
General Conditions for Machines and Comprehensive Insurance for drivable and transportable equipment (ABMG 2011)

Section A

- Part 1 Insured and uninsured items
- Part 2 Insured and uninsured risks and damage
- Part 3 Insured interests
- Part 4 Insurance location
- Part 5 Insurance value, insurance total; underinsurance
- Part 6 Insured and uninsured costs
- Part 7 Scope of compensation
- Part 8 Payment and interest rate for compensation
- Part 9 Expert procedure
- Part 10 Reproduced items
- Part 11 Change of insured items

Section B

- Part 1 Declaration obligations of the insurance holder or their representative until contract conclusion
- Part 2 Start of insurance protection; duration and end of the contract
- Part 3 Premiums; insurance period

- Part 4 Due date of the first or one-time premium; consequences of delayed payment or non-payment
- Part 5 Subsequent premium
- Part 6 Direct debit
- Part 7 Premium if ending the contract early
- Part 8 Insurance holder obligations
- Part 9 Risk increase
- Part 10 Overinsurance
- Part 11 Multiple insurers
- Part 12 Insurance for the account of a third party
- Part 13 Transfer of claims
- Part 14 Cancellation after an insurance claim
- Part 15 No liability for special reasons
- Part 16 Notifications; declarations of intent; address changes
- Part 17 Authority of the insurance agent
- Part 18 Limitation
- Part 19 Responsible court
- Part 20 Applicable law

Section A

Part 1 Insured and uninsured items

1. Insured items

The drivable or transportable devices designated in the insurance contract are insured as soon as they are ready for operation.

An item is ready for operation as soon as it is either ready for starting work or is in operation after testing and, if intended, a trial run. A later interruption to readiness for operation does not interrupt the insurance protection. This also applies during decommissioning or recommissioning, as well as when transporting the item inside the insured location.

2. Additional insurable items

Additional devices and spare devices are also insured if agreed.

3. Secondary damage

The following damage is insured only as a consequence of a principally insured damage to property to other parts of the insured object:

- a) conveyor belts, crawlers, cables, stone and concrete buckets, chains, ropes, straps, belts, brushes, cardan coatings and tyres;
- b) all tool types.

4. Uninsured items

The following are not insured:

- a) removable media;
- b) auxiliary and operating materials, consumables and work equipment;
- c) other parts that have to be replaced several times during the service life of the insured items by experience;
- d) vehicles that are used exclusively to convey goods as part of a business focussing on this or to convey people;
- e) water and aircraft, and floating units;
- f) equipment in site offices, portacabins, site huts, builder's shacks, workshops, storerooms, laboratories and equipment carts.

Part 2 Insured and uninsured risks and damage

1. Insured risks and damage

The insurer will pay compensation for unforeseeable damage or destruction of insured items (damage to property).

Damage is considered unforeseeable if the insurance holder or their representatives could not have foreseen it nor foreseen the specialist knowledge required for the task performed during operation; this is only affected by gross negligence, which entitles the insurer to reduce their performance to a degree in relation to the severity of the negligence.

In particular, compensation is paid for damage to property due to

- a) Operating errors, clumsiness or deliberate acts by third parties;
- b) Design faults, material faults or bad workmanship;
- c) Short circuits, overcurrent or overvoltage;
- d) Failure of measurement, control or safety equipment;
- e) Water, oil or lubricant faults;
- f) Fire, lightning, explosion, impacts or crashes for the aircraft, its parts or its load.

However, this does not apply to site offices, portacabins, site huts, builder's shacks, workshops, storerooms, laboratories and equipment carts;

- g) Storm, frost, ice drift, earthquakes or flooding.

2. Electronic components

Compensation for electronic components (parts) of the insured item will only be provided if an insured risk verifiably occurred on a replacement unit (normally the unit to be replaced during repairs) or in the insured item itself. If this verification is not to be provided, the strong probability that the damage can be traced back to the effects of an external insured risk is sufficient.

However, compensation is provided for subsequent damage to further replacement units.

3. Additional insurable risks and damage

If agreed, compensation is paid for damage

- a) if insured items go missing due to theft, burglary or robbery; number 4 remains unaffected. Definitions are provided in number 5;
- b) during tunnel work or underground work;
- c) due to flooding or becoming silted up as a result of the special risks of use on water building sites.

