of insurance coverage. The particular types of benefits provided by insurance coverage (injuries to health and benefits) are specified by the terms for the covered benefit types in question. The general terms & conditions and the terms of the benefit types covered complement one another and are only valid together.

- § 2 Accidents

- 1. An accident has occurred if the insured person has involuntarily suffered an injury to health due to an external event (accidental event) that has had a sudden impact on his/her or her body.
- 2. An accident is also considered to have occurred
  - a) if, due to increased exertion of force on limbs or the spinal column, a joint is dislocated or muscles, tendons, ligaments or capsules are pulled or torn;
  - b) if the insured person involuntarily suffers poisoning as a result of the emission of gasses or vapours.
- 3. An involuntary injury to health in the sense of No. 1 has also occurred if the insured person has suffered the injury to health in the course of lawful defence or in an effort to save human life or property.

- § 3 Geographical coverage

The insurance protection covers accidents anywhere in world.

- § 4 Accidents and injuries to health not covered

Excluded from insurance coverage are:

- 1. Accidents due to mental disorders or disturbances of consciousness, even if they stem from intoxication, and accidents resulting from epileptic seizures or other convulsive fits affecting the entire body of the insured person.  
Such accidents are not excluded, however, if these disturbances or seizures are caused by an insured accident. Also not excluded are accidents due to disturbances of consciousness that follow immediately upon a heart attack or stroke.  
A disturbance of consciousness stemming from intoxication shall not be assumed in the event of road traffic accidents if threshold values for absolute unfitness to drive have been set by decision of the highest court

- § 5 Insurance coverage for accidents connected with events of war or civil war

- 1. Insurance coverage exists, in accordance with No. 3, for a limited period of time for accidents that happen to the insured person due to events of war when the person is not an active participant in the war or civil war (passive risk of war). Active participants include persons who, on behalf of a belligerent party, deliver, remove or otherwise deal with installations, facilities, equipment, vehicles, weapons, or other materials intended for the conduct of war. Also insured are accidents due to terrorist attacks committed outside the territories of the belligerent parties but causally connected with a war or civil war.
- 2. The following remain excluded from insurance coverage:
  - a) accidents if the insured person goes to the crisis area after the outbreak of the war or civil war;
  - b) accidents if the insured person goes to the crisis area in pursuit of his/her profession (e.g., journalist, cameraman) in expectation of a possible war or civil war.
  - c) accidents due to atomic, biological or chemical weapons;

