



TOKIO MARINE  
KILN

## Swimrun-Athletes-Insurance Program 2019

- TMK Accident Insurance Terms and Conditions
- Conditions for the TMK Travel Cancellation Costs & Curtailment Insurance
- TMK Personal Liability Insurance on Trips

(TMK Swimrun T&C's 2016)

This English translation may be used for information purpose only, the German wording prevails in case of litigation.

## Introduction

The TMK SwimrunT&C's 2016 are based on the law governing insurance contracts (VVG) which was reformed as of 01.01.2008 and essentially on the following which are recommended by the German Insurance Association – GDV –

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

as well as on

- the acceptance directives of TMK (age clause, accumulation, excluded professions)
- the general contractual information which is to be provided according to § 7 VVG (Information of the policy holder) in conjunction with the VVG Information duties regulations (VVG InfoV)
- the information leaflet concerning data processing

and were summarised and extended for customers of TMK.

Should the contract be based on further, e.g. supplementary or special terms and conditions, this can be seen from your insurance contract.

You as insurance policy holder are our contractual partner.

The insured persons and / or groups of persons can be seen from the insurance policy.

We as insurer provide the benefits which are agreed as per contract.

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## The scope of insurance

1. What is insured?
  - 1.1. We offer insurance cover in case of accidents, which the insured person suffers
    - during the validity of the contract;
    - for the insured persons named in the insurance contract;
    - during the participation of in the Confirmation of Cover named events
  - 1.2. Insofar as not otherwise agreed the following applies:
    - 1.2.1. The insurance cover
      - includes accidents all over the world
      - applies 24 hours a day
    - 1.3. It is deemed an accident if the insured person involuntarily suffers a health impairment due to an external event which is suddenly effecting his body (accident event).
    - 1.4. It is also regarded as an accident
      - 1.4.1. if through an excessive exertion on limbs or spinal column
        - a joint is dislocated or
        - muscles, tendons, ligaments or capsules are strained or disrupted;
        - Furthermore also the consequences of heatstroke, sunstroke and frostbite are regarded as an accident
      - 1.4.2. death through drowning or suffocation under water as well as typical health impairments through diving (Caisson illness, barotrauma), even if no accident has occurred.
      - 1.4.3. if the insured person suffers damage to health in the course of lawful defence or during efforts to rescue human life, animals or property.
      - 1.4.4. if the insured person suffers damage to health caused by the gradual effect of gases and vapours. Health damage classified as occupational or industrial diseases are excluded.
  - 1.5. We refer to the regulations concerning the restrictions to the benefit (Subclause 3, 5.2 and 6) and the exclusions (Subclause 4). They apply to all types of benefits.
2. Which types of benefits are agreed?
 

The types of benefits covered are described below or in additional terms and conditions.

The types of benefits agreed by you with us and the sums insured can be derived from the insurance contract.

## 2.1. Disability benefit

### 2.1.1. Pre-requisites for the benefit:

- 2.1.1.1. The physical or mental ability of the insured person is impaired permanently due to an accident (disability).

An impairment is deemed permanent if it is expected to last for longer than three years and no change in the condition can be expected.

The disability has

- occurred within 18 months after the accident and
- is determined by a doctor in a text form within 21 months after the accident and has been claimed by you from us by submitting a medical certificate.

- 2.1.1.2. No entitlement of disability benefit exists if the insured person dies due to the accident within one year after the accident.

### 2.1.2. Type and amount of the benefit:

- 2.1.2.1. We pay the disability benefit as a capital amount.
- 2.1.2.2. The sum insured and the degree of disability due to the accident form the basis for calculating the benefit.
- 2.1.2.2.1. The following degrees of disability shall apply exclusively in case of loss or full functional incapacity of the body parts and sense organs mentioned below:

Hand	40%
Thumb	12%
Index finger	8%
Other fingers	5%
Leg above mid of femoral	70%
Leg until mid of femoral	60%
Leg below knee	50%
Leg up to mid of lower leg	45%
Foot	40%
Large toe	5%
Other toes	2%
Eye	40%
insofar however as the vision of the other eye had been lost before the accident already	60%
Hearing on one ear	20%
insofar however as the hearing of the ear had been lost before the accident already	40%
Sense of smell	10%
Sense of taste	10%
Voice	25%

In case of partial loss or partial impairment of function the corresponding part of the respective percentage shall apply.

2.1.2.2.2. For other body parts and sense organs the degree of disability shall be assessed according to what extent the normal physical or mental ability is impaired on the whole. Exclusively medical aspects are to be taken into account in this case.

2.1.2.2.3. If affected body parts or sense organs or their functions were permanently impaired before the accident already, the degree of disability is reduced by the previous disability. This previous disability is to be assessed according to Subclause 2.1.2.2.1 and Subclause 2.1.2.2.2.

If the accident caused the full loss of the hearing or the eyesight, a previously existing permanent impairment will not be deducted with the percentage with which the impairment was remedied through acoustic or optical aids (hearing aids, glasses, lenses).

2.1.2.2.4. If several body parts or sense organs are impaired through the accident, the degrees of disability determined according to the afore-mentioned provisions will be added. However, more than 100 per cent will not be taken into account.

2.1.2.3. If the insured person dies

- from a cause not relating to the accident within one year after the accident or
- no matter for which cause, later than one year after the accident,

and if an entitlement for disability benefit has incurred, we shall pay according to the degree of disability which could have been expected based on the medical findings.

2.2. Accidental Death benefit

2.2.1. Pre-requisites for the benefit:

The insured person died within 15 months as a result of the accident.

We refer to the special duties according to Subclause 7.5.

2.2.2. Amount of the benefit:

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

## Additional benefits

The following applies to all additional benefits:

If several accident insurances exist for the insured person at TMK, these benefits can only be requested from one of these contracts.

2.3. Rescue costs

2.3.1. Pre-requisites for the benefit:

2.3.1.1. The insured person has suffered an accident or there was a threat of an accident or an accident could be presumed according to the concrete circumstances.

The insured person was incurred necessary costs for their rescue, salvage or the search for him/her.

2.3.1.2. A third party (e.g. another insurer)

- is not obliged to payment or
- disputes its payment obligation or
- provided its payment however this was not sufficient for settling the costs.

2.3.2. Type and amount of the benefit:

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

2.3.2.1. search, rescue or salvage assignments of rescue services organised under public law or private law insofar as fees are usually charged for these services;

2.3.2.2. a necessary stay in a decompression chamber insofar as this was necessary after a dive.

2.4. Patient transport costs

2.4.1. Pre-requisites for the benefit:

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

2.4.1.2. A third party (e.g. another insurer)

- is not obliged to payment or
- disputes its payment obligation or
- made its payment however this was not sufficient for settling the costs.