4. Uninsured risks and damage

Regardless of the contributory causes, the insurer does not provide compensation for damage

- a) due to deliberate acts by the insurance holder or their representatives;
- b) due to war, warlike events, civil war, revolution, rebellion or uprising;
- c) due to civil unrest;
- d) due to nuclear energy, nuclear radiation or radioactive substances;
- e) while being transported at sea;
- f) due to defects that were already present at the time of taking out the insurance and that the insurance holder or their representatives must have been aware of; this is only affected by gross negligence, which entitles the insurer to reduce their performance to a degree in relation to the severity of the negligence;
- g) due to unavoidable, repetitive external events associated with proper use unless the damage is subsequent damage;
- h) due to
 - aa) normal operational wear and tear;
 - bb) premature wear and tear due to operation;
 - cc) corrosive attacks or abrasion;
 - dd) excessive accumulation of limescale, sludge or other deposits.

These exclusions do not apply to parts adjacent to the insured item, if they were damaged as a result of this type of damage and were not due for replacement due to one of the reasons according to aa) to dd).

Furthermore, the exclusions in accordance with bb) to dd) do not apply in the event of number 1 a) and b), d) and e); in order to determine whether there is a design fault, the design is appraised using the latest technology available at the time, if there is a material fault or bad workmanship, the technology available at the time of manufacturing is used, and if there are operating errors, the applicable operating/maintenance instructions are used for this;

i) due to using an item that the insurance holder or their representative must have known was ready for repair; this is only affected by gross negligence, which entitles the insurer to reduce their performance to a degree in relation to the severity of the negligence. However, the insurer will provide compensation if the damage was not caused by the need for repair or if the item was at least provisionally repaired with the insurer's agreement at the time of the damage;

j) if a third party is responsible for it as a supplier (manufacturer or dealer), haulage contractor, carrier, contractor or from a repair order.

If the third party disputes their responsibility, the insurer provides compensation initially. After paying the compensation, if it becomes clear that a third party must be responsible for the damage and the third party disputes this, the insurance holder retains the compensation already paid initially.

Section 86 of the insurance contract act, transfer of claims, does not apply to this situation. The insurance holder must claim their rights to costs and, according to the insurer's instructions, out of court and in court if required:

The compensation will be withheld if the insurance holder does not follow one of the insurer's instructions or insofar as the third party compensates the insurance holder for damages.

5. Definitions of risks

The following applies in the context of these conditions:

a) Robbery

Robbery occurs if force is applied or threatened to the insurance holder in order to break their resistance to removal of insured items.

Suitable people who take temporary custody of the insured items are considered the same as the insurance holder.

b) Burglary

Burglary as defined by this contract occurs if someone breaks in to a room in a building, climbs into it or uses

- aa) the correct key that they have obtained by burglary or robbery;
- bb) an incorrect key or
- cc) other tools to gain access.

Part 3 Insured interests

1. The interests of the insurance holder are insured.

If the insurance holder is not the owner, the owner's interests are also insured. The provisions regarding insured damage and risks remain unaffected.

2. In the event of a transfer by way of security, this also applies if the insurance holder transfers ownership after taking out the insurance.

In the event of sale, the purchaser is entitled to cancel the insurance relationship in writing with immediate effect or at any later time up to the end of the current insurance period.

In all other respects, the statutory provisions in accordance with sections 95 and the following of the insurance contract act apply to selling the insured item.

3. If the insurance holder has sold the item conditionally, the purchaser's interests are also insured. However, the insurer will not provide compensation for damages for which the insurance holder is responsible as the supplier (manufacturer or dealer) to the purchaser or would be responsible without the special understandings related to the individual situation.

4. If agreed, the interests of a third part as renter, leaseholder, hirer or custodian to which the insurance holder has transferred the item are insured.

5. If the insurance holder has manufactured the insured item that they use in their company or transferred to a third party (number 4) themselves, the insurer will not provide compensation for damage for which the supplier (manufacturer or dealer) is normally responsible in the event of external procurement.

6. In all other respects, the provisions for insurance for third party accounts apply.

Part 4 Insurance location

Insurance protection is only provided in the insurance location. The insurance location are the operating premises or fields of application designated in the insurance contract.

Part 5 Insurance value, insurance total; underinsurance

1. Insurance value

The insurance value is the new value.

a) The new value is the applicable list prices for the insured item in new condition plus the procurement costs (e.g. costs for packaging, shipping, customs, installation).

b) If the insured item is no longer listed in price lists, the last list price for the item in new condition plus the procurement costs is definitive; this amount must be reduced or increased in accordance with price developments for comparable items.

If the insured item did not have a list price, the purchase or delivery price for the item in new condition plus the procurement costs applies in this case; this amount must be reduced or increased in accordance with price developments for comparable items.