- d) accidents in connection with a war or war-like state between the countries China, Germany, France, Great Britain, Japan, Russia or the U.S.A.;
- e) accidents in connection with a war or civil war if the state in which the insured person has his/her permanent or ordinary residence is involved as a belligerent party, or if the events of war take place on the territory of that state.
3. The insurance coverage shall exist no longer than a period of seven days after midnight of the day on which the hostilities have erupted.
- § 6 Limitation of benefits for contributory disorders or disabilities
- If prior disorders or disabilities have contributed to injuries to health, or to their consequences, brought about by an accidental event, then the benefit shall be reduced in proportion to the contribution of the disorder or disability if this contribution amounts to 25 percent or more.
- § 7 Non-insurable persons
1. Persons who are acknowledged to be in need of Level III care as defined by § 15 (1) No. 3 German Code of Social Law (Sozialgesetzbuch) XI are non-insurable and, despite payment of premiums, uninsured.
  2. The insurance coverage expires as soon as the insured person is no longer insurable. In such case the insurance policy ends at the same time.
  3. The premium paid for the period of non-insurability shall be refunded.
- § 8 Duty of disclosure when the contract is made or amended
1. The insurer provides the insurance coverage in reliance upon the truthful and full disclosure of all circumstances relevant to the making of the contract and the assumption of the risk to be insured.
  2. The policyholder has until the submission of his/her insurance declaration to inform the insurer of all risk factors known to the policyholder that are relevant to the insurer's decision to enter into the contract with the stipulated contents and that the insurer has asked about in text form. The same provision applies if the insurer poses such questions later but before accepting the contract. If this duty of disclosure is breached, the insurer may, in accordance with § 19 to § 21 and § 29 of the German Insurance Contract Act (VVG), withdraw from the contract without liability for the payment of benefits, terminate the contract, or make an adjustment to the contract.
  3. The insurer's right to rescind the contract pursuant to § 22 VVG and § 123 German Civil Code (BGB) for fraudulent misrepresentation remains unaffected.
  4. If a person other than the policyholder is to be insured, then this person shall also be responsible for disclosure of the circumstances affecting him/her.
  5. If the contract is made by an agent of the policyholder, the policyholder is, in accordance with § 20 VVG, accountable for the agent's knowledge and conduct.
  6. In the event the contract is amended, Nos. 1 - 5 shall apply mutatis mutandis.
- § 9 Change of occupation or employment; military service
1. The insured person's occupation and employment are crucial in calculating premiums and insured sums. For this reason each person who is to be and can be insured shall be assigned to a specific risk group when the contract is made (see the list of risk groups).
  2. The policyholder shall immediately provide notification of changes in the insured person's occupation or employment that occur after the contract is made, particularly those that might require classification in a risk group with a higher risk of accident.  
Completion of compulsory military or alternative service and participation in military reserve exercises are not considered a change in occupation or employment.
  3. If, while the premium remains the same, a change in the insured person's occupation or employment results in lower insured sums according to the insurance rate in effect at the time of the change, these insured sums shall become effective one month after the time of the change.
  4. If, while the premium remains the same, a change in the insured person's occupation or employment results in higher insured sums according to the insurance rate in effect at the time of the change, these insured sums shall take effect at the time of the change, but they shall not exceed the maximum insured sums specified in the insurance rate schedule.
  5. Notwithstanding No. 3 and No. 4, it can be stipulated that the contract with the insured sums already in effect, but with an increased or reduced premium, be continued.
  6. The newly calculated insured sums shall apply to both occupational and non-occupational accidents.
- § 10 Premium; consequences of paying the premium late
1. The policyholder shall, unless it is stipulated otherwise, pay the first premium immediately after the contract is entered into, but no earlier than the date of the stipulated commencement of the insurance. Subsequent premiums shall be paid on the dates stipulated in each case.
  2. If payment by instalments is stipulated, the instalments are due on the first of the month in which each payment period begins. The outstanding instalments shall be considered deferred until the stipulated payment dates. The deferred instalments for the current insurance year become due immediately if the policyholder falls partially or completely into arrears with an instalment or if compensation becomes due.
3. If the first premium is not paid promptly, the insurer may,
    - a) as long as payment remains to be effected, withdraw from the contract pursuant to § 37 (1) VVG, and/or
    - b) pursuant to § 37 (2) VVG, be released from its obligation to pay for insured events that occur before the payment, unless the policyholder is not responsible for the non-payment.
  4. If a subsequent premium is not paid on time, the insurer may be released from liability for payment through a demand for payment or notice of termination pursuant to § 38 VVG.
  5. If direct debiting is stipulated, the payment is on time if the premium can be debited from the specified account on the stipulated date. If, for reasons for which the policyholder is liable, the premium cannot be collected as stipulated, or if the collection is opposed by the account holder, the policyholder will fall into arrears. The insurer may then abandon further collection attempts and request in text form that the policyholder pay by credit transfer.
  6. If the relationship of insurer and insured ends before the stipulated contract term expires, is terminated retroactively after its commencement, or is invalid from the beginning, the insurer shall be entitled to a premium or transaction fee as provided by law, particularly by § 39 and § 80 VVG.
- § 11 Commencement and end of insurance coverage
1. The insurance coverage shall begin on the date of the stipulated commencement of insurance if the first premium is paid promptly. If the first premium is not paid promptly, the insurance coverage shall not commence until the premium is paid, unless § 10 No. 3 provides otherwise, but not before the date of the stipulated commencement of insurance.
  2. The insurance coverage shall end no later than the expiration of the contract.
- § 12 Family income benefit policy
1. If the policyholder is at the same time an insured person, and if he/she has not yet completed his/her 50th year of life, then his/her spouse, if he/she marries, and his/her child, if a child is born or he/she adopts a child that has not yet completed its 10th year life at the time of the adoption, are also insured without an additional premium in accordance with No. 2, provided the insurer is notified of the event within three months.
  2. Insurance coverage for the spouse begins with the wedding, for biological children with the completion of the birth, and for adopted children when the adoption becomes legally valid. It is valid for six months. The spouse and the biological or adopted children are insured, with the same benefit types and the same insured sums as the policyholder, under all accident insurance policies that the policyholder has taken out with the insurer, but only with the following benefit types and with the following maximum sums:
 