2.4.2. Type and amount of the benefit:

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

2.4.2.1. the medically prescribed transport of the injured person to the nearest suitable hospital or to a special clinic;

2.4.2.2. medically advisable relocation transports from hospital to hospital, e.g. to the hospital near the home location;

- 2.4.2.3. medically advisable return transports from abroad to the nearest suitable hospital in the vicinity of the place of residence of the insured person with a medically suitable means of transport (ambulance vehicle or aircraft); the decision whether the insured person is transported by land or in an aircraft is made by the doctor commissioned by the assistant by coordination with the attending doctor;
- 2.4.2.4. the additional costs with the return of the injured person to their place of residence insofar as the additional costs are due to a doctor's order or were unavoidable according to the type of the injury;
- 2.4.2.5. the additional costs with the journey home or for additional accommodation for co-travelling minor children and the co-travelling partner of the insured person with an accident abroad;
- 2.4.2.6. the standard transfer to the last constant place of residence in the event of death due to an accident or alternatively the burial overseas up to the same amount in case of an accident abroad.
- 2.5. Cosmetic surgery
- 2.5.1. Pre-requisites for the benefit:
- 2.5.1.1. The insured person has undergone cosmetic surgery after an accident which falls under the contract.
- Deemed as cosmetic surgery is medical treatment which is carried out after completion of the curative treatment with the aim to correct an impairment of the external appearance of the insured person caused by the accident.
- 2.5.1.2. The cosmetic surgery is carried out within three years after the accident, in case of accidents of minors by no later than before they attain the age of 21.
- 2.5.1.3. A third party (e.g. another insurer)
- is not obliged to payment or
  - disputes its payment obligation or
  - provided its payment however this was not sufficient for settling the costs.
- 2.5.2. Type and amount of the benefit:
- We shall reimburse in total up to the amount of the agreed sum insured proven
- doctor's fees
  - other surgery costs
  - necessary costs for accommodation and meals in hospital
  - dental treatment and dental prosthesis costs, which were incurred through a loss or partial loss of incisors and canine teeth due to an accident.
3. Which implications do illnesses or infirmities have?
- As an accident insurer we pay for the consequences of accidents. If illnesses or infirmities contributed to the health impairment or its consequences which were caused by an accident event
- in the event of disability the percentage of the degree of disability is reduced,
  - in the event of death and, insofar as not otherwise determined, in all other cases the benefit is reduced
- in line with the share of the illness or the infirmity.
- If the contribution share is less than 40 %, however there will be no reduction.
4. In which cases is the insurance cover excluded?
- 4.1. No insurance cover exists for the following accidents:
- 4.1.1. Accidents of the insured person through mental disorders or impaired consciousness, also if caused by drunkenness or abuse of drugs, as well as through strokes, epileptic fits or other convulsions, which affect the whole body of the insured person.
- Insurance cover exists however, if these disorders or convulsions were caused through an accident event which falls under this contract;
- 4.1.2. Accidents which the insured person suffers due to the fact that he/she wilfully commits or attempts to commit a criminal offence.
- 4.1.3. Accidents which were caused directly or indirectly through acts of war or civil war.
- Insurance cover exists however if the insured person is affected by surprise by a war or civil war on a trip abroad.
- This cover ends at the end of the 7<sup>th</sup> day of the commencement of a war or civil war on the territory of the country where the insured person stays.
- The extension does not apply for trips into or through countries where a war or civil war already exists. It does also not apply for the active participation in a war or civil war and accidents in connection with a war or situation similar to a war between the countries China, Germany, France, Great Britain, Japan, Russia or USA.

- 4.1.4. Accidents of the insured person
- as aircraft pilot (also air sport machine operator) insofar as he/she requires a permit for this according to German law and as other crew member of an aircraft;
  - with a professional activity which is to be performing using an aircraft;
  - with the use of spacecraft;
  - as artist, stuntman, animal tamer;
  - as person working in a mine;
  - as explosives and disposal personnel as well as ammunition search troops;
  - as professional diver.
- 4.1.5. Accidents which the insured person suffers as a driver, co-driver or passenger of a motor vehicle being engaged in driving events including the relevant training in which it depends on the achievement of maximum speeds.
- 4.1.6. Accidents which have been caused directly or indirectly through nuclear energy.
- 4.2. Excluded are also the following impairments:
- 4.2.1. Damages to intervertebral discs and bleeding from internal organs and cerebral haemorrhages.
- Insurance cover exists however if an accident event which falls under this contract is the main cause according to Subclause 1.3.
- 4.2.2. Health impairments through rays.
- 4.2.3. Health impairments through remedial measures or interventions to the body of the insured person.
- Insurance cover exists however,
- If the remedial measures or interventions, also radiation diagnostic and therapeutic were initiated through an accident which falls under this contract,
  - for violent interventions by third parties.
- 4.2.4. Infections.
- 4.2.4.1. They are also excluded if they were caused
- through insect stings or bites or
  - through other slight injuries to the skin or the mucous membranes
- through which pathogens entered the body immediately or later.
- 4.2.4.2. Insurance cover exists however for
- rabies and tetanus,
  - infections, in which the pathogens entered the body through accident injuries, which are not excluded according to Subclause 4.2.4.1,
  - if the insured person be infected with Tick Borne Encephalitis (TBE) or Lyme Disease (Borreliosis) suffered by a tick bite.
- 4.2.4.3. Subclause 4.2.3 Sentence 2 shall apply accordingly to infections which have been caused through remedial measures or interventions.
- 4.2.5. Poisoning as a result of the intake of solid or liquid substances through the gullet.
- Insurance exists however for children which at the time of the accident have not yet attained the age of 10.
- 4.2.6. Abnormal disorders as a result of mental reactions which are not directly and causal due to an organic injury/an organic damage even if these were caused by an accident.
- 4.2.7. Abdominal or lower abdominal hernias.
- However, insurance protection does exist if these occurred due to a violent external effect, which is covered by this contract.
5. What do you have to observe in case of group accident insurances?
- 5.1. Designation of the insured persons
- The group accident insurance is concluded with stating the names of the insured persons.
- 5.1.1. Insurances with details of names
- 5.1.1.1. Insurance cover exists for the persons mentioned by name.
- 5.1.1.2. You can register non-insured persons for the insurance at all times provided the insured person is registered for the insured event(s). Insurance cover shall exist for the persons who are added to the schedule for for the agreed scope of cover from receipt of your registration by us.
- 5.1.1.3. Persons in other professions or with other employment or with higher sums insured are only insured after you have reached an agreement with us about sums insured and premium.
- 5.2. Total maximum sum insured (accumulation)

If several persons insured through a group accident insurance contract are injured or killed through an event which is directly connected in terms of time and space then €15,000,000 shall be deemed as joint maximum sum insured for all affected insured persons together.

The sums insured agreed for the individual insured persons shall in this case be reduced according to the ratio of the individual sums insured to the total damages of all affected persons with regard to the joint maximum sum insured. In case there is the possibility that the joint maximum sum insured could be exceeded the insurance benefit shall only be due for each insured person when the necessary investigations have been completed in total with regard to the event mentioned in Sentence 1.

6. How are the sums insured reduced when the insured person attains the age of 75?

6.1.1. Insurance cover exists with the agreed sums insured until the expiry of the insurance year in which the insured person attains the age of 75. After this you have the following option:

- You will pay the previous premium and we reduce the agreed sums insured to 50 per cent or
- You submit us a medical certificate concerning the health condition of the insured person and we will calculate the new sums insured and a corresponding higher premium.

6.1.2. If an agreement is not reached about new sums insured and premiums by no later than two months after begin of the new insurance year the contract will be automatically continued with sums insured which are reduced by 50 per cent.

This change will not be documented. In an insured event the age of the insured person will be determined and the benefit paid accordingly.

#### The insured event

7. What is to be observed after an accident (obligations)?

We cannot pay the benefit without your assistance and/or the assistance of the insured person.

7.1. After an accident which will probably result in the duty of performance, you or the insured person must immediately

- consult a doctor,
- follow his orders and
- inform the insurer.

7.2. You or the insured person must complete the claim form sent by us truthfully and return it to us immediately. Relevant additional information requested by us has to be provided in the same manner.

7.3. If doctors are instructed by the insurer, the insured person must also be examined by such doctors. We shall bear the necessary costs including a loss of earnings caused thereby.

7.4. Doctors, who have treated or examined the insured person (also for other reasons), hospitals and other health institutions, other person insurers, statutory health insurances, trade associations and authorities are to be authorized to provide all information which is necessary for assessing the payment obligation.

We shall inform you about the collection of personal health data if we have your consent before the insured event already. You can object to a collection; this can however lead to a loss of your payment claims.