If neither a list price nor a purchase or delivery price can be determined, the total of costs that were required to restore the item to a comparable type and quality (e.g. design, dimensions, performance) plus the markup and the procurement costs is definitive. This amount must be reduced or increased in accordance with price developments.

Discounts and price concessions are not considered for the insurance value.

c) If the insurance holder is not entitled to input tax deduction, VAT must be included.

2. Insurance total

The insurance total specified in the insurance contract for each insured item should correspond to the insurance value. The insurance holder must adjust the insurance total for the insured item to the applicable insurance value during the insurance contract. This also applies if changes that increase the value are made.

3. Underinsurance

If the insurance total is lower than the insurance value for the time at which the insurance case occurs, there is underinsurance.

Part 6 Insured and uninsured costs

1. Expenditures to prevent and reduce the damage

a) Expenditures that the insurance holder incurs when the insurance case occurs, which are deemed necessary or made on the insurer's instruction to prevent and reduce the damage according to the circumstances are insured even if they are unsuccessful.

b) Reimbursement for these expenditures and compensation for insured items amount to a maximum of the insured total per agreed item; however, this does not apply if the expenditures were incurred on the insurer's instruction.

c) Expenditures for the fire service or other institutions that are obliged to provide help in the public interest are not insured if these services were rendered in the public interest.

d) The insurer must advance the amount required for the expenditures on the request of the insurance holder.

2. Costs for restoring data

a) Costs for restoring data for the operating system, which are required for the basic functions of the insured item are insured as long as the loss, change or unavailability of the data occurred due to one of the insured types of damage to the data medium on which this data is stored.

b) Other data is insured if agreed.

c) Reimbursement for these expenditures and compensation for insured items amount to a maximum of the insured total per agreed item.

3. Additional costs

If agreed, the following costs beyond the restoration costs are insured up to the amount of the insurance total agreed for this on the first risk. The agreed insurance total is not reduced by this compensation being paid out.

a) Cleanup, decontamination and disposal costs

aa) These are costs that the insurance holder must incur due to an insured damage in order that insured and uninsured items, their parts or residues that are located at the damage location are cleaned up and decontaminated if necessary;

are destroyed or transported to a suitable waste disposal plant and disposed of there.

bb) However, costs for decontaminating and disposing of soil or waters, costs for rectifying damage to the ground water or nature, and for emissions into the air are not insured.

Furthermore, expenditures of the insurance holder due to vendor liability.

cc) Compensation will not be provided if the insurance holder can obtain compensation from a different insurance contract.

b) Decontamination and disposal costs for soil

aa) These are costs that the insurance holder must pay as a result of contamination from an insured damage due to official directives in order to examine the soil at the damage location and, if required, to decontaminate or replace it;

to destroy the excavated material or transport it to the nearest suitable waste disposal plant and to deposit it there;

to restore the damage location to the condition it was in before the damage occurred as far as possible.

bb) The expenditures according to aa) are only insured if the official directives are enacted due to laws or acts that were passed before the damage occurred;

apply to contamination that has verifiably occurred as a result of this damage;

have been enacted within nine months following the occurrence of the damage and were reported to the insurer within three months of obtaining knowledge of them without consideration for time limits for appeals.

cc) If the damage increases existing contamination to the oil, only the expenditures that exceed the amount required to rectify the existing contamination are insured, without consideration for if and when this amount would have been incurred if the damage had not occurred.

The costs to be compensated for according to this will be determined by a surveyor if required.

dd) Expenditures due to other official directives or due to other obligations of the insurance holder, including vendor liability, are not insured.

ee) Compensation will not be provided if the insurance holder can obtain compensation from a different insurance contract.

c) Sue and labour

These are costs that the insurance holder must incur due to an insured damage if other items have to be moved, changed or protected in order to restore or re-procure the insured item; this applies particularly to expenditures for disassembly and reassembly, for breaking through, tearing down or rebuilding parts of buildings, or for extending openings.

d) Air freight costs

These are additional costs for air freight that the insurance holder incurs due to an insured damage for the purpose of resorting or re-procuring the insured item.

Part 7 Scope of compensation

1. Restoration costs

In the event of damage, a difference will be made between partial loss and total loss.

Partial loss occurs if the restoration costs minus the value of the old materials are not higher than the current value of the insured item immediately before the insurance case occurred. If the restoration costs are higher, there is a total loss.

The current value is calculated based on the new value minus a deduction, particularly for age, wear and technical condition.

Insured items that are designated in different positions are not considered an integrated item even if they belong together economically.

If insured items are listed as a collective item, they are not considered an integrated item if they can be used independently.