for disability benefits	EUR 50,000.00
for accident pension benefits	EUR 250.00
for transition benefits	EUR 2,500.00
for daily hospital benefits	
with convalescence benefits	EUR 10.00
for death benefits	EUR 10,000.00 for the spouse
	EUR 5,000.00 for children
for rescue costs	EUR 5,000.00
for health spa costs	EUR 2,500.00

 Progression and additional benefits models stipulated for the policyholder, increased dismemberment schedules, and an increase in insurance benefits stipulated for the policyholder for accidents occurring during leisure time do not apply to the spouse or the children.
- § 13 Insurance coverage for children
1. As long as the policyholder has insured at least two biological or adopted children under 18 years of age for the same type of benefit, the policyholder's other children are also insured for this type of benefit (biological children from the completion of birth, adopted children from when the adoption becomes legally valid), without an additional premium, until the completion of their 18th year of life; if the insured sums are different, for the lowest sum so far stipulated for one child. The insurance coverage is not provided if the policyholder qualifies for family income benefit coverage as per § 12.
  2. At the end of the insurance year in which an insured child has completed its 18th year, the policyholder may, while the insurance contract remains in effect, choose among the following options:
    - a) The insured sums remain unchanged, and the premium according to the insurance rate then in effect for adults shall be paid;
    - b) The premium remains the same, and the insured sums are reduced in proportion to the insurance rate for adults in effect at that time for the existing premium.
 The policyholder shall be informed of his/her right to exercise these options in a timely manner. If the policy holder has not exercised his/her choice by, at the latest, two months after the beginning of the new insurance year, the contract shall continue as per b).

3. If a policyholder who had not yet completed his/her 45th year of life at the commencement of the contract dies during the agreed term of the contract, the insurance of the children insured through him/her shall end if the legal representative, or one of the legal representatives, of the child does not, as a new policyholder, continue it retrospectively from the date of the policyholder's death. If continued, the insurance shall be exempt from the payment of premiums, and the insured sums shall be those in effect at the time of the death. The continued contract ends at the end of the insurance year in which the insured child completes its 18th year of life. Continuation of the contract is barred in the event of the policyholder's death due to events of war or civil war or if he/she holds an insurance contract covering premium reimbursement.

#### § 14 Scheduled increases in benefits and premiums (dynamic adjustment)

1. If a scheduled increase in benefits and premium (dynamic adjustment) is stipulated, the insured sums and premiums shall be increased annually by the percentage stipulated in the insurance policy. When increased, the insured sums for disability and death shall be rounded up to the nearest five hundred euros, those for the transition benefit to the nearest fifty euros, those for the accident pension to the nearest five euros, and those for daily allowance and daily hospitalisation benefits to the nearest fifty cents. The premium shall be increased by the same ratio as the insured sums.
2. The scheduled increase in insured sums and premium shall occur at the beginning of the insurance year, starting in the second insurance year. The insurer shall notify the policyholder of the new insured sums and new premium in an addendum to the insurance policy no later than with the request for payment of the new premium. The increase shall be cancelled retrospectively if the policyholder objects to it within one month from the beginning of the new insurance year or if he/she does not pay the increased premium within two months after the request for payment.
3. The policyholder may cancel the agreement concerning the scheduled benefit and premium increase as of the end of the insurance year. At his/her request it shall be reinstated at the beginning of the following insurance year.

#### § 15 Term of contract

1. The insurance contract shall be made for the term stipulated in each case.
2. Insurance contracts with a term of at least one year are renewed from year to year if they are not cancelled in writing by no later than three months before expiration.
3. An insurance contract that has been made for a term of more than three years may be cancelled in writing as of the end of the third year, or of each year thereafter, subject to a period of three months.
4. The cancellation can be limited to individual insured persons or individual benefit types.