You can request at all times that data are only collected if consent has respectively been given for the individual collection.

7.5. If the accident results in death, this must be reported to the insurer within 48 hours after gaining knowledge thereof, even if the accident has already been reported to us.

We are to be granted the right to have an autopsy carried out if applicable by a doctor commissioned by us.

7.6. Further deadlines are in part to be observed still with the individual types of benefit, which however do not concern obligations, but pre-requisites for claims.

8. Which consequences does the non-observance of obligations have?

If an obligation according to Subclause 7 is breached wilfully you will lose your insurance cover. In case of the grossly negligent breach of an obligation we are entitled to reduce our benefit in a ratio which corresponds with the seriousness of your fault. Both shall only apply if we have informed you of these legal consequences through a separate notification in a text form.

If you can prove that you have not breached the obligation through gross negligence the insurance cover shall continue to exist.

The insurance cover shall also continue to exist if you prove that the breach of the obligation was not the cause either for the occurrence or the determination of the insured event or for the determination or the scope of the benefit. This shall not apply if you maliciously breached the obligation.

These provisions shall apply irrespective of whether we exercise a right of termination to which we are entitled owing to the breach of a pre-contractual reporting obligation.

9. When are the benefits due and payable?

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

- Proof of the course of the accident and the consequences of the accident,
- In case of an disability claim additionally the proof of the completion of the remedial proceedings insofar as necessary for assessing the disability;

We shall assume the doctor's fees, which are incurred to you for substantiating the payment claim insofar as we commissioned the expert's opinion. We shall not assume other costs.

9.2. If we recognise the claim or if we have reached an agreement with you about the reason and amount we shall pay the benefit within two weeks.

9.3. Advance payments for an disability benefit

It shall apply to the disability benefit according to Subclause 2.1:

If the payment obligation is initially only determined in respective of the reasons we shall pay – at your request – reasonable advance payments.

Before completion of the remedial proceedings an disability benefit can only be claimed up to the amount of an agreed amount for the event of death within one year after the accident.

9.4. New assessment of the disability

9.4.1. You and we are entitled to have the degree of the disability assessed by a doctor once again annually.

9.4.2. The right stated in Subclause 9.4.1 shall apply up to three years, for children until they attain the age of 14 however up to five years after the accident.

9.4.3. The right stated in Subclause 9.4.1 must be exercised

- by us together with our declaration concerning our payment obligation according to Subclause 9.1,
- by you before expiry of the deadline.

9.4.4. In order to be able to carry out your right for new assessment of the disability according to Subclause 9.4.1 in time according to Subclause 9.4.2 and 9.4.3 you must give us the opportunity to commission a doctor with examining the insured person in time before expiry of the deadline. Your declaration to intend to exercise the right should therefore be submitted to us as far as possible three months after our declaration about our payment obligation according to Subclause 9.1, however must be available to us by no later than three months before expiry of the deadline according to Subclause 9.4.2.

9.5. If the final assessment of the degree of disability shows a higher payment for the disability benefit according to Subclause 2.1 than we have already made interest shall be paid annually on the additional amount with 5 percentage points above the base lending rate of the ECB.

#### The term of insurance

10. When does the contract begin and when does it end?  
When is the insurance cover suspended in case of military assignments?

10.1. Begin of the insurance cover

The insurance cover shall begin at the time stated in the insurance policy if you pay the first or one-time amount immediately after the due date within the meaning of Subclause 11.2.

10.2. Term and end of the contract

10.2.1. The following shall apply to all contracts:

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

In case of a contractual term of at least one year the contract is extended by respectively one year if no termination has been received by you or us by no later than three months before the expiry of the respective insurance year.

In case of contractual term of less than one year the contract shall end, without this requiring a termination, at the envisaged time.

With a contractual term of more than three years the contract can be terminated already as of the expiry of the third year or each following year; the termination must have been received by you or us by no later than three months before the expiry of the respective insurance year.

10.2.2. The following applies to group accident insurances:

10.2.2.1. The insurance contract shall end if the operation is suspended or the association is dissolved. A transfer of operation is not a suspension of the operation.

10.2.2.2. We are entitled to terminate the insurance relationship with a period of notice of one month if insolvency proceedings are opened over your assets or the opening of such proceedings is rejected return unsatisfied.

10.2.2.3. We refer to Subclause Fehler! Verweisquelle konnte nicht gefunden werden. and Fehler! Verweisquelle konnte nicht gefunden werden. - end of the insurance cover for persons in the group accident insurance.

10.3. Termination after insured event

You or we can end the contract through termination if we have made a payment or you have filed an action against us for a payment.

The termination must have been received by you or us in a text form by no later than one month after the payment or – in the event of a lawsuit – after the withdrawal of the action, acknowledgement, settlement or final declaration of the judgement.

We can terminate the insurance cover of an individual insured person in the group accident insurance under the same prerequisites and with the same deadlines.

If you terminate, your termination will become effective immediately after we have received it. You can however determine that the termination will become effective at a later time, by no later however than as of the end of the current insurance period.

A termination by us will become effective one month after its receipt by you.

10.4. Suspension of the insurance cover in case of military assignments

The insurance cover shall cease to apply for the insured person as soon as he serves in a military or similar formation, which takes part in a war or war-like assignment between the countries of China, Germany, France, Great Britain, Japan, Russia or USA. The insurance cover shall be effective again as soon as we have received your notification about the termination of the service.

The insurance premium

11. What do you have to observe when paying the premium?  
What happens if you do not pay a premium in time?

11.1. Premium and insurance tax

The invoiced premium includes the insurance tax, which you have to pay in the respective amount as determined by law.

11.2. Payment and consequences of delayed payment/ first or one-time premium

11.2.1. Due date of the payment

The first or one-time premium shall be due and payable immediately after expiry of two weeks after receipt of the insurance policy.

11.2.2. Later commencement of the insurance cover

If you do not pay the first or one-time premium in time, but at a later point in time, the insurance cover shall only begin from this time. This shall not apply if you prove that you are not responsible for the non-payment.

11.2.3. Cancellation

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

- 11.3. Timely nature of the payment in case of direct debit mandate
- If the collection of the premium from an account has been agreed the payment shall be deemed on time if the premium can be collected on the due date and you do not object to a justified collection.
- If the due premium could not be collected by us or your insurance agent without this being your fault the payment shall also then be deemed in time still if it is made immediately after our payment request which is submitted in a text form.
- If the due premium cannot be collected, because you revoked the direct debit mandate or if you are responsible for other reasons that the premium repeatedly cannot be collected we shall be entitled to request payment outside of the direct debit procedure in future. You are only obliged to send the premium if you have been requested to do this by us in a text form.

- 11.4. Payment of premium to your insurance agent
- The insurance agent named in the insurance policy is entitled to assume obligation for collecting your premiums on our behalf and undertakes to forward these to us.
- The payment of the premiums to the insurance agent named in the insurance policy shall be deemed equivalent to the payment to us.

#### Further provisions

12. How are the legal relationships of the persons involved in the contract to each other?
- 12.1. If the insurance has been taken out against accidents which are suffered by another person (third party insurance) the following shall apply:
- 12.1.1. The insured person can assert benefits from the accident insurance directly with our company without your consent. We shall make the payment directly to the insured person.
- 12.1.2. You as insurance policy holder shall inform each insured person about the insurance cover which exists within the framework of this contract and about the right of the insured person according to Subclause 12.1.1.