2. Partial loss

All expenditure required to restore the previous operational condition will be compensated for less the value of the old material.

a) Expenditure for restoration is the following in particular

aa) Costs for spare parts and repair materials;

bb) Labour costs and labour-dependant costs including wage costs above the general pay scale and allowances, in addition to additional costs due to contractual supplements for overtime, Sunday, public holiday and night work;

- cc) Disassembly and reassembly costs;
- dd) Transport costs including additional costs for express freight;
- ee) Costs for restoring the operating system that is required for the basic functions of the insured items;
- ff) Costs for clearing up and decontaminating the insured item or its parts and costs for destroying parts of the item, in addition to costs for removing parts to the nearest suitable waste disposal plant, but not costs due to vendor liability.

b) A deduction from the restoration costs to the amount of the value improvement is made on

aa) Auxiliary and operating materials, consumables and work equipment, as well as other parts that experience shows must be replaced during the insured item's service life if these parts are destroyed or damaged to restore the insured item;

bb) Conveyor belts, crawlers, cables, stone and concrete buckets, chains, ropes, straps, belts, brushes, cardan coatings and tyres, combustion engines, batteries, pipes and all types of tools;

cc) Cylinder heads, cylinder lines, single-part pistons, piston bases and piston rings for piston machines. The deduction is 10 % per year to a maximum of 50 %.

c) The insurer does not provide compensation for

aa) Costs for an overhaul or other measures that would have been required regardless of the insurance claim;

bb) Additional costs due to changes and improvements that go beyond restoration.

If a structural unit such as an engine, a gear or a module is changed even though it likely contains undamaged parts in addition to damaged parts, the compensation for this will be reduced accordingly; however, this does not apply if the costs that would have been incurred to repair the part would have exceeded the costs for replacing the structural unit.

If damaged parts are replaced even though a repair is possible without endangering operational safety, the insurer will reimburse the costs that would have been required to repair the damaged parts but no more than the costs incurred for the replacement;

cc) Costs for restoration performed internally if the costs would not also have been incurred had the work been performed externally;

dd) Lost profit due to internal work;

ee) Additional costs due to provisional or temporary restoration;

ff) Costs for work that is required for restoration but is not performed on the insured item itself;

gg) Financial losses.

3. Total loss

The current value less the value of the old material is compensated for.

4. Additional costs

The insurer will reimburse additional costs that have to be incurred due to damage requiring replacement and that go beyond the restoration costs with the framework of the insurance totals agreed for this.

5. Limit of compensation

The limit of compensation is the part of the insurance total that is omitted due to the affected item.

6. Compensation calculation in the event of underinsurance

If there is underinsurance, only the part of the amount determined according to parts 1 to 5 will be reimbursed with the ratio of the amount being the same as that of the insurance total to the insurance value. This does not apply to first loss insurance totals.

7. Compensation calculation in the event of gross negligence

If gross negligence on the part of the insurance holder or their representatives has contributed to the damage, compensation is reduced by an amount corresponding to the severity of the blame.

8. Excess

The amount determined according to parts 1 to 7 will be reduced by the agreed excess per insurance claim.

If there are several instances of damage, the excess will be deducted for each one individually.

However, if there are several instances of damage to the same item and there is cause correlation between these instances of damage, the excess is only deducted once.

Part 8 Payment and interest rate for compensation

1. Due date of compensation

Compensation is due when the insurer's determinations regarding the reason and the amount of the claim have been completed.

The insurance holder can demand the amount as an advance payment one month after reporting the damage, which must be paid according to the status of the item.

2. Interest rate

The following applies to the interest rate unless there is a further interest rate obligation for a different legal reason:

a) unless paid within one month of reporting the damage, the compensation is to be subject to interest as of the due date;

b) the interest rate is 4 percent p.a.;

c) the interest is due together with the compensation.

3. Suspension

When calculating the deadlines according to parts 1 and 2 a), the period in which the compensation cannot be determined or paid due to blame on the part of the insurance holder is not to be considered.

4. Deferring the payment

The insurer can defer the payment if

a) There is doubt regarding the insurance holder's entitlement to receipt;

b) An official or criminal procedure is still running against the insurance holder or their representatives for the reason of this insurance claim.

5. Transfer of compensation claim

The compensation claim can be transferred before it is due if agreed upon with the insurer. Agreement must be granted if the insurance holder requests it for good reasons.

Part 9 Expert procedure

1. Determining the amount of damage

After an insurance claim occurs, the insurance holder can request that the damage is determined in an expert procedure.

The insurer and insurance holder can also agree upon this type of expert procedure jointly.

2. Further determinations

The expert procedure can be extended to further determinations for the insurance claim on agreement.