#### § 16 Insurance against accidents that happen to a third party

1. Insurance against accidents that happen to a third party (third-party insurance) shall, when in doubt, be considered to have been made for the benefit of the other (third-party insurance for the account of another).
2. In the case of third-party insurance contracted for account of another, the policyholder may, even if he/she is not in possession of the insurance policy, exercise in his/her own name the rights of the insured party without the latter's consent and, in particular, demand the insurance benefit and assign the rights of the insured party. Before providing the insurance benefit, however, the insurer may demand proof that the insured person has consented to this. The insured party may not exercise his/her rights even if he/she is in possession of the insurance policy. He/she may demand the insurance benefit only with the consent of the policyholder.
3. Insofar as the policyholder's knowledge or conduct is of legal significance, the knowledge and conduct of the insured person shall also be taken into account both in the case of third-party insurance for the account of another and in the case of third-party insurance for one's own account.

#### § 17 Duties after an accident occurs

1. As soon as it becomes evident after an accident that it may be expected to result in a liability, a physician shall be consulted without delay and the insurer informed.
2. The accident notice sent by the insurer shall be truthfully completed in writing and immediately returned to the insurer. Any other pertinent information requested shall be furnished without delay.
3. The insured person shall allow him/herself to be examined by the physicians engaged by the insurer. The insurer shall bear the necessary costs, including any resulting loss of earnings.
4. The physicians who treat or examine the insured person, even if they do so for other reasons, and other insurers, insurance carriers, and authorities shall be authorised to furnish all required information.
5. In addition to these obligations, special obligations may be imposed as per the terms of the insured benefit type in question.
6. If an obligation to be fulfilled after an accident occurs is breached, the insurer shall, in accordance with § 28 (2) to (4) VVG and § 29 VVG, be partially or completely without liability for the payment of benefits.

#### § 18 When benefits become due; assignment and pledging

1. As soon as the insurer has received the documents that the policyholder must produce as evidence of the sequence of events during the accident and of the accident's consequences, the insurer is obliged to declare in text form within one month, unless a longer period is specified in the terms for the type of insured benefit in question, whether and in what amount it admits a claim. The insurer shall bear the medical fees incurred by the policyholder to substantiate the claim for a benefit.
2. If the insurer admits the claim, or if policyholder and insurer agree on the merits and amount of the claim, the insurer shall pay the benefit within two weeks.
3. If at first only the liability is certain, the insurer shall, at the policyholder's request, make reasonable advance payments.
4. Claims for benefits under the contract can be neither assigned nor pledged before they are due without the consent of the insurer. Assignments and pledges not subject to the insurer's approval shall become effective in relation to the insurer only if, and not until, the existing beneficiary has notified the insurer of them in writing.
5. Other conditions for the payment of benefits may be imposed by the terms of the type of benefit insured.

#### § 19 Cancellation after the insured event

1. If the insurer has paid a benefit under the contract, or a legal action for performance has been brought against it, the policyholder and the insurer may terminate the contract; the termination may be limited to the insured person concerned or the type of benefit concerned. It must be sent in writing no later than one month after performance or, in the case of a lawsuit, after withdrawal of the action, acknowledgment, settlement, or a final and binding judicial decision.
2. The policyholder's termination shall become effective when received by the insurer. The policyholder may, however, specify that it is not to become effective until a later time, though no later than the end of the insurance year. The insurer's termination shall become effective one month after its receipt by the policyholder.

#### § 20 Statute of limitations

1. Claims arising out of the insurance contract become statute-barred in three years. The limitation period is calculated according to the general provisions of the German Civil Code.
2. If the insurer has been notified of a claim arising from the insurance contract, the running of the statute of limitations is suspended by the notification until such time as the claimant receives the insurer's decision in text form.

#### § 21 Domestic jurisdictions

1. For legal actions against the insurer arising out of the insurance contract, the court of competent jurisdiction shall be determined on the basis of location of the insurer's head office or of the branch office responsible for the insurance contract. If the policyholder is a natural person, that court is also locally competent in whose district the policyholder has his/her ordinary residence when he/she brings his/her action or, if such is lacking, where he/she has his/her permanent residence.
2. For legal actions against the policyholder arising out of the insurance contract, the court mentioned in No. 1 sentence 2 has exclusive jurisdiction if the policyholder is a natural person. If the policyholder is a legal person or a partnership, the court of competent jurisdiction shall be determined according to the location of its head office or branch office.
3. If the permanent or ordinary residence of the policyholder is unknown at the time legal action is initiated, the court jurisdiction for actions against the policyholder arising out of the insurance contract shall be determined according to the location of the insurer's head office or of its branch office responsible for the insurance contract.
4. § 215 VVG and the provisions of the German Code of Civil Procedure otherwise apply.