- 12.1.3. Not the insured person is entitled to exercise other rights from the contract, but only you are entitled.
- 12.1.4. Besides the insured person you are responsible for satisfying the obligations.
- 12.2. All provisions, which apply to you, are to be applied accordingly to your legal successors and other claimants.
- 12.3. The insurance claims can neither be assigned nor pledged before due date without our consent.
13. What does the pre-contractual reporting duty mean?
- 13.1. Completeness and accuracy of details about circumstances which are relevant for the risks

You must inform us of all circumstances which are relevant for the risks of which you are aware until your contractual declaration is submitted, which we requested from you in a text form and which are relevant for our decision to conclude the contract with the agreed contents. You are also insofar obliged to make a report to the extent that we ask questions in a text form after your contractual declarations, however before our acceptance of the contract within the meaning of Sentence 1.

Those circumstances are relevant for the risks which are suitable for exercising an influence on our decision to conclude the contract at all or with the agreed contents.

If another person is to be insured he shall be responsible in addition to you for the truthful and full report of the circumstances which are relevant for the risks and for answering the questions you were asked.

If the contract is concluded by your representative and if he is aware of the circumstance which is relevant for the risk you must allow yourself to be treated as if you had knowledge thereof yourself or maliciously failed to disclose this.

## 13.2. Cancellation

### 13.2.1. Pre-requisites and exercising the right of cancellation

Incomplete and incorrect information concerning the circumstances which are relevant for the risk entitle us to cancel the insurance contract.

This shall only apply if we have informed you about the consequences of a breach of the reporting duty through a separate notification in a text form.

We must assert our right of cancellation within one month in writing. We must state the circumstances here upon which we support our declaration. We may also subsequently state further circumstances within the monthly deadline in order to substantiate our declaration.

The deadline shall begin at the time at which we gain knowledge of the breach of the reporting duty, which substantiates our right of cancellation.

The cancellation shall be carried out through a declaration towards you.

### 13.2.2. Exclusion of the right of cancellation

We cannot refer to our right of cancellation if we were aware of the circumstance which is relevant to the risk, which was not reported, or the inaccuracy of the report.

We shall not have any right of cancellation if you prove that you or your representative did not provide the incorrect or incomplete information either wilfully or gross negligently.

Our right of cancellation owing to grossly negligent breach of the reporting duty shall not exist if you prove that we would also have concluded the contract with the knowledge of the circumstances which were not reported, even if at other conditions.

### 13.2.3. Consequences of the cancellation

No insurance cover exists in the event of the cancellation.

If we cancel the contract after the occurrence of the insured event we may not refuse the insurance cover if you prove that the incomplete or incorrectly reported circumstance was not the cause either of the occurrence of the insured event or for the determination of or the scope of the benefit.

However, no insurance cover exists in this case either if you maliciously breached the reporting duty.

We shall be entitled to the part of the premium which corresponds with the contractual term which passed until the cancellation declaration has become effective.

### 13.3. Termination or retrospective adjustment to the contract

#### 13.3.1. If our right of cancellation is excluded, because your breach of a reporting duty was not due either to wilful intent, or gross negligence, we can terminate the insurance contract in a text form by observing a period of notice of one month.

This shall only apply if we informed you through a separate notification in a text form about the consequences of a breach of the reporting duty.

We must state the circumstances hereby upon which we support our declaration. We may also subsequently state further circumstances within the monthly deadline in order to substantiate our declaration.

The deadline shall begin at the time, at which we gained knowledge of the breach of your reporting duty.

We can not refer to our right of termination owing to the breach of a reporting duty if we were aware of the circumstance which is relevant for the risk and which was not reported or the inaccuracy of the report.

The right of termination is also excluded if you prove that we would also have concluded the contract with the knowledge of the circumstances which were not reported, even if at other conditions.

#### 13.3.2. If we cannot cancel or terminate, because we would also have concluded the contract with knowledge of the circumstances which were not reported, however at other conditions, the other conditions shall retrospectively become a part of the contract 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 shall only apply if we informed you about the consequences of a breach of the reporting duty through a separate notification in a text form.

We must assert the adjustment to the contract in writing within one month. We must state hereby the circumstances upon which we support our declaration. We may also subsequently state further circumstances within the monthly dead-

line in order to substantiate our declaration.

The deadline shall begin at the time, at which we gain knowledge of the breach of the reporting duty, which entitles us to adjust the contract.

We cannot refer to an adjustment to the contract if we were aware of the circumstances relevant to the risk which was not reported or the inaccuracy of the report.

If the premium is increased by more than 10% through the adjustment to the contract or if we exclude the cover for the risk for the circumstance which was not reported, you can terminate the contract in a text form without notice within one month after receipt of our notification.

#### 13.4. Contestation

Our right to contest the contract owing to malicious deceit remains unaffected. In the event of the contestation we shall be entitled to the part of the premium which corresponds with the contractual term which has passed until the contestation declaration become effective.

#### 14. What is to be observed in case of notifications to us? What applies with a change in your address?

- 14.1. All reports and declarations which are intended for us should be directed at
- our administrative headquarters / head office or
  - to your insurance agent.

- 14.2. If you have not informed us or your insurance agent of a change in your address it is sufficient for a declaration of intent, which is to be submitted towards you, to send a registered letter to the address last known to us. The declaration shall be deemed as received three days after the letter is sent.

This shall apply accordingly for the event of a change in your name.

## General Contract Information

### 15. Information concerning the insurer

#### 15.1. Address

Lloyd's of London  
 German Branch  
 Syndicate 510  
 Taunusanlage 11  
 60329 Frankfurt am Main, Germany  
 HRA Frankfurt am Main 26467

#### 15.2. The headquarters of the company

The headquarters of the company is London, United Kingdom.

#### 15.3. Legal form

Association of Underwriters.

#### 15.4. Legal representative

The legal representative of Lloyd's of London is Jan Blumenthal.

#### 15.5. Main business activity

The Lloyd's of London underwriters transact primary insurance and reinsurance business both in the area of non-life insurance and life assurance.

#### 15.6. Responsible supervisory authority

The Financial Conduct Authority (FCA),  
 25 The North Colonnade, Canary Wharf,  
 London E14 5HS, Vereinigtes Königreich

The Prudential Regulation Authority (PRA),  
 20 Moorgate, London EC2R 6DA,  
 Vereinigtes Königreich

Authorised by The Prudential Regulation Authority (PRA),  
 20 Moorgate, London,  
 EC2R 6DA, Vereinigtes Königreich

### 16. Information concerning the Service Company

#### 16.1. Address

Kiln Europe S.A.  
 German Branch  
 St Martin Tower  
 Franklinstraße 61-63  
 60486 Frankfurt am Main  
 Germany  
 HRB Frankfurt am Main 88817

#### 16.2. The headquarters of the company

The headquarters of the company is Liege, Belgium.

#### 16.3. Legal form

Société Anonyme (S.A.), according to Belgish law.

#### 16.4. Legal representative

The legal representative of TMK Europe S.A. is Managing Director Olivier Terlinden, Liege.

#### 16.5. Main business activity

The TMK underwriters transact primary insurance and reinsurance business both in the area of non-life insurance and life assurance.

#### 16.6. Responsible supervisory authority

KILN Europe S.A. is subject to the supervision of the Belgish Financial Authority (FSMA), Rue du Congrès 12-14, 1000 Brussels, www.fsma.be.

### 17. Information on the insured benefits

#### 17.1. Main features / legal basis

17.1.1. The basis of the insurance contract consists of your application (where available), these conditions incorporating our tariff provisions, the certificate of insurance and the Insurance Contract Act as amended.

17.1.2. This insurance policy insures you on business trips (see Clause 1) providing the benefits which are specified in the insurance contract and defined in the Special Conditions of Insurance and which become payable in accordance with Clause 10.

As the insurer, we provide the insurance benefits which are contractually agreed within the scope of these conditions of insurance.

#### 17.2. Costs and method of payment

With the exception of the premium specified in the certificate of insurance (including statutory insurance tax), no further costs are payable by you for concluding the contract and the insurance cover.