3. Procedure before determination

The following applies to the expert procedure:

a) Each party must designate an expert in writing. One party that has designated their expert can request in writing that the other party names their expert upon specifying the expert designated by themselves. If the second expert is not named within two weeks from receipt of the request, the requesting party can have one named for them by the district court responsible for the damage location. The insurance holder must be advised of this consequence in the request from the insurer.

b) The insurer may not name any person as an expert who is a competitor of the insurance holder or who is in a permanent business relationship with them; furthermore, any person employed by competitors or business partners, or who has a similar relationship with them may not be named.

c) Both experts will designate a third expert as arbitrator in writing prior to beginning their determinations. The regulation in b) applies correspondingly to designating an arbitrator by the experts. If the experts do not agree, the arbitrator will be named by the district

court responsible for the damage location upon request from either party.

4. Determination

The determinations from the experts must contain the following:

- a) the determined or suspected causes and the time from which the damage to property was first detectable by the insured party according to recognised technical regulations;
- b) the scope of the damage and destruction, in particular
 - aa) a directory of the lost, destroyed and damaged item with its values immediately before the damage and its new value at the time of the damage;
 - bb) the costs required for re-procurement or restoration to the condition before the damage occurred;
 - cc) the remaining values of the items affected by the damage;
- c) the costs insured according to the insurance contract.

5. Procedure after determination

The expert hands their determinations over to both parties simultaneously. If the determinations from the experts differ from each other, the insurer transfers them to the arbitrator immediately. They will decide on the points in dispute within the limits provided by the determinations of the experts and will communicate their decision to both parties simultaneously.

The determinations of the expert or the arbitrator are binding for both parties to the contract unless it can be evidenced that they deviate significantly from the actual situation. The insurer calculates the compensation based on these binding determinations.

In the event of non-binding determinations, these are completed via a court decision. This also applies if the experts could not make the determination, did not want to make it or delay.

6. Costs

Unless otherwise agreed, each party bears the cost of their expert. The costs for the arbitrator are borne evenly by each party.

7. Obligations

The insurance holder's obligations are not affected by the expert procedure.

Part 10 Reproduced items

1. Declaration obligation

If the whereabouts of lost items are determined, the insurance holder must declare this to the insurer in writing without delay after obtaining this knowledge.

2. Recovery prior to compensation payment

If the insurance holder has recovered ownership of a lost item before the complete compensation for this item has been paid, they retain the right to compensation if they make the item available to the insurer within two weeks. Otherwise, the payment made for this item must be returned.

3. Recovery after compensation payment

- a) If the insurance holder has recovered ownership of a lost item after they have received payment of the full insurance value as compensation for this item, the insurance holder must pay back the compensation or make the item available to the insurer. The insurance holder must make this decision within two weeks of receiving a written request from the insurer; after this time has elapsed without resolution, this decision passes on to the insurer.
- b) If the insurance holder has recovered ownership of a lost item after they have received payment of compensation for this item, which is less than the insurance value according to conditions, the insurance holder can retain the item and must then pay back the compensation. If they declare that they are not prepared to do this within two weeks of receiving a written request from the insurer, the insurance holder must allow the item to be sold publicly to the highest bidder in agreement with the insurer. The insurer will receive the part that corresponds to the compensation paid according to conditions from the profit minus the selling costs.

4. Damaged items

If recovered items have been damaged, the insurance holder can also request compensation according to conditions to the amount of the restoration costs, or retain it if the conditions of point 2 or 3 remain fulfilled.

5. Equalisation

The insurance holder is considered to have ownership of a recovered item if they had the opportunity to re-obtain ownership.

6. Transfer of rights

If the insurance holder has made recovered items available to the insurer, they must transfer ownership, property and all other rights to which they are entitled in relation to this item to the insurer.

Part 11 Change of insured items

If the insurance holder receives a different but technically comparable item instead of the item designated in the insurance contract, provisional cover is provided for this after the insurance holder has declared this accordingly.

The provisional cover ends

- a) when a new insurance contract is concluded or
 - b) when a further contract for provisional cover with comparable insurance protection begins or
 - c) when contract negotiations end,
- but at the latest after 3 months.

Section B

Part 1 Declaration obligations of the insurance holder or their representative until contract conclusion

Before the insurance holder submits their contract declaration to the insurer, they must declare all risk circumstances that are known to them, that the insurer has queried in writing and that are important for the decision for concluding the contract with the agreed contents. The insurance holder is also obliged to declare answers to any questions that the insurer asks them in writing as defined by paragraph 1 between providing their contract declaration but before the contract is accepted.