#### § 22 Notices and statements; change of address or name

1. Unless otherwise specified by law or contract, notices and statements of the policyholder intended for the insurer must be made in text form. Written form qualifies as text form.
2. If the policyholder has not informed the insurer of a change of his/her address or name, the dispatch of a registered letter to the last address known to the insurer shall, in accordance with § 13 VVG, suffice for a declaration of intent that is to be delivered to the policyholder. The declaration shall be considered received three days after the letter has been dispatched. These provisions apply, with the necessary modifications, if the policyholder has taken out the insurance policy under the address of his/her business enterprise, if a commercial establishment is relocated, or if there is a change of business name.

## § 23 Legal provisions

1. Unless otherwise specified, the legal provisions apply. German law applies.
2. An excerpt from the German Insurance Contract Act (VVG) is appended to the text of the terms. It contains in particular the aforementioned provisions and the legal provisions mentioned in the terms for the insured benefit types.

## List of risk groups (2008)

### A. Risk group A

Persons whose risk of accident is, in all respects, normal. These are

- persons without gainful employment, particularly housewives/house husbands, pupils (unless they fall under E.), students, and pensioners.
- persons who practice a profession without activities, even occasional ones, that pose an increased risk of accident. Activities that pose an increased risk of accident are, in particular, physical activities and other activities described in risk groups B, C, or D.

A normal occupational risk of accident in terms of risk group A exists in the case of pure office work (e.g., business employees, office staff, secretarial workers, judges, administrative assistants).

Persons who fall under risk groups B, C, or D do not belong to risk group A.

### B. Risk group B

Persons with an increased occupational risk of accident. These are persons who practice a profession that poses an increased risk of accident, but without activities, even occasional ones, that pose an especially high risk of accident and, in particular, without activities that fall under C or D. An increased occupational risk of accident in terms of risk group B exists in the case of

- physical activity (e.g., industrial mechanics, but also professional drivers);
- skilled trades (e.g., bakers, automotive mechanics, painters, masons, joiners);
- work with hazardous substances (e.g., chemical laboratory assistant, biotechnology employees);
- activities in connection with the security services (e.g., members of the German armed forces and Federal Border Guard (Bundesgrenzschutz), and members of the police, forestry commission, tax administration, and customs administration who work in the field);
- work with animals (e.g., farmers, veterinarians, animal keepers);
- athletic activities (e.g., dancers and gym, sports, and dance instructors).

Persons who fall under risk groups C or D do not belong to risk group B.

### C. Risk group C

Persons with an especially high risk of accident. These are persons who practice an activity that carries an especially high risk of accident and who therefore can be insured only after a special risk assessment. In these cases the applicant must ask the insurer whether, and for what premium, the risk can be assumed.

An especially high occupational risk of accident exists, for example, among acrobats, stuntmen, mountain climbers and guides, professional divers, munitions search and clearance teams, persons who work with explosives or fireworks, pyrotechnicians, and comparable occupations.

Persons who fall under risk group D do not belong to risk group C.

### D. Risk group D

Persons who, on the basis of their occupational risk of accident, cannot be insured. Non-insurable occupations include, for example, professional, contract and licensed athletes, racing drivers, jockeys, animal tamers, animal trainers, and comparable occupations.

### E. Risk group E

Persons who have not yet completed their 18th year of life (children). They are not assigned to any of the risk groups mentioned above.

#### Please note:

This description provides a preliminary overview of the classification of occupational and employment activities into separate risk groups. A final individual classification is made on the basis of a risk assessment at the time of application. The insurer must be notified of changes of employment during the term of the policy if there are indications that the change entails a change of risk group from the one documented. In this case the provisions of § 8 of the General Terms & Conditions (2008) of Accident Insurance of Mannheim Versicherung AG (Mannheimer AB-Unfall '08) apply. An individual assessment will follow.