The premium is payable by you in accordance with the method of payment specified in the certificate of insurance (see also Clause 12).

#### 17.3. Period of validity

We may change these conditions of insurance at any time for new contracts, but not for existing ones.

We are bound by our offer (quote) for 30 days.

18. Information about the contract

18.1. Formation of your contract

18.2. The contract has been formed by our confirmation of cover. Both the contract and your insurance cover commence on the date specified in the certificate of insurance at midnight. Revocation advice pursuant to Section 8 (2) no. 2 of the German Insurance Contract Act (VVG)

18.2.1. Right of revocation

You may revoke your policy declaration in written or electronic form (e.g. letter, facsimile, email) without stating reasons within two weeks.

The time period begins on the day after you have received the certificate of insurance, the provisions of the contract including our General Conditions of Insurance and the contract information in accordance with section 7(2) of the German Insurance Contract Act and this advice in written or electronic form.

For electronic transactions (online applications or online conclusion of the contract) the revocation period will not begin until we have also fulfilled the additional obligations which specifically apply to this sales channel in accordance with sentence 1 of section 312e (1) of the German Civil Code (means for correcting input errors, confirmation of application).

In order to comply with the revocation period, it is sufficient that you send the revocation notice in good time. The revocation notice must be sent to:

Lloyd's of London Group  
German Branch  
Syndicate 510  
Taunusanlage 11  
60329 Frankfurt am Main, Germany

18.2.2. Consequences of revocation

In the event of effective revocation, your insurance cover shall end and we shall refund you the part of your premium which corresponds to the time after the revocation notice has been received.

We are entitled to retain the part of your premium which corresponds to the time up until the revocation notice is received if you have agreed that the insurance cover shall commence before the expiry

of the revocation period. If you have not agreed to this or if the insurance cover only commences after the expiry of the revocation period, we shall refund the entire premium.

We shall refund premiums promptly; no later than 30 days after the revocation notice is received.

18.2.3. Special Information

Your right of revocation is excluded if the contract has been performed in full by both parties at your express wish before you exercised your right of revocation.

There shall be no right of revocation for contracts with a term of less than one month.

18.3. Term and conditions of termination

The contract is concluded for the period set out in the certificate of insurance. Please refer to Clause 4 for conditions of termination.

18.4. Which law is applicable?

Swiss law applies to this contract.

18.5. Which court has jurisdiction?

18.5.1. The place of jurisdiction for all claims against us arising under the insurance contract shall be Frankfurt am Main. If you are a natural person, the court in whose district you have your place of residence when the claim is brought or, in the absence of such place of residence, your customary place of abode, also has local jurisdiction.

18.5.2. If you are a natural person, claims against you arising under the insurance contract must be brought before the court that has jurisdiction over your place of residence or, in the absence of such place of residence, your customary place of abode. If you are a legal person, the court of jurisdiction shall be where you have your registered office or your place of business.

18.5.3. If your place of residence, registered office or place of business is in a country outside of the European Union, Iceland, Norway or Switzerland, the place of jurisdiction shall be Frankfurt am Main.

18.6. Language of the contract

The language of the contract is English. Any communications shall be exclusively in the English language.

## 19. Complaints

### 19.1. Ombudsman

Our company is a member of the Insurance Industry Ombudsman Scheme (Versicherungs-Ombudsman e.V.). You may use this scheme – with the exception of health insurance – to access the free of charge, out of court arbitration procedure.

The insurance ombudsman can currently deal with cases with an amount in dispute of up to €80,000.00.

For decisions up to an amount of €5,000.00, we undertake not to refer matters to court and to accept the ombudsman's ruling.

Your right to choose to take legal action remains unaffected by this.

The insurance ombudsman can be contacted at:

beschwerde  
@versicherungsombudsmann.de

Postfach 080632, 10006 Berlin.

## Data Processing Information Sheet

### 20. Preliminary remarks

Today, insurance companies can only work with the aid of electronic data processing (EDP). This is the only way in which contractual relationships can be handled correctly, quickly and economically. EDP also offers the insured community better protection from misuse than the former manual system.

Processing personal data which has been provided to us is regulated by the German Federal Data Protection Act (BDSG), according to which the processing and use of data is only permitted if the BDSG or another statutory provision allows it or if the affected person has agreed.

The BDSG always allows the processing and use of data if this takes place within the scope of the specific purpose of a contractual relationship or of a mutual trust similar to a contract or if it is necessary for protecting the justified interests of the party storing the data and there are no reasons for assuming that the affected person's interests worth protecting do not outweigh the exemption from processing or use.

### 21. Declaration of consent

Irrespective of this requirement to rank interests in individual cases and with a view to a secure legal basis for data processing, a declaration of consent in accordance with the BDSG has been included in your insurance application. This applies beyond the termination of the insurance contract and ends either upon refusal of the application or upon your revocation, which can be given at any time, except with life insurance and accident insurance.

If the declaration of consent is completely or partially deleted when the application is made, this could possibly lead to the contract not being concluded. Despite revocation or the complete or partial deletion of the declaration of consent, data may be processed and used within the limits allowed by statute as set out in the preliminary remarks.

### 22. Declaration of discharge from the duty of confidentiality

In addition, the disclosure of data which, as in the medical profession, is subject to professional confidentiality requires

the express consent of the affected party (discharge from the duty of confidentiality). With life, health and accident insurance (personal insurance), the application or the notice of claim / benefit therefore also contains a clause discharging the parties from the duty of confidentiality.

Some important examples of the processing and use of data are set out below.

#### 22.1. Data storage by your insurer

We store data necessary for the insurance contract. This primarily consists of your application data, e.g. surname, forename, address, date of birth, occupation. In addition, actuarial data relating to the contract is held such as customer number (partner number), insured amounts, term of insurance, premium, bank details and, if necessary, third party details, e.g. broker, loss adjuster or doctor (contract data). In the case of an insured event, we store your loss information and, if necessary, we also store third party information, e.g. the degree of incapacity to work determined by a doctor, the statement from your garage relating to the total loss of a vehicle or the amount paid out upon the expiry of a life insurance policy (benefit data).

#### 22.2. Disclosure of data to reinsurers

In the interests of its policyholders, an insurer will always take into consideration any adjustment to the risks it has assumed. For this reason, we cede part of the risks to both domestic and foreign reinsurers in many cases. These reinsurers also require analogous actuarial information from us, such as policy number, premium, type of insurance cover and risk, risk loading and, in individual cases, your personal details. If reinsurers participate in the risk assessment and loss adjustment, they will also be provided with the documents which are necessary for this. In individual cases the reinsurers use further reinsurers to whom they also disclose analogous data.

#### 22.3. Disclosure of data to other insurers

According to the German Insurance Contract Act, the insured must inform the insurer of all circumstances which are relevant to the risk assessment and loss adjustment when making an application, upon any endorsement to the policy and in the event of loss. This includes e.g.

information relating to previous illnesses and insured events or information about other similar insurance policies (applied for, existing, rejected or cancelled). In order to avoid insurance fraud, to clarify possible inconsistencies within the insured's information or in order to close gaps in the assessment of accrued losses, it may be necessary to ask other insurers for information or to provide analogous information upon request.

An exchange of personal data between the insurers is also necessary in certain circumstances (double insurance, statutory subrogation and loss sharing agreements). This entails the disclosure of data relating to the affected person such as name and address, car registration number, type of insurance cover and risk, or information relating to loss such as amount of loss and date of loss.

#### 22.4. Central reference system

When examining an application or a loss, it may be necessary either for the purposes of risk assessment, for further clarification of the facts or for avoiding insurance fraud, to make enquiries of the responsible trade association or of other insurers. It may also be necessary to respond to corresponding enquiries made by other insurers. For this reason there are central reference systems which can be monitored with the respective system, i.e. only if specific preconditions are fulfilled.