If the insurance holder does not comply with their declaration obligation according to paragraph 1, the insurer can withdraw from the contract, cancel it or change it in accordance with sections 19-21 of the insurance contract act. The insurer can also be not liable to pay in accordance with section 21, paragraph 2 of the insurance contract act.

If the contract is concluded by a representative of the insurance holder, in accordance with section 20 of the insurance contract act, both the representative's misrepresentation and the insurance holder's misrepresentation are to be considered.

The right of the insurer to refuse the contract in accordance with section 22 of the insurance contract act due to fraudulent misrepresentation remains unaffected.

Part 2 Start of insurance protection; duration and end of the contract

1. Start of insurance protection

The insurance protection starts at the time specified on the insurance certificate subject to the regulations regarding the consequences of late payment or non-payment if the first or onetime premium.

2. Duration

The contract is concluded for the period specified on the insurance certificate.

3. Automatic renewal

If the contract duration is at least one year, the contract extends automatically by one year at a time if one of the parties to the contract has not submitted cancellation notice at least three months before the corresponding insurance year expires.

4. Cancelling multi-year contracts

If the contract runs for more than three years, it can be cancelled by the insurance holder before the end of the third year or any subsequent year with a notice period of three months.

The insurer must be informed of the cancellation no later than three months before the end of the relevant insurance year.

5. Contract duration of less than one year

If the contract duration is less than one year, the contract ends at the specified time without cancellation being required.

6. Discontinuation of insured interests

If the insured interest is discontinued after the insurance starts, the contract ends at the time at which the insurer is informed of the discontinuation of risk.

Part 3 Premiums; insurance period

Depending on the agreement, the premiums are either paid by continuous monthly, quarterly, semi-annually or annual payment or as a one-time premium in advance.

The insurance period is one month, one quarter, half a year or one year according to the agreement for continuous payments. In the event of a one-time premium, the insurance period is the agreed contract duration but no more than one year.

Part 4 Due date of the first or one-time premium;

consequences of delayed payment or nonpayment

1. Due date of the first or one-time payment

Regardless of whether there is a right to withdraw, the first or one-time premium must be paid without immediately at the time of the agreed insurance start as stated on the insurance certificate.

If the agreed insurance start date is before contract conclusion, the first or one-time premium must be paid immediately upon conclusion of the contract.

If the insurance holder does not pay immediately at the time specified in paragraph 1 or 2, the insurance protection only begins after the payment has been made.

If the insurance certificate deviates from the insurance holder's request or from the agreements made, the first or one-time premium must be paid no earlier than one month after receiving the insurance certificate.

2. Consequences of delayed payment or non-payment of the first or one-time premium

If the first or one-time premium is not paid at the due time as specified in paragraph 1, the insurer is entitled to withdraw from the contract or is not liable to pay in accordance with section 37 of the insurance contract act.

Part 5 Subsequent premium

1. Due date

a) A subsequent premium is due at the agreed time for the corresponding insurance period.

b) The payment is considered on-time if it is made within the period specified on the insurance certificate or premium invoice.

2. Consequences of non-payment

The consequences of non-payment are as specified in section 38 of the insurance contract act.

If the insurance holder defaults on the payment of a subsequent premium, the insurer is entitled to demand compensation for the damages incurred due to the defaulted payment.

Part 6 Direct debit

1. Obligations of the insurance holder

If direct debit has been agreed upon as the payment method for the premium, the insurance holder must ensure that there are sufficient funds in the account at the time at which the premium is due.

2. Changes to the payment method

If the insurance holder is responsible for one or several premiums not being able to be collected despite several collection attempts, the insurer is entitled to cancel the direct debit in writing.

In the cancellation, the insurer must advise the insurance holder that they are obliged to transfer the outstanding premium and future premiums themselves.

The insurance holder can be invoiced for any processing fees charged by the banks for failed direct debits.

Part 7 Premium if ending the contract early

If the insurance relationship ends before the insurance period expires, if it is cancelled retrospectively after the start or is void from the beginning due to fraudulent misrepresentation, the insurer is due the premium or the expense charge in accordance with sections 39 and 80 of the insurance contract act.

Part 8 Insurance holder obligations

1. Obligations prior to an insurance claim occurring

a) The insurance holder must comply with all contractually agreed obligations prior to the insurance claim occurring.

b) If the insurance holder does not comply with one of the specified obligations, the insurer is entitled to cancel the contract in accordance with section 28 of the insurance contract act. Cancellation from the insurer takes effect immediately upon receipt.

2. Obligations when an insurance claim occurs

a) When an insurance claim occurs, the insurance holder must

aa) attempt to prevent and reduce the damage as much as possible;

bb) declare the damage occurrence to the insurer immediately upon becoming aware of it, verbally or by telephone if necessary;

cc) obtaining instructions from the insurer for preventing or reducing damage, also verbally or by telephone if circumstances permit;

dd) follow the insurer's instructions for preventing or reducing damage as far as they are reasonable; if several insurers who are involved in the insurance contract provide different instructions, the insurance holder must act according to their best judgement;

ee) report damage due to criminal acts against property to the police immediately;

ff) submit an inventory of lost items to the insurer and the police immediately;

gg) leave the damage unchanged until the damage location or the damaged items have been released by the insurer; if changes are unavoidable, the damage must be documented (e.g. using photos) and the damaged items retained until they have been inspected by the insurer;

hh) as far as practicable, immediately provide the insurer with any information, in writing if requested, which is required to determine the insurance claim of the scope of the insurer's liability, as well as to permit any inspection regarding the cause and amount of damage, and the scope of the liability of compensation;

ii) produce the documents requested by the insurer, the procurement of which can be justly expected;

b) If a third party has the right to the insurer's contractual performance, they must also comply with the obligations in accordance with part 2 a) if this is possible according to the actual and legal situations.

3. Release from obligation to perform in the event of obligation breaches

If the insurance holder breaches an obligation specified in point 1 or 2, the insurer is not liable to pay in accordance with sections 28 and 82 of the insurance contract act.

Except for in the event of a fraudulent obligation breach, the insurer is liable if the obligation breach caused neither the insurance claim to occur or be determined nor the determination or scope of the insurer's liability.

Part 9 Risk increase

After submitting their contract declaration, the insurance holder may not increase the risk or permit a third party to do so without prior approval from the insurer.

The insurance holder must declare any risk increase to the insurer as soon as they become aware of it, regardless of whether this occurred against their will. In all other respects, sections 23 to 27 of the insurance contract act apply. The insurer can then be entitled to cancel the contract, change the contract or also not be liable to pay.

Part 10 Overinsurance

1. If the insurance total exceeds the value of the insured interest significantly, both the insurer and the insurance holder can request a reduction to the insurance total and the premium in accordance with section 74 of the insurance contract act.

2. If the insurance holder has taken out the overinsurance deliberately in order to gain an unlawful pecuniary advantage, the contract is void. The insurer is entitled to the premium up to the point at which they became aware of the circumstances leading to the contract being void.

Part 11 Multiple insurers

1. Declaration obligation

If an interest is insured against the same risk with several insurers, the insurance holder is obliged to notify the insurer of the other insurance immediately. The other insurer and the insurance total must be specified in the notification.

2. Legal consequences of a breach of the declaration obligation

If the insurance holder breaches the declaration obligation (see point 1), the insurer is entitled to cancel the contract or is not liable to pay in accordance with section 28 of the insurance contract act. Cancellation from the insurer takes effect immediately upon receipt.

The lack of liability to pay does not occur if the insurer was informed of the other insurance prior to the insurance claim.

Except for in the event of a fraudulent obligation breach, the insurer is liable if the obligation breach caused neither the insurance claim to occur or be determined nor the determination or scope of the insurer's liability.

3. Liability and compensation in the event of multiple insurance

a) If an interest is insured against the same risk with several insurers and the combined insurance totals exceed the insurance value, or if the total of the compensation that would be paid by each insurer if the other insurance were not available exceeds the total damages for other reasons, this is considered multiple insurance.

b) In their function as joint debtors, each of the insurers is obliged to pay the amount to which they are obliged by their contracts; however, the insurance holder cannot demand a total amount higher than the amount of damage they have sustained. Clause 1 applies accordingly if the contracts are with the same insurer.

If the insurance holder or insured person receives compensation for the same damage from different insurance contracts, the entitlement from this contract is discounted so that the total of compensation from all contracts is not higher than if the total amount of the insurance totals from which the premiums were calculated were covered only in this contract. If compensation limits are agreed, the entitlement is reduced so that the total compensation from all contracts is not higher than the total amount of the insurance totals would be if it were covered by this contract.

c) If the insurance holder has taken out multiple insurance deliberately in order to gain an unlawful pecuniary advantage, each contract concluded with this intent is void. The insurer is entitled to the premium up to the point at which they became aware of the circumstances leading to the contract being void.

4. Resolving multiple insurance

Upon the insurance holder's request, the multiple insurance can be resolved in accordance with section 79 of the insurance contract

act by cancelling or reducing the insurance total in the contract that was concluded latest.