Example – accident insurers:

- notification of substantial breach of the pre-contractual duty of disclosure;
- refusal of benefits due to intentional breach of duty in an insured event, due to feigning an accident or the consequences of an accident;
- extraordinary termination by the insurer after providing benefits or commencing proceedings for benefits.

Purpose: risk assessment and uncovering insurance fraud.

Example – property insurers:

assessment of losses and persons in the event of arson or if the contract is terminated and specific loss amounts are achieved due to suspected insurance fraud.

Purpose: risk assessment, loss investigation and the prevention of further fraud.

#### 22.5. Services provided by insurance brokers

It is possible that you may use the services of a broker for matters relating to insurance. In this regard, brokers are not only individual persons but also broker companies.

In order to enable him to perform his duties in a proper manner, we provide the broker with information from your application, contract and benefit data (e.g. policy number, premiums, type of insurance cover and risk, number of insured events and amount of benefits paid) which is necessary for the service and advice he provides.

The authorised broker may also be provided with health data, but only where this is required for the purpose of policy adjustments in relation to personal insurance.

Brokers process and use this personal data themselves in the context of the aforementioned support and advice service provided to their customers. We shall also notify you of any changes to customer-relevant data.

Every broker is legally and contractually obliged to observe the provisions of the BDSG as well as his individual obligation to maintain confidentiality (e.g. professional secrecy and data secrecy).

#### 22.6. Further information and explanation of your rights

As the affected party under the German Federal Data Protection Act, you have a right to information and, in certain circumstances, a right to the correction, blocking or deletion of the data stored in your file in addition to the aforementioned right of revocation.

Please contact your insurer's data protection officer for any further information or explanations. Always contact your insurer as well with any request for information, correction, blocking or deletion of data stored by the reinsurer

## Special Conditions of Insurance

### Part 1

#### Conditions for the TMK Travel Cancellation Costs & Curtailment Insurance (TMK Travel Cancellation Conditions of Insurance)

#### Scope of the insurance

##### 1. What is insured?

Insurance cover exists for booked travel services (including the costs for arrival and departure, accommodation, Swimrun booking fee, etc.) to trips on the occasion of the participation of the insured Event(s) stated in the confirmation of cover.

##### 2. For what events does insurance cover exist? (Insured events)

Insurance cover exists for following unforeseen events:

##### 2.1. Cancellation of the trip as a result of:

##### 2.1.1. the death, serious accident, unexpected serious illness or pregnancy complications of the insured person;

##### 2.1.2. pregnancy complications suffered by the spouse or life partner of the insured person;

##### 2.1.3. the death, serious accident or unexpected serious illness of the spouse / life partner, children, parents, siblings, parents-in-law, children-in-law, siblings-in-law and proven registered Swimrun-Event Team Partner of the insured person;

##### 2.1.4. damage to the property of the insured person as a result of fire, natural forces or a criminal offence committed by a third party if the damage is considerable in relation to the financial status and the assets of the injured party or the presence of the insured person is necessary for the purpose of assessing the loss;

##### 2.1.5. vaccination intolerance or prophylaxis intolerance of the insured person which are not already known from previous experiences;

##### 2.1.6. unforeseen court summons which cannot be postponed if the insured person is called as a witness or a juror (but not in an occupational or advisory capacity).

##### 2.2. Curtailment of journey

The insured person must curtail the journey for one of the reasons specified in Clauses 2.1.1 to 2.1.6 above.

##### 2.3. Delayed return journey

The insured person is unable to undertake the return journey at the booked time for one of the reasons specified in Clause 2.1.1.

##### 3. What benefits are provided up to what amount?

Compensation shall be paid after deducting third party benefits (e.g. a transport company or e.g. airport fees up to the amount specified in the insurance contract.

##### 3.1. For cancellation of the trip in accordance with Clause 2.1,

the trip cancellation costs which you can prove accrued to you less the agreed excess.

Trip cancellation costs are deemed to be the cancellation costs which are contractually owed by you to the travel company for not undertaking the booked journey.

##### 3.2. For curtailment of journey in accordance with Clause 2.2,

the costs for booked and contractually owed travel or accommodation services which were not utilised which you can prove accrued to you up to the amount specified in the insurance contract less the agreed excess.

The compensation shall be calculated from the total price of the trip. The proportion of unused days to the total days of the trip shall be calculated.

The price of the trip is the price specified in the travel contract for transporting and providing accommodation for the insured person, for the insured person's hire car and other services included in the price of the trip.

##### 3.3. For delayed return journey in accordance with Clause 2.3,

the additional costs which you can prove accrued to you for:

- changing the booking or alternative transport in a means of transportation which is the same as for the originally planned return journey on the most direct alternative route;
- extended accommodation in a hotel, rented apartment or house,

but not for board.

4. When is there no insurance cover? (Exclusions)
- 4.1. there is in principle no insurance cover for losses:
- 4.1.1. which caused deliberately by the insured person;
- 4.1.2. which the insured person causes as a result of or during the deliberate commission of a criminal offence or the deliberate attempt to commit such an offence;
- 4.1.3. caused by atomic energy.  
The compensation of damages caused by atomic energy in the Federal Republic of Germany complies with the German Atomic Energy Act. The operators of nuclear installations are obliged to provide compulsory cover and conclude liability insurance policies for this purpose;
- 4.1.4. during the practice of the following professions / occupations:
- artist, stunt man, animal taimer;
  - persons who work underground in the mining industry;
  - detonation and clearance personnel, as well as munitions detection personnel;
  - professional diver;
  - journalist, reporter and similar.
- 4.2. Especially not covered are losses:
- 4.2.1. the insured person has caused by gross negligence;
- 4.2.2. would have been foreseeable if the insured person had been taken the requisite care;
- 4.2.3. are attributable to a pregnancy within a period of eight weeks before the due date of delivery;
- 4.2.4. have arisen as a result of booking a journey to or through a country to which travel has been advised against by the Federal Foreign Office.
- 5.1.2. send us medical certificates relating to illnesses, accidents, death, vaccination intolerance or pregnancy, police reports, summons before a court which cannot be postponed or other evidence relating to the cause of the loss;
- 5.1.3. send us bills of charges and booking documents.
- 5.2. Additional you are obliged to
- 5.2.1. to avoid or mitigate the loss wherever possible;
- 5.2.2. to inform us immediately in a truthful and complete manner of all the details of any circumstance which could result in an obligation to provide benefit;
- 5.2.3. to truthfully complete the "notification of an insured event" form sent to you by us and to return the same to us without delay;
- 5.2.4. to provide documentary evidence that the insured event occurred during a business trip;
- 5.2.5. to provide any additional relevant information requested by us in a truthful manner;
- 5.2.6. to permit us to conduct any reasonable investigation into the cause of the loss and into the amount of benefit to be provided by us;
- 5.2.7. to follow our instructions;
- 5.2.8. to arrange for the production of documents requested by us as evidence for the claim, particularly invoices for costs and medical certificates;
- 5.2.9. to authorise medical practitioners who have treated or examined the insured person (even if they have done so for other reasons), hospitals and other medical establishments, other personal insurers, statutory sickness funds, workers' compensation insurers and authorities to issue all the information required for an assessment of the obligation to provide benefit.

#### The insured event

5. What must be done if an insured event occurs (obligations)?
- 5.1. You are generally obliged to:
- 5.1.1. inform the relevant booking office or the travel company as early as possible about the cancellation of the journey or the curtailment;
- We shall inform you of the collection of personal health data if you have provided us with your consent before the insured event has occurred. You may object to such data being collected; however, this may lead to the loss of your right to claim any benefit under Clause 7.