The contract cancellation or the reduction to the insurance total and adjustment to the premium are effective from the time at which the insurer receives the declaration.

Part 12 Insurance for the account of a third party

1. Rights from the contract

The insurance holder can conclude the insurance contract in their own name for the interests of a third party (insured person). Only the insurance holder and not the insured person may exercise the rights from this contract. This even applies if the insured person is in possession of the insurance certificate.

2. Payment of compensation

Prior to paying compensation to the insurance holder, the insurer can request confirmation that the insured person has given permission for this. The insured person can only request compensation with the approval of the insurance holder.

3. Knowledge and behaviour

If the insurance holder's knowledge and behaviour are of legal significance, in the event of insurance for the account of a third party, the knowledge and behaviour of the insured person must also be considered. If the contract covers interests of the insurance holder and the insured person, the insurance holder must only have the knowledge and behaviour of the insured person added for their interest if the insured person is a representative of the insurance holder. In all other respects, section 47 of the insurance contract act applies.

Part 13 Transfer of claims

1. Transfer of claims

If the insurance holder is entitled to a claim against a third party, this entitlement transfers to the insurer as soon as the insurer compensates for the damage. The transfer cannot be enforced to the detriment of the insurance holder. If the insurance holder's claim is against a person with whom they lived in a joint household at the time of the damage, the transfer cannot be enforced unless this person has caused the damage wilfully.

2. Obligations to safeguard claims

The insurance holder must protect their claim or a right that is used to safeguard this claim, paying attention to the applicable form and deadline regulations and, after the claim has been transferred to the insurer, to co-operate with the insurer as much as required during the claim's assertion.

If the insurance holder breaches this obligation, the insurer is not liable to pay in accordance with section 86, paragraph 2 of the insurance contract act.

Part 14 Cancellation after an insurance claim

1. Right to cancellation

After an insurance claim occurs, any of the parties to the contract can cancel the insurance contract. The cancellation must be declared in writing. The cancellation is only permitted up to one month following completion of negotiations regarding the compensation.

2. Cancellation by the insurance holder

The insurance holder is entitled to cancel the insurance relationship in writing with immediate effect or at any later time up to the end of the insurance year.

3. Cancellation by the insurer

Cancellation from the insurer takes effect one month from its receipt by the insurance holder.

Part 15 No liability for special reasons

The insurer is free of their compensation obligation if the insurance holder fraudulently misrepresents or attempts to fraudulently misrepresent facts that are significant to the reason or amount of compensation.

If the misrepresentation or the misrepresentation attempt is determined by a legally binding penalty against the insurance holder due to fraud or attempted fraud, the prerequisites of clause 1 are considered proven.

Part 16 Notifications; declarations of intent; address changes

1. Form

Unless the written form is required legally and unless otherwise specified in this contract, the declarations and notifications intended for the insurer, that apply to the insurance relationship and that are made immediately to the insurer must be submitted in writing.

Declarations and notifications should be directed to the insurer's head office or to the location designated as responsible on the insurance certificate or its addenda. The legal regulations regarding submission of declarations and notifications remain unaffected.

2. Non-declaration of an address or name change

If the insurance holder has not notified the insurer of a change of name or address, section 13 of the insurance contract act applies.

Part 17 Authority of the insurance agent

1. Insurance holder declarations

The insurance agent is considered authorised to receive declarations submitted by the insurance holder with regard to

- a) concluding or cancelling an insurance contract;
- b) an existing insurance contract including its end;
- c) declaration and information obligations before concluding the contract and during the insurance relationship.

2. Insurer declarations

The insurance agent is considered authorised to transfer insurance certificates or their addenda issued by the insurer to the insurance holder.

3. Payments to the insurance agent

The insurance agent is considered authorised to accept payments that the insurance holder makes to them in relation to facilitating or concluding an insurance contract. The insurance holder only has to accept a limitation to this authorisation if they were aware of the limitation when making the payment or were not aware of it due to gross negligence.

Part 18 Limitation

Claims from the insurance contract are limited to three years. The limitation begins at the end of the year in which the claim occurred and the creditor becomes aware of the circumstances on which the claim is based and the debtor, or should become aware of in the absence of gross negligence.

If a claim from the insurance contract has been reported to the insurer, the period between the report and receipt of the insurer's decision in writing by the claimant is not included in this.

Part 19 Responsible court

The domestic courts of jurisdiction in accordance with sections 13, 17, 21 and 29 of the Code of Civil Procedure, and section 215 of the insurance contract act apply to complaints from the insurance relationship.

Part 20 Applicable law

This contract is subject to German law.