You may at any time request that data only be collected if consent has been obtained for the individual collection;

- 5.2.10. to report insured events occasioned by criminal offences (e.g. burglary, robbery, malicious damage, bodily harm) to the responsible police station immediately and to have the report certified;
- 5.2.11. to inform us of the existence of other insurance policies providing cover for the insured event in question and of claims made and indemnity payments received under such insurance, and to inform us of third parties' obligations to provide compensation;
- 5.2.12. to claim for insurance benefits from us in written or electronic form.
- 5.3. Further deadlines which are set out in the Special Conditions must be observed for individual types of benefit. However, the Special Conditions deal with prerequisites for making claims and not with obligations.
- 5.4. What are the consequences of non-observance of obligations?
- 5.5. If an obligation under Clause 5 is intentionally breached, you shall lose your insurance cover. In the event of the grossly negligent breach of an obligation, we shall be entitled to reduce our benefit in proportion to the severity of your negligence. Both of these conditions shall only apply if we have drawn your attention to such legal consequences by means of a separate communication in written or electronic form.

If you can establish that you did not breach the obligation by means of gross negligence, you shall retain your insurance cover.

You shall also retain insurance cover if you can establish that the breach of the obligation did not cause either the occurrence or the establishment of the insured event or the establishment or extent of the benefit. This does not apply if you have breached the obligation fraudulently.

These provisions apply irrespective of whether we exercise any right to give notice of termination to which we are entitled as a result of the breach of a pre-contractual duty of disclosure.

5.6. There is particularly no breach of obligation if:

- the insured person does not consult a doctor until the true extent becomes known;
- the insured person continues to work after an accident due to a sense of duty;
- it was initially believed that there were no consequences of the accident and the accident was therefore not reported immediately;
- an obligation was not fulfilled unintentionally but was then immediately fulfilled after such obligation was identified.

## Part 2

Conditions for the TMK Personal Liability Insurance on Trips (TMK Travel Personal Liability Insurance) – where agreed –

### 1. What is insured?

Insurance cover exists for circumstances in which a claim for compensation is made against the insured person by a third party under private law statutory liability provisions due to a loss event occurring during the validity of the insurance contract which results in:

- the death, injury or damage to health of persons (bodily injury); or
- the damage to or destruction of property (property damage).

### 2. What is covered?

#### 2.1. Insured risks

Within the scope of the following provisions, the insurance cover extends to the statutory liability of the insured person as a private individual during the participation on in the Confirmation of Cover named events arising from the risks of everyday life. The cover also extends during the travel from the residence of the insured person to the venue and back.

Insured risks of everyday life are activities, particularly:

- 2.1.1. as the head of a family or household (e.g. arising from the obligation to supervise minors);
- 2.1.2. as a cyclist;

- 2.1.3. relating to the participation in sport with the exception of the exclusions at Clause 4.2 below;
  - 2.1.4. relating to the legitimate private possession and use of cutting and thrusting weapons, firearms, munitions and missiles, but not for the purposes of hunting or criminal offences;
  - 2.1.5. as a rider when using horses belonging to third parties for private purposes. Liability claims by the keeper or owner of the animals against the insured person are not insured;
  - 2.1.6. as the keeper or carer of tame domestic pets, tame small animals and bees, but not dogs, cattle, horses, other riding and draught animals, wild animals or animals kept for commercial or agricultural purposes;
  - 2.1.7. as the tenant (but not the long-term tenant, leaseholder, etc.) of apartments, hotel or boarding house rooms and residential houses rented for the purposes of business trips.
  - 2.2. Uninsured risks or risks with restricted insurance
    - 2.2.1. Professional and other activities
 

The risks of a business, profession, service or office (including honorary office), responsible or work in any kind of association are excluded.
    - 2.2.2. Motor vehicles, aircraft and watercraft
      - 2.2.2.1. The liability of the owner, possessor, keeper or operator of a motor vehicle, aircraft or watercraft for losses caused by the use of such vehicle is not insured.
      - 2.2.2.2. However, insurance cover exists for liability for losses caused by the use of:
        - 2.2.2.2.1. model aircraft, unmanned balloons and kites:
          - which are not powered by engines or propellants;
          - the total flying weight of which does not exceed 5 kg; and
          - for which insurance is not compulsory;
        - 2.2.2.2.2. water sports vehicles, with the exception of own sailing boats and own or third party water sports vehicles with engines
          - including auxiliary or outboard engines
          - or propellants.
3. What benefits are provided up to what amount?
  - 3.1. Type of benefits
    - 3.1.1. The insurance cover includes:
      - 3.1.2. investigating liability;
      - 3.1.3. defending unfounded claims for damages;
 

indemnifying the policyholder against justified liability for damages.

Liability for damages is justified if the insured person is obliged to provide compensation on the basis of statute, a court judgment, admission or settlement and we are bound by this. We shall only be bound by admissions made and settlements reached by the insured person without our consent if there would have been a claim even without such admission or settlement.

If the insured person is found to be liable for damages and the decision is binding on us, we must indemnify the policyholder against the third party claim within a period of two weeks;
    - 3.1.4. defence counsel's costs in accordance with the fee scale or greater if expressly agreed with us for the appointment of defence counsel as desired or approved by us for the insured person in a criminal prosecution due to an insured event which may result in a liability claim for which insurance cover exists;
    - 3.1.5. provision of security or deposit for the insured person if the insured person has a statutory obligation to provide security for a due pension as the result of an insured event, or prevention of enforcement of a court ruling against the insured person by providing a security or a bond;
    - 3.1.6. the conduct of litigation in the name of the insured person should an insured event result in litigation regarding the claim between the insured person and the claimant or the latter's successor in title.
 

The costs of the litigation shall be borne by us.

- 3.2. Amount of benefits
- 3.2.1. Maximum limit per loss event
- 3.2.1.1. Our compensation benefit is limited to the agreed insured sums in each insured event.
- This also applies if the insurance cover extends to several parties liable to pay compensation.
- Several temporally related losses resulting from the same cause shall be deemed to be one single loss event.
- The total benefit for all loss events in one insurance year shall be limited to double the agreed insured sum.
- 3.2.1.2. The expenditure for costs in accordance with Clause 3.1.6 shall not be deducted from the insured sum as benefits unless the litigation takes place in the United States of America or Canada.
- If the justified liability claims arising from an insured event exceed the insured sum, we shall bear the court costs in the ratio of the insured sum to the total amount of such claims.
- In such cases, we are entitled to discharge ourselves from providing further benefits by paying the insured sum and a proportion of the hitherto accrued costs corresponding to the insured amount.
- 3.2.1.3. If the insured person is obliged to pay an annuity to the claimant and if the cash value of the annuity exceeds the insured sum or the remaining amount of the insured sum after the deduction of any other benefits arising from the same insured event, then the annuity to be paid shall only be refunded in the ratio of the insured sum or the remaining amount thereof to the cash value of the annuity.
- The cash value of the pension and the amount of cover will be determined under the declaration made to the responsible regulatory authority in the business plan when calculating the proportional value.
- 3.2.2. Maximum benefit for damage to rented property
- For insurance benefits resulting from damage to rented property in accordance with Clause 2.1.7, the payment of compensation shall be limited to the sum specified in the insurance contract per insured event and per insurance year.
- 3.2.3. Limit to additional costs attributable to the insured person
- If the settlement of a liability claim by acknowledgement, satisfaction or settlement requested by us fails due to the conduct of the insured person, then we shall not be obliged to pay any additional expenses for compensation, interest and costs accruing from the time of the insured person's refusal.
- 3.2.4. Other liability insurance policies
- Any other existing insurance cover shall take precedence over this overseas travel liability insurance.
4. When is there no insurance cover? (Exclusions)
- 4.1. there is in principle no insurance cover for losses:
- 4.1.1. which are caused deliberately by the insured person;
- 4.1.2. which the insured person causes as a result of or during the deliberate commission of a criminal offence or the deliberate attempt to commit such an offence;
- 4.1.3. caused by atomic energy.
- The compensation of damages caused by atomic energy in the Federal Republic of Germany complies with the German Atomic Energy Act. The operators of nuclear installations are obliged to provide compulsory cover and conclude liability insurance policies for this purpose;
- 4.1.4. during the practice of the following professions / occupations:
- artist, stunt man, animal tamer;
  - persons who work underground in the mining industry;
  - detonation and clearance personnel, as well as munitions detection personnel;
  - professional diver;
  - journalist, reporter and similar.

- 4.2. Especially there are no cover for liability claims:
- 4.2.1. if they exceed the scope of the insured person's statutory duty due to the contract or express commitments;
- 4.2.2. arising from losses as a result of:
- hunting;
  - participation in horse, bicycle or motor vehicle racing, boxing or wrestling or the preparation for such events (training);
- 4.2.3. arising from loss events suffered by relatives of the insured person who live together with the latter as a household.
- Relatives are deemed to be spouses / life partners, parents and children, adoptive parents and children, parents-in-law and children-in-law, step-parents and step-children, grandparents and grandchildren, siblings, foster parents and foster children (persons who are associated with each other in a long-term family-like relationship such as that of parents and children);
- 4.2.4. by legal representatives of parties without legal capacity or of parties with restricted legal capacity;
- 4.2.5. due to losses to third party property and all pecuniary losses resulting from such property losses if the insured person has rented, leased, borrowed such property or has acquired it by infringement of property rights or if it is the subject of a separate contract of safe custody.
- However, damage to rented rooms / houses and their fixtures and fittings is included in accordance with Clause 2.1.7 (damage to rented property). The following remain excluded:
- liability claims for wear and tear and excessive use;
  - damage to heating, boiler and hot water systems;
  - to electrical and gas appliances;
  - liability claims which are covered by the waiver of regress under the fire insurers' agreement for comprehensive loss;
- 4.2.6. which are attributable to asbestos or substances or products containing asbestos;
- 4.2.7. which are directly or indirectly connected with energy-rich ionising radiation (e.g. rays of radioactive material or X-rays) and with laser and maser radiation;
- 4.2.8. caused by environmental influences on soil, air or water (including damage to bodies of water) and all further losses arising from such;
- 4.2.9. arising from material damage caused by:
- the gradual effect of temperature, gases, vapours or moisture, precipitation (smoke, soot, dust etc);
  - sewage, the formation of sludge, subsidence of land (including a structure erected upon it or a part of such), caused by landslides, tremors resulting from pile driving, caused by flooding of standing or flowing bodies of water;
  - damage to fields caused by grazing cattle or game;
- 4.2.10. resulting from the exchange, the transmission or the provision of electronic data as long as this relates to:
- 4.2.10.1. the deletion, suppression, destruction or modification of data;
- 4.2.10.2. non-recording or failed saving of data;
- 4.2.10.3. the disturbance of access to electronic data exchange;
- 4.2.10.4. the transmission of confidential data or information;
- 4.2.11. resulting from losses arising from the infringement of personality rights or name rights;
- 4.2.12. resulting from losses arising from hostility, bullying, harassment, unequal treatment or other discrimination;
- 4.2.13. resulting from bodily harm arising from the transmission of an illness suffered by the insured person.
- The same applies to property damage and all pecuniary losses resulting from such caused by the illness of animals owned by the insured person which are either kept or sold by him.
- In both cases, insurance cover exists if the insured person proves that he acted neither intentionally nor grossly negligently.
5. What must be done if an insured event occurs? (Obligations)
- You or the insured person must observe the obligations specified below upon the occurrence of an insured event.

- 5.1. Notification of loss
  - 5.1.1. We must be informed of every insured event without delay, even if no claim for compensation has yet been made.
  - 5.1.2. You or the insured person must inform us immediately if a liability claim is brought against the insured person or if a public prosecution, proceedings by authorities or court proceedings are commenced, a default summons is issued or the dispute is announced to the insured person by a court.
- 5.2. Default summons / orders
 

You must enter an objection or any otherwise necessary challenge to a default summons or an order by administrative authorities to pay compensation in good time. Instructions from us are not necessary.
- 5.3. Conduct of litigation
 

If a liability claim against the insured person is brought before a court, then he must allow the litigation to be conducted by us. We shall instruct a lawyer on behalf of the insured person. The insured person must grant the lawyer full authority and must provide all required information and requested documents.
- 5.4. Authorisation
  - 5.4.1. We are deemed to be authorised to make any declarations on behalf of the insured person which appear to us to be appropriate for the settlement or defence of the claim.
  - 5.4.2. If the insured person is granted the right to request the cancellation or reduction of any payable annuity due to a change in circumstances, then he is obliged to allow us to exercise this right on his behalf.
- 5.5. Additional you are obliged to
  - 5.5.1. to avoid or mitigate the loss wherever possible;
  - 5.5.2. to inform us immediately in a truthful and complete manner of all the details of any circumstance which could result in an obligation to provide benefit;
  - 5.5.3. to truthfully complete the "notification of an insured event" form sent to you by us and to return the same to us without delay;
  - 5.5.4. to provide documentary evidence that the insured event occurred during a business trip;
  - 5.5.5. to provide any additional relevant information requested by us in a truthful manner;
  - 5.5.6. to permit us to conduct any reasonable investigation into the cause of the loss and into the amount of benefit to be provided by us;
  - 5.5.7. to follow our instructions;
  - 5.5.8. to arrange for the production of documents requested by us as evidence for the claim, particularly invoices for costs and medical certificates;
  - 5.5.9. to authorise medical practitioners who have treated or examined the insured person (even if they have done so for other reasons), hospitals and other medical establishments, other personal insurers, statutory sickness funds, workers' compensation insurers and authorities to issue all the information required for an assessment of the obligation to provide benefit.
 

We shall inform you of the collection of personal health data if you have provided us with your consent before the insured event has occurred. You may object to such data being collected; however, this may lead to the loss of your right to claim any benefit under Clause 7.

You may at any time request that data only be collected if consent has been obtained for the individual collection;
  - 5.5.10. to report insured events occasioned by criminal offences (e.g. burglary, robbery, malicious damage, bodily harm) to the responsible police station immediately and to have the report certified;
  - 5.5.11. to inform us of the existence of other insurance policies providing cover for the insured event in question and of claims made and indemnity payments received under such insurance, and to inform us of third parties' obligations to provide compensation;
  - 5.5.12. to claim for insurance benefits from us in written or electronic form.
- 5.6. Further deadlines which are set out in the Special Conditions must be observed for individual types of benefit. However, the Special Conditions deal with

prerequisites for making claims and not with obligations.

5.7. Consequences of breaches of obligations

If an obligation under Clause 5 is intentionally breached, you shall lose your insurance cover. In the event of the grossly negligent breach of an obligation, we shall be entitled to reduce our benefit in proportion to the severity of your negligence. Both of these conditions shall only apply if we have drawn your attention to such legal consequences by means of a separate communication in written or electronic form.

If you can establish that you did not breach the obligation by means of gross negligence, you shall retain your insurance cover.

You shall also retain insurance cover if you can establish that the breach of the obligation did not cause either the occurrence or the establishment of the insured event or the establishment or extent of the benefit. This does not apply if you have breached the obligation fraudulently.

These provisions apply irrespective of whether we exercise any right to give notice of termination to which we are entitled as a result of the breach of a pre-contractual duty of disclosure.